

City of San Diego

CONTRACTOR'S NAME: Blue Pacific Engineering & Construction
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CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633
E.Castaneda/H.McLintock/mlw

BIDDING DOCUMENTS



FOR

ORIGINAL



Tecolote Canyon 8-inch Sewer Main Replacement

BID NO.: K-16-1363-DBB-3
SAP NO. (WBS/IO/CC): B-11111
CLIENT DEPARTMENT: 2011
COUNCIL DISTRICT: 6
PROJECT TYPE: JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- BID DISCOUNT PROGRAM (The WHITEBOOK, SLBE-ELBE Program Requirements, Section IV(2))
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

MAY 4, 2016

CITY OF SAN DIEGO


PUBLIC WORKS CONTRACTS


1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

 3/17/16 Seal:
1) Registered Engineer Date

 3/17/16 Seal
2) For City Engineer Date

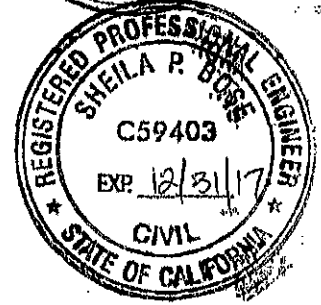


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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for installation of approximately 250 linear feet (LF) of 8-inch ductile iron (DI) and PVC sewer main pipe to replace the existing vitrified clay (VC) and cast iron (CI) sewer main in Tecolote Canyon. In addition, a prefabricated single span truss bridge with two (2) abutment supports on each side of Tecolote Creek is to be installed to support the new sewer main across Tecolote Creek. The existing pillar supports to the existing CI sewer main are to be removed during construction. For additional information refer to Attachment A.
 2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is \$585,000.
 4. **BID DUE DATE AND TIME ARE: MAY 4, 2016 AT 2:00 PM.**
 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
 6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: A or C34.
 7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** 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 6.6%
 2. ELBE participation 15.7%
 3. Total mandatory participation 22.3%
- 7.1. The Bid shall be declared non-responsive if the Bidder fails the following mandatory conditions:
- 7.1.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.1.2. 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.

8. PRE-BID MEETING:

8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: April 14, 2016
Time 10:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

9. AWARD PROCESS:

9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

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

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

9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

10. SUBMISSION OF QUESTIONS:

10.1. The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Rosa Riego

OR:

RRiego@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
 - 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
 - 10.4. 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 be informed of any addenda that have been issued and to include all such information in its Bid.
11. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring and emulsion aggregate slurry 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.
- 11.1. **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 G.**
12. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including 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>

- 1.2. 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.
- 1.3. Due to 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™](#).

2. 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.

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.

2.5. **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.

2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. **BIDS MAY BE WITHDRAWN** by the Bidder only up to the bid due date and time.

2.7.1. **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.

2.8. **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.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. 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.

3.2. 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.

3.3. 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.

- 3.4. 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.
4. **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.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
- 5.1. **Prior** to the Award of the Contract or 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 WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
- 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

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

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

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

11. **CITY’S RESPONSES AND ADDENDA:** The City, at its discretion, 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.

12. **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.

13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent

of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. SUBCONTRACTOR INFORMATION:

14.1. **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, W_oSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

14.2. **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.

14.3. **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.

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

16. AWARD PROCESS:

- 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- 16.2. 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.
- 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **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.
18. **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.
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 ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive 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 within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a 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 the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates 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 the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not 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.

EXECUTED IN TRIPPLICATE
BOND NO. 2215010
PREMIUM: \$8,680.00

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:

Blue Pacific Engineering & Construction, 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 Five Hundred Eighteen Thousand Dollars and Zero Cents (\$518,000.00) for the
faithful performance of the annexed contract, and in the sum of Five Hundred Eighteen
Thousand Dollars and Zero Cents (\$518,000.00) for the benefit of laborers and
materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract with the City of 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.

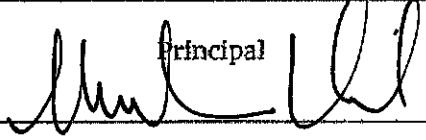
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

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

Dated JUNE 8, 2016

Approved as to Form


BLUE PACIFIC ENGINEERING & CONSTRUCTION

By  Principal

SHAHRAM ELIHU

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

By  Surety

MARK D. IATAROLA, Attorney-in-fact

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

Approved:

By 

Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

714/550-7799

Local Telephone No. of Surety

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

Premium \$ 8,680.00

Bond No. 2215010

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

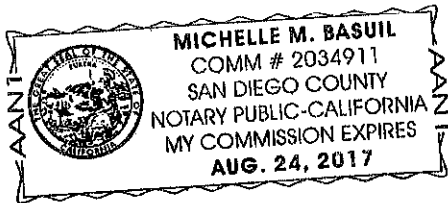
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On 6/8/2016 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 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 8TH day of JUNE, 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:** Installation of approximately 250 linear feet (LF) of 8-inch sewer main pipe to replace the existing vitrified clay (VC) and cast iron (CI) sewer main in Tecolote Canyon. In addition, a prefabricated single span truss bridge with two (2) abutment supports on each side of Tecolote Creek is to be installed to support the new sewer main across Tecolote Creek. The existing pillar supports to the existing CI sewer main are to be removed during construction.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **37939-01-D** through **37939-07-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See the Location Map attached.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **250 Working Days**.

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, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- 1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
 - 1.** Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
 - 2.** Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
 - 3.** Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

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

BID NUMBER: K-16-1363-DBB-3

CONTRACT OR TASK TITLE: Tecolote Canyon 8 – Inch Sewer Main Replacement

CONTRACTOR: Blue Pacific Engineering & Construction

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Construction Services	NTP	NOC	\$518,000
Total				\$518,000

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: Jong Choi
Project Manager

Department Name: Public Works

Date: 6/20/16

CONTRACTOR

By: 

Name: SHAHRAM ELINU

Title: OWNER

Date: 6/15/16

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
PREVAILING WAGES

1. 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.

1.1. 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.

1.1.1. 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.

1.1.2. 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.

1.2. 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.

1.3. 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.

- 1.3.1. 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.
- 1.4. **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.
- 1.5. **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.
- 1.6. **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.
- 1.7. **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."
- 1.8. **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.

1.9. 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.

1.9.1. 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.

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 40% 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.

2-5.3.1 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. Geotechnical Investigation, Project No. 268G21, dated December 17, 2013 by Southland Geotechnical Consultants.
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:

1. Pursuant to Division 3, Chapter 15 of the Business and Professions Code, you 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.
2. Monument Preservation shall be performed by the City's Construction Management and Field Services (CMFS) Division on all Projects, unless permission is obtained for these services in writing by CMFS.
3. You 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. CMFS shall do the following:
 - 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.
 - c) File a Corner Record of Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

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

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

2-15 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. Biological Survey Technical Report – Tecolote Canyon 8-inch CI Sewer Main Replacement and Supporting Structure Project, Located in the City of San Diego (#WBS B-11112.02.02)
6. The reports listed above 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

4-1.3.4 Inspection Paid For By the Contractor. To the City Supplement, ADD the following:

- Pre-Engineered Truss Bridge

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

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

ADD:

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

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

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City’s Product Submittal Form available at:

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

4-1.10

Foreign Materials. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. Materials that are manufactured, produced, or fabricated outside of the United States shall be delivered to a distribution point in California, unless otherwise specified. Quality Control and related testing shall be performed to all applicable specified US standards. Manufacturer's testing and staff certification shall be traceable to a United States regulatory agency. Retain the materials for a sufficient period of time to permit inspection, sampling, and testing. You shall not be entitled to an extension of time for acts or events occurring outside of, at point of entry, or during transport to the United States.

SECTION 5 – UTILITIES

5-2

PROTECTION. ADD the following:

1. You shall repair or replace traffic signal and lighting system equipment within 72 hours after notification of defects by the Engineer.
2. While working in or around meter boxes, you shall protect in place all Advanced Metering Infrastructure (AMI) devices attached to the water meter or located in or near water meter boxes, coffins, or vaults in accordance with the Contract Documents. This includes any antenna installed through the meter box lid.
 - a) Avoid damaging the antenna, cable, and endpoints when removing the meter box lid and when disconnecting AMI endpoints from the register on top of the water meter.
 - b) If meters or AMI devices need to be removed or relocated, the AMI endpoints shall be reinstalled with the Encoder/Receiver/Transmitter (ERT) pointing upwards.
 - c) Because the AMI equipment is uniquely matched to each service location and to specific meter serial numbers, any AMI devices that are removed or disconnected shall be reinstalled on the same service lateral as well as to the same meter serial number it was attached to originally.
 - d) Do not change or modify the lid if the lid has an antenna drilled through it.
 - e) If you encounter damaged, disconnected, buried, or broken AMI endpoints, cables between the registers, antennae, lids, or ERTs, notify the Engineer within 24 hours.
 - f) Any AMI equipment damaged by you shall be repaired or replaced by City Forces at your expense.

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.

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

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. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide

evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual

liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.
6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

7-3.5.3 Contractors Pollution Liability Insurance Endorsements.

7-3.5.3.1 Additional Insured.

- a) The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.

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

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

the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

- 7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall 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 shall be in excess of your insurance and shall not contribute to it.
- 7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall 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 shall provide cross-liability coverage.
- 7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- 7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- 7-3.8 Notice of Changes to Insurance.** You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- 7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.
- 7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**
1. For Contracts with required engineering services (Pre-Engineered Truss Bridge, etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of \$1,000,000 per claim and \$2,000,000 annual aggregate in full force and effect.
 2. You shall ensure the following:

- a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
- a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.

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

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

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

<u>Workers' Compensation</u>	<u>Statutory Employers Liability</u>
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you shall comply with such provisions before commencing the Work as required by §1861 of the California Labor Code.

7-4.1.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives

for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

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

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

1. Site Development Permit

7-8.6 Water Pollution Control. ADD the following:

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

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

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplement, Paragraph (4), Sentence (3), 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 shall work with you to inform the public (which includes, but shall not be limited to, property owners, renters, homeowners, business owners, recreational users, and other community members and stakeholders) of construction impacts. Your efforts 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 shall 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.
4. 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 internal public contact tracking system.

5. You shall execute the Information Security Policy (ISP) Acknowledgement Form - For Non-City Employees within 15 Days of the award of the Contract if any of the following apply:
 - a) Your contact information is made available on any outreach materials.
 - b) You will be the primary point of contact to resolve project related inquiries and complaints.
6. Electronic Communication.
 - a) All inquiries and complaints shall be logged in to the City's internal public contact tracking system within 24 hours of receipt of inquiries and complaints.
 - b) Any updates or a resolution of inquiries and complaints shall be documented in the City's internal public contact tracking system within 24 hours.
 - c) Copies of email communications shall be saved individually on to the City's internal public contact tracking system in an Outlook Message Format (*.msg).
 - d) All graphics, photos, and other electronic files associated with inquiries and/or complaints shall be saved into the individual records, located within the City's internal public contact tracking system.

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, and 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.

7-16.1.3 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.
 1. 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.
 2. 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 internal public contact tracking system 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 internal public contact tracking system copies of all written, electronic, and verbal communications and conversations with the public.

7-16.2 Community Outreach Services.

7-16.2.1 Public Notice by Contractor.

1. Post Project Identification Signs in accordance with 7-10.6.2, "Project Identification Sign".
2. Notify businesses, institutions, property owners, residents or any other impacted stakeholders, within a minimum 300 feet (90 m) 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, 1¹/₄ inch (31.8 mm) 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 the 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, uninvited members of the media may show up at construction Sites. Members of the media (including, but not limited to newspapers, magazines, radios, 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 that 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 visits from members of the media 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.

7-16.8 **Payment.** The Payment for the community outreach and public notices is included in the various Bid items.

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

1. 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."

SECTION 200 - ROCK MATERIALS

200-1.2 **Crushed Rock and Rock Dust.** ADD the following:

Crushed rock shall contain less than one percent asbestos by weight or volume for 3/4-inch crushed rock gradation.

200-1.3 **Gravel.** ADD the following:

Pea gravel shall contain less than one percent asbestos by weight or volume for 3/8-inch gradation pea gravel.

ADD:

200-1.5.7 **Sand Permeability.** Sand shall have a coefficient of permeability greater than 1.4 measured in accordance with ASTM D2434 or a minimum sand equivalent of 30 per ASTM D 2419.

SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

201-7 **NON-MASONRY GROUT.** RENAME section to **Grout**, DELETE in its entirety and SUBSTITUTE with the following:

201-7.1 **General.** The CONTRACTOR shall furnish all materials for grout in accordance with the provisions of this Section and shall form, mix, place, cure, repair, finish, and do all other work as required to produce finished grout, in accordance with the requirements in the Plans. The Plans shall take precedence over these specifications.

The following type of grout shall be covered in this Section:

1. **Non-Shrink Grout:** This type of grout is to be used wherever grout is shown in the Contract Documents, unless another type is specifically referenced.
2. **Cement Grout**

201-7.2 **Reference Specifications, Codes and Standards.** Sand shall have a coefficient of permeability greater than 1.4 measured in accordance with ASTM D2434 or a minimum sand equivalent of 30 per ASTM D 2419.

Commercial Standards:

- CRD-C 621 - Corps of Engineers Specification for Non-Shrink Grout
- ASTM C 109 - Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in or 50-mm Cube Specimens)
- ASTM C 531 - Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical- Resistant Mortars, Grouts, and Monolithic Surfaces
- ASTM C 579 - Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfaces
- ASTM C 827 - Test Method for Early Volume Change of Cementitious Mixtures

201-7.3 **Contractor Submittals.** The CONTRACTOR shall submit certified test results verifying the compressive strength, shrinkage, and expansion requirements specified herein; and manufacturer's literature containing instructions and recommendations on the mixing, handling, placement and appropriate uses for each type of non-shrink and epoxy grout used in the work.

ADD:

201-7.4 **Quality Assurance Field Tests.** Compression test specimens will be taken during construction from the first placement of each type of grout, and at

intervals thereafter as selected by the Engineer to insure continued compliance with these specifications.

Compression tests and fabrication of specimens for cement grout and non-shrink grout will be performed as specified in ASTM C 109 at intervals during construction as selected by the Engineer. A set of three specimens will be made for testing at 7 days, 28 days, and each additional time period as appropriate.

All grout, already placed, which fails to meet the requirements of these specifications, is subject to removal and replacement at the cost of the CONTRACTOR.

The cost of all laboratory tests on grout will be borne by the AGENCY, but the CONTRACTOR shall assist the AGENCY in obtaining specimens for testing. However, the CONTRACTOR shall be charged for the cost of any additional tests and investigation on work performed which does not meet the specifications. The CONTRACTOR shall supply all materials necessary for fabricating the test specimens.

201-7.5 Cement Grout. Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white Portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.

201-7.6 Prepackaged Grout.

Non-Shrink Grout:

Non-shrink grout shall be prepackaged, inorganic, non-gas-liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.

Class A non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.

Class B non-shrink grouts shall have a minimum 28-day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.

Application:

Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at locations

where grout is specified in the contract documents; except, for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.

Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, and grouting under all base plates for structural steel members.

201-7.7 Consistency. The consistency of grouts shall be that necessary to completely fill the space to be grouted for the particular application. Dry pack consistency is such that the grout is plastic and moldable, but will not flow. Where "dry pack" is called for in the Plans, it shall mean a grout of that consistency; the type of grout to be used shall be as specified herein for the particular application.

The slump for topping grout and concrete fill shall be adjusted to match placement and finishing conditions, but shall not exceed 4 inches.

201-7.8 Measurement of Ingredients. Measurements for cement grout shall be made accurately by volume using containers. Shovel measurement shall not be allowed

Prepackaged grouts shall have ingredients measured by means recommended by the manufacturer.

