

City of San Diego

CONTRACTOR'S NAME: Granite Construction, Inc.
ADDRESS: 5860 El Camino Real, Suite 200 Carlsbad, CA 92008
TELEPHONE NO.: (760) 444-5072 **FAX NO.:** (760) 444-1989
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491, Fax No. (619) 533-3633
LDelRosario/Ajaro/egz

CONTRACT DOCUMENTS




FOR ORIGINAL

EMERGENCY CONSTRUCTION SERVICES FOR: SORRENTO & ALVARADO CREEK CONCRETE CHANNEL EMERGENCY REPAIRS

BID NO.: K-16-6728-EMR-3
SAP NO. (WBS/IO/CC): 21003729
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 1,6
PROJECT TYPE: CA

ENGINEER OF WORK

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



For City Engineer

9/20/2016
Date

Seal:

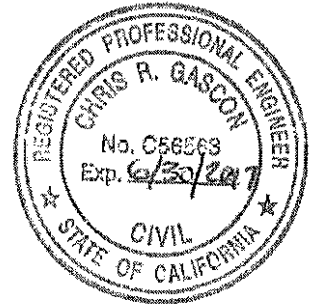


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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of designing and constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of 2,000 square feet of concrete repairs to the Alvarado Creek Concrete Channel and 18,900 square feet of concrete repairs to the Sorrento Creek Concrete Channel. Channel repair will be performed so as to return the channel to its as-built performance and condition. Construction and repairs also consist of sediment and debris removal. The work also consists of the installation of arroyo willow (*Salix lasiolepis*) cuttings within the impact area footprint, with the exception of the width of the main channel itself through the center of the site.
- 1.3. This solicitation is for a firm Bid with Lump Sum and Unit Price items to be paid in accordance with SECTION 9, "MEASUREMENT AND PAYMENT" of the Specifications.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. Prior to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in are outlined in paragraph 7.9 herein.
 - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers must register with Prism®, the City's web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>
 - 2.1.3. 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.

3. EQUAL OPPORTUNITY:

- 3.1. DELETE the entire Chapter 10, Sections D and E of the WHITEBOOK 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, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. 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

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.
4. **CONTRACT TIME:** The Work Period shall be completed within **149 Working Days** from the date of issuance of the Notice to Proceed.
 5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$1,250,000.00**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
 6. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time of award. The City has determined the following licensing classification(s) for this contract: Class A.
 7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **COMPLIANCE WITH PREVAILING WAGE REQUIREMENTS:** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

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

7.2. PENALTIES FOR VIOLATIONS: Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

7.3. PAYROLL RECORDS: Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

7.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

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

7.5. WORKING HOURS: Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty

hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

7.6. REQUIRED PROVISIONS FOR SUBCONTRACTS: Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

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

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

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

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

1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

8. **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		

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. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

11. **PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing. Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Public Works Contracts Branch, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, Telephone No. (619) 533-3450.
12. **SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
13. **PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
14. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.
15. **AWARD OF CONTRACT OR REJECTION OF PROPSALS:**
 - 15.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.
 - 15.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.
16. **THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE within **1 Working Day** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Proposal.

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

in the case the emergency contractor's list is exhausted to any other responsive contractor on a sole-source basis who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 17. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.

- 18. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - 18.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 18.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 18.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 18.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 18.5.** 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.
 - 18.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 18.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Public Works Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
Granite Construction, Inc.**

This Emergency Construction Services Agreement (Agreement) is made and entered into by and between The City of San Diego (City), California a municipal corporation, and **Granite Construction, Inc.** (Contractor), for the purpose of designing (when required) and performing emergency construction services at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City has selected the Contractor through a sole-source process in accordance with Municipal Code § 22.3016 or § 22.3108 to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- D. The Contractor is ready, willing, and able to perform the emergency construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

AGREEMENT

THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", agrees to pay **Granite Construction, Inc.**, herein called "Contractor" for its time and materials used to construct **Sorrento & Alvarado Creek Concrete Channel Emergency Repairs**; in the amount not to exceed **One Million Two Hundred Fifty Thousand Dollars 00/100 (\$1,250,000.00)**.

- A. The following are incorporated into this contract as though fully set forth herein:
1. The attached Faithful Performance and Payment Bonds.
 2. The attached Proposal included in the Bid documents by the Contractor.
 3. Reference Standards listed in the General Instructions and the Supplementary Special Provisions (SSP).
 4. That certain documents entitled **Sorrento & Alvarado Creek Concrete Channel Emergency Repairs**, on file in the office of the Public Works Department as Document No. **21003729**, as well as all matters referenced therein.
- B. 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 **Sorrento & Alvarado Creek Concrete Channel Emergency Repairs**, Bid Number **K-16-6728-EMR-3**, San Diego, California.
- C. 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.
- D. 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.
- E. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- F. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- G. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- H. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.

- I. Upon award, amendment, renewal, or extension of such contracts, the Contractors shall complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of City Municipal Code §22.3004.
- J. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004. A sample provision is as follows:

“Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 (“Contractor Standards”), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”
- K. Pledge of Compliance may be downloaded at:

<https://www.sandiego.gov/sites/default/files/legacy/purchasing/pdf/pledgecompliance.pdf>
- L. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- M. During the final design process (if any), if the Contractor modifies the Project such that a revision of the environmental document is required, the Contractor shall be responsible for all work required for implementing a revision, including preparation of revised documentation and coordination with City staff. Work shall not proceed on the project until the environmental requirements are met to the satisfaction of the City. There shall be no additional time allowed in the contract for processing and approval of revised permit documents.
- N. Prior to NTP or as required by the City, the Contractor shall:
 - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - 2. Obtain the required insurance in accordance with 7-3, "LIABILITY INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By *Eleida Felix Yackel*

Jan I. Goldsmith, City Attorney
By *[Signature]*

Print Name: Eleida Felix Yackel
Senior Contract Specialist
Public Works Department

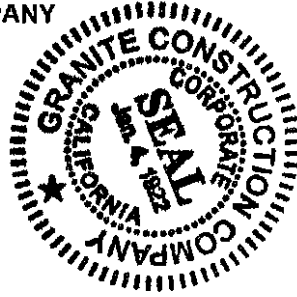
Print Name: DAVIN A. WIDGEROW
Deputy City Attorney

Date: 11/30/16

Date: 12-19-2016

CONTRACTOR GRANITE CONSTRUCTION COMPANY

By *[Signature]*



Print Name: Jigisha Desai

Title: Vice President

Date: October 5, 2016

City of San Diego License No.: _____

State Contractor's License No.: 89

N/A

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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

GRANITE CONSTRUCTION, INC., a corporation, as principal, and _____, 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 _____ for the faithful performance of the annexed contract, and in the sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,250,000.00) for the benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Sorrento & Alvarado Creek Concrete Channel Emergency Repairs**, Bid Number **K-16-6728-EMR-3**, San Diego, California then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

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

Dated _____, 2_____

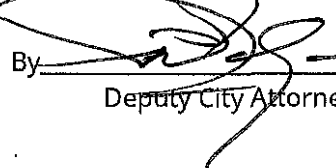
Approved as to Form

Principal

By _____

Printed Name of Person Signing for
Principal

Jan I. Goldsmith, City Attorney


By  _____
Deputy City Attorney

Surety

By _____
Attorney-in-fact

Approved:

Local Address of Surety

By  _____
Eleida Felix Yackel, Senior Contract Specialist
Public Works Department

Local Address (City, State) of Surety

Local Telephone No. of Surety

Premium \$ _____

Bond No. _____

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

EXHIBIT A

DRUG-FREE WORKPLACE

PROJECT TITLE: Sorrento & Alvarado Creek Concrete Channel Emergency Repairs

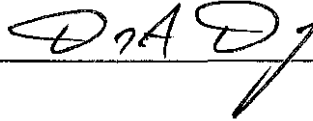
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

Granite Construction Company

(Name under which business is conducted)

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

Signed



Printed Name David A. Donnelly

Title VP San Diego Region

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

EXHIBIT B

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

PROJECT TITLE: Sorrento & Alvarado Creek Concrete Channel Emergency Repairs

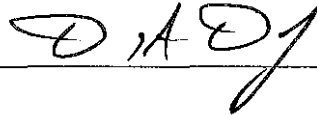
I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "California Building Code,, California Code of Regulations Title 24 and American With Disabilities Act", of the project specifications, and that;

Granite Construction Company

(Name under which business is conducted)

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

Signed _____



Printed Name _____

David A. Donnelly

Title _____

VP San Diego Region

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Sorrento & Alvarado Creek Concrete Channel Emergency Repairs

I declare under penalty of perjury that I am authorized to make this certification on behalf of Granite Construction Company, as Contractor, that 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 – Pledge of Compliance", 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.

Dated this 21 Day of October, 2016.

Signed 

Printed Name David A. Donnelly

Title VP San Diego Region

EXHIBIT D

AFFIDAVIT OF DISPOSAL

EXHIBIT D

AFFIDAVIT OF DISPOSAL

WHEREAS, on the 21 DAY OF October, 2016, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Sorrento & Alvarado Creek Concrete Channel Emergency Repairs
(Name of Project)

as particularly described in said contract and identified as Bid No. **K-16-6728-EMR-3**; SAP No. (WBS/IO/CC) **21003729**; 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 21 DAY OF October, 2016

Granite Construction Compnay Contractor
by

ATTEST:

State of California
County of San Diego

On this 21 DAY OF October, 2016, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared David A. Donnelly known to me to be the VP San Diego Region 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

EXHIBIT E

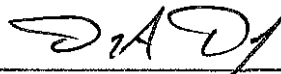
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED
WITH BID UNDER 23 UNITED STATES CODE 112 AND PUBLIC CONTRACT
CODE 7106**

EXHIBIT E

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)
) ss.
County of San Diego)

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

Signed: 
Title: David A. Donnelly VP San Diego Region

Subscribed and sworn to before me this _____ day of _____, 20____

See Attached Acknowledgement
Notary Public

(SEAL)

ACKNOWLEDGMENT

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


State of California
County of San Diego)

On October 21, 2016 before me, Barbara Jacob
(Insert name and title of the officer)

personally appeared David A. Donnelly, VP San Diego Region,
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  (Seal)

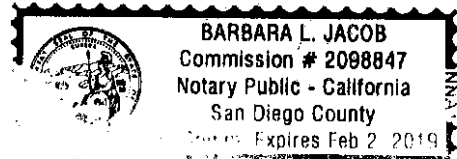


EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

EXHIBIT F

CONTRACTORS CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: Granite Construction Company

Certified By David A. Donnelly Title VP San Diego Region

Name



Signature

Date 10/21/2016

USE ADDITIONAL FORMS AS NECESSARY

**ALLEGED DISCRIMINATION CASES FILED AGAINST GRANITE CONSTRUCTION COMPANY
WITH THE EEOC AND/ OR STATE AGENCY IN THE LAST 10 YEARS
(As of January 2016)**

CASE NAME	LOCATION	DESCRIPTION	DATE CLOSED/ RESOLUTION
Ambriz v. GCC	California	Discrimination based on disability. Alleges he was denied employment, denied reasonable accommodation and wrongful termination.	Pending
Anderson v. GCC	Washington	Wage Complaint filed alleging non-payment of overtime.	1/15 - Settled
Baker v. GCC	Arizona	Sexual Discrimination; Retaliation	12/07 - Closed
Bathk v. GCC dba Yaquina River	Oregon	Discrimination	2/10 - Closed
Beltran v. GCC	California	Racial Discrimination; Hostile Work Environment	9/12 - Case closed
Bhageloe v. GCC	Florida	Discrimination; Retaliation	4/10 - Settled
Burns v. GCC	Washington	Racial Discrimination; Wrongful Termination	6/11 - Dismissed with Prejudice by Arbitrator
Cadet v. GCC	Florida	Discrimination	12/07 - Dismissed
Cain v. GCC	Texas	Sexual Harassment; Retaliation	9/09 - Closed
Callin v. GCC; KCC	Washington	Gender and Age discrimination, retaliation and wrongful termination	Pending
Carrasco v. GCC	Utah	Wrongful Termination; Racial Discrimination	5/07 - Dismissed
Carthen v. TGM Constructors; GCC	Florida	Race Discrimination	11/07 - Settled
Castelan v. GCC	California	Wrongful Termination	9/07 - Closed
Chacon v. GCC	California	Discrimination	1/08 - Closed
Coen v. GCC	Alaska	Gender Discrimination; Sexual Harassment; Retaliation	3/12 - Closed
Compton v. GCC	Nevada	Racial Discrimination	5/15 - Closed
Craig v. GCC	Alaska	Racial Discrimination; Harassment	11/11 - Closed
De La Cerda v. GCC	Nevada	Discrimination	3/12 - Dismissed
Despain v. GCC	Utah	Discrimination	11/08 - Settled
Evans v. GCC	Nevada	Wrongful Termination; Gender Discrimination	2/11 - Closed
Garellick v. GCI	California	Failure to pay prevailing wages; retaliation & wrongful termination	6/15 - Settled
Goss v. GCC	Nevada	Discrimination	1/10 - Closed
Green v. GCC	California	Sexual Discrimination; Retaliation	3/07 - Dismissed
Guerra v. Houston Rapid Transit (JV)	Texas	Age and Gender Discrimination	9/13 - Closed
Guerrero v. GCC	Mississippi	Discrimination	2/11 - Dismissed
Harris v. GCI; GCC	Texas	Wrongful Termination; Harassment	3/10 - Settled
Hayden v. GCC	Pennsylvania	Wrongful Termination; ADA Discrimination	4/10 - Settled
Hood v. GCC	California	Wrongful Termination	9/08 - Settled
Houk v. GCC	California	Wrongful Termination	3/09 - Settled
Johnson v. GCC	California	Alleging non-payment of wages for purported driving time.	12/15 - Settled
Keller v. GCC	California	Sexual Harassment; Retaliation	9/08 - Settled
Kemp v. GCC	California	Wrongful Termination	6/07 - Settled
Knight v. GCC	California	Wrongful Termination; Retaliation	9/09 - Closed
Kotaska, Gaither, Landrito, Waddy, et al v. GCC	California	Wage and Hour Lawsuit; allege misclassification as exempt from overtime.	6/10 - Settled

CASE NAME	LOCATION	DESCRIPTION	DATE CLOSED/ RESOLUTION
Lawes v. Skanska USA Civil, Inc.; inclg GCC	New York	Sexual Harassment; Hostile Work Environment	6/11 – Closed
Leeper v. GCC	Nevada	Alleging discrimination based on disability – medical marijuana cardholder.	Pending
Lopez v. GCC	Utah	Age, National Origin, Disability Discrimination; Harassment, Wrongful Termination	7/14 - Closed
Martinez v. GCC	California	Race Discrimination	10/07 – Closed
McKendrick v. GCC	Utah	Religious discrimination, retaliation and wrongful termination	7/15 - Closed
Morales v. GCC	California	Discrimination	1/10 – Settled
Nelson v. GCC	Missouri	Payment issue upon Retirement	6/12 - Settled
O'Neil v. Houston Rapid Transit (JV)	Texas	Racial Discrimination	4/12 - Settled
Palmer v. GCC	Arizona	Racial Discrimination; Hostile Work Environment, Wrongful Termination	4/13 - Settled
Pierce v. Houston Rapid Transit (JV)	Texas	Racial Discrimination, Wrongful Termination & Retaliation	2/12 - Closed
Preciado v. GCC	California	Sexual Harassment	11/09 – Settled
Richardson v. GCC	Utah	Discrimination, Sexual Harassment, Retaliation	8/08 – Settled
Richmond v. GCC	Maryland	Wrongful Termination; Discrimination due to Disability	1/11 – Dismissed
Roy v. Houston Rapid Transit (JV)	Texas	Racial Discrimination	6/12 - Closed
Sahlberg v. GCC	California	Discrimination, Sexual Harassment, Retaliation	4/06 – Dismissed
Segura v. GCC	Utah	Discrimination, Age	8/08 – Settled
Shubin v. GCC	SoCal	Discrimination, Retaliation & Wrongful Termination	2/14 – DFEH Closed case due to insufficient evidence. Issued Plaintiff the Right To Sue Notice; 1 yr to file suit
Smith, Stephen T. v. GCC	Washington	Racial Discrimination; Wrongful Termination	12/10 – Closed
Sovereign v. Copper Hills Constructors; GCC	Utah	Discrimination, Sexual Harassment, Retaliation	5/12 - Dismissed
Steinbrugger v. GCC	California	Age Discrimination; Harassment	12/10 - Closed
Villarueva v. GCC	Texas	Wrongful Termination	7/06 - Closed
Voss v. Tri-County Rail Constructors (JV); Herzog; WGJ; GCC	Florida	Discrimination, Sexual Harassment, Retaliation	1/06 - Settled
Williams v. GCC; Cooper; Whitman	Nevada	Racial Discrimination; Wrongful Termination	1/10 - Settled
Wyant v. GCC	Mississippi	Wrongful Termination.	3/08 - Settled

EXHIBIT G

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

EXHIBIT G

**EQUAL BENEFITS ORDINANCE
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION		
Company Name: Granite Construction Company	Mike Boer	Contact Name:
Company Address: 5860 El Camino Real STE 200	760-444-1193	Contact Phone:
	mike.boer@gcinc.com	Contact Email:

CONTRACT INFORMATION	
Contract Title: SORRENTO & ALVARADO CREEK CONCRETE CHANNEL EMERGENCY REPAIRS	Start Date:
Contract Number (if no number, state location): K-16-6728-EMR-3	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

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

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

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

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

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

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

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

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

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

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

David A. Donnelly, VP San Diego Region _____ 10/21/16
 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

EXHIBIT H

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: Marina Landscape, Inc Address: 3707 W.Gardena Grove Blvd City: Orange State: CA Zip: 92868 Phone: 714-939-6600 Email: jgutierrez@marinaco.com	constructor	49862	landscape	5,500	none	n/a	
Name: Pacific Steel Group Address: 4805 Murphy Canyon Raod City: San Diego State: CA Zip: 92123 Phone: 858-251-1122 Email: d.coker@pacificsteelgroup.com	constructor	997880	rebar	25,607	none	n/a	

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

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

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages is to list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, is to have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	State of California's Department of General Services	CADoGS
City of Los Angeles	LA	State of California	CA
U.S. Small Business Administration	SBA		

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

EXHIBIT I

SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS.

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

The Normal Working Hours are 7:30 AM to 5:00 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.

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

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

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

The Product Submittal Form is available for download at:

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

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

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.

SECTION 4 - CONTROL OF MATERIALS

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

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

4-1.10 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 Appendix M. 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 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

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

7-3.1 **Policies and Procedures.**

1. You 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 shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 **Types of Insurance.**

7-3.2.1 **Commercial General Liability Insurance.**

1. Commercial General Liability Insurance must be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors,

products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the

insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

- a) 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.
- b) 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.
- c) 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.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply

only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

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

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

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

7-4 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 53700 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 51861 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.

7-8.6 Water Pollution Control. ADD the following:

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

ADD:

7-8.6.6 Channel Stream Flow Bypass.

1. The contractor shall bypass channel stream flow during construction operations in the channel. The bypass must be removed each day at the end of construction operations. The contractor shall provide the plan for the bypass to the Engineer prior to the commencement of in-stream construction activities.

7-8.8 Payment. To the City Supplement, ADD the following:

1. Installation of channel by pass equipment shall be paid on a lump sum basis for the duration of the project.

ADD:

7-9.4 Channel Access and Access Restoration. At the direction of the Engineer, the contractor shall prepare an access for equipment and material into the channel. The channel shall be constructed so as to minimize the area of disturbance adjacent to, and within the channel. At the completion of construction operation, at the direction of the Engineer, the contractor shall restore the grades and perform grading to restore the access into the channel impacted by construction activities.

7-9.4.1 Payment. Channel Access and Access Restoration areas shall be provided by the Engineer. The Channel Access and Access Restoration shall be paid on a lump sum basis.

ADD:

7-10.4.1.8 Site Security and Fencing. The contractor shall be responsible for site security to include signage, barricades to restrict access to the site and work areas. You shall install minimum 6' high secured temporary chain link fencing around all project staging and or access areas for the duration of the project at the direction of the Engineer. These enclosures shall be secured during non-working hours so as to restrict errant access to the site. Construction fencing shall be installed at minimum of 3 feet (0.9 m) high and shall be staked at no less than 10 feet (3m) on center with metal fence stakes. The material shall be fastened with a minimum of two nylon ties at each stake across or around active work areas during work hours for the duration of the project so as to restrict errant access to the work.

Payment for site security, construction and chaining fencing shall be included in the various bid items.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3 (A), REVISE the plate thickness for 5'-3" trench width to read 1¾".

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.

7-16.1.2 Submittals.

- 1. You shall submit to the Resident Engineer, for review and approval, all drafts of letters, notices, postcards, door hangers, signs, mailing lists, proposed addresses for hand-delivery, and any other notices and letters that are to be mailed and or distributed to the public.
 - a) Prior to distributing or mailing, you shall submit final drafts of letters, notices, postcards, door hangers, signs, and any other notices and letters to the Resident Engineer for final review and approval. Submit a PDF copy of the approved door hangers to the Engineer.
 - b) After distributing or mailing, you shall submit verification of delivery and any copies of returned notices to the Resident Engineer. Submit a PDF copy of the approved letters and notices to the Engineer.
- 2. You shall use the City's 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, 1¼ 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.

7-16.4 Payment.

1. The payment for the community outreach services shall be included in the Contract Price.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

- 9-3.1.1** The payment for filling in gaps of eroded slope behind the channel walls with 2-sack slurry concrete shall be paid per the Contract Unit Price and shall be included in the bid item "Install 2-Sack Slurry Behind Wall".

9-3.2.5 Withholding of Payment. To the City Supplement, item 1, subsection 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

ADD:

200-2.11 Rock Placement. Rock placement for channel subgrade shall be set in place to match existing conditions, or as directed by the Engineer.

SECTION 212 - LANDSCAPE AND IRRIGATION MATERIALS

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

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

SECTION 300 – EARTHWORK

300-1.2 Preservation of Property. ADD the following:

1. Channel Access and Access Restoration. At the direction of the Engineer, the contractor shall prepare an access for equipment and material into the channel. The channel shall be constructed so as to minimize the area of disturbance adjacent to, and within the channel. At the completion of construction operation, at the direction of the Engineer, the contractor shall restore the grades and perform grading to restore the access into the channel impacted by construction activities.

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

1. The payment for the removal of the damaged channel reinforced concrete panels shall be paid per the Contract Unit Price per cubic yard and shall be included in the bid item "Concrete Removals (6" Thick Reinforced)".
2. The payment for the removal of the damaged concrete cut off wall shall be paid per the Contract Unit Price per cubic yard and shall be included in the bid item "Removal Existing Cut Off Wall".

300-2.5 **Slopes.** To Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The tops of excavation slopes and the ends of excavations shall be rounded.

ADD:

300-12 **PAYMENT.**

1. The payment for grading a dirt area with no landscape shall be paid per the Contract Unit Price per square foot and shall be included in the bid item for Grade Landscape Area.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

ADD:

303-9 **GENERAL.** Construction of the concrete channel and cut off wall shall match in kind the thickness, rebar size, and placement of the existing concrete channel or as directed by the Engineer.

303-9.1 **Payment.** Payment for concrete will be made at the Contract Unit Price per cubic yard.

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

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

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

SECTION 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 shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

700-2.15 **Payment:** To the City Supplement, delete this in its entirety and substitute with the following:

1. Payment for revegetation shall consist of the installation of arroyo willow (*Salix lasiolepis*) cuttings within the impact area footprint, with the exception of the width of the main channel itself through the center of the site and shall be paid on a lump sum basis under the bid item "Revegetation".

SECTION 702 – CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

ADD:

702-8 STORAGE AND HANDLING. To the City Supplement, ADD the following:

10. Hauling and Disposal of Sediment and Debris. Materials containing sediment mixed with vegetation and other organics excavated from the channel which has been deemed to be unsatisfactory for backfill onsite by the Engineer shall be loaded and hauled and disposed of at a California Class III Sanitary Landfill.
11. Hauling and Disposal of Clean Sediment. Excess clean sediment from the channel absent of organics which have been determined to be not required on site for backfill by the Engineer shall be loaded and hauled to a suitable location for backfill or other reuse. You shall provide documentation to the Engineer of the proposed location the material will be taken for approval.
12. Hauling and Disposal of Trash and Other Miscellaneous Debris. Trash, debris, and other refuse gathered from the channel and adjacent areas during the course of the project shall be hauled and disposed of in a California Class III Sanitary Landfill. These materials can be stored on site in a covered and secured 40-cubic yard capacity metal refuse disposal bin within a secured fenced area until they are at capacity.

702-9 PAYMENT. To the City Supplement, ADD the following:

3. The payment of Hauling and Disposal of Sediment and Debris shall be on a per load basis.
4. The payment of Hauling and Disposal of Clean Sediment shall be on a per load basis.
5. Hauling and Disposal of Trash and Other Miscellaneous Debris on a per load basis.
6. The contractor may be compensated on a per incident change for fees charged by disposal site operators to open disposal facilities and begin operations for the disposal of soils excavated from the project site. These fees must be as a result on request by the Engineer for work on Saturdays and Sundays as is necessary to meet the stipulations of the regulatory or resource agency permits. These fees will be paid at actual cost per day.

SECTION 705 – WATER DISCHARGES

- 705-2.6.1** **General.** 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 Planning Department has prepared "Environmental Documents" for **Sorrento Creek Concrete Channel and Alvarado Creek Concrete Channel Emergency Repairs**. For Sorrento Creek Channel, a **Notice of Exemption** for Soledad Creek Channel Emergency Maintenance (Maps 11 & 12; Sorrento Valley Reaches 2 & 3), **Department of the Army Nationwide Permit Verification (NWP) 33, Clean Water Act Section 401 Water Quality Certification No. R9-2013-0116 for the Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance Project, Coastal Development Permit No. A-6-NOC-11-086 SCR Review and Department of the Army Regional General Permit No. 63** and for Alvarado Creek Channel, a **Notice of Exemption** for Alvarado Creek Concrete Repair, an **Alvarado Creek Maintenance – Substantial Conformance Review, Clean Water Act Section 401 Water Quality Certification No. R9-2015-0102 for the Routine Maintenance of Alvarado Creek Storm Water Channels (Maps 59, 60, & 64), a Department of the Army Nationwide Permit Verification Section 404, a Lake or Streambed Alteration Program Notification of Emergency Work**, as referenced in the Contract Exhibit. You must comply with all requirements of the above documents as set forth in the Contract **Exhibit K**.

Compliance with the City's environmental document shall be included in the Contract Price, unless bid items has been provided.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

EXHIBIT J

PROPOSAL

EXHIBIT J

PROPOSAL

To the City of San Diego:

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

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

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____

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

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

Full Name and Character of partner

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

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

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

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

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

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the terms set forth herein, the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____

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

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature _____ Title _____

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

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

(NOTARIAL SEAL)

PROPOSAL

BASE PROPOSAL

The Bidder agrees to the construction of **Sorrento & Alvarado Creek Concrete Channel Emergency Repairs** for the City of San Diego, in accordance with these contract documents for the prices listed below.

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
1.	1	LS	561730	9-3.4.1	Mobilization/Demobilization	\$35,000.00	\$35,000.00
2.	1	LS	238990	7-9.1.1	Pre-Inspection Video of Adjacent Properties	\$2,000.00	\$2,000.00
3.	1	LS	237990	7-8.8	Channel Stream Flow Bypass	\$80,000.00	\$80,000.00
4.	1	LS	237310	7-10.2.6	Traffic Control	\$45,000.00	\$45,000.00
5.	1	LS	237990	7-9.4.1	Construct/Remove Access Ramp	\$40,000.00	\$40,000.00
6.	1	LS	237990	7-10.5.3	Install Steel Plates for Existing Panel Protection	\$29,000.00	\$29,000.00
7.	600	CY	237990	300-1.4	Concrete Removals (6" Thick Reinforced)	\$127.00	\$76,200.00
8.	1,600	CY	237990	300-2.9	Unclassified Excavation	\$126.00	\$193,060.00
9.	650	CY	237990	301-2.4	Install 3" Rock Under PCC Panels (8" Thick) Incl. Mirafi	\$243.00	\$157,950.00
10.	500	CY	237990	301-2.4	Install Class II Aggregate Base Under PCC Panels (4" Thick)	\$109.00	\$54,500.00
11.	500	CY	237990	303-9.1	Concrete and Masonry Construction	\$595.00	\$297,500.00
12.	50	CY	237990	300-1.4	Removal Existing Cut Off Wall	\$210.00	\$10,500.00
13.	50	CY	237990	303-9.1	Install Cut Off Wall	\$990.00	\$49,500.00

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension
14.	40	CY	237990	9-3.1.1	Install 2-Sack Slurry Behind Wall	\$300.00	\$12,000.00
15.	5,000	SF	238910	300-12	Grade Landscape Area	\$0.55	\$2,750.00
16.	30	LF	237990	303-9.1	Install Concrete U Channel Drains from Parking Lot	\$130.00	\$3,900.00
17.	60	Load	238910	702-9	Storage and Handling	\$1,575.00	\$94,500.00
18.	1	LS	561730	700-2.15	Re-vegetation	\$8,540.00	\$8,540.00
19.	1	LS	237990		Alvarado Creek (Previously Invoiced)	\$58,100.00	\$58,100.00
TOTAL BASE PROPOSAL:							\$1,250,000.00

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

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

Bidder: _____

Title: _____

Business Address: _____

Place of Business: _____

Place of Residence: _____

Signature: _____

- A. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- B. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- C. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.

EXHIBIT K

**ALVARADO CREEK CHANNEL AND SORRENTO CREEK CHANNEL
ENVIRONMENTAL DOCUMENTS**

ALVARADO CREEK CHANNEL DOCUMENTS:

Notice of Exemption for Alvarado Creek Concrete Repair

Alvarado Creek Maintenance – Substantial Conformance Review

Clean Water Act Section 401 Water Quality Certification No. R9-2015-0102 for the Routine Maintenance of Alvarado Creek Storm Water Channels (Maps 59, 60, & 64)

Department of the Army Nationwide Permit Verification Section 404

Department of Fish and Wildlife Lake or Streambed Alteration Program Notification of Emergency Work

NOTICE OF EXEMPTION

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

FROM: CITY OF SAN DIEGO
PLANNING DEPARTMENT
1010 2ND AVENUE, SUITE 1200
EAST TOWER, MS 413
SAN DIEGO, CA 92101

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

PROJECT TITLE: Alvarado Creek Concrete Repair

PROJECT LOCATION-SPECIFIC: Lower Alvarado Creek Channel, a concrete-lined channel, on the east and west side of Mission Gorge Road, just north of Interstate 8.

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

DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: MAYOR APPROVAL for Emergency Contractor Services. During the course of routing maintenance and removal of sediment and vegetation within the upper and lower Alvarado Creek Channel in January 2016, significant damage to the concrete lined portion of lower Alvarado Creek was discovered. This damage, which was caused by heavy rainfall during the 2015-2016 winter season required immediate repairs on January 29-30, 2016. Concrete repair work was conducted within a 2300 square-foot section of unvegetated concrete flood control channel in lower Alvarado Creek and involved the use of sandbags, check dams, and a pump to divert water around the work area. A concrete truck and pump were used to fill the voids and pour concrete. Crews used a bobcat and hand tools to smooth and finish the repairs. Plastic sheets, gravel bags, and plastic containers were used to contain materials. No wetlands were impacted during the concrete repairs. Although the concrete damage was found during the routine activities, it was not known at the time the original project was evaluated in August 2015, and therefore this is considered a separate project in accordance with CEQA.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego Mayor-Appointed Designee

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: City of San Diego, Transportation & Storm Water Division, Operations and Maintenance. 2781 Caminito Chollas, CA 92108, Contact: Gene Matter - Assistant Deputy Director, 619.527.7506

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (SEC. 21080(b)(1); 15268);
- DECLARED EMERGENCY (SEC. 21080(b)(3); 15269(a));
- EMERGENCY PROJECT (SEC. 21080(b)(4); 15269 (b)(c))
- CATEGORICAL EXEMPTION: 15301 (Existing Facilities)
- STATUTORY EXEMPTIONS:

REASONS WHY PROJECT IS EXEMPT: The City of San Diego has concluded that the action stated above will not result a significant effect on the environment in accordance with CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources were affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner TELEPHONE: (619) 446-5372

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

It is hereby certified that the City of San Diego has determined the above activity to be exempt from CEQA.



