

# City of San Diego

ORIGINAL

CONTRACTOR'S NAME: BURTECH PIPELINE, INCORPORATED.

ADDRESS: 102 SECOND STREET, ENCINITAS CA 92024

TELEPHONE NO.: (760) 634-2822 FAX NO.: (760) 634-2415

CITY CONTACT: CLEMENTINA GIORDANO, Contract Specialist, Email: CGiordano@sandiego.gov

Phone No. (619) 533-3481, Fax No. (619) 533-3633

D.Tittle/AJaro/egz

## CONTRACT DOCUMENTS



## FOR

### Manning Canyon Sewer and Water Replacement

BID NO.: K-16-1422-DBB-3  
SAP NO. (WBS/IO/CC): B-00095 / B-00504  
CLIENT DEPARTMENT: 2011 / 2013  
COUNCIL DISTRICT: 7  
PROJECT TYPE: JA / KB

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**


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

**BID DUE DATE:**

**2:00 PM  
NOVEMBER 24, 2015  
CITY OF SAN DIEGO  
PUBLIC WORKS CONTRACTS  
1010 SECOND AVENUE, 14<sup>th</sup> 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/Architect:

  
\_\_\_\_\_  
For City Engineer

10/20/15  
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 14<sup>th</sup> Floor, San Diego, CA 92101 **at 10:00 AM, NOVEMBER 3, 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 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 may be deemed **non-responsive** and ineligible for award. Complete information and links to the on-line 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](mailto: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 **Manning Canyon Sewer and Water Replacement (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 an 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 shall 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            | 6.3%  |
| 2. | ELBE participation            | 16.0% |
| 3. | Total mandatory participation | 22.3% |

4.2. The Bidders are strongly encouraged 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. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.

4.3.2. 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
NOTE: *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**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 other responses to questions, oral or written 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 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 **Manning Canyon Sewer and Water Replacement** 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 plus the Alternates.

**15.5** Once the low bid has been determined, the City may, at its sole discretion, award the contract **for the Base bid plus** one or more alternates in consecutive order beginning with Alternate A.

**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 shall 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, 14<sup>th</sup> 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.** For bids \$250,000 and above, 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. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

28.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix I**.

29. **PHASED FUNDING:**

For additional Phased Funding Provisions, see Attachment B.

**30. ADDITIVE/DEDUCTIVE ALTERNATES:**

- 30.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
- 30.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

**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 BURTECH PIPELINE, INCORPORATED, herein called "Contractor" for construction of **Manning Canyon Sewer and Water Replacement**; Bid No. **K-16-1422-DBB-3**; in the amount of SIX MILLION SEVEN HUNDRED AND EIGHTY FIVE THOUSAND TWO HUNDRED AND EIGHTY NINE DOLLARS AND FORTY FOUR CENTS (\$6,785,289.44), which is comprised of the Base Bid plus Additive Alternates A and B.

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, Long-term Revegetation Maintenance Contract,
  - (e) That certain documents entitled **Manning Canyon Sewer and Water Replacement** on file in the office of the Public Works Department as Document No. **B-00095, B-00504**, 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 **Manning Canyon Sewer and Water Replacement**, Bid Number **K-16-1422-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.

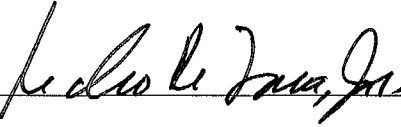
**CONTRACT AGREEMENT (continued)**

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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

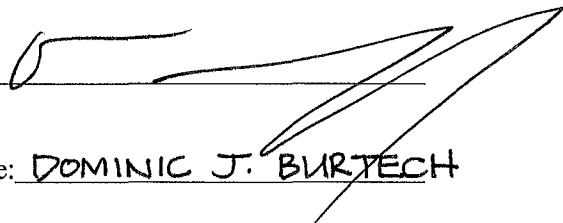
By   
Print Name: Albert P. Rechany  
Deputy Director  
Public Works Contracts

Jan I. Goldsmith, City Attorney  
By   
Print Name: Pedro Delara, Jr.  
Deputy City Attorney

Date: 2/22/16

Date: 2/22/16

**CONTRACTOR**

By   
Print Name: DOMINIC J. BURTECH  
Title: PRESIDENT & CEO

Date: 01/15/2016

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_

1000006324



EXECUTED IN TRIPPLICATE  
BOND NO. 2207236  
PREMIUM: \$40,780.00  
PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

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

BURTECH PIPELINE, INCORPORATED, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of SIX MILLION SEVEN HUNDRED AND EIGHTY FIVE THOUSAND TWO HUNDRED AND EIGHTY NINE DOLLARS AND FORTY FOUR CENTS (\$6,785,289.44) for the faithful performance of the annexed contract, and in the sum of SIX MILLION SEVEN HUNDRED AND EIGHTY FIVE THOUSAND TWO HUNDRED AND EIGHTY NINE DOLLARS AND FORTY FOUR CENTS (\$6,785,289.44) for the benefit of laborers and materialmen designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract **Manning Canyon Sewer and Water Replacement**; Bid Number K-16-1422-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 Article 2. Claimants, (iii) public works of improvement commencing with Civil Code Section 9100 of the Civil Code of the State of California.

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

PERFORMANCE BOND, 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 JANUARY 14, 2016

Approved as to Form

BURTECH PIPELINE, INCORPORATED

Principal

By 

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY

Surety

By 

Attorney-in-fact, MARK D. IATAROLA

Approved:

By 

Albert P. Rechany, Deputy Director  
Public Works Contracts

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/550-7799

Local Telephone No. of Surety

Premium \$ 40,780.00

PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

Bond No. 2207236

# California Acknowledgment Form

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 } ss.

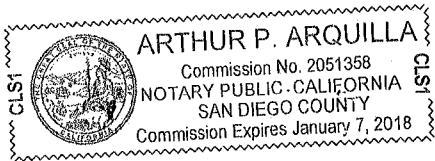
On 1/15/16 before me, Arthur P. Arquilla, Notary Public  
(here insert name and title of the officer)  
personally appeared Dominic Butech

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.

Seal

WITNESS my hand and official seal.



Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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

**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.

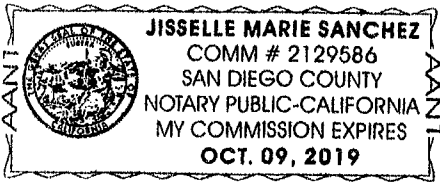
State of California )  
County of SAN DIEGO )

On 01/14/2016 before me, JISSELLE MARIE SANCHEZ, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



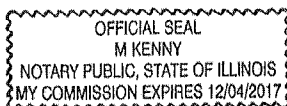
By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of JANUARY, 2016.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

**SCOPE OF WORK**

**1. SCOPE OF WORK:** This project will install 13,191 linear feet of sewer mains, 2,552 linear feet of new polyvinyl chloride (PVC) water pipe, and rehabilitate 2,592 linear feet of vitrified clay sewer main within the Linda Vista Community. Related work includes manhole replacement or rehabilitation, installation of sewer laterals and water service, installation of curb ramps, and resurfacing. The project will also abandon 11,826 linear feet of aging sewer mains and 1,537 linear feet of water mains.

**1.1.** The Work shall be performed in accordance with:

**1.1.1.** The Notice Inviting Bids and Plans numbered **37161-01-D** through **37161-40-D**, inclusive.

**2. CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$6,880,000**.

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

Osler St., Comstock St., Lanston St., Preece St., Ney St., and Manning St. See Appendix F for location map.

**4. CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **285 Working Days**.

**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

**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**

**BID NUMBER:**     K-16-1422-DBB-3    

**CONTRACT OR TASK TITLE:**     Manning Canyon Sewer and Water Replacement    

**CONTRACTOR:**     Burtech Pipeline, Inc.    

<b>Funding Phase</b>	<b>Phase Description</b>	<b>Phase Start</b>	<b>Phase Finish</b>	<b>Not-to-Exceed Amount</b>
1	Work to be completed in Phase 1 shall include the construction activities associated with contract and specifications on Sheets 6-9, 18, & 24-29.	NTP	08/31/2016	<b>Sewer:</b> \$2,410,389.00 <b>Water:</b> \$575,132.00
2	Work to be completed in Phase 2 shall include the remaining construction activities associated with contract and specifications on Sheets 3-5, 10-17, & 19-23.	09/01/2016	Project Completion	<b>Sewer:</b> \$3,799,768.44
<b>Total</b>				<b>\$6,785,289.44</b>

**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

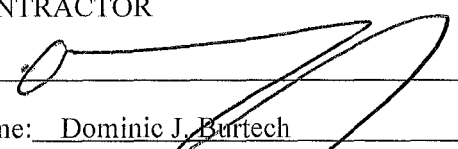
By: 

Name:     Daniel Tittle      
Project Manager

Department Name:     Public Works/ ROWD    

Date:     1/15/2016    

CONTRACTOR

By: 

Name:     Dominic J. Burtech    

Title:     President & CEO    

Date:     01/13/2016    

**-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**  
**INTENTIONALLY LEFT BLANK**



**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 8:30 AM to 3:30 PM.

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

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

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

#### **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>

**2-7 SUBSURFACE DATA.** ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
  1. Updated Geotechnical Evaluation dated July 28, 2015 by Ninyo & Moore and Associates.
5. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

**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.

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

Other adjacent City project is scheduled for construction for the same time period in the vicinity of Langmuir Street. See Sheet 39 for approximate location. Coordinate the Work with the adjacent project(s) as listed below:

- a) Langmuir/Osler Storm Drains , Sheila Gamueda, 619-533-4244

**2-15 TECHNICAL STUDIES AND DATA.** To the City Supplement, ADD the following:

- 5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - 1. Report of Biological Studies dated October 7, 2013 by Merkel and Associates.
- 6. The report(s) listed above is(are) available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/>

#### **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.

**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**

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

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

**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) Unpaved areas from February 1st to September 15 (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.

**7-3.3 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.

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

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

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

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

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

7-4.1

**Workers' Compensation Insurance and Employers Liability Insurance.**

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

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

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

7-4.1.1

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

7-5

**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. Site Development Permit
2. Replumb Agreements
3. Easement Vacation
4. Easement Dedication

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 SDSHare 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 SDSHare 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 SDSHare 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.

**7-16.1.3 Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Wendy Gamboa, Senior Engineer, [WGamboa@sandiego.gov](mailto:WGamboa@sandiego.gov)  
Francis Marquez, Project Engineer, [FMarquez@sandiego.gov](mailto:FMarquez@sandiego.gov)  
Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

**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 not 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.

**207-9.2.4 Lining and Coating.** To the City Supplement, Item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The fitting shall be lined with cement mortar and tar (seal) in accordance with AWWA C104/A21.4. The interior of bells shall be lined **as specified**. The Contractor shall provide double thickness lining and shall use cement conforming to ASTM C150 Type II. Coating on Interior bells shall be holiday free.

**207-9.2.6 Polyethylene Encasement for External Corrosion Protection.** To the City Supplement, DELETE in its entirety and ADD the following:

When soils have been determined to be mildly corrosive through resistivity testing as specified in the City of San Diego Sewer and Water Design Guides, The outside surfaces of ductile iron pipe and fittings for general use shall be coated with bituminous coating 1 mil (25um) thick in accordance with AWWA C151 or AWWA C110. Polyethylene encasement shall be provided in accordance with AWWA C105.

**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 **unless specified otherwise**.



**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 209 – STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS**

**209-6.4 Induction Cobra Head Luminaire.** To the City Supplement, CORRECT certain section numbering as follows:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
209-6.4.7	Luminaire Identification	209-6.4.8
209-6.4.8	Photometric Documentation	209-6.4.9
209-6.4.9	Quality Assurance	209-6.4.10

#### **SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS**

**ADD:**

**212-3.2.2.3 Trench Marker Tape.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

- a) Trench marker tape shall be 6" wide and consist of a minimum 5.0 mil, five-ply 100% virgin polyethylene which is acid, alkaline and corrosion resistant. Elongation properties and tensile strength of not less than 7,800 psi shall be in accordance with ASTM D882-80A. The trench marker tape for water lines shall have a minimum 20 gauge solid aluminum foil core, adhered to a 2.55 mil polyethylene backing.
- b) Tape color and legend shall be placed beneath the top protective layer subject to the following:
  1. Blue with "Caution Potable Water Line Buried Below" for Water mainlines and over pipe sleeves.
  2. Purple with "Caution Recycled/Reclaimed Water Line Buried Below" for recycled water irrigation mainlines.
  3. Red with "Caution Electric Line Buried Below" for electrical lines servicing the irrigation system, including, but not limited to, 110/220v power to irrigation controllers and pumps, communication cables and irrigation direct burial control wires to remote control valves.

4. Green with “Caution Sewer Line Buried Below” for Sewer mainlines and over pipe sleeves.

### **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:

<b>OLD SECTION NUMBER</b>	<b>TITLE</b>	<b>NEW SECTION NUMBER</b>
<b>306-1.8</b>	<b>House Connection Sewer (Laterals) and Cleanouts</b>	<b>306-1.9</b>
<b>306-1.7.1</b>	<b>Payment</b>	<b>306-1.9.1</b>
<b>306-1.7.2</b>	<b>Sewer Lateral with Private Replumbing</b>	<b>306-1.9.2</b>
<b>306-1.7.2.1</b>	<b>Location</b>	<b>306-1.9.2.1</b>
<b>306-1.7.2.2</b>	<b>Permits</b>	<b>306-1.9.2.2</b>
<b>306-1.7.2.3</b>	<b>Submittals</b>	<b>306-1.9.2.3</b>
<b>306-1.7.2.4</b>	<b>Trenchless Construction</b>	<b>306-1.9.2.4</b>
<b>306-1.7.2.5</b>	<b>Payment</b>	<b>306-1.9.2.5</b>
<b>306-1.7.3.6</b>	<b>Private Pump Installation</b>	<b>306-1.9.2.6</b>
<b>306-1.7.3.7</b>	<b>Payment</b>	<b>306-1.9.2.7</b>

**306-1.4.5 Water Pressure Test.** To the City Supplement, Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Pressure testing of pipe and fittings at the lowest elevation shall be performed at 150% of the specified test pressure and no less than 100% of the specified test pressure at the highest elevation.

Specified test pressure for Class 235 pipe will be 150 psi

Specified test pressure for Class 305 pipe will be 200 psi

**306-1.6 Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

**306-1.8.3 Polyurethane Lining.** To the City Supplement, item 5, DELETE in its entirety

**306-3.2 Excavations.** ADD the following:

In the event the tunneling equipment cannot be retrieved, an Emergency Recovery Shaft shall be utilized to recover the equipment. Emergency Recovery Shaft shall be designed and constructed in the manner that will minimize disturbance to the community. The Emergency Recovery Shaft location shall be acceptable to the City. The Emergency Recovery Shaft and its construction shall not block any sole entrance or exit from any property. The Emergency Recovery Shaft shall not be located above the tunnel but so located that the TBM is pushed into the Emergency Recovery Shaft.

**306-3.9 Payment.** ADD the following:

Emergency Recovery Shaft shall be paid by Lump Sum for all work required to construct shafts This bid item shall be used as the basis for negotiating for the actual location and condition. Cost shall include:

4 weeks standby time

TBM recovery

Site restoration

Resumption of tunneling

**306-20.8 Carrier Pipe.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

Carrier pipe materials shall be approved by the Engineer. The Contractor shall use only HDPE. The Contractor shall furnish and install a structurally sound, leak-proof, fusible high density polyethelene pipe, for all piping identified for installation by horizontal directional drilling. The Contractor shall be responsible for the sizing of the carrier pipe to withstand all installation forces, curvature, and residual forces and final in place loading. The selected material shall have an inside diameter no less than stated on the drawings. Individual pipe lengths shall be assembled by butt-fusion unless otherwise specified.