201-7.9 Execution. All surface preparation, curing, and protection of cement grout shall be as recommended by the manufacturer. The finish of the grout surface shall match that of the adjacent concrete.

The manufacturer of Class A non-shrink grout shall provide on-site technical assistance upon request.

Base concrete must have attained its design strength before grout is placed, unless authorized by the Engineer.

Prepackaged Grouts: All mixing, surface preparation, handling, placing, consolidation, curing, and other means of execution for prepackaged grouts shall be done according to the instructions and recommendations of the manufacturer.

Grout shall be placed in such a manner, for the consistency necessary for each application, so as to assure that the space to be grouted is completely filled.

201-7.10 Payment. Payment of grout shall be included in the payment for the various Bid items related to this work. It shall include cost for all materials and installation of such required by this contract.

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD:

206-8 PRE-ENGINEERED BRIDGE.

206-8.1 Summary. This section is for a fully engineered prefabricated clear span bridge of weathering welded steel construction and shall be regarded as a minimum standard for design and fabrication. This bridge shall carry an 8 inch diameter ductile iron pipe sewer line with no provisions for catwalks. The Contractor shall provide all materials, equipment, and labor necessary to provide the prefabricated, pre-engineered bridge as specified and as shown on the Drawings.

206-8.2 References.

1. Building Codes:
 - a) International Building Code (IBC) 2012
 - b) ASCE 7-10 – Minimum Design Loads for Buildings and Other Structures
2. American Institute of Steel Construction (AISC):
 - a) AISC Steel Construction Manual, 14th Edition
3. ASTM International:
 - a) ASTM A153-09 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - b) ASTM A325-10 – Standard Specification for Structural Bolts, Steel, Heat Treated
 - c) ASTM A847-14 – Standard Specification for Cold-Formed Welded and Seamless High-Strength, Low-Alloy Structural Tubing with Improved Atmospheric Corrosion Resistance
 - d) ASTM A588-10 – Standard Specification for High-Strength Low-Alloy Structural Steel
 - e) ASTM A709-13 – Standard Specification for Structural Steel for Bridges
 - f) ASTM G101-04 – Standard Guide for Estimating the Atmospheric Corrosion Resistance of Low-Alloy Steels
4. American Welding Society (AWS):
 - a) AWS D1.1 – Structural Welding Code
 - b) AWS D1.5 – Bridge Welding Code

206-8.3 Submittals. Conform to Section 2-5.3 – Submittals.

Shop Drawing:

1. Shop drawings shall be prepared and submitted for approval prior to fabrication. Drawing submittals shall carry the signature and seal of the Professional Civil or Structural Engineer currently registered in the State of California.
2. Verify all field dimensions prior to bridge fabrication.

Structural Calculations:

Submit all design calculations including anchorage and reaction loads at the abutments for approval prior to construction of concrete abutments. Calculation submittals shall carry the signature and seal of the Professional Civil or Structural Engineer currently registered in the State of California.

Supplier Documentation:

Contractor shall submit bridge manufacturer's product literature and all documentation to ensure bridge is in compliance with these specifications, including:

1. Project specific representative drawings
2. Design code references
3. Splicing and erection procedures
4. Warranty information
5. Inspection and maintenance procedures
6. AISC shop certification
7. Welder qualifications.

206-8.4 Qualified Suppliers. Qualified suppliers shall have a minimum of five (5) successful bridge projects, designing and fabricating these type bridges of similar style and construction.

206-8.5 Bridge Design Characteristics.

Bridge shall meet the following characteristics:

1. Width: Inside clear width shall be minimum 2 feet.
2. Length: Center Support to Center Support Length shall be 111 feet 0 inches.
3. Pipe supports are required minimum 20 feet on center at every joint along the 8 inch ductile iron pipe line.

4. Bridge shall be cambered to offset service load (dead plus liquid loads) and appear flat. All vertical truss members shall be perpendicular to the bottom of the truss after the bridge is erected and dead loads applied.

Design Criteria:

The bridge and connection details shall be designed in accordance to IBC 2012 and ASCE 7-10.

Design Loads:

1. Dead Load (empty pipe): 30 PLF
2. Live Load (liquid): 25 PLF
3. Live Load: 20 PSF
4. Wind Speed: 110 MPH
5. Seismic Design Category: D
6. Importance Factor: 1.0

206-8.6 Bridge Components. All structural members shall have a minimum thickness of at least 5/16".

Bridge shall be fabricated from high strength, low alloy, atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588 plate and structural steel shapes (Fy = 50,000 psi). The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.

Final anchor bolt locations shall be set by the Contractor in compliance with final bridge design. Concrete abutments shown on drawings are conducive to bridge shown on drawings. Any changes needed to modify abutments for alternate bridge shall be designed and sealed by a Professional Civil or Structural Engineer registered in California at no additional cost to the Owner. The engineered fill for the bridge concrete abutment structures shall conform to Section 8.3 of the Geotechnical Report.

Bridge connections to concrete abutments shall have pinned anchor bolts at one end with slotted holes at the other for temperature expansion/contraction.

Field splices shall be bolted with High Strength ASTM A325 bolts; type 3 bolts are required for weathering steel bridges.

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.

9. Flexible couplings shall be ductile-iron construction conforming to AWWA C110 without anchor pins, epoxy coating, and 304 stainless steel bolts and nuts. Manufacturer shall be Dresser, Ford, JCM, Powerseal, Romac, Smith-Blair or approved equal. Couplings shall be of the wide range type to fit Ductile Iron and PVC with only a change of gaskets.

207-9.2.4 Lining and Coating. DELETE in its entirety and SUBSTITUTE with the following:

1. The exterior of above ground exposed ductile iron pipe, fittings and specials shall be coated at the factory with epoxy urethane, total DFT of 6.0 to 9.0 mils per AWWA D102 OCS-6. A finish coating of aliphatic urethane, with a DFT of 2.0 to 3.0 mils, shall be applied to all above ground piping, fittings and specials. Aliphatic polyurethane coating shall be Tnemec Endura-Shield Series 1095, Devthane 378H Semi-gloss or 379H Gloss, or approved equal. Full submittal is required.
2. All clamps, bolts, nuts, studs and other uncoated parts of joints for underground installation shall be coated with coal tar epoxy prior to backfilling. Coal tar epoxy shall be Kop-Coat Bitumastic No. 300-M, or approved equal.
3. The interior of ductile iron pipe, fittings and specials shall be lined with Protecto 401, a high build multi-component amine cured Novalac epoxy polymeric lining manufactured by Indura Coatings, Inc., Birmingham, Alabama, or approved equal. Full submittal is required. The interiors of the ductile iron pipe, fittings and specials shall receive 40 mils DFT of the protective lining. Storage, surface preparation, application and safety precaution shall strictly follow manufacturer instructions.
4. The gasket area and the exterior of the spigot end up to 6-in back from the end shall be coated with 6 mils nominal, 10 mils maximum Protecto Joint Compound, or approved equal. Field cuts shall be similarly coated to bare metal. Full submittal is required.
5. All joints shall be restrained mechanical joints by EBBA Iron Megalug Series 1100, Romac Grip Ring, or approved equal. Full submittal is required.
6. The applicator firm and personnel shall be certified and qualified to perform the application of the lining and coating materials specified herein and shall be acceptable to the manufacturer of the coating material.
7. All ductile iron pipe and ductile iron fittings shall have the linings and coatings applied and warranted by the same applicator firm.

8. The applicator firm shall submit certification attesting that it has met the requirements of this specification and the requirements of the lining and/or coating materials manufacturer's application specifications.
9. The pipe lining material shall be applied to new, unused, never lined ductile iron pipe and fittings.
10. Bolts and nuts shall be SAE Type 316 Stainless Steel per ASTM A193 Heavy hexagon series ANSI B1.1, Class 2 fit 1/4-inch to 3/4 inch shall project through tightened nut. Nuts to be light blue Teflon coated.
11. The pipe and fitting lining and coatings shall be tested for freedom from holidays and pinholes by use of a Tinker-Razor or K-D Bird Dog Holiday Detector, or approved equal.
12. Identify above ground piping with "CAUTION SEWER" in 2-in high white letters over green background.

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.

ADD:

207-17.7 Coating.

The exterior of above ground exposed polyvinyl chloride pipe, fittings and specials shall be coated at the factory with a pigmented aliphatic urethane, total DTF of 2.0 to 3.0 mils. Aliphatic urethane coating shall be Tnemec Endura-Shield II Series 1075, Devthane 378H Semi-gloss or 379H Gloss, Sherwin Williams Hi-Solids Polyurethane 100 Gloss, or approved equal. Full submittal is required.

207-19.6 Installation. ADD the following:

Where not otherwise specified, install piping in accordance with ASTM D 2321, or manufacturer's published instructions for installation of piping, as applicable to the particular type of piping.

207-27 FUSIBLE NON-PRESSURE POLYVINYLCHLORIDE PIPE. DELETE in its entirety.

SECTION 211 – MATERIAL TESTS

ADD:

211-6 TEST METHODS.

211-6.1 General.

The following methods shall be used:

- ASTM D 2487: Classification of Soils for Engineering Purposes.
- ASTM D 2901: Test Method for Cement Content of Freshly Mixed Soil Cement.
- ASTM D 4318: Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- ASTM D 3017: Test Method for Moisture Content of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- ASTM D 2922: Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods.
- AASHTO T 224: Correction for Coarse Particles in the Soil Compaction Test.
- ASTM D1557: Determination of laboratory moisture density relations of soils.
- ASTM D4253 and D4254: Determination of the relative density of cohesionless soils.
- ASTM D75: Sampling of backfill materials.

211-6.2 **Quality Assurance of Soil and Aggregate Tests.** All soils testing will be done by a testing laboratory under contract with the Contractor.

In case the tests of the fill or backfill show non compliance with the required density, the Contractor shall accomplish such remedy as may be required to ensure compliance. Subsequent testing to show compliance shall be by a testing laboratory selected by the City and shall be at the Contractor's expense.

Particle size analysis of soils and aggregates will be performed using ASTM D 422.

Determination of sand equivalent value will be performed using ASTM D 2419.

References in these Contract Documents to soil classification type and standards are set forth in ASTM D 2487 shall have the meanings and definitions indicated in the unified soil classification system. The Contractor shall be bound by all applicable provisions of said ASTM D 2487 in the interpretation of soil classifications.

Sampling and testing methods used by the Engineer to determine the performance or lack of performance of backfill materials shall not relieve the Contractor from his responsibilities for compliance with the Contract Documents.

The Engineer shall determine how many, and from where, the test samples shall be obtained.

Allot sufficient time during the construction for the performance of any quality control testing deemed necessary by the Engineer. Permit the Engineer to make field density tests of any compacted backfill layer prior to placing additional backfill material.

Any test falling below the specified relative compaction shall be deemed non-compliant with the specifications. Rework the entire area between locations that have passed until all tests in the area meet the specified relative compaction.

The Contractor shall be backcharged the cost of retesting failing tests, including the initial retest. Such backcharges shall be deducted from future partial or final payments.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

212-1.2.4 Organic Soil Amendment. ADD the following:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15-day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment must come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 212-1.2.4(B). Contractor shall provide a copy of the most recent quarterly test results, and a current representative sample of the compost to be used on the project, to the City, prior to approval and the compost being used.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

Table 212-1.2.4 (B)

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 - 8.0		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO ₂ /g OM/day	05.08-B carbon Dioxide Evolution Rate
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

ADD:

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

Trench marker tape shall be installed in accordance with Standard Drawing SDM-105, "Warning/Identification Tape Installation".

SECTION 213 – ENGINEERING FABRICS

213-2.2 Physical Properties. ADD the following:

Filter fabric shall be manufactured from polypropylene material and shall be of nonwoven construction. The filter fabric shall be manufactured by Mirafi or approved equal and meet the requirements in Table 213-2.2 (A)

Table 213-2.2 (A) NON WOVEN: ADD or SUBSTITUTE the following entries

Property	Test Reference	Type	
		180N	1100N
Grab tensile strength	ASTM D4632	200 lbs.	250 lbs.
Equivalent open sizes	ASTM D4751	80 Sieve Size	100 Sieve Size
Puncture Strength	ASTM D4833	130 lbs.	160 lbs.

SECTION 300 – EARTHWORK

300-1.3.2 Requirements. To the City Supplement, ADD the following text:

e) If asbestos cement pipe must be cut and handled in the field to accomplish the work, the Contractor is solely responsible for and shall take all appropriate precautions for protecting against threats to health and safety of the work force and general public arising out of construction involving asbestos. The Contractor shall comply with section 708 of the City Supplement.

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 303 – CONCRETE AND MASONRY CONSTRUCTION

ADD:

303-9 CONCRETE AND STEEL PIPE BRIDGE PIER DEMOLITION.

303-9.1 Summary. Pipe bridge pier demolition work consists of removal of the existing pipe and bridge piers over Tecolote Canyon including all foundations and apparatus, as specified on the plans. Portions of the piers will remain abandoned in place.

This section includes specifications for removing and disposing of pipe bridge and piers or portions thereof, including design and construction of temporary support shoring, temporary bracing, and protective covers.

303-9.2 Environmental Constraints.

303-9.2.1 Noise Impacts. During construction, vehicle staging areas and stockpiling shall be located as far as is practicable from existing noise sensitive receptors which include sensitive bird habitats during bird nesting seasons as described in the Biological Study.

Project construction activities shall be limited to the period of 8:00 a.m. to 3:30 p.m., Monday through Friday, within one-half mile of any occupied structure designed for human occupancy. Construction during other periods, or on Sundays or holidays, would be limited to emergencies and activities determined to be in the interest of the general public. If nocturnal construction is planned or required, and adherence to the proper environmental and sensitive habitat state and City requirements must be satisfied, and a requested exemption to the above time limits shall be submitted to the City Engineer. The City Engineer shall confirm that such operations are not detrimental to health, safety and welfare of the noise receptors prior to authorizing construction outside the time permitted by ordinance.

The contractor shall respond to any noise complaints received for this project by measuring noise levels at the affected receptor site. If the noise level exceeds a CNEL of 65 dBA exterior or an CNEL of 45 dBA interior at the receptor, the construction contractor will implement adequate measures (which may include portable sound attenuation walls, use of quieter equipment, shift of construction schedule to avoid the presence of sensitive receptors, etc. to reduce noise levels to the greatest extent feasible). Any monitoring would be carried out by a qualified acoustical firm under contract to the construction contractor and responsible to the City. During bird breeding season, refer to Biological Study for noise level constraints.

The contractor is required to ensure that all construction equipment be operated with mandated noise control equipment (mufflers or silencers). Enforcement will be accomplished by random field inspections by the Engineer, in coordination with the Project Biologist, during construction activities.

Submittals.**Daily Inspection Report:**

Submit a daily inspection report to the Engineer. The daily inspection report must describe work activities for each day and the condition of the remaining structure. A copy of the report must be available at the job site at all times.

Bridge Removal Plan:

The Contractor shall submit a complete bridge removal plan to the Engineer, detailing procedures, sequences, and all features required to perform the removal in a safe and controlled manner. The bridge removal plan shall include, but not be limited to, the following:

1. The removal sequence, including staging of removal operations.
2. Equipment locations on the structure during removal operations.
3. Temporary support shoring or temporary bracing.
4. Locations where work is to be performed over water or in traffic and pedestrian trails/paths of travel.
5. Details, locations, and types of protective covers to be used.
6. Measures to assure that people, property, utilities, and improvements will not be endangered.
7. Details and measures for preventing material, equipment, and debris from falling onto public traffic or the natural water body.

When protective covers are required for removal of portions of a bridge or when structure removal work on bridges is involved, the Contractor shall submit working drawings with design calculations to the Engineer for the proposed bridge removal plan, and the bridge removal plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California.

The design calculations shall be adequate to demonstrate the stability of the structure during all stages of the removal operations. Calculations shall be provided for each stage of bridge removal and shall include dead and live load values assumed in the design of protective covers.

