

# City of San Diego

CONTRACTOR'S NAME: KTA CONSTRUCTION, INC.  
ADDRESS: 821 Tavern Rd. Alpine, CA 91901  
TELEPHONE NO.: (619) 562-9464 FAX NO.: (619) 562-1685  
CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov  
Phone No. (619) 533-4491, Fax No. (619) 533-3633  
GTorres/RWBustamante/mlw

## BIDDING DOCUMENTS

## ORIGINAL



## FOR

## Sewer & AC Water Group 764A

BID NO.: K-17-1470-DBB-3  
SAP NO. (WBS/IO/CC): B-00380, B-13201  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 2  
PROJECT TYPE: KB, JA

### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

### BID DUE DATE:

2:00 PM

NOVEMBER 29, 2016

CITY OF SAN DIEGO

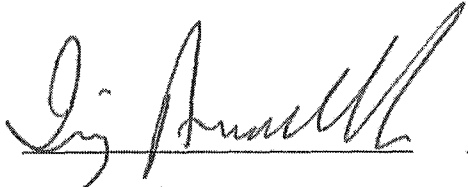
PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C

SAN DIEGO, CA 92101

**ENGINEER OF WORK**

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



For City Engineer

10-24-16

Date



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## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sewer & AC Water Group 764A**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's website: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,580,000**.
4. **BID DUE DATE AND TIME ARE: NOVEMBER 29, 2016 AT 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: Class A and C27; or, C34 and C42 and C27
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	<b>7.3%</b>
2. ELBE participation	<b>15.0%</b>
3. Total mandatory participation	<b>22.3%</b>
  - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
    - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
    - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.



**8. PRE-BID MEETING:**

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

**Date: November 8, 2016**  
**Time: 10:00 AM**  
**Location: 1010 Second Avenue, Suite 1400 (Large Conference Room),  
San Diego, CA 92101**

Attendance at the Pre-Bid Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

**9. AWARD PROCESS:**

- 9.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 9.4.** The low Bid will be determined by Base Bid plus all Alternates.
- 9.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone or for the Base Bid plus one or more alternates.

**10. SUBMISSION OF QUESTIONS:**

- 10.1.** The Public Works Department is responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise

set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts  
1010 Second Avenue, 14<sup>th</sup> Floor  
San Diego, California, 92101  
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
  - 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
  - 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.
11. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance and monitoring shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.
- 11.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, Appendix "J".
12. **PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
13. **ADDITIVE/DEDUCTIVE ALTERNATES:** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 13.1. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

### 2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS: Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

- 2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
  - 2.7.1 Important Note: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.
- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. :To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

### **3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT**

- 3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the

bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

- 3.3. The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4. The Bidder agrees to the construction of the project as described in Attachment "A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.
4. **BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.
5. **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**
  - 5.1. **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:  
  
<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg.shtml>.
  - 5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.
6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.

8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. **INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Docu ment
Standard Specifications for Public Works Construction ("The GREENBOOK") <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2015	PWPI07011-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <a href="http://www.sandiego.gov/publicworks/edocref/greenbook.shtml">http://www.sandiego.gov/publicworks/edocref/greenbook.shtml</a>	2015	PWPI07011-02
City of San Diego Standard Drawings* <a href="http://www.sandiego.gov/publicworks/edocref/standarddraw/">http://www.sandiego.gov/publicworks/edocref/standarddraw/</a>	2016	PWPI07011-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/publicworks/edocref/drawings">https://www.sandiego.gov/publicworks/edocref/drawings</a>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-05
CALTRANS Standard Plans - <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
14. **SUBCONTRACTOR INFORMATION:**
- 14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.
- 14.2. **LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY)** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier

or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

- 14.3. **LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
16. **AWARD PROCESS:**
  - 16.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
  - 16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
  - 16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure



the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

- 21.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

**22. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 22.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of

a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

- 22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

**23. BID RESULTS:**

- 23.1. The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.
- 23.2. To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

**24. THE CONTRACT:**

- 24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will

be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

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

24.5. The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

**25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

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

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

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

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

- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**27. PRE-AWARD ACTIVITIES:**

- 27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
- 27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

---

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

Construction  
KTA Corporation, Inc. \_\_\_\_\_, a corporation, as principal, and  
The Guarantee Company of North America USA \_\_\_\_\_, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and  
assigns, jointly and severally, to The City of San Diego a municipal corporation in the  
sum of THREE MILLION TWO HUNDRED NINETY FOUR THOUSAND SEVENTY SEVEN DOLLARS  
AND ZERO CENTS (\$3,294,077.00) for the faithful performance of the annexed contract, and in  
the sum of THREE MILLION TWO HUNDRED NINETY FOUR THOUSAND SEVENTY SEVEN  
DOLLARS AND ZERO CENTS (\$3,294,077.00) for the benefit of laborers and materialmen  
designated below.

#### Conditions:

If the Principal shall faithfully perform the annexed contract with the City of San Diego, California, then the obligation herein with respect to a faithful performance shall be void; otherwise it shall remain in full force.

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

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

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

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

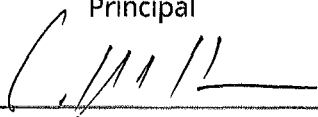
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated February 13, 2017

Approved as to Form

KTA Construction, Inc.

Principal


By 

Paul M. Henderson

Printed Name of Person Signing for  
Principal

Mara W. Elliott, City Attorney

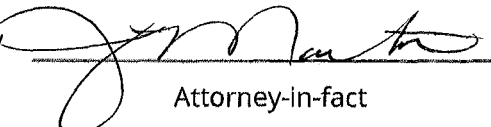
By 

By   
Stephen Samara, Principal Contract Specialist  
Public Works Department

The Guarantee Company of North America USA

Surety

Janice Martin, Attorney-in-Fact

By   
Attorney-in-fact

1800 Sutter Street, Suite 880

Local Address of Surety

Concord, CA 94520

Local Address (City, State) of Surety

(818) 936-2845

Local Telephone No. of Surety

Premium \$ 27,559.00 \*

Bond No. 12109261

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

On FEB 13 2017 before me, Lilia De Loera, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

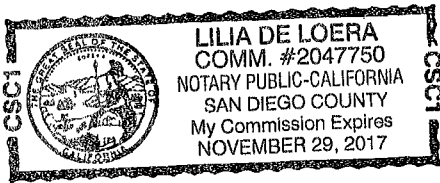
personally appeared Janice Martin  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public Lilia De Loera



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

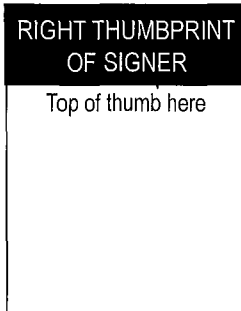
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

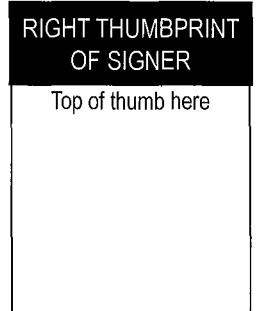
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_



**POWER OF ATTORNEY**

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

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

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

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

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

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

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

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



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

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**Stephen C. Ruschak, Vice President**

**Randall Musselman, Secretary**

**STATE OF MICHIGAN**  
**County of Oakland**

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



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

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

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 13th day of February, 2017

**Randall Musselman, Secretary**



## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction consists of the replacement of existing 4, 6, 8 and 12 inch AC water main with new 8 inch and 12 inch water main, appurtenances, water services, fire hydrants, existing water main removal and abandonment. Replacement of existing 6 and 8 inch VC sewer main with new 8 inch sewer main, sewer laterals, manholes, removal and abandonment of existing sewer main. Rehabilitation of existing 8 inch sewer mains. Street resurfacing, curb ramps, traffic control, re-vegetation, and all other incidental work.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **38478-01-D** through **38478-29-D**, and **38478-T01-D** through **38478-T07-D** inclusive.

2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,580,000**.

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

See Location Map attached in Appendix E.

4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **300 Working Days**.

4.1 **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.

4.2 The City has determined that the following licensing classification(s) are required for this contract:

Option	Classification(s)
1	CLASS A and C27
2	CLASS C34 and C42 and C27

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

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PHASED FUNDING:

- 1.1.** For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.
- 1.2.** The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3; "PAYMENT" prior to award of Contract.
- 1.3.** If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City has selects an Awardee or rejects all Bids.
- 1.4.** The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.
- 1.5.** At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.
- 1.6.** Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:
  1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,
  2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or
  3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

**PHASED FUNDING SCHEDULE AGREEMENT**

Check one:

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

**BID NUMBER: K-17-1470-DDB-3**

**CONTRACT OR TASK TITLE: Sewer & AC Water Group 764A**

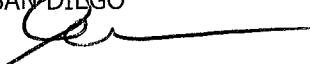
**CONTRACTOR: KTA Construction, Inc.**

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include, Bonds, Traffic Control, Mobilization, Clearing, Video Taping of Pre-Existing Conditions, a Flow Diversion Plan, Pollution Control Measures, Storage/Staging Area Protection, Clean & Televising of Existing Sewer Mains, Installation of Sewer Mains, Manholes, and Sewer Laterals, Trench Shoring and Connection to Existing Manholes.  The Installation of 8" & 12" water mains, 1" & 2" water services and 6" fire hydrants, asphalt trench cap and associated work such as traffic control, test and chlorinate the water mains and implementation of BMP.	NTP	8/31/17	\$750,000.00
2	Work to be completed in Phase 2 shall include the remaining of the construction activities associated with the contract and specifications, as well as revegetation, maintenance, and monitoring.	9/1/17	Project Completion	\$2,544,077.00
Total				\$3,294,077.00

Notes:

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


CITY OF SAN DIEGO

By:   
 Name: Gabriel Torres  
 Project Manager

Department Name: Public Works

Date: 3/27/17

CONTRACTOR

By:   
 Name: Paul M. Hansen

Title: President

Date: 3-27-17

**ATTACHMENT C**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT D**  
**PREVAILING WAGES**



1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
  - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
    - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
    - 1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.
  - 1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.
  - 1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll

records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

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

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

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

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## SUPPLEMENTARY SPECIAL PROVISIONS

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

- 1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
- 2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), addressed as the "City Supplement" herein, including the following:
  1. General Provisions (A) for all Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the City Supplement, item 54, "Normal Working Hours", ADD the following:

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

### SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

- 2-5.3.4 Supporting Information.** To the City Supplement, ADD the following:

2. For landscaping and irrigation materials, submit samples and test results to the Engineer within 15 Days of the NTP.

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of the intersection of Concord St & Talbot St. See Appendix "F" for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Catalina Blvd 12 inch CI & Sewer Main, Joe Myers, Project Manager

- 2-16**            **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

#### **SECTION 4 - CONTROL OF MATERIALS**

- 4-1.3.6**        **Preapproved Materials.** To the City Supplement, ADD the following:
3.        You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

- 4-1.6**        **Trade Names or Equals.** To the City Supplement, ADD the following:
11.      You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:
- <http://www.sandiego.gov/publicworks/edocref/index.shtml>

#### **SECTION 5 - UTILITIES**

- 5-2**            **PROTECTION.** To the City Supplement, item 2, ADD the following:
- g)        Refer to Appendix "N" for more information on the protection of AMI devices.

- 5-6**            **COOPERATION.** ADD the following:
1.        Notify SDG&E at least 14 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

#### **SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK**

- 6-1.1**        **Construction Schedule.** To item 20, ADD the following:
- The 120 Calendar Day for the Plant Establishment Period is included in the stipulated Contract Time.

- 6-2.1**        **Moratoriums.** To the City Supplement, ADD the following:
3.        Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
- a)        Paving Moratorium: Canon St from Ullman St to Valemont St (inclusive), ends on 11/26/17.

- b) Paving Moratorium: Bangor St (Cul-de-sac) south of Talbot St (inclusive), ends on 11/21/19.

**ADD:**

**6-3.2.1.1 Environmental Document.**

1. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared an Addendum to Mitigated Negative Declaration (AMND) No. 255100 for **Sewer and AC Water Group 764A**, Project No. **453557**, as referenced in the Contract Appendix. You shall comply with all requirements of the AMND as set forth in Appendix A.
2. Compliance with the City's environmental document shall be included in the Contract Price.

**6-3.2.2 Archeological and Native American Monitoring Program.** To the City Supplement, ADD the following:

4. You shall retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**6-3.2.3 Paleontological Monitoring Program.** To the City Supplement, ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.

**6-7.1 General.** To the City Supplement, item 3, ADD the following:

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.
- e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

**7-3**            **INSURANCE.**

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



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

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

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

**7-3.2.3 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.

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

#### **7-3.2.4**

#### **Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the

coverage limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.

5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance.**

**7-3.5.1.1 Additional Insured.**

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

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.

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

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

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

**7-3.5.3 Contractors Pollution Liability Insurance Endorsements.**

**7-3.5.3.1 Additional Insured.**

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

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

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

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

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

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

**7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

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

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

**7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

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

**7-4**            **NOT USED.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4**            **WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.**

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

2.            Limits for this insurance shall be not less than the following:

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

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

**7-4.1.**            **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.

**7-8.1**            **General. To the City Supplement, ADD the following:**

2.            Use a self-loading motorized street sweeper equipped with a functional water spray system for this project.

**7-8.6**            **Water Pollution Control.** To the City Supplement, ADD the following:

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

**7-16.1.3**            **Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent



information (with additional contact names given during award process) to the following recipients:

Gabriel Torres, Associate Engineer, [GTorres@sandiego.gov](mailto:GTorres@sandiego.gov)

Roy Ganzon, Project Engineer, [RGanzon@sandiego.gov](mailto:RGanzon@sandiego.gov)

Resident Engineer, TBA, [TBA@sandiego.gov](mailto:TBA@sandiego.gov)

**7-16.3 Exclusive Community Liaison Services.** To the City Supplement, ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

**7-20 ELECTRONIC COMMUNICATION.** To the City Supplement, ADD the following:

2. Virtual Project Manager shall be used on this Contract.

**7-21.1 General.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.2 Partial and Final Payment.** To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

**ADD:**

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** To the City Supplement ADD the following:

5. This Contract is not subject to the provisions of The "WHITEBOOK" for Compensation Adjustments for Price Index Fluctuations for paving asphalt.