**306-20.9 Ground Monitoring.** To the City Supplement, ADD the following:

**306-20.9.1 Requirements.**

- A. The Contractor shall monitor the ground surface movement of all structures, roadways, parking lots and any other areas of concern within 25 feet on both sides of the tunneling alignment during construction, and 100 feet after construction. Settlement monitoring points should be placed at a minimum spacing of 100 feet along the alignment or as required by the Engineer. The Contractor shall submit a Surface Monitoring plan (SMP) to the Engineer for prior approval.
- B. Work Specified. The Work specified in this section includes conducting pre-construction and post-construction assessment reports, furnishing, and installing, monitoring instrumentation to monitor ground movements within, around, and above shaft, portal, casing installation and tunnel excavations.
- C. Work Inclusions. The Work shall include all labor, materials, equipment and incidentals to perform the work specified herein.
- D. The Contractor shall install, monitor, and maintain instrumentation specified herein and as shown on the Drawings. The Contractor shall also provide a Surveyor meeting the qualifications herein to monitor all Near Surface Settlement Monitoring Points.

**306-20.9.2 Definitions.** Near Surface Settlement Monitoring Points. Near Surface Settlement Monitoring Points (NSSP's) shall be used to monitor settlement at the ground surface and under pavements and sidewalks, within the shaft, casing or tunnel zone of influence. Refer to Contract Drawings for details of NSSPs.

**306-20.9.3 Tolerances.**

- A. Instrument Installation. Install all instruments within three feet of the horizontal location shown or specified unless approved by the Engineer.
- B. Prior Acceptance. Should actual field conditions prevent installation of instruments at the location and elevations shown on the Drawings or specified herein, obtain prior acceptance from the Engineer for new instrument location and elevation.

**306-20.9.4 Contractor Submittals.**

- A. Provide schedule for conducting installation and monitoring of all survey control and monitoring points.
- B. A detailed drawing indicating layout and designation of all monitoring points.
- C. Reports and Records
  - 1. Qualifications: Submit Surveyors qualifications for approval in accordance with the requirements herein at least thirty days prior to instrumentation installation.
  - 2. Provide reports of monitoring surface control point data to the Engineer within 24 hours after collection of the data.

3. Within five days of installation of each instrument, the Contractor shall submit drawings showing the installed location, the instrument identification number, the instrument type, the installation data and time, established elevations, initial elevations, offset and stationing.

**306-20.9.5 Quality Assurance.**

- A. Surveyor Qualifications. Surveys required shall be conducted by a professional surveyor licensed by the State of California
- B. Installation. A notice shall be provided to the Engineer not less than 72 hours before installing geotechnical equipment.

**306-20.9.6 General Requirements.**

- A. The Contractor shall submit a Surface Monitoring Plan (SMP) prior to construction. Pre-construction and post-construction assessment reports shall be provided for buildings and structures located within a distance of 100 feet from the proposed pipe centerline and shafts. Photographs of existing damage to structures in the vicinity of the pipeline alignment shall be included in the assessment reports.
- B. Instrumentation Installation. Instrumentation shall be installed at the locations shown or specified, unless approved by the Engineer. Instruments shall be installed in accordance with the approved installation schedule for all trenchless construction activities. All instrumentation shall be installed a minimum of fifteen days prior to start of excavation.
- C. Access. Provide and facilitate safe access to the instruments at all times for the Engineer.
- D. Surveying. Immediately following installation, the location of the top of all instruments shall be surveyed to provide horizontal and vertical coordinates. Re-surveying from control points shall be required weekly, monthly or more frequently to address potential disturbance or resolve conflicting data.
- E. Near Surface Settlement Monitoring Points. NSSMP's shall be installed as shown on the drawings.

**306-20.9.7 Monitoring.**

- A. General. The Instrumentation Specialist shall monitor all instruments in accordance with the requirements herein.
- B. Frequency. Read all instrumentation and survey all points to establish a baseline within two days of installation of each. At a minimum, daily monitoring shall be required for all instruments and points within 100 horizontal feet of excavation activities, and at least once per week until deformations stop.
- C. Action Levels for shafts. If measured displacements exceed one (1) inch, immediately notify the Engineer and take corrective action to remedy the situation. Changes in construction methods or more care during excavation might be appropriate if approved by the Engineer. If measured displacements



exceed two (2) inches, stop work. Work will begin when, and only when, the Owner and Engineer are satisfied the settlement problem has been solved by changes in construction methods, ground improvement or any other solution proposed by the Contractor and approved by the Owner and Engineer.

- D. Reporting. Provide data from readings of all instruments to the Engineer within 24 hours of reading. The data should include, but is not limited to the following:
  - 1. A copy of the data sheets containing a cumulative history of readings, including weather conditions, temperature, and proximity of the excavation to the instrument location itself, at the time of each reading.
  - 2. A copy of the plot of measured values versus time, including a time history of construction activity likely to influence such readings.
- E. Interpretation. The Contractors may make their own interpretations of monitoring data for their own purposes. Data or interpretations shall not be published or disclosed to other parties without advance written permission of the Owner. The Engineer may make his/her interpretations of the data available to the Contractor at the Engineer's option.

**306-20.9.8 Instrument Protection, Maintenance and Repair.**

- A. Damaged Installations. Protect the instruments from damage. Damaged installations shall be replaced or repaired prior to continuing tunneling, unless permitted otherwise by the Engineer.

**306-20.9.9 Disposition of Instruments.**

- A. Instrument Removal / Restoration. Remove all instruments during the cleanup and restoration work or as required by the Engineer.
  - 1. Backfill remaining portions of abandoned holes with non-shrink cement grout.
  - 2. Following backfilling, reconstruct pavement in paved areas in accordance with SSPWC "Greenbook", 2012 edition. Restore surface to the conditions existing prior to installation of the instruments.

**306-20.9.10 Payment.** The lump sum price bid for Geotechnical Instrumentation and Monitoring shall include all costs associated with performing the work indicated on the drawings and special herein.

**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
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- 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 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 700 – EXTENDED REVEGETATION, MAINTENANCE, AND MONITORING**

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

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

**SECTION 705 – WATER DISCHARGES**

**705-1 HYDROSTATIC DISCHARGE REQUIREMENTS.** To the City Supplement, ADD the following:

- 3. The discharge of hydrostatic test water and/or potable water shall not contain constituents in excess of the following:

**TABLE 705-1 (A) Effluent Limitations**

Parameter	Units	Effluent Limitations
Total Residual Chlorine	mg/L	0.1
pH	units	Within the limits of 6.0 and 9.0 at all times

- 4. Compliance with the effluent limitation shown in Table 705-1 (A) shall be determined based on the 90th percentile of all samples obtained during the discharge event. Non-compliance for each event will be considered separately.



- 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 a **Mitigated Negative Declaration (MND)** for **Manning Canyon Sewer and Water Replacement** and a **Site Development Permit (SDP)** for **Manning Canyon Sewer Line Abandonment**, as referenced in the Contract Appendix. You must comply with all requirements of the MND and SDP as set forth in the Contract **Appendix A and B, respectively.**

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**  
**MITIGATED NEGATIVE DECLARATION**



(619) 446-5460

**FINAL  
MITIGATED NEGATIVE DECLARATION**

Project No. 320730  
SCH No. 2015-071064

**SUBJECT:** Manning Canyon Sewer and Water Replacement: A SITE DEVELOPMENT PERMIT and EASEMENT VACATION for the replacement, tunneling, rehabilitation, and installation of a total of 15,785 linear feet (LF) of sewer mains and 2,555 LF of water mains. Approximately 1,541 LF of existing 8- and 10-inch vitrified clay (VC) sewer pipes would be replaced-in-place in the same trench alignment with new 8- and 10-inch polyvinyl chloride (PVC) piping; 2,591 LF of 8-inch VC sewer pipe would be rehabilitated using trenchless technology; 10,602 LF of new 8- and 10-inch PVC sewer piping would be trenched and installed in new alignments; and 1,051 LF of new sewer pipe would be installed in new trench alignments using tunneling equipment. Approximately 15 LF of existing 8-inch cast iron (CI) water pipe would be replaced-in-place with new 12-inch PVC piping within the same trench alignment, and 2,540 LF of new 8- and 12-inch PVC water pipe would be installed within new alignments. In addition, approximately 5,011 LF of existing sewer mains would be abandoned. The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, rehabilitation of existing manholes, installation of new manholes, and street resurfacing.

The project would include an easement vacation (approximately 600 square feet in size) on the private property located at 6460 Lanston Street (APN 431-180-01-00). The sewer main will be realigned within an existing City-owned easements and newly acquired set-aside easements for the portion of sewer main occurring within City Open Space.

The project is located within the Linda Vista Community Plan area (Council District 7), and would affect portions of the following streets: Osler Street, Quillan Street, Inman Street, Inman Court, Tunica Circle, Preece Street, Nye Street, Manning Street, Comstock Street, Lanston Street, Langmuir Street, and West Jewett Street. The project is located within the following zones: RM-1-1 (Residential – Multiple Unit), RM-3-7, RM-4-10, and OP-2-1 (Open Space – Park). The sewer main abandonment would occur within City-owned easements and the Tecolote Canyon Open Space park (APN 431-150-06-00), which is located within the City's Multi-Habitat Planning Area (MHPA). All work would

occur within the City right-of-way, City-owned easements, and dedicated City open space.

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

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): **Biological Resources, Land Use (MHPA Land Use Adjacency), Paleontological Resources, and Archaeological Resources**. The project as presented now avoids or mitigates the potentially significant environmental effects identified and the preparation of an Environmental Impact Report (EIR) would 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:

**Biologist, Revegetation Contractor, Archaeologist, Native American Monitor, 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 the RE and MMC at **858-627-3360**
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 320730, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and 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.  
**California Department of Fish and Wildlife (CDFW) - Streambed Alteration Permit, Regional Water Quality Control Board (RWQCB) - 401 Water Quality Certificate, and Army Corps of Engineers (ACOE) - preconstruction notification.**
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 Meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction Meeting
Biology	Biology Report	Prior to Construction – Limits of Work (Verification – Project Site)
Archaeology	Archaeology Reports	Archaeology Observation
Paleontology	Paleontology Reports	Paleontology Observation
Final MMRP		Final MMRP Inspection

**SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:**

**A. BIOLOGICAL RESOURCES**

- I. Prior to Permit Issuance or Bid Opening/Bid Award the Applicant shall provide detailed revegetation plans and specifications, satisfactory to the City Manager. Specifications must be found to be in conformance with the Revegetation Plan Report prepared by Merkel and Associates, Inc. (December 2014).

**Letters of Qualification Have Been Submitted to ADD**

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

**II. Prior to Start of Construction**

- A. PQB Shall Attend Preconstruction (Precon) Meetings
1. Prior to beginning any work that requires monitoring:
    - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
    - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
    - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
  2. When Biological Monitoring Will Occur
    - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
  3. PQB Shall Contact MMC to Request Modification
    - a. The PQB 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 other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

### III. During Construction

- A. PQB or QBM Present During Construction/Grading/Planting
1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
  2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVSR). The CSVSR's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
  3. The PQB or QBM shall be responsible for maintaining and submitting the CSVSR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
  4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.



5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly
7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSV.
8. PQB shall verify in writing on the CSV's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.

#### B. Disturbance/Discovery Notification Process

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

#### C. Determination of Significance

1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

#### IV. General Bird Mitigation

To avoid any direct impacts to raptors and/or any native/migratory birds, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction (precon) survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall

submit the results of the precon survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction. If nesting birds are not detected during the precon survey, no further mitigation is required.

#### V. Cooper's Hawk

If work is conducted during the breeding season (February 1 – September 15), a pre-construction survey for Cooper's hawk nests shall be conducted to determine the exact location of a Cooper's hawk nesting site. If a Cooper's hawk nesting site is identified in proximity to the project site/impact area, a 300-foot avoidance area from the Cooper's hawk nest site shall be established and monitored by a qualified biologist to ensure normal Cooper's hawk nest chronology for the subject nest site throughout the project construction activity period. No work may occur within 300 feet of identified Cooper's hawk nests until the young have fledged and the nest is no longer active.

#### VI. COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

- I. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction plans:

NO MECHANIZED 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 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:

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 FURTHER MITIGATION MEASURES ARE NECESSARY.

**B. LAND USE (MSCP LAND USE ADJACENCY GUIDELINES)**

I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. Otay Mesa Road is a Community Circulation Element Road, which is a conditionally compatible use allowed within the MHPA. DSD Planning and/or MSCP staff shall ensure that all grading is in conformance with the development footprint as delineated on the City Council approved plans.
- B. **Drainage** - All new developed areas 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.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or may impact native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-

owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction-related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*

- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA, and would be subject to City Outdoor Lighting Regulations per the City of San Diego's Land Development Code, Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot tall, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives** - No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for California Gnatcatcher (3/1-8/15). 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. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring. Please see below.

## C. HISTORICAL RESOURCES (ARCHAEOLOGY)

### 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 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 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 pre-con 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.

## D. 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 (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 pre-con 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.

#### VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government  
U.S. Fish & Wildlife Service (23)

State of California  
California Department of Fish & Wildlife (32)  
Regional Water Quality Control Board, Region 9 (44)  
State Clearinghouse (46)

City of San Diego:  
Councilmember Scott Sherman, Council District 7  
Mayor's Office (MS 11A)  
Shannon Thomas (MS 59)



Planning, Neighborhoods, and Economic Development

Holly Smit-Kiecklighter (MS 413)

Jeff Harkness (MS 413)

Public Works – Engineering and Capital Projects

Dan Tittle (MS 908A)

James Arnhart (MS 908A)

Development Services Department

Angela Nazareno (MS 501)

Mark Brunette (MS 501)

Gary Geiler (MS 501)

Real Estate Assets

Christina Marin (MS 51A)

Park and Recreation

Laura Ball (MS 5D)

Paul Kilburg (MS 5D)

Matt Sanford (MS 5D)

Library Dept.-Gov. Documents MS 17 (81)

Linda Vista Branch Library MS 17 (81M)

Other:

Linda Vista Planning Group (267)

University of San Diego (269)

Friars Village HOA (270)

San Diego Gas & Electric Co. (114)

Historical Resources Board (87)

Carmen Lucas (206)

South Coastal Information Center (210)

San Diego Archaeological Center (212)

Save Our Heritage Organisation (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) (Public Notice & Location Map Only)

Sierra Club (165)

San Diego Audubon Society (167)

Mr. Jim Peugh (167A)

California Native Plant Society (170)

Endangered Habitats League (182A)

Wetland Advisory Board (171)

San Diego Natural History Museum (213)

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- (X) 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.
- ( ) 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.