At a minimum, a stage will be considered to be removal of a pier; or walls, or columns at support locations. Temporary support shoring, temporary bracing, and protective covers, as required, shall be designed and constructed in conformance with the provisions in Section 303-1.6, "Falsework," of the Greenbook and these special provisions.

The assumed horizontal load to be resisted by the temporary support shoring and temporary bracing, for removal operations only, shall be the

sum of the actual horizontal loads due to equipment, construction sequence, or other causes and an allowance for wind, but in no case shall the assumed horizontal load to be resisted in any direction be less than 5 percent of the total dead load of the structure to be removed.

Plans and Working Drawings:

The contract plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

Working drawings for any part of the permanent work shall include, but not be limited to stress sheets, anchor bolt layouts, shop details, erection plans, equipment lists and any other information specifically required elsewhere in the specifications.

Working drawings for cribs, cofferdams, falsework, temporary support systems, haul bridges, centering and form work and for other temporary work and methods of construction the Contractor proposes to use, shall be submitted when required by the specifications or ordered by the Engineer. Working drawings shall be subject to approval insofar as the details affect the character of the finished work and for compliance with design requirements applicable to the construction when specified or called for, but details of design will be left to the Contractor who shall be responsible for the successful construction of the work.

Working drawings shall be approved by the Engineer before any work involving the drawings is performed. It is expressly understood that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. Approval of working drawings shall not operate to waive any of the requirements of the plans and specifications or relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding the approval.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which the drawings relate and no additional compensation will be allowed therefor.

For bridge removal work that requires the Contractor's registered engineer to prepare and sign the bridge removal plan, the Contractor's registered engineer shall be present at all times when bridge removal operations are in progress. The Contractor's registered engineer shall inspect the bridge removal operation and report in writing on a daily basis the progress of the

operation and the status of the remaining structure. A copy of the daily report shall be available at the site of the work at all times. Should an unplanned event occur or the bridge operation deviate from the approved bridge removal plan, the Contractor's registered engineer shall submit immediately to the Engineer for approval the procedure of operation proposed to correct or remedy the occurrence.

303-9.5 Quality Control and Assurance.

For pipe bridge removal work plans signed by a registered engineer, the engineer signing the work plan must:

1. Be present at all times during bridge removal activities.
2. Prepare a daily inspection report for removal activities.
3. Immediately submit a work plan for deviations from the authorized plan or unplanned events.

303-9.6 Design Criteria.

For removal activities, the horizontal load to be resisted in any direction for temporary support shoring and temporary bracing must be:

1. The sum of actual horizontal loads due to equipment, construction sequence, or other causes plus an allowance for wind.
2. Not less than 5 percent of the total dead load of the structure being removed.

Temporary support shoring, temporary bracing, and protective covers over the natural canyon must conform to guidelines of the:

1. State Water Resources Control Board
2. US Army Corps of Engineers
3. California Department of Fish and Wildlife
4. City of San Diego.

303-9.7 Preliminary Work.

303-9.7.1 General. Preliminary work is limited to activities that will not reduce the structural strength or stability of the bridge or bridge elements to a hazardous level as determined by the Engineer or do not cause debris or any other material to fall onto the natural ephemeral channel.

You may use protective covers to perform preliminary work if covers support all loads and prevent dust and fine material from falling onto the traveled way.

Protective covers must extend 4 feet beyond the limit of the work being performed.

Use temporary support shoring and bracing during preliminary work if needed to ensure the stability of the pipe bridge.

The Engineer may require Contractor to perform additional exploratory work of bridge members for unforeseen damage.

303-9.7.2 Protective Covers.

Provide protective covers for removal work over canyon. Protective covers must:

1. Be constructed before starting removal activities.
2. Prevent any materials, equipment, or debris from falling onto natural canyon area.
3. Be supported using shoring, falsework, or the existing structure.
4. Be cleaned of debris and fines before being removed.

Design and construct protective covers, shoring, and falsework with sufficient strength and rigidity to support all imposed loads. Covers must be at least equal to 2-inch Douglas fir planking on posts at 5-foot centers or 50 mil visqueen.

303-9.7.3 Clearing and Grubbing. Clearing and grubbing shall conform to the provisions in Section 300-1, "Clearing and Grubbing," of the Greenbook and these special provisions. Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Vegetable growth from clearing and grubbing operations may be disposed of in embankments in conformance with the provisions in "Earthwork" of these special provisions.

303-9.8 Demolition Activities. Do not start demolition activities until sewer flow is no longer carried on the existing sewer pipe bridge. Bypass along the canyon must be in place prior to any existing pipe bridge pier or associated demolition activities commence.

Before removing portions of monolithic concrete elements visible in the completed work, make a 1-inch deep saw cut along neat lines around the perimeter of the concrete to be removed.

Repair or replace materials to be used in the reconstructed work that are damaged during work activities.

Remove piling, piers, abutments as shown on plans.

Protect existing reinforcement to be incorporated into the new work from damage. Thoroughly remove all material adhering to the existing reinforcement before embedding it in new concrete.

You may use flame and saw cutting for removing, widening, or modifying bridges.

Do not use explosives.

Do not use the following for breaking or removing concrete attached to or supported by bridges:

1. Tools with a manufacturer's-rated striking energy of more than 1,200 ft-lb per blow
2. Freely falling mass
3. Falling mass attached to a cable, rope, or chain

Do not use a freely falling mass or a falling mass attached to a cable, rope, or chain above any public space. Do not use falling masses within 30 feet horizontally of any public space without protective shields. Design protective shields as required by the equipment and activities being performed. Protective shields must be at least equal to 2-inch Douglas fir planking on posts at 5-foot centers.

Remove and stockpile salvaged materials under direction of the Engineer.

You may dispose of broken concrete in embankments at a legal dump site.

For bridge removal activities, the following requirements apply:

1. Have all necessary personnel, materials, and equipment to complete the work onsite before commencing bypass pumping.
2. Perform bridge removal activities only when bypass pumping is installed and operational. Bypass pumping shall remain uninterrupted until completion of new truss bridge and piping are furnished and installed and all associated pipe installation testing is complete and accepted by the City.
3. During pipe bridge pier demolition, debris from piping and appurtenances and pipe bridge pier removal operations may fall directly onto the natural ephemeral channel if protection is furnished. Before leaving the site each day or prior to any anticipated measurable precipitation events, all debris, protective pads, and devices must be removed from the natural ephemeral channel.
4. Protective covers are required, as determined necessary by the Contractor and will be included in the lump sum bid for Bridge Pier Demolition.

Bridge Pier Demolition shall consist of the removal and disposal of the pipe bridge pier supports and pipe connections as shown on the plans. The piers below the level indicated on the plans may be left in place. At no point in this project is the Contractor to disturb soils within the natural channel in a manner that could potentially result in erosion of canyon bed and bank materials, should such conditions be unavoidable, the contractor shall capture said sediment and spread and re-apply to areas of grading and re-vegetation.

Removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor unless identified by the Engineer for salvage and reuse. If the Engineer identifies salvage materials during the construction process, Contractor shall deliver to the appropriate location to be determined by the Engineer. Materials that are to be disposed of shall be disposed of in conformance with the provisions in Section 702 of the Whitebook.

The Contractor shall neatly saw cut all bridge piers shown prior to their removal. The Contractor shall remove all PCC and steel piers and pipe supports, and tree roots or other natural interferences to construction as directed and dispose of said materials at a legal disposal site. The Contractor shall remove any item which exists in the design construction area and that will affect the final work product. The Contractor shall exercise due caution when working around trees not to damage either the trunk or any of its limbs. If damage to a tree occurs, the contractor shall notify the Engineer. Once excavation has occurred, all efforts shall be made to mitigate the exposure of the tree roots to the air.

303-9.9 Measurement and Payment. Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

Lump sum payment for Bridge Pier Demolition will be for work as shown on the plans. This item includes all aspects of removal including protection of adjacent areas from damage due to the demolition work, procurement of required permits to work in the area and complete adherence to requirements of such permits (air pollution control district, State Water Resources Control Board, State Department of Fish and Wildlife, State Department of Public Health, or others). This item includes construction of items required to perform the demolition work including but not limited to construction of coffer dams, scaffolding, etc.

303-10 DEMOLITION OF CONCRETE ENCASUREMENT. Demolition of existing concrete pipe encasement shall include all work shown on the plans and include all work necessary to protect any adjacent utilities or critical facilities and sensitive habitats as described in the project biological report.

Payment of such demolition shall be provided as a lump sum quantity for work shown on the plans.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

ADD:

304-6 PRE-ENGINEERED TRUSS BRIDGE INSTALLATION.

304-6.1 Fabrication and Quality Control.

1. Bridge fabricator shall be certified by the American Institute of Steel Construction to have the personnel, organization, experience, capability, and commitment to produce fabricated structural steel for Conventional Steel Structures and Major Steel Bridges with Sophisticated Paint Endorsement and Fracture Critical Endorsement as set forth in the AISC Certification Program.
2. To ensure consistently high levels of quality fabrication, bridge fabricator shall be the designer and supplier of the bridge and shall not assign, sublet, or subcontract any part of bridge fabrication, unless approved by the Engineer.
3. Bridge fabricator shall maintain a full-time Certified Welding Inspector (CWI) on staff for inspection of bridge fabrication, maintaining accurate records, and any other necessary aspects of bridge fabrication to ensure consistently high levels of quality fabrication.
4. All welding shall utilize E70 or E80 series electrodes. The weld process used shall be Flux Core Arc Welding (FCAW), Gas Metal Arc Welding (GMAW), or Shielded Manual Arc Welding (SMAW) per AWS D1.1 or ANSI/AASHTO/AWS D1.5 "Bridge Welding Code."
5. All welds shall be visually inspected by a Certified Welding Inspector.

304-6.2 Finishes.

1. All Blast Cleaning shall be done in the fabricator's OSHA approved indoor facility. Blast operations shall use Best Management Practices and exercise environmentally friendly blast media recovery systems.
2. To aid in providing a uniformly "weathered" appearance, all exposed surfaces of steel shall be blast cleaned in accordance with Steel Structures Painting Council (SSPC) Surface Preparation Specifications No. SP6 Commercial Blast Cleaning, current edition at notice to proceed. Handle and erect the bridge so as not to get dirt, oil, concrete or other foreign matter on the surface that might inhibit the natural protective rusting of steel.
3. Proper personal protective equipment (PPE) shall be used in accordance with OSHA regulations for PPE for blasting operations. Airborne dust shall be collected by a dust collection system designed for that purpose.

304-6.3 Delivery and Erection.

1. The bridge shall be delivered by truck to a location nearest to the site accessible by roads. Hauling permits and freight charges shall be the responsibility of the Contractor.

2. The Contractor shall obtain from the manufacturer the actual lifting weights, attachment points and all necessary information to install the bridge. Unloading, splicing, bolting, and proper lifting equipment shall be the responsibility of the Contractor.
3. A manufacturer's representative shall be present at the project site during erection of bridge at the Contractor's expense.

304-6.4 Warranty.

The manufacturer shall provide a warranty against defects in material and workmanship for a period of ten (10) years.

304-6.5 Measurement and Payment. Work for installation of pre-engineered truss bridge including all appurtenances, connections, and structural elements required to fully install said structure including abutment structures covered under Section 303-1 and including all environmental requirements for said installation and for costs of all materials furnished and installed shall be included in the lump sum bid for this work as described in Section 206-8 and 304-6.

SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION

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

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

306-1.1.1 General. ADD the following:

Perform all excavation regardless of the type, nature, or condition of the material encountered to accomplish the construction. Do not operate

excavation equipment within 5 feet of existing structures or newly completed construction. Excavate with hand tools in these areas.

Excavate the trench to the lines and grades shown on the Drawings with allowance for pipe thickness, sheeting and shoring if used, and for pipe base. If the trench is excavated below the required subgrade, refill any part of the trench excavated below the subgrade at no additional cost to the City with imported sand. Place the refilling material over the full width of trench in compacted layers not exceeding 6 inches deep to the established grade with allowance for the pipe base.

Trench depth shall accommodate the pipe and the pipe base at the elevations shown in the profile on the Drawings.

Construct trenches in rock by removing rock to a minimum of 6 inches below bottom of pipe and backfilling with imported sand.

Over-Excavation not Ordered or Indicated: Any over-excavation carried below the grade ordered or indicated shall be backfilled to the required grade with material specified by the Engineer and the material shall be compacted. Place the foundation stabilization material over the full width of the trench and compact in layers not exceeding 6 inches deep to the required grade. Place backfill on the compacted foundation stabilization and apply water to wash the sand into the voids of the rock refill material. Continue this procedure until the voids of the rock refill have been filled with imported sand. Do not apply water in such quantities that it will damage the integrity of the foundation stabilization. Rock refill material and imported sand may be placed and compacted at the same time. Such work shall be performed by the Contractor at no additional cost to the City.

Rock excavation: Classified rock excavation is defined as removal of solid rock, within the specified or indicated excavation or trench limits only, in ledges, bedded deposits, or unstratified masses which by actual demonstration cannot be reasonably excavated with a 235 Caterpillar track mounted hoe equipped with a standard 9-1/2 ft stick, general duty rippers and rock points, in good condition, or similar approved equipment. The term "rock excavation" shall be understood to indicate a method of removal and not a geological formation. Boulders larger than 1/2 cubic yard will be classified as rock, if systematic drilling and blasting are required, and are actually utilized, for their removal. The demonstration may be waived if, in the Engineer's opinion, the material is obviously unrippable.

306-1.1.3 Maximum and Minimum Width of Trench. ADD the following:

Pipe trench widths in the pipe zone will be limited as follows:

Pipe Diameter	Minimum Trench Width	Maximum Trench Width
1" through 8"	O.D. + 12"	O.D. + 18"
10" through 16"	O.D. + 16"	O.D. + 24"
18" through 24"	O.D. + 20"	O.D. + 36"
27" through 36"	O.D. + 24"	O.D. + 48"

Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there is at least 2 feet between the top edge of the trench and the structure or footing. Where shoring or encasement is required, trench widths shall be increased accordingly.

306-1.1.6 Bracing Excavations. To the City Supplement, ADD the following:

Trenches shall have sheeting, shoring, and bracing conforming to 29CFR 1926, Subpart P – Excavations, CAL/OSHA requirements, and the City's requirements.

The Contractor shall not be permitted to utilize any shoring method that consists of driving or hammering or any other method that results in undue vibration, noise, or any damage to adjacent structures. Drilling shall be permitted. The decision as to what constitutes undue noise or vibration shall be by the Engineer, and the Engineer's decision shall be considered final.

As a part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the CAL/OSHA Construction Safety Orders. If, however, the plan does not comply with the Safety Orders, the plan shall include a note stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders. Each copy of the plan shall have an original seal and "wet" signature of a civil or structural engineer registered in the State of California across the seal.

Observe safety precautions in all phases of the work. Included shall be trench shoring, bracing, lighting, and barricades as dictated by reason and by the Safety Orders of the Division of Industrial Safety, State of California (CAL/OSHA). Acquire an exemption letter or trenching permit from the California Division of Industrial Safety (CAL/OSHA) and comply with Labor Code Section 6705, Excavation Plans For Worker Protection. Submit a copy of the exemption letter or trenching permit with excavation drawings to the City prior to excavation work.

Nothing contained in this section shall be construed as relieving the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions, which are adequate for worker protection.

ADD:

306-1.1.6.1 Soldier Piles. Soldier piles shall be installed by preboring or other approved pre-excavation methods to tip elevation shown on approved Shop Drawings. Prevent prebored or other pre-excavated holes from collapsing.

Prebored hole shall be filled with lean concrete from bottom of hole to subgrade dependent upon analysis of vertical support requirements.