**SECTION 203 - BITUMINOUS MATERIALS**

**203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS).** To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

**SECTION 209 - PRESSURE PIPE**

**209 PRESSURE PIPE.** To the City Supplement, ADD the following:

2. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.

**SECTION 302 - ROADWAY SURFACING**

**302-4.12.2.1 General.** To the City Supplement, ADD the following:

3. When Type I is to be applied over Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of Type III material not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I material.

**302-4.12.4 Measurement and Payment.** To the City Supplement, item 2, Bid Description Table, ADD the following:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF

**302-7.4 Payment.** To the City Supplement, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

## SECTION 304 – METAL FABRICATION AND CONSTRUCTION

**304-5**      **PAYMENT.** To the City Supplement, REVISE section “304-5” to “304-6”.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

**306-1**      **GENERAL.** ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans.

**306-7.8.2.1**      **General.** To the City Supplement, item 2, ADD the following:

- a)      Specified test pressure for Class 235 pipe shall be 150 psi.
- b)      Specified test pressure for Class 305 pipe shall be 200 psi.

## SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

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

- 4.      Within 3 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:
  - a)      Contractor’s Experience; past project documentation
  - b)      Manufacturer Certification
  - c)      Authorize Installer Certificates

**ADD:**

**500-1.1.6.1**      **Order of Work for Rehabilitation Installation.**

- 1.      Rehabilitation shall be performed in the following order of Work:
  - a)      First: Rehabilitation of Sewer Main, including sampling and testing.
  - b)      Second: Installation of Sewer Lateral Connections and End Seals.
  - c)      Third: Rehabilitation of Sewer Laterals, including sampling and testing.
- 2.      You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

**500-1.6.6**      **Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the service lateral rehabilitation Work of existing sewer laterals, existing cast iron sewer laterals, cleanout installations at the access point, and manual excavations for cleanout pits shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout Greater than 7 Feet in Depth
Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout up to 7 Feet in Depth

These Bid items shall include all necessary labor, materials, and equipment in order to clean, repair, and line the Sewer Lateral.

2. The point repair Work for sewer laterals shall be in accordance with 500-1.2, "Pipeline Point Repair/Replacement" and shall be included in the Bid item for each "Point Repair for Existing Sewer Lateral". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, and inspect the Point Repair.
3. The payment for cleaning and video inspection for rehabilitated laterals shall be paid in accordance with 306-18.7, "Payment".

### SECTION 700 – MATERIALS

**700-9.1 Pedestrian Barricade.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

3. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".
4. Assembly shall be commercial quality galvanized material.

**SECTION 701 - CONSTRUCTION**

**701-2 PAYMENT.** To the City Supplement, ADD the following:

19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".
20. The payment for Pipe Bollards shall be included in the Bid item for each "Pipe Bollard".

**SECTION 800 - MATERIALS**

**800-1.2.5 Mulch.** To the City Supplement, item 3, subsection "i", ADD the following:

**Type 9 Mulch** shall be 2 inches maximum in size.

**SECTION 802 - NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1 Project Biologist.** To the City Supplement, ADD the following:

5. You shall 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.

**EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A - GENERAL REQUIREMENTS**

**4.1 Nondiscrimination in Contracting Ordinance.** To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

You 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.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**ADDENDUM TO MITIGATED NEGATIVE DECLARATION (AMND)**



(619) 446-5460

**FINAL  
ADDENDUM TO MITIGATED  
NEGATIVE DECLARATION No. 255100  
(SCH No. 20111091045)  
Project No. 453557**

**SUBJECT: Sewer and AC Water Group 764A:** The project is located within public right-of-way and City-owned utility easements along portions of the streets and unnamed alley ways within the Peninsula Community Planning Area (Council District 2), east and southeasterly of the Point Loma Park and Recreation Center: Albion Street, Bangor Street, Concord Street, Talbot Street, Evergreen Street, Varona Street, Ullman Street, Canon Street, Hill Street, and Bangor Place.

The purpose of the Sewer and AC Water Group 764A project is to improve the existing water and sewer systems and to benefit the surrounding community by replacing 5,709 linear feet (LF) of existing 4, 6, 8, and 12 inch water main lines with new 8 and 12 inch water main lines within existing alignments at depths ranging from 3 to 5 feet. The project would also replace existing 6 and 8 inch sewer main lines with new 8 and 10 inch lines consisting in length of approximately 4,354 LF utilizing a “replace-in-place” method; provide 431 LF of rehabilitation utilizing “trenchless technology”; and realigning 3,748 LF of sewer main within new trenches. Approximately 4,352 LF of existing sewer main line would be abandoned. Excavation for the “replace-in-place” method and implementation of the new sewer trenching would occur at depths, ranging from 7 to 20 feet deep, and the associated widths of the trenches would be 3 to 4 feet. Associated improvements would include construction of new manholes within the existing and new sewer main alignments, laterals, valves, tees, and crosses. All work would occur within developed areas, and is not located within or adjacent to the City’s Multi-Habitat Planning Area (MHPA). For erosion control measures, re-vegetation of graded areas that are located in areas which were previously disturbed would be re-vegetated pursuant to the re-vegetation plan for the project.

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

- I. **PROJECT DESCRIPTION:** Sewer and AC Water Group 764A is part of the City of San Diego’s on-going Sewer Main and Water Main Replacement Program. The existing sewer and water lines are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

The project will require an open trench method of construction to replace water mains within existing pipeline alignments and realignments. The trench depth for water mains will vary from 3 to 5 feet and the widths of the trenches would be 3 to 4 feet. The project would also replace existing 6 and 8 inch sewer main lines with new 8 and 10 inch lines consisting in length of approximately 4,354 LF utilizing a “replace-in-place” method; provide 431 LF of rehabilitation,



utilizing “trenchless technology”; and realigning 3,748 LF of sewer main within new trenches. Excavation for the “replace-in-place” method and implementation of the new sewer trenching would occur at depths, ranging from 7 to 20 feet deep, and the associated widths of the trenches would be 3 to 4 feet.

Other components of the project will include abandonment of approximately 4,352 LF of existing sewer main line, replacement of fire hydrants, slurry seal and resurface roadway segments, construction of new manholes, within the existing and new sewer main alignments, laterals, valves, tees, and crosses. For erosion control measures, re-vegetation of graded areas that are located in areas which were previously disturbed would be re-vegetated pursuant to the re-vegetation plan for the project.

Pipeline abandonment activities will have minimum surface/subsurface disturbance. The lines would be left in place, capped at both ends and slurry filled per engineering design standards. All abandonments would occur within existing public right of way/roadways.

All work would occur within the public right-of-way and existing public utility easements. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation’s *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic controls plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices will be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

II. ENVIRONMENTAL SETTING: The project would occur within the developed public right-of-way and existing public utility easements located within the Peninsula Community Plan area. Surrounding land uses include existing single-family residential, developed park lands, undeveloped open-space areas, and an elementary school.

### III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego’s Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306 of the San Diego Municipal Code, and State CEQA Guidelines Section 15064(c), no public review period is required for this addendum.

#### Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to

archaeological resources to below a level of significance. The Sewer and AC Water Group 764A project area would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, excavation within previously undisturbed soil, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

#### Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. Portions of the project area are underlain by the Bay Point, and Linda Vista geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the sensitivity of the affected formations and proposed 20-foot excavation depths, construction of Sewer and AC Water Group 764A could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance for the project, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

#### IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. 255100 for the project described in the attached MND and Initial Study.

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

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

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306 of the San Diego Municipal Code, and State CEQA Guidelines Section 15064(c), no public review period is required for this addendum.

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

**Historical Resources (Archaeology)**

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

**II. Prior to Start of Construction**

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
  - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
  - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule

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

### III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
  2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
  3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
  1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to

temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.

2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
  - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
  - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
    - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
  - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
    - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
    - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the artifacts within the trench alignment and width shall be

documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### IV. Discovery of Human Remains

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

##### A. Notification

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

##### B. Isolate discovery site

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and

the PI, and, if:

- a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
- b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
- c. To protect these sites, the landowner shall do one or more of the following:
  - (1) Record the site with the NAHC;
  - (2) Record an open space or conservation easement; or
  - (3) Record a document with the County.
- d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

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

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

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

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

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



- B. If night and/or weekend work becomes necessary during the course of construction
  - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

### A. Submittal of Draft Monitoring Report

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

### B. Handling of Artifacts

- 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
- 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

### C. Curation of artifacts: Accession Agreement and Acceptance Verification

- 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
- 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no



further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.

3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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## **Paleontological Resources**

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

#### **A. Entitlements Plan Check**

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

#### **B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

### **II. Prior to Start of Construction**

#### **A. Verification of Records Search**

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

#### **B. PI Shall Attend Precon Meetings**

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon

Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
  - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
  - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule  
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

### III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are

- encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVSR). The CSVSR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
    - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
      - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
    - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
      - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
      - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The

remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### **IV. Night and/or Weekend Work**

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

#### **V. Post Construction**

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

potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.

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

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Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices are available for review in the office of the Development Services Department, or for purchase at the cost of reproduction.



Mark Brunette, Senior Planner  
Development Services Department

3/8/16  
Date of Final Report

Analyst: Chris Tracy, AICP

Attachments:        Location Map  
                         Mitigated Negative Declaration No. 255100







## MITIGATED NEGATIVE DECLARATION

Project No. 255100  
SCH No. 2011091045

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

Update 10/20/2011

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

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

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

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

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

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

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

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

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

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



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

#### HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

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

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

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

#### WATER GROUP 949 (PROJECT NO. 232719)

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

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

SEWER GROUP 787 (PROJECT NO. 231928)

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

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

WATER GROUP 914 (PROJECT NO. 233447)

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

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

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

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

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

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

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

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

IV. DOCUMENTATION:

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

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

**A. GENERAL REQUIREMENTS – PART I**

Plan Check Phase (prior to permit issuance)

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

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

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

**B. GENERAL REQUIREMENTS – PART II**

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

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

**Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist**

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

CONTACT INFORMATION:

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

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

**Note:**

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

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

**Document Submittal/Inspection Checklist**

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

## SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

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

**I. Prior to Permit Issuance**

A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:

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

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

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

#### COASTAL CALIFORNIA GNATCATCHER

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

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

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

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



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

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

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

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



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

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

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

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

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

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

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

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

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

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

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

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

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

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

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

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

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

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

B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:

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

## II. Prior to Start of Construction

### A. Preconstruction Meeting

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

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

### III. During Construction

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

be incorporated.

#### IV. Post Construction

##### A. Preparation and Submittal of Monitoring Report

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

##### B. HISTORICAL RESOURCES (ARCHAEOLOGY)

###### Prior to Permit Issuance or Bid Opening/Bid Award

###### A. Entitlements Plan Check

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

###### B. Letters of Qualification have been submitted to ADD

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

#### II. Prior to Start of Construction

##### A. Verification of Records Search

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

##### B. PI Shall Attend Precon Meetings

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

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

a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

3. Identify Areas to be Monitored

b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.

c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).

d. MMC shall notify the PI that the AME has been approved.

4. When Monitoring Will Occur

a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.

b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

5. Approval of AME and Construction Schedule

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

### III. During Construction

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

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

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are



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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

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



- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
- (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

**D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way**

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

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

**IV. Discovery of Human Remains**

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

**A. Notification**

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

**B. Isolate discovery site**

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

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

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

## V. Night and/or Weekend Work

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

## VI. Post Construction

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

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

## C. PALEONTOLOGICAL RESOURCES

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

#### A. Entitlements Plan Check

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

#### B. Letters of Qualification have been submitted to ADD

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

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

## II. Prior to Start of Construction

### A. Verification of Records Search

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

### B. PI Shall Attend Precon Meetings

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

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

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

### III. During Construction

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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

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

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

#### IV. Night and/or Weekend Work

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

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



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

## V. Post Construction

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



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

**D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)**

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

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

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

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

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government

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

State of California

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

County of San Diego

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

City of San Diego

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

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

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

**Other Interested Individuals or Groups**

Community Planning Groups

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

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

Town/Community Councils - PUBLIC NOTICE ONLY

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

**Other Interested Individuals or Groups**


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

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

VII. RESULTS OF PUBLIC REVIEW:

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

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

  
Myra Herrmann, Senior Planner  
Development Services Department

September 14, 2011  
Date of Draft Report

October 24, 2011  
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:

Figure 1 - Harbor Drive Pipeline Location Map

Figure 2 - Water Group 949 Site 1 Location Map

Figure 3- Water Group 949 Site 2 Location Map

Figure 4- Water Group 949 Site 3 Location Map

Figure 5- Sewer Group 787 Location Map

Figure 6- Water Group 914 Location Map

Figure 7- Sewer and Water Group 732 Location Map

Figure 8- Water Group 949-Site 2 with the MHPA

Initial Study Checklist

SEWER AND AC WATER GROUP JOB 764A PROJECT  
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100  
(Project No. 453557)  
AND  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON March 9, 2016

WHEREAS, on February 22, 2015, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Sewer And AC Water Group Job 764A Project (Project); and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on March 9, 2016; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the City Manager considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director for the Development Services Department as designated by the City Manager that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said Declaration, together with any comments received during the public review process, has been reviewed and considered by the Director of the Department of Development Services as designated by the City Manager in connection with the approval of the Project.

BE IT FURTHER RESOLVED, that the Deputy Director of the Department of Development Services finds on the basis of the entire record that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study, that



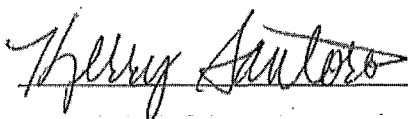
there is no substantial evidence that the Project will have a significant effect on the environment, and, therefore, that said Declaration is hereby adopted.

BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Department of Development Services as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

BE IT FURTHER RESOLVED, that Development Services Staff is directed to file a Subsequent Action Notice of Determination with the Clerk of the Board of the Supervisors for the County of San Diego regarding the project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: 3/9/16

ATTACHMENT: Exhibit A: Mitigation Monitoring and Reporting Program

## EXHIBIT A

### MITIGATION MONITORING AND REPORTING PROGRAM SEWER AND AC WATER GROUP JOB 764A PROJECT PROJECT NO. 431936

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with Public Resources Code Section 21081.6 during implementation of mitigation measures. This program identifies at a minimum: the department responsible for the monitoring, what is to be monitored, how the monitoring shall be accomplished, the monitoring and reporting schedule, and completion requirements. A record of the Mitigation Monitoring and Reporting Program will be maintained at the offices of the Development Services Department, 1222 First Avenue, Fifth Floor, San Diego, CA, 92101.