Mark Brunette, Senior Planner  
Development Services Department

July 23, 2015

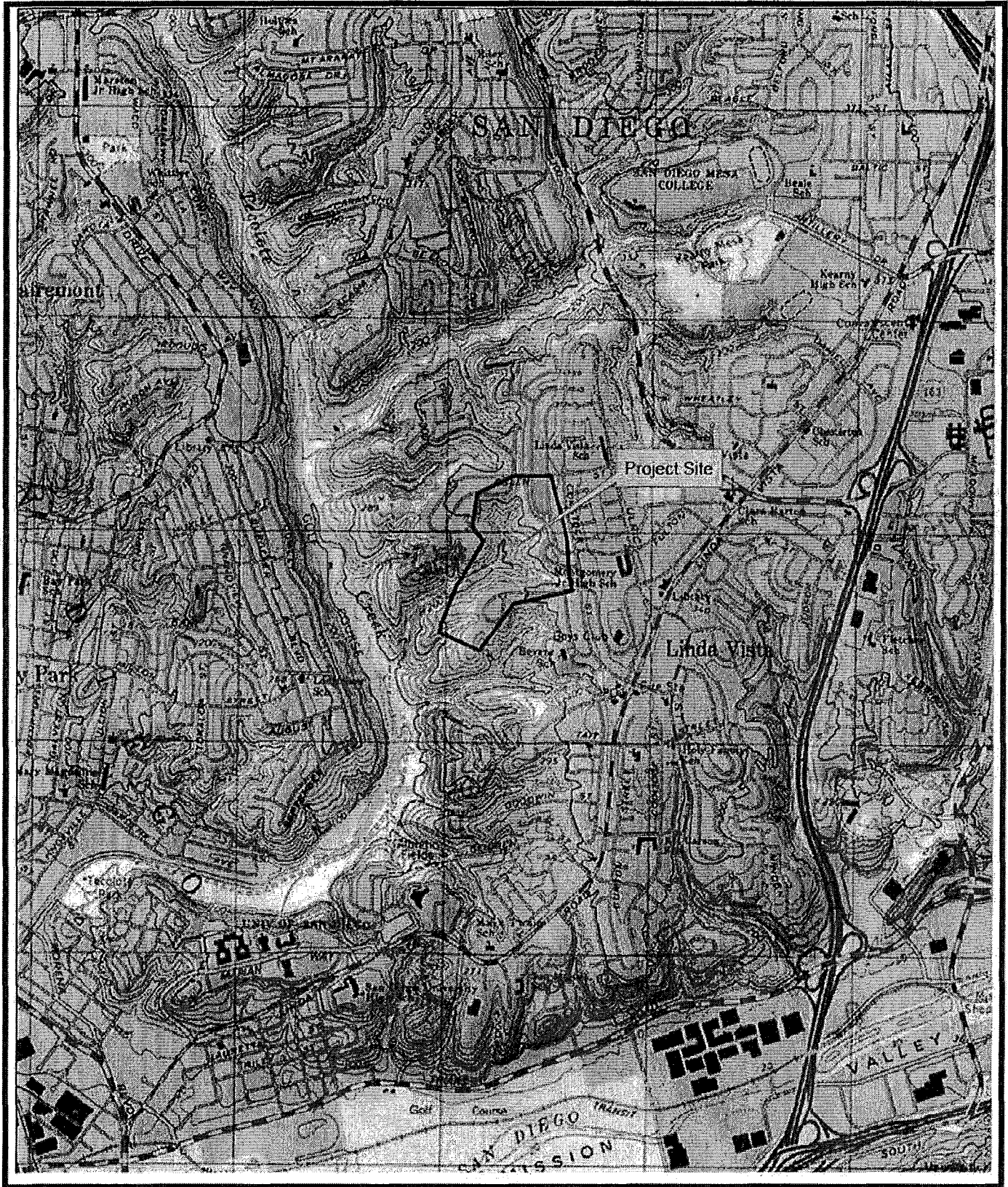
Date of Draft Report

August 25, 2015

Date of Final Report

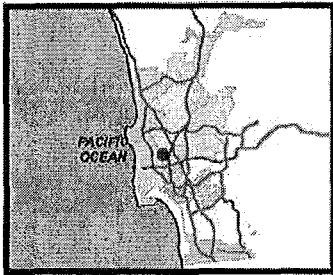
Attachments:

- Vicinity Map
- Location Map
- Initial Study Checklist
- Draft MND Comments



## Vicinity Map

Manning Canyon Sewer and Water Replacement Project No. 320730  
 City of San Diego – Development Services Department



# MANNING CANYON WATER AND SEWER REPLACEMENT

SENIOR ENGINEER  
Wendy Gamboa  
619-235-1971

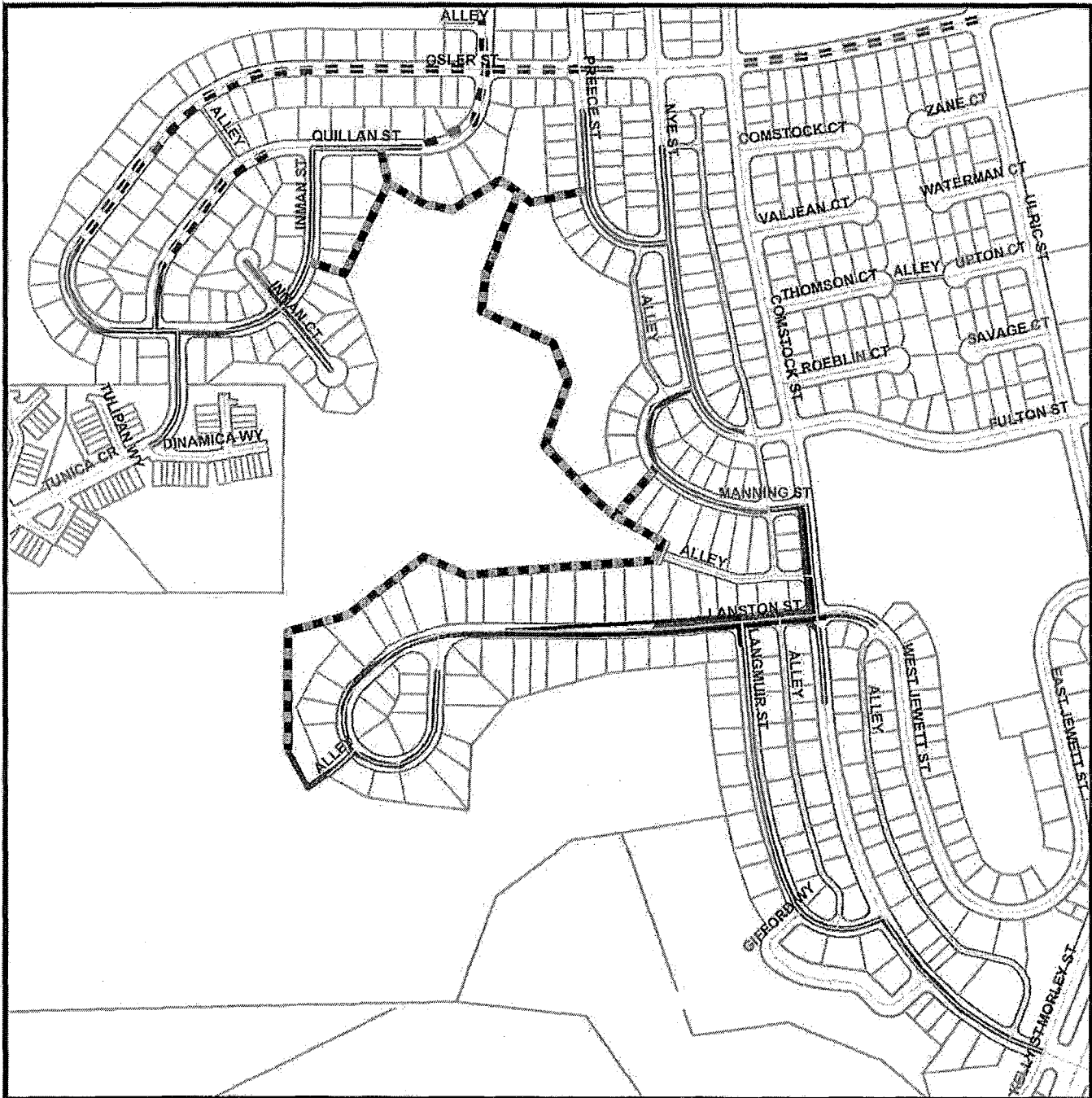
PROJECT MANAGER  
Jim Haghighouy  
619-533-4657



PROJECT ENGINEER  
Ali Mohammadian  
619-533-7461

CONSTRUCTION PROJECT  
INFORMATION LINE  
619-533-4207

Division Name - ROWD



### Legend

- Sewer Rehab 031213
- New Sewer Alignment 031213
- Sewer Abandonment 031213
- New Water Alignment 031213
- Sewer Replacement 031213





## INITIAL STUDY CHECKLIST

1. Project title/Project number: Manning Canyon Sewer and Water Replacement/320730
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: Mark Brunette, Senior Planner, (619) 446-5379
4. Project location: The project is located within the Linda Vista Community Plan area (Council District 7). The entire project is generally bounded by Osler Street to the north, Morley Street to the south, Comstock Street to the east, and Tecolote Canyon Open Space Park (referred to as "Manning Canyon" herein) to the west. Manning Canyon is bordered by residential properties on its north, east, and south sides, and connects to a larger open space preserve to the west. The majority of the canyon is located within the City's Multi-Habitat Planning Area. The project would affect portions of the following streets: Osler Street, Quillan Street, Inman Street, Inman Court, Tunica Circle, Preece Street, Nye Street, Manning Street, Comstock Street, Lanston Street, Langmuir Street, and West Jewett Street (see Vicinity Map and Location Map).
5. Project applicant/Sponsor's name and address: City of San Diego Public Works Department, Right-of-Way Design Division, 525 B Street, Suite 750, MS 908A, San Diego, CA 92101. Project Manager: Dan Tittle, (619) 533-7468.
6. General Plan designation: Street System – Collectors (local) and Park, Open Space, and Recreation.
7. Zoning: The project is located within the following zones: RM-1-1 (Residential – Multiple Unit), RM-3-7, RM-4-10, and OP-2-1 (Open Space – Park).
8. Description of project: The proposed scope of work would include replacement, tunneling, rehabilitation and installation (i.e. new alignment – trenching) of a total of 15,785 linear feet (LF) of sewer mains and 2,555 LF of water mains. Approximately 1,541 LF of existing 8- and 10-inch vitrified clay (VC) sewer pipes would be replaced-in-place in the same trench alignment at the same, shallower and/or deeper depth with new 8-, 10- inch polyvinyl chloride (PVC) piping; 2,591 LF of 8-inch VC sewer pipe will be trenchless via sewer main lining/rehabilitation; 10,602 LF of new 8- and 10--inch PVC sewer piping would be installed in new alignments at depths ranging from 2-18 feet via trenching, in addition to 1,051 LF of new sewer pipe being installed in new trench and greater depths via tunneling. Approximately 15 LF of existing 8-inch cast iron (CI) water pipe would be replaced-in-place with new 12-inch PVC piping within the same trench at the same or shallower depth, and 2,540 LF of new 8- and 12-inch PVC water piping would be installed within new alignments at depths ranging from 3-5 feet. The project would also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, rehabilitation of existing manholes, installation of new manholes, and street resurfacing.

Approximately 5,011 LF of existing sewer mains extending from the public right-of way into, and throughout, a portion of Manning Canyon would be abandoned. All abandonment would occur within the canyon area with the exception of a few residential properties immediately

adjacent to the canyon. The existing manholes and exposed pipes would be removed using hand crews. Work would include cutting exposed portions of sewer main into smaller pieces, jack-hammering manhole covers and concrete support structures for exposed sewer mains, and carrying out cut pipe and debris by hand from jurisdictional areas to be loaded into trucks while utilizing the existing sewer maintenance access path for construction access. No streambed banks would be permanently impacted. The existing concrete support structures are to be removed up to 24 inches below grade, filled with import soil, and revegetated in accordance with the revegetation plan. One location where the support structure is embedded within the ephemeral streambed bank would remain in place as to not alter the bank. Resource agency permits from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife will be obtained prior to work occurring within jurisdictional areas.

An existing maintenance access path is located within the canyon, which will be utilized by construction crews during the abandonment process. All vehicles will remain within the limits of the existing access paths. Vegetation impacts will be limited to trimming only with the exception of the removal of a patch of non-native grassland near Manhole 561 where trenching would occur for a sewer main realignment. Most of the impacts from trenching for the sewer realignment would occur within the limits of the existing, disturbed, dirt canyon access path entering the canyon from Lanston Street. Impacts from trenching will require erosion control and revegetation of disturbed areas.

Portions of the existing sewer maintenance access path will be completely revegetated in accordance with the *Revegetation Plan Report Manning Canyon Water and Sewer Replacement Project* (December 2014) prepared by Merkel and Associates, Inc. as they are no longer needed. Vehicular access will remain in the northern portion of Manning Canyon where the abandonment will occur for purposes of continued Park Ranger access and maintenance access for storm water crews to maintain existing facilities. The remaining portion of the path leading south to the easement entrance on Lanston Street will be partially revegetated to create a path with a maximum width of four feet where the path width currently exceeds four feet. The continuous path will remain in place as part of the trail system identified within the draft Tecolote Natural Resource Management Plan currently proceeding thru the City's review and adoption process.

The sewer realignment west of Lanston Street will require an easement vacation of approximately 600 square feet on the private property located at 6460 Lanston Street (APN 431-180-01-00) as a result of the abandonment of the existing sewer main traversing thru a portion of the property. The new sewer alignment will be located within City of San Diego Open Space in Manning Canyon to a new manhole. The sewer main will reconnect to the existing sewer system via an existing manhole to be replaced in place. A set aside easement will be required for the portion of new pipe alignment occurring within Manning Canyon.

9. Surrounding land uses and setting. Briefly describe the project's surroundings: The project is located within the developed public right-of-way, City-owned easements, and the Tecolote Canyon Open Space Park (APN 431-150-06-00), which is classified as dedicated City Open Space. The area surrounding the project site consists of residential developments and canyon areas containing Environmentally Sensitive Lands (i.e. sensitive biological resources). The portion of the project located within Tecolote Canyon is also located within the City of San Diego Multiple Species Conservation Program's (MSCP) Multi-Habitat Planning Area (MHPA).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): California Department of Fish and Wildlife, Regional Water Quality Control Board (Region 9), and U.S. Army Corps of Engineers.

**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 checked="" 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.

#### EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
  - a. Earlier Analysis Used. Identify and state where they are available for review.
  - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared



or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) **Supporting Information Sources:** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion. Please note, all reports and documents mentioned in this document are available for public review in the Entitlements Division on the Fifth Floor of 1222 First Avenue, San Diego.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a. The significance criteria or threshold, if any, used to evaluate each question; and
  - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

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

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

The project is not located within, nor would it obstruct, a designated scenic vista, view corridor, or gateway. Furthermore, the majority of all facilities will be below-grade and not visible. Therefore, project implementation would not affect public views, including scenic vistas.

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

The project is not located within or adjacent to a state scenic highway. Therefore, no such impact would occur as a result of project implementation.

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

The majority of the project would be installed below-grade, and would not be visible. Other above-grade improvements would be consistent with standard street and utility improvements (e.g. curb ramps, water meters), and would not substantially degrade the existing visual character

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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or quality of the community.

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

The sewer, water, and street improvements would not result use any materials that result in significant light or glare, or would result in a new source of substantial light or glare. Therefore, the project would not adversely affect day or nighttime views in the area.

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 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?

The project would occur within existing improved PROW or sewer or water easements which are not designated for agricultural use or farmland. In addition, agricultural land is not present within the vicinity of the project.

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

Please see II(a). The project site does not contain farmland, is not part of a Williamson Act contract.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 project would occur in an urbanized area of San Diego within existing improved PROW or sewer or water easements which are not designated as forest land. In addition, forest land is not present in the vicinity of the project. Therefore, no such conflict would occur as a result of project implementation.

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

Please see II(c).

- 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?

Please see II(a) and II(e).

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?

The proposed sewer and water main replacement would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled). However, emissions 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 project is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region's air quality plan.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Please see III(a). The project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.

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)?

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 below a level of significance. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

d) Expose sensitive receptors to substantial pollutant concentrations?

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, the project would not expose sensitive receptors to substantial pollutant concentrations.

e) Create objectionable odors affecting a substantial number of people?

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the project would not create 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 Wildlife or U.S. Fish and Wildlife Service?