Remaining pile length shall be filled with lean concrete, completely encasing the pile.

Concrete shall be placed from the bottom of the hole upwards by means of a flexible pipe connected to a hopper.

306-1.1.6.2 Sheeting and Lagging. Sheeting and lagging shall be installed with no gap between the boards unless specifically approved. As installation progresses, the voids between the excavation face and the lagging or sheeting shall be backfilled with sand or soil and rammed into place. Materials such as hay or burlap shall be used where necessary to allow drainage of groundwater without loss of soil or packing material. If gaps in the lagging are allowed, the gap width between lagging boards shall be limited to 1/2 inch maximum.

If unstable material is encountered, suitable measures shall be taken to retain it in place or to otherwise prevent soil displacement.

Extend lagging down to final subgrade.

A sufficient quantity of material shall be on hand for sheeting, shoring, bracing, and other operations for protection of work and for use in case of accident or emergency.

306-1.1.6.3 Steel Sheet Piling. Steel sheet piling may be used only where existing subsurface conditions are suitable for installation of sheet piling to the full depth of penetration required, and to proper alignment and plumbness, specified herein, without damage to the sheet piling or rupture of its interlocks. The use of steel sheet piling will not be permitted where sheeting would be required to penetrate boulders, rock or other materials which may prevent the proper installation of sheet piling.

Steel sheet piling shall be installed in plumb position with each pile interlocked with adjoining piles for its entire length so as to form a continuous diaphragm throughout the length of each run of wall, bearing tightly against original ground. Install sheeting to depth required for design. Exercise care during installation so that interlocking members can be extracted, if required, without injury to adjacent ground. The installation equipment shall be suitable to the type and nature of the subsurface materials anticipated to be encountered. The equipment and methods of installation, cutting, and splicing shall conform to the approved Shop Drawings.

Liner plate shall be installed to proper line and grade and dimensions which will enable final liner to be placed in accordance with tolerances specified by the Engineer. Annular void, if present by method of ground support shall be filled with tunnel grout as specified by the Engineer.

306-1.1.6.4 Internal Bracing Support System.

All bracing support members shall be installed and maintained in tight contact with each other and with the surface being supported.

Bracing members shall be preloaded by jacking the struts and shores in accordance with loads, methods, procedures, and sequence as described on the approved Shop Drawings. Coordinate excavation work with bracing installation and preloading. Use steel shims and steel wedges welded or bolted in place to maintain the preloading force in the bracing after release of the jacking equipment pressure. Use procedures so as to produce uniform bracing member loading without appreciable eccentricities, overstressing, or support member distortion.

Struts shall be provided with intermediate bracing as needed to enable them to carry their maximum design load without distortion or buckling. Provide diagonal bracing as necessary to maintain the stability of the system. Web stiffeners, plates, or angles shall be provided as needed to prevent rotation, crippling, or buckling of connectors at points of bearing between structural steel members. Allow for eccentricities resulting from field fabrication and assembly.

Excavations shall be to a depth no more than 2 feet below the elevation of the support member about to be placed. The support member shall be installed and preloaded immediately after installation and prior to continuing excavation.

306-1.1.6.5 Removal of Support Systems. Where removal is required wholly or in part, such removal shall be performed in a manner that will not disturb or damage adjacent new or existing construction or utilities. Fill all voids immediately with lean concrete, or other approved means.

All elements of support systems shall be removed to a minimum depth of 6 feet below final ground surface. However, when a structure poured against the sheeting system extends above the 6-foot limit, removal of the sheeting system shall be to the top of the structure.

All damage to property resulting from removal shall be promptly repaired at no cost to the Owner. The Engineer shall be the sole judge as to the extent and determination of the materials and methods for repair.

ADD:

306-1.2.15 Trench Excavation in Backfill or Embankment Areas.

Construct trench excavation for pipe or pipes in backfill or embankment areas in accordance with one of the following procedures:

1. Construct and compact the embankment to an elevation of 1-foot minimum over the top of the largest pipe to be installed. Excavate trench in the compacted embankment. Place pipe base material, install pipe,

and backfill with pipe zone material. Construct embankment as specified in the Specification Section 300.

2. Excavate trench in the completed backfill or embankment. Place pipe base material, install pipe, and backfill with pipe zone material. Place and compact backfill above the pipe zone to the same relative compaction as the adjacent embankment as specified in Specification Section 300.

306-1.3.3 Jetted Backfill. ADD the following:

Water used in compaction shall have a maximum chloride concentration of 500 mg/l as measured by California Department of Transportation (Caltrans) Method 422, maximum sulfate concentration of 500 mg/l as measured by Caltrans Method 417, and shall have a pH of 7.0 to 9.0 as measured by ASTM G51. Water shall be free of organic materials injurious to the pipe coatings.

ADD:

306-1.3.9 Filter Fabric Installation. Protected (Underlying) Soil Preparation: The protected soil surface should be graded to a relatively smooth surface. Sharp objects should be removed to prevent fabric damage.

Initial Fabric Layer Placement: The fabric should be placed as smooth and wrinkle-free as possible. All laps should be at least 2 to 3 feet in width and may be either parallel or perpendicular to the water flow within the drainage aggregate. If the laps are perpendicular to the water flow, the upstream fabric should lap over the downstream fabric. Sufficient fabric should be provided beyond the edges of the drainage aggregate to allow for complete aggregate encapsulation using a 3 foot overlap. Pins may be required to maintain the position during aggregate placement.

Drainage Aggregate Placement: Drainage aggregate should be placed in lifts and compacted; equipment should not be allowed to operate directly on the fabric.

Cover Fabric Filter Placement: The fabric should be unrolled as smooth and wrinkle-free as possible. All laps should be at least 2 to 3 feet in width and may be made either parallel or perpendicular to the water flow within the drainage aggregate. If the laps are perpendicular to the direction of normal ground surface run-off, the upstream fabric should lap over the downstream fabric. Pins, soil or rock may be required to maintain fabric position during windy weather and subsequent cover material placement. Maintaining complete encapsulation of the drainage aggregate by the fabric filter is imperative to proper blanket drain performance.

Cover material Placement: Cover materials should be placed in lifts and compacted (if applicable); equipment should not be allowed to operate directly on the fabric. Sufficient cover material thickness should be

maintained to prevent degradation of the fabric filter caused by ultraviolet radiation.

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

8. The payment for imported backfill when you elect to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid item for "Imported Backfill". The price shall include the removal and disposal of unsuitable materials.

The unit price for pipe installed across the pre-engineered truss bridge shall include cost for materials, jointing, and installation as represented on the plans and shall be bid at a separate per linear foot cost than that of the pipe installed by open trench method.

Payment for special joints, including flexible couplings shall be bid on a per coupling basis and shall include all costs to furnish and install at each location.

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

306-22 **PIPE FUSION.** DELETE in its entirety.

SECTION 500 -- PIPELINE

500-2.11.5 **Installation.** ADD the following:

5. The invert of existing and new precast and cast-in-place bases shall be hand-worked to provide channels conforming in size to the inside diameter of the piping as indicated on the Approved Plans. The channels shall vary uniformly in size and shape from inlet to outlet. The concrete base shall be shaped with a wood float and shall receive a hard steel trowel finish before the concrete sets. A template shall be used to accurately form the level surface that will receive the first precast section.
6. During construction of cast-in-place bases, all sewer mains and stub piping shall be in place, including ring-type seals, before concrete placement. Pipe grade and alignment shall be verified immediately upon placement of concrete to assure that the pipelines are in proper position prior to the concrete taking an initial set. The invert elevation and flow line of piping shall be as shown on the Approved Plans and Standard Drawings. The manhole base shall extend 250mm (10") below the bottom of the lowest pipe and 150mm (6") above the top of the largest pipe.

7. Cast-in-place bases shall set a minimum of 24 hours before the manhole construction is continued. In certain critical situations, the setting time may be reduced upon approval of the City.

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 704 – SEWAGE SPILL PREVENTION

704-3 SEWAGE BYPASS AND PUMPING PLAN. To the City Supplement, ADD the following:

11. The sewer bypass piping shall not be placed along the ephemeral channel bed. A temporary pipe bridge shall be constructed to support the bypass piping above the channel bed if the bypass alignment across the channel is required.

SECTION 705 – WATER DISCHARGES

705-2.6.1 General. Paragraph (3), To the City Supplement, item 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 for Tecolote Canyon Sewer Main SDP, PTS No. 354238**, as referenced in the Contract Appendix. You must comply with all requirements of the **Mitigated Negative Declaration** as set forth in the **Contract Appendix A**.

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/SITE DEVELOPMENT PERMIT



(619) 446-5460

**FINAL
MITIGATED NEGATIVE DECLARATION**

PTS No. 354238

WBA No. B-11111.02.06

SCH No. 2015121067

SUBJECT: TECOLOTE CANYON SEWER MAIN SDP: A SITE DEVELOPMENT PERMIT for removal and replacement of an existing deteriorating cast iron sewer pipe in Tecolote Canyon that spans across Tecolote Creek on support pillars. The project includes installation of a 140-foot long by 12-foot wide prefabricated steel truss bridge that would span Tecolote Creek approximately 120 feet to support a new 8-inch Ductile Iron sewer main. The steel truss sewer pipeline will have two abutment supports on each side of the creek. A temporary lay down area for assembly of the pipe bridge, measuring 48 by 177 feet, would be located south of Tecolote Creek and accessed from the existing 10-foot wide access road within Tecolote Canyon. The existing 130-foot long underground 8-inch vitrified clay (VC) pipe, which connects to the suspended pipe, would also be replaced via open trenching in a 3-foot wide trench. Three manholes would be replaced by digging out the existing manholes within in three, 10 square-foot areas. An existing 10-foot access road from the Tecolote Visitor Center to Manhole 179 would be used for access to the south side of Tecolote Creek. A crane and other equipment would be staged on the south side of the Creek along the existing access road to reach over the Creek and conduct the proposed work on the north side.

The existing bridge pipe support pillars would be cut in place to remove the above ground portions and make way for the new bridge, while the below ground portions of the pillars would be left in place to avoid impacts to the creek bed. In addition, the existing 3-foot pedestrian path from Gardena Avenue to the work site area would be temporarily widened to 8 feet for vehicular access to conduct the open trench and abutment work on the north side of the creek. Areas of Diegan Coastal Sage Scrub and Southern Willow Scrub habitat that are disturbed by the proposed project will be revegetated with container plant and seed palettes that are appropriate for each respective habitat and will be maintained and monitored following revegetation planting and seeding.

Applicant: City of San Diego Public Works Department – Engineering and Capital Projects,
Right of Way Design Division.

- 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 affect in

the following area(s): **Land Use (MSCP/MHPA Adjacency), Archaeological Resources, and Biological Resources**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project, as revised, now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. **DOCUMENTATION:** The attached Initial Study documents the reasons to support the above Determination.

V. **MITIGATION, MONITORING AND REPORTING PROGRAM:** To ensure that site development would avoid significant environmental impacts, a Mitigation, Monitoring, and Reporting Program (MMRP) is required. Compliance with the mitigation measures shall be the responsibility of the applicant. The mitigation measures are described below.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of 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:

Qualified Biologist

Qualified Archaeologist

Qualified Native American Monitor including Kumeyaay Cultural Monitor

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

CONTACT INFORMATION:

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

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) 354238, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.

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

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

U.S. Army Corp of Engineers 404 Permit, California Regional Water Quality Control Board 401 Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement

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>Assoc Inspection/Approvals/Notes</i>
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consultant Const. Monitoring Exhibits	Prior to or at the Pre-Construction
Biology	Biology Report	Prior to Construction – Limits of Work (Verification – Project Site)
Archaeology	Archaeology Reports	Archaeology site observation
MMRP		Final MMRP Inspections

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents.

Letters of Qualification Have Been Submitted to DD

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 PBQ 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. Southern Willow Scrub Wetland Habitat Mitigation

Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the project's impacts to 0.005-acre of southern willow scrub wetland habitat shall be mitigated by providing in-kind mitigation at a 2:1 ratio within one of the approved City of San Diego Public Utilities Department wetland banks.

VII. Diegan Coastal Sage Scrub/Non-Native Grassland Upland Habitat Mitigation

Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the project's combined impacts to 0.118-acre of Diegan coastal sage and non-native grassland habitat within the MHPA shall be mitigated at a 1:1 ratio through payment into the City's Habitat Acquisition Fund.

VIII. Wetland/Upland Habitat Revegetation

Disturbed, graded, and/or cleared areas shall be revegetated within 90 days of the completion of disturbance, with native or naturalized plant species to minimize the potential for non-native plant invasion and erosion/sedimentation into the adjacent MHPA. Revegetation shall substantially conform to the Revegetation Plan attached as Appendix 6 to the Biological Survey Technical Report for the Tecolote Canyon 8-Inch Sewer Main Replacement, prepared

MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS

- 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. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 - B. **Drainage** - All new and proposed parking lots and 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 impactive to 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 be subject to City Outdoor Lighting Regulations per LDC 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 high, 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. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.
- H. **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 the following: California Gnatcatcher(3/1-8/15); Least Bell's vireo (3/15-9/15); 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.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

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

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher 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 THE REQUIREMENTS UNDER SECTION A 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.

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

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 CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE

BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

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

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

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

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S

VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB (A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

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

- B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:
1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN THE REQUIREMENTS OF SECTION A SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

ARCHAEOLOGICAL 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 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 ¼ 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 (CSVSR). The CSVSR'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 PL. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

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

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

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

Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

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

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

V. **Night and/or Weekend Work**

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

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the 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.

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government

US Fish & Wildlife Service (23)
U.S. Army Corps of Engineers (26)

State of California

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

City of San Diego

Councilmember Zapf - District 2 (MS 10A)
Mayor's Office (MS 11A)

City Attorney's Office

Shannon Thomas (MS 59)

Development Services

Mark Brunette (MS 501)
Angela Nazareño (MS 301)
Conan Murphy (MS 501)

Planning - MSCP

Kristy Forburger (MS 5A)

Planning - Park and Recreation

Jeff Harkness (MS 413)

Engineering and Capital Projects

Edward Castaneda (MS 908A)
Katherine Santos (MS 908A)

Library Department

Government Documents (81)
Linda Vista Branch Library (81M)

Other Groups and Individuals

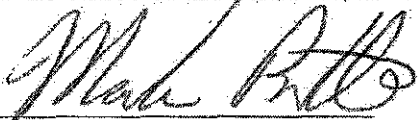
Linda Vista Planning Group (267)
Friars Village HOA (270)
Sierra Club (165)
San Diego Audubon Society (167)
Mr. Jim Peugh (167A)
California Native Plant Society (170)
Endangered Habitats League (182A)
Wetland Advisory Board (171)
Historical Resources Board (87)

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)
Native American Heritage Commission (222)
University of San Diego (269)

VII. RESULTS OF PUBLIC REVIEW:

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

December 18, 2015
Date of Draft Report

January 25, 2016
Date of Final Report

Analyst: Mark Brunette

Attachments: Location Map
 Initial Study Checklist

RESPONSE TO COMMENTS

Comment noted. The Mitigation Monitoring and Reporting Program of the Final MND requires that a Qualified Native American Monitor, including a Kumeyaay Cultural Monitor, be present during ground disturbing activities.



PO Box 908
Alpine, CA 91905
#1 Viejas Grade Road
Alpine, CA 91901

Phone: 619-4533610
Fax: 619-4555337
viejas.com

December 23, 2015

Mark Brunette
1222 First Ave., MS 501
San Diego, CA 92101

RE: Tecolote Sewer Main SDP PO 354228

Dear Mr. Brunette,

The Viejas Band of Kumeyaay Indians ("Viejas") has reviewed the proposed projects and at this time we have determined that the project site has cultural significance or ties to Viejas. Viejas Band request that a Kumeyaay Cultural Monitor be on site for ground disturbing activities to inform us of any new developments such as inadvertent discovery of cultural artifacts, cremation sites, or human remains. Please call Julie Hagen for any questions at 619-669-2399 or email jhagen@viejas-nsn.gov. Thank you.