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

#### Historical Resources (Archaeology)

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

###### **A. Entitlements Plan Check**

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

###### **B. Letters of Qualification have been submitted to ADD**

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

##### **II. Prior to Start of Construction**

###### **A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the

search was in-house, a letter of verification from the PI stating that the search was completed.

2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

**B. PI Shall Attend Precon Meetings**

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

### III. During Construction

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

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

#### B. Discovery Notification Process

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

#### C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
  - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.

- b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
    - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
  - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
    - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
    - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
- 1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
    - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
    - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

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

#### **IV. Discovery of Human Remains**

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

##### **A. Notification**

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

##### **B. Isolate discovery site**

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
  - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
  - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN

- c. To protect these sites, the landowner shall do one or more of the following:
    - (1) Record the site with the NAHC;
    - (2) Record an open space or conservation easement; or
    - (3) Record a document with the County.
  - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
- 1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  - 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
  - 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

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

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

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

### A. Submittal of Draft Monitoring Report

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

### B. Handling of Artifacts

1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

### C. Curation of artifacts: Accession Agreement and Acceptance Verification

1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with



an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.

2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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## **Paleontological Resources**

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

#### **A. Entitlements Plan Check**

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

#### **B. Letters of Qualification have been submitted to ADD**

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

### **II. Prior to Start of Construction**

#### **A. Verification of Records Search**

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

**B. PI Shall Attend Precon Meetings**

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

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

### III. During Construction

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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

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

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

#### **IV. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  - 2. The following procedures shall be followed.

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

## V. Post Construction

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

1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
  4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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



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

- 3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.
- 3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **POLICY**

- 4.1 The Water Department shall collect a deposit from every customer requiring a fire hydrant meter and appurtenances prior to providing the meter and appurtenances (see Section 7.1 regarding the Fees and Deposit Schedule). The deposit is refundable upon the termination of use and return of equipment and appurtenances in good working condition.
- 4.2 Fire hydrant meters will have a 2 ½" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
  - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
  - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
    - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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2. Construction and maintenance related activities (see Tab 2).
  - b. No customer inside or outside the boundaries of the City of San Diego Water Department shall resell any portion of the water delivered through a fire hydrant by the City of San Diego Water Department.
  - c. The City of San Diego allows for the issuance of a temporary fire hydrant meter for a period not to exceed 12 months (365 days). An extension can only be granted in writing from the Water Department Director for up to 90 additional days. A written request for an extension by the consumer must be submitted at least 30 days prior to the 12 month period ending. No extension shall be granted to any customer with a delinquent account with the Water Department. No further extensions shall be granted.
  - d. Any customer requesting the issuance of a fire hydrant meter shall file an application with the Meter Section. The customer must complete a "Fire Hydrant Meter Application" (Tab 1) which includes the name of the company, the party responsible for payment, Social Security number and/or California ID, requested location of the meter (a detailed map signifying an exact location), local contact person, local phone number, a contractor's license (or a business license), description of specific water use, duration of use at the site and full name and address of the person responsible for payment.
  - e. At the time of the application the customer will pay their fees according to the schedule set forth in the Rate Book of Fees and Charges, located in the City Clerk's Office. All fees must be paid by check, money order or cashiers check, made payable to the City Treasurer. Cash will not be accepted.
  - f. No fire hydrant meters shall be furnished or relocated for any customer with a delinquent account with the Water Department.
  - g. After the fees have been paid and an account has been created, the

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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**7. FEE AND DEPOSIT SCHEDULES**

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

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

**8. UNAUTHORIZED USE OF WATER FROM A HYDRANT**

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.



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

**Larry Gardner  
Water Department Director**

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

#### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use:		Check Box if Reclaimed Water

## Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ( )
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	
Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter			

Fire Hydrant Meter Removal Request		Requested Removal Date:
Provide Current Meter Location If Different from Above:		
Signature:	Title:	Date:
Phone: ( )	Pager: ( )	

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

Auto Detailing  
Backfilling  
Combination Cleaners (Vactors)  
Compaction  
Concrete Cutters  
Construction Trailers  
Cross Connection Testing  
Dust Control  
Flushing Water Mains  
Hydro Blasting  
Hydro Seeing  
Irrigation (for establishing irrigation only; not continuing irrigation)  
Mixing Concrete  
Mobile Car Washing  
Special Events  
Street Sweeping  
Water Tanks  
Water Trucks  
Window Washing

**Note:**

1. If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charges.

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

The authorization for use of Fire Hydrant Meter # \_\_\_\_\_, located at (*Meter Location Address*) ends in 60 days and will be removed on or after (*Date Authorization Expires*). Extension requests for an additional 90 days must be submitted in writing for consideration 30 days prior to the discontinuation date. If you require an extension, please contact the Water Department, or mail your request for an extension to:

City of San Diego  
Water Department  
Attention: Meter Services  
2797 Caminito Chollas  
San Diego, CA 92105-5097

Should you have any questions regarding this matter, please call the Fire Hydrant Hotline at (619) \_\_\_\_\_ - \_\_\_\_\_.

Sincerely,

Water Department

## APPENDIX C

### MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

## Materials Typically Accepted by Certificate of Compliance

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

**APPENDIX D**  
**SAMPLE CITY INVOICE**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		<b>Contractor's Name:</b>	
<b>Project Name:</b>		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	<b>Invoice No.</b>
Resident Engineer (RE):		Contractor's fax #:	<b>Invoice Date:</b>
RE Phone#:	Fax#:	Contact Name:	Billing Period: ( to

Item #	Item Description	Contract Authorization			Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY
1					\$ -	\$ -		\$ -	0.00%	\$ -
2					\$ -	\$ -		\$ -	0.00%	\$ -
3					\$ -	\$ -		\$ -	0.00%	\$ -
4					\$ -	\$ -		\$ -	0.00%	\$ -
5					\$ -	\$ -		\$ -	0.00%	\$ -
6					\$ -	\$ -		\$ -	0.00%	\$ -
7					\$ -	\$ -		\$ -	0.00%	\$ -
8					\$ -	\$ -		\$ -	0.00%	\$ -
9					\$ -	\$ -		\$ -	0.00%	\$ -
10					\$ -	\$ -		\$ -	0.00%	\$ -
11					\$ -	\$ -		\$ -	0.00%	\$ -
12					\$ -	\$ -		\$ -	0.00%	\$ -
13					\$ -	\$ -		\$ -	0.00%	\$ -
14					\$ -	\$ -		\$ -	0.00%	\$ -
15					\$ -	\$ -		\$ -	0.00%	\$ -
16					\$ -	\$ -		\$ -	0.00%	\$ -
17	<b>Field Orders</b>				\$ -	\$ -		\$ -	0.00%	\$ -
18					\$ -	\$ -		\$ -	0.00%	\$ -
<b>CHANGE ORDER No.</b>					\$ -	\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -	\$ -		\$ -		\$ -
									<b>Total Billed</b>	\$ -

**SUMMARY**

A. Original Contract Amount	\$ -
B. Approved Change Order #00 Thru #00	\$ -
C. Total Authorized Amount (A+B)	\$ -
D. Total Billed to Date	\$ -
E. Less Total Retention (5% of D )	\$ -
F. Less Total Previous Payments	\$ -
<b>G. Payment Due Less Retention</b>	<b>\$0.00</b>
H. Remaining Authorized Amount	\$0.00

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

\_\_\_\_\_  
Resident Engineer

\_\_\_\_\_  
Construction Engineer

**Retention and/or Escrow Payment Schedule**

Total Retention Required as of this billing (Item E)	\$0.00
Previous Retention Withheld in PO or in Escrow	\$0.00
<b>Add'l Amt to Withhold in PO/Transfer in Escrow:</b>	<b>\$0.00</b>
<b>Amt to Release to Contractor from PO/Escrow:</b>	

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



**APPENDIX E**  
**LOCATION MAP**



**APPENDIX F**  
**ADJACENT PROJECTS**

The City of  
**SAN DIEGO** Public Works  
**SEWER AND AC WATER GJ 764A**

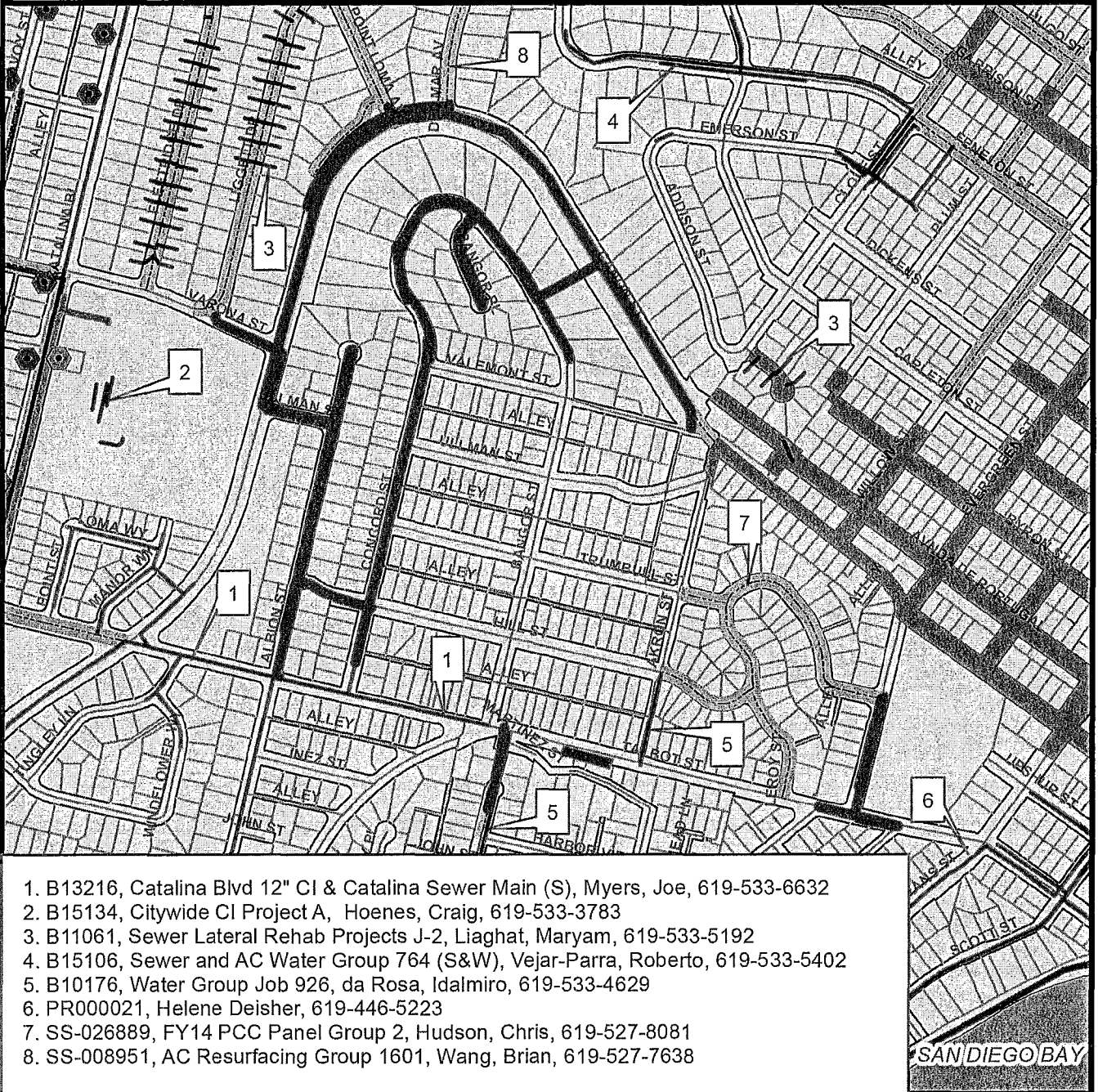
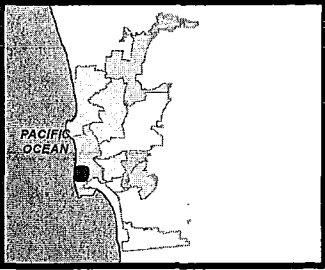
**Adjacent Project**

SENIOR ENGINEER  
 IRAJ ASGHARZADEH  
 619-533-5105

PROJECT MANAGER  
 GABRIEL TORRES  
 619-533-4630

PROJECT ENGINEER  
 ROY GANZON  
 619-533-5247

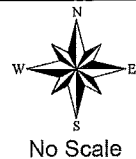
CONSTRUCTION PROJECT  
 INFORMATION LINE  
 (619) 533-4207



1. B13216, Catalina Blvd 12" CI & Catalina Sewer Main (S), Myers, Joe, 619-533-6632
2. B15134, Citywide CI Project A, Hoenes, Craig, 619-533-3783
3. B11061, Sewer Lateral Rehab Projects J-2, Liaghat, Maryam, 619-533-5192
4. B15106, Sewer and AC Water Group 764 (S&W), Vejar-Parra, Roberto, 619-533-5402
5. B10176, Water Group Job 926, da Rosa, Idalmiro, 619-533-4629
6. PR000021, Helene Deisher, 619-446-5223
7. SS-026889, FY14 PCC Panel Group 2, Hudson, Chris, 619-527-8081
8. SS-008951, AC Resurfacing Group 1601, Wang, Brian, 619-527-7638

**Legend**

- PROPOSED SEWER
- PROPOSED WATER



COMMUNITY NAME: PENINSULA

COUNCIL DISTRICT: 2

SAP ID: B00380 (S) \ B13201 (W)

Date: September 30, 2016

Sewer & AC Water Group 764A Appendix F - Adjacent Projects (Rev. Sept. 2016)

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**APPENDIX G**  
**HYDROSTATIC DISCHARGE FORM**

**Hydrostatic Discharge Requirements Certification** (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by ([http://www.waterboards.ca.gov/sandiego/board\\_decisions/adopted\\_orders/2010/R9-2010-0003.pdf](http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf)), and as follows:

Discharged water has been dechlorinated to below **0.1 (mg/l)** level; and effluent has been maintained between **6 and 9 (pH)** based on:

**Is Discharge Within Limits?**

**Comment/Action Taken**

Event #	Discharge Date	Item Tested	Duration	Amount (gpd)	Description of the Proposed Discharge	Method and Test Result	Is Discharge Within Limits?		Comment/Action Taken
							YES	NO	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