SENIOR PLANNER

SEPTEMBER 20, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

SIGNED BY LEAD AGENCY

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR

OPR:

SIGNED BY APPLICANT



THE CITY OF SAN DIEGO

September 16, 2015

Jamie Kennedy
Storm Water Department
2788 Caminito Chollas, MS 44
San Diego, CA 92105

Dear Ms. Kennedy:

Subject: **ALVARADO CREEK MAINTENANCE** - Substantial Conformance Review (SCR) Project No. 228729, (I.O No. 21002863), within the Navajo and College Community Planning areas.

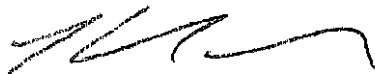
On August 26, 2015, the Development Services Department completed and **Approved** an application for a Process 2 Substantial Conformance Review (SCR) for the proposed maintenance within the upper and lower Alvarado Creek Channel (Storm Water Facility Map Reference No. 59, 60 and 64) and subsequent permitting for previous emergency maintenance within these channels. The project will remove sediment and vegetation at Alvarado Creek along a segment south of Alvarado Road between Reservoir Drive and College Avenue and a segment north of Interstate 8 on the west and east side of Mission Gorge Road and south of Mission Gorge Place as described in your revised July 28, 2015, application to the Development Services Department.

The SCR was determined to substantially conform to the City's Master Storm Water System Maintenance Program (MSWSMP), amended Site Development Permit (SDP) No. 1134892, and Program Environmental Impact report (PEIR) Project No. 4289/SCH No. 2004101032 and MMRP, as well as any other applicable regulations, development standards and guidelines of the Municipal Code in effect for this site. All applicable and relevant conditions and findings of approval as specified in the approved MSWSMP, SDP and PEIR, shall remain in full effect for this site, unless otherwise specified by the Development Services Department.

Page 2
Jamie Kennedy
September 16, 2015

If you have any questions, I may be reached by telephone at (619) 446-5223 or via e-mail at **HMDeisher@sandiego.gov**.

Sincerely,



Helene Deisher
Development Project Manager

Enclosure:

1. Notice of Decision (August 26, 2015)

cc: File & Digital File

Christine Rothman, DPM III- Transportation & Storm Water Department

Reviewing Staff (letter only)



THE CITY OF SAN DIEGO

Date of Notice: August 26, 2015

NOTICE OF DECISION

DEVELOPMENT SERVICES DEPARTMENT
Internal Order No. 21002863.

APPROVAL TYPE(S):	SUBSTANCIAL CONFORMANCE REVIEW PROCESS TWO
PROJECT NAME:	<u>ALVARADO CREEK MAINTENANCE</u>
PROJECT NUMBER:	228729
APPLICANT:	JAMIE KENNEDY
COMMUNITY PLAN AREA:	NAVAJO & COLLEGE
COUNCIL DISTRICT:	7&9
CITY PROJECT MANAGER:	Helene Deisher, Development Project Manager
MAILING ADDRESS:	1222 First Avenue, MS 302 San Diego, CA 92101-4153
PHONE NUMBER/E-MAIL:	(619) 446-5223 E-mail 619-446-5223

On August 26, 2015, Development Services Staff **APPROVED** an application SCR under the Master Storm Water Systems Maintenance Program (MMP) (amended Site Development Permit No. 1134892 and Program Environmental Impact Report (PEIR) No. 42891/SCH No. 2004101032) for impacts to Environmentally Sensitive Lands.

The project includes: maintenance within the upper and lower Alvarado Creek Channel (Storm Water Facility Map Reference No. 59, 60 and 64) and subsequent permitting for previous emergency maintenance within these channels. The project will remove sediment and vegetation at Alvarado Creek along a segment south of Alvarado Road between Reservoir Drive and College Avenue and a segment north of Interstate 8 on the west and east side of Mission Gorge Road and south of Mission Gorge Place.

If you have any questions about this project, the decision, or wish to receive a copy of the resolution approving or denying the project, contact the City Project Manager above.

This project is within the scope of Program Environmental Impact Report No. 4289/SCH No. 2004101032, developed for the MMP. This Program Environmental Impact Report adequately describes the activity for the purposes of CEQA.

The decision of the Development Services Department Staff can be appealed to the **City Council**. An appeal must be made within *twelve (12)* business days after the decision date. See Information Bulletin 505 "Appeal Procedure", available at www.sandiego.gov/development-services or in person at the Development Services Department, located at 1222 First Avenue, 3rd Floor, San Diego, CA 92101. Please do not e-mail your appeal as it will not be accepted.

This information will be made available in alternative formats for persons with disabilities upon request.

cc: Matt Adams, Chair of Navajo Planners Inc. navajoplanners@cox.net
Jose Reynoso, Chair College Area Community Planning Board info@collegearea.org
Staff: Marlon Pangilinan & Seth Litchney



Date of Revised Notice: September 20, 2016

REVISED
NOTICE OF RIGHT TO APPEAL
ENVIRONMENTAL DETERMINATION
PLANNING DEPARTMENT

IO No. 21003732

PROJECT NAME/NUMBER: Alvarado Creek Concrete Repair
COMMUNITY PLAN AREA: Navajo Community Planning Area
COUNCIL DISTRICT: 7

LOCATION: Lower Alvarado Creek Channel, a concrete-lined channel, on the east and west side of Mission Gorge Road, just north of Interstate 8.

PROJECT DESCRIPTION: During the course of routine maintenance and removal of sediment and vegetation within the upper and lower Alvarado Creek Channel in January 2016, significant damage to the concrete lined portion of lower Alvarado Creek was discovered. This damage, which was caused by heavy rainfall during the 2015-2016 winter season required immediate repairs on January 29-30, 2016. Concrete repair work was conducted within a 2300 square-foot section of unvegetated concrete flood control channel in lower Alvarado Creek and involved the use of sandbags, check dams, and a pump to divert water around the work area. A concrete truck and pump were used to fill the voids and pour concrete. Crews used a bobcat and hand tools to smooth and finish the repairs. Plastic sheets, gravel bags, and plastic containers were used to contain materials. No wetlands were impacted during the concrete repairs. Although the concrete damage was found during the routine activities, it was not known at the time the original project was evaluated in August 2015, and therefore this activity is considered a separate project in accordance with CEQA.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego – Mayor Appointed Designee

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This activity has been determined to be exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which allows for the operation, repair, maintenance, permitting, leasing, licensing or minor alterations of existing public or private structures or facilities involving negligible or no expansion of use; and where the exceptions listed in CEQA Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effect on the environment were identified; the project is not adjacent to a scenic highway; no historical resources were affected by the action, and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY PROJECT MANAGER: Gene Matter, Assistant Deputy Director
Transportation & Stormwater Department
MAILING ADDRESS: 2781 Caminito Chollas, MS 44
San Diego, CA 92105
PHONE NUMBER: (619) 527-7506

On September 20, 2016, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this project, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**September 30, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

<p>POSTED IN THE OFFICE OF DSD</p> <p>POSTED: <u>09/20/16</u></p> <p>REMOVED: <u>10/04/2016</u></p> <p>POSTED: <u>M. Hermann</u></p>
--

San Diego Regional Water Quality Control Board

September 22, 2015

Certified Mail – Return Receipt Requested
Article Number: 7010 1060 0000 4953 0525

Mr. Gene Matter
City of San Diego
Transportation and Storm Water Dept.
Storm Water Division
2781 Caminito Chollas MS 44
San Diego, CA 92108

In reply/refer to:
R9-2015-0102:815856:lhonma

**Subject: Clean Water Act Section 401 Water Quality Certification No. R9-2015-0102
for the Routine Maintenance of Alvarado Creek Storm Water Channels
(Maps 59, 60, & 64)**

Mr. Matter:

Enclosed find Clean Water Act Section 401 Water Quality Certification No. R9-2015-0102 (Certification) issued by the California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) in response to the application submitted by the City of San Diego Transportation and Storm Water Department, Storm Water Division for the Routine Maintenance of Alvarado Creek Storm Water Channels Project (Project). A description of the Project and Project location can be found in the Certification and site maps which are included as attachments to the Certification.


The City of San Diego is enrolled under State Water Resources Control Board Order No. 2003-017-DWQ as a condition of the Certification and is required to implement and comply with all terms and conditions of the Certification in order to ensure that water quality standards are met for the protection of wetlands and other aquatic resources. Failure to comply with this Certification may subject the City of San Diego to enforcement actions by the San Diego Water Board including administrative enforcement orders requiring the City of San Diego to cease and desist from violations or to clean up waste and abate existing or threatened conditions of pollution or nuisance; administrative civil liability in amounts of up to \$10,000 per day per violation; referral to the State Attorney General for injunctive relief; and, referral to the District Attorney for criminal prosecution.

Please submit all reports and information required under this Certification in electronic format via e-mail to SanDiego@waterboards.ca.gov. Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc and delivered to the San Diego Water Board, 2375 Northside Drive, San Diego, CA 92108. Each electronic document must be submitted as a single file, in Portable Document Format (PDF), and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted.

Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: R9-2015-0102:815856:ihonma.

For questions or comments regarding the Certification, please contact Lisa Honma by telephone at (619) 521-3367 or by email at Lisa.Honma@waterboards.ca.gov.

Respectfully,


for James G. Smith, AEO
DAVID W. GIBSON
Executive Officer

Enclosure:

Clean Water Act Section 401 Water Quality Certification No. R9-2015-0102 for the Routine Maintenance of Alvarado Creek Storm Water Channels (Maps 59, 60, & 64)

DWG:jgs:esb:lbh:lea

cc:

Mrs. Melanie Tymes
U.S. Army Corps of Engineers, Regulatory Branch
San Diego Field Office
Melanie.B.Tymes@usace.army.mil

U.S. EPA, OWOW, Region 9
R9-WTR8-Mailbox@epa.gov

Tech Staff Information	
Certification No.	R9-2015-0102
Party ID	547589
Reg. Meas. ID	401493
Place ID	815856
Person ID	547570
WDID	9000002862

State Water Resources Control Board, Division of Water Quality
401 Water Quality Certification and Wetlands Unit
Stateboard401@waterboards.ca.gov

Mr. Eric Becker
San Diego Water Board
Eric.Becker@waterboards.ca.gov

Mr. David Barker
San Diego Water Board
David.Barker@waterboards.ca.gov

Mr. Steve Neudecker
Resource Balance, Inc.
Steve@resourcebalance.com

Clean Water Act Section 401 Water Quality Certification
and Waste Discharge Requirements
for Discharge of Dredged and/or Fill Materials

**PROJECT: Routine Maintenance of Alvarado Creek
Storm Water Channels (Maps 59, 60, & 64)
Certification Number R9-2015-0102
WDID: 9 000002862**

Reg. Meas. ID: 401493
Place ID: 815856
Party ID: 547569
Person ID: 547570

**APPLICANT: City of San Diego
Transportation and Storm Water Department
Storm Water Division
2781 Caminito Chollas MS 44
San Diego, CA 92108**

ACTION:

<input type="checkbox"/> Order for Low Impact Certification	<input type="checkbox"/> Order for Denial of Certification
<input checked="" type="checkbox"/> Order for Technically-conditioned Certification	<input type="checkbox"/> Enrollment in Isolated Waters Order No. 2004-004-DWQ
<input checked="" type="checkbox"/> Enrollment in SWRCB GWDR Order No. 2003-017-DWQ	

PROJECT DESCRIPTION

An application dated June 12, 2015 was submitted by the City of San Diego Transportation and Storm Water Department, Storm Water Division (hereinafter Applicant), for Water Quality Certification pursuant to section 401 of the Clean Water Act (United States Code (USC) Title 33, section 1341) for the proposed Routine Maintenance of Alvarado Creek Storm Water Channels (Maps 59, 60, & 64) Project (Project). The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) deemed the application to be complete on Date. The Applicant proposes to discharge dredged or fill material to waters of the United States and/or State associated with construction activity at the Project site. The Applicant has also applied for a Clean Water Act section 404 permit from the United States Army Corps of Engineers for the Project (USACE File No. SPL-2015-00423-MBT).

The Project is located within the City of San Diego, San Diego County, California within upper and lower reaches of Alvarado Creek. The center readings of each reach are as follows:

- Reach 2 of Map 64 (UR2) at latitude 32.776147 and longitude -117.060956;
- Reach 4 of Map 60 (LR4) at latitude 32.782183 and longitude -117.095908;
- Reach 2B of Map 59 (LR2B) at latitude 32.780275 and longitude -117.100717; and
- Reach 2A of Map 59 (LR2A) at latitude 32.780525 and longitude -117.103014.

The Applicant has paid all required application fees for this Certification in the amount of \$32,603. On an annual basis, the Applicant shall also pay all active discharge fees and post discharge monitoring fees, as appropriate¹. On August 31, 2015, the San Diego Water Board provided public notice of the Project application pursuant to California Code of Regulations, title 23, section 3858 by posting information describing the Project on the San Diego Water Board's web site and providing a period of twenty-one days for public review and comment. No comments were received.

The Applicant proposes ongoing maintenance of Alvarado Creek and its associated storm water channels in UR2, LR4, LR2B, and LR2A. Maintenance is necessary to restore and maintain channel capacity to provide flood protection for the surrounding businesses, roadways, and properties. The maintenance involves the periodic removal of trash, debris, vegetation and accumulated sediment from these reaches of Alvarado Creek and its associated storm water channels.

The Applicant will place sandbag barriers (no wider than 5'x5') at the upstream and downstream ends of each work area to prevent any sediment laden water from discharging to and from each site, and to obstruct and pond dry weather flows. Vactor trucks will be used as needed to remove any ponded or sediment-laden water that may accumulate upstream of the sandbag barriers. Maintenance operations will be fully contained within the channel. Excavated material will be trucked out daily and no equipment shall be left overnight nor fueled on-site. The adjacent road and parking lot, as well as surrounding streets will be swept by City street sweepers daily. Normal channel flows will be restored to the original condition upon the completion of channel maintenance. In UR2, velocities directly after maintenance will require the temporary placement of a check dam (debris fence) near the downstream limit of maintenance that will decrease the channel capacity to a 5- to 10- year storm event until vegetation establishes. As indicated in the City of San Diego's *Water Pollution Control Plan for Upper Alvarado Creek Channel Maintenance Project* and *Water Pollution Control Plan for Lower Alvarado creek Channel Maintenance Project*, Weather Triggered Action Plan sections, maintenance activities will not be initiated unless there is a minimum three-day forecast of no precipitation. In addition, the applicant will suspend maintenance work and remove the system from the channel in the event of forecasted 40 percent or greater chance of likely precipitation of 0.10 inch or more. Additionally, a 30 foot-long tapered ramp will be created at the downstream end of UR2 to minimize possible backwater effects due to an earthen berm created when sediment removal cannot take place beyond the limits of the City of San Diego's maintenance boundary.

¹ The Applicant shall pay an annual active discharge fee each fiscal year or portion of a fiscal year during which discharges occur until the regional board or the State Board issues a Notice of Completion of Discharges Letter to the discharger. Dischargers shall pay an annual post-discharge monitoring fee each fiscal year or portion of a fiscal year commencing with the first fiscal year following the fiscal year in which the regional board or State Board issued a Notice of Completion of Discharges Letter to the discharger, but continued water quality monitoring or compensatory mitigation monitoring is required. Dischargers shall pay the annual post-discharge monitoring fee each fiscal year until the regional board or the State Board issues a Notice of Project Complete Letter to the discharger. Additional information regarding fees can be found electronically at the following location: http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/dredgefillcalculator.xlsx

Maintenance work includes mechanized removal of sediment and vegetation using heavy equipment, including equipment that is equivalent or smaller in size/type to the following: bulldozer(s), excavator(s), loader(s), track steer(s), Gradall(s), concrete truck(s), backhoe(s), and dump truck(s). Maintenance work will remove excavated materials from approximately 1,103 linear feet of UR2, 521 linear feet of LR4, 399 linear feet of LR2B, and 423 linear feet of LR2A. UR2 is 106 feet of concrete-lined trapezoidal channel and 997 feet of earth-bottom channel, is approximately 37-feet wide, and flows from behind a medical services building at 6386 Alvarado Court to an un-channelized reach on San Diego State University Campus. LR4 is a concrete-lined trapezoidal channel approximately 49 feet wide that runs from a culvert at 4597 Mission Gorge Place to a point behind 4533 Mission Gorge Place. LR2B is a concrete trapezoidal channel approximately 46 feet wide that flows from an industrial building at 5805 Fairmont Avenue to a culvert under Fairmont Avenue. LR2A is 301 feet of concrete-lined trapezoidal channel and 122 feet of earthen-bottom channel, is approximately 46 feet wide, and flows the terminus of LR2B to upstream of the confluence of Alvarado Creek and the San Diego River. Staging, access, and loading areas are designated along the lengths of UR2, LR4, LR2B, and LR2A. These will be located at the west corner of the paved parking lot between the addresses of 6433 and 6363 Alvarado Court; a paved parking lot behind 4561 Mission Gorge Place; a paved parking lot behind 5733 Fairmount Avenue; and an existing paved access point at 5732 Fairmount Avenue.

The Project application includes a description of the design objective, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction BMPs) to treat waste and reduce runoff or other effluents which may be discharged. Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project will not cause on-site or off-site downstream erosion, damage to downstream properties, or otherwise damage stream habitats in violation of water quality standards in the *Water Quality Control Plan for the San Diego Basin (9)* (Basin Plan).

Project construction will permanently impact 1.31 acres (2,415 linear feet) of waters of the United States and/or State including earthen bottom and concrete lined stream channel with freshwater marsh, southern willow scrub, open water, and non-native riparian habitat. The project includes the removal of approximately 1,000 cubic yards of material from Alvarado creek UR2, approximately 400 cubic yards of material from LR2B, approximately 300 cubic yards of material from LR2A, and approximately 600 cubic yards of material from LR4. The Applicant reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impacts to aquatic resources considering all potential practicable alternatives, such as the potential for alternate available locations, designs, reductions in size, configuration or density.

The Applicant reports that compensatory mitigation for the permanent loss of 1.31 acres of jurisdictional waters associated with this Project will be achieved through the rehabilitation of 0.41 acre and enhancement of 1.90 acres of waters of the United States and/or State. All waters of the United States and/or State receiving temporary discharges of fill material will be restored upon removal of the fill. Mitigation for Project discharges of fill material to waters of the United States and/or State will be completed by the Applicant at the Stadium Wetland

Mitigation Site² located in the San Diego hydrologic sub-area (HSA 907.11) at a minimum compensation ratio of 1.76:1 (area mitigated:area impacted).

Detailed written specifications and work descriptions for the Stadium Wetland Mitigation Site compensatory mitigation project including, but not limited to, the geographic boundaries of the project, timing, sequence, monitoring, maintenance, ecological success performance standards and provisions for long-term management and protection of the mitigation areas are described in the *Stadium Wetland Mitigation Project (San Diego River) Final Mitigation Plan* (Mitigation Plan), dated March 13, 2015. San Diego Water Board acceptance of the Mitigation Plan applies only to the Project described in this Certification and must not be construed as approval for other current or future projects that are planning to use additional acreage at the site for mitigation. The Mitigation Plan is incorporated in this Certification by reference as if set forth herein. The Mitigation Plan provides for implementation of compensatory mitigation which offsets adverse water quality impacts attributed to the Project in a manner that protects and restores the abundance, types and conditions of aquatic resources and supports their beneficial uses. Implementation of the Mitigation Plan will reduce significant environmental impacts to resources within the San Diego Water Board's purview to a less than significant level. Based on all of these considerations, the Mitigation Plan will adequately compensate for the loss of beneficial uses and habitat within waters of the United States and/or State attributable to the Project.

Additional Project details are provided in Attachments 1 through 5 of this Certification.

² The Stadium Wetland Mitigation Site was certified in Certification No. R9-2013-0124, Murphy Canyon Creek Maintenance Project – Reaches 1 and 2 (Place ID 796913).

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Attachments:

1. Definitions
2. Project Location Maps
3. Project Site Plans
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5. CEQA Mitigation Monitoring and Reporting Program

I. STANDARD CONDITIONS

Pursuant to section 3860 of title 23 of the California Code of Regulations, the following three standard conditions apply to all water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and chapter 28, article 6 (commencing with title 23, section 3867), of the California Code of Regulations.
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to California Code of Regulations title 23, section 3855 subdivision (b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under title 23, chapter 28 (commencing with section 3830) of California Code of Regulations and owed by the applicant.

II. GENERAL CONDITIONS

- A. **Term of Certification.** Water Quality Certification No. R9-2015-0102 (Certification) shall expire upon a) the expiration or retraction of the Clean Water Act section 404 (33 USC Title 33, section 1344) permit issued by the U.S. Army Corps of Engineers for this Project, or b) five (5) years from the date of issuance of this Certification, whichever occurs first.
- B. **Duty to Comply.** The Applicant must comply with all conditions and requirements of this Certification. Any Certification noncompliance constitutes a violation of the Water Code and is grounds for enforcement action or Certification termination, revocation and reissuance, or modification.
- C. **General Waste Discharge Requirements.** The requirements of this Certification are enforceable through Water Quality Order No. 2003-0017-DWQ, *Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification* (Water Quality Order No. 2003-0017-DWQ). This provision shall apply irrespective of whether a) the federal permit for which the Certification was obtained is subsequently retracted or is expired, or b) the Certification is expired. Water Quality Order No. 2003-0017-DWQ is accessible at:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/gowdr401regulated_projects.pdf.

- D. **Project Conformance with Application.** All water quality protection measures and BMPs described in the application and supplemental information for water quality certification are incorporated by reference into this Certification as if fully stated herein. Notwithstanding any more specific conditions in this Certification, the Applicant shall construct, implement and comply with all water quality protection measures and BMPs described in the application and supplemental information. The conditions within this Certification shall supersede conflicting provisions within the application and supplemental information submitted as part of this Certification action.
- E. **Project Conformance with Water Quality Control Plans or Policies.** Notwithstanding any more specific conditions in this Certification, the Project shall be constructed in a manner consistent with the Basin Plan and any other applicable water quality control plans or policies adopted or approved pursuant to the Porter Cologne Water Quality Act (Division 7, commencing with Water Code Section 13000) or section 303 of the Clean Water Act (33 USC section 1313). The Basin Plan is accessible at:
- http://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan/index.shtml
- F. **Project Modification.** The Applicant must submit any changes to the Project, including Project operation, which would have a significant or material effect on the findings, conclusions, or conditions of this Certification, to the San Diego Water Board for prior review and written approval. If the San Diego Water Board is not notified of a significant change to the Project, it will be considered a violation of this Certification.
- G. **Certification Distribution Posting.** During Project construction, the Applicant must maintain a copy of this Certification at the Project site. This Certification must be available at all times to site personnel and agencies. A copy of this Certification shall also be provided to any contractor or subcontractor performing construction work, and the copy shall remain in their possession at the Project site.
- H. **Inspection and Entry.** The Applicant must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
1. Enter upon the Project or Compensatory Mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Certification;
 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Certification;
 3. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Certification; and

4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or Water Code, any substances or parameters at any location.
- I. **Enforcement Notification.** In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- J. **Certification Actions.** This Certification may be modified, revoked and reissued, or terminated for cause including but not limited to the following:
1. Violation of any term or condition of this Certification;
 2. Monitoring results indicate that continued Project activities could violate water quality objectives or impair the beneficial uses of Alvarado Creek, San Diego River, or their tributaries;
 3. Obtaining this Certification by misrepresentation or failure to disclose fully all relevant facts;
 4. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge; and
 5. Incorporation of any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.

The filing of a request by the Applicant for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Certification condition.

- K. **Duty to Provide Information.** The Applicant shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Certification or to determine compliance with this Certification.
- L. **Property Rights.** This Certification does not convey any property rights of any sort, or any exclusive privilege.
- M. **Petitions.** Any person aggrieved by this action of the San Diego Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with the California Code of Regulations, title 23, sections 3867 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after

the date of this Certification. Copies of the law and regulations applicable to filing petitions may be found on the Internet at:

http://www.waterboards.ca.gov/public_notices/petitions/water_quality or will be provided upon request.

III. CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. **Approvals to Commence Construction.** The Applicant shall not commence Project construction until all necessary federal, State, and local approvals are obtained.
- B. **Personnel Education.** Prior to the start of the Project, and annually thereafter, the Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and BMP implementation and maintenance measures.
- C. **Spill Containment Materials.** The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- D. **Water Pollution Control Plans.** The Project must be designed to comply with the City of San Diego's *Water Pollution Control Plan for Upper Alvarado Creek Channel Maintenance Project*, dated January 22, 2015, and *Water Pollution Control Plan for Lower Alvarado Creek Channel Maintenance Project*, dated January 22, 2015, both prepared by McGrath Consulting.
- E. **General Construction Storm Water Permit.** Prior to start of Project construction, the Applicant must, as applicable, obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity*, (General Construction Storm Water Permit) and any reissuance. If Project construction activities do not require coverage under the General Construction Storm Water Permit, the Applicant must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.
- F. **Waste Management.** The Applicant must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, state, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff. The storage, handling, treatment, or disposal of waste shall not create conditions of pollution, contamination or nuisance as defined in Water Code section 13050. Upon Project completion, all Project generated debris, building materials, excess material, waste, and trash shall be removed from the Project site(s) for disposal at an authorized landfill or other disposal site in compliance with federal, state and local laws and regulations.

- G. **Waste Management.** Except for a discharge permitted under this Certification, the dumping, deposition, or discharge of trash, rubbish, unset cement or asphalt, concrete, grout, damaged concrete or asphalt, concrete or asphalt spoils, wash water, organic or earthen material, steel, sawdust or other construction debris waste from Project activities directly into waters of the United States and or State, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited.
- H. **Downstream Erosion.** Discharges of concentrated flow during construction or after Project completion must not cause downstream erosion or damage to properties or stream habitat.
- I. **Construction Equipment.** All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. All equipment used in direct contact with surface water shall be steam cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generator, etc.) shall be positioned over drip pans or other types of containment.
- J. **Process Water.** Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm water runoff flows. Pollutants discharged to areas within a stream diversion must be removed at the end of each work day or sooner if rain is predicted.
- K. **Surface Water Diversion.** All surface waters, including ponded waters, must be diverted away from areas of active grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of the receiving water quality objectives. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.
- L. **Re-vegetation and Stabilization.** All areas that have 14 or more days of inactivity must be stabilized within 14 days of the last activity. The Applicant shall implement and maintain BMPs to prevent erosion of the rough graded areas. After completion of grading, all areas must be re-vegetated with native species appropriate for the area. The re-vegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be accessed at <http://www.cal-ipc.org/ip/inventory/>.
- M. **Hazardous Materials.** Except as authorized by this Certification, substances hazardous to aquatic life including, but not limited to, petroleum products, unused cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be

implemented to prevent such discharges during each Project activity involving hazardous materials.

- N. **Vegetation Removal.** Removal of vegetation must occur by hand, mechanically, or through application of United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to minimize adverse effects to beneficial uses of waters of the United States and/or State. Discharges related to the application of aquatic pesticides within waters of the United States must be done in compliance with State Water Resources Control Board Water Quality Order No. 2004-0009-DWQ, the *Statewide General National Pollution Discharge Elimination System Permit for the Discharge of Aquatic Weed Control in Waters of the United States*, and any subsequent reissuance as applicable.
- O. **Limits of Disturbance.** The Applicant shall clearly define the limits of Project disturbance to waters of the United States and/or State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.
- P. **On-site Qualified Biologist.** The Applicant shall designate an on-site qualified biologist to monitor Project construction activities within or adjacent to waters of the United States and/or State to ensure compliance with the Certification requirements. The biologist shall be given the authority to stop all work on-site if a violation of this Certification occurs or has the potential to occur. Records and field notes of the biologist's activities shall be kept on-site and made available for review upon request by the San Diego Water Board.
- Q. **Beneficial Use Protection.** The Applicant must take all necessary measures to protect the beneficial uses of waters of Alvarado Creek. This Certification requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to surface waters (including rivers or streams) occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately and the San Diego Water Board shall be notified in accordance with Notification Requirement VI.A of this Certification. Associated Project activities may not resume without approval from the San Diego Water Board.

IV. PROJECT IMPACTS AND COMPENSATORY MITIGATION

- A. **Project Impact Avoidance and Minimization.** The Project must avoid and minimize adverse impacts to waters of the United States and/or State to the maximum extent practicable.
- B. **Project Impacts and Compensatory Mitigation.** Unavoidable Project impacts to Alvarado Creek within the San Diego River Watershed must not exceed the type and magnitude of impacts described in the table below. At a minimum, compensatory mitigation required to offset unavoidable temporary and permanent Project impacts to waters of the United States and/or State must be achieved as described in the table below:

	Impacts (acres)	Impacts (linear ft.)	Mitigation for Impacts (acres)	Mitigation Ratio (area mitigated : area impacted)	Mitigation for Impacts ¹ (linear ft.)	Mitigation Ratio (linear feet mitigated : linear feet impacted)
Permanent Impacts						
Freshwater Marsh – Earthen Bottom Channel	0.34	49	0.34 Rehabilitation ² 0.34 Enhancement ³	2:1	N/A	N/A
Southern Willow Scrub – Earthen Bottom Channel	0.07	75	0.07 Rehabilitation ² 0.07 Enhancement ³	2:1	N/A	N/A
Open Water – Earthen Bottom Channel	0.03	28	0.03 Enhancement ³	1:1	N/A	N/A
Non-native Riparian – Earthen Bottom Channel	0.08	838	0.08 Enhancement ³	1:1	N/A	N/A
Non-Native Vegetation – Earthen Bottom Channel	0.04	235	0.04 Enhancement ³	1:1	N/A	N/A
Freshwater Marsh – Concrete-Lined Channel	0.29	318	0.58 Enhancement ³	2:1	N/A	N/A
Southern Willow Scrub – Concrete-Lined Channel	0.38	796	0.76 Enhancement ³	2:1	N/A	N/A
Non-Native Riparian – Concrete-Lined Channel	0.04	47	0	N/A	N/A	N/A
Disturbed Habitat – Concrete-Lined Channel	0.01	0	0	N/A	N/A	N/A
Non-Native Vegetation – Concrete-Lined Channel	0.03	27	0	N/A	N/A	N/A

1. Compensatory mitigation is being provided in a contiguous area at the Stadium Wetland Mitigation Site (approximately 65 acres) and therefore, compensatory mitigation for linear feet is not being calculated on a project by project basis.
2. Wetland rehabilitation at the Stadium Wetland Mitigation Site.
3. Wetland enhancement at the Stadium Wetland Mitigation Site.