Sincerely,

VIEJAS BAND OF KUMEYAAY INDIANS

RESPONSE TO COMMENTS

Comment noted.

**PALA TRIBAL HISTORIC
PRESERVATION OFFICE**

PHD 50, 35008 Pala, Temecula Road
Pala, CA 92659
760-891-3610 Office | 760-742-3189 Fax **PALA THPO**



January 6, 2016

Mark Brunette
City of San Diego, Planning Dept.
1222 First Ave, MS 413
San Diego, CA 92101

Re: Tecolote Sewer Main SDP

Dear Mr. Brunette:

The Pala Band of Mission Indians Tribal Historic Preservation Office has received your notification of the project referenced above. This letter constitutes our response on behalf of Robert Smith, Tribal Chairman.

We have consulted our maps and determined that the project as described is not within the boundaries of the recognized Pala Indian Reservation. The project is also beyond the boundaries of the territory that the tribe considers its Traditional Use Area (TUA). Therefore, we have no objection to the continuation of project activities as currently planned and we defer to the wishes of Tribes in closer proximity to the project area.

We appreciate involvement with your initiative and look forward to working with you on future efforts. If you have questions or need additional information, please do not hesitate to contact me by telephone at 760-891-3515 or by e-mail at sgaughen@pala tribe.com.

Sincerely,

Shasta C. Gaughen, PhD
Tribal Historic Preservation Officer
Pala Band of Mission Indians

ATTENTION: THE PALA TRIBAL HISTORIC PRESERVATION OFFICE IS RESPONSIBLE FOR ALL REQUESTS FOR CONSULTATION. PLEASE ADDRESS CORRESPONDENCE TO SHASTA C. GAUGHEN AT THE ABOVE ADDRESS. IT IS NOT NECESSARY TO ALSO SEND NOTICES TO PALA TRIBAL CHAIRMAN ROBERT SMITH.

Consultation letter 1

RESPONSE TO COMMENTS

1. A records search was not required since archaeological and native American monitoring will be required during all of the project's ground disturbing activities in accordance with the Mitigation Monitoring and Reporting Program (MMRP) of the Final DMND. Any archaeological resources that are discovered will be reported in accordance with the MMRP of the Final DMND.
2. A survey is not necessary since archaeological and native American monitors will be present during all of the project's ground disturbing activities.
3. The surveys and records searches are not necessary, and, therefore, recirculation of the draft DMND is not necessary, because the draft DMND included a Mitigation, Monitoring and Reporting Program, including required archaeological and native American monitoring during ground disturbing activities, which will reduce potentially significant impacts to archaeological resources to a less than significant level.



San Diego County Archaeological Society, Inc.

Environmental Review Committee

18 January 2016

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

Subject: Draft Mitigated Negative Declaration
Tecolote Sewer Main SDP
Project No. 334238

Dear Mr. Brunette:

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

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

1. The initial study does not indicate that a records search was performed for this project. It is essential that that be completed prior to finalizing this DMND, so that results can be reported in it.
2. Also, given the amount of disturbance that will result from the installation of the new sewer line and bridge, plus the access path widenings, laydown areas, etc., we believe that all of the areas to be impacted, plus a buffer around them, must be surveyed by a qualified archaeologist and a Native American monitor. Any areas that have been surveyed within the past 5 years would not require resurvey.
3. Should any cultural resources be discovered by the records search and/or the survey, this DMND may require recirculation for public review.

Thank you for the opportunity to participate in the public review period of this DMND.

Sincerely,

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

cc: SDCAS President
File

P.O. Box 21106 San Diego, CA 92102-1106 (619) 538-0335

RESPONSE TO COMMENTS

Comment noted. A copy of the State Water Resources Control Board letter and a response to the letter are included in this MRD.



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



DEBRA LEE
DIRECTOR

January 28, 2016

Mark Brumms
City of San Diego
1222 First Avenue, MS-501
San Diego, CA 92101

Subject: Tecolote Sewer Main SDP (PFS No. 354236)
SCSR: 20131067

Dear Mark Brumms:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Detail Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on January 27, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

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

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

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

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-4633 if you have any questions regarding the environmental review process.

Sincerely,

Susan Horgan
Director, State Clearinghouse

Enclosures
cc: Resource Agency

1400 10th Street P.O. Box 3004 Sacramento, California 95612-3004
(916) 413-0612 FAX (916) 527-5988 www.opr.ca.gov

RESPONSE TO COMMENTS

Comment noted. A copy of the State Water Resources Control Board letter and a response to the letter are included in this NRD.

**Decisional Details Report
State Clearinghouse Data Base**

SCM# 2015121007
Project Title Tecolote Sewer Main SDD #715 No. 350328
Lead Agency San Diego, City of

Type NRD Mitigated Negative Declaration

Description Tecolote Sewer Main SDD: A Site Development Permit for removal and replacement of an existing detouring cast iron sewer pipe to Tecolote Canyon that spans across Tecolote Creek on support pilers. The Project includes installation of a 140-foot long by 12-foot wide prefabricated steel truss bridge that spans Tecolote Creek approx. 120 feet to support a new 8-inch Castile top sewer main. The steel truss sewer pipeline will have two abutment supports on each side of the creek. A temporary lay down area for assembly of the pipe bridge, measuring 40 by 177 feet, would be located south of Tecolote Creek and accessed from the existing 10-foot wide access road within Tecolote Canyon. The existing 130-foot long underground 8-inch accessed from the existing 10-foot wide access road within Tecolote Canyon. The existing 130-foot long underground 8-inch vitrified clay (VC) pipe which connects to the suspended pipe, would also be replaced via open trenching in a 8-foot wide trench.

Lead Agency Contact

Name Mark Brunode
Agency City of San Diego
Phone 619-448-5879 **Fax**
Address 1222 First Avenue, MS-501
City San Diego **State** CA **Zip** 92101

Project Location

County San Diego
City San Diego
Region
Lat/Long 32° 46' 34" N / 117° 11' 34" W
Cross Streets Cross Street and Gardens Avenue
Parcel No. 435-100-01
Township **Range** **Section** **Base**

Proximity to:

Highways 163, 569, 5
Airports
Railways MTS/Ametek/Coastal
Waterways Mission Bay, San Diego River
Schools Montgomery Middle, Mark Teresa High, Francis Parker
Land Use CP-1-1 and CP-2-1 (Open Space - Park)

Project Issues: Archaeology-Historic, Biological Resources, Land Use, Wetland/Streams

Reviewing Agencies Resources Agency, Department of Fish and Wildlife, Region 5; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol, Caltrans, District 11; Air Resources Board; State Water Resources Control Board, Division of Drinking Water; State Water Resources Control Board, Division of Financial Assistance; State Water Resources Control Board, Division of Water Quality; Regional Water Quality Control Board, Region 9; Native American Heritage Commission; Public Utilities Commission; State Lands Commission

Date Received 12/09/2015 **Start of Review** 1/26/2016 **End of Review** 04/27/2016

RESPONSE TO COMMENTS

The City of San Diego will not be pursuing Clean Water State Revolving Fund financing for the Tecolote Sewer Main SDF project. Therefore, the comments in the latter do not apply to the project.



State Water Resources Control Board

JAN 20 2016

Mark Brunelle
City of San Diego
1222 1st Avenue (MS 504)
San Diego, CA 92101

Dear Mr. Brunelle:

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (IS/MND) FOR CITY OF SAN DIEGO (CITY); TECOLOTE SEWER MAIN SDF (PTS NO. 384236) (PROJECT); SAN DIEGO COUNTY; STATE CLEARINGHOUSE NO. 2015121087

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

The State Water Board, Division of Financial Assistance, is responsible for administering the CWSRF Program. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state. The CWSRF Program provides low-interest funding equal to one-half of the most recent State General Obligation Bond Rates with a 30-year term. Applications are accepted and processed continuously. Please refer to the State Water Board's CWSRF website at: www.waterboards.ca.gov/water_issues/programs/grants_loans/sr/inf_index.shtml.

The CWSRF Program is partially funded by the United States Environmental Protection Agency and requires additional "CEQA-Plus" environmental documentation and review. Three enclosures are included that further explain the CWSRF Program environmental review process and the additional federal requirements. For the complete environmental application package please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/sr/inf_forms.shtml. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to State Water Board approval of a CWSRF financing commitment for the proposed Project. For further information on the CWSRF Program, please contact Mr. Ahmad Kaetke, at (916) 341-6355.

PLACING MARKERS, SHOWN | YERBENA STATION, 12/20/2015 09:00:00

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



RESPONSE TO COMMENTS

The City of San Diego will not be pursuing Clean Water State Revolving Fund Financing for the Tecolote Sewer Main SDP project. Therefore, the comments in the letter do not apply to the project.

It is important to note that prior to a CWSRF financing commitment, projects are subject to provisions of the Federal Endangered Species Act (ESA), and must obtain Section 7 clearance from the United States Department of the Interior, Fish and Wildlife Service (USFWS), and/or the United States Department of Commerce National Oceanic and Atmospheric Administration, National Marine Fisheries Service (NMFS) for any potential effects to special status species.

Please be advised that the State Water Board will consult with the USFWS, and/or the NMFS regarding all federal special-status species that the Project has the potential to impact if the Project is to be financed by the CWSRF Program. The City will need to identify whether the Project will involve any direct effects from construction activities, or indirect effects such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur in the Project site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 108 of the National Historic Preservation Act (Section 108). The State Water Board has responsibility for ensuring compliance with Section 108 and the State Water Board must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. The City must retain a consultant that meets the Secretary of the Interior's Professional Qualifications Standards (http://www.nps.gov/nationalhistoriclaw/arch_stnds_0.html) to prepare a Section 108 compliance report.

Note that the City will need to identify the Area of Potential Effects (APE), including construction and staging areas, and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should extend to a 1/4-mile beyond Project APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal environmental requirements pertain to the Project under the CWSRF Program include the following (for a complete list of all environmental requirements please visit: http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srfdps/forms/application_environmental_package.pdf).

- A. Compliance with the Federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- B. Compliance with the Coastal Zone Management Act: Identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.

RESPONSE TO COMMENTS

The City of San Diego will not be pursuing Clean Water State revolving Fund financing for the Tecolote Sewer Main SDP project. Therefore, the comments in the letter do not apply to the project.

- C. Protection of Wetlands: Identify any portion of the proposed Project area that should be evaluated for wetlands or United States waters definition by the United States Army Corps of Engineers (USACE), or requires a permit from the USACE, and identify the status of coordination with the USACE.
- D. Compliance with the Farmland Protection Policy Act: Identify whether the Project will result in the conversion of farmland. State the status of farmland (Prime, Unique, or Local Statewide Importance) in the Project area and determine if this area is under a Williamson Act Contract.
- E. Compliance with the Migratory Bird Treaty Act: List any birds protected under this act that may be impacted by the Project and identify conservation measures to minimize impacts.
- F. Compliance with the Flood Plain Management Act: Identify whether or not the Project is in a Flood Management Zone and include a copy of the Federal Emergency Management Agency flood zone maps for the area.
- G. Compliance with the Wild and Scenic Rivers Act: Identify whether or not any Wild and Scenic Rivers would be potentially impacted by the Project and include conservation measures to minimize such impacts.

Following are specific comments on the City's draft ISMND:

1. Many of the subsequent discussions in the Geology and Soils section do not explicitly answer the question. Please clearly address the questions in this section, and explain whether or not there is a fault zone in the area.
2. Page 18, in the Hazards and Hazardous Materials section, part b is not checked.
3. If seeking CWSRF funding:
 - i. Please supply a copy of any required permits for the Project to the State Water Board.
 - ii. Please include the construction and operational emissions for the Project, and the calculations for the air quality emission estimates.
 - iii. Please include the species lists, as well as the dates for which the species lists were processed for review. The species lists include United States Fish and Wildlife Service, California Natural Diversity Database, and California Native Plant Society Rare Finds Database.
 - iv. Please include a list of any migratory bird species protected under the Migratory Bird Treaty Act that may be impacted by the Project.
 - v. According to the biological report, the biological survey was conducted on March 14, 2013. Please note that the biological survey will need to be updated if seeking CWSRF financing.
 - vi. Please include a floodplain map from the Federal Emergency Management Agency for the Project area.
 - vii. Provide documentation of the cultural resources report authors' qualifications according to the Secretary of the Interior's Professional Qualifications Standards.

RESPONSE TO COMMENTS

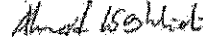
The City of San Diego will not be pursuing Clean Water State Revolving Fund financing for the Tecolote Sewer Main SFP project. Therefore, the comments in the letter do not apply to the project.

- vii. In support of Section 108 documentation, include detailed, properly scaled maps indicating the location of the half-mile search radius in relation to the Project APE. Provide labeled locations of any archaeological or historical properties located within the APE and search area.
- viii. Provide the cultural resources report to the State Water Board.

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

Thank you for the opportunity to review the City's draft IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 344-5739, or by email at Stephanie.Holstese@waterboards.ca.gov, or contact Ahmad Kashkoi at (916) 344-5866, or by email at Ahmad.kashkoi@waterboards.ca.gov.

Sincerely,



Ahmad Kashkoi
Senior Environmental Scientist

Enclosures (3)

1. Clean Water State Revolving Fund Environmental Review Requirements
2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
3. Basis Criteria for Cultural Resources Reports

cc: State Clearinghouse
(Re: SCH# 201612 1087)
P.O. Box 8344
Sacramento, CA 95812-2044

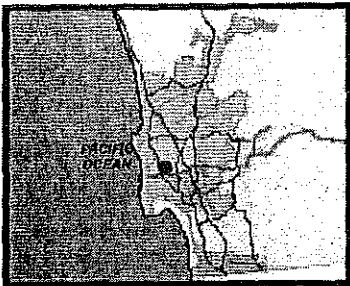
TECOLOTE CANYON 8-INCH CI SEWER MAIN

SENIOR ENGINEER
 RANIA AMEN
 619-533-5492

PROJECT MANAGER
 AKRAM BAGSYOUNI SARAH CIVVEZ
 619-533-6902

PROJECT ENGINEER
 ED CASTANEDA
 619-533-6656

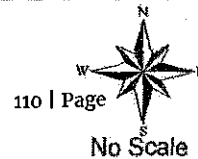
CONSTRUCTION PROJECT
 INFORMATION LINE
 619-533-4207



Legend

 Replace 8" CI Pipe from MH 176 to MH 179

Appendix A - Tecolote Canyon 8-inch Sewer Main Replacement
 Mitigated Negative Declaration (Rev. July 2015)



COMMUNITY NAME:
 Linda Vista & CLAREMONT WEST

COUNCIL DISTRICT: 2

SAP ID: B11111 (S)



Date: November 2, 2012

THIS MAP/DRAWING IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY to SanGIS. This map is copyrighted by RAND McNALLY & COMPANY. All other information contained herein is the property of the respective owner.

INITIAL STUDY CHECKLIST

1. Project Title/Project Number:

TECOLOTE SEWER MAIN SDP /354238

2. Lead agency name and address:

City of San Diego
Department of Development Services
1222 First Avenue, MS 501
San Diego, CA 92101

3. Contact person and phone number:

Mark Brunette/ (619) 446-5379

4. Project location:

The project site is located in Tecolote Canyon approximately 400 feet east of the intersection of Cross Street and Gardena Avenue, approximately 600 feet south of the southerly terminus of September Street, and approximately 600 feet north of the University of San Diego Campus.

5. Project Applicant/Sponsor's name and address:

City of San Diego Public Works Department – Engineering and Capital Projects, Right of Way Design Division

6. General Plan designation:

The project is located in the Park, Open Space and Recreation general plan designation.