**Qualified Personnel Conducting Tests (Print Name):**

**SAP No.(s):**

**\*Signed:**

**Project Name:**

\* By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

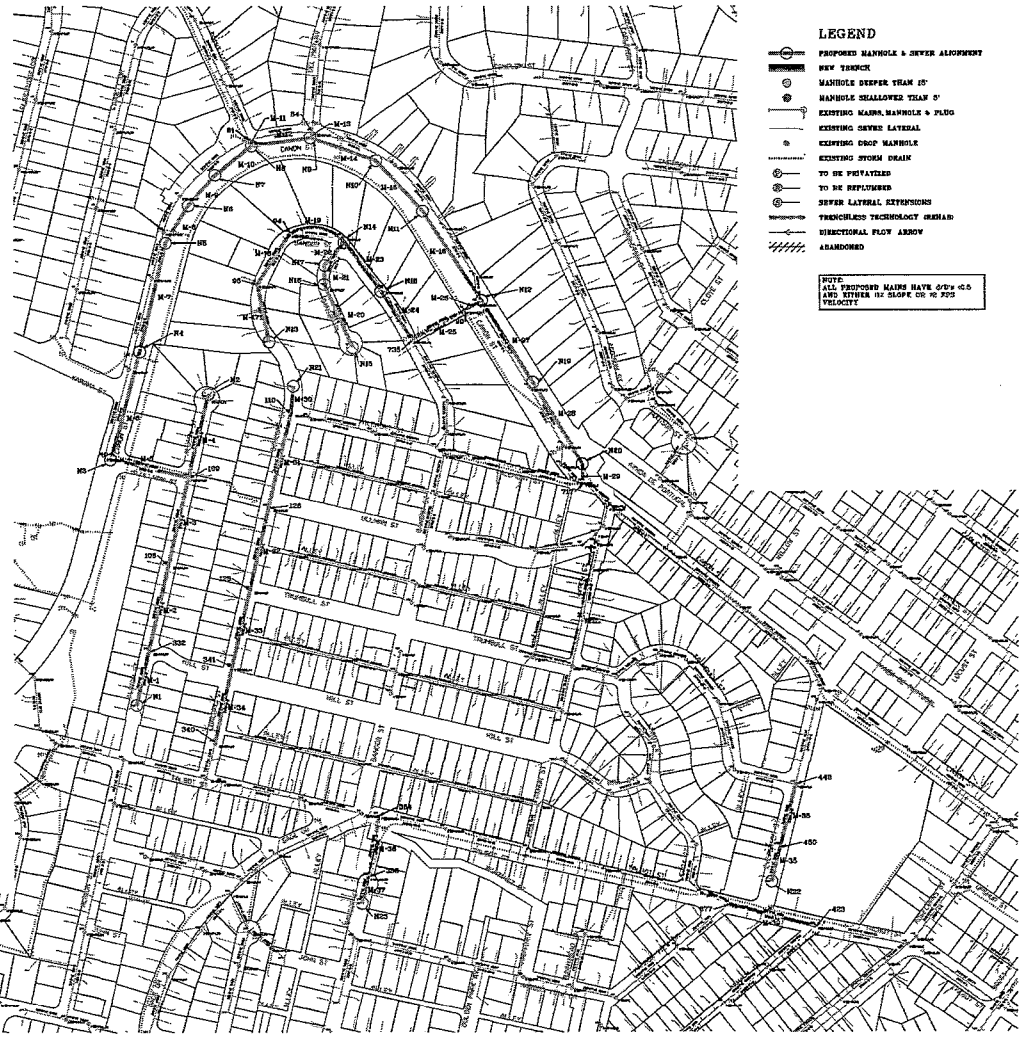
Have any thresholds been exceeded? Per Order No. R9-2010-0003, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

**APPENDIX H**  
**DISCHARGE POINTS AND FLOW DATA**

---

**PREDESIGN HYDRAULIC CALCULATIONS**

Station	Manhole	Flow (MGD)	Velocity (FPS)	Depth (FT)	Time (MIN)	Velocity (FPS)	Depth (FT)	Time (MIN)	Velocity (FPS)	Depth (FT)	Time (MIN)
M-10	M-11	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-11	M-12	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-12	M-13	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-13	M-14	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-14	M-15	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-15	M-16	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-16	M-17	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-17	M-18	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-18	M-19	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-19	M-20	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-20	M-21	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-21	M-22	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-22	M-23	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-23	M-24	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-24	M-25	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-25	M-26	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-26	M-27	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-27	M-28	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-28	M-29	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-29	M-30	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-30	M-31	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-31	M-32	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-32	M-33	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-33	M-34	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-34	M-35	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-35	M-36	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-36	M-37	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-37	M-38	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-38	M-39	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-39	M-40	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-40	M-41	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-41	M-42	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-42	M-43	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-43	M-44	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-44	M-45	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-45	M-46	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-46	M-47	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-47	M-48	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-48	M-49	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-49	M-50	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-50	M-51	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-51	M-52	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-52	M-53	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-53	M-54	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-54	M-55	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-55	M-56	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-56	M-57	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-57	M-58	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-58	M-59	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-59	M-60	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-60	M-61	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-61	M-62	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-62	M-63	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-63	M-64	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-64	M-65	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-65	M-66	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-66	M-67	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-67	M-68	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-68	M-69	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-69	M-70	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-70	M-71	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-71	M-72	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-72	M-73	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-73	M-74	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-74	M-75	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-75	M-76	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-76	M-77	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-77	M-78	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-78	M-79	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-79	M-80	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-80	M-81	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-81	M-82	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-82	M-83	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-83	M-84	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-84	M-85	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-85	M-86	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-86	M-87	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-87	M-88	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-88	M-89	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-89	M-90	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-90	M-91	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-91	M-92	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-92	M-93	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-93	M-94	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-94	M-95	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-95	M-96	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-96	M-97	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-97	M-98	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-98	M-99	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10
M-99	M-100	0.10	1.5	1.5	10	1.5	1.5	10	1.5	1.5	10



**LEGEND**

- PROPOSED MANHOLE & SEWER ALIGNMENT
- NEW TRENCH
- MANHOLE DEEPER THAN 10'
- MANHOLE SHALLOWER THAN 10'
- EXISTING MAIN, MANHOLE & PLUG
- EXISTING SEWER LATERAL
- EXISTING DROP MANHOLE
- EXISTING STORM DRAIN
- TO BE PRIVATIZED
- TO BE REPLACED
- SEWER LATERAL EXTENSIONS
- TRENCHLESS TECHNOLOGY (SHAW)
- DIRECTIONAL FLOW ARROW
- //// ABANDONED

**NOTE**  
ALL PROPOSED MAINS HAVE 0.2% SLOPE AND EITHER 12" SLOPE OR 70 FPS VELOCITY

**SEWER & AC WATER GJ 764A  
PREDESIGN SEWER**

PRELIMINARY ENGINEERING SECTION  
 PROJECT MANAGER: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 PROJECT ENGINEER: \_\_\_\_\_  
 DESIGN SECTION: \_\_\_\_\_  
 PROJECT MANAGER: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 WAREHOUSE COLLECTION DIVISION: \_\_\_\_\_  
 ENGINEERING SECTION: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SCALE: 1" = 100'



**APPENDIX I**  
**HAZARDOUS LABEL/FORMS**

# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UN/NA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE | HAZARDOUS PROPERTIES  FLAMMABLE  TOXIC  
 SOLID  LIQUID |  CORROSIVE  REACTIVE  OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

*Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).*

### Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<input type="checkbox"/>	<input type="checkbox"/>
2. Did anyone, other than employees in the immediate area of the release, evacuate?	<input type="checkbox"/>	<input type="checkbox"/>
3. Did the release cause off-site damage to public or private property?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the release greater than or equal to a reportable quantity (RQ)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Was there an uncontrolled or unpermitted release to the air?	<input type="checkbox"/>	<input type="checkbox"/>
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	<input type="checkbox"/>	<input type="checkbox"/>
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

\*Call 911 in an emergency\*

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a “no” response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

<sup>1</sup> This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <input type="checkbox"/> Yes <input type="checkbox"/> No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

## 2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
<b>E</b>	ACTIONS TAKEN		
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type)		DATE:
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____		_____

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

### **BASIC INSTRUCTIONS:**

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

### **SPECIFIC INSTRUCTIONS:**

**Block A:** Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

**Block B:** Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

**Block C:** Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

**Block D:** Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

**Block E:** Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

**Block F:** Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

**Block G:** Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

**Block H:** List any additional pertinent information.

**Block I:** Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

### **MAIL THE COMPLETED REPORT TO:**

**State Emergency Response Commission (SERC)  
Attn: Section 304 Reports  
Hazardous Materials Unit  
3650 Schriever Avenue  
Mather, CA 95655**

**NOTE:** Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

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

## LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Sewer & AC Water Group 764A** (Project), WBS number **B-00380(S), B-13201(W)**, Bid No. **K-17-1470-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Sewer & AC Water Group 764A** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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

### INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in Section 802 of the 2015 Whitebook, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The 2015 GREENBOOK and The 2015 WHITEBOOK including Part 1 General Provisions (A), Part 8, and Part 10.



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

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

  - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than \_\_\_\_\_ Percent (\_\_\_\_%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher ("Partial Bond Release").
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default.

## SECTION 1: MAINTENANCE CONTRACT SUMMARY

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

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

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

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

- 1.3. Commencement of Work & Maintenance Period.** This LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with Section 802 of the 2015 Whitebook of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.

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

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

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

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

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours.

Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before 7:00 a.m.

## SECTION 2: ADMINISTRATION

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

## PART 3: WORK SITE MAINTENANCE

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

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

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

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

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

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

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTRMC.

- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

#### **SECTION 4: COMPENSATION**

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM REVEGETATION MAINTENANCE CONTRACT - TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE**

**item 1, sub-section "e" of Section 802-5, "Payment" of the 2015 WHITEBOOK".**  
(Contract Price).

**4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

**4.3 Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.

**4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

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

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

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

## **SECTION 5: BONDS AND INSURANCE**

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

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

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

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

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

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

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

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

## **SECTION 6: MISCELLANEOUS**

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

**6.2** City Standard Provisions. This LTRMC is subject to the following standard provisions:

1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).

4. WHITEBOOK, Section 7-13.6.1, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
5. WHITEBOOK, Section, 7-13.7, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.
7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**6.3 Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.

**6.4 Assignment.** The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**6.6 Covenants and Conditions.** All provisions of this LTRMC expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.

**6.7 Jurisdiction, Venue, and Attorney's Fees.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTRMC, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

- 6.8 Successors in Interest.** This LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.
- 6.10 Counterparts.** This LTRMC may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this LTRMC, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12 Severability.** The unenforceability, invalidity, or illegality of any provision of this LTRMC shall not render any other provision of this LTRMC unenforceable, invalid, or illegal.



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

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

THE CITY OF SAN DIEGO

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

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

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

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

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

I HEREBY APPROVE the form of the foregoing Contract this \_\_\_\_\_ day \_\_\_\_\_ of **INSERT YEAR.**

Jan I. Goldsmith, City Attorney

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

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

Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on those Specifications and Drawings numbered **38478-28-D** through **38478-29-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.
  
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

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

- A. Irrigation. Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:
  - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
  - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic

control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

5. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, Contractor shall:

a) Not duplicate any coded City key furnished by City for access and operation of the controller;

b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;

c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and

d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

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

1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.

2) Prevent encroachment of passage ways, walks, streets, or view of signs; and

3) Prevent encroachment in any manner deemed objectionable by City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2" in diameter with an approved pruning paint when required by City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by

City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. Tree Maintenance. Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.
- 1) Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
  - 2) Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
  - 3) Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

- 1) Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.
  - 2) Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
  - 3) If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
    - a) iron chelate;
    - b) soil sulfur;
    - c) gypsum; or
    - d) surfactant enzymes such as Sarvon or Naiad.
  - 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.

- 1) All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  - 2) Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
- 1) Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
  - 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
  - 3) City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.
- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
- 1) Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks,

gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.

2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.



**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE  
COMMENCEMENT DATE OF THE MONITORING PROGRAM**

**EXHIBIT C**

**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** \_\_\_\_\_

Name of License Holder: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Pest Control Applicator's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Pest Control Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**City of San Diego Business License Number:** \_\_\_\_\_

Expiration Date: \_\_\_\_\_

## APPENDIX K

### SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES



**APPENDIX L**

**SAMPLE ARCHAEOLOGY INVOICE**

**(FOR ARCHAEOLOGY ONLY)**

**Company Name**

**Address, telephone, fax**

**Date:** Insert Date

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

**Project Name:** Insert Project Name

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

**Drawing Number:** Insert Drawing Number

**Invoice period:** Insert Date to Insert Date

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

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

Summary of charges:

Description of Services	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal						\$3,420

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

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

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount

Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							\$3,420

**Total this invoice:** \$ \_\_\_\_\_

**Total invoiced to date:** \$ \_\_\_\_\_

SAMPLE

Note 1:

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

Note 2:

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

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

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



**APPENDIX M**

**SAMPLE OF PUBLIC NOTICES**



# CONSTRUCTION NOTICE

## PROJECT NAME

### The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

### How your neighborhood may be impacted:

- *Edit this information:* Traffic delays due to lane closure.
- Two-way traffic will be maintained at all times.

### Anticipated Construction Schedule

- *Edit this information:* The project upgrades for the entire neighborhood have been ongoing and now are scheduled to start on your street.
- The entire neighborhood project started in \_\_\_\_ and is anticipated to be complete in \_\_\_\_.

### Hours and Days of Operation

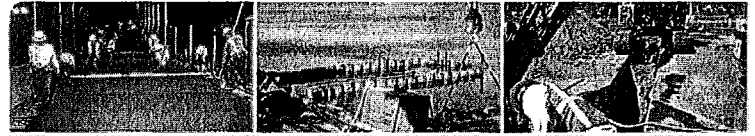
- *Edit this information:* Monday to Friday (7:30 a.m. to 4 p.m.)

For questions related to this work

Call: (619) 533-4207

Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)

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



# CONSTRUCTION NOTICE

## PROJECT NAME

### The work will consist of:

- *Edit this information:* The construction work will include pot holing in the northbound curb lane of Torrey Pines Road between Coast Walk and Princess Street.