- C. **Compensatory Mitigation Plan Implementation.** The Applicant must fully and completely implement the Mitigation Plan; any deviations from, or revisions to, the Mitigation Plan must be pre-approved by the San Diego Water Board.
- D. **Mitigation Use Ledger.** The Applicant shall establish and maintain a mitigation use ledger for the Stadium Wetland Mitigation Site. The mitigation use ledgers shall show all mitigation use transactions from each mitigation site and shall show the beginning and current balance of available mitigation for each type, all additional mitigation released or suspended mitigation transfers. The mitigation use ledger shall include at a minimum:
1. Mitigation site name;
 2. Mitigation site water quality certification number;
 3. Total amount (acres) of each type of mitigation;
 4. Project name to expend mitigation;
 5. Project contact name and phone number;
 6. Date of mitigation expenditure;
 7. Type(s) of mitigation expended;
 8. Amount of mitigation expended for the Project; and
 9. Balance (acres) of each type of mitigation remaining.
- E. **Mitigation Use Ledger Submittal.** The Applicant shall submit updated mitigation use ledgers for the Stadium Wetland Mitigation Site to the San Diego Water Board within 30 days of the issuance of this Certification. Additionally, the Applicant shall submit updated mitigation use ledgers with each water quality certification application submitted by the Applicant that proposes to use compensatory mitigation for project impacts from the Stadium Wetland Mitigation Site.
- F. **Performance Standards.** Compensatory mitigation required under this Certification shall be considered achieved once it has met the ecological success performance standards contained in the Mitigation Plan (Section 6, beginning page 76) to the satisfaction of the San Diego Water Board. The construction of this permittee-responsible mitigation site was authorized by the San Diego Water Board under Water Quality Certification No. R9-2013-0124.
- G. **Temporary Project Impact Areas.** The Applicant must restore all areas of temporary impacts and all other areas of temporary disturbance which could result in a discharge or a threatened discharge of pollutants to waters of the United States and/or State. Restoration must include grading of disturbed areas to pre-project contours and re-

vegetation with native species. The Applicant must implement all necessary BMPs to control erosion and runoff from areas associated with the Project.

- H. **Timing of Mitigation Site Construction.** The construction of proposed mitigation must be completed no later than 12 months following the start of Project construction. Delays in implementing mitigation must be compensated for by an increased mitigation implementation of 10% of the cumulative compensatory mitigation for each month of delay.

V. MONITORING AND REPORTING REQUIREMENTS

- A. **Representative Monitoring.** Samples and measurements taken for the purpose of monitoring under this Certification shall be representative of the monitored activity.
- B. **Monitoring Reports.** Monitoring results shall be reported to the San Diego Water Board at the intervals specified in section V of this Certification.
- C. **Monitoring and Reporting Revisions.** The San Diego Water Board may make revisions to the monitoring program at any time during the term of this Certification and may reduce or increase the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.
- D. **Records of Monitoring Information.** Records of monitoring information shall include:
1. The date, exact place, and time of sampling or measurements;
 2. The individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. The individual(s) who performed the analyses;
 5. The analytical techniques or methods used; and
 6. The results of such analyses.
- E. **Discharge Commencement Notification.** The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.
- F. **Geographic Information System Data.** The Applicant must submit Geographic Information System (GIS) shape files of the Project impact sites within 30 days of the start of project construction and GIS shape files of the Project mitigation sites within 30 days of mitigation installation. All impact and mitigation site shape files must be polygons. Two GPS readings (points) must be taken on each line of the polygon and the polygon must have a minimum of 10 points. GIS metadata must also be submitted.

G. Annual Project Progress Reports. The Applicant must submit annual Project progress reports describing status of BMP implementation, compensatory mitigation, and compliance with all requirements of this Certification to the San Diego Water Board prior to **March 1** of each year following the issuance of this Certification, until the Project has reached completion. The Annual Project Progress Reports must contain compensatory mitigation monitoring information sufficient to demonstrate how the compensatory mitigation project is progressing towards accomplishing its objectives and meeting its performance standards. Annual Project Progress Reports must be submitted even if Project construction has not begun. The monitoring period for each Annual Project Progress Report shall be January 1st through December 31st of each year. Annual Project Progress Reports must include, at a minimum, the following:

1. Project Status and Compliance Reporting. The **Annual Project Progress Report** must include the following Project status and compliance information:

- a. The names, qualifications, and affiliations of the persons contributing to the report;
- b. The status, progress, and anticipated schedule for completion of Project construction activities including the installation and operational status of best management practices project features for erosion and storm water quality treatment;
- c. A description of Project construction delays encountered or anticipated that may affect the schedule for construction completion; and
- d. A description of each incident of noncompliance during the annual monitoring period and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

H. Final Project Completion Report. The Applicant must submit a Final Project Completion Report to the San Diego Water Board **within 30 days of completion of the Project**. The final report must include the following information:

1. Date of construction initiation;
2. Date of construction completion;
3. BMP installation and operational status for the Project;
4. As-built drawings of the Project, no bigger than 11"X17";
5. Photo documentation of implemented post-construction BMPs and all areas of permanent and temporary impacts, prior to and after project construction. Photo documentation must be conducted in accordance with guidelines posted at

http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/StreamPhotoDocSOP.pdf. In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo points referenced; and

6. An evaluation, interpretation, and tabulation of all California Rapid Assessment Method (CRAM) assessment data collected throughout the term of Project construction in accordance with section V.E of this Certification.
- I. **Reporting Authority.** The submittal of information required under this Certification, or in response to a suspected violation of any condition of this Certification, is required pursuant to Water Code section 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13385.
- J. **Electronic Document Submittal.** The Applicant must submit all reports and information required under this Certification in electronic format via e-mail to SanDiego@waterboards.ca.gov. Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc and delivered to:

California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification No. R9-2015-0102:815856:lhonma
2375 Northside Drive, Suite 100
San Diego, California 92108

Each electronic document must be submitted as a single file, in Portable Document Format (PDF), and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: Certification No. R9-2015-0102:815856:lhonma.

- K. **Document Signatory Requirements.** All applications, reports, or information submitted to the San Diego Water Board must be signed as follows:
 1. For a corporation, by a responsible corporate officer of at least the level of vice president.
 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

- L. **Document Certification Requirements.** All applications, reports, or information submitted to the San Diego Water Board must be certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

VI. NOTIFICATION REQUIREMENTS

- A. **Twenty Four Hour Non-Compliance Reporting.** The Applicant shall report any noncompliance which may endanger health or the environment. Any such information shall be provided orally to the San Diego Water Board within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The San Diego Water Board, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- B. **Hazardous Substance Discharge.** Except for a discharge which is in compliance with this Certification, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, shall as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the County of San Diego, in accordance with California Health and Safety Code section 5411.5 and the California Office of Emergency Services of the discharge in accordance with the spill

reporting provision of the State toxic disaster contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.17), and immediately notify the State Water Board or the San Diego Water Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of section 13271 of the Water Code unless the Applicant is in violation of a Basin Plan prohibition.

- C. **Oil or Petroleum Product Discharge.** Except for a discharge which is in compliance with this Certification, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.1). This requirement does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Clean Water Act section 311, or the discharge is in violation of a Basin Plan prohibition.
- D. **Anticipated Noncompliance.** The Applicant shall give advance notice to the San Diego Water Board of any planned changes in the Project or the Compensatory Mitigation project which may result in noncompliance with Certification conditions or requirements.
- E. **Transfers.** This Certification is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:
1. **Transfer of Property Ownership:** The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to, a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification to the San Diego Water Board **within 10 days of the transfer of ownership.**
 2. **Transfer of Mitigation Responsibility:** Any notification of transfer of responsibilities to satisfy the mitigation requirements set forth in this Certification must include a signed statement from an authorized representative of the new party (transferee) demonstrating acceptance and understanding of the responsibility to comply with and fully satisfy the mitigation conditions and agreement that failure to comply with the mitigation conditions and associated requirements may subject the transferee to enforcement by the San Diego Water Board under Water Code section 13385, subdivision (a). Notification of transfer of responsibilities meeting the above

conditions must be provided to the San Diego Water Board **within 10 days of the transfer date.**

3. **Transfer of Post-Construction BMP Maintenance Responsibility:** The Applicant assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Applicant must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. The Applicant must provide such notification to the San Diego Water Board within **10 days** of the transfer of BMP maintenance responsibility.

Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of responsibility for compliance with this Certification in the event that a transferee fails to comply.

VII. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

- A. The City of San Diego is the Lead Agency under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) section 21067, and CEQA Guidelines (California Code of Regulations, title 14, section 15000 et seq.) section 15367, and has filed a Notice of Determination, dated October 28, 2011, for the Final Recirculated Program Environmental Impacts Report (PEIR) titled *Master Storm Water System Maintenance Program* (State Clearing House Number 2004101032). The Lead Agency has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.
- B. The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code section 21069; CEQA Guidelines section 15381). The San Diego Water Board has considered the Lead Agency's PEIR and finds that the Project as proposed will have a significant effect on resources within the San Diego Water Board's purview.
- C. The San Diego Water Board has required mitigation measures as a condition of this Certification to avoid or reduce the environmental effects of the Project to resources within the Board's purview to a less than significant level.
- D. The Lead Agency has adopted a mitigation monitoring and reporting program pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15097 to ensure that mitigation measures and revisions to the Project identified in the PEIR are implemented. The Mitigation Monitoring and Reporting Program (MMRP) is included and incorporated by reference in Attachment 5 to this Certification. The Applicant shall implement the Lead Agency's MMRP described in the PEIR, as it pertains to resources within the San Diego Water Board's purview. The San Diego Water Board has imposed additional MMRP requirements as specified in sections V and VI of this Certification.

E. As a Responsible Agency under CEQA, the San Diego Water Board will file a Notice of Determination in accordance with CEQA Guidelines section 15096 subdivision (i).

VIII. SAN DIEGO WATER BOARD CONTACT PERSON


Lisa Honma, Environmental Scientist
Telephone: 619-521-3367
Email: lisa.honma@waterboards.ca.gov

IX. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **Routine Maintenance of Alvarado Creek Storm Water Channels (Maps 59, 60, & 64)** (Certification No. R9-2015-0102) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "*Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs)*," which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited to, and all proposed mitigation being completed in strict compliance with, the applicants' Project description and/or the description in this Certification, and (b) compliance with all applicable requirements of the Basin Plan.

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. R9-2015-0102 issued on September 22, 2015.



DAVID W. GIBSON
Executive Officer
San Diego Water Board

22 Sep 2015
Date



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
5900 LA PLACE CT, STE 100
CARLSBAD, CA 92008

September 25, 2015

Dr. Stephen Neudecker
Resource Balance, Inc.
313 Glen Creek Drive, Suite 100
Bonita, California 91902

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Dear Mr. Neudecker:

I am responding to your request (SPL-2015-00423-MBT) for a Department of the Army permit for your proposed project, Routine Maintenance of Storm Water Facilities Alvarado Creek Channels. The proposed project is located in sections of Alvarado Creek, adjacent to interstate 8, Kumeyaay Highway, between Reservoir Drive and Alvarado Road (Upper Reach) and from Mission Gorge Place extending 800 feet west of Mission Gorge Road (Lower Reach), San Diego, California.

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330). Portions of the proposed project do not require a permit under Section 404 of the Clean Water Act pursuant to 33 CFR Part 323.4.

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) NWP 31 Maintenance of Existing Flood Control Facilities and Nationwide Permit 33 (Temporary Construction, Access, and Dewatering). Specifically, and as shown in the enclosed figure(s), you are authorized to:

1. To permanently impact 0.56 acre of waters of the U.S. by excavating 1,000 cubic yards of sediment, vegetation and organic material from the Upper Reach of Alvarado Creek (totaling 0.46 acre of waters of the U.S.) and by excavating up to 300 cubic yards of sediment, vegetation and organic material from the Lower Reach of Alvarado Creek (totaling 0.08 acre of waters of the U.S.) in order to restore the original designed capacity of the stream channel and improve stormwater flow.
2. To temporarily impact up to 400 square feet of waters of the U.S. during construction by placing sandbags, check dams, debris fences and other devices used in diversion of waters and erosion and sediment control best management practices.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. The Permittee has proposed to mitigate for impacts to waters of the U. S., through 0.41 acre of wetland restoration, 0.41 acre of wetland enhancement and 0.15 acre of non-wetland waters enhancement at the Stadium Wetland Mitigation site. Within 90 days of permit issuance, the Permittee shall submit to the Corps a final mitigation plan prepared in accordance with the Corps' Los Angeles District Mitigation Guidelines and Monitoring Requirements, dated April 19, 2004 and the Mitigation Rule (33 CFR §332; 73 FR 19670-19687 (April 10, 2008)). The final mitigation plan shall address the 0.14 acre of permanent impact to waters of the U.S. as described in your application, dated June 11, 2015. All maps and drawings shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated August 6, 2012 (<http://www.spd.usace.army.mil/Portals/13/docs/regulatory/standards/map.pdf>)
2. The Permittee shall complete site preparation and planting and initiate monitoring and as described in the final, approved mitigation plan within 24 months of discharging any fill material in waters of the U.S. Your responsibility to complete the required compensatory mitigation as set forth in this Special Condition will not be considered fulfilled until you have demonstrated compensatory mitigation project success and have received written verification of that success from the Corps Regulatory Division.
3. The Permittee shall submit monitoring reports for all compensatory mitigation sites as described in the final, approved mitigation plan. To assure compensatory mitigation success, you shall monitor the mitigation area(s) for at least five (5) consecutive growing seasons after construction or until the Corps determines the final performance standards are met. The monitoring period shall commence upon completion of the construction of the mitigation site(s). Additionally, you shall demonstrate continued success of the compensatory mitigation site(s), without human intervention (not including the removal of invasive species or other normal maintenance activities as required in the final, approved mitigation plan), for at least two consecutive years during which interim and/or final performance standards are met. The compensatory mitigation project will not be deemed successful until this criterion has been met.
4. GIS DATA: Within 60 days following written Corps approval of the final mitigation, you shall provide to this office GIS data (polygons only) depicting the boundaries of all compensatory mitigation site, as authorized in the above, final mitigation plan. All GIS data and associated metadata shall be provided on a digital medium (CD or DVD) or via file transfer protocol (FTP), preferably using the Environmental Systems Research Institute (ESRI) shapefile format. GIS data for mitigation sites shall conform to the Mitigation_SPD.xlsx data table, as specified in the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated August 6, 2012 (<http://www.spd.usace.army.mil/Portals/13/docs/regulatory/standards/map.pdf>), and shall include a text file of metadata, including datum, projection, and mapper contact information. Within 60 days following completion of compensatory mitigation construction activities, if any deviations have occurred, you shall submit as-built GIS data (polygons only) accompanied by a narrative description listing and explaining each deviation.

5. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
 - a. Date(s) work within waters of the U.S. was initiated and completed;
 - b. Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
 - c. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
 - d. One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
 - e. Signed Certification of Compliance (attached as part of this permit package).

8. Within 45 calendar days of complete installation of all mitigation, the Permittee shall submit to the Corps Regulatory Division a memorandum including the following information:
 - a. Date(s) all mitigation was installed and monitoring was initiated;
 - b. Schedule for future mitigation monitoring and reporting pursuant to final, Corps-approved mitigation plan;
 - c. Color photographs (including map of photopoints) taken at each mitigation site before and after installation such that correct installation per final, Corps-approved mitigation plan can be verified; and
 - d. One copy of "as built" drawings for the mitigation areas. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches.

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may chose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, please contact Melanie Tymes at 760-602-4841 or via e-mail at Melanie.B.Tymes@usace.army.mil.

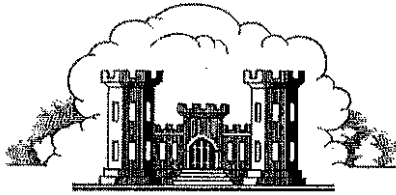
- 4 -

Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

Antal Szijj
Acting Team Lead
South Coast Branch

Enclosures



**LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

Permit Number: *SPL-2015-00423-MBT Alvarado Channel Maintenance*

Name of Permittee: *City of San Diego and Dr. Stephen Neudecker, Resource Balance, Inc.*

Date of Issuance: *September 25, 2015*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to Melanie.B.Tymes@usace.army.mil
OR

2) Mail the signed certificate to
U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2015-00423-MBT
5900 La Place Ct, Ste 100
Carlsbad, CA 92008

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

Date

FOR DEPARTMENT USE ONLY

Date Received

Notification Number



STATE OF CALIFORNIA
 DEPARTMENT OF FISH AND WILDLIFE
LAKE OR STREAMBED ALTERATION PROGRAM
NOTIFICATION OF EMERGENCY WORK



Complete EACH field and attach additional pages if necessary.

1. PERSON, BUSINESS, OR AGENCY RESPONSIBLE FOR EMERGENCY WORK

If the emergency work is being conducted by a business, agency, or utility, please include the name of your designated representative.

Name	Gene Matter		
Business/Agency	City of San Diego Storm Water Division		
Street Address	2781 Caminito Chollas, MS 44		
City, State, Zip	San Diego, CA, 92105		
Telephone	619-527-7506	Fax	619-527-7445
Email	rmatter@sandiego.gov		

2. LOCATION OF EMERGENCY WORK

Address or description of project location. *(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway.)*

Lower Alvarado Creek channel, located north of and parallel to Camino del Rio North east and west of Fairmount Avenue. The maintenance area is in un-sectioned lands in Township 16 South, Range 2 West on the San Bernardino Base and Meridian U.S. Geological Survey (USGS) 7.5-minute La Mesa quadrangle map (Figure 1). The location of work is in Map 59 of the City of San Diego's Master Storm Water System Maintenance Program (Figure 2).

Continued on additional page(s)

River, stream, or lake affected by project	Alvarado Creek Channel			
What water body is the river, stream, or lake tributary to?	San Diego River - Pacific Ocean			
Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Unknown	
County	San Diego			
USGS 7.5 Minute Quad Map Name	Township	Range	Section	Section
La Mesa	16S	2W	NA	
<input type="checkbox"/> Continued on additional page(s)				
Meridian (check one)	<input type="checkbox"/> Humboldt <input type="checkbox"/> Mt. Diablo <input checked="" type="checkbox"/> San Bernardino			

NOTIFICATION OF EMERGENCY WORK

2. LOCATION OF EMERGENCY WORK continued

Assessor's Parcel Number(s)			
Near 7602267800 and near 4613000300			
<input type="checkbox"/> Continued on additional page(s)			
Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes.)			
Latitude/Longitude	Latitude: 32°46'49.12"N		Longitude: 117° 6'2.63"W
	<input checked="" type="checkbox"/> Degrees/Minutes/Seconds		<input type="checkbox"/> Decimal Degrees
UTM	Easting:		Northing:
			<input type="checkbox"/> Zone 10 <input type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM		<input type="checkbox"/> NAD 27	<input checked="" type="checkbox"/> NAD 83 or WGS 84

3. NATURE OF EMERGENCY WORK

Date emergency began or was first discovered	1/26/16
Date emergency work began	1/29/16
Date emergency work was or will be completed	1/30/16
Briefly describe the type of emergency (e.g., flooding or earth movement).	
Repairs were made to the concrete-lined channel that had been impacted by heavy rains on January 5-6, 2016. With the rain forecasted for January 31, 2016 and the unsafe condition of the channel as of January 26, 2016, a temporary fix was needed to prevent further damage to the channel and surrounding private property and infrastructure.	
Identify the type of property affected by the emergency by marking the appropriate boxes below.	
<input type="checkbox"/> Bridge, culvert, or other water crossing <input type="checkbox"/> Dwelling or other building <input type="checkbox"/> Levee or other bank protection <input type="checkbox"/> Road <input type="checkbox"/> Farmland <input type="checkbox"/> Utility <input checked="" type="checkbox"/> Other (describe): <u>Storm Water Channel</u>	
Describe the emergency work.	
<p>A water bypass was set up and crews dewatered pools in place along the channel bottom. Gravel bags were set up at the upstream end of the work area as well as orange fencing to delineate the project boundaries. The downstream point of the water bypass deposited into a large pool free of vegetation. Water leaving the hoses appeared clean and no downstream turbidity was detected.</p> <p>Work included the removal of loose concrete and debris with a mini excavator, two bobcats, and hand crews. Plastic sheets, gravel bags, and plastic containers were put in place to adequately contain materials and prevent the potential for downstream impacts. Crews poured and smoothed out concrete within the failed portions of the channel using bobcats and hand crews. All work was monitored by a qualified biologist.</p> <p>Work was conducted in a concrete section of channel that had been cleaned in Fall 2015 and so no impacts to vegetation occurred.</p>	
<input type="checkbox"/> Continued on additional page(s)	

NOTIFICATION OF EMERGENCY WORK

3. NATURE OF EMERGENCY WORK continued

Briefly describe the dimensions (e.g., length and width) of the area or areas affected by the emergency and the work area.

Approximately 2000 square feet of channel underwent concrete repair.

Continued on additional page(s)

Describe any work you intend to complete after the emergency to restore the affected area.

All work materials were removed from the channel at the completion of the repair and creek flow restored. Routine maintenance in this section of channel began in the fall (Notification of LSA No. 1600-2015-0107-R5) and thus no vegetation was present at the time of the emergency concrete repair. No additional post-emergency restoration work is proposed.

Continued on additional page(s)

4. SIGNATURE

I hereby certify that to the best of my knowledge the information in this emergency notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the person, business, or agency responsible for the emergency work. *I understand that if the Department does not receive this emergency notification within 14 days after the emergency work begins, or the work did not constitute emergency work, I and/or the person, business, or agency responsible for the emergency work may be subject to criminal or civil prosecution.*



Signature of Applicant or Applicant's Authorized Representative



Date



Print Name

Photo Survey, Alvarado Channel Emergency Concrete Repair
Lower Alvarado Reach 2B, South of Auto Auction of San Diego (5801 Fairmount Ave.)

Before Maintenance



Jan 28, 2016. Lower Reach 2B, facing upstream



Jan 28, 2016. Lower Reach 2B, facing downstream



Jan 28, 2016. Lower Reach 2B, facing upstream

During Maintenance



Jan 29, 2016. Upstream sandbag berm set up



Jan 29, 2016. Diversion hose set up

During Maintenance



Jan 29, 2016. Upper portion of emergency work area, facing upstream



Jan 30, 2016. Middle portion of emergency work area, facing downstream



Jan 30, 2016. Middle portion of emergency work area, facing north

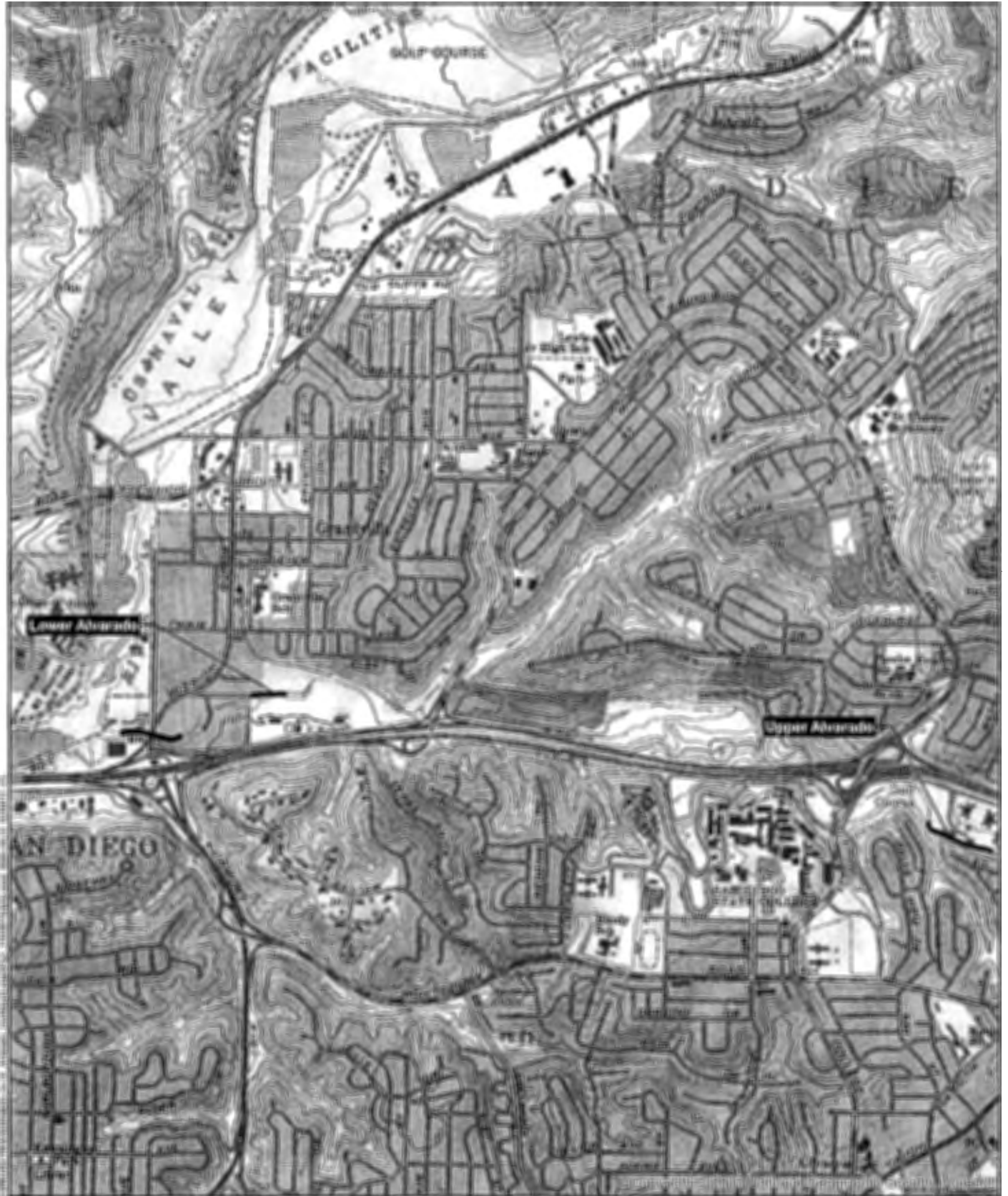
After Maintenance



Feb 1, 2016. Middle portion of emergency work area, facing downstream



Feb 1, 2016. Upper portion of emergency work area, facing upstream

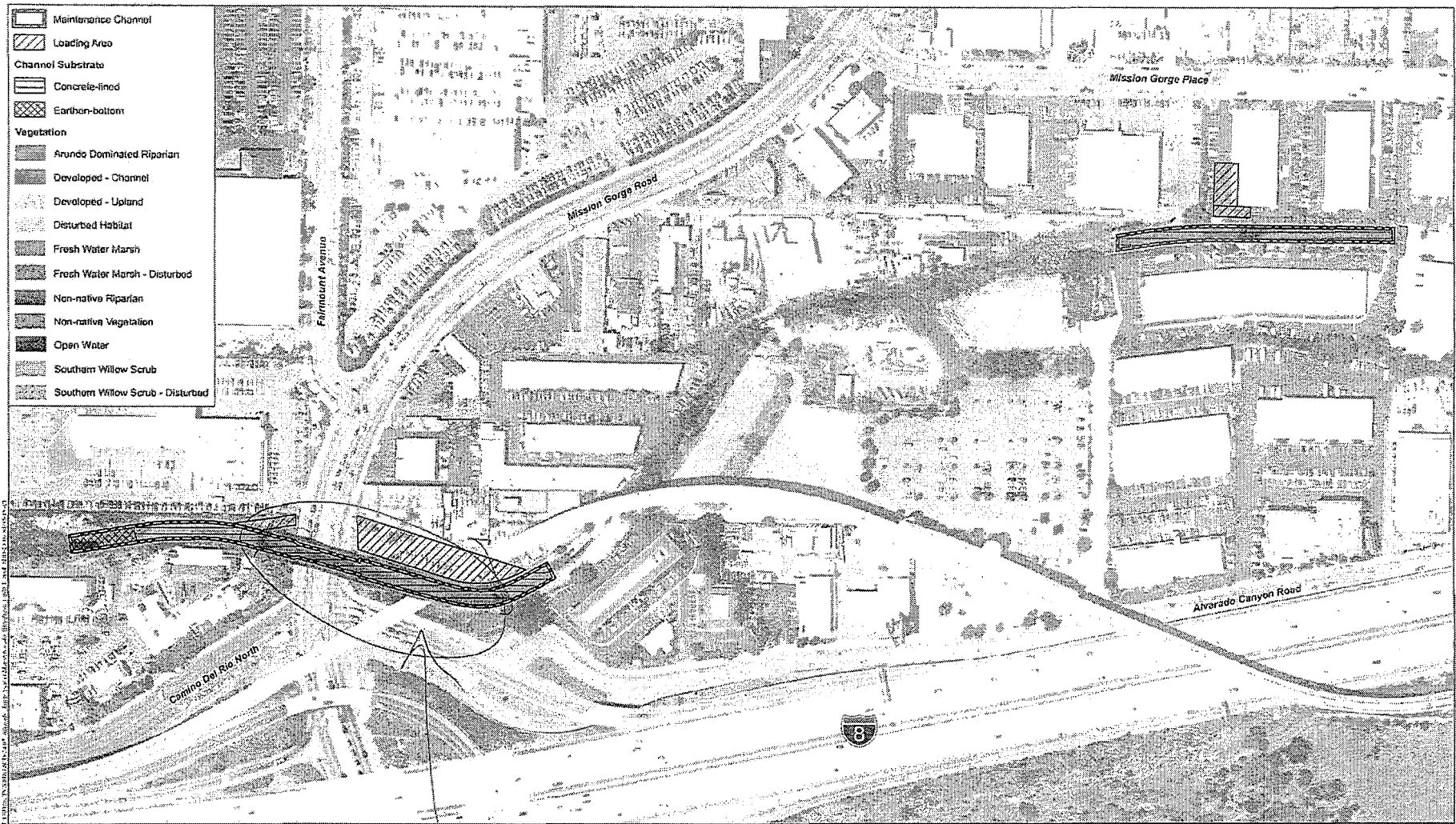


Project Vicinity Map (USGS Topography)

ALVARADO CREEK CHANNEL (MAPS 59,60 AND 64)



Figure 2



Waters of the U.S./State and City Wetlands, Lower Alvarado
 STORM WATER FACILITY MAPS 59, 60, AND 64
 (ALVARADO CREEK CHANNELS)

Figure 6b





South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov



September 17, 2015

Mr. Gene Matter
City of San Diego, Transportation & Storm Water Department
Storm Water Division
2781 Caminito Chollas, MS 44
San Diego, California 92108

Subject: Notification of Lake or Streambed Alteration No. 1600-2015-0107-R5
Routine Maintenance of Alvarado Creek Channels Maps 59, 60, & 64

Dear Mr. Matter:

On June 16, 2015, the California Department of Fish and Wildlife ("Department") received your Notification of Lake or Streambed Alteration ("Notification"). The Department had until July 17, 2015, to determine if your Notification was complete. The Department did not meet that date. As a result, by law, your Notification was deemed complete.

The Department is required to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you within 60 calendar days from the date the Notification is complete, if the Department determines that an Agreement is required for the project. The Department had until September 16, 2015, to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

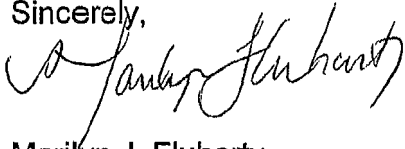
Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to September 16, 2015. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Mr. Gene Matter
September 17, 2015
Page 2 of 2

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions, please contact Kelly Fisher at (858) 467-4207 or kelly.fisher@wildlife.ca.gov.

Sincerely,



Marilyn J. Fluharty
Senior Environmental Scientist

SORRENTO CREEK CHANNEL DOCUMENTS:

Notice of Exemption for Soledad Creek Channel Emergency Maintenance (Maps 11 & 12; Sorrento Valley Reaches 2 & 3)

Department of the Army Nationwide Permit Verification (NWP) 33

Clean Water Act Section 401 Water Quality Certification No. R9-2013-0116 for the Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance Project

Coastal Development Permit No. A-6-NOC-11-086 SCR Review

Department of the Army Regional General Permit No. 63

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: CITY OF SAN DIEGO
PLANNING DEPARTMENT
1010 SECOND AVE, SUITE 1200
EAST TOWER
SAN DIEGO, CA 92101

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

PROJECT NO.: **483881** PROJECT TITLE: **Soledad Creek Channel Emergency Maintenance (Maps 11 & 12; Sorrento Valley Reaches 2&3)**

PROJECT LOCATION-SPECIFIC: This facility is an earthen- and concrete-lined storm water channel located between Roselle Street and Sorrento Valley Road. Sorrento Valley Blvd runs perpendicular over the channel in approximately the center of the proposed work area in the City of San Diego's *appealable area* of the Coastal Overlay Zone; Torrey Pines Community Planning Area; Council District 1; Peñasquitos watershed.