7. Zoning:

The proposed project is within the OP-1-1 and OP-2-1 (Open Space - Park) zones.

8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A SITE DEVELOPMENT PERMIT for removal and replacement of an existing deteriorating cast iron sewer pipe in Tecolote Canyon that spans across Tecolote Creek on support pillars. The project includes installation of a 140-foot long by 12-foot wide prefabricated steel truss bridge that would span Tecolote Creek approximately 120 feet to support a new 8-inch Ductile Iron sewer main. The steel truss sewer pipeline will have two abutment supports on each side of the creek. A temporary lay down area for assembly of the pipe bridge, measuring 48 by 177 feet, would be located south of Tecolote Creek and accessed from the existing 10-foot wide access

road within Tecolote Canyon. The existing 130-foot long underground 8-inch vitrified clay (VC) pipe, which connects to the suspended pipe, would also be replaced via open trenching in a 3-foot wide trench. Three manholes would be replaced by digging out the existing manholes within in three, 10 square-foot areas. An existing 10-foot access road from the Tecolote Visitor Center to Manhole 179 would be used for access to the south side of Tecolote Creek. A crane and other equipment would be staged on the south side of the Creek along the existing access road to reach over the Creek and conduct the proposed work on the north side.

The existing bridge pipe support pillars would be cut in place to remove the above ground portions and make way for the new bridge, while the below ground portions of the pillars would be left in place to avoid impacts to the creek bed. In addition, the existing 3-foot pedestrian path from Gardena Avenue to the work site area would be temporarily widened to 8 feet for vehicular access to conduct the open trench and abutment work on the north side of the creek. Areas of Diegan Coastal Sage Scrub and Southern Willow Scrub habitat that are disturbed by the proposed project will be revegetated with container plant and seed palettes that are appropriate for each respective habitat and will be maintained and monitored following revegetation planting and seeding.

9: Surrounding land uses and setting: Briefly describe the project's surroundings:

The project site is located on City of San Diego owned lands within a naturalized canyon (Tecolote Canyon) that is approximately 3/4 mile east of Interstate 5, between the University of San Diego campus to the south and residential areas along Gardena Avenue and September Street to the west and north, respectively. Tecolote Canyon includes Tecolote Creek, a coastal drainage in the Penasquitos watershed that is oriented to the west-southwest within the project area. Approximately 600 feet downstream and to the west of the project site, Tecolote Creek becomes a concrete lined channel that eventually discharges into Mission Bay just west of Interstate 5. In general, the canyon also consists of a relatively flat canyon floor with steep slopes leading to the surrounding urban development including the University of San Diego campus along the canyon rim to the south. The elevations within the project area range from approximately 38 feet above mean sea level (MSL) within the Tecolote Creek bottom to 142 feet above MSL along the south-facing slope north of Tecolote Creek. Elevation south of Tecolote Creek within the relatively flat canyon bottom ranges between 48 and 58 feet above MSL.

The project site is located entirely within the City of San Diego's Tecolote Canyon Natural Park and Multi-Habitat Planning Area (MHPA). No US Fish and Wildlife Service designated critical habitat for any listed species occurs within or adjacent to the project area.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

It is anticipated that the following permit may need to be obtained for the project: California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement.

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 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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- I) AESTHETICS – Would the project:
- a) Have a substantial adverse effect on a scenic vista?

Although there is no designated scenic vista in the vicinity of the project site, there are scenic views in the surrounding area since the project site is located with the Tecolote Canyon Natural Park. However, the proposed project would replace an existing deteriorating cast iron pipe supported by concrete piers that spans Tecolote Creek at the same location, same height above the creek bed, and for the same span length across the creek. For these reasons, the visual impact of the new truss bridge would not be any greater than that of the existing pipe and piers that will be removed. The proposed truss bridge is also not visible from surrounding locations due to topographical changes of the canyon and several mature trees and shrubs in the vicinity of the project site. Therefore, the proposed project would have no significant impacts to public scenic vistas and no mitigation would be required.

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

See answer to I.a. above. In addition, the project would not damage any existing scenic rock outcroppings or historic buildings (Refer to V.a.) as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway and would not remove any existing trees.

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

See answer to I.a. & b. above.

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

The project does not include any new or modified light sources such as new or replacement street lights, and the project would not utilize highly reflective materials. In addition, no substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740.

- II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 a naturalized canyon which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

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

Refer to II.a.

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

The project would occur in within a naturalized canyon which is not designated as forest land. In addition, forest land is not present in the vicinity of the project.

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

Refer to II.c.

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

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries.

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:

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed sewer 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 sewer repair projects 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.

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

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| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 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 Game or U.S. Fish and Wildlife Service?

Direct Impacts

A Biological Survey Technical Report for the Tecolote Canyon Sewer Main Replacement Project was prepared by Merkel & Associates, Inc. (Revised July 20, 2015). The technical report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project. The proposed project would result in a direct impacts to 0.005-acre of southern willow scrub wetland habitat, and combined direct impacts to 0.118-acre of Diegan coastal sage scrub (Tier II upland habitat) and Non-Native Grassland (Tier IIIB upland habitat) upland habitats. Wetland impacts would be mitigated by in-kind mitigation at a 2:1 ratio within one the approved City of San Diego Public Utilities Department wetland banks. Upland impacts within the MHPA would be mitigated at 1:1 ratio through payment into the City's Habitat Acquisition Fund.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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All disturbed, graded, and/or cleared areas created by the proposed project, including temporary construction impacts to wetland and upland habitats, would be revegetated within 90 days of the completion of disturbance, with native or naturalized plant species to minimize the potential for non-native plant invasion and erosion/sedimentation into the adjacent MHPA. Revegetation would substantially conform to the Revegetation Plan, including a 2-year monitoring program, attached as Appendix 6 to the Biological Survey Technical Report for the Tecolote Canyon 8-Inch Sewer Main Replacement, prepared by Merkel & Associates (Revised July 20, 2015, M&A #09-088-28).

Implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct impacts to wetland and upland habitats to a less than significant level.

Indirect Impacts

The proposed project may include use of construction materials or construction equipment fluids that may potentially enter the Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Program. 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. Further, the proposed project disturbance/impact areas could result in conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant indirect impacts to the MHPA to a less than significant level.

Section V also includes specific mitigation measures for the California gnatcatcher, least Bell's vireo, and raptors (including Cooper's hawk), which would reduce potentially significant indirect impacts on those bird species to a less than significant level.

Jurisdictional Agency Permitting

It is anticipated that a California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement would be applicable for the proposed project. A US Army Corp of Engineers (ACOE) Section 404 Nationwide Permit and Regional Water Quality Control Board (RWQCB) Section 401 state water quality certification/waiver would not be required since the project would not impact ACOE/RWQCB jurisdictional resources.

- b) Have a substantial adverse effect on any riparian

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Refer to IV.a. regarding direct and indirect impacts and jurisdictional agency permitting requirements. Implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to wetland and upland habitats to a less than significant level.

- 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?

Refer to IV.a. It is anticipated that a California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement would be applicable for the proposed project. A US Army Corp of Engineers (ACOE) Section 404 Nationwide Permit and Regional Water Quality Control Board (RWQCB) Section 401 state water quality certification/waiver would not be required since the project would not impact ACOE/RWQCB jurisdictional resources.

- 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?

According to the project's biological letter report, due to the relatively small scale, location, 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.

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

Refer to IV.a. The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for impacts to sensitive biological resources in accordance with the City of San Diego Multiple Species Conservation Program and the City of San Diego Biology Guidelines. The project is located within the Multi-Habitat Planning Area (MHPA)

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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and is therefore subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. These guidelines are included as mitigation measures under Section V of this Mitigated Negative Declaration which would reduce potentially significant direct and indirect impacts to habitat and wildlife in the MHPA to a less than significant level.

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| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Refer to IV.a and IV.e. The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan.

V. CULTURAL RESOURCES – Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project involves the repair and replacement of an existing sewer line and would not impact any designated historic structures or resources.

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|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

A review of the City of San Diego archaeological sensitivity maps indicates that the project is located within a mapped area for potential sensitive archaeological resources. In addition, because work for the project is expected to penetrate deeper than 18-inches below ground level, it is possible that the project could impact these resources. Implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant impacts to sensitive archaeological resources to a less than significant level.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project would not exceed the City of San Diego CEQA Significance Threshold that would require paleontological monitoring since it would not excavate deeper than 10 feet below existing grade. Therefore, the proposed project would have a less than

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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significant impact on paleontological resources and no mitigation is required.

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| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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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.

VI. GEOLOGY AND SOILS – Would the project:

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

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"/> |
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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.

- | | | | | |
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| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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See VI.a and b above.

- | | | | | |
|-----------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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See VI.a and b above.

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

Refer to VI.a. All disturbed areas would be revegetated, maintained and monitored for a two-year period in accordance with the project's Revegetation Plan, which is attached to the Biological Technical Report for the project as Appendix 6. Additionally, appropriate Best Management Practices would be utilized during project construction to prevent soil erosion. 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 unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The project would be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from off-site landslides, lateral spreading, subsidence, liquefaction or collapse would be below a level of significance. In addition, since the project involves the replacement of an existing sewer line, people would not be exposed to significant risks due to the fact that the facility would be unmanned after project completion.

- 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?

Refer to 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?

Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is to replace an existing sewer pipe.

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?

The City is utilizing data from the California Air Pollution Control Officers Association (CAPCOA) report "CEQA & Climate Change" dated January 2008 as an interim

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

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

The project involves a relatively short repair length of 250 feet with a limited eight-month duration of construction. Due to the limited project scope and construction time frame, the GHG emission output for the project is anticipated to fall well below the 900 metric ton per year figure. Therefore, the project would result in a less than significant CEQA Greenhouse Gas impact and further GHG emissions analysis 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 within the PROW. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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upset and accident conditions involving the release of hazardous materials into the environment?

Construction of the project may have the potential to traverse properties which could contain Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or contaminated sites located within 1,000 feet of the project alignments; 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.

- c) 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 PROW. 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?

See VIIIa-c above. In addition, the project alignment is not included on a list of hazardous materials locations.

- 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?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project alignment is not within an airport land use plan or within 2 miles of a public airport. Furthermore, since the proposed project involves a relatively short, 250-foot long linear sewer main replacement that is underground or near the ground at the base of a canyon, 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?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

Construction of the proposed project may 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?
- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Although the proposed project would be located within a naturalized canyon, the proposed sewer main replacement would not introduce any new features that are combustible or would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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 either a Water Pollution Control Plan or Storm Water Pollution Prevention Plan. These plans would prevent or effectively minimize short-term water

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

- b) Substantially deplete groundwater supplies or interfere substantially 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)?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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 course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

All trenches and disturbed areas would be backfilled and re-vegetated to minimize soil erosion. In addition, the purpose of the project is to replace deteriorating sewer pipe that could result in erosion if it is not replaced and fails in the future. Thus, the project would return the drainage pattern to its existing condition and would prevent potential future erosion that could be caused by the failure of the deteriorating sewer pipe.

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

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

Refer to 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.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Refer to 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project does not propose any structures that would impede flood flows as it is a linear sewer main repair project that spans over Tecolote Creek.

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The proposed project does not include any features that would increase the risk associated with inundation by seiche, tsunami, or mudflow beyond those of existing conditions.

X. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would involve replacing and installing utility infrastructure underground and spanning over Tecolote Creek, 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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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for the purpose of avoiding or mitigating an environmental effect?

The project would involve replacing and installing utility infrastructure underground and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

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

Refer to IV. The project is within the MHPA preserve area of the City of San Diego Multiple Species Conservation Program. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to the MHPA to a less than significant level.

- d) 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 designed 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.

- e) 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?

Refer to X.e

XII. NOISE – Would the project result in:

- a) 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 any the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project.

- b) Generation of excessive ground borne vibration or ground borne noise levels?

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

Refer to XII.a-b

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed linear underground sewer main 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project is not located within an airport land use plan, nor is it within 2 miles of a public airport. Therefore, it is not within any airport 60 CNEL noise contour so people working on the project would not be exposed to excessive airport noise levels. The project in and of itself would not generate operational noise. Furthermore, compliance with OSHA standards will ensure the project workers would not be exposed to excessive noise levels.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 infrastructure, or new homes and businesses. The project would replace existing deteriorating sewer 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"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

No such displacement would result. There is no existing housing within the boundaries of the proposed project.

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

No such displacement would result. There is no existing housing or residents within the boundaries of the project.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:
- i) Fire Protection
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

- ii) Police Protection
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <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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The project would not affect existing levels of police protection service 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 -

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

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

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

Refer to 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?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Construction of the proposed project may 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 or level of service.

- 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 may 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?

Refer to XVI.c. In addition, the project would not result in safety risks or a change to air traffic patterns in that all work would occur underground or near the ground at the base of a canyon.

- 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 a permanent 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. The project does not propose any change in land use that would affect existing land uses in the area.

- e) Result in inadequate emergency access?

Construction of the proposed project may 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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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not result in inadequate emergency access.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project may 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"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed sewer repair project would facilitate the conveyance of wastewater by replacing an existing deteriorating sewer pipe. Therefore, it would improve the efficiency and reliability of the City's wastewater system and would not exceed the requirements of the Regional Quality Control Board.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the proposed sewer repair project would facilitate the conveyance of wastewater by replacing existing deteriorating sewer pipe. The project does not require nor would it result in the construction of new water or waste water treatment facilities as it would improve the efficiency and reliability of the City's existing wastewater system by replacing an existing sewer pipe.

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

Construction of the proposed sewer main repair project would repair an existing sewer line in the same alignment and does not propose new storm water drainage facilities. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Have sufficient water supplies available to serve | <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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the project from existing entitlements and resources, or are new or expanded entitlements needed?

Construction of the proposed project would not increase the demand for water or require new or expanded water entitlements within the project area.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
Refer to XVII.c. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Construction of the project would result in the removal of the existing deteriorated sewer pipe, but otherwise would likely generate minimal waste. 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

Although the proposed project could have significant direct and indirect impacts to Sensitive Biological Resources and the project is located within or adjacent to the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Multi Habitat Planning Area (MHPA) of the MSCP, these impacts would be mitigated to a less than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. These mitigation requirements are also consistent with the MSCP City of San Diego Subarea Plan. With respect to cultural resources, potentially significant archaeological impacts would be mitigated to a less than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. No significant impacts would occur to paleontological resources because the proposed project would not disturb any geologic formations that are sensitive for the discovery of paleontological resources. As a result, project implementation would not result in a significant impact to these resources.

- 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)?
-

The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Since the mitigation measures identified in Section V of the MND are consistent with the land use adjacency requirements, the mitigation measures for direct impacts to upland and wetland habitats, and the nesting bird requirements of the Subarea Plan, the proposed project is consistent with the Subarea Plan. 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 adverse effects on human beings, either directly or indirectly?
-

As evidenced by the Initial Study Checklist, no substantial adverse effects on human beings, either indirectly or directly, would occur as a result of project implementation.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report:

III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- Regional Air Quality Strategies (RAQS) - APCD.
- Site Specific Report:

IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.

- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report: Biological Survey Technical Report for the Tecolote Canyon 8-inch CI Sewer Main Replacement and Supporting Structure by Merkel & Associates, Inc., revised July 20, 2015 (M&A #09-088-28).

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey;
- Site Specific Reports:

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(s):

VII. GREENHOUSE GAS EMISSIONS

- Site Specific Report:

VIII. HAZARDS AND HAZARDOUS MATERIALS

- San Diego County Hazardous Materials Environmental Assessment Listing,
- San Diego County Hazardous Materials Management Division
- FAA Determination
- State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized,
- Airport Land Use Compatibility Plan.
- Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

Flood Insurance Rate Map (FIRM).

Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html).