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Call: (619) 533-4207

Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)

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



## APPENDIX N

### ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

## Protecting AMI Devices in Meter Boxes and on Street Lights

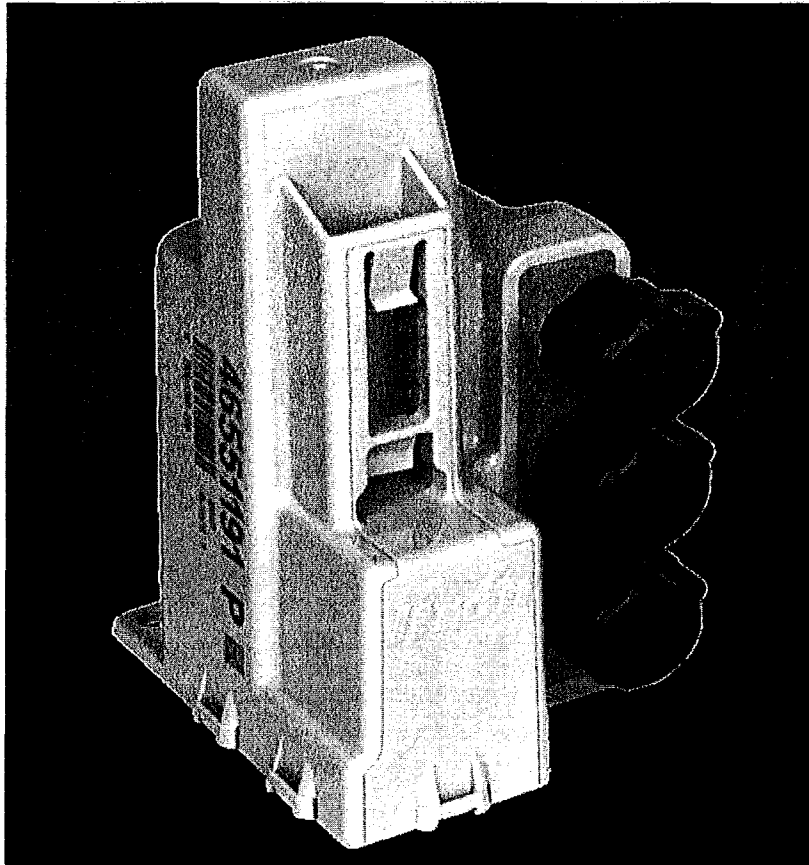
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **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:

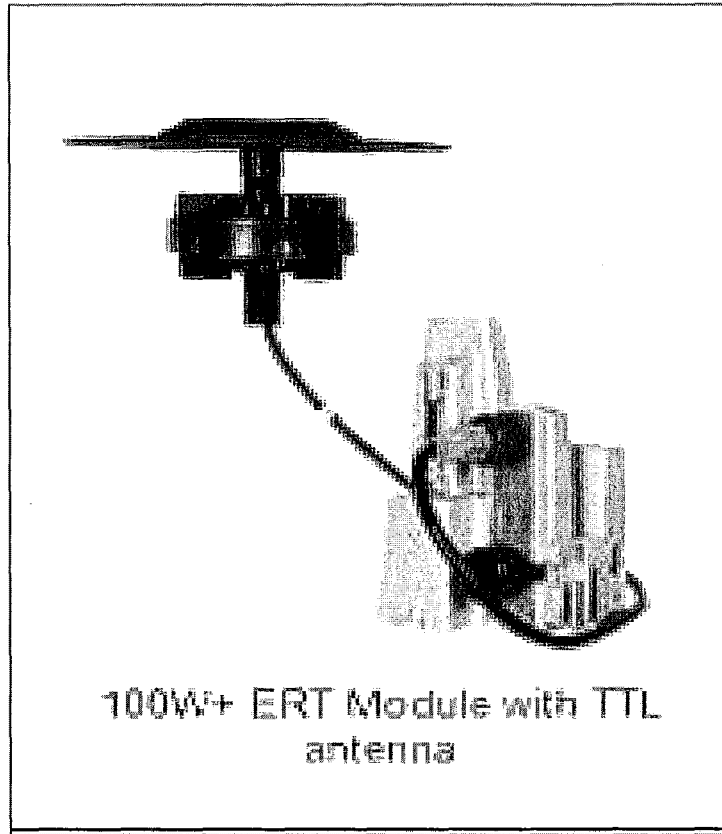
- A. Endpoints, see Photo 1:

**Photo 1**



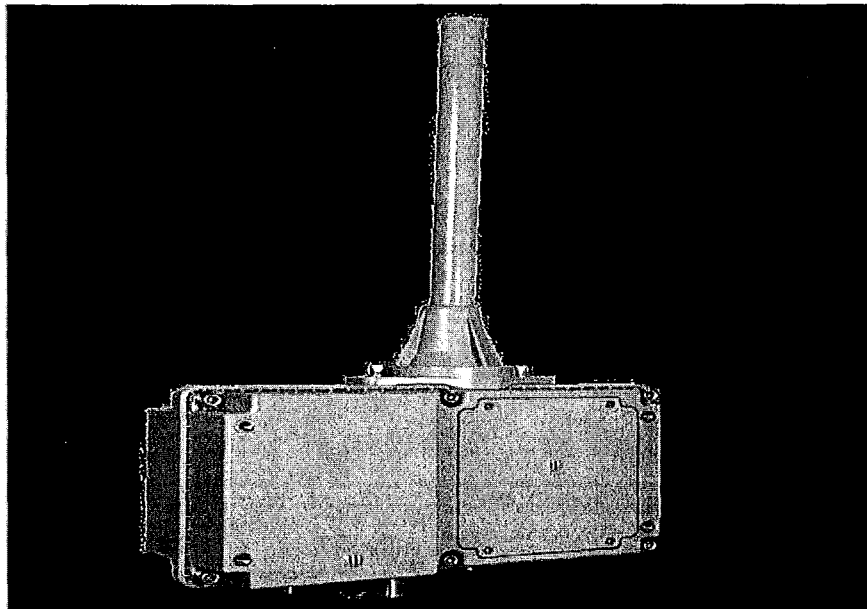
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

**Photo 2**



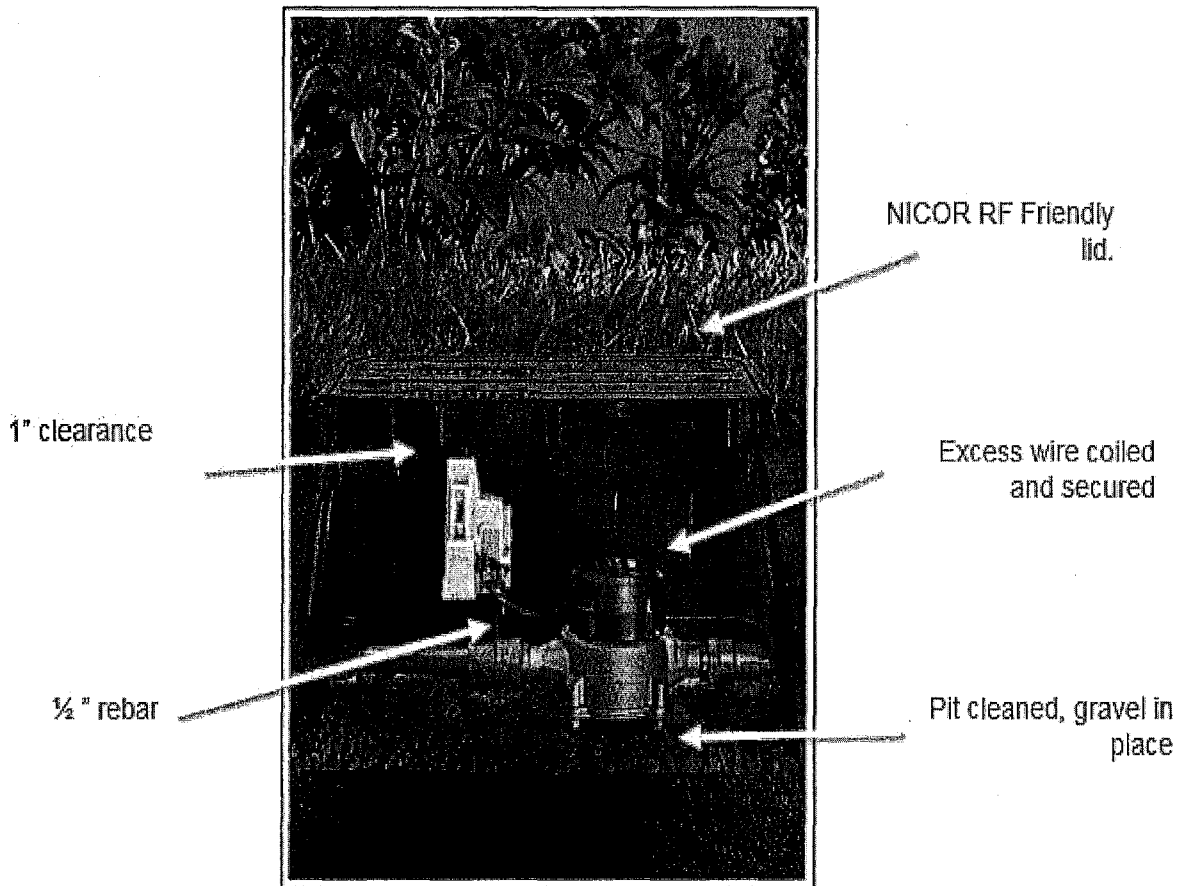
Network Devices, see Photo 3:

**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**

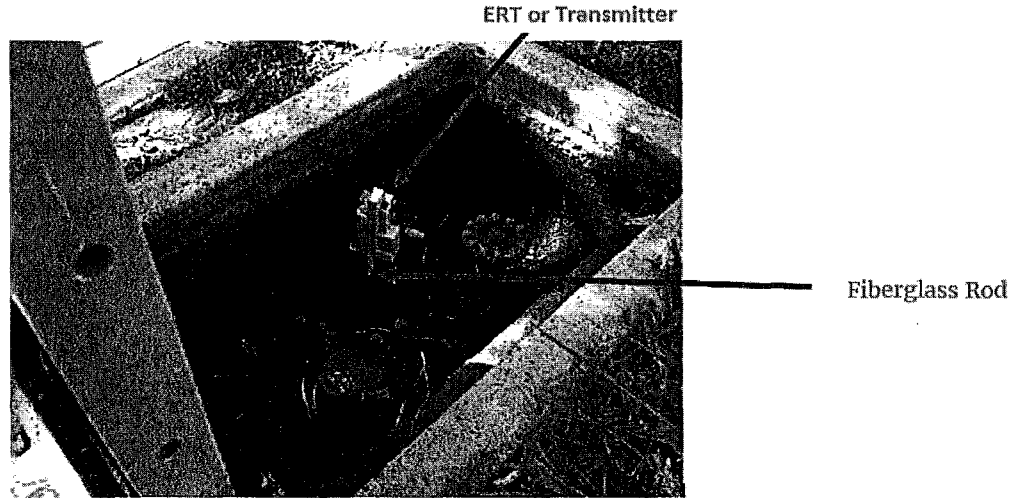
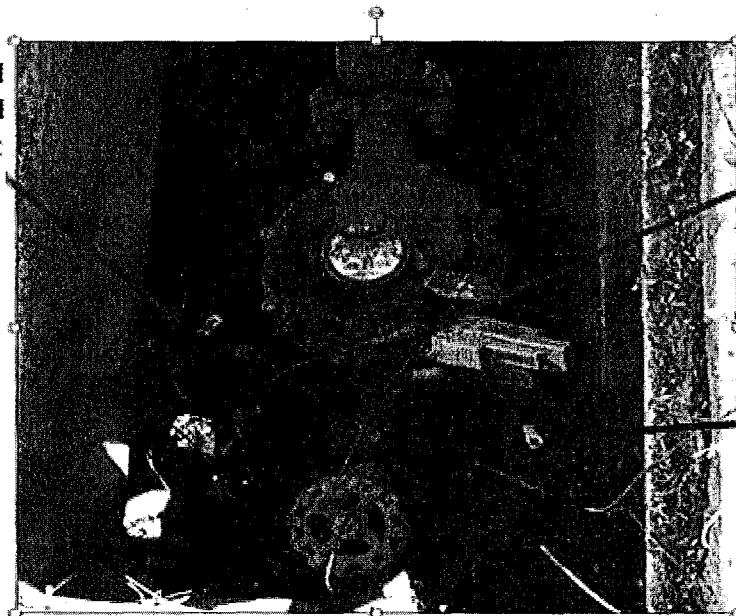


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**

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



**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**

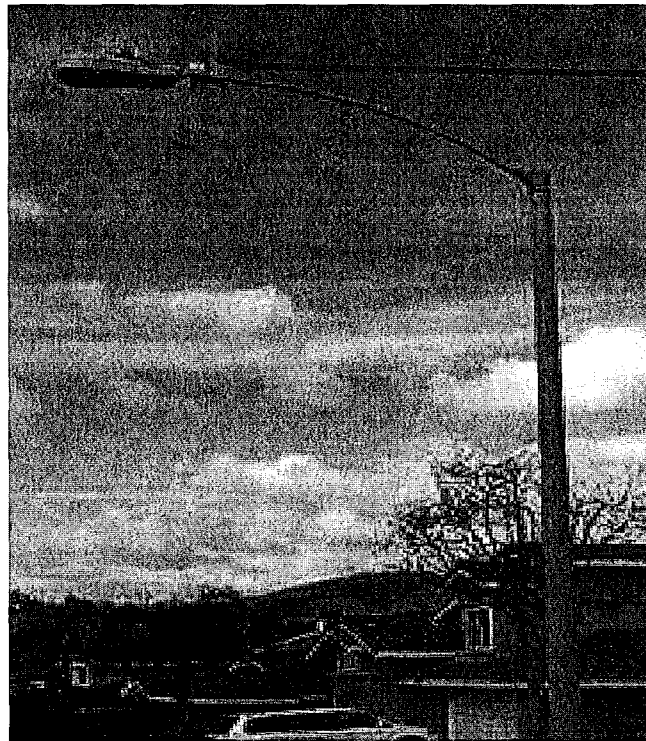


Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on 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.



**Photo 8**



**Network Device**

**Photo 9**



**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

**ATTACHMENT F**  
**INTENTIONALLY LEFT BLANK**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

---

### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and \_\_\_\_\_ KTA Construction, Inc. \_\_\_\_\_, herein called "Contractor" for construction of Sewer and AC Water Group 764A; Bid No. K-17-1470-DBB-3; in the amount of **THREE MILLION TWO HUNDRED NINETY FOUR THOUSAND SEVENTY SEVEN DOLLARS AND ZERO CENTS (\$3,294,077.00)**, which is comprised of the Base Bid plus Alternates   **A,B,C**  .