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

DESCRIPTION OF NATURE AND PURPOSE OF THE PROJECT: A portion of the emergency maintenance is to remove vegetation and sediment from approximately 500 linear feet (LF) of concrete and earthen channel that includes roughly 300 LF of Reach 3 (63 feet wide) and about 200 LF of Reach 2 (approximately 49 feet wide). Work was completed at the transition area between Reach 2-3 prior to the anticipated storm event on March 6-7, 2016. 1240 tons of material was removed using a bulldozer, excavator, and loader, as well as a tracksteer/bobcat where necessary. This equipment removed an estimated 2,750-3,250 cubic yards of material debris within the transition area and loaded it into dump trucks to be hauled off for legal disposal. The trucks ingress/egress to the channel is via two established Access/Staging areas (Attachment 1 - Figures 3a&3b):

1. The vacant disturbed lot at 11025 Roselle Street
2. Adjacent disturbed parking area and paved street at 10749 Roselle Street

In addition to the 1240 tons of sediment and vegetation removed from within Reach 3, approximately 300 linear feet (0.43 acres) of concrete repair work will be conducted within the 63 foot wide concrete channel at the southeastern end of the Reach 3 (Attachment 1 - Figure 3) in order to ensure the integrity of the lining during heavy storms. Steel plates and a temporary access ramp will be installed from the southeastern Access/Staging area to the bottom of the channel to allow concrete repair equipment to enter the Reach 3 channel. The primary equipment necessary for this work will be concrete saw, backhoe, bulldozer, bobcat/tracksteer, excavator, concrete laser screed, concrete conveyor truck, and dump trucks. The existing reinforced concrete floor panels will be removed and new concrete forms will be set and wire mesh will be welded together in the new panel locations. New concrete panels will then be installed. Concrete slurry will also be used to backfill all voids behind the existing concrete slope walls, which were created by erosion from runoff from the adjacent parking lot. All equipment and debris will be removed from the channel following this work.

The following properties are specifically at risk due to their proximity to clogged sections of the channel, visual evidence and reports of flooding in the recent past, and location at a low elevation in comparison to the channel: 11010-11080 Roselle Street and 3483 and 3560 Dunhill Street. The purpose of the project would be to reduce the risk of flooding to these properties.

Land cover and vegetation impacts are expected to be limited to 0.75 acres of developed concrete-lined channel, 0.08 acres of disturbed freshwater marsh (earthen bottom), 0.28 acres of freshwater marsh (concrete-lined), 0.02 acres of open water (earthen bottom), 0.004 acres of natural flood channel, and 0.08

acres of riparian scrub (southern willow scrub, earthen bottom). This channel is a part of the Master Storm Water System Maintenance Program (MMP). The proposed work area is not located in The City of San Diego's Multi-Habitat Planning Area (MHPA). The impacts within Reaches 2 and 3 are within areas previously authorized for maintenance, where mitigation has been required and either has been successfully implemented (for Reach 2) or is in the process of being implemented (Reach 3). All vegetation will be removed in the 15-foot area upstream of Reach 3 to allow the installation of a diversion berm for replacement of the cut-off wall. All emergency and post-emergency work in this area requires biological. Archaeological and Native American monitoring is specifically required during any emergency work activities with the area of Reach 2. Monitoring requirements are consistent with the City's MMP MMRP. This emergency activity will require subsequent permit review pursuant to the modified Substantial Conformance Review Procedures as described in Chapter 7 of the Master Storm Water System Maintenance Program (MMP); the City of San Diego's Land Development Code (LDC) §143.0126 Emergency Authorization to Impact Environmentally Sensitive Lands; and LDC §126.0718 Procedures for Emergency Coastal Development Permits. The application shall be submitted within 60 days of completion of the emergency work.

NAME OF PUBLIC AGENCY APPROVING PROJECT: City of San Diego

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Gene Matter 619.527.7506
Transportation & Storm Water Division, Operations and Maintenance, 2781 Caminito Chollas, MS 44, San Diego, CA 92105

EXEMPT STATUS: (CHECK ONE)

- MINISTERIAL (Sec. 21080 (b) (1); 15268);
- DECLARED EMERGENCY (Sec. 21080 (b) (3); 15269(a));
- EMERGENCY PROJECT (Sec. 21080(b)(2)(4))**
- CATEGORICAL EXEMPTION: (Sec. 15301)
- STATUTORY EXEMPTIONS: (Sec. 15269(b)(c))

REASONS WHY PROJECT IS EXEMPT: This emergency exemption is based on the expert opinion and findings by the Transportation & Storm Water Department. This emergency activity meets the criteria set forth in section 21080(b)(4) of the Public Resources Code and CEQA Guidelines section 15269(c) which allow for specific actions necessary to prevent or mitigate an emergency. The work will also include emergency repairs to public service facilities necessary to maintain service, which are exempt under Public Resources Code §21080(b)(2) and §15269(b) of the CEQA guidelines. The risk of flooding in this channel is considered extremely high posing an immediate threat to adjacent properties due to sediment constricting the downstream flow capacity and the accumulation of vegetation which precludes the flow of storm water through the channel. The National Weather Service forecast for March 2, 2016 indicated two storm events occurring the weekend of March 6-7, 2016 with total precipitation of 0.75 to 1.5 inches in coastal and valley areas. Based on the forecasted El Niño-influenced weather patterns bringing heavier than normal rainfall to the San Diego region during the winter of 2015-2016, existing channel conditions, accounts and video capture of recent flooding, and visual evidence of broken concrete lining and damage to adjacent infrastructure and properties, T&SW has concluded there is an imminent threat to public health and safety from vegetation and debris within Reaches 2&3. The buildup of sediment and vegetation have obstructed storm water flows within the channel during rains earlier this year, causing recent flooding of adjacent roadways and properties. The excavation of no more than 3,250 cubic yards of sediment and debris is the minimum necessary to prevent and mitigate the emergency and will have no more than a minimal and temporary effect on the aquatic environment.

LEAD AGENCY CONTACT PERSON: Myra Herrmann, Senior Planner, Planning Department, Telephone: (619) 446-5372

IF FILED BY APPLICANT:

1. ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING.
2. HAS A NOTICE OF EXEMPTION BEEN FILED BY THE PUBLIC AGENCY APPROVING THE PROJECT?
 YES NO

IT IS HEREBY CERTIFIED THAT THE CITY OF SAN DIEGO HAS DETERMINED THE ABOVE ACTIVITY TO BE EXEMPT FROM CEQA



SENIOR PLANNER

April 15, 2016

SIGNATURE/TITLE

DATE

CHECK ONE:

- SIGNED BY LEAD AGENCY
 SIGNED BY APPLICANT

DATE RECEIVED FOR FILING WITH COUNTY CLERK OR OPR:



Date of Notice: April 19, 2016

REPOSTED
NOTICE OF RIGHT TO APPEAL
ENVIRONMENTAL DETERMINATION
PLANNING DEPARTMENT
IO No. 21003732

PROJECT NAME/NUMBER: Soledad Creek Channel Emergency Maintenance/Maps 11&12;
Sorrento Valley Reaches 2&3/Project Number 483881

COMMUNITY PLAN AREA: Torrey Pines

COUNCIL DISTRICT: 1

LOCATION: This facility is an earthen- and concrete-lined storm water channel located between Roselle Street and Sorrento Valley Road. Sorrento Valley Blvd runs perpendicular over the channel in approximately the center of the proposed work area in the City of San Diego's *appealable area* of the Coastal Overlay Zone; Torrey Pines Community Planning Area; Council District 1; Peñasquitos watershed.

PROJECT DESCRIPTION: A portion of the emergency maintenance is to remove vegetation and sediment from approximately 500 linear feet (LF) of concrete and earthen channel that includes roughly 300 LF of Reach 3 (63 feet wide) and about 200 LF of Reach 2 (approximately 49 feet wide). Work was completed at the transition area between Reach 2-3 prior to the anticipated storm event on March 6-7, 2016. 1240 tons of material was removed using a bulldozer, excavator, and loader, as well as a tracksteer/bobcat where necessary. This equipment removed an estimated 2,750-3,250 cubic yards of material debris within the transition area and loaded it into dump trucks to be hauled off for legal disposal. The trucks ingress/egress to the channel is via two established Access/Staging areas (Attachment 1 - Figures 3a&3b):

1. The vacant disturbed lot at 11025 Roselle Street
2. Adjacent disturbed parking area and paved street at 10749 Roselle Street

In addition to the 1240 tons of sediment and vegetation removed from within Reach 3, approximately 300 linear feet (0.43 acres) of concrete repair work will be conducted within the 63 foot wide concrete channel at the southeastern end of the Reach 3 (Attachment 1 - Figure 3) in order to ensure the integrity of the lining during heavy storms. Steel plates and a temporary access ramp will be installed from the southeastern Access/Staging area to the bottom of the channel to allow concrete repair equipment to enter the Reach 3 channel. The primary equipment necessary for this work will be concrete saw, backhoe, bulldozer, bobcat/tracksteer, excavator, concrete laser screed, concrete

conveyor truck, and dump trucks. The existing reinforced concrete floor panels will be removed and new concrete forms will be set and wire mesh will be welded together in the new panel locations. New concrete panels will then be installed. Concrete slurry will also be used to backfill all voids behind the existing concrete slope walls, which were created by erosion from runoff from the adjacent parking lot. All equipment and debris will be removed from the channel following this work.

The following properties are specifically at risk due to their proximity to clogged sections of the channel, visual evidence and reports of flooding in the recent past, and location at a low elevation in comparison to the channel: 11010-11080 Roselle Street and 3483 and 3560 Dunhill Street. The purpose of the project would be to reduce the risk of flooding to these properties.

Land cover and vegetation impacts are expected to be limited to 0.75 acres of developed concrete-lined channel, 0.08 acres of disturbed freshwater marsh (earthen bottom), 0.28 acres of freshwater marsh (concrete-lined), 0.02 acres of open water (earthen bottom), 0.004 acres of natural flood channel, and 0.08 acres of riparian scrub (southern willow scrub, earthen bottom). This channel is a part of the Master Storm Water System Maintenance Program (MMP). The proposed work area is not located in The City of San Diego's Multi-Habitat Planning Area (MHPA). The impacts within Reaches 2 and 3 are within areas previously authorized for maintenance, where mitigation has been required and either has been successfully implemented (for Reach 2) or is in the process of being implemented (Reach 3). All vegetation will be removed in the 15-foot area upstream of Reach 3 to allow the installation of a diversion berm for replacement of the cut-off wall. This emergency activity will require subsequent permit review pursuant to the modified Substantial Conformance Review Procedures as described in Chapter 7 of the Master Storm Water System Maintenance Program (MMP); the City of San Diego's Land Development Code (LDC) §143.0126 Emergency Authorization to Impact Environmentally Sensitive Lands; and LDC §126.0718 Procedures for Emergency Coastal Development Permits. The application shall be submitted within 60 days of completion of the emergency work.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego – Mayor Appointed Designee

ENVIRONMENTAL DETERMINATION: Statutorily exempt from CEQA pursuant to California Public Resources Code §21080(b)(2) and (b)(4) and CEQA Guidelines Sections 15269(b)&(c)

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor Appointed Designee

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION: This emergency exemption is based on the expert opinion and findings by the Transportation & Storm Water Department. This emergency activity meets the criteria set forth in section 21080(b)(4) of the Public Resources Code and CEQA Guidelines section 15269(c) which allow for specific actions necessary to prevent or mitigate an emergency. The work will also include emergency repairs to public service facilities necessary to maintain service, which are exempt under Public Resources Code §21080(b)(2) and §15269(b) of the CEQA guidelines. The risk of flooding in this channel is considered extremely high posing an immediate threat to adjacent properties due to sediment constricting the downstream flow capacity and the accumulation of vegetation which precludes the flow of storm water through the channel. The National Weather Service forecast for March 2, 2016 indicated two storm events occurring the weekend of March 6-7, 2016 with total precipitation of 0.75 to 1.5 inches in coastal and valley areas. Based on the forecasted El Niño-influenced weather patterns bringing heavier than

normal rainfall to the San Diego region during the winter of 2015-2016, existing channel conditions, accounts and video capture of recent flooding, and visual evidence of broken concrete lining and damage to adjacent infrastructure and properties, T&SW has concluded there is an imminent threat to public health and safety from vegetation and debris within Reaches 2&3. The buildup of sediment and vegetation have obstructed storm water flows within the channel during rains earlier this year, causing recent flooding of adjacent roadways and properties. The excavation of no more than 3,250 cubic yards of sediment and debris is the minimum necessary to prevent and mitigate the emergency and will have no more than a minimal and temporary effect on the aquatic environment.

CITY PROJECT MANAGER: Gene Matter
MAILING ADDRESS: 2781 Caminito Chollas, MS 44
San Diego, CA 92105
PHONE NUMBER: (619) 527-7506

On April 15, 2016 the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this project, contact the City Project Manager listed above.

Applications to appeal CEQA determination made by staff to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**May 3, 2016**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED IN THE OFFICE OF DSD

POSTED: April 15, 2016

REPOSTED: April 19 2016

REMOVED: May 3, 2016

POSTED: M. Herrmann



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
5900 LA PLACE COURT, SUITE 100
CARLSBAD, CALIFORNIA 92008

March 3, 2015

Gene Matter, Assistant Deputy Director
City of San Diego
Transportation & Storm Water Department
Storm Water Division
2781 Caminito Chollas, MS 44
San Diego, California 92105

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Dear Mr. Matter:

I am responding to your request (SPL-2013-00432-MBS) for a Department of the Army (DA) permit for your proposed project, Sorrento Valley Channel Maintenance Project. The proposed project is located along Roselle Street (Reach 3) and Flintkote Avenue (Reach 7) in Sorrento Valley, San Diego County, California (Figures 1 and 2).

Because this project would result in a discharge of dredged and/or fill material into waters of the U.S. a DA permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) 33 Temporary Construction, Access, and Dewatering. Specifically, and as shown in the enclosed figures, you are authorized to:

- Temporarily discharge approximately 80 cubic yards of fill material (i.e., sandbag berm and/or water filled diversion dams) to facilitate channel maintenance within concrete-lined Reaches 3 and 7 of the Sorrento Valley Channel Maintenance Project. Each barrier will be constructed of water filled plastic barriers and/or sand bags; either method would also include the use of visqueen. The flow diversion will occur through a high-line bypass system and consist of intake pump(s), hoses, and a discharge filter bag. The normal channel flows will be restored to the original condition upon completion of the channel maintenance.
- Install one temporary water filled plastic barrier and/or sand bag berm, approximately 63 feet wide and five feet tall, in Reach 3 at approximately Station 22+80.1 (Figure 3) and Station 0+00 (Figure 4).
- Install one temporary water filled plastic barrier and/or sand bag berm, approximately eight feet wide and five feet tall, in Reach 7 at approximately Station 0+00, Station 4+10, and Station 10+80 (Figure 5).

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. Pursuant to 36 CFR § 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Project Manager (Meris Bantilan-Smith at 760-602-4836) and the Corps' Archeology Staff within 24 hours (Steve Dibble at 213-452-3849 or John Killeen at 213-452-3861). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 CFR § 800.13.
2. The Permittee shall ensure that water quality is maintained by incorporating the terms and conditions of the Section 401 Water Quality Certification issued by the San Diego Regional Water Quality Control Board (Certification Number R9-2013-0116) for your project, dated February 28, 2013. You must comply with the conditions specified in the Certification as special conditions to this permit.
3. The Permittee shall implement and abide by the Coastal Development Permit (A-6-NOC-11-086) dated December 17, 2013 and issued by the California Coastal Commission.
4. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
 - a. Date(s) work within waters of the U.S. was initiated and completed;
 - b. Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
 - c. Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
 - d. One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
 - e. Signed Certification of Compliance (attached as part of this permit package).

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33

CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

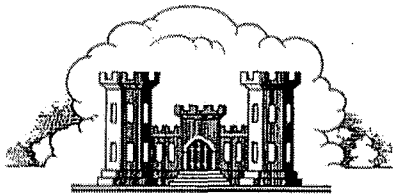
Thank you for participating in the regulatory program. If you have any questions, please contact Meris Guerrero at 760-602-4836 or via e-mail at Meris.Guerrero@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

A handwritten signature in cursive script that reads "Therese O. Bradford".

Therese O. Bradford
Chief, South Coast Branch

Enclosures



LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS

CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT

Permit Number: *SPL-2013-00432-MBS*

Name of Permittee: *Gene Matter, City of San Diego*

Date of Issuance: *March 3, 2015*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

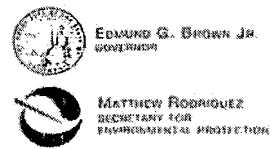
1) Email a digital scan of the signed certificate to Meris.Guerrero@usace.army.mil
OR

2) Mail the signed certificate to
U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2013-00432-MBS
5900 La Place Court, Suite 100
Carlsbad, California 92008

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(1)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

Date



California Regional Water Quality Control Board, San Diego Region

February 28, 2014

Certified Mail – Return Receipt Requested
Article Number: 7011 0470 0002 8961 8163

Mr. Kris McFadden
City of San Diego
Transportation and Storm Water Department
9370 Chesapeake Drive, Suite 100 MS 1900
San Diego, CA 92123

In reply/refer to:
795829: amonji

Subject: Clean Water Act Section 401 Water Quality Certification No. R9-2013-0116
for the Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance
Project

Mr. McFadden:

Enclosed find Clean Water Act Section 401 Water Quality Certification No. R9-2013-0116
(Certification) issued by the California Regional Water Quality Control Board, San Diego
Region (San Diego Water Board) in response to the application submitted by City of San Diego
(City) for the Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance Project
(Project). A description of the Project and Project location can be found in the Certification and
site maps which are included as attachments to the Certification.


The City is enrolled under State Water Resources Control Board Order No. 2003-017-DWQ as
a condition of the Certification and is required to implement and comply with all terms and
conditions of the Certification in order to ensure that water quality standards are met for the
protection of wetlands and other aquatic resources. Failure to comply with this Certification
may subject the City to enforcement actions by the San Diego Water Board including
administrative enforcement orders requiring the City to cease and desist from violations or to
clean up waste and abate existing or threatened conditions of pollution or nuisance;
administrative civil liability in amounts of up to \$10,000 per day per violation; referral to the
State Attorney General for injunctive relief; and, referral to the District Attorney for criminal
prosecution.

Any petition for reconsideration of this Certification must be filed with the State Water
Resources Control Board within 30 days of certification action pursuant to section 3867 of
Title 23 of the California Code of Regulations (23 CCR). If no petition is received, it will be
assumed that the City has accepted and will comply with all terms and conditions of the
Certification.



In the subject line of any response, please include reference number 795829:amonji. For questions or comments, please contact Alan Monji by telephone at (619) 521-3968 or by email at Alan.Monji@waterboards.ca.gov.

Respectfully,


James G. Smith, AEO
for DAVID W. GIBSON
Executive Officer

Enclosure:

Clean Water Act Section 401 Water Quality Certification No. R9-2013-0116 for the Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance Project

DWG:jgs:db:kd:atm

cc:

Meris Bantilan-Smith
U.S. Army Corps of Engineers
Meris.Bantilan-Smith@usace.army.mil

Kelly Fisher
California Department of Fish and Wildlife
Kfisher@wildlife.ca.gov

U.S. EPA, OWOW, Region 9
75 Hawthorne St.
San Francisco, CA 94105
R9-WTR8-Mailbox@epa.gov

Tricia Wotipka
Dudek
Twotipka@dudek.com

U.S. EPA, OWOW, Region 9
R9-WTR8-Mailbox@epa.gov

State Water Resources Control Board, Division of Water Quality
401 Water Quality Certification and Wetlands Unit
Stateboard401@waterboards.ca.gov

Tech Staff Info & Use	
Certification No.	R9-2013-0116
Party ID	39658
WDID	9 000002620
Regulatory ID	391373
Place ID	795829
Person ID	531423

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION**

2375 Northside Drive, Suite 100, San Diego, CA 92108
Phone (619) 516-1990 • Fax (619) 516-1994
<http://www.waterboards.ca.gov/sandiego/>

Clean Water Act Section 401 Water Quality Certification
and Waste Discharge Requirements
for Discharge of Dredged and/or Fill Materials

PROJECT: Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance
Certification Number R9-2013-0116
WDID: 9 00002620

Reg. Meas. ID: 391373 Place ID: 795829 Party ID: 39658 Person ID: 531423

APPLICANT: City of San Diego
Transportation and Storm Water Department
9370 Chesapeake Drive, Suite 100 MS 1900
San Diego, CA 92123

ACTION:

<input type="checkbox"/> Order for Low Impact Certification	<input type="checkbox"/> Order for Denial of Certification
<input checked="" type="checkbox"/> Order for Technically-conditioned Certification	<input type="checkbox"/> Waiver of Waste Discharge Requirements
<input checked="" type="checkbox"/> Enrollment in SWRCB GWDR Order No. 2003-017 DWQ	<input type="checkbox"/> Enrollment in Isolated Waters Order No. 2004-004 DWQ

PROJECT DESCRIPTION

An application dated June 14, 2013 was submitted by the City of San Diego Transportation & Storm Water Department (hereinafter Applicant), for Water Quality Certification pursuant to section 401 of the Clean Water Act (33 U.S.C. § 1341) for the proposed Soledad Canyon/Sorrento Creek-Flintkote Channel Maintenance Project (Project). The California Regional Water Quality Control Board, San Diego Region (San Diego Water Board) deemed the application to be complete on December 9, 2013. The Applicant proposes to discharge dredged or fill material to waters of the United States and/or State associated with channel maintenance activities at the Project site.

The Project is located in northwestern San Diego in the community of Torrey Pines at the Interstate 5/Interstate 805 interchange within the City of San Diego's Coastal Overlay Zone and Torrey Pines Community Plan and Local Coastal Program (LCP). The major drainage facilities that serve the region consist of the Soledad Canyon Creek Channel (Sorrento Creek Channel or Reach 3), the Los Peñasquitos Creek channel, the 11000 Roselle Street/11100 Flintkote Avenue Channel (Flintkote Channel or Reach 7), and the Dunhill Street at Roselle Street Channel (Dunhill Street Channel). The Project center reading for the Soledad Canyon/Sorrento Creek reach (Reach 3) is located at latitude 32°53'58"N and longitude 117°13'20"W. The Project center reading for the Flintkote Channel (Reach 7) is located at latitude 32°54'15"N and longitude 117°13'49"W. The Applicant must pay all required fees for

this Certification, in the amount of \$31,907.00, prior to the start of project construction. On June 20, 2014, the San Diego Water Board provided public notice of the Project application pursuant to California Code of Regulations, title 23, section 3858 by posting information describing the Project on the San Diego Water Board's web site and providing a period of twenty-one days for public review and comment. No comments were received.

The Applicant proposes to remove up to 8,000 cubic yards of accumulated vegetation and sediment from the concrete-lined portion of Soledad Canyon/Sorrento Creek Channel (Reach 3) annually, and up to 300 cubic yards of accumulated vegetation and sediment from the concrete-lined Flintkote Channel (Reach 7) annually. Post construction Best Management Practices (BMPs) are not anticipated to be needed for the channel maintenance activities.

The Project will use clear water diversion structures to divert dry weather flows in the Sorrento Creek channel around the phased work areas to facilitate channel maintenance. Within Reach 3 the first clear water diversion will begin at the upstream end of the Sorrento Valley Road Bridge and terminate at the downstream end of the Project. In addition to dry weather flows from the upstream watershed, the first maintenance area (Reach 3A, 3B, and 3C) has standing water likely due to the need for maintenance in Reach 2 (off-site). The flow diversion will consist of a high-line bypass system comprised of 4 or 6-inch pumps with a 6-inch diameter hose. The diverted and dewatering flows will be discharged back into the channel at the downstream end of the channel maintenance area just past the flow diversion structure in the Reach 3 (concrete channel) area. Flows will be discharged back into the creek at a rate of 4 cubic feet per second (cfs). Because the proposed flow rates at the discharge point are minimal, downstream erosion is not expected to occur.

A sediment filter bag will be used at the end of the diversion hose to remove any sediment from the flows as well as decrease the velocity. The exact location will be coordinated with the project biologist to minimize environmental impacts. The second clear water diversion will create a maintenance area (Reach 3D) immediately upstream of the first maintenance area. The diversion will be placed upstream of "Access & Loading Area 3B" and the dry weather flows will be pumped to the recently cleaned area underneath Sorrento Valley Road Bridge. Dewatering may be required in the second maintenance area depending on dry weather flows from storm drain outfalls into the channel. The flow diversion systems are anticipated to operate continuously due to the constant dry weather flows from the upstream watershed. The dewatering portion of the system will only operate as needed. The flow diversion structures are proposed to consist of a combination of water filled plastic barriers, sand bags, and visqueen. They shall not be wider than four feet at the base or over five feet tall. Maintenance work will be suspended and the system will be removed from the channel in the event of forecasted wet weather as indicated in the City of San Diego's *Water Pollution Control Plan for Sorrento Channels Reaches 3 and 7 Maintenance Project, Weather Triggered Action Plan* section.

Within Reach 7, crews will vector (vacuum) any standing water at the upstream end to capture incoming flows and install temporary check dams, as a BMP, at the downstream end of each maintenance section. The normal channel flows will be restored to the original condition upon completion of the channel maintenance.

The Project application includes a description of the design objectives, operation, and degree of treatment expected to be attained from equipment, facilities, or activities (including construction and post-construction BMPs) to treat waste and reduce runoff or other effluents which may be discharged. Compliance with the Certification conditions will help ensure that construction and post-construction discharges from the Project will not cause on-site or off-site downstream erosion, damage to downstream properties, or otherwise damage stream habitats in violation of water quality standards in the Water Quality Control Plan for the San Diego Basin (9) (Basin Plan).

Channel maintenance will permanently impact 0.81 acre (1,802 linear feet) of freshwater marsh located in a concrete lined stream channel and 2.65 acres (1,478 linear feet) of unvegetated concrete lined stream channel. Impacts to these aquatic resources are associated with the use of mechanized equipment and the removal of accumulated sediment and vegetation from the channel bottoms of Reaches 3 and 7. The Applicant performed a detailed review of as-built records, previous preliminary hydraulic analyses, San-GIS topography, ESRI ArcGIS aerial imagery, field survey data from previous channel maintenance activities, and other sources to determine the maintenance needs of Reaches 3 and 7. The Applicant reports that the maintenance regime as it is currently proposed is the minimum necessary to restore improved flood flow and provide critical flood protection to adjacent roads, businesses, and infrastructure. There are no alternatives available that would avoid or result in less adverse impacts to aquatic resources.

The draft *Los Peñasquitos Canyon Preserve Conceptual Wetland Enhancement Plan* dated October 24, 2013, prepared by URS and the *El Cuervo del Sur Conceptual Wetland Habitat Mitigation and Monitoring Plan* dated October 24, 2013 prepared by URS Corporation (hereinafter referred to collectively as the Mitigation Plans), describe the enhancement and establishment mitigation that will be provided for three City of San Diego channel maintenance Projects including: this Project; the future Mission Bay High School project; and the future Tripp and Industrial Area project. Water Quality Certification applications for the Mission Bay High School and the Tripp and Industrial Area channel maintenance projects have not been submitted to the San Diego Water Board. Following submittal of the applications the San Diego Water Board will determine the impacts to waters of the United States and/or State attributable to these projects and the necessary compensatory mitigation.

The overall mitigation package for all three projects will occur within the Los Peñasquitos watershed and will include a total of 6.64 acres (3,750 LF) of wetland enhancement and 2.3 acres (560 LF) of wetland establishment. The Applicant reports that 3.82 acres of wetland enhancement mitigation from the overall mitigation package will be utilized as compensatory mitigation for the permanent loss of 0.81 acres of freshwater marsh habitat associated with the Project. Additionally, a portion of the remaining overall mitigation package, 1.91 acres of wetland establishment and 5.53 acres of wetland enhancement, will be utilized to meet mitigation requirements established by the City of San Diego and the California Coastal Commission for 1.91 acres of wetland impacts that occurred in Reaches 3 and 7 during emergency channel maintenance work conducted in 2011. The 2011 emergency channel maintenance work was authorized by enrollment under the State Water Resource Control Board Water Clean Water Act Section 401 Water Quality Certification for emergency actions permitted by U.S. Army Corps of Engineers' Regional General Permit 63 for Repair and

Protection Activities in Emergency Situations. The Project impacts of 0.81 acres are within the same footprint as the 1.91 acres of wetland impacts that occurred in 2011. The remaining available mitigation acreage for future channel maintenance projects is 2.3 acres of wetland establishment and 1.11 acres of wetland enhancement.

The enhancement mitigation proposed for the overall mitigation package, including the 3.82 acres of enhancement required for this Project, is located within the Los Peñasquitos Canyon Preserve along sections of Los Peñasquitos and Lopez Canyon Creeks within the Peñasquitos Hydrologic Unit. The establishment mitigation proposed for the overall mitigation package is located within Los Peñasquitos Canyon adjacent to Los Peñasquitos Creek.

The proposed Project is the first channel maintenance project within the Los Peñasquitos watershed permitted under the City of San Diego's Master Storm Water System Maintenance Program (MMP) and the associated Coastal Development Permit (CDP) issued by the California Coastal Commission. The Applicant has submitted the two mitigation plans mentioned above to cover all mitigation requirements for the Project as well as the anticipated mitigation requirements for the Mission Bay High School and Trip and Industrial Channel Maintenance Areas projects. The Mitigation Plans have been submitted to the San Diego Water Board and will be implemented as part of this Project. However, adequate compensatory mitigation for impacts attributable to the future Mission Bay High School and Trip and Industrial Channel Maintenance Areas projects will be determined during evaluation of the Water Quality Certification applications for these projects.

The enhancement of 3.82 acre of waters of the United States and/or State required by this Certification will proceed in accordance with the Mitigation Plans. Any subsequent versions of the Mitigation Plans are subject to approval by the San Diego Water Board. The Mitigation Plans are incorporated in this Certification by reference as if set forth herein. The Mitigation Plans provide for implementation of compensatory mitigation which offsets adverse water quality impacts attributed to the Project in a manner that protects and restores the abundance, types and conditions of aquatic resources and supports their beneficial uses. Implementation of the Mitigation Plans will reduce significant environmental impacts to resources within the San Diego Water Board's purview to a less than significant level. Based on all of these considerations, implementation of the Mitigation Plans will adequately compensate for the loss of beneficial uses and habitat within waters of the United States and/or State attributable to the Project.

Additional Project details are provided in Attachments 1 through 5 of this Certification.

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Attachments:

1. Definitions
2. Project Location Maps
3. Project Site Plans
4. Mitigation Figures
5. CEQA Mitigation Monitoring and Reporting Program

I. STANDARD CONDITIONS

Pursuant to section 3860 of title 23 of the California Code of Regulations, the following three standard conditions apply to all water quality certification actions:

- A. This Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and chapter 28, article 6 (commencing with title 23, section 3867), of the California Code of Regulations.
- B. This Certification action is not intended and shall not be construed to apply to any discharge from any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to California Code of Regulations title 23, section 3855 subdivision (b), and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- C. This Certification action is conditioned upon total payment of any fee required under title 23, chapter 28 (commencing with section 3830) of California Code of Regulations and owed by the applicant.