Site Specific Reports:

X. LAND USE AND PLANNING

City of San Diego General Plan.

Community Plan.

Airport Land Use Compatibility Plan

City of San Diego Zoning Maps

FAA Determination

XI. MINERAL RESOURCES

California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

Site Specific Report:

XII. NOISE

Community Plan

San Diego International Airport - Lindbergh Field CNEL Maps.

Brown Field Airport Master Plan CNEL Maps.

Montgomery Field CNEL Maps.

San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

City of San Diego General Plan.

Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

City of San Diego Paleontological Guidelines.

Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.

Site Specific Report:

XIV. POPULATION / HOUSING

City of San Diego General Plan.

Community Plan.

Series 11 Population Forecasts, SANDAG.

Other:

XV. PUBLIC SERVICES

City of San Diego General Plan.

Community Plan.

XVI. RECREATIONAL RESOURCES

City of San Diego General Plan.

Community Plan.

Department of Park and Recreation

City of San Diego - San Diego Regional Bicycling Map

___ Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

X City of San Diego General Plan.

X Community Plan.

___ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

___ San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVIII. UTILITIES

X City of San Diego General Plan.

X Community Plan.

XIX. WATER CONSERVATION

X City of San Diego General Plan.

X Community Plan.

___ Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset Magazine.

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION 302

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 302

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WBS NUMBER: B-11111.02.06

SITE DEVELOPMENT PERMIT NO. 1673959
TECOLOTE CANYON, PROJECT NO. 354238, MMRP, DEVELOPMENT SERVICES DEPARTMENT

This Site Development Permit No. 1673959 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 Tecolote Canyon in the OP-1-1 (Open Space Park) Zone of the Linda Vista Community Plan.

The project shall include:

- a. A Capital Improvement Program project designed to replace the existing cast iron sewer main with 8-inch Ductile Iron (DI) sewer main within a small area of Tecolote Canyon Natural Park. The sewer main will be supported by a new prefabricated steel truss sewer pipeline bridge with two abutment supports on each side of Tecolote Creek. This bridge system would eliminate the need for individual concrete pillars in the creek and would minimize impacts to the creek.
- b. A temporary laydown area measures 48 feet wide by 177 feet long for an approximate area of 8,700 square feet. The primary purpose of the laydown area is to allow the construction contractor to assemble the bridge and subsequently place the bridge in its final position as one complete unit. Once the bridge is in place, the additional laydown area will be closed off from further activities.
- c. The existing 3 foot wide pedestrian path from Gardena Avenue to the work site area would be permanently widened to 8 feet wide for vehicular access and used by Public Utilities for future infrastructure maintenance work.
- d. Replacement of two new manholes and revegetation of disturbed areas.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. 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. 354238**, 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. 354238**, 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
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 Approval Date and Resolution No. (CM-)

DRAFT

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

Angela Nazareno
Development Project Manager

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

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

City of San Diego
Owner/Permittee

By _____
Sheila Bose
Project Engineer, Public Works

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

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

1.1 To establish a Departmental policy and procedure for issuance, proper usage and charges for fire hydrant meters.

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

3.1 **Fire Hydrant Meter:** A portable water meter which is connected to a fire hydrant for the purpose of temporary use. (These meters are sometimes referred to as Construction Meters.)

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3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. POLICY

4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.

4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.

4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:

a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.

b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:

1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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2. The meter must be properly identifiable with a clearly labeled serial number on the body of the fire hydrant meter. The serial number shall be plainly stamped on the register lid and the main casing. Serial numbers shall be visible from the top of the meter casing and the numbers shall be stamped on the top of the inlet casing flange.
3. All meters shall be locked to the fire hydrant by the Water Department, Meter Section (see Section 4.7).
4. All meters shall be read by the Water Department, Meter Section (see Section 4.7).
5. All meters shall be relocated by the Water Department, Meter Section (see Section 4.7).
6. These meters shall be tested on the anniversary of the original test date and proof of testing will be submitted to the Water Department, Meter Shop, on a yearly basis. If not tested, the meter will not be allowed for use in the City of San Diego.
7. All private fire hydrant meters shall have backflow devices attached when installed.
8. The customer must maintain and repair their own private meters and private backflows.
9. The customer must provide current test and calibration results to the Water Department, Meter Shop after any repairs.
10. When private meters are damaged beyond repair, these private meters will be replaced by City owned fire hydrant meters.

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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ "National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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2. Construction and maintenance related activities (see Tab 2).

- b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
- c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
- d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
- e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
- f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
- g. After the fees have been paid and an account has been created, the

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meter shall be installed within 48 hours (by the second business day). For an additional fee, at overtime rates, meters can be installed within 24 hours (within one business day).

4.7 Relocation of Existing Fire Hydrant Meters

- a. The customer shall call the Fire Hydrant Meter Hotline (herein referred to as "Hotline"), a minimum of 24 hours in advance, to request the relocation of a meter. A fee will be charged to the existing account, which must be current before a work order is generated for the meter's relocation.
- b. The customer will supply in writing the address where the meter is to be relocated (map page, cross street, etc). The customer must update the original Fire Hydrant Meter Application with any changes as it applies to the new location.
- c. Fire hydrant meters shall be read on a monthly basis. While fire hydrant meters and backflow devices are in service, commodity, base fee and damage charges, if applicable, will be billed to the customer on a monthly basis. If the account becomes delinquent, the meter will be removed.

4.8 Disconnection of Fire Hydrant Meter

- a. After ten (10) months a "Notice of Discontinuation of Service" (Tab 3) will be issued to the site and the address of record to notify the customer of the date of discontinuance of service. An extension can only be granted in writing from the Water Department Director for up to 90 additional days (as stated in Section 4.6C) and a copy of the extension shall be forwarded to the Meter Shop Supervisor. If an extension has not been approved, the meter will be removed after twelve (12) months of use.
- b. Upon completion of the project the customer will notify the Meter Services office via the Hotline to request the removal of the fire hydrant meter and appurtenances. A work order will be generated

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for removal of the meter.

- c. Meter Section staff will remove the meter and backflow prevention assembly and return it to the Meter Shop. Once returned to the Meter Shop the meter and backflow will be tested for accuracy and functionality.
- d. Meter Section Staff will contact and notify Customer Services of the final read and any charges resulting from damages to the meter and backflow or its appurtenance. These charges will be added on the customer's final bill and will be sent to the address of record. Any customer who has an outstanding balance will not receive additional meters.
- e. Outstanding balances due may be deducted from deposits and any balances refunded to the customer. Any outstanding balances will be turned over to the City Treasurer for collection. Outstanding balances may also be transferred to any other existing accounts.

5. **EXCEPTIONS**

- 5.1 Any request for exceptions to this policy shall be presented, in writing, to the Customer Support Deputy Director, or his/her designee for consideration.

6. **MOBILE METER**

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:

- a) **Vehicle Mounted Meters:** Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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inspection. After installation is approved by the Meter Shop the vehicle and meter shall be brought to the Meter Shop on a monthly basis for meter reading and on a quarterly basis for testing of the backflow assembly. Meters mounted at the owner's expense shall have the one year contract expiration waived and shall have meter or backflow changed if either fails.

b) **Floating Meters:** Floating Meters are meters that are not mounted to a vehicle. **(Note: All floating meters shall have an approved backflow assembly attached.)** The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:

- 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
- 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

If any of the conditions stated above are not met the Meter Shop has the right to cancel the contract for floating meter use and close the account associated with the meter. The Meter Shop will also exercise the right to refuse the issuance of another floating meter to the company in question.

Any Fire Hydrant Meter using reclaimed water shall not be allowed use again with any potable water supply. The customer shall incur the cost of replacing the meter and backflow device in this instance.

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7. FEE AND DEPOSIT SCHEDULES

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Larry Gardner
Water Department Director**

- Tabs: 1. Fire Hydrant Meter Application
2. Construction & Maintenance Related Activities With No Return To Sewer
3. Notice of Discontinuation of Service

APPENDIX

Administering Division: Customer Support Division

Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

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: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	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 C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

1. Soil amendment
2. Fiber mulch
3. PVC or PE pipe up to 16 inch diameter
4. Stabilizing emulsion
5. Lime
6. Preformed elastomeric joint seal
7. Plain and fabric reinforced elastomeric bearing pads
8. Steel reinforced elastomeric bearing pads
9. Waterstops (Special Condition)
10. Epoxy coated bar reinforcement
11. Plain and reinforcing steel
12. Structural steel
13. Structural timber and lumber
14. Treated timber and lumber
15. Lumber and timber
16. Aluminum pipe and aluminum pipe arch
17. Corrugated steel pipe and corrugated steel pipe arch
18. Structural metal plate pipe arches and pipe arches
19. Perforated steel pipe
20. Aluminum underdrain pipe
21. Aluminum or steel entrance tapers, pipe downdrains, reducers, coupling bands and slip joints
22. Metal target plates
23. Paint (traffic striping)
24. Conductors
25. Painting of electrical equipment
26. Electrical components
27. Engineering fabric
28. Portland Cement
29. PCC admixtures
30. Minor concrete, asphalt
31. Asphalt (oil)
32. Liquid asphalt emulsion
33. Epoxy

APPENDIX D

SAMPLE CITY INVOICE

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

APPENDIX E
LOCATION MAP

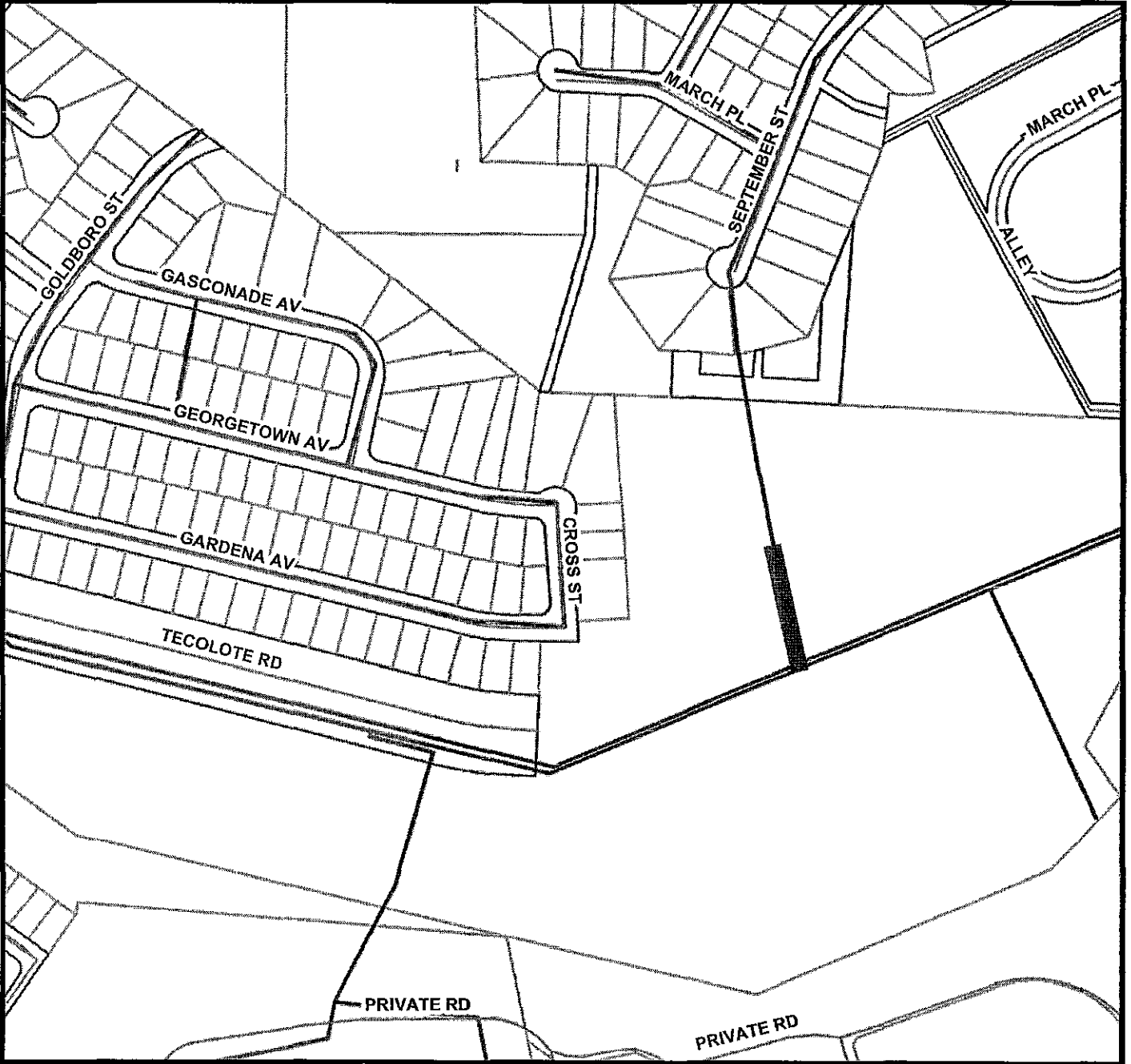
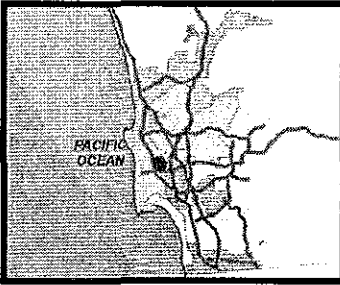
TECOLOTE CANYON 8-INCH CI SEWER MAIN

SENIOR ENGINEER
SHEILA BOSE
619-533-4698



PROJECT MANAGER
TBD

PROJECT ENGINEER
TBD

CONSTRUCTION PROJECT
INFORMATION LINE
619-533-4207



Legend

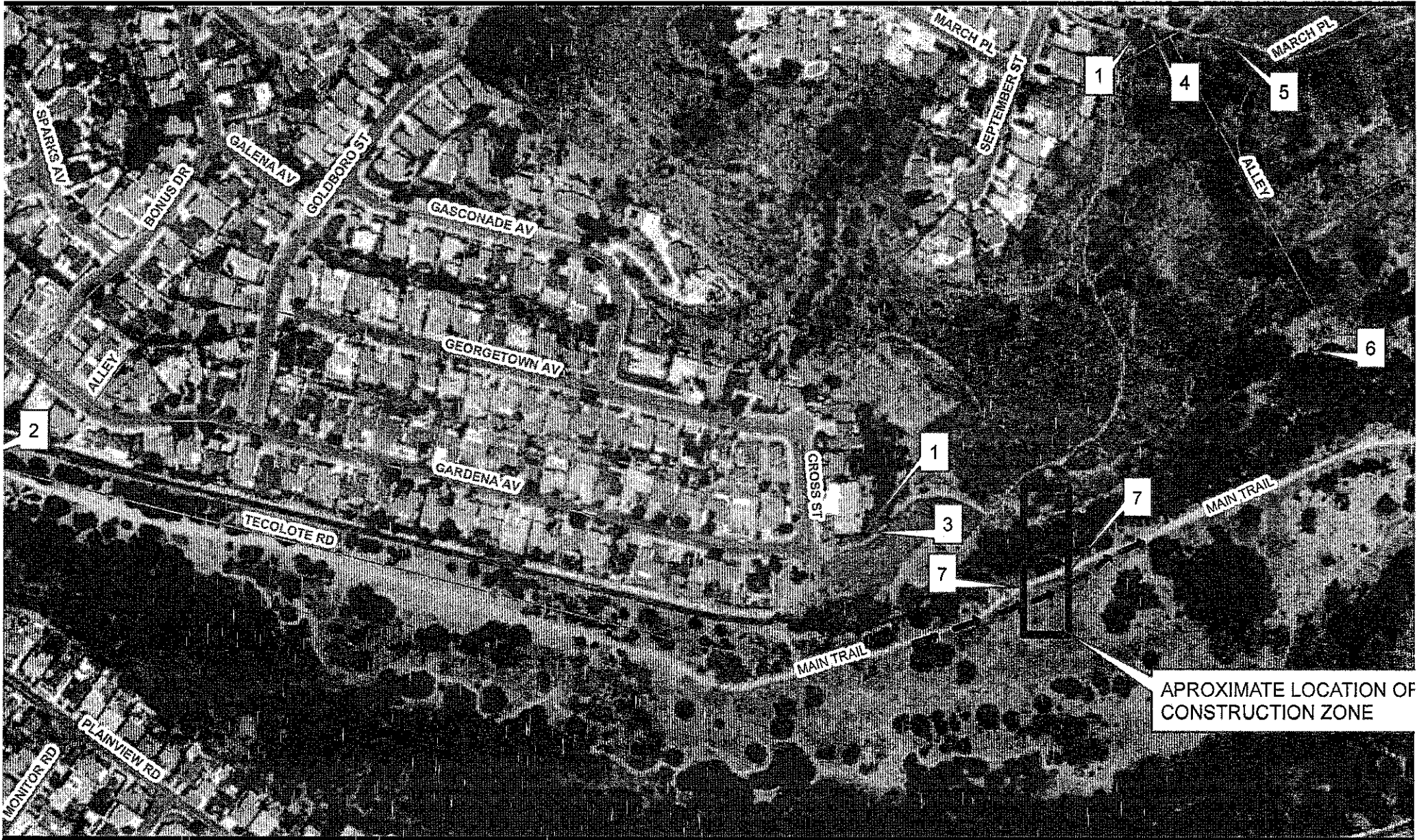
-  Mains
-  Replace 8" CI Pipe from MH 176 to MH 179