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phase Funding Schedule Agreement, Long Term Revegetation Maintenance Contract.
  - (e) That certain documents entitled **Sewer & AC Water Group 764A**, on file in the office of the Public Works Department as Document No. **B-00380, B-13201**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer & AC Water Group 764A**, Bid Number **K-17-1470-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By Stephen Samara

By Pedro De Lara, Jr.

Print Name: Stephen Samara  
Principal Contract Specialist  
Public Works Department

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

Date: 4-19-17

Date: 4/25/17

CONTRACTOR

By C. Hill

Print Name: Paul M. Hansen

Title: President

Date: 2-15-17

City of San Diego License No.: B 1995007391

State Contractor's License No.: 393284

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000008298

## CERTIFICATIONS AND FORMS

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

## **Bidder's General Information**

To the City of San Diego:

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

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

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

State of California  
County of San Diego

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



## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

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

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

## CONTRACTOR CERTIFICATION

---

### AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS AND PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards and 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.

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

\_\_\_\_\_  
(Name of Project or Task)

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

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

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

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

and that they have been disposed of according to all applicable laws and regulations. Dated this DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Contractor

by

**ATTEST:**  
State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

**BID ITEMS**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\***  
**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**  
**SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

Item No.	Quantity	Unit	NAICS	Payment Reference	Description	Unit Price	Extension	
1.						\$	\$	
2.						\$	\$	
3.						\$	\$	
4.						\$	\$	
5.						\$	\$	
6.						\$	\$	
7.						\$	\$	
8.						\$	\$	
9.						\$	\$	
10.						\$	\$	
11.						\$	\$	
12.						\$	\$	
13.						N/A	\$	
TOTAL BASE BID:							\$	

**LIST OF SUBCONTRACTORS**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\***  
**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**  
**SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____																																															
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____																																															
<p>ⓐ 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):</p> <table border="0"> <tr> <td>Certified Minority Business Enterprise</td> <td>MBE</td> <td>Certified Woman Business Enterprise</td> <td>WBE</td> </tr> <tr> <td>Certified Disadvantaged Business Enterprise</td> <td>DBE</td> <td>Certified Disabled Veteran Business Enterprise</td> <td>DVBE</td> </tr> <tr> <td>Other Business Enterprise</td> <td>OBE</td> <td>Certified Emerging Local Business Enterprise</td> <td>ELBE</td> </tr> <tr> <td>Certified Small Local Business Enterprise</td> <td>SLBE</td> <td>Small Disadvantaged Business</td> <td>SDB</td> </tr> <tr> <td>Woman-Owned Small Business</td> <td>WoSB</td> <td>HUBZoneBusiness</td> <td>HUBZone</td> </tr> <tr> <td>Service-Disabled Veteran Owned Small Business</td> <td>SDVOSB</td> <td></td> <td></td> </tr> </table> <p>ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:</p> <table border="0"> <tr> <td>City of San Diego</td> <td>CITY</td> <td>State of California Department of Transportation</td> <td>CALTRANS</td> </tr> <tr> <td>California Public Utilities Commission</td> <td>CPUC</td> <td></td> <td></td> </tr> <tr> <td>State of California's Department of General Services</td> <td>CADoGS</td> <td>City of Los Angeles</td> <td>LA</td> </tr> <tr> <td>State of California</td> <td>CA</td> <td>U.S. Small Business Administration</td> <td>SBA</td> </tr> </table> <p align="center"><b>The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.</b></p>								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	HUBZoneBusiness	HUBZone	Service-Disabled Veteran Owned Small Business	SDVOSB			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
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State of California's Department of General Services	CADoGS	City of Los Angeles	LA																																												
State of California	CA	U.S. Small Business Administration	SBA																																												

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\***

**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**

**SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER  (Yes/No)	MANUFACTURER  (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB <input type="checkbox"/>	WHERE CERTIFIED <input type="checkbox"/>	CHECK IF JOINT VENTURE PARTNERSHIP																																								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____																																															
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**SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\***

**TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY**

**SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

ADDITIVE/ DEDUCTIVE ALTERNATE	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 <input type="checkbox"/>	WHERE CERTIFIED <input type="checkbox"/>	CHECK IF JOINT VENTURE PARTNERSHIP																																								
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____																																															
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## **ELECTRONICALLY SUBMITTED FORMS**

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
  
- B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**
  
- C. EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE**

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

**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

\_\_\_\_\_  
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

(Principal)

(Surety)

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

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

(Signature)

(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF	LITIGATION	STATUS	RESOLUTION/REMEDIAL ACTION

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION	
Company Name:	Contact Name:
Company Address:	Contact Phone: 4
	Contact Email:

CONTRACT INFORMATION	
Contract Title:	Start Date:
Contract Number (if no number, state location):	End Date:

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

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

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

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

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

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

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

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

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:

# City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov  
Phone No. (619) 533-4491, Fax No. (619) 533-3633

## ADDENDUM "A"



**FOR**

### SEWER & AC WATER GROUP 764A

BID NO.:	<u>K-17-1470-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-00380, B-13201</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>2</u>
PROJECT TYPE:	<u>KB, JA</u>

**BID DUE DATE:**

**2:00 PM**

**DECEMBER 15, 2016**

**CITY OF SAN DIEGO**

**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

**A. CHANGES TO CONTRACT DOCUMENTS**

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

James Nagelvoort, Director  
Public Works Department

Dated: *November 23, 2016*  
San Diego, California

JN/RWB/mlw

# City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov  
Phone No. (619) 533-4491, Fax No. (619) 533-3633

## ADDENDUM "B"



**FOR**

### SEWER & AC WATER GROUP 764A

BID NO.:	K-17-1470-DBB-3
SAP NO. (WBS/IO/CC):	B-00380, B-13201
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	2
PROJECT TYPE:	KB, JA

**BID DUE DATE:**

**2:00 PM**

**DECEMBER 15, 2016**

**CITY OF SAN DIEGO**

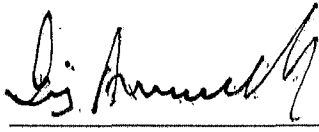
**PUBLIC WORKS CONTRACTS**

**1010 SECOND AVENUE, 14<sup>th</sup> FLOOR, MS 614C**

**SAN DIEGO, CA 92101**

## ENGINEER OF WORK

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

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

12-1-16  
Date

Seal:





**A. CHANGES TO CONTRACT DOCUMENTS**

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

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken-out~~**.

**B. BIDDER'S QUESTIONS**

Q1. Is the existing 16" AC Pipe to be removed on sheet C-2 filled with concrete slurry or lightweight concrete?

A1. The existing abandoned 16" AC pipeline is Slurry filled.

Q2. Item number 67, Pavement Restoration for Final Connection, is shown as a Lump Sum. This item is normally bid by the Square Foot. Will an estimated bid quantity be provided?

A2. Bid item number 67, Pavement Restoration for City Forces Final Connection. Quantity revised from LS to SF, quantity is 640 SF. See Section D – Additional Changes as part of this Addendum B.

Q3. Bid items 69 & 70 regarding high-lining to be installed and removed by the contractor are shown as Lump Sum. These items are normally bid by the Linier Foot. Will quantities be provided for these items?

A3. Bid items 69 and 70 regarding high-lining to be installed and removed by the contractor, quantity revised from LS to LF, quantity is 4826 LF. See Section D- Additional Changes as part of this Addendum B.

Q4. Items 68 and 73 regarding the furnishing of high-line materials are shown as Lump Sum Items. These items should be bid by the LF unless a specific list of materials is provided. Please provide a bid quantity for these items.

A4. Items 68 and 73 regarding the furnishing of high-line materials, quantity revised from LS to LF, quantity is 4826 LF. See Section D- Additional Changes as part of this Addendum B.

- Q5. 2015 Greenbook Section 217-2 calls out a new requirement for SE-20 backfill for Trench Zone & Deep Trench Zone instead of the previously used native backfill. The new requirement for SE-20 backfill would fall under Bid Item #34 "Imported Backfill" provided by the city on the bid form. Will the city be enforcing this new SE-20 backfill requirement on Group Job 764A as stated in 2015 Greenbook Section 217-2?
- A5. The SE-20 backfill requirement on 2015 Greenbook section 217-2 has been removed. See Section C – Supplementary Special Provisions as part of this Addendum B.
- Q6. Can the city add a bid item for "Sewer Lateral with Private Re-plumbing"? Since the plans (page 16 & 17) show two laterals coming into one lateral to the main existing but no private side re-plumb noted.
- A6. One lateral is to be connected for both lots as the existing condition. A separate lateral is to be installed for future connection, capped at the property line. No private re-plumb agreement is required.

**C. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, **ADD** the following:

**SECTION 217 – BEDDING AND BACKFILL MATERIALS**

**217-2.2 Stones, Boulders, and Broken Concrete.** To Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

**TABLE 217-2.2**

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	

Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

**SECTION 900 - MATERIALS**

**900-1.2 Payment.** To the City Supplement, item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2: The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

**SECTION 901 - INSTALLATION AND CONNECTION**

**901-2.5 Payment.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

**D. ADDITIONAL CHANGES**

The following are changes in the **Line Items Tab** in **PlanetBids**.

For clarity where applicable, ADDITIONS, if any, have been **Underlined** and **DELETIONS**, if any, have been ~~Stricken out~~.

Item	Section	Item Code	Item Desc	Unit Of Measure	Quantity	Reference
67	Main Bid	237110	Pavement Restoration for Final Connection	LS <u>SF</u>	4 <u>640</u>	901-2.5

Item	Section	Item Code	Item Desc	Unit Of Measure	Quantity	Reference
68	Alternate	237110	Furnished Materials For Contractor High-line Work	<del>LS</del> LF	4 <u>4826</u>	900-1.2
69	Alternate	237110	High-lining Installation by the Contractor	<del>LS</del> LF	4 <u>4826</u>	901-1.3
70	Alternate	237110	High-lining Removed by the Contractor	<del>LS</del> LF	4 <u>4826</u>	901-1.3
73	Alternate	237110	Contractor Furnished Materials for the City Forces High-line Work	<del>LS</del> LF	4 <u>4826</u>	900-1.2

**E. PLANS**

- To Plan set, Drawings numbered 38478-T01-D through 38478-T07-D, DELETE in its entirety and REPLACE with Pages 7 through 13 of this Addendum.

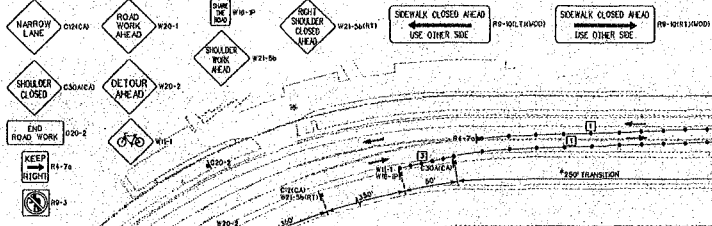
James Nagelvoort, Director  
Public Works Department

Dated: *December 1, 2016*  
San Diego, California

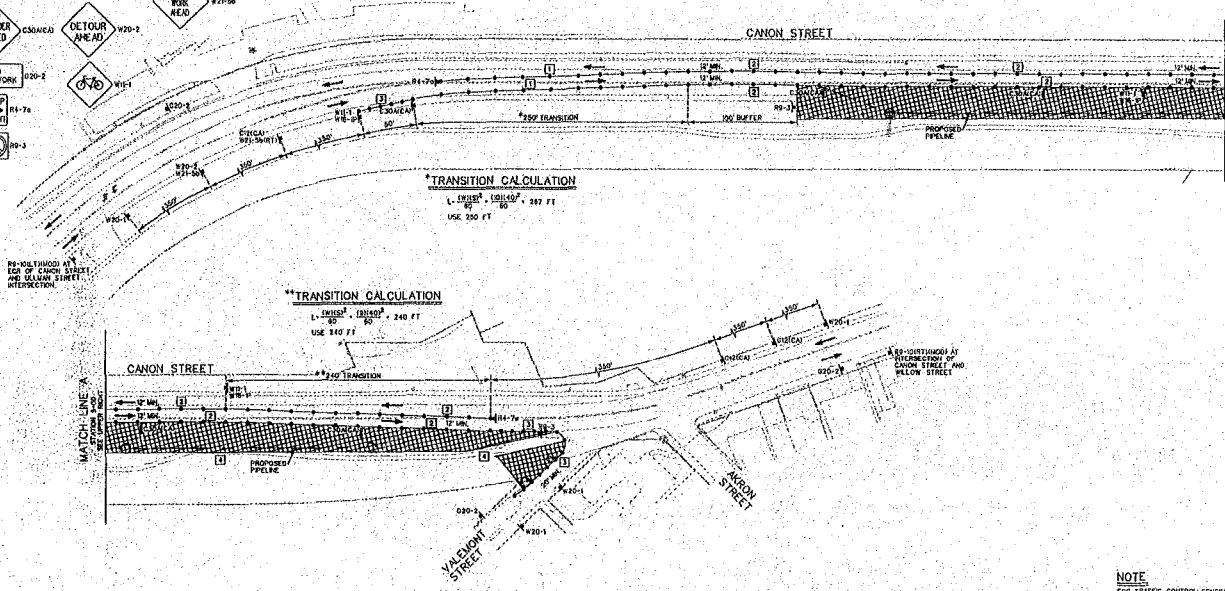
JN/RWB/mlw



**TEMPORARY CONSTRUCTION SIGNS (THIS SHEET ONLY)**



PIPELINE CONSTRUCTION  
WORK HOURS: 8:00 AM TO 3:30 PM

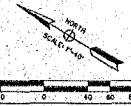


**NOTES THIS SHEET**  
 [1] DELINEATORS SHALL BE PLACED AT 25' INTERVALS.  
 [2] DELINEATORS SHALL BE PLACED AT 50' INTERVALS.  
 [3] DELINEATORS SHALL BE PLACED AT 10' INTERVALS.  
 [4] CONTRACTOR SHALL MAINTAIN 10' CLEAR FORTH FOR PEDESTRIAN ACCESS AT ALL TIMES.  
**TRAFFIC CONTROL DESIGN SPEED**  
 CANON STREET = 40 MPH

**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND HAVE ASSUMED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 8703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.  
 I HEREBY CERTIFY THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK OF MY RESPONSIBILITIES FOR PROJECT DESIGN.