A biological survey letter report was prepared by Merkel and Associates, Inc. (December 16, 2014) analyzing project impacts on biological resources located within Manning Canyon occurring as a result of the abandonment of sewer mains and realignment of an existing sewer main west of Lanston Street. Analyses was not required for those areas located within the developed public right of way as no sensitive biological resources are present in those areas.

The abandonment activities would occur within the canyon and existing easements traversing several residential properties located immediately adjacent to the canyon. Existing manholes and exposed sewer mains with associated support structures within the canyon would be removed by hand crews using portable mechanized equipment (e.g., pipe cutting, jack hammering). Exposed sewer main pipelines would be cut into several segments and the uppermost portion of concrete support structures jack-hammered. Excavation would include removal of manholes and concrete support structures slightly below surface grade so they are no longer visible. These abandoned sewer mains within the canyon would then be slurry sealed. These small graded areas occurring as a result of these project activities would be backfilled to pre-existing contours and revegetated with native vegetation as provided in the revegetation plan prepared by Dudek (December 2014) and revegetation plan sheets.

Both vehicular and foot access will be required to complete work within the canyon. Existing access paths would be utilized to avoid impacts to vegetation. Where vehicular access cannot be accommodated, hand crews will complete the work on foot using hand crews. Trenching and excavation will be required to install the sewer main realignment, one new manhole, and replacement of an existing manhole. (see Figure 3, Sewer Main Realignment).

The proposed work would result in direct vegetation community impacts through abandonment work and sewer replacement/trench work and associated work areas. The

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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proposed impacted habitat consists of Tier IV habitats (i.e., non-native vegetation, eucalyptus woodland/understory, disturbed habitat), but also a relatively small amount of impact to Diegan coastal sage scrub (0.02 acre) and coastal sage-chaparral transition (0.001 acre), both Tier II habitats.

Based on the City's Significance Determination Thresholds under CEQA, impacts totaling less than 0.1 acre to Tiers I-III B habitats would not be considered significant. The proposed project would impact less than 0.1 acre (0.02 acre) of Diegan coastal sage scrub and coastal sage-chaparral transition (Tier II habitats); therefore, this direct impact would not be considered significant under CEQA, and does not require mitigation. In addition, impacts to Tier IV habitats in general are not considered significant under CEQA, and therefore do not require mitigation. In summary, the proposed sewer main abandonment/replacement work would not result in significant habitat impacts, and therefore would not require habitat mitigation.

Two coastal California gnatcatchers were observed and detected by call in coastal sage chaparral transition habitat within the northern portion of the study area during the 2013 M&A general biological survey. Diegan coastal sage scrub habitat and the coastal sage-chaparral transition habitat within and contiguous to the area described above would be considered occupied gnatcatcher habitat. One Cooper's hawk was also observed flying within the canyon. Both species are sensitive and covered under the MSCP. Construction-related noise within Manning Canyon has the potential to result in significant indirect noise impacts. Therefore, noise mitigation measures have been incorporated into Section V of the MND's MMRP requiring pre-construction nesting surveys for both avian species, in general, and focused protocol surveys for coastal California gnatcatchers should construction occur within the canyon during the respective bird breeding seasons. Please see Section V of the MND for additional information.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

The proposed project abandonment work includes the removal of three exposed sewer pipelines and portions of the associated support structures that cross over and/or occur within jurisdictional resources (i.e., non-native riparian, non-wetland waters of the U.S./streambed). The project proposes to remove the entire above-grade support structures as well as up to 24 inches below grade. All construction activities within these jurisdictional resources would be restricted to foot access by crews and use of hand tools only for purposes of removal and hauling of sewer main/manhole materials, and would be revegetated per the revegetation



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plan.

The proposed sewer abandonment and removal work within the onsite drainages would result in approximately 26 square feet or 0.0005 acre of jurisdictional non-wetland water of the U.S./streambed that would be considered jurisdictional by ACOE, CDFW, and RWQCB. Abandonment work would occur in close proximity to the non-native riparian habitat, but would avoid any impacts to this habitat. No non-native riparian or southern willow scrub would be impacted by the project.

Although the proposed sewer abandonment project impacts to jurisdictional non-wetland resources are minimal and would not be considered a significant impact under CEQA, it would still require applicable permits from the regulatory agencies prior to implementation of the project and is expected to require mitigation through these programs. It is anticipated that the following permits would be applicable for the proposed project: 1) ACOE, Section 404 Nationwide Permit, 2) RWQCB, Section 401 state water quality certification/waiver, and 3) CDFW, Section 1602 Streambed Alteration Agreement. The project would be required to comply with all resource agency requirements thru the resource agency permit approval process.

- 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?

Please see II(a-b). The project would not result in any impacts to wetlands. Three non-wetland waters of the U.S. would be temporarily impacted by the project (i.e. 26 square feet), which would be revegetated. No substantial adverse affect to federally protected wetlands would occur as a result of project implementation.

- 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?

Manning Canyon is not expected to provide regional linkage; however, it likely acts as a local wildlife corridor due to its connectivity topography and wildlife habitat provides coverage, foraging and breeding opportunities to a variety of common species, and to a lesser

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extent, sensitive bird species. In addition, Manning Canyon likely facilitates a limited amount of wildlife movement for native and migratory wildlife species within the canyon, provides potential native wildlife nursery sites, and may act as a stepping stone corridor for avian species.

The project occurs along the upper rim of Manning Canyon in proximity to residences and existing access paths. Due to the relatively small scale and scope, locations, and timing (i.e., daylight hours) of the proposed project impacts, the project is not expected to significantly impact a wildlife corridor or alter the local movement of wildlife, and thus, would not be considered significant under CEQA. There is not potential to impact migratory fish.

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

The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for potential impacts to sensitive biological resources and implementing MHPA Land Use Adjacency Guideline requirements in accordance with the City of San Diego Multiple Species Conservation Program and the City of San Diego Biology Guidelines.

- 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?

As specified in the MSCP Subarea Plan, existing utility lines, including sewer main lines in the case of the proposed project, are considered a compatible use within the MHPA. The City requires that utilities within the Preserve comply with the Subarea Plan MHPA Design Guidelines for Road and Utilities (City of San Diego 1997). The proposed project is consistent the City MSCP Subarea Plan including the Design Guidelines for Road and Utilities. In addition, the proposed project is consistent with Appendix A of the MSCP Subarea Plan (Conditions for MSCP covered species).

The proposed project is located primarily within the MHPA but the rim of the canyon closest to the residential development is located outside of the MHPA. The City of San Diego requires that land uses adjacent to the MHPA preserve be managed to ensure minimal impacts to the preserve to ensure consistency with Section 1.4.3 of the Subarea Plan, the MHPA Land Use Adjacency Guidelines (City of San Diego 1997) and ensure the long-term viability of wildlife and sensitive habitats in the MHPA. The only applicable MHPA Land Use Adjacency issues for the proposed project consist of potential toxics, noise, lighting, and



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invasive plant issues. The proposed project includes the use of concrete and other potentially toxic materials in the abandonment process particularly within drainages where these materials may unintentionally enter the drainage and subsequently drain directly into the MHPA. In addition, due to the occurrence of wildlife habitat within and adjacent to the proposed project area, elevated noise levels during construction activities could potentially interfere with wildlife utilization of the MHPA. Night lighting within the MHPA could potentially interfere with wildlife utilization of the MHPA. Further, the proposed project impact areas could result in open and disturbed conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. No other MHPA adjacency issues apply for this project. Implementation of the land use mitigation measures in Section V of the MND's MMRP would ensure consistency with the MSCP and the City MHPA Land Use Adjacency Guidelines for protection of sensitive resources within the MSCP.

V. CULTURAL RESOURCES – Would the project:

- a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?

The project site is located within the City's mapped archaeological sensitivity area for potential archaeological resources. The project would include trenching for new pipeline in previously undisturbed soils. Therefore, archaeological and Native American monitoring will be required for the new pipelines and realignments of existing pipelines during construction to reduce potential impacts to archaeological resources to below a level of significance. Any significant archaeological resources that are encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V. Please see Section V. Mitigation Monitoring and Reporting Program of the Mitigated Negative Declaration for more details regarding the archaeological monitoring requirements.

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

Please see V(a).

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

The project site is underlain primarily by Lindavista formation, which has a moderate

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sensitivity rating for potential paleontological resources. The portion of sewer main to be realigned within Manning Canyon west of Lanston Street is underlain by Friars formation, which has a high sensitivity rating. Per the City's CEQA significance determination thresholds, paleontological monitoring is required for any project underlain by high sensitivity formations when grading would exceed meet or exceed a depth of 10 feet for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline (depth of 10 feet or greater). The project would include new pipe alignments and replacement of existing mains at a depth of 10 feet and greater. Therefore, the project would require paleontological monitoring during construction to minimize impacts to potential paleontological resources to below of level of significance. Trenching would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V. Please see Section V. Mitigation Monitoring and Reporting Program of the Mitigated Negative Declaration for more details regarding the paleontological monitoring requirements.

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

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during subsequent project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required. Section V. Mitigation Monitoring and Reporting Program of the Mitigated Negative Declaration includes mitigation requirements should human remain be encountered during construction.

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

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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.

The project 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
|------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see VI(a)(i) above. The project would be required to 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.

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see VI(a) and VI(b).

- |                 |                          |                          |                                     |                          |
|-----------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see VI(a) and VI(b).

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see VI(a). The majority of the project would occur within the improved public right of way. Any disturbances to paved alleys and streets would be backfilled and resurfaced in kind. Additionally, appropriate Best Management Practices would be utilized during project construction to prevent soil erosion. Soil disturbances occurring within Manning Canyon as a result of the sewer main abandonment and sewer main realignment would be revegetated in accordance with the revegetation/erosion control plans. The topsoil would be stored and replaced over disturbed areas. As such, the project 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The project is underlain by geologic sensitivity category 52, which is classified as "other level areas, gently sloping to steep terrain, favorable geologic structure, low risk". A small portion of the sewer main realignment within the canyon may occur within category 23, which is categorized as "slide-prone formation, neutral or favorable geologic structure". Proper engineering design and utilization of standard construction practices would ensure that the potential 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Please see VI(a).

- 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 type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Please see VI(a). In addition, the project does not propose any septic tanks or alternative waste disposal methods.

**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"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The City is utilizing data from the California Air Pollution Control Officers Association (CAPCOA) report "CEQA & Climate Change" dated January 2008 as an interim significance threshold to determine whether there is a potential for significant Greenhouse Gas (GHG) impacts and a GHG analysis will be required. 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.

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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 35000 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-foot supermarkets.

Since the proposed sewer and water main repair project does not fit in the categories listed above, a GHG modeling analysis was conducted to determine the level of GHG emissions. The Roadway Construction Emission 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.

Results of the Roadway Construction Emissions Model output demonstrated that during the 11 months of construction the project would generate approximately 520.8 metric tons. The output for the project falls well below the 900 metric ton per year figure. Therefore, based on the aforementioned GHG analysis, the project would result in a less than significant CEQA Greenhouse Gas impact and mitigation would not be required.

- b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The project as proposed would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emission in that it would be constructed in an established urban area with services and facilities available. In addition, the project is consistent with the General Plan.

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 the project 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. 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

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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?
- 

Construction of the project would occur within 1,000 feet of one Leaking Underground Storage Tank (LUST) cleanup site (gas station) and one old landfill; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement section 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 environment; therefore, impacts would remain less than significant. No work would occur within the limits of the old landfill.

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

Portions of the project alignment are within one-quarter mile of existing schools and would involve trenching or excavation activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the public right of way. However, section 803 of the City's "WHITEBOOK" 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?
- 

Please see VIII(a-c) above. The project alignment is not included on a list of hazardous materials



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locations. Therefore, implementation of the project would not create a significant hazard to the public or environment.

- 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?

Portions of the project alignment are within the Airport Influence Area of the Montgomery Field Airport Land Use Compatibility Plan. However, since the proposed project involves linear underground sewer and water main repair, it would not introduce any new features that would result in a safety hazard for people residing or working in the area, or create a flight hazard.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

The project site is not within proximity of a private airstrip.

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

Construction of the proposed project 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 and 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?

The proposed improvements and structures are not flammable, and do not introduce any new

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features that would increase the risk of fire. Standard construction safety measures for fire prevention during construction would minimize any potential for an accidental fire occurring within Manning Canyon. No such impact is anticipated to occur as a result of project implementation.

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 proposed project would include minimal short-term construction-related erosion sedimentation, but would not include any long term operational storm water impacts. The project would be required to comply with the City's Storm Water Standards Manual and would have to comply with a Water Pollution Control Plan. These plans would prevent or effectively minimize short-term water quality impacts during construction activities.

Resource agency permits are required from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife for removal of exposed sewer pipes and support structures within Manning Canyon as part of the abandonment process. An approved water diversion plan would be implemented during the rainy season for work occurring within jurisdictional drainages. Implementation of the WPCP and water diversion plan and compliance with the City's Storm Water Standards Manual would minimize pollutant runoff. The project would not violate any existing water quality standards or discharge requirements.

- b) Substantially deplete groundwater supplies or interfere substantially 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)?

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the



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course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?

Thus, the project would not substantially alter drainage patterns. All areas that are trenched would be backfilled and resurfaced to their pre-construction condition, including resurfacing trenches within existing improved public rights-of-way.

- 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Please see IX(c).

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?
- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see IX(c). The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.

- f) Otherwise substantially degrade water quality?
- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see IX(c). The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.

- 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project does not propose any housing.

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

The project does not propose any structures that would impede flood flows as it is a linear underground utility project.

- 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 proposed project does not include any features that would increase the risk associated with flooding beyond those of existing conditions.

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

The project would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project would involve replacing and installing utility infrastructure underground 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?

The project would involve replacing and installing utility infrastructure underground and would

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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?

Please see II(f). The project will include land use (MHPA Land Use Adjacency) mitigation measures in order to minimize potentially significant indirect impacts to the City's MHPA. Implementation of the land use mitigation measures in Section V of the MND's MMRP would ensure consistency with the MSCP and the City MHPA Land Use Adjacency Guidelines for protection of sensitive resources within the MSCP. Therefore, the project would not result in any significant conflicts.

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?

The areas around the proposed project alignment are not being used for the recovery of mineral resources and are not designated by the General Plan or other local, state or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

- 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?

Please see XI(a).

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?

The project would not result in the generation of operational noise levels in excess of existing

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standards or existing ambient noise levels in the vicinity of the project.

- b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?

The project would not result in any the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels.

- c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Please see XII(a-b). Construction-related noise would be temporary.

- d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

The proposed linear underground sewer and water repair project would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington's Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.

- 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?

Portions of the project alignment are within the Airport Influence Area of the Montgomery Field Airport Land Use Compatibility Plan. The project in and of itself would not generate operational noise. Compliance with OSHA standards will ensure the project workers and residents would not be exposed to excessive noise levels.

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- 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?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not located within the vicinity of a private airstrip.

**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)?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project scope does not include the construction of new or extended roads or new homes and businesses. The project would replace, rehabilitate, and realign existing outdated sewer and water infrastructure. Therefore, the project would not induce population growth nor require the construction of new infrastructure.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the displacement of any housing.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

Please see XIII(b). Improvements would not result in the displacement of any homes or people as no housing is being removed, replaced, and/or relocated as a result of project implementation.

**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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire Protection

The project would not result in adverse physical impacts to fire facilities or adversely affect existing levels of fire services.

ii) Police Protection

The project would not alter affect police protection services, facilities or impact the operation of police personnel, and would not require the construction or expansion of a police facility.

iii) Schools

The project would not affect existing levels of public services, and would not require the construction or expansion of a school facility.

v) Parks

The project would not affect existing levels of public services, and would not require the construction or expansion of a park facility.

vi) Other public facilities

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

XV. RECREATION – Would the project:

a) 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?