II. GENERAL CONDITIONS

- A. **Term of Certification.** Water Quality Certification No. R9-2013-0116 (Certification) shall expire upon a) the expiration or retraction of the Clean Water Act section 404 (33 U.S.C. §1344) permit issued by the U.S. Army Corps of Engineers for this Project, or b) five (5) years from the date of issuance of this Certification, whichever occurs first.
- B. **Duty to Comply.** The Applicant must comply with all conditions and requirements of this Certification. Any Certification noncompliance constitutes a violation of the Water Code and is grounds for enforcement action or Certification termination, revocation and reissuance, or modification.
- C. **General Waste Discharge Requirements.** The requirements of this Certification are enforceable through Water Quality Order No. 2003-0017-DWQ, *Statewide General Waste Discharge Requirements for Discharges of Dredged or Fill Material that have Received State Water Quality Certification* (Water Quality Order No. 2003-0017-DWQ). This provision shall apply irrespective of whether a) the federal permit for which the Certification was obtained is subsequently retracted or is expired, or b) the Certification is expired. Water Quality Order No. 2003-0017-DWQ is accessible at:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/generalorders/gowdr401regulated_projects.pdf

- D. Project Conformance with Application.** All water quality protection measures and BMPs described in the application and supplemental information for water quality certification are incorporated by reference into this Certification as if fully stated herein. Notwithstanding any more specific conditions in this Certification, the Applicant shall construct, implement and comply with all water quality protection measures and BMPs described in the application and supplemental information. The conditions within this Certification shall supersede conflicting provisions within the application and supplemental information submitted as part of this Certification action.
- E. Project Conformance with Water Quality Control Plans or Policies.** Notwithstanding any more specific conditions in this Certification, the Project shall be constructed in a manner consistent with the Basin Plan and any other applicable water quality control plans or policies adopted or approved pursuant to the Porter Cologne Water Quality Act (Division 7, commencing with Water Code Section 13000) or section 303 of the Clean Water Act (33 U.S.C §1313.)
- F. Project Modification.** The Applicant must submit any changes to the Project, including Project operation, which would have a significant or material effect on the findings, conclusions, or conditions of this Certification, to the San Diego Water for prior review and written approval. If the San Diego Water Board is not notified of a significant change to the Project, it will be considered a violation of this Certification.
- G. Certification Distribution Posting.** During Project construction, the Applicant must maintain a copy of this Certification at the Project site. This Certification must be available at all times to site personnel and agencies. A copy of this Certification shall also be provided to any contractor or subcontractor performing construction work, and the copy shall remain in their possession at the Project site.
- H. Inspection and Entry.** The Applicant must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents as may be required under law, to:
1. Enter upon the Project or Compensatory Mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this Certification;
 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Certification;
 3. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Certification; and

4. Sample or monitor, at reasonable times, for the purposes of assuring Certification compliance, or as otherwise authorized by the Clean Water Act or Water Code, any substances or parameters at any location.
- I. **Enforcement Notification.** In the event of any violation or threatened violation of the conditions of this Certification, the violation or threatened violation shall be subject to any remedies, penalties, process or sanctions as provided for under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification.
- J. **Certification Actions.** This Certification may be modified, revoked and reissued, or terminated for cause including but not limited to the following:
 1. Violation of any term or condition of this Certification;
 2. Monitoring results indicate that continued Project activities could violate water quality objectives or impair the beneficial uses of the Soledad Creek, Sorrento Creek, and Los Penasquitos Creek or their tributaries;
 3. Obtaining this Certification by misrepresentation or failure to disclose fully all relevant facts;
 4. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge; and
 5. Incorporation of any new or revised water quality standards and implementation plans adopted or approved pursuant to the Porter-Cologne Water Quality Control Act or section 303 of the Clean Water Act.

The filing of a request by the Applicant for modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any Certification condition.

- K. **Duty to Provide Information.** The Applicant shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Certification or to determine compliance with this Certification.
- L. **Property Rights.** This Certification does not convey any property rights of any sort, or any exclusive privilege.

III. CONSTRUCTION BEST MANAGEMENT PRACTICES

- A. **Approvals to Commence Construction.** The Applicant shall not commence Project construction until all necessary federal, state, and local approvals are obtained.
- B. **Personnel Education.** Prior to the start of the Project, and annually thereafter, the Applicant must educate all personnel on the requirements in this Certification, pollution prevention measures, spill response measures, and BMP implementation and maintenance measures.
- C. **Spill Containment Materials.** The Applicant must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.
- D. **Water Pollution Control Plan.** The Project must be designed to comply with the City of San Diego's *Water Pollution Control Plan for Sorrento Channels Reaches 3 and 7 Maintenance Project, October 11, 2013*, prepared by URS Corporation.
- E. **General Construction Storm Water Permit.** Prior to start of Project construction, the Applicant must, as applicable, obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the *General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity*, (General Construction Storm Water Permit) and any reissuance. If Project construction activities do not require coverage under the General Construction Storm Water Permit, the Applicant must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.
- F. **Waste Management.** The Applicant must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, state, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff. The storage, handling, treatment, or disposal of waste shall not create conditions of pollution, contamination or nuisance as defined in Water Code section 13050. Upon Project completion, all Project generated debris, building materials, excess material, waste, and trash shall be removed from the Project site(s) for disposal at an authorized landfill or other disposal site in compliance with federal, state and local laws and regulations.
- G. **Waste Management.** Except for a discharge permitted under this Certification, the dumping, deposition, or discharge of trash, rubbish, unset cement or asphalt, concrete, grout, damaged concrete or asphalt, concrete or asphalt spoils, wash water, organic or earthen material, steel, sawdust or other construction debris waste from Project activities directly into waters of the United States and or State, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited.

- H. **Downstream Erosion.** Discharges of concentrated flow during construction or after Project completion must not cause downstream erosion or damage to properties or stream habitat.
- I. **Construction Equipment.** All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. All equipment used in direct contact with surface water shall be steam cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generator, etc.) shall be positioned over drip pans or other types of containment.
- J. **Process Water.** Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm water runoff flows. Pollutants discharged to areas within a stream diversion must be removed at the end of each work day or sooner if rain is predicted.
- K. **Surface Water Diversion.** All surface waters, including ponded waters, must be diverted away from areas of active grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving water. Diversion activities must not result in the degradation of beneficial uses or exceedance of the receiving water quality objectives. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.
- L. **Re-vegetation and Stabilization.** All areas that have 14 or more days of inactivity must be stabilized within 14 days of the last activity. The Applicant shall implement and maintain BMPs to prevent erosion of the rough graded areas. After completion of grading, all areas must be re-vegetated with native species appropriate for the area. The re-vegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be accessed at <http://www.cal-ipc.org/paf/>.
- M. **Hazardous Materials.** Except as authorized by this Certification, substances hazardous to aquatic life including, but not limited to, petroleum products, unused cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each Project activity involving hazardous materials.
- N. **Vegetation Removal.** Removal of vegetation must occur by hand, mechanically, or through application of United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to minimize adverse effects to beneficial uses of waters of the United States and/or State. Discharges related to the application of aquatic pesticides within waters of the United States must be done in compliance with State Water Resources Control Board Water Quality Order No. 2004-

0009-DWQ, the *Statewide General National Pollution Discharge Elimination System Permit for the Discharge of Aquatic Weed Control in Waters of the United States*, and any subsequent reissuance as applicable.

- O. **Limits of Disturbance.** The Applicant shall clearly define the limits of Project disturbance to waters of the United States and/or State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.
- P. **On-site Qualified Biologist.** The Applicant shall designate an on-site qualified biologist to monitor Project construction activities within or adjacent to waters of the United States and/or State to ensure compliance with the Certification requirements. The biologist shall be given the authority to stop all work on-site if a violation of this Certification occurs or has the potential to occur. Records and field notes of the biologist's activities shall be kept on-site and made available for review upon request by the San Diego Water Board.
- Q. **Beneficial Use Protection.** The Applicant must take all necessary measures to protect the beneficial uses of waters of Soledad Creek, Sorrento Creek, and Los Penasquitos Creek. This Certification requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to surface waters (including rivers or streams) occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately and the San Diego Water Board shall be notified in accordance with Notification Requirement VII.A of this Certification. Associated Project activities may not resume without approval from the San Diego Water Board.

IV. PROJECT IMPACTS AND COMPENSATORY MITIGATION

- A. **Project Impact Avoidance and Minimization.** The Project must avoid and minimize adverse impacts to waters of the United States and/or State to the maximum extent practicable.
- B. **Project Impacts and Compensatory Mitigation.** Unavoidable Project impacts to Sorrento Creek, Soledad Creek, Los Penasquitos Creek, and their unnamed tributaries within the Penasquitos Watershed must not exceed the type and magnitude of impacts described in the table below. At a minimum, compensatory mitigation required to offset unavoidable temporary and permanent Project impacts to waters of the United States and/or State must be achieved as described in Table 1 below:

Table 1

Permanent Impacts	Impacts (acres)	Impacts (linear ft.)	Mitigation for Impacts (acres)	Mitigation Ratio (area mitigated :area impacted)	Mitigation for Impacts (linear ft.)	Mitigation Ratio (linear feet mitigated :linear feet impacted)
Streambed – Concrete Lined Channel	2.65	1,478	0	NA	0	NA
Wetland – Concrete Lined Channel	0.81	1,802	3.82 ^{1,2} Enhancement	2:1 ¹	3,750 ^{1,2,3}	2.1:1

1. This mitigation covers the previous impacts of 1.91 acres that occurred attributable to emergency channel maintenance work conducted under prior Certification in 2011 at a 2:1 ratio. The current impacts of 0.81 acre are within the same impact footprint as the 1.91 acre impact that occurred during 2011; therefore mitigation for the current Project impacts is satisfied by the same mitigation as that required for the 2011 impacts.
2. The total length of the mitigation site is 3,750 LF.
3. The wetland enhancement mitigation site will be located within the Los Penasquitos Canyon Preserve.

C. Other Project Related Mitigation. For impacts that occurred in Reaches 3 and 7 during the 2011 emergency channel maintenance project, the City of San Diego and the California Coastal Commission required compensatory mitigation, summarized in Table 2 below, to offset unavoidable temporary and permanent project impacts to waters of the United States and/or State. The mitigation summarized in Table 2 below must also be achieved to offset unavoidable temporary and permanent impacts attributable to the Project covered under this Certification to waters of the United States and/or State:

Table 2

	Mitigation to comply with City of San Diego and California Coastal Commission requirements ¹	
	Wetland Establishment – El Cuervo Del Sur Site	Wetland Enhancement – Los Penasquitos Canyon Preserve Site
Sorrento Valley Area Project, Concrete Lined Channels Reach 3 and 7	1.91 acres ^{2,3} 560 LF ⁴	5.53 acres ^{2,3} 3,750 LF ⁴

1. Permits issued by the City of San Diego and the California Coastal Commission both required mitigation ratios in excess of 1:1 with a "no net loss" requirement. To fulfill these requirements, a combination of wetland establishment and enhancement will be implemented.
2. The City of San Diego, California Coastal Commission and the San Diego Water Board are requiring mitigation for impacts in the concrete-lined areas of Sorrento Channel.
3. Remaining available mitigation acreage for future channel maintenance projects is 2.3 acres of wetland establishment and 1.11 acres of wetland enhancement.

4. The total length of the Los Penasquitos Canyon Preserve Mitigation Site is 3,750 LF. The total length of the El Cuervo Del Sur Mitigation Site is 560 LF.

- D. Compensatory Mitigation Plan Implementation.** The Applicant must fully and completely implement the Mitigation Plans; any deviations from, or revisions to, the Mitigation Plans must be pre-approved by the San Diego Water Board.
- E. Performance Standards.** Compensatory mitigation required under this Certification shall be considered as achieved once it has met the ecological success performance standards contained in the Mitigation Plans to the satisfaction of the San Diego Water Board.
- F. Compensatory Mitigation Site Design.** The compensatory mitigation site(s) shall be designed, to the maximum extent practicable, to be self-sustaining once performance standards have been achieved. This includes minimization of active engineering features (e.g., pumps) and appropriate siting to ensure that natural hydrology and landscape context support long-term sustainability in conformance with the following conditions:
1. Most of the channels through the mitigation sites shall be characterized by equilibrium conditions, with no evidence of severe aggradation or degradation;
 2. As viewed along cross-sections, the channel and buffer area(s) shall have a variety of slopes, or elevations, that are characterized by different moisture gradients. Each sub-slope shall contain physical patch types or features that contribute to irregularity in height, edges, or surface and to complex topography overall; and
 3. The mitigation sites shall have a well-developed plant community characterized by a high degree of horizontal and vertical interspersions among plant zones and layers.
- G. Temporary Project Impact Areas.** The Applicant must restore all areas of temporary impacts and all other areas of temporary disturbance which could result in a discharge or a threatened discharge of pollutants to waters of the United States and/or State. Restoration must include grading of disturbed areas to pre-project contours and re-vegetation with native species. The Applicant must implement all necessary BMPs to control erosion and runoff from areas associated with the Project.
- H. Long Term Management and Maintenance.** The compensatory mitigation site(s), must be managed, protected, and maintained, in perpetuity, in conformance with the long term management plan and the final ecological success performance standards identified in the Mitigation Plans. The aquatic habitats, riparian areas, buffers and uplands that comprise the mitigation site(s) must be protected in perpetuity from land-use and maintenance activities that may threaten water quality or beneficial uses within the mitigation area(s) in a manner consistent with the following requirements:
1. Any maintenance activities on the mitigation site(s) that do not contribute to the success of the mitigation site(s) and enhancement of beneficial uses and ecological

functions and services are prohibited;

2. Maintenance activities must be limited to the removal of trash and debris, removal of exotic plant species, replacement of dead native plant species, and remedial measures deemed necessary for the success of the compensatory mitigation project;
 3. The Mitigation site(s) must be maintained, in perpetuity, free of perennial exotic plant species including, but not limited to, pampas grass, giant reed, tamarisk, sweet fennel, tree tobacco, castor bean, and pepper tree. Annual exotic plant species must not occupy more than 5 percent of the mitigation site(s); and
 4. If at any time a catastrophic natural event (e.g., fire, flood) causes damage(s) to the mitigation site(s) or other deficiencies in the compensatory mitigation project, the Applicant must take prompt and appropriate action to repair the damage(s) including replanting the affected area(s) and address any other deficiencies. The San Diego Water Board may require additional monitoring by the Applicant to assess how the compensatory mitigation site(s) or project is responding to a catastrophic natural event.
- I. **Timing of Mitigation Site Construction.** The construction of proposed mitigation must be completed no later than 18 months following the start of Project construction. Delays in implementing mitigation must be compensated for by an increased mitigation implementation of 10% of the cumulative compensatory mitigation for each month of delay.
- J. **Mitigation Site(s) Preservation Mechanism.** Within 60 days from the start of Project construction, the Applicant must provide the San Diego Water Board a draft preservation mechanism (e.g. deed restriction, conservation easement, etc.) that will protect all mitigation areas and their buffers in perpetuity. Within 180 days of the issuance of this Certification, the Applicant must submit proof of a completed final preservation mechanism that will protect all mitigation areas and their buffers in perpetuity. The conservation easement, deed restriction, or other legal limitation on the mitigation properties must be adequate to demonstrate that the sites will be maintained without future development or encroachment on the sites which could otherwise reduce the functions and values of the sites for the variety of beneficial uses of waters of the of the United States and/ or State that it supports. The legal limitation must prohibit, without exception, all residential, commercial, industrial, institutional, and transportation development, and any other infrastructure development that would not maintain or enhance the wetland and streambed functions and values of the sites. The preservation mechanism must clearly prohibit activities that would result in soil disturbance or vegetation removal, other than the removal of non-native vegetation. Other infrastructure development to be prohibited includes, but is not limited to, additional utility lines, maintenance roads, and areas of maintained landscaping for recreation.

V. MONITORING AND REPORTING REQUIREMENTS

- A. **Representative Monitoring.** Samples and measurements taken for the purpose of monitoring under this Certification shall be representative of the monitored activity.
- B. **Monitoring Reports.** Monitoring results shall be reported to the San Diego Water board at the intervals specified in section VI of this Certification.
- C. **Monitoring and Reporting Revisions.** The San Diego Water Board may make revisions to the monitoring program at any time during the term of this Certification and may reduce or increase the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.
- D. **Records of Monitoring Information.** Records of monitoring information shall include:
- a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used; and
 - f. The results of such analyses.
- E. **Functional Assessment of Mitigation Sites.** A function assessment of the mitigation sites must be performed in order to assess the current and potential ecological conditions (ecological integrity) of the mitigation sites. These conditions reflect the overall level of ecological function of an aquatic resource. Within 30 days of initiating Project construction, the Applicant shall develop and submit, for San Diego Water Board approval, a monitoring plan that implements either California Rapid Assessment Method (CRAM) monitoring or a similar functional assessment monitoring method appropriate for the mitigation sites. The Applicant must conduct a quantitative function-based assessment of the health of streambed/wetland habitat to establish pre-project baseline conditions, set success criteria, and assess the mitigation sites progress towards meeting the success criteria established in the Mitigation Plans. Monitoring must be conducted within 60 days from start of Project construction authorized under this Certification and annually following construction completion for a period of five years. The annual monitoring results shall be submitted with the Annual Progress Report. An evaluation, interpretation, and tabulation of all assessment data shall be submitted with the appropriate Annual Project Monitoring Report.
- F. **Annual Project Progress Reports.** The Applicant must submit annual Project progress reports describing status of the Project and compliance with all requirements of this Certification to the San Diego Water Board prior to **May 1** of each year following

the issuance of this Certification, until the Project has reached completion. The report must include the following information:

1. The names, qualifications, and affiliations of the persons contributing to the report;
2. The status, progress, and anticipated schedule for completion of Project construction activities including the installation and operational status of best management practices project features for erosion and storm water quality treatment;
3. A description of Project construction delays encountered or anticipated that may affect the schedule for construction completion;
4. A description of each incident of noncompliance during the annual monitoring period and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and
5. The Applicant must submit Annual Project Progress Reports even if channel maintenance activities do not occur within the reporting period.

H. Annual Compensatory Mitigation Monitoring Report. The Applicant must submit compensatory mitigation monitoring reports, annually, by **May 1** of each year containing sufficient information to demonstrate how the compensatory mitigation project is progressing towards accomplishing its objectives and meeting its performance standards. Mitigation monitoring reports must be submitted annually for a period of not less than five years, sufficient to demonstrate that the compensatory mitigation project has accomplished its objectives and met ecological success performance standards contained in the Mitigation Plans. Following Project implementation the San Diego Water Board may reduce or waive compensatory mitigation monitoring requirements upon a determination that performance standards have been achieved. Conversely the San Diego Water Board may extend the monitoring period beyond five years upon a determination that the performance standards have not been met or the compensatory mitigation project is not on track to meet them.

The monitoring reports must include, but not be limited to, the following information:

1. Names, qualifications, and affiliations of the persons contributing to the report;
2. An evaluation, interpretation, and tabulation of the parameters being monitored, including the results of the Mitigation Plan monitoring program, and all quantitative and qualitative data collected in the field;
3. A description of the mitigation site(s):
 - a. Detritus cover;
 - b. General topographic complexity characteristics;

- c. General upstream and downstream habitat and hydrologic connectivity; and
 - d. Source of hydrology;
4. Monitoring data interpretations and conclusions as to how the compensatory mitigation project(s) is progressing towards meeting performance standards and whether the performance standards have been met;
 5. A description of the progress toward implementing a plan to manage the compensatory mitigation project after performance standards have been achieved to ensure the long term sustainability of the resource in perpetuity, including a discussion of long term financing mechanisms, the party responsible for long term management, and a timetable for future steps;
 6. Qualitative and quantitative comparisons of current mitigation conditions with pre-construction conditions and previous mitigation monitoring results, including the results of the functional assessment monitoring required under section V.E of this Certification;
 7. Stream photo documentation must be conducted prior to, during, and after mitigation project construction in accordance with guidelines posted at http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/StreamPhotoDocSOP.pdf. In addition, photo documentation must include Geographic Positioning System (GPS) coordinates for each of the photo points referenced;
 8. A qualitative comparison to adjacent preserved streambed areas;
 9. As-built drawings of the compensatory mitigation project site(s), no bigger than 11"X17"; and
 10. A survey report documenting boundaries of the compensatory mitigation site(s).
- J. **Reporting Authority.** The submittal of information required under this Certification, or in response to a suspected violation of any condition of this Certification, is required pursuant to Water Code section 13267 and 13383. Civil liability may be administratively imposed by the San Diego Water Board for failure to submit information pursuant to Water Code sections 13268 or 13385.
- K. **Electronic and Paper Media Documents.** The Applicant must submit all reports and information required under this Certification in both hardcopy (paper) and electronic format. The preferred electronic format for each report submission is one file in PDF format that is also Optical Character Recognition (OCR) capable. All paper and electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: Certification No. R9-2013-0116; PIN 795829.

- L. Document Signatory Requirements.** All applications, reports, or information submitted to the San Diego Water Board must be signed as follows:
1. For a corporation, by a responsible corporate officer of at least the level of vice president.
 2. For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.
 4. A duly authorized representative may sign applications, reports, or information if:
 - a. The authorization is made in writing by a person described above.
 - b. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c. The written authorization is submitted to the San Diego Water Board Executive Officer.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

- M. Document Certification Requirements.** All applications, reports, or information submitted to the San Diego Water Board must be certified as follows:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

- N. Document Submittal Address.** The Applicant must submit reports required under this Certification, or other information required by the San Diego Water Board, to:

Executive Officer
California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification No. R9-2013-0116: PIN 795829
2375 Northside Drive, Suite 100
San Diego, California 92108

VI. NOTIFICATION REQUIREMENTS

- A. **Twenty Four Hour Non-Compliance Reporting.** The Applicant shall report any noncompliance which may endanger health or the environment. Any such information shall be provided orally to the San Diego Water Board within **24 hours** from the time the Applicant becomes aware of the circumstances. A written submission shall also be provided within five days of the time the Applicant becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The San Diego Water Board, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- B. **Hazardous Substance Discharge.** Except for a discharge which is in compliance with this Certification, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, shall as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the County of San Diego, in accordance with California Health and Safety Code section 5411.5 and the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.17), and immediately notify the State Water Board or the San Diego Water Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of section 13271 of the Water Code unless the Applicant is in violation of a Basin Plan prohibition.
- C. **Oil or Petroleum Product Discharge.** Except for a discharge which is in compliance with this Certification, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the California Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Government Code Title 2, Division 1, Chapter 7, Article 3.7 (commencing with section 8574.1). This requirement does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Clean Water Act section 311, or the discharge is in violation of a Basin Plan prohibition.
- D. **Anticipated Noncompliance.** The Applicant shall give advance notice to the San Diego Water Board of any planned changes in the Project or the Compensatory Mitigation project which may result in noncompliance with Certification conditions or requirements.

E. **Transfers.** This Certification is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:

1. **Transfer of Property Ownership:** The Applicant must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, but not be limited to, a statement that the Applicant has provided the purchaser with a copy of the Section 401 Water Quality Certification and that the purchaser understands and accepts the certification requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification to the San Diego Water Board **within 10 days of the transfer of ownership.**
2. **Transfer of Mitigation Responsibility:** Any notification of transfer of responsibilities to satisfy the mitigation requirements set forth in this Certification must include a signed statement from an authorized representative of the new party (transferee) demonstrating acceptance and understanding of the responsibility to comply with and fully satisfy the mitigation conditions and agreement that failure to comply with the mitigation conditions and associated requirements may subject the transferee to enforcement by the San Diego Water Board under Water Code section 13385, subdivision (a). Notification of transfer of responsibilities meeting the above conditions must be provided to the San Diego Water Board **within 10 days of the transfer date.**
3. **Transfer of Post-Construction BMP Maintenance Responsibility:** The Applicant assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Applicant must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. The Applicant must provide such notification to the San Diego Water Board **within 10 days of the transfer of BMP maintenance responsibility.**

Upon properly noticed transfers of responsibility, the transferee assumes responsibility for compliance with this Certification and references in this Certification to the Applicant will be interpreted to refer to the transferee as appropriate. Transfer of responsibility does not necessarily relieve the Applicant of this Certification in the event that a transferee fails to comply.

F. **Discharge Commencement.** The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to the start of Project construction.**

VII. CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

- A. The City of San Diego is the Lead Agency under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000, et seq.) section 21067, and CEQA Guidelines (California Code of Regulations, title 14, section 15000 et seq.) section 15367, and has filed a Notice of Determination dated October 24, 2011 for the Final Environmental Impact Report (FEIR) titled *Master Storm Water Maintenance Program Final Recirculated Program Environmental Impacts Report* (State Clearing House Number 2004101032). The Lead Agency has determined the Project will have a significant effect on the environment and mitigation measures were made a condition of the Project.
- B. The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code section 21069; CEQA Guidelines section 15381). The San Diego Water Board has considered the Lead Agency's FEIR and finds that the Project as proposed will have a significant effect on resources within the San Diego Water Board's purview.
- C. The San Diego Water Board has required mitigation measures as a condition of this Certification to avoid or reduce the environmental effects of the Project to resources within the Board's purview to a less than significant level.
- D. The Lead Agency has adopted a mitigation monitoring and reporting program pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15097 to ensure that mitigation measures and revisions to the Project identified in the FEIR are implemented. The Mitigation Monitoring and Reporting Program (MMRP) is included and incorporated by reference in Attachment 5 to this Certification. The Applicant shall implement the Lead Agency's MMRP described in the FEIR, as it pertains to resources within the San Diego Water Board's purview. The San Diego Water Board has imposed additional MMRP requirements as specified in section VI of this Certification.
- E. As a Responsible Agency under CEQA, the San Diego Water Board will file a Notice of Determination in accordance with CEQA Guidelines section 15096 subdivision (i).

VIII. SAN DIEGO WATER BOARD CONTACT PERSON


Alan Monji, Environmental Scientist
California Regional Water Quality Control Board, San Diego Region
2375 Northside Drive, Suite 100
San Diego, California 92108
Telephone: (619) 521-3968
Email: Alan.Monji@waterboards.ca.gov

IX. WATER QUALITY CERTIFICATION

I hereby certify that the proposed discharge from the **Soledad Canyon/Sorrento Creek and Flintkote Channel Maintenance** (Certification No. R9-2013-0116) will comply with the applicable provisions of sections 301 ("Effluent Limitations"), 302 ("Water Quality Related Effluent Limitations"), 303 ("Water Quality Standards and Implementation Plans"), 306 ("National Standards of Performance"), and 307 ("Toxic and Pretreatment Effluent Standards") of the Clean Water Act. This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ, "*Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that have Received State Water Quality Certification (General WDRs)*," which requires compliance with all conditions of this Water Quality Certification. Please note that enrollment under Order No. 2003-017-DWQ is conditional and, should new information come to our attention that indicates a water quality problem, the San Diego Water Board may issue individual waste discharge requirements at that time.

Except insofar as may be modified by any preceding conditions, all Certification actions are contingent on (a) the discharge being limited to, and all proposed mitigation being completed in strict compliance with, the applicants' Project description and/or the description in this Certification, and (b) compliance with all applicable requirements of the Basin Plan.

I, David W. Gibson, Executive Officer, do hereby certify the forgoing is a full, true, and correct copy of Certification No. R9-2013-0116 issued on February 28, 2014.


DAVID W. GIBSON *James G. Smith, AEO*
for Executive Officer
San Diego Water Board

28 Feb 2014
Date

ATTACHMENT 1

DEFINITIONS

Activity - when used in reference to a permit means any action, undertaking, or project including, but not limited to, construction, operation, maintenance, repair, modification, and restoration which may result in any discharge to waters of the state.

Buffer - means an upland, wetland, and/or riparian area that protects and/or enhances aquatic resource functions associated with wetlands, rivers, streams, lakes, marine, and estuarine systems from disturbances associated with adjacent land uses.

California Rapid Assessment Method (CRAM) - is a wetland assessment method intended to provide a rapid, scientifically-defensible and repeatable assessment methodology to monitor status and trends in the conditions of wetlands for applications throughout the state. It can also be used to assess the performance of compensatory mitigation projects and restoration projects. CRAM provides an assessment of overall ecological condition in terms of four attributes: landscape context and buffer, hydrology, physical structure and biotic structure. CRAM also includes an assessment of key stressors that may be affecting wetland condition and a "field to PC" data management tool (eCRAM) to ensure consistency and quality of data produced with the method.

Compensatory Mitigation Project - means compensatory mitigation implemented by the Applicant as a requirement of this Certification (i.e., applicant -responsible mitigation), or by a mitigation bank or an in-lieu fee program.

Discharge of dredged material – means any addition of dredged material into, including redeposit of dredged material other than incidental fallback within, the waters of the United States and/or State.

Discharge of fill material – means the addition of fill material into waters of the United States and/or State.

Dredged material – means material that is excavated or dredged from waters of the United States and/or State.

Ecological Success Performance Standards – means observable or measurable physical (including hydrological), chemical, and/or biological attributes that are used to determine if a compensatory mitigation project meets its objectives.

Enhancement – means the manipulation of the physical, chemical, or biological characteristics of an aquatic resource to improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment – means the manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist. Creation results in a gain in aquatic resource area.

Fill material – means any material used for the primary purpose of replacing an aquatic area with dry land or of changing the bottom elevation of a water body.

Isolated wetland – means a wetland with no surface water connection to other aquatic resources.

Mitigation Bank – means a site, or suite of sites, where resources (e.g., wetlands, streams, riparian areas) are restored, established, enhanced, and/or preserved for the purpose of providing mitigation for impacts authorized by this Certification.

Preservation - means the removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/ historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/ historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration - means the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

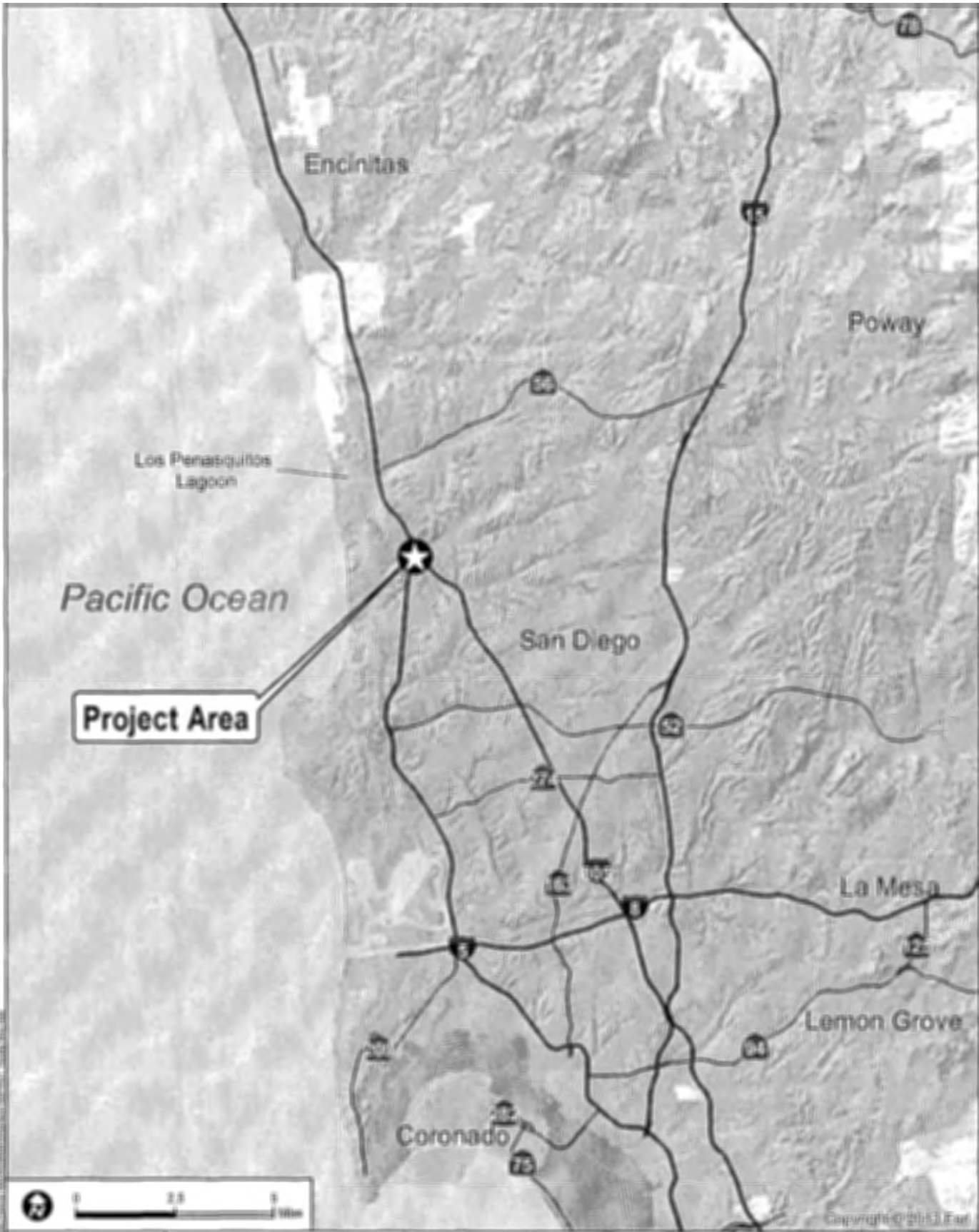
Start of Project Construction - For the purpose of this Certification, "start of Project construction" means to engage in a program of on-site construction, including site clearing, grading, dredging, landfilling, changing equipment, substituting equipment, or even moving the location of equipment specifically designed for a stationary source in preparation for the fabrication, erection or installation of the building components of the stationary source within waters of the United States and/or State.