**ENGINEER OF WORK**  
 J. Adams  
 DATE: 11/17/24  
 R.E.C. 43895



**NOTE**  
 FOR TRAFFIC CONTROL, GENERAL NOTES AND LEGEND SEE SHEET T01

TRAFFIC CONTROL PLAN FOR:  
**SEWER AND AC WATER GJ 764A  
 CANON STREET**

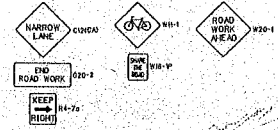
CITY OF SAN DIEGO, CALIFORNIA  
 PUBLIC WORKS DEPARTMENT  
 SHEET 139 OF 150 SHEETS

DESCRIPTION	BY	APPROVED	DATE	PLANS
DESIGNED	J.P. Adams	J.P. Adams	11/17/24	
CHECKED				
APPROVED				

PROJECT NO.: 38478-T02-0

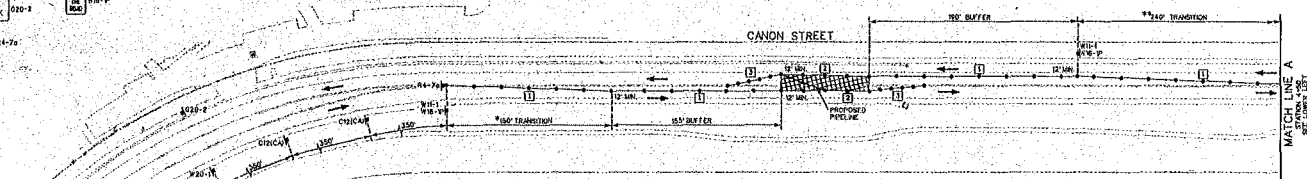
**LINSCOTT, LAW & GREENSPAN, ENGINEERS**  
 4542 Ruffner Street, Suite 100  
 San Diego, Ca. 92111  
 (619) 530-8600 (PH) (619) 530-8600 (FX)

TEMPORARY CONSTRUCTION SIGNS (THIS SHEET ONLY)

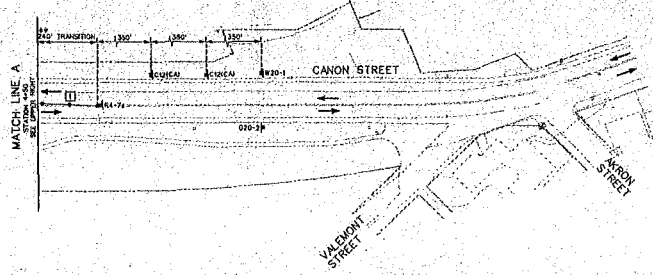


**\*\*TRANSITION CALCULATION**  
 L = 240 FT.  $\frac{100 \times 240}{100} = 240$  FT  
 USE 240 FT

PIPELINE CONSTRUCTION  
 WORK HOURS 8:30 AM TO 3:30 PM



**\*TRANSITION CALCULATION**  
 L = 180 FT.  $\frac{100 \times 180}{100} = 180$  FT  
 USE 180 FT



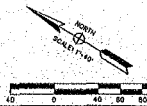
NOTE  
 FOR TRAFFIC CONTROL, GENERAL NOTES AND LEGEND SEE SHEET T01.

TRAFFIC CONTROL PLANS FOR  
**SEWER AND AC WATER GJ 764A  
 CANON STREET  
 (STAGE 2)**

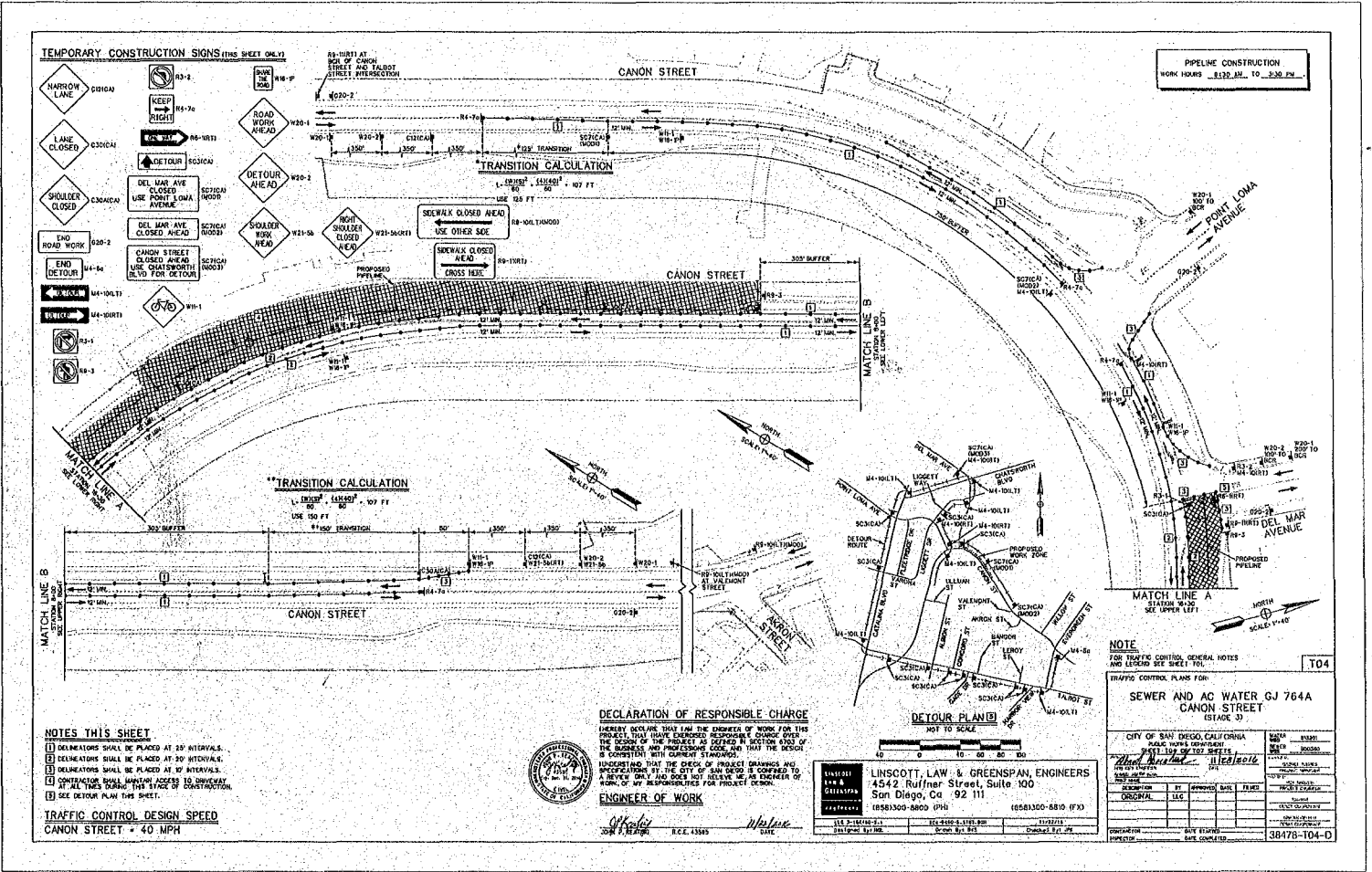
CITY OF SAN DIEGO, CALIFORNIA		DATE	11/18/2016
PLANS FOR THE PROJECT		BY	11/18/2016
PROJECT NO. GJ 764A		DATE	11/18/2016
DESIGNED BY	BY	APPROVED BY	DATE
ORIGINAL	LLD		
DATE	DATE	DATE	DATE
CONTRACTOR	DATE	DATE	DATE

**NOTES THIS SHEET**  
 1) DELINEATORS SHALL BE PLACED AT 20' INTERVALS.  
 2) DELINEATORS SHALL BE PLACED AT 50' INTERVALS.  
 3) DELINEATORS SHALL BE PLACED AT 10' INTERVALS.  
**TRAFFIC CONTROL DESIGN SPEED**  
 CANON STREET = 40 MPH

**DECLARATION OF RESPONSIBLE CHARGE**  
 I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I AM RESPONSIBLE FOR THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 0703 OF THE BUSINESS AND PROFESSIONS CODE AND THIS DESIGN IS IN ACCORDANCE WITH CURRENT STANDARDS.  
 UNDERSTANDING THAT THE DESIGN OF PROJECT DRAINAGE AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.  
**ENGINEER OF WORK**  
 J. K. K... R.C.C. 43595



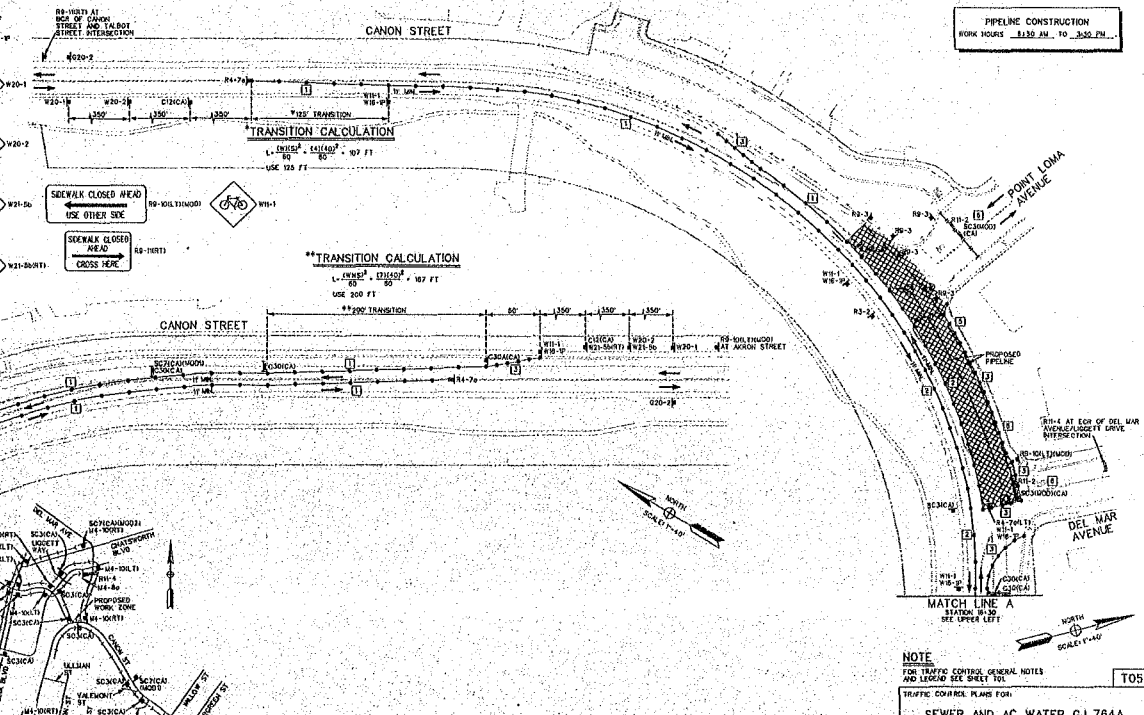
**LINSCOTT, LAW & GREENSPAN, ENGINEERS**  
 4542 Rufner Street, Suite 100  
 San Diego, Ca. 92111  
 (619) 590-8000 (PH)  
 (619) 590-8010 (FX)





**TEMPORARY CONSTRUCTION SIGNS (THIS SHEET ONLY)**

- NARROW LANE (C30CA)
- LANE CLOSED (C30CA)
- SHOULDER CLOSED (C30CA)
- END ROAD WORK (C20-2)
- END DETOUR (M4-84)
- ADVANCE DETOUR (M4-101T)
- KEEP RIGHT (R4-7)
- KEEP LEFT (R4-7)



**PIPELINE CONSTRUCTION**  
WORK HOURS 5:30 AM TO 3:30 PM

**NOTES THIS SHEET**

- (1) DELINEATORS SHALL BE PLACED AT 30' INTERVALS.
- (2) DELINEATORS SHALL BE PLACED AT 90' INTERVALS.
- (3) CONTRACTOR SHALL MAINTAIN ACCESS TO OVERHEAD AT ALL TIMES DURING THIS STAGE OF CONSTRUCTION.
- (4) CONTRACTOR SHALL MAINTAIN 4" MINIMUM CREST SHOULDER.
- (5) SEE DETOUR PLAN THIS SHEET.

**TRAFFIC CONTROL DESIGN SPEED**  
CANON STREET - 40 MPH



**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE DESIGNER OF WORK FOR THIS PROJECT THAT I HAVE ASSUMED RESPONSIBILITY OVER THE DESIGN OF THE PROJECT AS ORDERED IN SECTION 0203 OF THE SPECIFICATIONS AND PROVISIONS CODES AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK, APPROVALS AND APPROVED BY THE CITY OF SAN DIEGO IS CONSIDERED TO BE A REVIEW ONLY AND DOES NOT RELIEVE ME AS CONTRACTOR OF WORK OR RESPONSIBILITY FOR PROJECT DESIGN.