The project would not adversely affect the availability of and/or need for new or expanded

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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recreational services.

- b) Include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Please see XV(a). The project does not propose recreation facilities nor require the construction or expansion of any such 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 proposed project 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 such that traffic circulation would not be substantially impacted. Therefore, the project would not result in any significant permanent increase in traffic generation.

Portions of the existing sewer maintenance access path will be completely revegetated as they are no longer needed. Vehicular access will remain in the northern portion of Manning Canyon where the abandonment will occur for purposes of continued Park Ranger access and maintenance access for storm water crews to maintain existing facilities. The remaining portion of the path leading south to the easement entrance on Lanston street will be partially revegetated to create a path with a maximum width of four feet where the path width currently exceeds four feet. The continuous path will remain in place as part of the future path system identified within the draft Tecolote Natural Resource Management Plan, which is currently proceeding thru the City's approval process for adoption. No circulation within the canyon would be permanently affected. Temporary access restrictions may occur during construction, abandonment and revegetation activities. However, these temporary restrictions would not be considered significant as they are temporary and there are other access points to enter and exit



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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the canyon for public access.

- 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 proposed project 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 so that existing cumulative or individual levels of service are minimally impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or permanent reduction in level 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 sewer and water improvements would have no effect on air traffic patterns.

- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

The project would not create an increase in hazards resulting from design features, and would reduce temporary hazards due to construction to a less than significant level through a Traffic Control Plan.

- e) Result in inadequate emergency access?

Construction of the proposed project 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 such that emergency access would not be substantially impacted. Therefore, the project would not result in inadequate emergency access.



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would temporarily impact circulation during construction activities relative 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in an increase in the intensity of the use, and would not exceed wastewater treatment requirements. No wastewater generation is associated with this project.

- 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in an increase in the intensity of the use, would not be associated with the generation of wastewater, and would not be required to construct a new water or wastewater treatment facility.

- 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?
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

No new storm water drainage facilities or expansion of existing facilities are required or proposed.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources,
- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
|  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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or are new or expanded entitlements needed?

Construction of the proposed project would not increase the demand for water, and would improve the existing water pipelines within the project area.

- e) Result in a determination by the wastewater treatment provider 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?

The proposed project would not require any wastewater treatment services. Therefore, the project would have no impact on the current demand on existing wastewater commitments.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Project waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including the permitted 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?

Please 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 federal 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,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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?

Implementation of the MMRP would reduce potential impacts to biological resources, land use, and historical resources (archaeology and paleontology) to below a level of significance. Potential impacts associated with the bird breeding season may result due to project construction. Implementation of the MMRP would reduce potential impacts to avian species resources and impacts to and within the MHPA.

With respect to the project's location and the historically sensitive areas, construction activities have the potential to impact cultural resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, archaeological and paleontological monitoring would be required and with implementation of mitigation requirements would reduce potential impacts to historical resources to below a level of significance; and therefore would not result in a substantial adverse change to the significance of a historical resource or eliminate important examples of California history or prehistory.

- b) Does the project have impacts that are 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 terms of the overall impacts of Citywide linear pipeline repair projects, any potential incremental impacts to biological, cultural, and paleontological resources from this project would be mitigated to below a level of significance. Collectively, all Citywide project impacts on biological, cultural and paleontological resources are reduced to a less than significant level through project mitigation. Please see Section V of the MND's MMRP for further details on all mitigation requirements. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources.

- c) Does the project have environmental effects, which will cause substantial

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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adverse effects on human beings, either directly or indirectly?

As stated previously, potentially significant impacts have been identified for biological, land use, archaeological and paleontological resources. However, mitigation has been included in Section V of this MND's MMRP to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact on human beings.

### INITIAL STUDY CHECKLIST

#### REFERENCES

#### I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan
- Community Plan: Linda Vista
- Local Coastal Plan
- Site Specific Report:

#### 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)
- California Department of Conservation, Divisions of Land Resource Protection Farmland Mapping
- 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: Biological Survey Letter Report for the Manning Canyon Water and Sewer Replacement Project Located in the City of San Diego (December 16, 2014) prepared by Merkel and Associates, Inc.
- Revegetation Plan Report Manning Canyon Water and Sewer Replacement Project (December 2014) prepared by Merkel and Associates, Inc.

#### V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

- City of San Diego Historical Resources Guidelines
- City of San Diego Archaeology Sensitivity Maps
- 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: Manning Canyon Sewer and Water Replacement – Greenhouse Gas Memo (November 24, 2014) prepared by City of San Diego Public Works Department

**VIII. HAZARDS AND HAZARDOUS MATERIALS:**

- San Diego County Hazardous Materials Environmental Assessment Listing
- San Diego County Hazardous Materials Management Division
- State Water Resource Control Board Geotracker
- California Department of Toxic Substances Control Envirostor
- FAA Determination
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized
- Airport Land Use Compatibility Plan: Montgomery Field
- 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](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: Linda Vista
- Airport Land Use Compatibility Plan: Montgomery Field
- City of San Diego Zoning Maps
- FAA Determination

**XI. MINERAL RESOURCES**

- City of San Diego General Plan
- 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

**XII. NOISE**

- Community Plan: Linda Vista
- 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

**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

**XIV. POPULATION / HOUSING**

- City of San Diego General Plan
- Community Plan: Linda Vista
- Series 11 Population Forecasts, SANDAG
- Other:

**XV. PUBLIC SERVICES**

- City of San Diego General Plan
- Community Plan: Linda Vista

XVI. RECREATIONAL RESOURCES

- City of San Diego General Plan
- Community Plan: Linda Vista
- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources: Draft Tecolote Natural Resources Management Plan

XVII. TRANSPORTATION / CIRCULATION

- City of San Diego General Plan
- Community Plan: Linda Vista
- 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: Linda Vista Community Plan
- Site Specific Report:

XIX. WATER CONSERVATION

- City of San Diego General Plan
- Community Plan: Linda Vista Community Plan
- Sunset Magazine; New Western Garden Book, Rev. ed. Menlo Park, CA: Sunset Magazine



**Brunette, Mark**

---

**From:** Cultural [Cultural@pauma-nsn.gov]  
**Sent:** Tuesday, August 04, 2015 1:44 PM  
**To:** DSD EAS  
**Cc:** Dixon, Patti; Jeremy Zagarella  
**Subject:** Manning Canyon Sewer and Water Replacement, Project No. 320730

The Pauma Band of Luiseno Indians has received the July 23 notice on a draft MND for the Manning Canyon Sewer and Water Replacement Project No. 320730. We are in support of the Cultural Mitigation Measures for the Project. We will defer any decisions on cultural finds to the Kumeyaay Bands in the San Diego area. Please contact us if there are any questions.

Chris DeVers  
Cultural Liaison  
Pauma Band of Luiseno Indians

# RINCON BAND OF LUISEÑO INDIANS

## Culture Committee

1 W. Tribal Road · Valley Center, California 92082 ·  
(760) 297-2621 or (760) 297-2622 & Fax: (760) 749-8901



July 27, 2015

Mark Brunette  
The City of San Diego  
Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

**Re: Manning Canyon Sewer and Water Replacement Project No. 320730**

Dear Mr. Brunette:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Manning Canyon Sewer and Water Replacement Project No. 320730. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions.

If you would like information on tribes within your project area, please contact the Native American Heritage Commission and they will assist with a referral.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

Jim McPherson  
Manager  
Rincon Cultural Resources Department

Bo Mazzetti  
Tribal Chairman

Stephanie Spencer  
Vice Chairwoman

Steve Stallings  
Council Member

Laurie E. Gonzalez  
Council Member

Alfonso Kolb  
Council Member

**APPENDIX B**  
**SITE DEVELOPMENT PERMIT**

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

**WHEN RECORDED MAIL TO**  
**PROJECT MANAGEMENT**  
**PERMIT CLERK**  
**MAIL STATION 501**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WBS NUMBER: B-00504.02.06

**SITE DEVELOPMENT PERMIT NO. XXXX**  
**MANNING CANYON SEWER LINE ABANDONMENT, PROJECT NO. 320730, MMRP,**  
**DEVELOPMENT SERVICES DEPARTMENT**

This Site Development Permit No. XXXX is granted by the Development Services Department of the City of San Diego to the Public Works Department, Owner, and, Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504(b). The site is located within portions of the following streets: Osler, Comstock, Lanston, Langmuir, and West Jewett in the RM-1-1, RM-3-7, RM-4-10, and OP-2-1 (Open Space – Park) zone(s) of the Linda Vista Community Plan area.

The project shall include:

- a. Replacement, tunneling, rehabilitation, and installation of 15,785 linear feet (LF) of sewer mains and 2,555 LF of water mains;
- b. Approximately 5,011 LF of existing sewer mains would be abandoned and 600 square feet of an easement vacation on private property (APN 431-180-0100);
- c. Installation of curb ramps, laterals, cleanouts, water meters, water boxes, slurry seal, and manholes; and
- d. Rehabilitation of existing manholes and street resurfacing.

**STANDARD REQUIREMENTS:**

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC

requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by [ENTER DATE including the appeal time].

2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
  - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
  - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.
8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
9. All of the conditions contained in this Permit have been considered and were determined-necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

If any condition of this Permit, on a legal challenge by the Owner/Permittee of this Permit, is found or held by a court of competent jurisdiction to be invalid, unenforceable, or unreasonable,

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

**ENVIRONMENTAL/MITIGATION REQUIREMENTS:**

10. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

11. The mitigation measures specified in the MMRP and outlined in, **Mitigated Negative Declaration, NO. 320730**, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

12. The Owner/Permittee shall comply with the MMRP as specified in **Mitigated Negative Declaration, NO. 320730**, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

**Biological Resources**

**Archaeological Resources**

**Paleontological Resources**

**MHPA Land Use Adjacency**

**INFORMATION ONLY:**

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.
- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Development Services Department of the City of San Diego on  
[INSERT Approval Date] and [Approved Resolution Number].

Site Development Permit/PTS No. 320730 Approval No. ~~XXXX~~

Date of Approval: ~~XXXX~~

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES  
DEPARTMENT

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Angela Nazareno  
Development Project Manager

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

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

**City of San Diego**  
Owner/Permittee

By \_\_\_\_\_  
Jeff Soriano  
Associate Engineer, Public Works

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



**APPENDIX C**  
**FIRE HYDRANT METER PROGRAM**

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 1 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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.)

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 2 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

- 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)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

Application Date	Requested Install Date:
------------------	-------------------------

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: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>	
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>	
Backflow #	Backflow Size:	Backflow Make and Style:	
Name:	Signature:	Date:	

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 D**

**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 E**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		<b>Contractor's Name:</b>	
<b>Project Name:</b>		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	<b>Invoice No.</b>
Resident Engineer (RE):		Contractor's fax #:	<b>Invoice Date:</b>
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	<b>Field Orders</b>				\$ -	\$ -		\$ -	0.00%	\$ -	
18					\$ -	\$ -		\$ -	0.00%	\$ -	
	<b>CHANGE ORDER No.</b>				\$ -	\$ -		\$ -	0.00%	\$ -	
					\$ -	\$ -		\$ -	0.00%	\$ -	
Total Authorized Amount (including approved Change Order)					\$ -	\$ -		\$ -	<b>Total Billed</b>	\$ -	

**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	\$ -
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

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

---

Resident Engineer

---

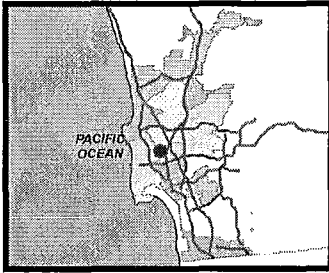
Construction Engineer

**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
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	

Contractor Signature and Date: \_\_\_\_\_

**APPENDIX F**  
**LOCATION MAP**



# MANNING CANYON WATER AND SEWER REPLACEMENT



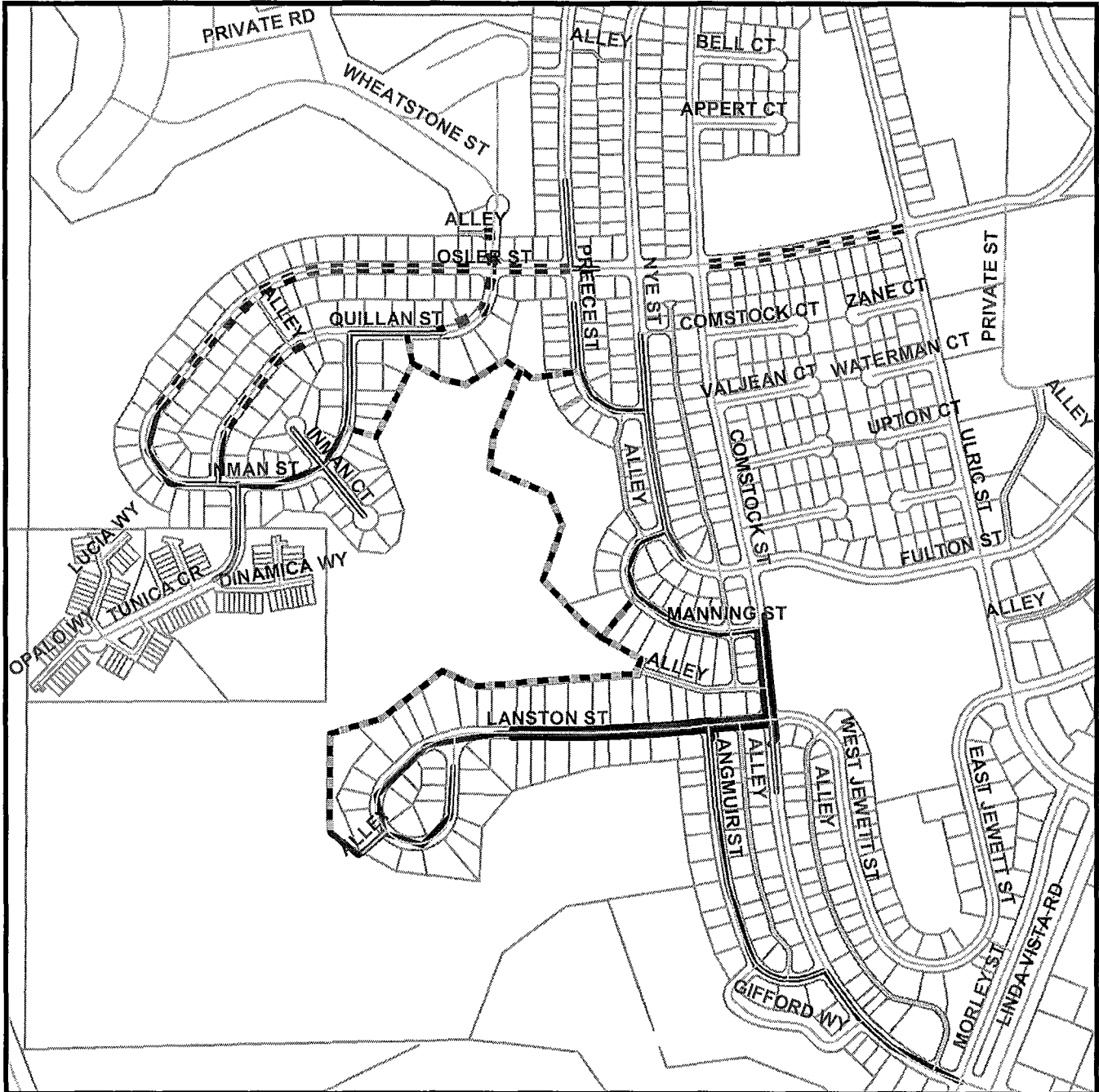
SENIOR ENGINEER  
Wendy Gamboa  
619-235-1971

PROJECT MANAGER  
Daniel Tittle  
619-533-7468

PROJECT ENGINEER  
Ali Mohammadian  
619-533-7481

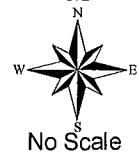
CONSTRUCTION PROJECT  
INFORMATION LINE  
619-533-4207

Division Name - ROWD



### Legend

- Sewer Abandonment
- Water Replacement
- Sewer Rehab
- ..... Proposed Storm Drain
- Sewer Replacement



COMMUNITY NAME:  
Linda Vista  
e-Bidding Manning Canyon Sewer and Water Replacement Appendix F - Location Map (Rev. 12/2013)  
Date: December 12, 2013

COUNCIL DISTRICT: 7

SAP ID: B00504 (S) \ B00095 (W)  
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**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](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 <sup>1</sup>

## 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.

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<sup>1</sup> 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 <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
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)
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 NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)
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	
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)			
J	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____ <input type="checkbox"/> CHRONIC OR DELAYED (explain) _____ <input type="checkbox"/> NOTKNOWN (explain) _____			
K	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS			
L	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)			
M	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.