Uplands - means non-wetland areas that lack any field-based indicators of wetlands or other aquatic conditions. Uplands are generally well-drained and occur above (i.e., up-slope) from nearby aquatic areas. Wetlands can, however, be entirely surrounded by uplands. For example, some natural seeps and constructed stock ponds lack aboveground hydrological connection to other aquatic areas. In the watershed context, uplands comprise the landscape matrix in which aquatic areas form. They are the primary sources of sediment, surface runoff, and associated chemicals that are deposited in aquatic areas or transported through them.

Water quality objectives and other appropriate requirements of state law – means the water quality objectives and beneficial uses as specified in the appropriate water quality control plan(s); the applicable provisions of sections 301, 302, 303, 306, and 307 of the Clean Water Act; and any other appropriate requirement of state law.

ATTACHMENT 2

LOCATION MAP



DUDEK	FIGURE 1 Vicinity Map
7105-03-00000 JUNE 2013	Sorrento Creek Channel Maintenance Project



City of San Diego
Soledad Canyon/Sorrento Creek
and Flintkote Channel Maintenance
Certification No. R9-2013-0116

- 1 -

ATTACHMENT 3
PROJECT SITE PLANS



Path: C:\Users\p040417\Documents\Projects\Sorrento_Creek_Channel\Map_Sorrento_Creek_Channel\Map_Sorrento_Creek_Channel.mxd

GENERAL NOTES

- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- ALL EXISTING AND/OR PROPOSED TRAFFIC LIGHTS AND SIGNALS SHALL BE MAINTAINED UNDERGROUND.
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- ALL EXISTING AND/OR PROPOSED TRAFFIC LIGHTS AND SIGNALS SHALL BE MAINTAINED UNDERGROUND.

GROUND WATER DISCHARGE NOTES

- ALL GROUND WATER DISCHARGE AND SOAK AWAY DISCHARGES TO SURFACE WATERS ARE NOT PERMITTED TO THE SAN DIEGO RIVER AND SAN DIEGO BAY. ALL DISCHARGES TO SURFACE WATERS MUST BE THROUGH A PERMITTED DISCHARGE POINT AS APPROVED BY THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- ALL GROUND WATER DISCHARGE AND SOAK AWAY DISCHARGES TO SURFACE WATERS ARE NOT PERMITTED TO THE SAN DIEGO RIVER AND SAN DIEGO BAY. ALL DISCHARGES TO SURFACE WATERS MUST BE THROUGH A PERMITTED DISCHARGE POINT AS APPROVED BY THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- ALL GROUND WATER DISCHARGE AND SOAK AWAY DISCHARGES TO SURFACE WATERS ARE NOT PERMITTED TO THE SAN DIEGO RIVER AND SAN DIEGO BAY. ALL DISCHARGES TO SURFACE WATERS MUST BE THROUGH A PERMITTED DISCHARGE POINT AS APPROVED BY THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

STORM WATER PROTECTION NOTES

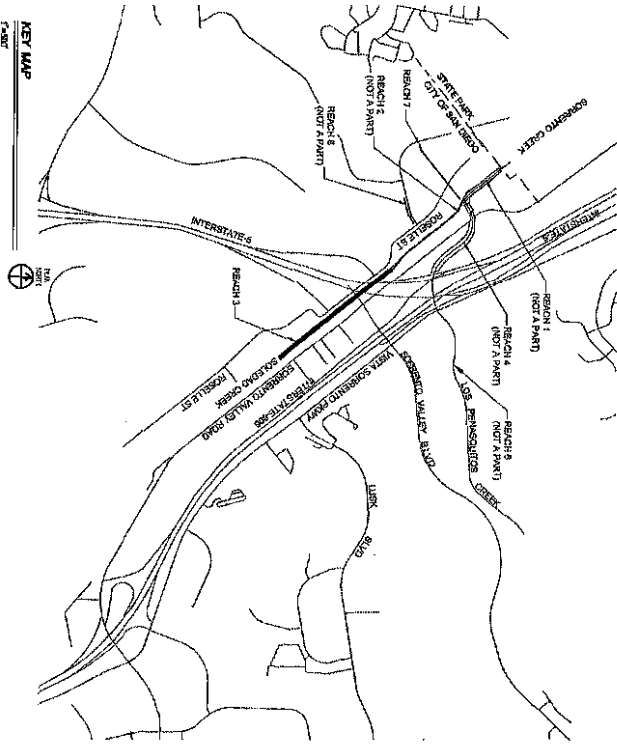
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

CONSTRUCTION CHANGE TABLE

CHANGE	DATE	DESCRIPTION	APPROVED BY

MAINTENANCE PLANS FOR

SORRENTO CHANNELS REACH 3 & 7



WORK TO BE DONE

THE MAINTENANCE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO:

- MAINTENANCE OF EXISTING CHANNELS TO REMOVE ACCUMULATED SEDIMENT AND OTHER DEBRIS.
- REPAIR AND RECONSTRUCTION OF CHANNELS TO MEET DESIGN CRITERIA.
- INSTALLATION OF STRUCTURES FOR PUBLIC WORKS CONSTRUCTION.
- CONSTRUCTION OF TRAFFIC LIGHTS AND SIGNALS.
- CONSTRUCTION OF TRAFFIC LIGHTS AND SIGNALS.
- CONSTRUCTION OF TRAFFIC LIGHTS AND SIGNALS.

LEGEND

- EXISTING IMPROVEMENTS
- CHANNEL MAINTENANCE AREA
- STORM WATERS
- ACCESS ROADS / DRIVEWAYS
- EXISTING UTILITIES
- LANDSCAPE/SCAPE AREAS (SVA)
- EXISTING UTILITIES
- LANDSCAPE/SCAPE AREAS (SVA)
- EXISTING UTILITIES
- LANDSCAPE/SCAPE AREAS (SVA)
- EXISTING UTILITIES
- LANDSCAPE/SCAPE AREAS (SVA)

DECLARATION OF RESPONSIBLE CHANGE

I HEREBY DECLARE THAT I AM THE OWNER OF THE PROJECT AND I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO AND I AM RESPONSIBLE FOR THE PROJECT AS SHOWN ON THE DRAWINGS AND SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

DATE: _____

NAME: _____



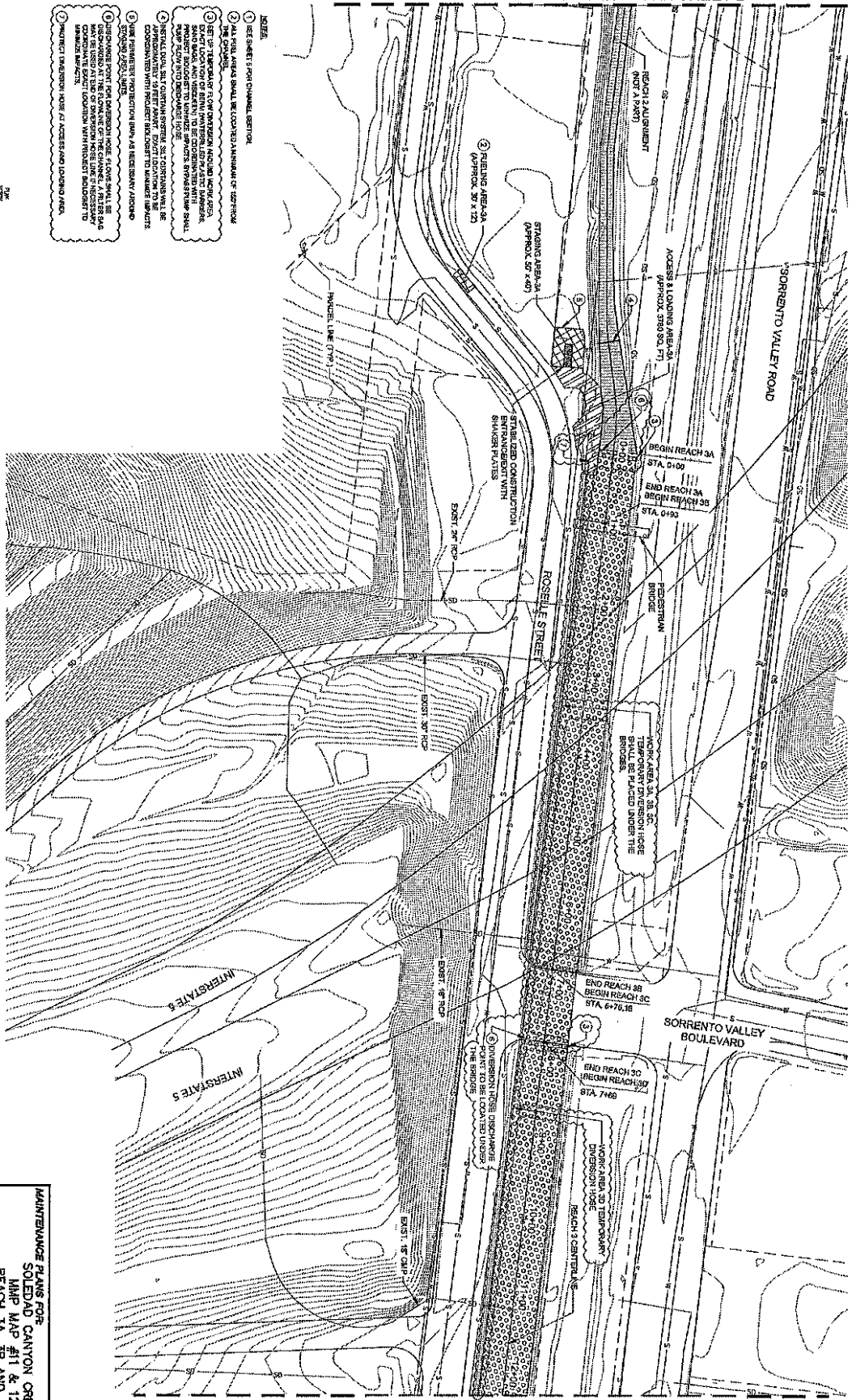
STREET DATA TABLE

STREET NAME	CLASSIFICATION	WIDTH (FEET)	DEPTH (FEET)	DATE

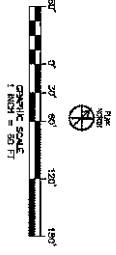
MAINTENANCE PLANS FOR SORRENTO CHANNELS REACHES 3 AND 7

PROJECT NO.	DATE	DESCRIPTION

MATCHLINE - SEE SHEET 2



- NOTES**
- SEE SHEET 3 FOR CHANNEL SECTION
 - ALL FILL AREAS SHALL BE LOCATED A MINIMUM OF 2 FEET FROM THE EXISTING CHANNEL BANKS.
 - SET 17" DIAMETER TIE BARS THROUGH ALL CONCRETE SLABS AND WALLS AND VERTICAL TO BE CONCRETE WITH 6" SPACING. BRASS STRAPERS SHALL HAVE SLOTTED ENDS TO BE USED.
 - APPROXIMATE 10 FEET AHEAD OF THE TIE BARS SHALL BE CONCRETE WITH PROJECT BACKSET TO MARKET GRADE.
 - USE REINFORCED PROTECTION BARS AS NECESSARY. APPROX. 10 FEET AHEAD OF THE TIE BARS SHALL BE CONCRETE WITH PROJECT BACKSET TO MARKET GRADE.
 - CONCRETE SHALL BE PLACED IN 4" LAYERS. ALL CONCRETE SHALL BE PLACED AT THE END OF DIVERSION HOSE LINE AS NECESSARY TO PREVENT BACKSET.
 - MULTIPLE DIMENSION LINE IS ACCESS AND LOADING AREA.

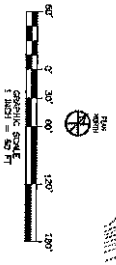


USE CONSTRUCTION
DATA SHEET 302
LA 5014 (1-82)
604-41-4327
604-41-4323

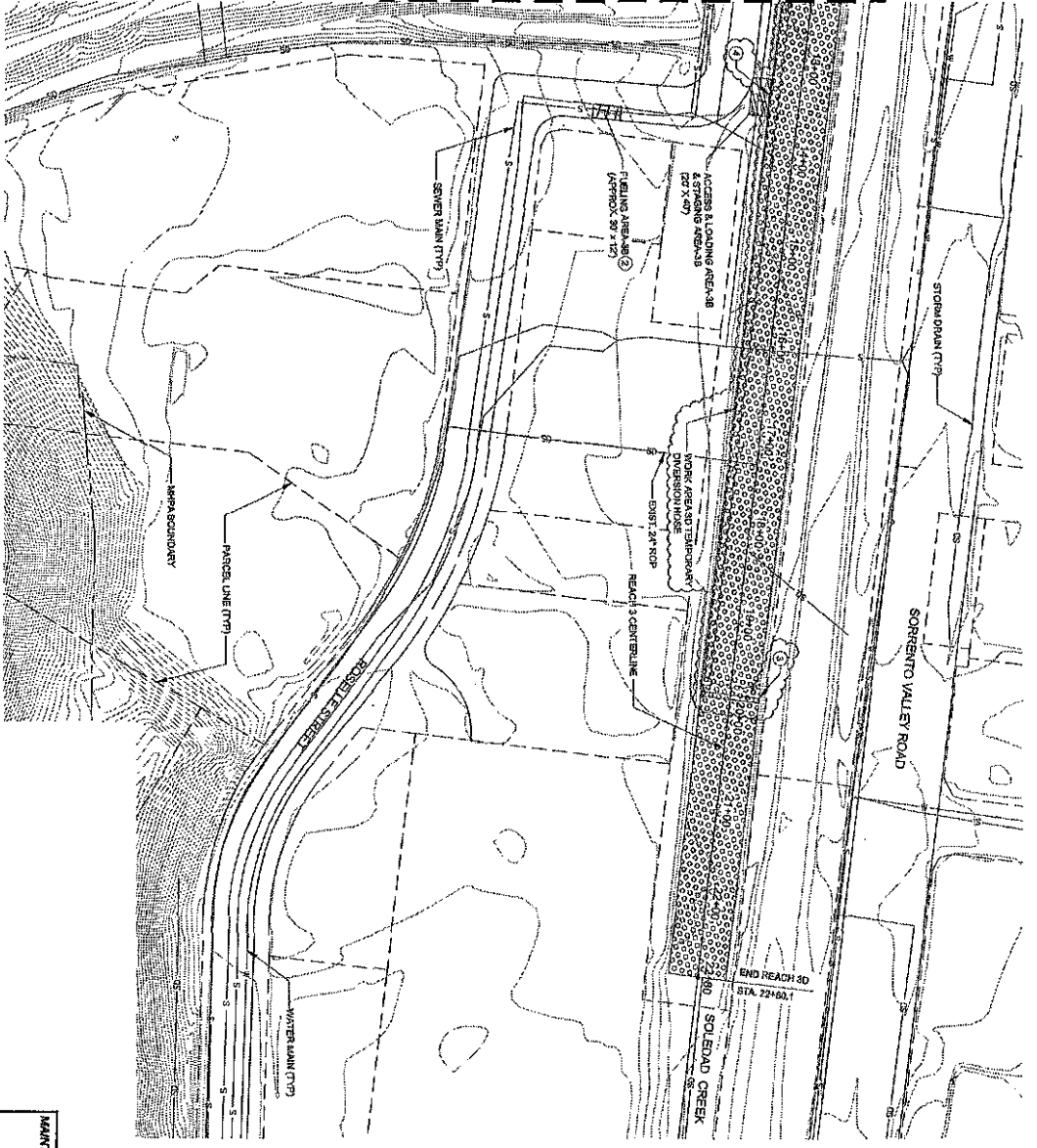
DATE: 02-28-2011 02:55:33

MATCHLINE - SEE SHEET 3 - STA. 12+29.4

MAINTENANCE PLANS FOR SOLEDAD CANYON CREEK		MP MAP #11 & 12	
REACH 3A, 3B AND 3C			
DATE: 02-28-2011	TIME: 02:55:33	BY: [Signature]	CHECKED: [Signature]
PROJECT NO.:	DATE:	SCALE:	STATUS:
DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:
APPROVED BY:	DATE:	SCALE:	STATUS:



MATCHLINE - SEE SHEET 2 - STA. 12+29.4

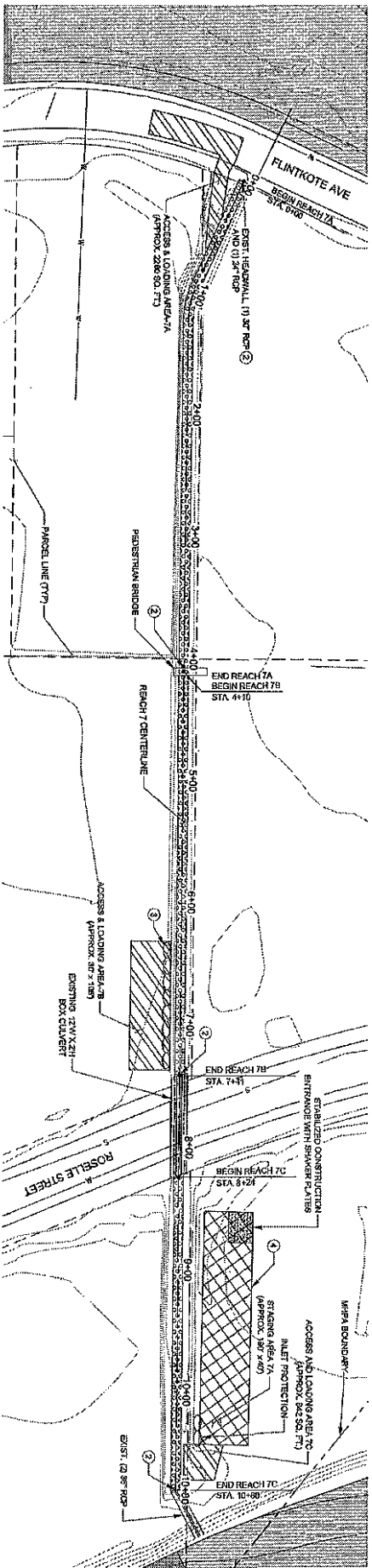


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 094-04-021

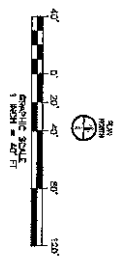
DATE: 01-25-2002

<p>MAINTENANCE PLANS FOR SOLEDAD CANYON CREEK MHP MAP #12 REACH 3C</p>	
<p>CITY OF SAN DIEGO CALIFORNIA 1000 LA JOLLA VILLAGE DRIVE SAN DIEGO, CA 92161</p>	<p>PROJECT NO. 094-04-021</p>
<p>DATE: 01-25-2002</p>	<p>SCALE: AS SHOWN</p>
<p>DESIGNED BY: [Blank]</p>	<p>CHECKED BY: [Blank]</p>
<p>DRAWN BY: [Blank]</p>	<p>DATE: [Blank]</p>
<p>PROJECT MANAGER: [Blank]</p>	<p>DATE: [Blank]</p>
<p>DATE: [Blank]</p>	<p>DATE: [Blank]</p>

- NOTES**
1. REVISIONS FOR CHANNEL SECTION.
 2. ALL UTIL. AREAS SHALL BE LOCATED A MINIMUM OF 10' FROM THE CHANNEL.
 3. SETBACK REQUIREMENTS FROM CHANNEL SECTION SHALL BE MAINTAINED AT ALL TIMES. ANY CHANGES TO THESE REQUIREMENTS SHALL BE APPROVED BY THE PROJECT MANAGER.
 4. PROTECT OVERHEAD UTILITY ACCESS AND LOADING AREA.



- NOTES**
- 1 USE BARRIER 1 FOR CHANNEL SECTION
 - 2 PEDESTRIAN BRIDGE OVER THE CHANNEL
 - 3 ACCESS AND LOADING AREAS
 - 4 INLET PROTECTION
 - 5 STABILIZED CONSTRUCTION



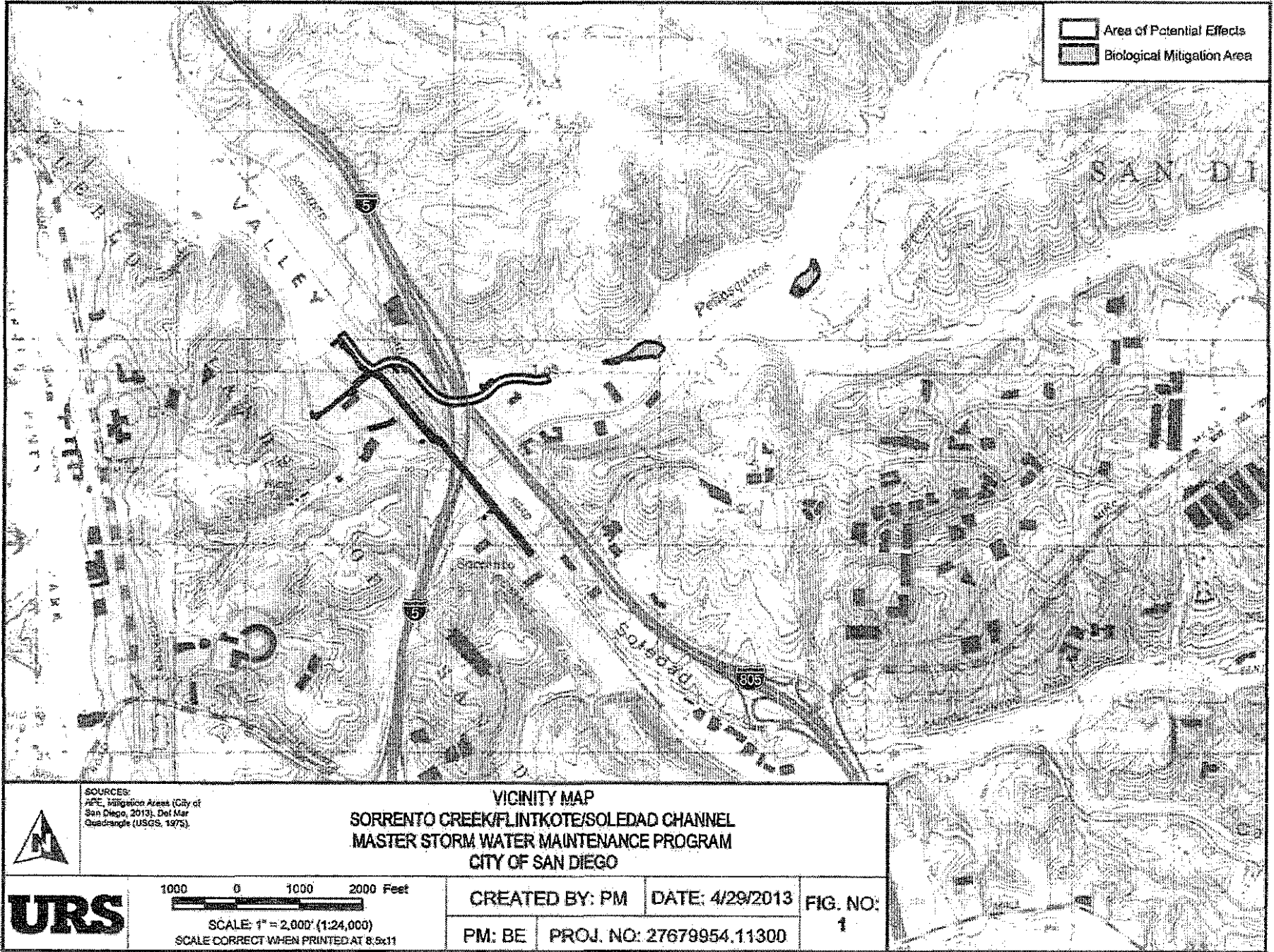
USGS COORDINATE
 UTM ZONE 18 Q UJ
 EPOCH 1983
 DATUM: NAD 83
 PROJECTION: UTM
 SCALE: 1:250,000

DATE: 10/15/2010

MAINTENANCE PLANS FOR FLINTKOTE CHANNEL MPRA MAP #9 REACH 7A, 7B & 7C	
DATE OF PLAN: 10/15/2010	SCALE: 1" = 40'
DRAWN BY: J. C. MOORE	CHECKED BY: J. C. MOORE
DESIGNED BY: J. C. MOORE	APPROVED BY: J. C. MOORE
PROJECT NO.: 10-00000000	SHEET NO.: 1 OF 1
PROJECT NAME: FLINTKOTE CHANNEL	PROJECT LOCATION: FLINTKOTE CHANNEL
PROJECT OWNER: CALIFORNIA HIGHWAYS	PROJECT CONTRACT NO.: 10-00000000
PROJECT PHASE: MAINTENANCE PLANS	PROJECT STATUS: IN PROGRESS
PROJECT BUDGET: \$0.00	PROJECT FUNDING: STATE
PROJECT RISK: LOW	PROJECT COMPLEXITY: LOW
PROJECT IMPACT: NONE	PROJECT LEGAL: NONE
PROJECT ENVIRONMENTAL: NONE	PROJECT HISTORICAL: NONE
PROJECT CULTURAL: NONE	PROJECT ARCHITECTURAL: NONE
PROJECT PALEONTOLOGICAL: NONE	PROJECT ARCHITECTURAL: NONE
PROJECT OTHER: NONE	PROJECT OTHER: NONE

ATTACHMENT 4
MITIGATION DESIGN PLANS

Path: G:\gis\projects\15772767903\figmap_files\src\Sorrento\Chitina\Map\Report\12\citymap.mxd, Intersect, Date: 4/29/2013, 4:54:41 PM





ATTACHMENT 5
MITIGATION MONITORING AND REPORTING PROGRAM

CALIFORNIA COASTAL COMMISSION

SAN DIEGO AREA
7675 METROPOLITAN DRIVE, SUITE 103
SAN DIEGO, CA 92108-4421
(619) 787-2370



April 14, 2016

Christine Rothman
Transportation & Stormwater Dept.
2781 Caminito Chollas, MS 44
San Diego, CA 92105

Re: Coastal Development Permit No. A-6-NOC-11-086 SCR Review

Dear Ms. Rothman:

Commission staff has received your April 7, 2015 Substantial Conformance Review (SCR) request to conduct a new round of maintenance activities for Reach 3 of Soledad Creek in the Sorrento Valley area of San Diego, pursuant to the above-cited coastal development permit. Your request consists of an application packet with information detailing the location and manner of proposed maintenance, an updated Individual Biological Assessment Report regarding potential habitat impacts and mitigation measures, as well as information indicating that the information regarding areas such as noise, historical resources, and water quality are substantially unchanged since the last SCR submittal in 2013. The proposed maintenance activities consist of clearing away sedimentation accumulated in Reach 3 since the last round of maintenance and then repairing and replacing in-kind the southernmost 300 feet of the concrete channel comprising Reach 3. The above-reference Master Coastal Development Permit only approved and governs the maintenance clearing of sediment and vegetation from the drainage segments identified in the permit. The repair and replacement of the concrete channel itself is outside of the scope of the Master Coastal Development Permit and will require the City to process the development at the local level pursuant to the requirements of the certified Local Coastal Program, with the Coastal Commission conducting the required 10-day appeal period review of any resulting local coastal development permit that the City issues for the concrete repair work.

Regarding the proposed maintenance work that is covered by the Master Coastal Development Permit and thus requiring the Commission's SCR review, your submittal indicates that while the majority of the proposed maintenance activity – the clearing of sedimentation from the Reach 3 concrete channel – will be within the previously approved boundaries of the last round of maintenance (i.e. the concrete channel), a portion of the work will extend approximately 15 feet upstream of the concrete channel, into the vegetated, earthen portion of the drainage channel, outside of the delineated boundaries of the Master Coastal Development Permit. This is for the placement of an earthen diversion berm to redirect water around the maintenance area while not occupying concrete area that will be replaced, and may impact up to 0.03-acre of riparian habitat in the form of southern willow scrub. While a portion of the project area is outside of the delineated boundaries of the Master Coastal Development Permit and may include habitat impacts that were not part of the calculation conducted when the Commission first approved the Master Coastal Development Permit and contained in the related staff report, because the extra area is relatively small compared to the total approved area, the

April 14, 2016

permit includes the required mitigation ratio for impacts to riparian habitat (3:1), and the City has agreed to comply with the mandated mitigation ratio (including a minimum of 1:1 replacement of any lost habitat) pursuant to Commission-approved standards currently used at other mitigation sites related to this permit, the Coastal Commission can find that the proposed maintenance work still falls under the purview of the Master Coastal Development Permit, and, as proposed, the maintenance activity meets the requirements of the Master Coastal Development Permit (with the time extension to work during the bird breeding season having been granted in a separate approval). Should circumstances arise that require a deviation from this approval, the City shall notify the Coastal Commission immediately so that proper state review of the deviation may occur and a determination be made as to whether an amendment is required.

If you have any questions, please call the Coastal Commission's San Diego office at (619) 767-2370.

Sincerely,

A handwritten signature in black ink, reading "Alex Llerandi". The signature is written in a cursive style with a large, sweeping loop at the end of the name.

Alexander Llerandi
Coastal Program Analyst
California Coastal Commission
San Diego District



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
6900 LA PLACE COURT, SUITE 100
CARLSBAD, CALIFORNIA 92008

April 5, 2016

Mr. Gene Matter
City of San Diego
Storm Water Division
2781 Caminito Chollas, MS 44
San Diego, California 92105

DEPARTMENT OF THE ARMY REGIONAL GENERAL PERMIT NO. 63

Dear Mr. Matter:

I am responding to your request (Corps File No. SPL-2016-00198-RAG) for a Department of the Army permit for your proposed project, Sorrento Creek Maintenance Reach 3. The proposed project is located south of the intersection of Sorrento Valley Road and Sorrento Valley Boulevard, in the City of San Diego, San Diego County, California (Latitude 32.89764° and Longitude -117.2206°) (see enclosed Figure 3b).

Reach 3 of Sorrento Creek is a combination of trapezoidal concrete-lined channel and earthen-lined channel. Work activities would include the maintenance and repair of a section of the concrete-lined portion of Reach 3. Work crews would utilize two access/staging areas shown on Figures 3a. The removed material would be loaded into dump trucks in the access/staging areas and taken to the Miramar Landfill for disposal.

Because this project will result in a discharge of dredged and/or fill material into waters of the United States (U.S.) a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330). I have determined construction of your project complies with RGP No. 63 - Repair and Protection Activities in Emergency Situations. Specifically, you are authorized to:

- 1) Temporarily impact Sorrento Creek by placing up to two water diversion berms and a submersible pump within and immediately upstream of Reach 3, to prevent flows from entering the work area (see Figure 3b). Each water diversion berm would be approximately 63 feet wide, 5 feet tall, and 3 feet deep (approximately 70 cubic yards) and constructed with a combination of sandbags, gravel bags, and/or water-filled plastic barriers. Temporary impacts would total approximately 189 square feet (0.004 acre).
- 2) Permanently impact approximately 300 linear feet (0.17 acre) of Sorrento Creek by removing the existing, broken concrete, repairing the eroded channel bottom, and pouring of a new concrete channel bottom (see Figure 3b).