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APPENDIX F

TECOLOTE CANYON 8” CI SEWER – TRAIL CLOSURE SIGNAGE



4 TRAIL CLOSURE AHEAD, WEST TRAIL TO GARDENA AVE IS OPEN

7 FLAGGER (MAIN TRAIL SHALL REMAIN OPEN DURING CONSTRUCTION)

POSSIBLE DELAYS, BACK TO MAIN TRAIL

5 CAUTION TRAIL CLOSURE AHEAD

→ → MAIN TRAIL DETOUR (DURING CONSTRUCTION ON MAIN TRAIL)

APPENDIX G
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 Blue Pacific Engineering & Construction (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 TECOLOTE CANYON 8-INCH SEWER MAIN REPLACEMENT (Project), WBS/IO number B-11111, Bid No.K-16-1363-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 TECOLOTE CANYON 8-INCH SEWER MAIN 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 700-2.12 of the Construction Contract, 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 two percent (2%) 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 700-2.12 of the Construction Contract and shall continue for 25 months. A copy of the approval form 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 8:30 a.m. and 3:30 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 \$10,000 (Contract price).
- 4.2 Wage Rates.** Refer to the Construction Contract (pgs. 29-32) 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.

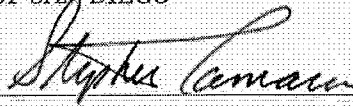
6.13 **Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other 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 Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

Dated this 25th day of April, 2019.

THE CITY OF SAN DIEGO

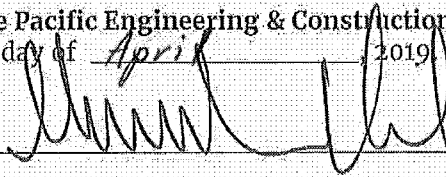
By: _____



Stephen Samara
Principal Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind Blue Pacific Engineering & Construction and that I have read this entire contract, this 25 day of April, 2019.

By: _____



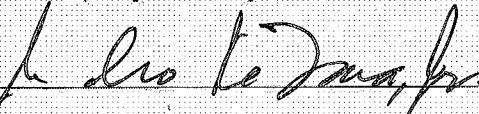
Printed Name: SHAARAM ELIHU

Title: OWNER

I HEREBY APPROVE the form of the foregoing Contract this 8th day of May of 2019.

Mara Elliott, City Attorney

By: _____



Printed Name: Pedro De Lara, 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 those Specifications and Drawings numbered **37939-01-D** through **37939-07-D** (Specifications), 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

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE CITY SUPPLEMENT, SECTION 700-2.12

From: Wakem, Jennifer [<mailto:JWakem@sandiego.gov>]
Sent: Thursday, February 01, 2018 3:30 PM
To: Ruiz, Liborio <LRuiz@sandiego.gov>
Cc: Day, Allen <Allen.Day@arcadis.com>; Jake Marcon <jmarcon@dudek.com>
Subject: RE: 120 day PEP

Hi all,

This serves as official notice that the 120 PEP has been successfully concluded. Please let me know the dates of future meetings to assess the site during the 25-month maintenance period.

Thanks,

Jennifer

700-2.12 Re-vegetation Maintenance and Monitoring Program. When the PEP is completed to the satisfaction of the Engineer, a re-vegetation maintenance and monitoring program [Monitoring Program] shall commence in accordance with the Special Provisions. The Contractor shall perform the Monitoring Program in accordance with the terms of the Re-vegetation Maintenance and Monitoring Contract, included in the Contract Documents. The Engineer will issue a field notification to the Contractor to establish the commencement date of the Monitoring Program. The Contractor's obligation will be satisfied upon the commencement date of the Monitoring Program, and the NOC shall not be invalid by reason of the Contractor's obligations and work performed in accordance with the Re-vegetation Maintenance and Monitoring Contract.

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: 824455, A, B, C8, C10, C27

Name of License Holder: Blue Pacific Engineering & Construction

Expiration Date: September 30, 2019

Pest Control Applicator's Name: N/A - Not Used

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: N/A - Not Used

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: B 2010019612

Expiration Date: June 30, 2019

APPENDIX H
SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA
TEMPLATES

REHAB DATE 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

REHAB DATA COLLECTION – MANHOLES

MH FSN	REHAB DATE	LINING TYPE	LINING MATERIAL VENDOR	LINING SYSTEM	REHAB CONTRACTOR	RIM ELEVATION	INVERT ELEVATION	ACTUAL DEPTH (VF)	COMMENTS	ACCEPTANCE DATE
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	ZEBRON CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007

APPENDIX I
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Field Engineering Division
9485 Aero Drive
San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number - Description of Bid Item - Quantity - Unit Price - Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Table with 7 columns: Description of Services, Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist (Joe Smith), Laboratory Assistant (Jane Doe), and Subtotal.

Work Completed: Bid item Number - Description of Bid Item - Quantity - Unit Price - Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Table with 8 columns: Description of Services, Where work occurred (onsite vs offsite/lab), Name, Start Date, End Date, Total Hours, Hourly Rate, Amount. Rows include Field Archaeologist (Joe Smith), Laboratory Assistant (Jane Doe), and Subtotal.

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of all four California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
3. What resources were discovered during monitoring?
4. What is the landform context and what is the integrity of the resources?
5. What additional studies are necessary?
6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Blue Pacific Engineering & Construction, herein called "Contractor" for construction of **Tecolote Canyon 8-inch Sewer Main Replacement**; Bid No. **K-16-1363-DBB-3**; in the amount of Five Hundred Eighteen Thousand Dollars and Zero Cents (\$518,000.00), which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **Tecolote Canyon 8-inch Sewer Main Replacement**, on file in the office of the Public Works Department as Document No. **B-11111**, 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 **Tecolote Canyon 8-inch Sewer Main Replacement, K-16-1363-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

Jan I. Goldsmith, City Attorney

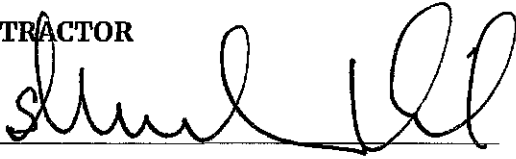
By 
Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

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

Date: 10/21/16

Date: 10/27/16

CONTRACTOR

By 
Print Name: Sharam Elihu

Title: Owner

Date: 6/10/16

City of San Diego License No.: B2010019612

State Contractor's License No.: 824455

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003218

CERTIFICATIONS AND FORMS

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:

(Name of Project or Task)

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

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

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

**THE FOLLOWING FORMS MUST BE SUBMITTED IN
PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders
Guarantee of Good Faith (Bid Security) for further
instructions**

- B. CONTRACTOR’S CERTIFICATION OF PENDING
ACTIONS**

- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION
OF COMPLIANCE**

**Bids will not be accepted until ALL forms are submitted
as part of the bid submittal**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That BLUE PACIFIC ENGINEERING AND CONSTRUCTION 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

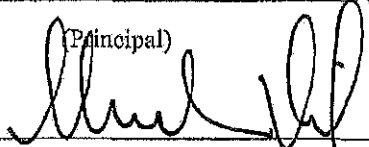
TECOLOTE CANYON 8-INCH SEWER MAIN REPLACEMENT

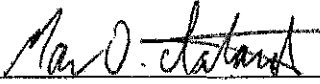
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes 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 28TH day of APRIL, 20 16

BLUE PACIFIC ENGINEERING
AND CONSTRUCTION (SEAL)

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY (SEAL)

(Principal)
By: 
(Signature)

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

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SAN DIEGO)

On 4/28/2016 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 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 ss:
County of Cook

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 28th day of APRIL, 2016.

[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.

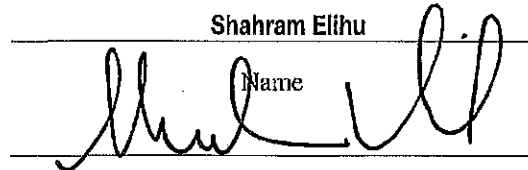
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- 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

Contractor Name: Blue Pacific Engineering & Construction

Certified By

Shahram Elihu

 Name

Title Sole Proprietor

Date 05/04/16

Signature

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



For additional information, contact:
CITY OF SAN DIEGO

EQUAL BENEFITS PROGRAM

202 C Street, MS 9A, San Diego, CA 92101

COMPANY INFORMATION	
Company Name: Blue Pacific Engineering & Construction	Contact Name: Shahram Ellhu
Company Address: 7330 Opportunity Road, Suite J, San Diego, CA 92111	Contact Phone: 858-956-1456
	Contact Email: sellhu@bluepacificeng.com

CONTRACT INFORMATION	
Contract Title: Tecolote Canyon 8in Sewer Main Replacement	Start Date: TBD
Contract Number (if no number, state location): K-16-1363-DBB-3	End Date: TBD

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):

- Provides equal benefits to spouses and domestic partners.
- Provides no benefits to spouses or domestic partners.
- Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.

I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Shahram Ellhu _____ **05/04/16**
Name/Title of Signatory Signature Date

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

(Rev 02/15/2011)

Bid Results for Project Tecolote Canyon 8-Inch Sewer Main Replacement [K-16-1363-DBB-3]

Issued on 03/24/2016

Bid Due on May 4, 2016 2:00 PM (Pacific)

Exported on 05/05/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
332023	Blue Pacific Engineering & Construction	7330 Opportunity Road, Suite J,	San Diego	92111	United States	Shahram Elihu	858-956-1456	619-291-0482	selihu@bluepacifceng.com	CAU,MALE,EL BE,PQUAL,CA DIR,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Shahram Elihu	Sole Proprietor	858-956-1456	richard@bluepacifceng.com

Bid Format	Submitted Date	Delivery Method	Response	Status	Confirmation #	Ranking
Electronic	May 4, 2016 1:53:36 PM (Pacific)			Submitted	79377	0

Attachments		
File Title	File Name	File Type
pending	BP pending.pdf	General Attachments
equal	BP equal.pdf	General Attachments
bid bond	BP bid bond.pdf	Bid Bond

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$15,000.00	\$15,000.00
2	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$1,000.00	\$1,000.00
3	Main Bid	237110	Mobilization	LS	1	\$35,000.00	\$35,000.00
4	Main Bid		Field Orders - Type II	AL	1	\$14,000.00	\$14,000.00
5	Main Bid	238910	Clearing & Grubbing	LS	1	\$60,000.00	\$60,000.00
6	Main Bid	237310	Excavate and Fill (Unclassified)	CY	43	\$200.00	\$8,600.00
7	Main Bid	237110	U Type Headwalks (at Concrete Abutments)	EA	2	\$20,000.00	\$40,000.00
8	Main Bid	238910	Bridge Pier Demolition	LS	1	\$40,000.00	\$40,000.00
9	Main Bid	238910	Demolition of Concrete Encasement	LS	1	\$5,000.00	\$5,000.00
10	Main Bid	238990	Chain Link Fence (6-Ft Tall w/ PVC-Coating, Webbing, Gate, and Signage)	LF	70	\$70.00	\$4,900.00
11	Main Bid	237310	Pre-Engineered Truss Bridge	LS	1	\$120,000.00	\$120,000.00
12	Main Bid	237110	Trench Shoring	LS	1	\$10,000.00	\$10,000.00
13	Main Bid	237110	Additional Bedding	CY	3	\$300.00	\$900.00
14	Main Bid	237110	Imported Backfill	TON	27	\$200.00	\$5,400.00
15	Main Bid	237110	8-Inch Sewer Main	LF	134	\$200.00	\$26,800.00
16	Main Bid	237110	8-Inch Ductile Iron (DI) Sewer Main (across Pre-Engineered Truss Bridge)	LF	111	\$400.00	\$44,400.00
17	Main Bid	237110	8-Inch Ductile Iron Flexible Coupling	EA	4	\$1,000.00	\$4,000.00
18	Main Bid	237110	Manholes (3' x 4')	EA	1	\$6,000.00	\$6,000.00
19	Main Bid	237110	Connection to Existing Manhole and Rechanneling.	EA	1	\$3,000.00	\$3,000.00
20	Main Bid	237110	Rehabilitate Existing Manhole with Cured In-Place Manhole Liner and Locking Covers	VF	10	\$500.00	\$5,000.00
21	Main Bid	237990	Construction Fencing and Access Route	LS	1	\$5,000.00	\$5,000.00
22	Main Bid	561730	Revegetation and Erosion Control	LS	1	\$20,000.00	\$20,000.00
23	Main Bid	541330	Monitoring and Reporting	LS	1	\$5,000.00	\$5,000.00
24	Main Bid	541330	Revegetation Maintenance and Monitoring Program	LS	1	\$10,000.00	\$10,000.00
25	Main Bid	541330	Water Pollution Control Program Development (WPCP)	LS	1	\$1,500.00	\$1,500.00
26	Main Bid	237990	Water Pollution Control Program Implementation (WPCP)	LS	1	\$5,000.00	\$5,000.00
27	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$5,000.00	\$5,000.00

Line Items							
28	Main Bid	238990	Dewatering - Non-Hazardous Contaminated Water	LS	1	\$2,000.00	\$2,000.00
29	Main Bid	541690	Suspension of Work - Resources	DAYS	5	\$100.00	\$500.00
30	Main Bid	541690	Archeological and Native American Monitoring Program	LF	100	\$50.00	\$5,000.00
31	Main Bid	541690	Archeological and Native American Mitigation and Curation - Type I	AL	1	\$10,000.00	\$10,000.00
						Subtotal	\$518,000.00
						Total	\$518,000.00

Subcontractors									
Name	Description	License Num	Amount	Type	Address	Address 2	City	ZipCode	Country
Zebron Contracting, Inc	Manhole Rehab	855170	\$6,000.00		P.O. Box 2874		Newport Beach	92659	United States
Red Tail Monitoring & Research, Inc. Oldcastle	Archeological and Native American Monitoring, Mitigation and Curation	N/A	\$13,700.00	MALE,NAT,SLBE	P.O. Box 507 (mailing)	25 Epie Hill Road (physical)	Santa Ysabel	92070	United States
Precast, Inc.	Manhole Opening Pour and Set, Ring and Seal	891107	\$2,510.00		2735 Cactus Road		San Diego	92154	United States

Prime Self-Performance
95.71%