**APPENDIX I**  
**LONG-TERM REVEGETATION MAINTENANCE AGREEMENT**

## LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and Burtech Pipeline Incorporated (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Manning Canyon Sewer and Water Replacement** (Project), SAP No. (WBS/IO) number **B-00095 / B-00504**, Bid No. **K-16-1422-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Manning Canyon Sewer and Water Replacement** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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

### INTRODUCTORY PROVISIONS

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

**E. Partial Release of Payment Bond and Performance Bond**

1. **Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
2. **Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
  - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than \$20,500, Percent (0.3%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).
3. **No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.



## SECTION 1: MAINTENANCE CONTRACT SUMMARY

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

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

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

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

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with Section 700-2.11, Maintenance and Plant Establishment and 700-2.12, Revegetation Maintenance and Monitoring Program of the Whitebook and shall continue for 25 months. A copy of the approval email is attached as Exhibit B.

- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTRMC.

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

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

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

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

## SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The Public Works Department is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC requires an act or approval by City, that act or approval will be performed by the City.
- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

## PART 3: WORK SITE MAINTENANCE

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

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

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

The Contractor shall submit a monthly pesticide use report to City along with Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application,



applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor under this LTRMC, or other penalties.

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

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

#### SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **\$20,500.00** (Contract Price).
- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.
- 4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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

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

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

## SECTION 5: BONDS AND INSURANCE

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

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

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

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

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

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE" for:
  1. Commercial General Liability
  2. Commercial Automobile Liability
  3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

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

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



## SECTION 6: MISCELLANEOUS

- 6.1** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2** City Standard Provisions. This LTRMC is subject to the following standard provisions:
1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
  2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
  4. WHITEBOOK, Section 7-13.7, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
  5. WHITEBOOK, Section, 7-13.8, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.
  7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3** **Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.
- 6.4** **Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

- 6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7 Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.

**6.13 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director and by the Contractor.

Dated this 28 day of February, 2019

THE CITY OF SAN DIEGO

By: \_\_\_\_\_



Claudia C. Abarca  
Deputy Director  
Public Works Department

I HEREBY CERTIFY I can legally bind **Burtech Pipeline Incorporated** and that I have read this entire contract, this 13th day of February, 2019.

By: ✓ \_\_\_\_\_



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

Dominic J. Burtech

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

President & CEO

I HEREBY APPROVE the form of the foregoing Contract this

5th

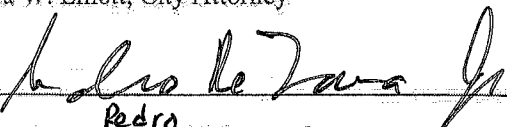
day

March

of 2019.

Mara W. Elliott, City Attorney

By: \_\_\_\_\_



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

Pedro DeLara, Jr.

Deputy City Attorney



## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Drawings in **Exhibit D**, which are incorporated into this contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The work also includes biological monitoring of the Revegetation Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation plan.

- III. **Method of Performing Work.**

- A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
  1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
  2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
  3. Irrigation shall be accomplished as follows:

- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
  - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.



5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:
- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
  - b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
  - c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
  - d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

B. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.



- 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
  - 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.
- 1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.
  - 2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
  - 3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
    - a) iron chelate;
    - b) soil sulfur;
    - c) gypsum; or
    - d) surfactant enzymes such as Sarvon or Naiad.
  - 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer

material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
  - 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor’s monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
  - 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
  - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
  - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur,

Contractor shall replace the plants as directed by City. City will pay for materials and labor.

- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
  - 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
  - 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.



## EXHIBIT B

From: Wakem, Jennifer  
To: "Jennifer Gutierrez"; Paver, Sean; Ortiz, Jesus; Kilburg, Paul  
Cc: Brian Parker; Kayo Valenti  
Subject: RE: 120-day PEP SOR for the Manning Canyon Sewer & Water Replacement Project, WBS# B00504.07.01 (RECON Number 8677)  
Date: Thursday, August 23, 2018 9:42:17 AM

Hi all,

MMC concurs with biologist observations and recommendations. As discussed at the PEP meeting, since there are no PEP success criteria, we will go ahead and move into the maintenance period effective 8/7/18.

Thanks,

Jennifer Wakem, MPA  
Associate Planner City of San Diego  
Development Services Department  
T (858) 627-3364  
C (619) 218-6 31  
sandiego.gov

From: Jennifer Gutierrez <jgutierrez@reconenvironmental.com>  
Sent: Monday, August 20, 2018 3:52 PM  
To: Paver, Sean <SPaver@sanidiego.gov>; Wakem, Jennifer <JWakem@sanidiego.gov>; Ortiz, Jesus <JMortiz@sanidiego.gov>; Kilburg, Paul <PKilburg@sanidiego.gov>  
Cc: Brian Parker <bparker@reconenvironmental.com>; Kayo Valenti <kvalenti@reconenvironmental.com>  
Subject: 120-day PEP SOR for the Manning Canyon Sewer & Water Replacement Project, WBS# B00504.07.01 (RECON Number 8677)

Per the request of Brian Parker and Kayo Valenti, PDF and MS Word files for the above-referenced report are attached. Please contact Brian and Kayo with any questions or comments.

Jennifer Gutierrez Production Specialist  
RECON Environmental, Inc.  
1927 Fifth Avenue San Diego, CA 92101 P (619) 308-9333  
F (619) 308-9334

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: 718202 ; A, C36

Name of License Holder: Dominic Joseph Burtech Jr.

Expiration Date: 1/31/2020

Pest Control Applicator's Name: N/A

License Number: N/A

Expiration Date: N/A

Pest Control Advisor's Name: N/A

License Number: N/A

Expiration Date: N/A

City of San Diego Business License Number: B1996002066

Expiration Date: 1/31/2020

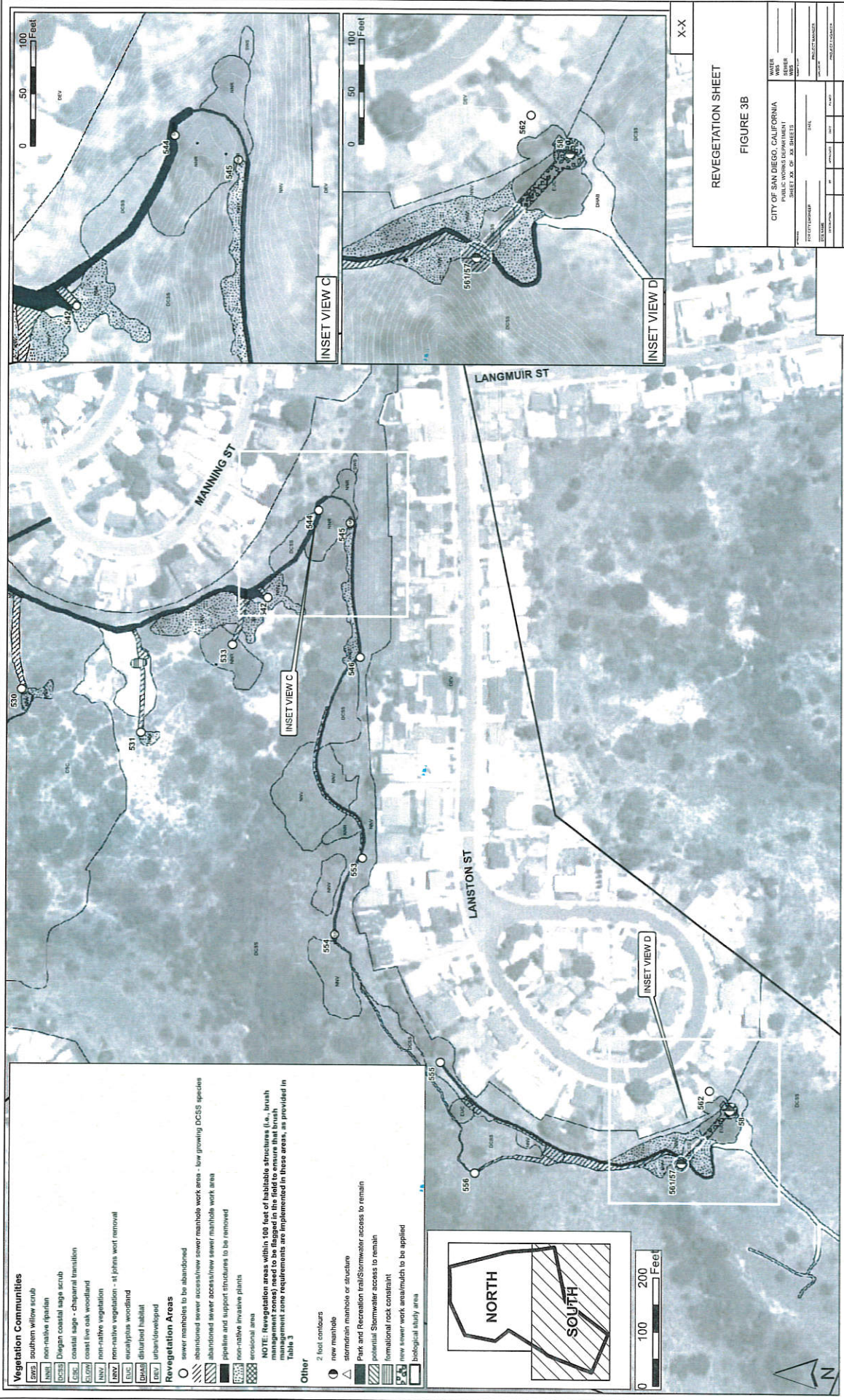




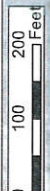
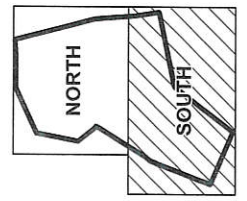




REVEGETATION SHEET



- Vegetation Communities**
- DCES1 southern willow scrub
  - DCES2 non-native riparian
  - DCES3 Diego coastal sage scrub
  - DCES4 coastal sage - chaparral transition
  - DCES5 coast live oak woodland
  - DCES6 non-native vegetation
  - DCES7 non-native vegetation - st John's wort removal
  - DCES8 eucalyptus woodland
  - DCES9 disturbed habitat
  - DCES10 urban/developed
- Revegetation Areas**
- sewer manholes to be abandoned
  - abandoned sewer access/new sewer manhole work area - low growing DCES species
  - abandoned sewer access/new sewer manhole work area
  - pipeline and support structures to be removed
  - non-native invasive plants
  - erosional area
- Other**
- 2 foot contours
  - new manhole
  - storm drain manhole or structure
  - Park and Recreation trail/Stormwater access to remain
  - potential Stormwater access to remain
  - potential rock constraint
  - new sewer work area/mudch to be applied
  - biological study area
- NOTE:** Revegetation areas within 100 feet of habitable structures (i.e., brush management zones) need to be flagged in the field to ensure that brush management zone requirements are implemented in these areas, as provided in Table 3



X-X

REVEGETATION SHEET  
FIGURE 3B

CITY OF SAN DIEGO, CALIFORNIA	
PROJECT NUMBER	561037
PROJECT NAME	MANNING CANYON
DATE	02/02/2021
SCALE	AS SHOWN
PROJECT MANAGER	
DESIGNER	
CHECKED BY	
DATE	
APPROVED BY	
DATE	
PROJECT NUMBER	561037
PROJECT NAME	MANNING CANYON
DATE	02/02/2021
SCALE	AS SHOWN
PROJECT MANAGER	
DESIGNER	
CHECKED BY	
DATE	
APPROVED BY	
DATE	
PROJECT NUMBER	561037
PROJECT NAME	MANNING CANYON
DATE	02/02/2021
SCALE	AS SHOWN
PROJECT MANAGER	
DESIGNER	
CHECKED BY	
DATE	
APPROVED BY	
DATE	

*Adam Behle*  
Adam Behle - Project Biologist

MANNING CANYON WATER AND SEWER REPLACEMENT PROJECT (#WBS B-00504.02.02) REVEGETATION PLAN

XXXX-XX-X



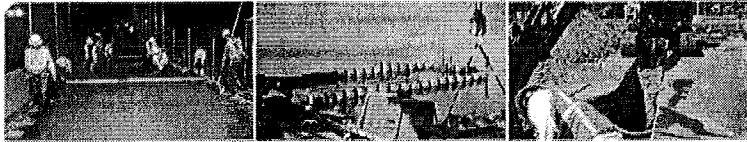
REHAB DATA COLLECTION - SEWER MAINS

FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

**APPENDIX K**  
**MANNING CANYON REVEGETATION PLAN**



**APPENDIX L**  
**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](mailto:engineering@sandiego.gov)**

**Visit: [sandiego.gov/CIP](http://sandiego.gov/CIP)**



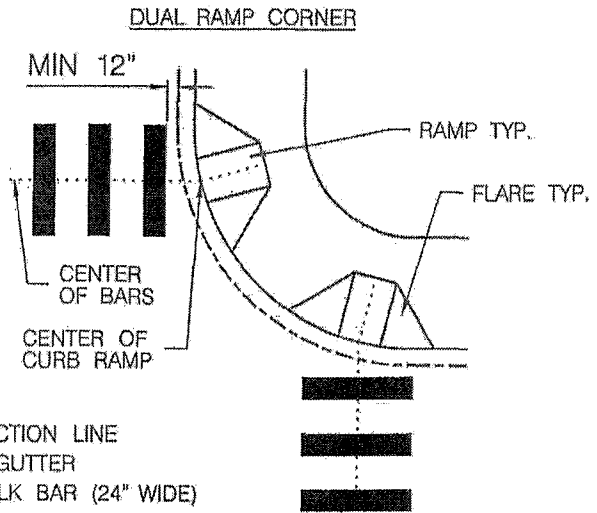
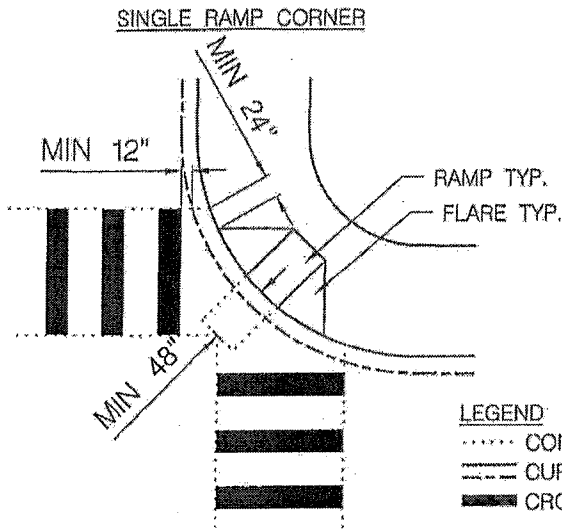
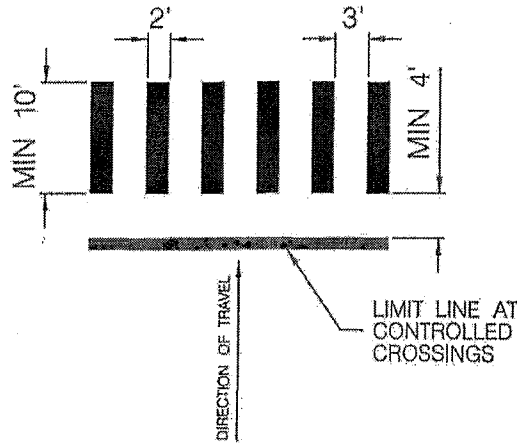
This information is available in alternative formats upon request.