For this RGP verification letter to be valid, you must comply with all of the terms and conditions stated in the enclosed copy of RGP No. 63. Furthermore, you must comply with the following non-discretionary Special Conditions:

1. The project site may support the federally endangered light-footed Ridgway's rail (*Rallus obsoletus levipes*; Ridgway's rail) and least Bell's vireo (*Vireo bellii pusillus*; vireo); therefore, the Permittee shall implement the following conservation measures to avoid and minimize potential adverse effects to the vireo and Ridgway's rail:
 - a. Immediately after the project construction footprint is surveyed by the project biologist, a 3- to 5-foot tall exclusionary fence with 2-inch mesh openings shall be installed to inhibit entry of Ridgway's rails into the project impact footprint and to ensure that impact limits are not exceeded. In areas subject to high flows a silt curtain or boom may be used as the exclusionary fence;
 - b. The Permittee shall assign a biologist knowledgeable of Ridgway's rail biology and ecology (biologist) who will be responsible for overseeing compliance with conservation measures for the Ridgway's rail. The biologist will be approved by the U.S. Fish and Wildlife Service and the U.S. Army Corps of Engineers (Agencies). The Permittee shall submit the biologist's name, address, telephone number, and work schedule on the project to the Service prior to initiating project impacts. The biologist will perform the following duties:
 - i. Immediately prior to initiating project construction, survey the project area for Ridgway's rail. The Permittee shall notify the Agencies within 24 hours of detecting any Ridgway's rails in the project area;
 - ii. Before each workday begins, check to see if Ridgway's rails have entered the project impact footprint;
 - iii. If any Ridgway's rails are found within the project impact footprint, the biologist will direct construction personnel to begin in an area away from the Ridgway's rails. In addition, the biologist will walk ahead of clearing/dredging equipment to flush birds towards channel areas to be avoided. It will be the responsibility of the biologist to ensure that Ridgway's rails will not be injured or killed by project implementation. The biologist will also record the number and location of Ridgway's rails disturbed by project clearing/dredging;
 - iv. Be on site during work activities to ensure compliance with all conservation measures;
 - v. Train all contractors and construction personnel on the biological resources associated with this project and ensure that training is implemented by construction personnel. At a minimum, training will include: 1) the purpose for resource protection; 2) a description of the Ridgway's rail and its habitat; 3) the conservation measures that should be implemented during project construction to avoid and/or minimize impacts to the Ridgway's rail and its habitat, including strictly limiting activities, vehicles, equipment, and construction materials to the project footprint to avoid sensitive resource areas in the field (i.e., access roads, and the

- dewatering/staging areas); 4) environmentally responsible construction practices in Special Condition 2 below; and 5) the protocol to resolve conflicts that may arise at any time during the construction process;
- vi. Halt work, if necessary, for any project activities that are not in compliance with the conservation measures. The biologist will report any non-compliance issues to the Agencies within 24 hours of its occurrence and confer with the Agencies to ensure the proper implementation of species and habitat protection measures;
 - vii. Submit a final report to the Agencies within 45 days of project completion that includes: as-built construction drawings with an overlay of areas that were impacted and other relevant information documenting that authorized impacts were not exceeded and that general compliance with the conservation measures, was achieved.
2. The Permittee shall ensure that the following environmentally responsible practices are implemented during project construction: 1) Contractors and construction personnel will strictly limit their activities, vehicles, equipment, and construction materials to the project footprint; 2) The project site will be kept as clean of debris as possible. All food-related trash items will be enclosed in sealed containers and regularly removed from the site; 3) All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities will occur in designated areas outside of waters of the U.S. within the fenced project impact limits. These designated areas will be located in previously compacted and disturbed areas to the maximum extent practicable in such a manner as to prevent any runoff from entering waters of the U.S., and will be shown on the construction plans. Fueling of equipment will take place within existing paved areas greater than 100 feet from waters of the U.S. Contractor equipment will be checked for leaks prior to operation and repaired as necessary. "No-fueling zones" will be designated on construction plans; and 4) No work will occur at night.

The work authorized by this RGP must be underway no later than fourteen (14) calendar days from date of issuance of this letter of verification. All work must be completed no later than 90 days from the date of this letter. If the Permittee is unable to complete the authorized work by this date, the Permittee must request, in writing, an extension from the Corps Regulatory Division prior to the deadline.

A general permit does not grant any property rights or exclusive privileges. Also, it does not authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, State, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, contact Rose Galer at 760-602-4835 or via e-mail at Rose.A.Galer@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/P?p=regulatory_survey.

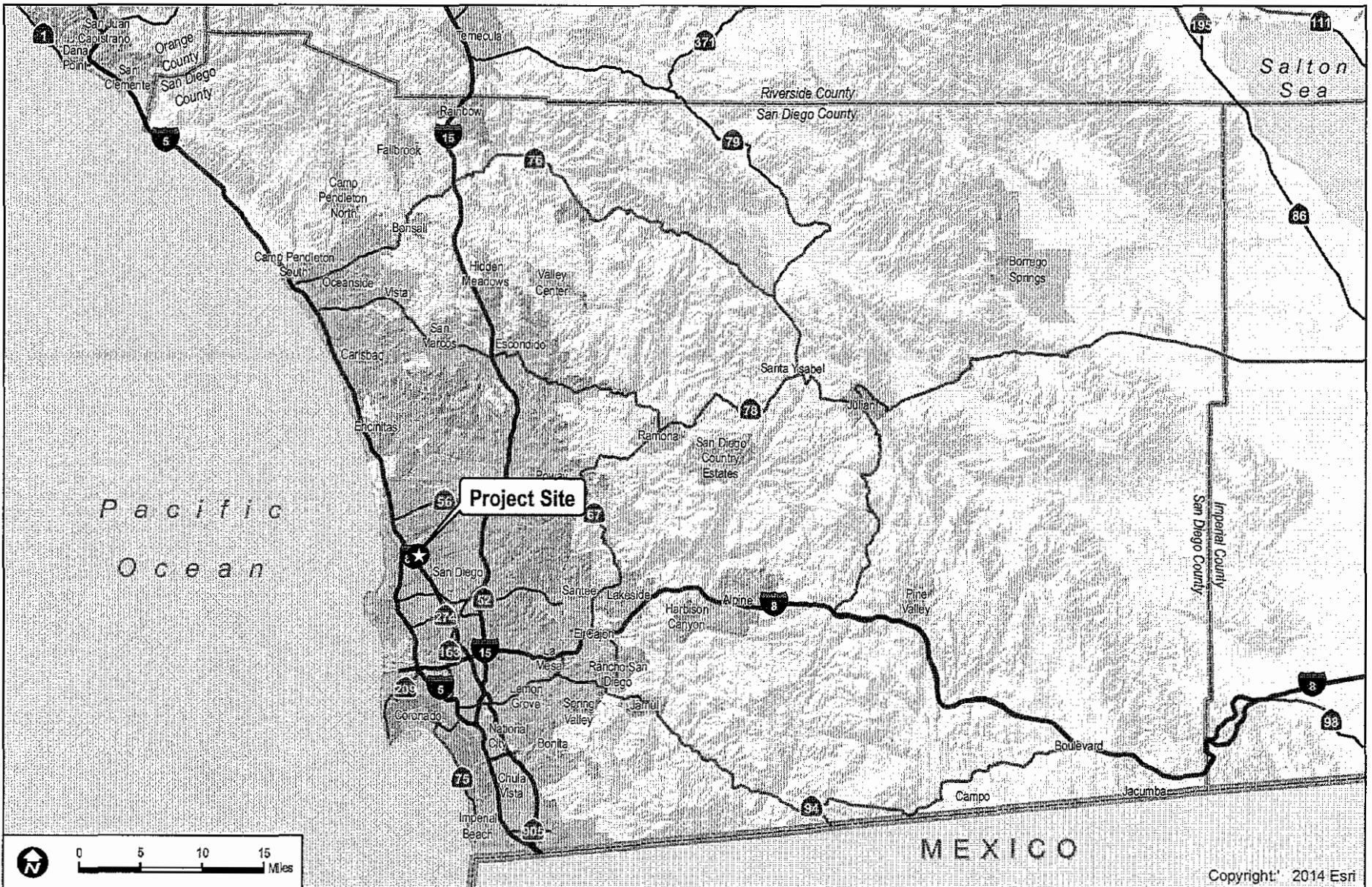
Sincerely,

SANTULLI.SHANTI.A
BICHANDANI.12989
55284

Digitally signed by
SANTULLI SHANTI ABICHANDANI.129895284
DN: cn=SANTULLI SHANTI ABICHANDANI.129895284,
ou=USA
Date: 2016.04.05 14:02:16 -0700

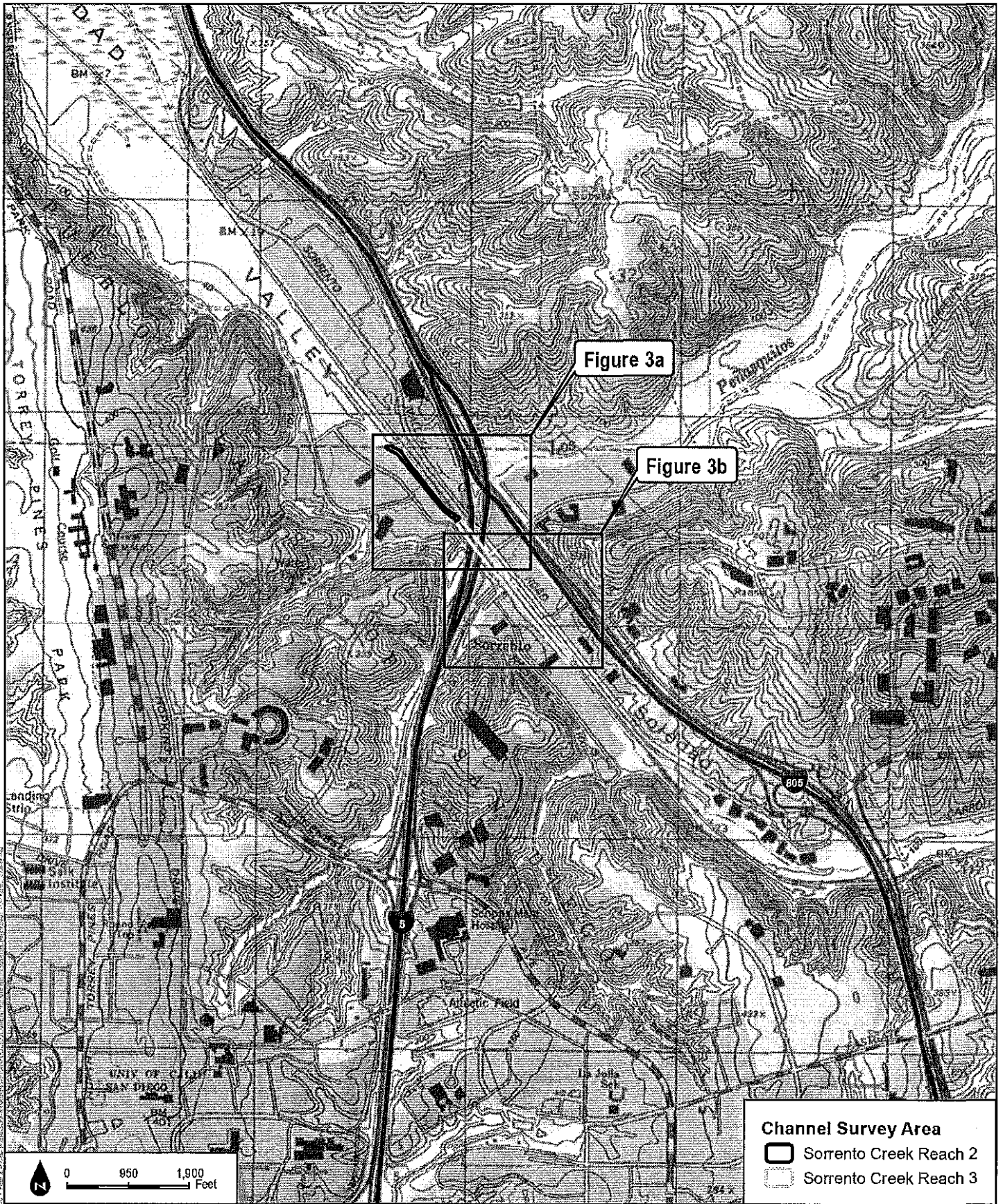
Shanti Abichandani Santulli
Team Lead
Carlsbad Field Office

Enclosures



DUDEK FIGURE 1
Regional Map

Sorrento Valley 2016 Emergency Channel Maintenance (Reaches 2-3)



SOURCE: USGS 7.5-Minute Series - Del Mar Quadrangle.

FIGURE 2
Vicinity Map

DUDEK

Sorrento Valley 2016 Emergency Channel Maintenance (Reaches 2-3)



Sorrento & Alvarado Creek Concrete Channel Emergency Repairs

EXHIBIT L

**ALVARADO CREEK AND SORRENTO CREEK LOCATION MAPS AND
AS-BUILT DRAWINGS**



Project Vicinity Map (USGS Topography)

ALVARADO CREEK CHANNEL (MAPS 59,60 AND 64)

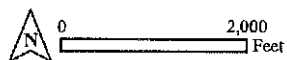


Figure 1

INDEX OF SHEETS

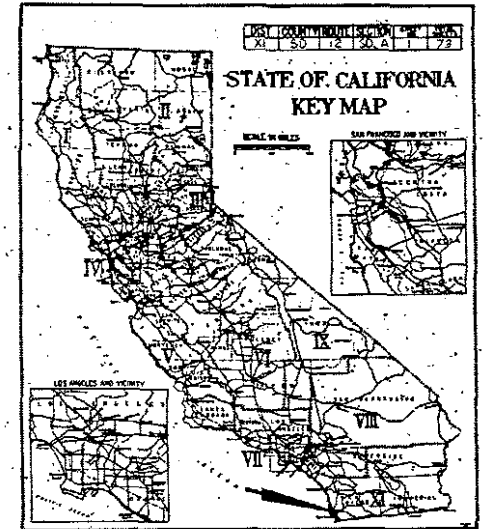
- Sheet No. 1 Title Sheet
- 2-4 Typical Cross Section
- 5 Paving Details
- 6-19 Plan and Profile
- 20-22 Covert List
- 23-24 Construction Notes
- 25 Traffic Handling Plans
- 26-27 Structure Details
- 28 Channel Change Details
- 29-30 Miscellaneous Details
- 31-41 Alvarado Pipe Line Rehabilitation
- 42-49 Standard Structures
- 49-50 Temporary Traffic Signal and Highway Lighting Installation
- 51-56 Lighting Plan
- 57-59 Standard Details, Traffic Signals & Highway Lighting Installations
- 60 Standards, California Type
- 61-73 Illuminated Sign Details
- 1-4 Fairmount Ave. On-Ramp Undercrossing
- 1-5 Fairmount Ave. Undercrossing (On-Ramp)
- 1-7 Fairmount Ave. Undercrossing
- 1-128 Cross-Sections FOLDER X3-5
- 1-1 Mass Diagram

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

PLAN AND PROFILE OF
STATE HIGHWAY
In San Diego County, at Fairmount Avenue

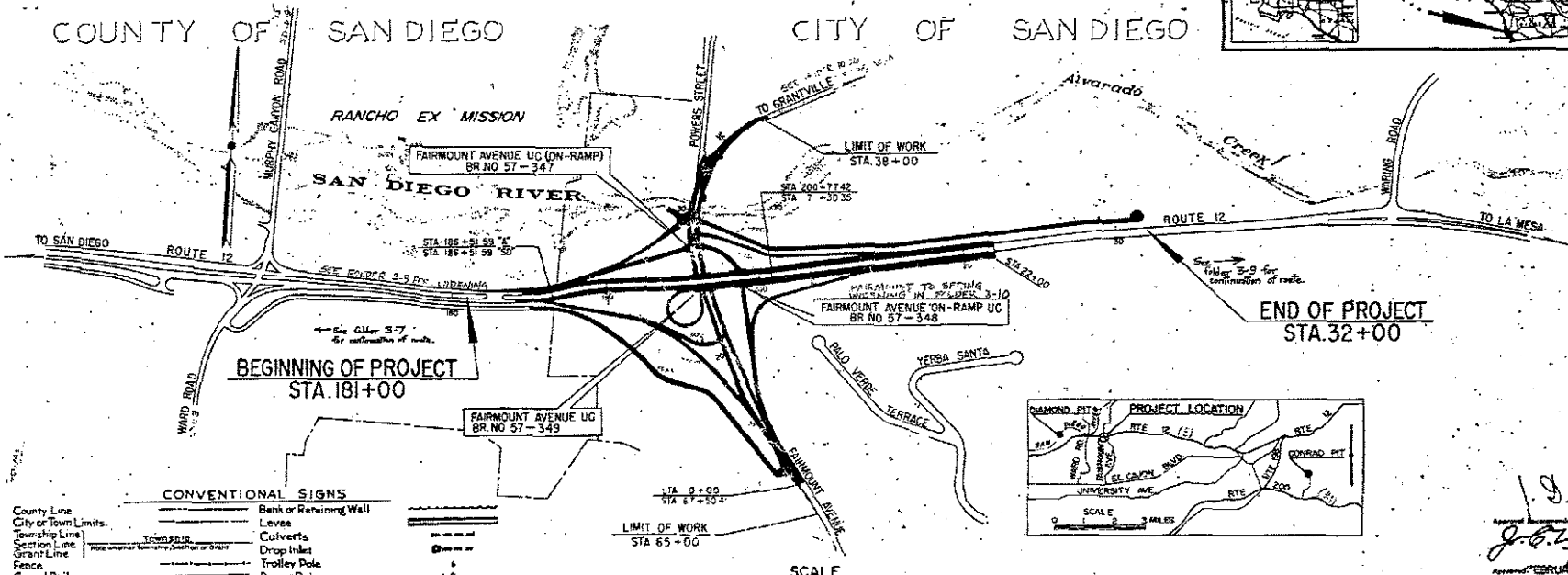
Scale: Plan: 1 In. = 50 Ft.
Profile: Hor. 1 In. = 50 Ft. Vert. 1 In. = 10 Ft.

(Using the detail plans of a portion of the route for the State Highway adopted by the California Highway Commission, On February 18, 1954 and declared a FREEWAY by resolution of the California Highway Commission February 18, 1954)



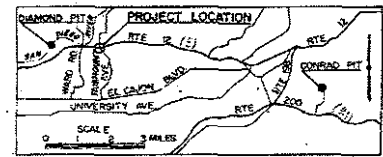
COUNTY OF SAN DIEGO

CITY OF SAN DIEGO



CONVENTIONAL SIGNS

- | | |
|---------------------|-----------------------------|
| County Line | Bank or Retaining Wall |
| City or Town Limits | Levee |
| Township Line | Culverts |
| Section Line | Drop Inlet |
| Grant Line | Trolley Pole |
| Fence | Power Pole |
| Guard Rail | Power Tower |
| Unfenced Property | Telegraph or Telephone Pole |
| Right of Way Line | Marsh |
| Base or Survey Line | |
| Traveled Way | |
| Railway Tracks | |



Length of Project = 4,456.76 Feet = 0.84 Mile

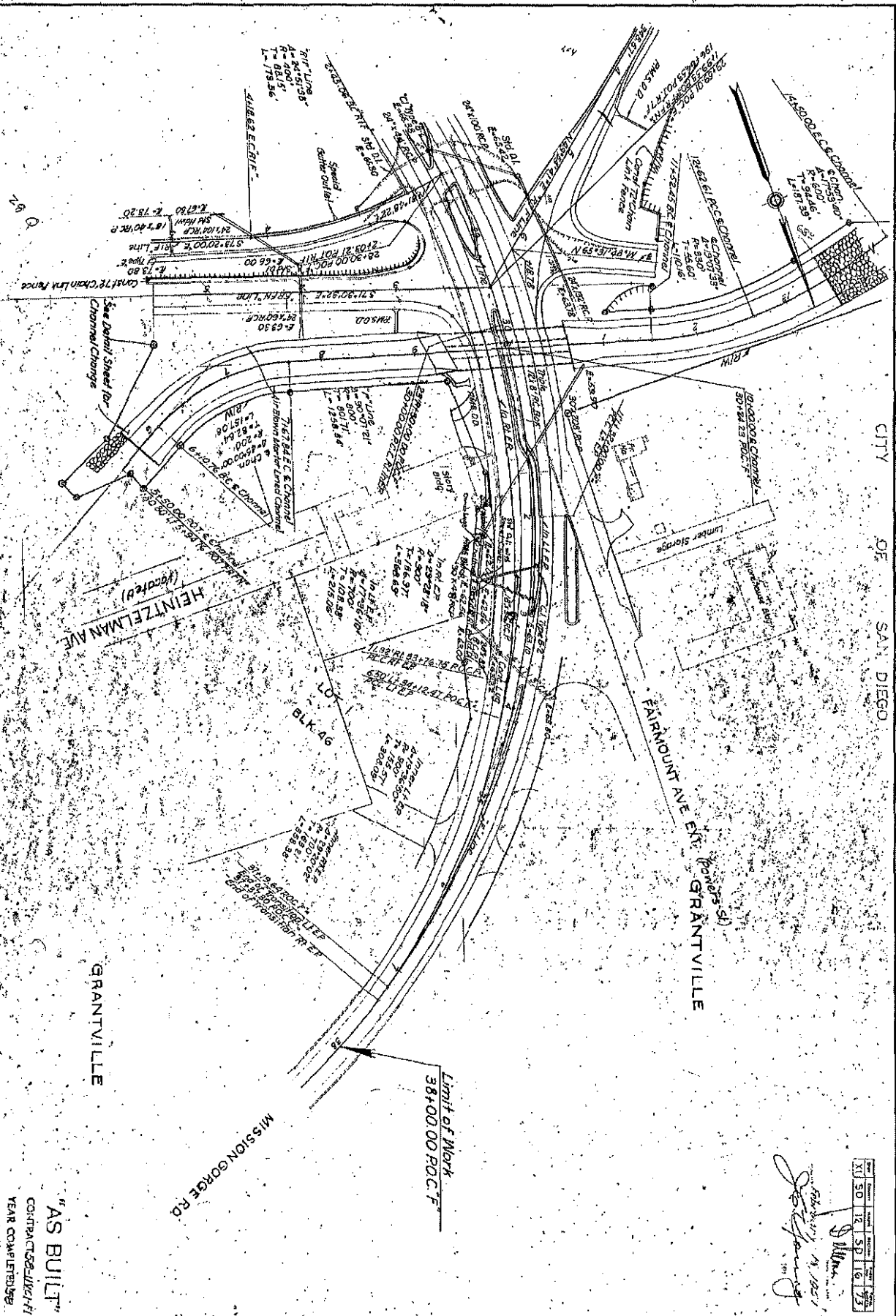
"AS BUILT"

CONTRACT 58-HVCH-F1
YEAR 1954-1955

J. B. Young
District Engineer
Approved FEBRUARY 18, 1957
Frank A. Dunbar
Contractor

Subject: Alvarado Creek Channel and San Diego Creek Channel Location Maps and As-built Drawings
Serrano & Alvarado Creek Channel Emergency Repairs

DATE: 11/15/01
DRAWN BY: [illegible]
CHECKED BY: [illegible]
APPROVED BY: [illegible]



CITY OF SAN DIEGO

SD 8-2421

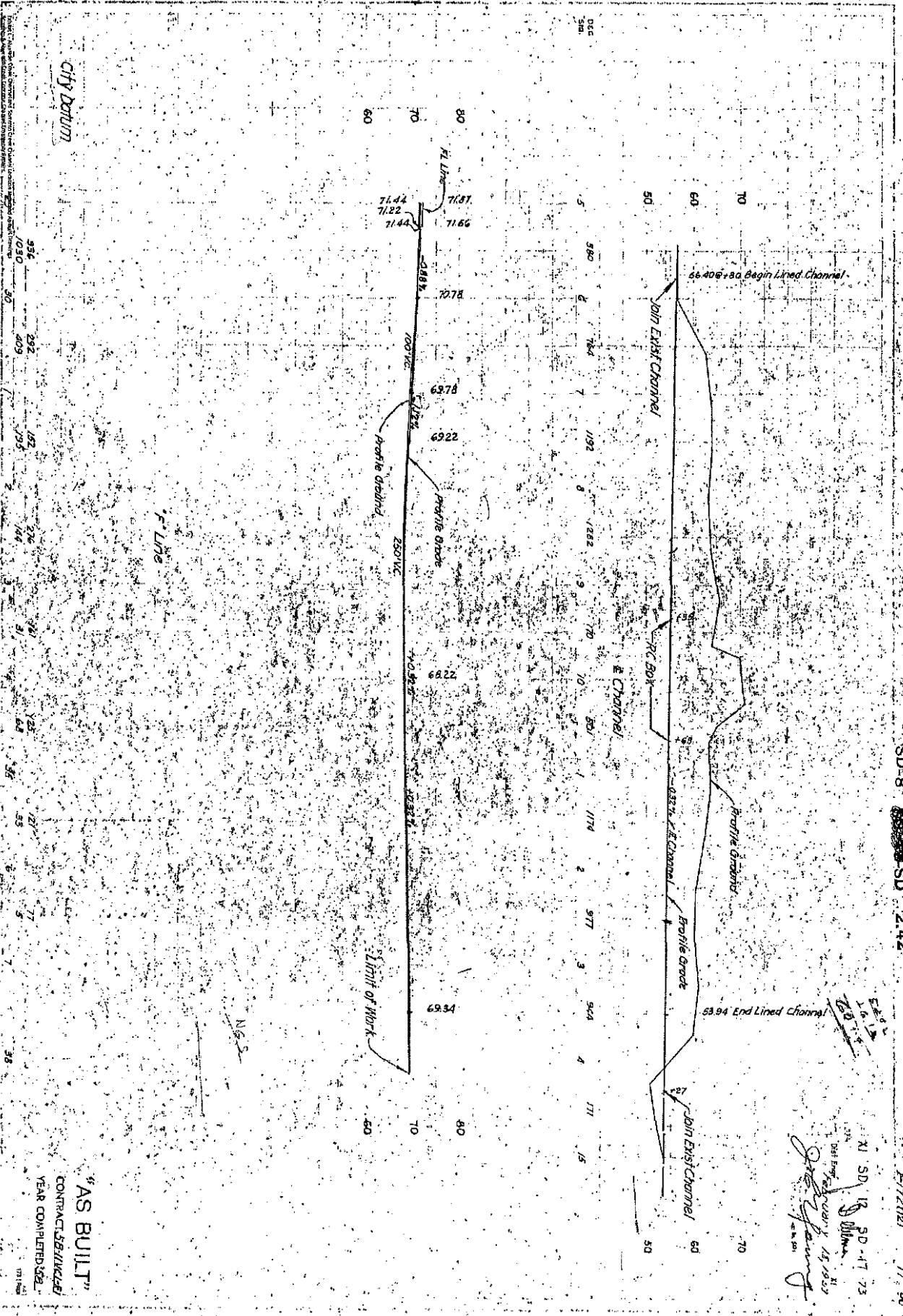
DATE: 11-21-01

NO.	DATE	BY	REVISION
1	11-21-01	[Signature]	ISSUED FOR PERMIT

[Signature]
11/21/01

"AS BUILT"
CONTRACT: [illegible]
YEAR COMPLETED: [illegible]

17



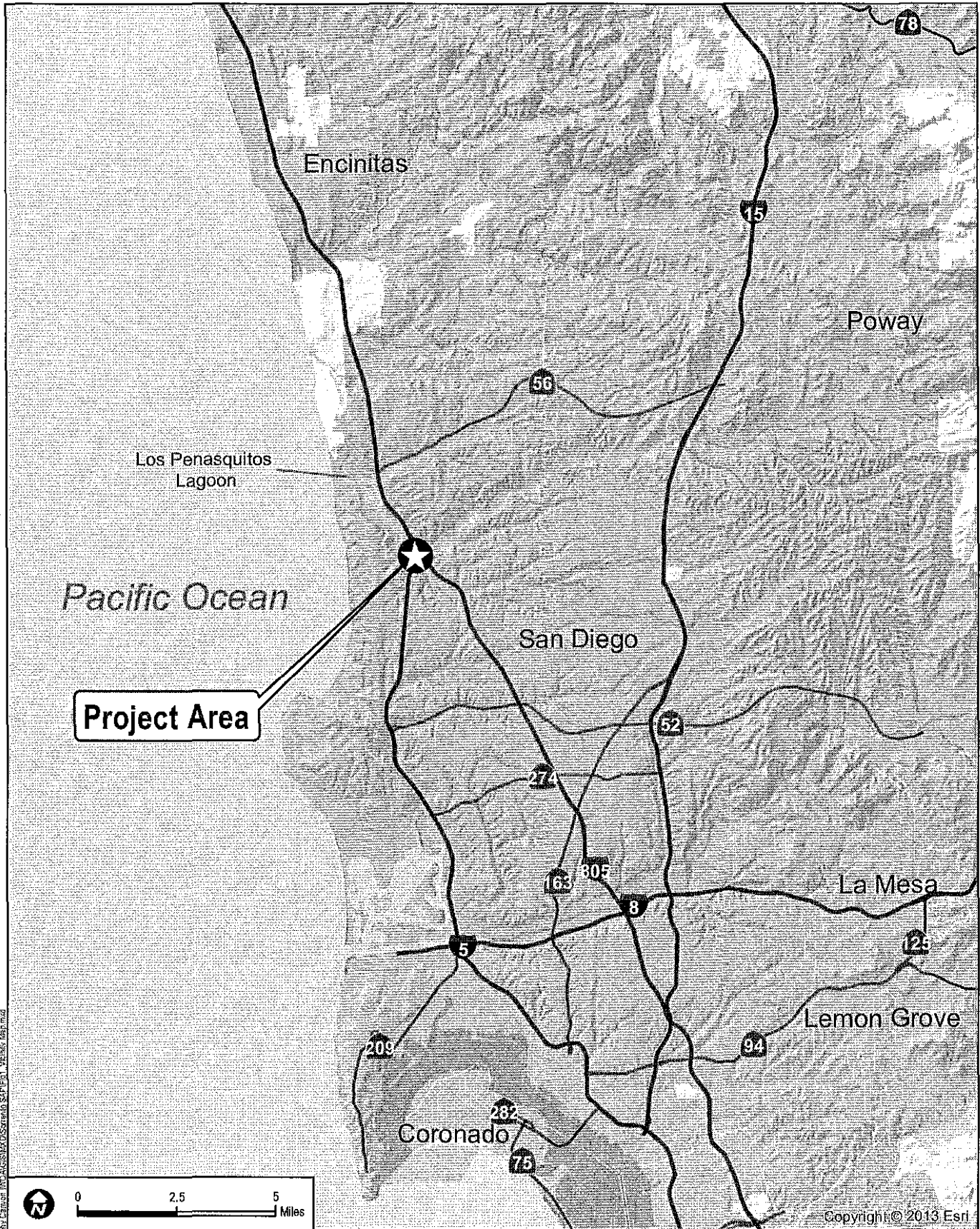
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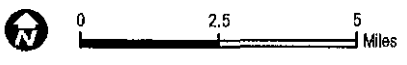
"AS BUILT"
CONTRACT 58142421
YEAR COMPLETED 2021