**APPENDIX M**

**SDM-116 CONTINENTAL CROSSWALK MARKINGS, LAYOUT AND NOTES**

# TYPICAL CONTINENTAL CROSSWALK MARKINGS



### LEGEND

- ..... CONSTRUCTION LINE
- CURB & GUTTER
- █ CROSSWALK BAR (24" WIDE)

### GENERAL NOTES:

1. ALL MARKED CROSSWALKS SHALL HAVE CONTINENTAL MARKINGS UNLESS APPROVED OTHERWISE.
2. MARKED CROSSWALK LOCATIONS CONSISTING OF BRICK PAVERS OR OTHER DECORATIVE PAVING SHALL BE PROVIDED WITH A LIMIT LINE ONLY.
3. SIGNALIZED INTERSECTIONS SHALL BE PROVIDED WITH A MARKED CROSSWALK ACROSS EACH LEG WHERE PEDESTRIANS ARE PERMITTED TO CROSS.
4. CONTINENTAL CROSSWALK MARKINGS SHALL BE ALIGNED PARALLEL TO THE DIRECTION OF VEHICULAR TRAVEL.
5. LIMIT LINES SHALL BE INSTALLED A MINIMUM OF 4 FEET IN ADVANCE OF MARKED CROSSWALKS FOR THE APPROACH LANES AT ALL CONTROLLED CROSSINGS.
6. MARKED CROSSWALKS SHOULD BE A MINIMUM OF 10 FEET IN WIDTH. PLACEMENT OF CONTINENTAL CROSSWALKS SHALL COMPLY WITH ACCESSIBILITY REGULATIONS PER THE MOST RECENT VERSION OF AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
7. THE CROSSWALK BETWEEN A DUAL RAMP CORNER AND A SINGLE RAMP CORNER SHALL BE AT LEAST 10 FEET WIDE AND SATISFY THE MINIMUM OF 2 FEET BEYOND THE FLARE REQUIREMENT FOR THE SINGLE RAMP.
8. CONTINENTAL CROSSWALK BARS SHALL BE UNIFORM WITHIN THE SAME CROSSING. NO PARTIAL BARS SHALL BE INSTALLED.
9. A CROSSWALK BAR SHALL BE CENTERED IN THE CENTER OF THE CROSSING.
10. CROSSWALK MARKINGS SHALL BE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA-MUTCD) RETROREFLECTIVITY COMPLIANT AND SKID RESISTANT.

SHEET 1 OF 3

REVISION	BY	APPROVED	DATE
ORIGINAL	JF	J. NAGELVOORT	02/15

CITY OF SAN DIEGO -- STANDARD DRAWING

## CONTINENTAL CROSSWALK MARKINGS LAYOUT AND NOTES

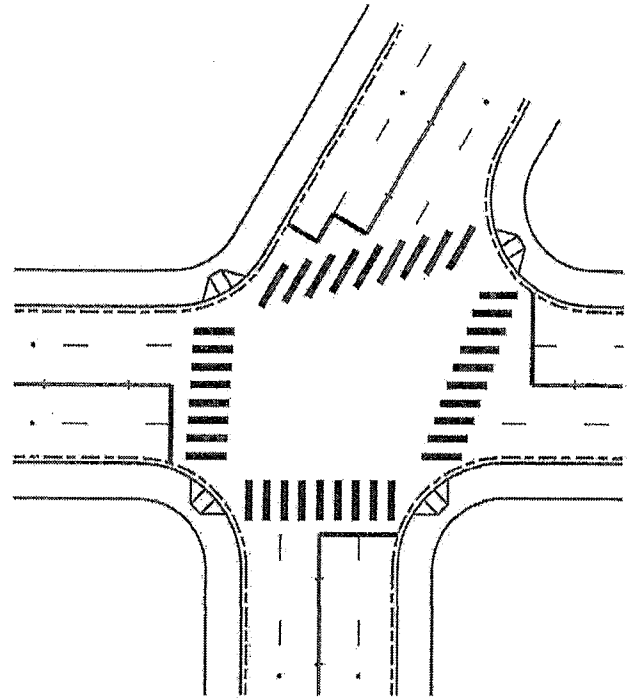
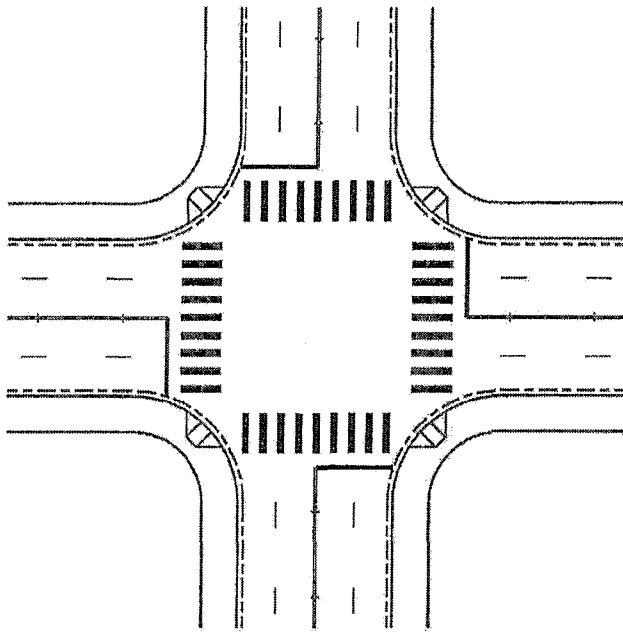
RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE

*CRPungca* 2/5/2015  
COORDINATOR R.C.E. 58523 DATE

DRAWING NUMBER **SDM-116**

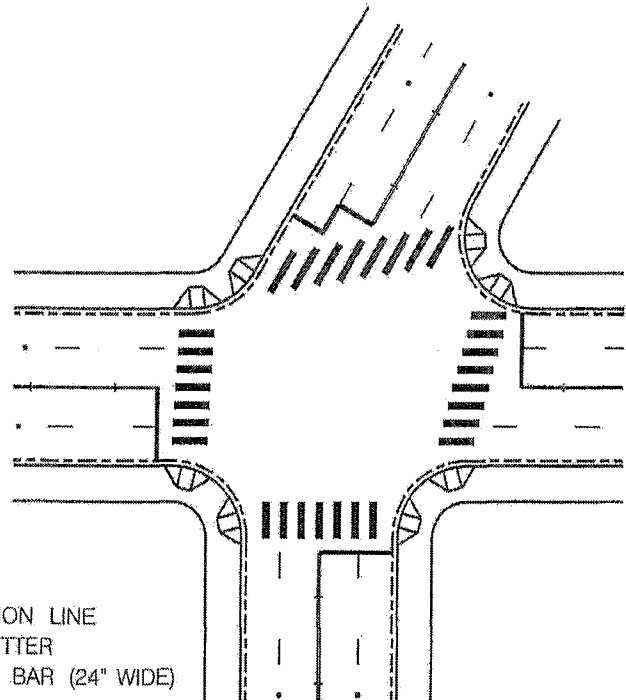
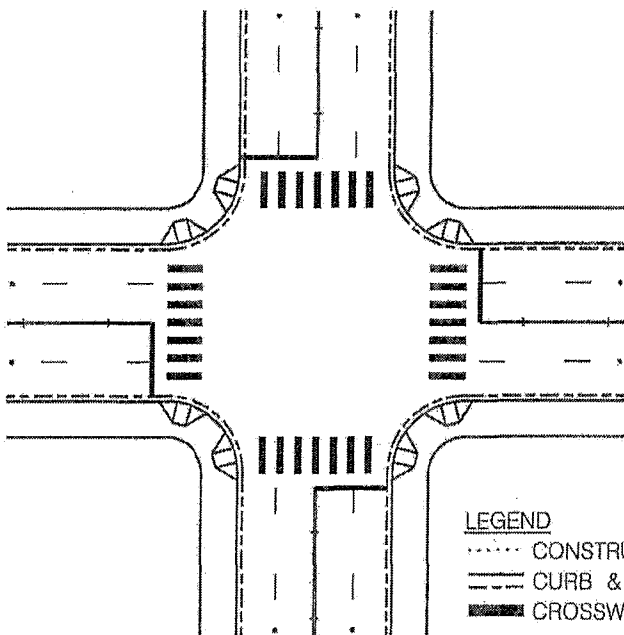
CASE 1 – SINGLE RAMP ORTHOGONAL

CASE 2 – SINGLE RAMP SKEWED



CASE 3 – DUAL RAMP ORTHOGONAL

CASE 4 – DUAL RAMP SKEWED



**LEGEND**  
 - - - - - CONSTRUCTION LINE  
 ——— CURB & GUTTER  
 ▬▬▬ CROSSWALK BAR (24" WIDE)

SHEET 2 OF 3

REVISION	BY	APPROVED	DATE
ORIGINAL	JF	J. NAGELVOORT	02/15

CITY OF SAN DIEGO – STANDARD DRAWING

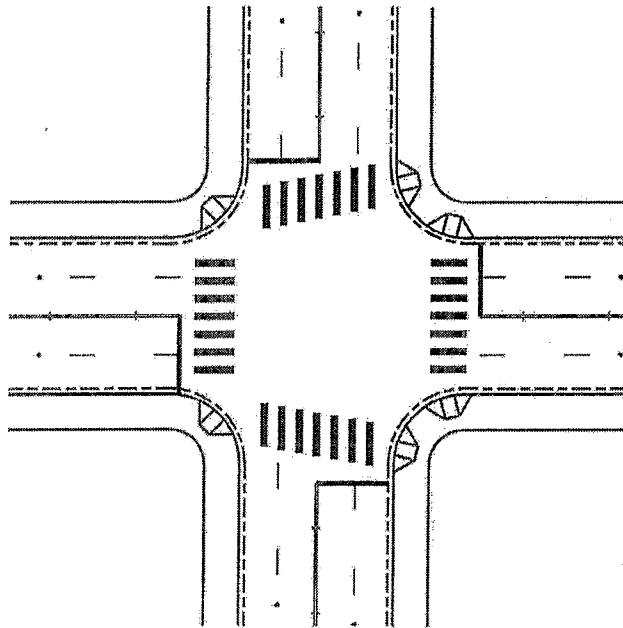
**CONTINENTAL CROSSWALK  
 MARKINGS LAYOUT AND NOTES**

RECOMMENDED BY THE CITY OF SAN DIEGO  
 STANDARDS COMMITTEE  
*CR Bungle* 2/5/2015  
 COORDINATOR R.C.E. 69523 DATE

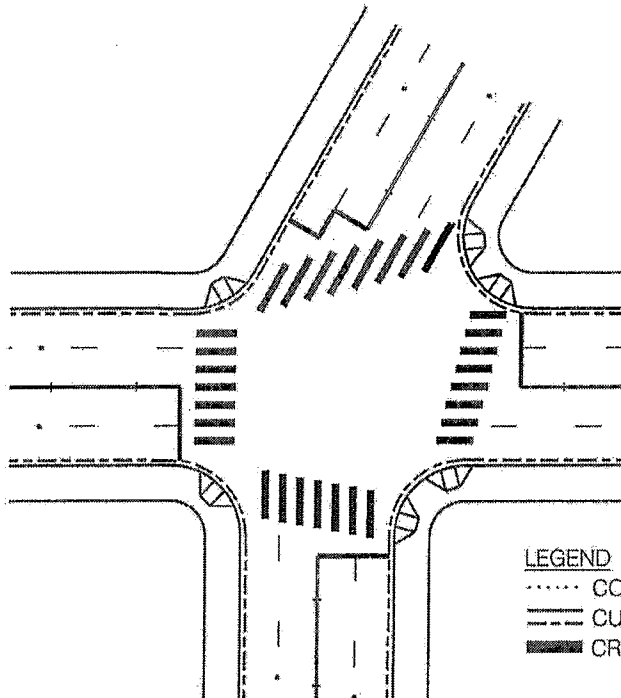
DRAWING NUMBER **SDM-116**



CASE 5 - DUAL AND SINGLE RAMP ORTHOGONAL



CASE 6 - DUAL AND SINGLE RAMP SKEWED



- LEGEND**
- ..... CONSTRUCTION LINE
  - CURB & GUTTER
  - █ CROSSWALK BAR (24" WIDE)

SHEET 3 OF 3

REVISION	BY	APPROVED	DATE
ORIGINAL	JF	J. NAGELVOORT	02/15

CITY OF SAN DIEGO - STANDARD DRAWING

**CONTINENTAL CROSSWALK  
MARKINGS LAYOUT AND NOTES**

RECOMMENDED BY THE CITY OF SAN DIEGO  
STANDARDS COMMITTEE

*Chungra* 2/5/2015  
COORDINATOR R.E. 68963 DATE

DRAWING  
NUMBER **SDM-116**

**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 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:

**Manning Canyon Sewer and Water Replacement**

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-1422-DBB-3**; SAP No. (WBS/IO/CC) **B-00095 / B-00504**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
by \_\_\_\_\_ Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED as Principal, and  
NORTH AMERICAN SPECIALTY INSURANCE COMPANY 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

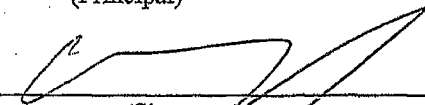
MANNING CANYON SEWER AND WATER REPLACEMENT, BID NO. K-18-1422-DBB-3

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 20TH day of NOVEMBER, 2015

BURTECH PIPELINE, INCORPORATED (SEAL)  
(Principal)

NORTH AMERICAN  
SPECIALTY INSURANCE COMPANY (SEAL)  
(Surety)

By:   
(Signature)  
DOMINIC J. BURTECH, JR., PRESIDENT

By:   
(Signature)  
MARK D. IATAROLA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# California Acknowledgment Form

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 } ss.

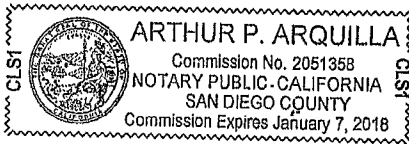
On 11/23/10 before me, Arthur P. Arquilla, Notary Public  
(here insert name and title of the officer)  
personally appeared Dominic Butcher

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.

Seal

WITNESS my hand and official seal.



Arthur P. Arquilla  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

Notes

**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.

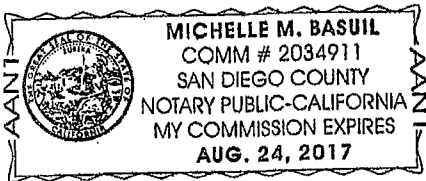
State of California )  
County of SAN DIEGO )

On 11/20/2015 before me, MICHELLE M. BASUIL, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
personally appeared MARK D. IATAROLA  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Michelle M. Basuil*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: MARK D. IATAROLA  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney In Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,

and MARK D. IATAROLA

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2015.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 17th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of NOVEMBER, 2015.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

## 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.

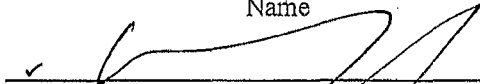
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the 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
	NONE				

Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO

Name



Signature

Date 11/24/2015

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: BURTECH PIPELINE INC. Contact Name: Dominic Burtech  
 Company Address: 102 Second St., Encinitas, CA 92024 Contact Phone: (760) 639-2822  
 Contact Email: pipemaster7@cox.net

**CONTRACT INFORMATION**

Contract Title: Manning Canyon Sewer and Water Replacement Start Date: Feb. 2016  
 Contract Number (if no number, state location): K-16-1422-DBB-3 End Date: May 2017

**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](http://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.

Dominic Burtech, President & CEO      [Signature]      11/24/15  
 Name/Title of Signatory      Signature      Date

**FOR OFFICIAL CITY USE ONLY**

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

(Rev 02/15/2011)

Bid Results for Project Manning Canyon Sewer and Water Replacement (K-16-1422-DBB-3)	
Issued on 10/28/2015	
Bid Due on November 24, 2015 2:00 PM (Pacific)	
Exported on 11/24/2015	

Vendor ID	Company Name	Address	City	Zip Code	Country	Contact	Phone	Fax	Email	Vendor Type
289090	Burtech Pipeline Incorporated	102 Second Street	Encinitas	92024	United States	Buddy Aquino	760-634-2822	760-634-2415	buddy@burtechpipeline.com	CADIR,Local

Response ID	Response Title	Response Phone	Response Email
BUDDY AQUINO	CHIEF ESTIMATOR	760-634-2822	buddy@burtechpipeline.com

Bid Format	Submitted Date	Status	Confirmation #	Ranking
Electronic	November 24, 2015 1:53:56 PM (Pacific)	Submitted	68152	0

Attachments		
File Title	File Name	File Type
Bid Bond	Bid Bond.pdf	General Attachments
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	General Attachments
Equal Benefits Ordinance	Equal Benefits Ordinance.pdf	General Attachments
Bid Bond	Bid Bond.pdf	Bid Bond

Item Num	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	Bonds (Payment and Performance)	LS	1	\$45,000.00	\$45,000.00
2	Main Bid	Video Recording of Pre-existing Conditions	LS	1	\$2,400.00	\$2,400.00
3	Main Bid	Traffic Control	LS	1	\$60,000.00	\$60,000.00
4	Main Bid	K-Rail (Tunneling)	LF	400	\$18.00	\$7,200.00
5	Main Bid	Flashing Arrow Boards (Tunneling)	LS	1	\$12,000.00	\$12,000.00
6	Main Bid	Safety Construction 6'-High Fencing (Tunneling)	LF	400	\$10.00	\$4,000.00
7	Main Bid	Exclusive Community Liaison	LS	1	\$30,000.00	\$30,000.00
8	Main Bid	Mobilization	LS	1	\$70,000.00	\$70,000.00
9	Main Bid	Field Orders - Type II	AL	1	\$150,000.00	\$150,000.00
10	Main Bid	Additional Pavement Removal & Disposal	CY	160	\$20.00	\$3,200.00
11	Main Bid	Adjusting Existing Gate Valve Cover to Grade	EA	16	\$400.00	\$6,400.00
12	Main Bid	Cold Mill AC Pavement (0 to 1.5")	SF	6850	\$1.70	\$11,645.00
13	Main Bid	Asphalt Pavement Repair	TON	50	\$380.00	\$19,000.00
14	Main Bid	Rubber Polymer Modified Slurry Type I over Type III and Striping	SF	237705	\$0.66	\$156,885.30
15	Main Bid	Pavement Restoration Adjacent to Trench	SF	60000	\$58.00	\$3,480,000.00
16	Main Bid	1-1/2 Inch Asphalt Concrete Overlay and Striping	TON	1065	\$101.00	\$107,665.00
17	Main Bid	Road Hump Replacement	TON	20	\$385.00	\$7,700.00
18	Main Bid	Concrete Pavement	CY	40	\$595.00	\$23,800.00
19	Main Bid	Pavement Fabric	SY	6531	\$4.14	\$27,038.34
20	Main Bid	Crack Seal	LB	700	\$12.50	\$8,750.00
21	Main Bid	Cross Gutter	SF	2000	\$15.00	\$30,000.00
22	Main Bid	Additional Curb and Gutter Removal and Replacement	LF	500	\$32.00	\$16,000.00
23	Main Bid	Additional Sidewalk Removal and Replacement	SF	1800	\$7.00	\$12,600.00
24	Main Bid	Curb Ramp Type C1 with Stainless Steel Detectable Warning Tiles	EA	1	\$3,150.00	\$3,150.00
25	Main Bid	Curb Ramp Type A with Stainless Steel Detectable Warning Tiles	EA	1	\$3,150.00	\$3,150.00
26	Main Bid	Curb Ramp Type Case A with Detectable Warning Tiles	EA	2	\$3,050.00	\$6,100.00
27	Main Bid	Curb Ramp Type A with Detectable Warning Tiles	EA	1	\$3,050.00	\$3,050.00
28	Main Bid	Curb Ramp Type C1 with Detectable Warning Tiles	EA	11	\$2,850.00	\$31,350.00
29	Main Bid	Curb Ramp Type C2 with Detectable Warning Tiles	EA	6	\$2,675.00	\$16,050.00
30	Main Bid	Curb Ramp Type D with Detectable Warning Tiles	EA	4	\$2,500.00	\$10,000.00
31	Main Bid	Trench Shoring	LS	1	\$60,000.00	\$60,000.00
32	Main Bid	Additional Bedding	CY	700	\$1.00	\$700.00
33	Main Bid	Temporary Resurfacing	TON	680	\$110.00	\$74,800.00
34	Main Bid	Imported Backfill	TON	1300	\$1.00	\$1,300.00
35	Main Bid	12-Inch Water Main, Class 235	LF	607	\$112.50	\$68,287.50
36	Main Bid	12-Inch Water Main, Class 305	LF	1151	\$114.00	\$131,214.00
37	Main Bid	8-Inch Water Main, Class 235	LF	36	\$201.00	\$7,236.00
38	Main Bid	8-Inch Water Main, Class 305	LF	795	\$101.00	\$80,295.00
39	Main Bid	6-Inch 2-Port Fire Hydrant Assembly & Marker	EA	4	\$8,000.00	\$32,000.00
40	Main Bid	12-Inch Gate Valve	EA	12	\$3,300.00	\$39,600.00
41	Main Bid	8-Inch Gate Valve	EA	4	\$1,800.00	\$7,200.00
42	Main Bid	Sewer Main Cleanout	EA	1	\$1,500.00	\$1,500.00
43	Main Bid	8-Inch Sewer Main	LF	4924	\$117.00	\$576,108.00
44	Main Bid	10-Inch Sewer Main	LF	529	\$174.00	\$92,046.00
45	Main Bid	8-Inch Sewer Main, Special Strength SDR-26	LF	3841	\$133.00	\$510,853.00
46	Main Bid	10-Inch Sewer Main, Special Strength SDR-26	LF	2884	\$145.00	\$418,180.00
47	Main Bid	Manholes (4x3)	EA	65	\$6,400.00	\$416,000.00
48	Main Bid	Manhole Structure (9.5'x9.5'), PVC Lined	EA	2	\$40,000.00	\$80,000.00
49	Main Bid	4-Inch Sewer Lateral & Cleanout (Street)	EA	227	\$2,997.00	\$680,319.00
50	Main Bid	6-Inch Sewer Lateral & Cleanout (Street)	EA	2	\$5,150.00	\$5,150.00
51	Main Bid	4-Inch Sewer Lateral with Private Replumbing	EA	3	\$8,135.00	\$24,405.00
52	Main Bid	10-Inch Sewer by Tunneling in 24-Inch Steel Casing	LF	1062	\$1,375.00	\$1,460,250.00
53	Main Bid	Emergency Recovery Shaft	LS	1	\$5,000.00	\$5,000.00
54	Main Bid	Abandon Existing Manhole Outside of Trench (ROW)	EA	9	\$2,000.00	\$18,000.00
55	Main Bid	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit (ROW)	LF	6524	\$6.00	\$39,144.00
56	Main Bid	Abandon and Fill Existing 10-Inch Sewer Main Outside of Trench Limit (ROW)	LF	502	\$12.50	\$6,275.00
57	Main Bid	Abandon Existing Manhole Outside of Trench (Canyon)	EA	21	\$2,000.00	\$42,000.00
58	Main Bid	Abandon and Fill Existing 8-Inch Sewer Main Outside of Trench Limit (Canyon)	LF	645	\$10.00	\$6,450.00
59	Main Bid	Abandon and Fill Existing 10-Inch Sewer Main Outside of Trench Limit (Canyon)	LF	785	\$14.00	\$10,990.00



60	Main Bid	Abandon and Fill Existing 12-Inch Sewer Main Outside of Trench Limit (Canyon)	LF	1465	\$15.00	\$21,975.00
61	Main Bid	Abandon and Fill Existing 15-Inch Sewer Main Outside of Trench Limit (Canyon)	LF	1871	\$17.00	\$31,807.00
62	Main Bid	Abandon and Fill Existing 16-Inch Sewer Main Outside of Trench Limit (Canyon)	LF	130	\$25.00	\$3,250.00
63	Main Bid	Removal or Abandonment of Existing Water Facilities	LS	1	\$5,000.00	\$5,000.00
64	Main Bid	Video inspecting pipelines and culverts for Acceptance	LF	15508	\$1.00	\$15,508.00
65	Main Bid	Cleaning and Televsion Existing Sewer Mains	LF	2592	\$1.75	\$4,536.00
66	Main Bid	1-Inch Water Service	EA	29	\$2,200.00	\$63,800.00
67	Main Bid	1-Inch Water Service Transfer	EA	2	\$1,500.00	\$3,000.00
68	Main Bid	Geotechnical Instrumentation and Monitoring	LS	1	\$20,000.00	\$20,000.00
69	Main Bid	Continental Crosswalk	SF	400	\$4.10	\$1,640.00
70	Main Bid	Lateral Launch Video	EA	58	\$75.00	\$4,350.00
71	Main Bid	Rehabilitate 8-Inch Sewer Main	LF	2592	\$25.50	\$66,596.00
72	Main Bid	Point Repair for Existing 8-Inch Sewer Main	EA	3	\$4,500.00	\$13,500.00
73	Main Bid	Additional Point Repair	LF	24	\$1.00	\$24.00
74	Main Bid	Service Lateral Lining with Cleanout Greater than 7 Feet in Depth	EA	5	\$2,100.00	\$10,500.00
75	Main Bid	Service Lateral Lining with Cleanout up to 7 Feet in Depth	EA	53	\$2,000.00	\$106,000.00
76	Main Bid	Rehabilitate Existing Manhole	EA	9	\$1,975.00	\$17,775.00
77	Main Bid	High-lining Removed by Contractor	LF	2589	\$1.00	\$2,589.00
78	Main Bid	Pavement Restoration for City Forces Final Connection	SF	260	\$15.00	\$3,900.00
79	Main Bid	Clearing and Grubbing	LS	1	\$5,900.00	\$5,900.00
80	Main Bid	Construction Fencing and Access Route	LS	1	\$2,500.00	\$2,500.00
81	Main Bid	Revegetation and Erosion Control	LS	1	\$15,000.00	\$15,000.00
82	Main Bid	Monitoring and Reporting	LS	1	\$7,500.00	\$7,500.00
83	Main Bid	25 Months Revegetation Maintenance and Monitoring Program	LS	1	\$25,000.00	\$25,000.00
84	Main Bid	Water Pollution Control Program Development	LS	1	\$575.00	\$575.00
85	Main Bid	Water Pollution Control Program Implementation	LS	1	\$3,000.00	\$3,000.00
86	Main Bid	Sewage Bypass and Pumping Plan (Diverston Plan)	LS	1	\$1,500.00	\$1,500.00
87	Main Bid	Suspension of Work - Resources	DAYS	5	\$100.00	\$500.00
88	Main Bid	Archeological and Native American Monitoring Program	LF	11971	\$6.30	\$75,417.30
89	Main Bid	Paleontological Monitoring Program	LF	500	\$6.00	\$3,000.00
90	Main Bid	Archeological and Native American Mitigation and Curation - Type I	AL	1	\$8,300.00	\$8,300.00
91	Main Bid	Paleontological Mitigation and Excavation	CY	700	\$0.50	\$350.00
92	Alternate Items	High-lining by the Contractor	LS	1	\$26,000.00	\$26,000.00
93	Alternate Items	High-lining Removed by Contractor (Base Bid Item 77)	LF	-2589	\$1.00	(\$2,589.00)
94	Alternate Items	Pavement Restoration for City Forces Final Connection (Base Bid Item 78)	SF	-260	\$15.00	(\$3,900.00)
95	Alternate Items	8-Inch Connections to The Existing System by Contractor	EA	2	\$5,000.00	\$10,000.00
96	Alternate Items	12-Inch Connections to The Existing System by Contractor	EA	7	\$5,000.00	\$35,000.00
97	Alternate Items	8-Inch through 12-Inch Cross by Contractor	EA	2	\$7,000.00	\$14,000.00
98	Alternate Items	Cut and Plug of The Existing System by Contractor	EA	5	\$4,500.00	\$22,500.00
					<b>Subtotal</b>	<b>\$101,011.00</b>
					<b>Total</b>	<b>\$6,785,289.44</b>

Subcontractors									
Name	Description	License Num	Amount	Type	Address	Address 2	City	ZipCode	Country
Golden State Boring & Pipe Jacking Inc.	Jack & Bore	678500	\$1,008,900.00		7000 Merrill Ave.	Box 40	Chino	91710	United States
Vic Salazar Communications	Item 7 Community Liaison	n/a	\$30,000.00		2514 Jrmachio Road #502-21		El Cajon	92019	United States
G. Scott Asphalt, Inc.	Slurry Sealing Only	751836	\$132,639.39	MALE,ELBE,DBE,MBE,SDB	358 Trousdale Drive		Chula Vista	91910	United States
RAP Engineering, Inc.	Asphalt Paving Works	880956	\$1,056,963.00	CAU,DVBE,MALE,PQUAL,SDVSB,SLBE	503 E. Mission Road		San Marcos	92069	United States
Luzick Striping Inc.	Striping Works Only	775886	\$9,612.00	LAT,MALE,ELBE,PQUAL,DDE,MBE,CADIR	po box 2426		El Cajon	92021	United States
Vallston Company, Inc.	Curb Ramps	862611	\$147,450.00	SLBE	772 N. Twin Oaks Valley Road Suite D		San Marcos	92069	United States
McGrath Consulting	WPCP Development	11MH0280	\$500.00	CAU,MALE,PQUAL	PO BOX 20205		El Cajon	92040	United States
Zebtron Contracting, Inc	Manhole Rehabilitation	855170	\$17,775.00	ELBE	P.O. Box 2874		Newport Beach	92659	United States
Red Tail Monitoring & Research, Inc.	Archeo, Native & Paleo Monitoring	14RT1235	\$76,610.70	MALE,NAT,SLBE	P.O. Box 507 (mailing)	25 Epie Hill Road (physical)	Santa Ysabel	92070	United States
old castle precast inc	Sewer Manholes	891107	\$220,100.00		2020 goetz rd		perris	92570	United States
Nu-Line Technologies, LLC	CCTV Inspections, Cleaning, Lateral Launch Video and Main Rehab	997520	\$90,490.00	FEM,MBE,CADIR,WBE	102 Second Street, Suite B		Encinitas	92024	United States
Safe T Lite	Traffic Control Plans and Devices	788289	\$30,000.00		777 Bible Way		El Cajon	92022	United States
<b>Self-Performance</b>									
<b>0.4157</b>									