SD-8 SD 2.42

1613
1015
11 SD 13 PD-47 73
12th Street
15, 19, 23
17, 20



Project Area



Copyright © 2013 Esri

DUDEK

7165-03-08000
JUNE 2013

Sorrento Creek Channel Maintenance Project

FIGURE 1
Vicinity Map



SD - 7 SF - 77 I-005-1(48)29

Sheet No.	7	Scale	1" = 600' (1")
Project No.	SD 77	Contract No.	11-023444
City	San Diego	County	San Diego



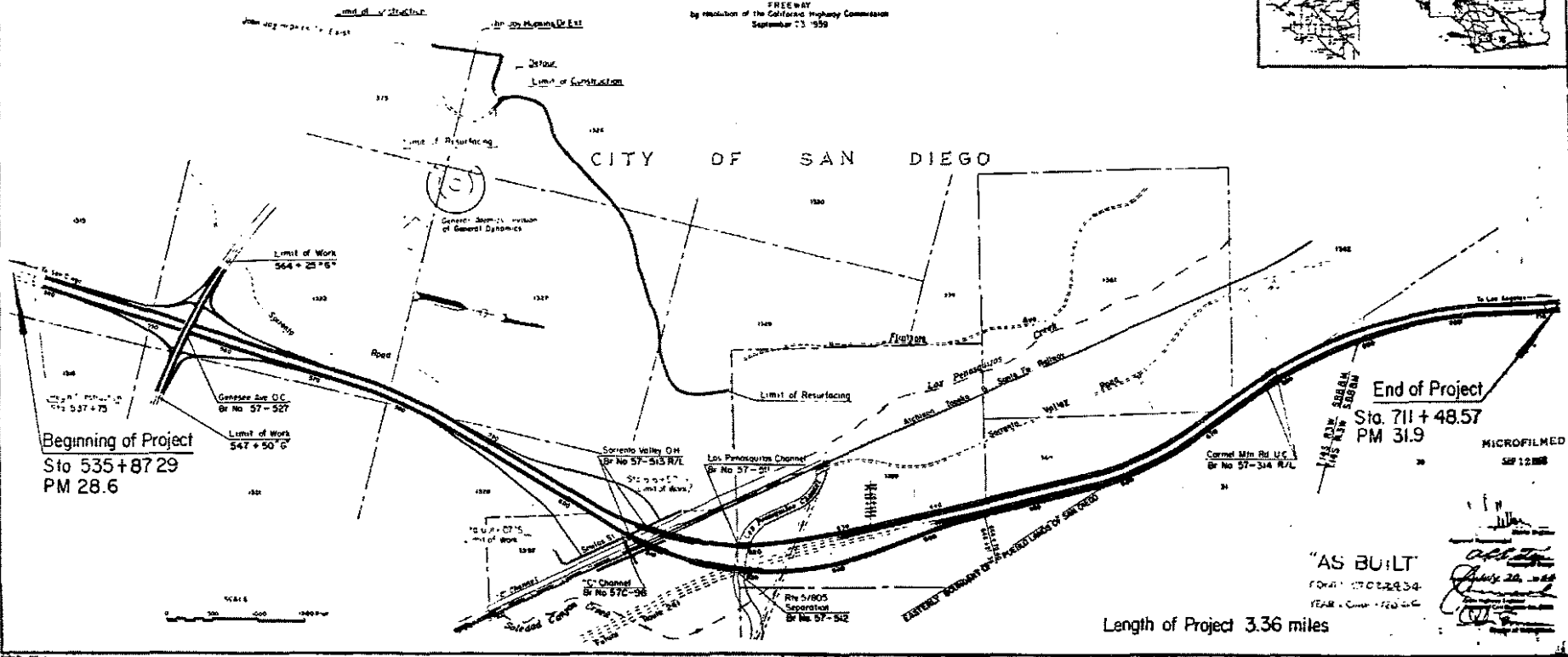
STATE OF CALIFORNIA
 HIGHWAY TRANSPORTATION AGENCY
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF HIGHWAYS

PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
 In San Diego County
 in San Diego between Miramar Road and 0.5 mile south of Carmel Valley Road

Using the detail plans of a portion of the route for the
 State Highway adopted by the California Highway Commission
 September 23, 1950 and declared a
 FREEWAY
 by resolution of the California Highway Commission
 September 23, 1950

INDEX OF SHEETS

Sheet No.	1	1. The Survey
	2	2. Typical Cross Sections
	3	3. Right-of-Way
	4	4. Plan and Profile
	5	5. Drainage Details
	6	6. Drainage Details
	7	7. Drainage Details
	8	8. Drainage Details
	9	9. Drainage Details
	10	10. Drainage Details
	11	11. Drainage Details
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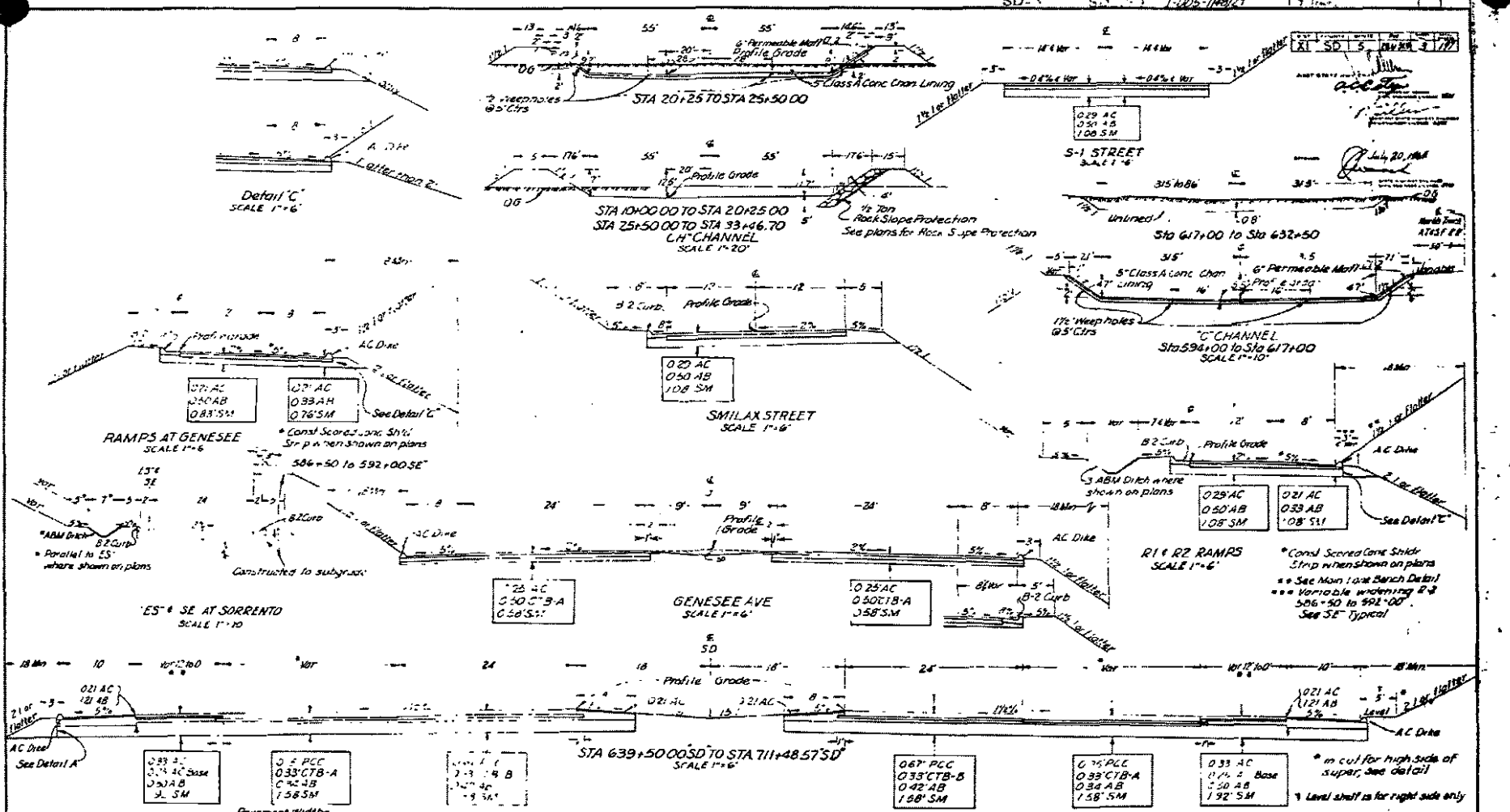


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Contract 11-023444

SD-3 S.D. 3 1-005-144179

DATE: 11/20/54
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



Pavement Widths

- Sta 659+50 SD to 662+00 SD
- Sta 674+50 SU to 677+00 SD
- Sta 659+50 SD to 649+00 S 2' 48"
- Sta 659+50 SD to 674+50 S 1' 36"
- Sta 674+50 SD to 711+48 S 2' 24"

NOTE:

- 1 Dimensions shown are subject to tolerances specified in the Standard Specifications
- 2 Super-elevation as directed by the Engineer
- 3 All AC Paving and Dikes shall be fog sealed
- 4 All AC Dikes shall be Type A

XI-SD-2-SD
 Mirror Road to 05 Mi. South of Carmel Valley Road
 SCALES AS SHOWN
TYPICAL CROSS SECTIONS

Pavement Widths

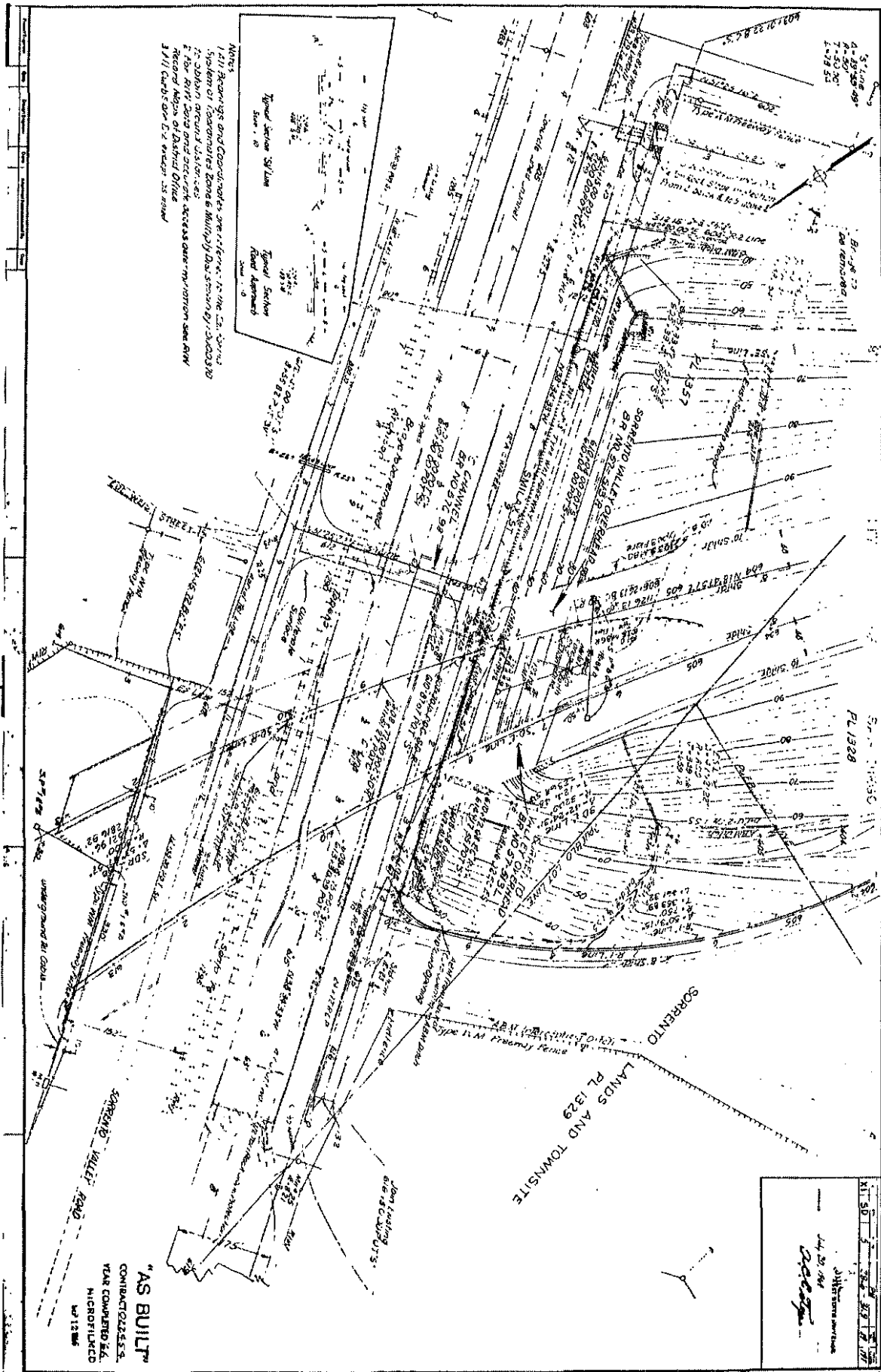
- Sta 639+50 SD to 645+00 SD 24'
- Sta 645+00 SD to 659+50 SD 60'
- Sta 659+50 SD to 674+00 SD 48'
- Sta 674+00 SD to 688+50 SD 36'
- Sta 688+50 SD to 711+48 SD 24'

AS BUILT

CONTRACT 023454
 YEAR COMPLETED '54

62-11V10H2245

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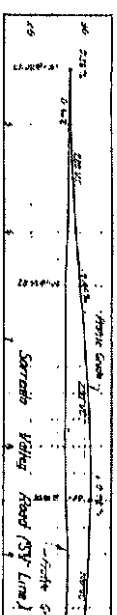
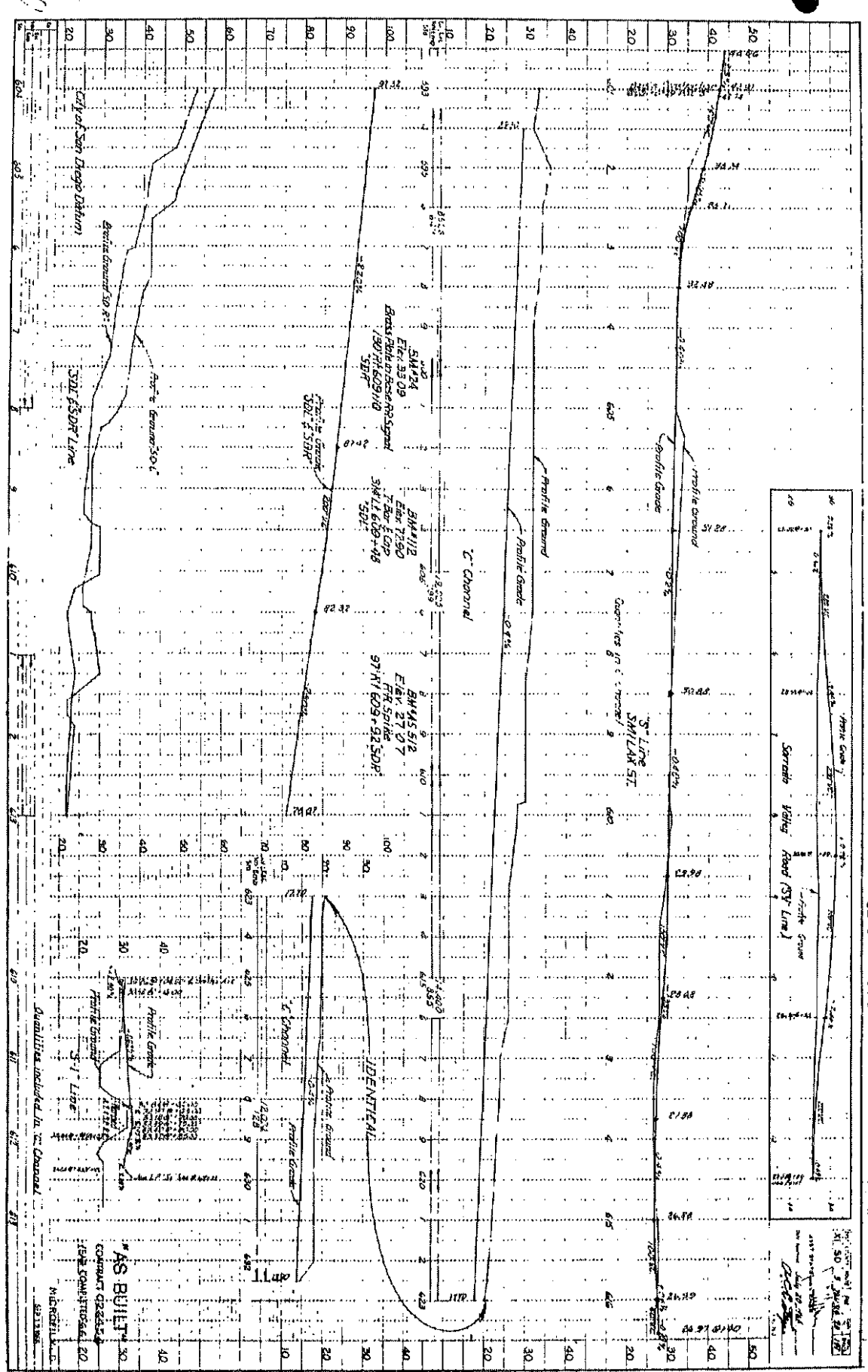
NOTES
 1. All Bearings and Coordinates are referred to the U.S. Survey System of 1853.
 2. All bearings are given in the form of S or N followed by the angle from the meridian.
 3. For any bearing and distance, see the Record Maps of District Office.
 4. All bearings are given in degrees, minutes and seconds.

"AS BUILT"
 CONTRACT 025554
 YEAR COMPLETED 1964
 MICROFILMED
 10/13/65

DATE: July 29, 1964
 BY: J. H. [Signature]
 TITLE: [Signature]
 PROJECT: [Signature]

SD-5 SD2-89





111

Quantities included in the Channel

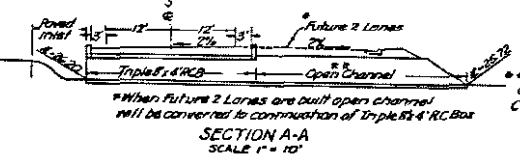
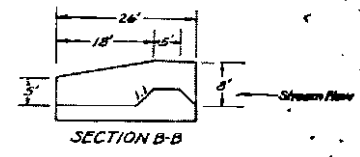
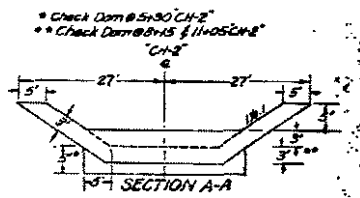
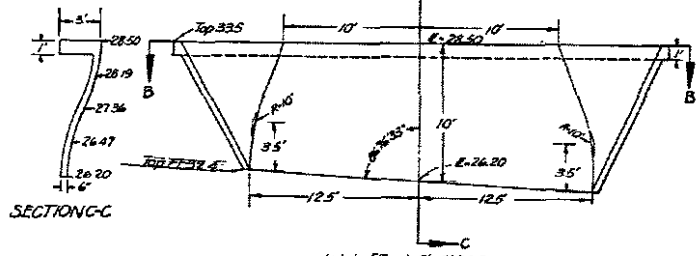
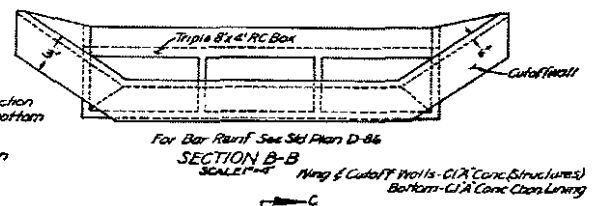
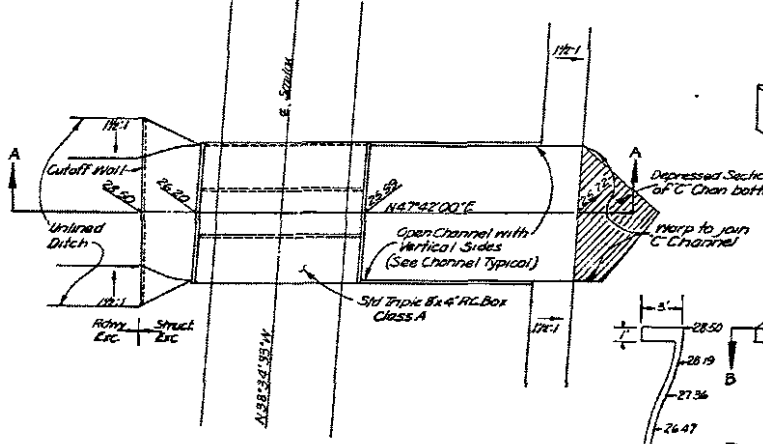
AS BUILT
CONCRETE GRADES
ELEV. QUANTITIES 20
MIDNIGHT 10

857188

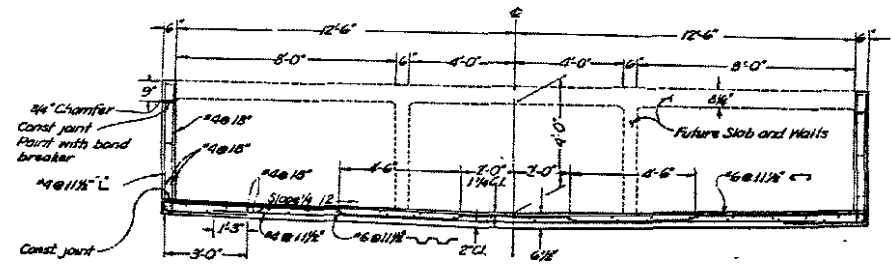


SD-5 SD-2 S9

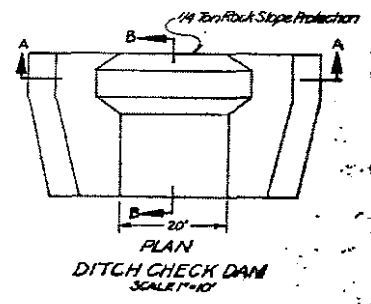
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Place 4" weep holes on 10' centers on each side of channel with 1 cu ft of Coarse Conc. Agg. (3/4" No. 4)



OPEN CHANNEL TYPICAL SECTION
SCALE 1" = 8'
BOX & CHANNEL AT STA. 6 04+15.00'S
SCALES AS SHOWN



"AS BUILT"
CONTRACT 02-24-22
YEAR COMPLETED 66

DRAINAGE DETAILS
SCALES AS SHOWN

MICROFILM
SERIALS

Exhibit - Riverside Creek Channel and Flap Channel Cross Section Maps and AS-BUILT DRAWING
Source: Riverside Creek Channel Drainage Energy Study

EXHIBIT M

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

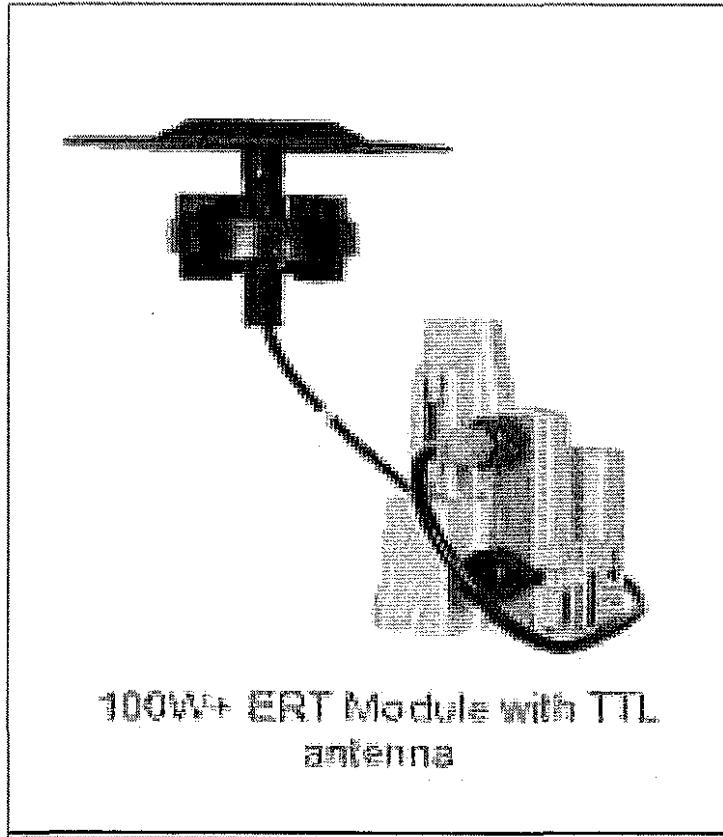
- A. Endpoints, see Photo 1:

Photo 1



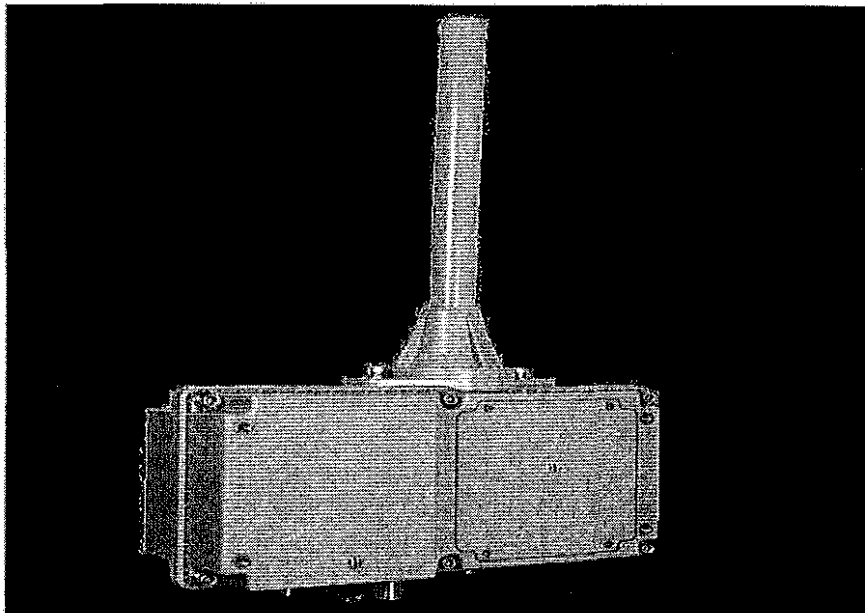
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



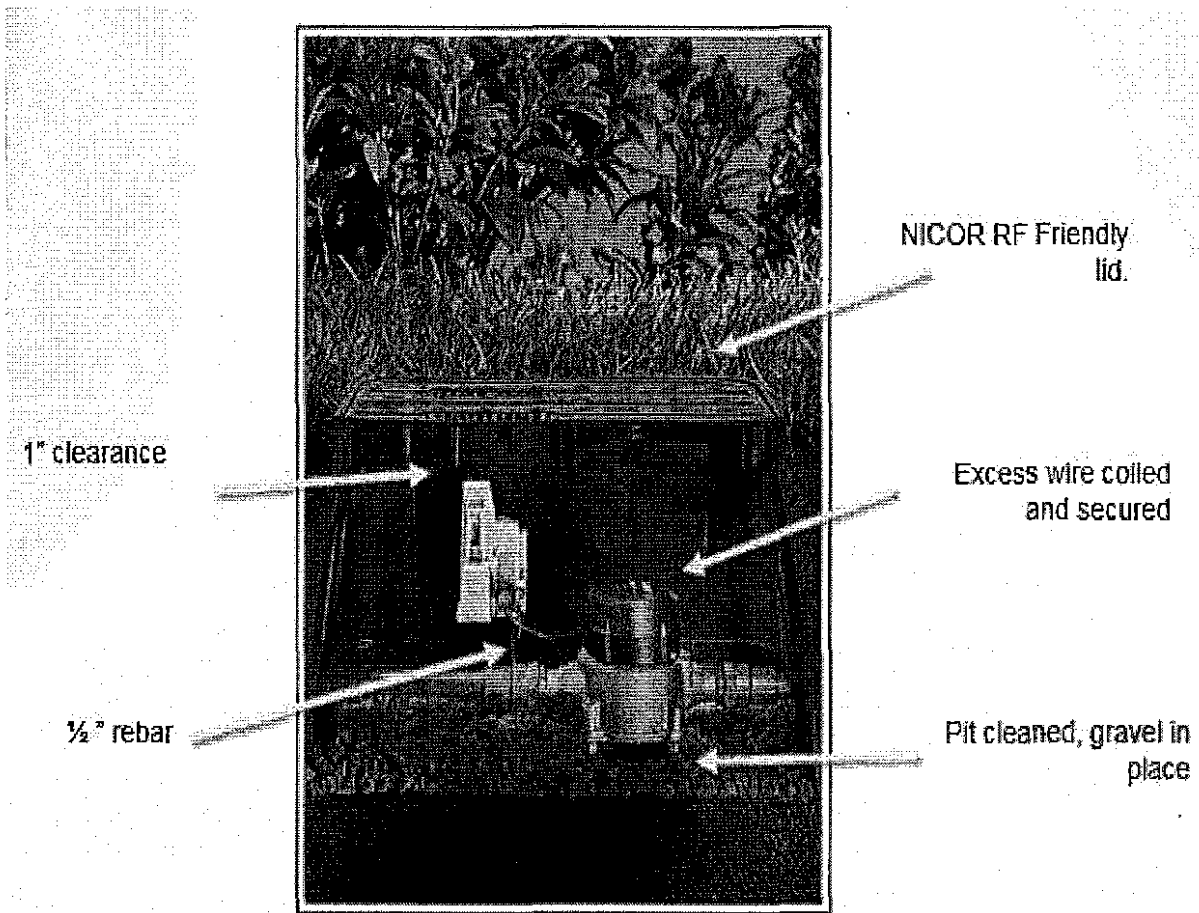
Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5



Photo 6 below is an example of disturbance that shall be avoided:

Photo 6

The antenna was drilled into the lid and now it is removed

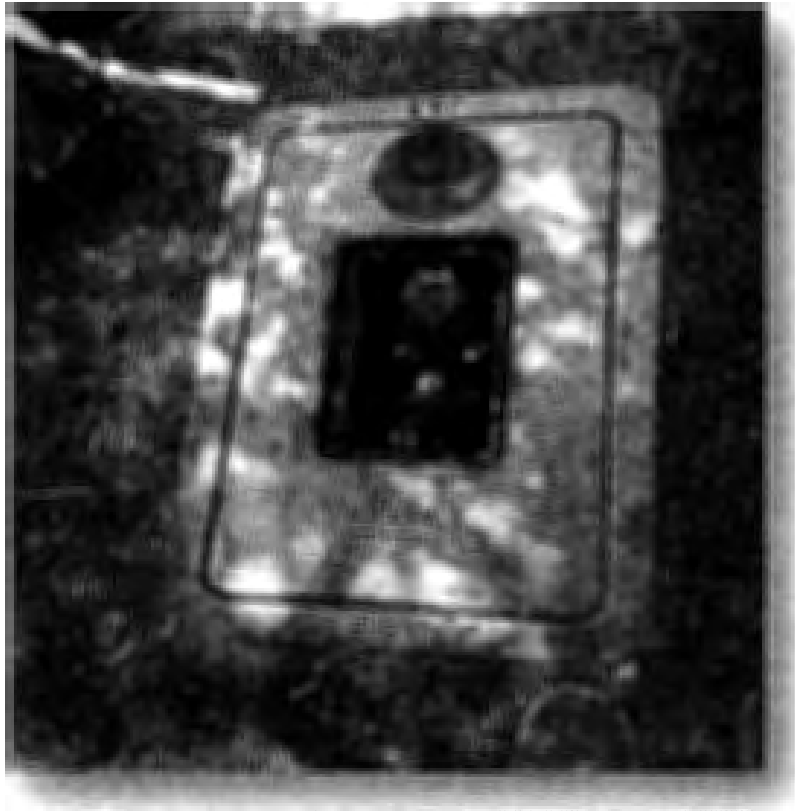


The ERT has been disconnected from the water meter

The endpoint is taken off the rod which is the original installation location

You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify AMI Project Manager Arwa Sayed at (619) 362-0121 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.