**ENGINEER OF WORK**



**LINSCOTT, LAW & GREENSPAN, ENGINEERS**  
4542 Rufin Street, Suite 100  
San Diego, Ca 92111  
(658)300-8800 (PH) (658)300-8810 (FX)

ALL INFORMATION IS THE PROPERTY OF LINSCOTT, LAW & GREENSPAN, ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

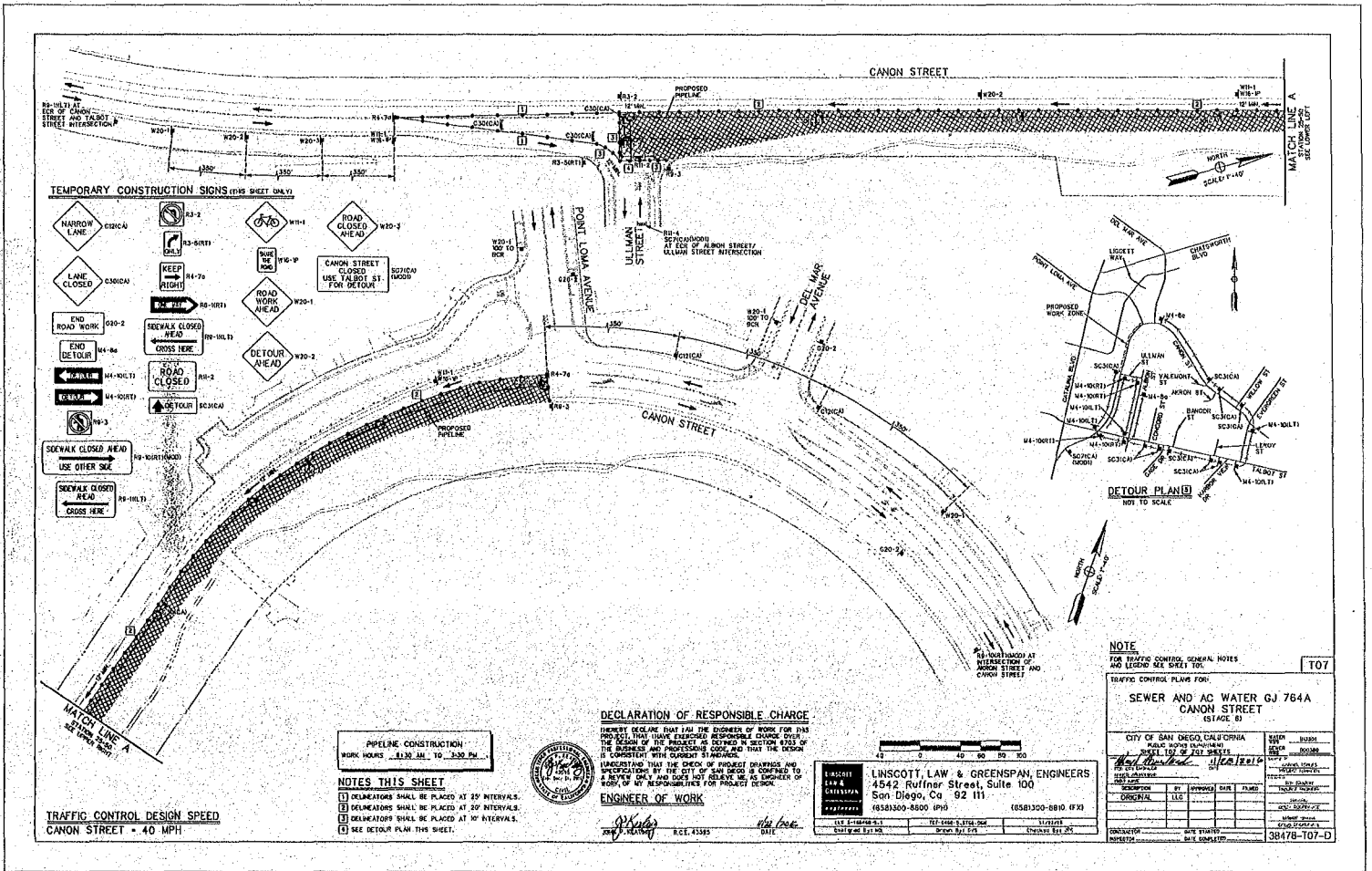
**NOTE**  
FOR TRAFFIC CONTROL GENERAL NOTES AND LOCATIONS SEE SHEET T05

**TRAFFIC CONTROL PLANS FOR:**

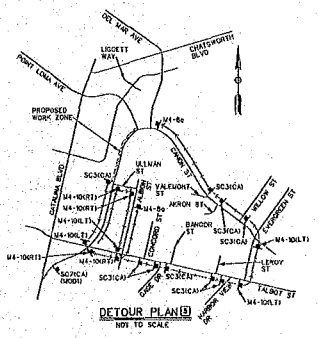
**SEWER AND AC WATER GJ 764A**  
CANON STREET  
(STAGE 4)

CITY OF SAN DIEGO, CALIFORNIA	PROJECT NUMBER	38478-105-D
PUBLIC WORKS DEPARTMENT	DATE	03/20/2010
PROJECT TITLE	CONTRACTOR	SEE SHEET T05
DESIGNED BY	APPROVED BY	DATE
DRAWN BY	CHECKED BY	DATE
DATE STARTED	DATE STOPPED	





- TEMPORARY CONSTRUCTION SIGNS (THIS SHEET ONLY)**
- W20-1 NARROW LANE
  - W20-2 LANE CLOSED
  - W20-3 ROAD CLOSED AHEAD
  - W20-4 CANON STREET CLOSED USE TALBOT ST. FOR DETOUR
  - W20-5 ROAD WORK AHEAD
  - W20-6 ROAD WORK AHEAD
  - W20-7 ROAD WORK AHEAD
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  - W20-99 ROAD WORK AHEAD
  - W20-100 ROAD WORK AHEAD



**NOTE**  
FOR TRAFFIC CONTROL, GENERAL NOTES AND USPOD SEE SHEET T07

TRAFFIC CONTROL PLAN FOR:  
**SEWER AND AC WATER GJ 784A  
CANON STREET  
(STAGE 01)**

CITY OF SAN DIEGO, CALIFORNIA  
MUNICIPAL ENGINEERING DEPARTMENT  
1155 L ST., SAN DIEGO, CA 92161

NO.	DESCRIPTION	BY	APPROVED	DATE	PLUMB	DATE	REVISION
1	ISSUED	LLG	LLG	11/11/11			

CONTRACTOR: **38478-T07-D**

**DECLARATION OF RESPONSIBLE CHARGE**

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THIS PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS AND PRACTICES. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE DESIGN OR THE WORK THEREON. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE DESIGN OR THE WORK THEREON.

**ENGINEER OF WORK**  
DATE: 11/11/11  
R.C.E. 43385

**LINSCOTT, LAW & GREENSPAN, ENGINEERS**  
4542 Ruffner Street, Suite 100  
San Diego, Ca 92111  
(619) 309-8800 (PH) (619) 309-8810 (FX)

**PIPELINE CONSTRUCTION**  
WORK HOURS: 8:30 AM TO 3:30 PM

- NOTES THIS SHEET**
- 1) DELINEATORS SHALL BE PLACED AT 30' INTERVALS.
  - 2) DELINEATORS SHALL BE PLACED AT 30' INTERVALS.
  - 3) SEE DETOUR PLAN THIS SHEET.

**TRAFFIC CONTROL DESIGN SPEED**  
CANON STREET - 40 MPH



**BID BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That KTA Construction, Inc. as Principal, and  
The Guarantee Company of North America USA as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

Sewer & AC Water Group 764A, K-17-1470-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 14th day of November, 2016

<u>KTA Construction, Inc.</u> (SEAL)	<u>The Guarantee Company of North America USA</u> (SEAL)
(Principal)	(Surety)
By: <u>[Signature]</u>	By: <u>[Signature]</u>
(Signature)	Janice Martin, Attorney-in-Fact (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego

NOV 14 2016

On \_\_\_\_\_ before me, Lilia De Loera, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

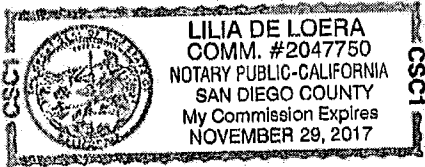
personally appeared Janice Martin  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public Lilia De Loera



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

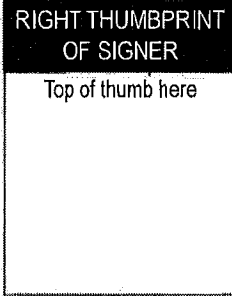
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

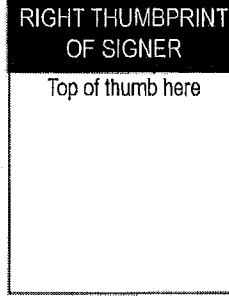
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_



The Guarantee Company of North America USA  
Southfield, Michigan

POWER OF ATTORNEY

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

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

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

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

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

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

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

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



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

THE GUARANTEE COMPANY OF NORTH AMERICA USA

[Signature of Stephen C. Ruschak]

[Signature of Randall Musselman]

STATE OF MICHIGAN  
County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

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



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

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

[Signature of Cynthia A. Takai]

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



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of November, 2016

[Signature of Randall Musselman]

Randall Musselman, Secretary

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

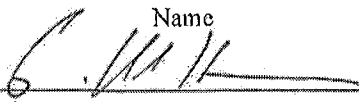
CHECK ONE BOX ONLY.

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

DATE OF CLAIM	LOCATION	DESCRIPTION OF	LITIGATION	STATUS	RESOLUTION/REMEDIAL ACTION

Contractor Name: KTA Construction Inc.

Certified By Paul M. Henderson Title President

  
 Name \_\_\_\_\_ Date 12-15-16  
 Signature \_\_\_\_\_

USE ADDITIONAL FORMS AS NECESSARY

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



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

COMPANY INFORMATION	
Company Name: KTA Construction Inc.	Contact Name: Paul Henderson
Company Address: 821 Tavern Rd., Alpine, CA 91901	Contact Phone: (619) 562-9464
	Contact Email: mike@ktaconstruction.com

CONTRACT INFORMATION	
Contract Title: Sewer & Water Group 764A	Start Date:
Contract Number (If no number, state location): K-17-1470-DBB-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](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

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

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

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

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

Paul Henderson / President		12-15-16
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:



**SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE**

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES \*\*\*  
TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

**ALTERNATE A**

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	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: <u>TL SCANLAN CONSTRUCTION INC.</u> Address: <u>2308 SHAWKNEE WAY</u> City: <u>ALPINE</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>619-647-9072</u> Email: <u>TOM@TLSCANLANCONSTRUCTION.COM</u>	CONSTRUCTOR	1008991	BASE PAVE	\$4363.20	ELBE	CITY	
Name: <u>QUALITY CONSTRUCTION &amp; ENGINEERING INC.</u> Address: <u>8895 TOWN CTR DR. #105</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92122</u> Phone: <u>714-585-1505</u> Email: <u>QUALITYCE@PROPERTECH.COM</u>	CONSTRUCTOR	1005282	T-CAP FINAL PAVE	\$2,145.60	SLBE	CITY	
Name: <u>VIC SALAZAR COMMUNICATIONS</u> Address: <u>5205 KEARNEY VILLA DR. STE 107</u> City: <u>SAN DIEGO</u> State: <u>CA</u> Zip: <u>92130</u> Phone: <u>619-517-4744</u> Email: <u>VIC@VIC-SALAZAR.COM</u>	CONSTRUCTOR	N/A	LIAISON	\$2,500	ELBE	CITY	

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

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		
- 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.

**SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE**

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES \*\*\*

TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

**ALTERNATE B**

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name: <u>TL Scanlan Construction, Inc</u> Address: <u>2308 Shadydene Way</u> City: <u>Alpine</u> State: <u>CA</u> Zip: <u>91901</u> Phone: <u>619-647-9102</u> Email: <u>tlm@tlscanlanconstruction.com</u>	Constructor	1008991	Base Pave	\$7,756.80	ELBE	City	
Name: <u>Quality Construction Engineering, Inc</u> Address: <u>8845 Town Center Dr #105</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92122</u> Phone: <u>714-545-1505</u> Email: <u>qualityengineering@gmail.com</u>	Constructor	1005282	T-Cap Final Pave	\$1,266.50	SLBE	City	
Name: <u>Vic Salazar Communication</u> Address: <u>5205 Kearney Villa Rd #107</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92130</u> Phone: <u>619-517-4744</u> Email: <u>vic@vicsalazar.com</u>	Constructor	N/A	Liaison	\$2,500	ELBE	City	

- o 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		

- o 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.

**SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE**

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES \*\*\*

TO BE SUBMITTED WITH OTHER REQUIRED FORMS

(Use Additional Sheets As Needed)

**ALTERNATE C**

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	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: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ⊙ 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		

- ⊙ 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.

Bid Results for Project Sewer & AC Water Group 764A (K-17-1470-DBB-3)  
 Issued on 10/28/2016  
 Bid Due on December 15, 2016 2:00 PM (Pacific)  
 Exported on 12/16/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
291284	<b>KTA Construction, Inc.</b>	821 Tavern Rd.	Alpine	91901	United States	Mike Henderson	619-562-9464	619-562-1685	adam@ktaconstruction.com	CADIR,PQUAL,Local

Responsee	Responsee Title	Responsee Phone	Responsee Email
Mike Henderson	President	619-562-9464	adam@ktaconstruction.com

Bid Format	Submitted Date	Status	Confirmation #	Ranking
Electronic	December 15, 2016 1:58:09 PM (Pacific)	Submitted	94425	0

Attachments		
File Title	File Name	File Type
Bid Bond	764- Bid Bond.pdf	General Attachments
Pending Actions	764 - Pending Action Forms.pdf	General Attachments
EBO	764 - EBO Form.pdf	General Attachments
Subs for Alternates	764 - Subs for Alts.pdf	General Attachments

Line Items							
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	\$29,000.00	\$29,000.00
2	Main Bid	541690	Archaeological and Native American Monitoring Program	LF	4030	\$7.00	\$28,210.00
3	Main Bid	541690	Paleontological Monitoring Program	LF	1765	\$4.00	\$7,060.00
4	Main Bid	541690	Archaeological and Native American Mitigation and Curaton (EOC Type I)	AL	1	\$10,000.00	\$10,000.00
5	Main Bid	541690	Paleontological Mitigation and Excavation	CY	10	\$50.00	\$500.00
6	Main Bid	541820	Exclusive Community Liaison Services	LS	1	\$40,000.00	\$40,000.00
7	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$20,000.00	\$20,000.00
8	Main Bid	541330	WPCP Development	LS	1	\$750.00	\$750.00
9	Main Bid	237110	WPCP Implementation	LS	1	\$25,000.00	\$25,000.00
10	Main Bid	238990	Video Recording of Existing Conditions	LS	1	\$1,000.00	\$1,000.00
11	Main Bid	561730	Mulch (Type 9)	SF	1740	\$4.00	\$6,960.00
12	Main Bid	237110	Mobilization	LS	1	\$70,000.00	\$70,000.00
13	Main Bid	237110	Field Orders (EOC Type II)	AL	1	\$152,000.00	\$152,000.00
14	Main Bid	238910	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00
15	Main Bid	237310	Adjust Survey Monument to Grade	EA	4	\$500.00	\$2,000.00
16	Main Bid	237310	Cold Mill AC Pavement (0 Inch - 1.5 Inch) (For Evergreen St. & Hill St.)	SF	24830	\$0.45	\$11,173.50
17	Main Bid	237310	Asphalt Pavement Repair	TON	5	\$500.00	\$2,500.00
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF	303081	\$0.50	\$151,540.50
19	Main Bid	237310	Asphalt Concrete Overlay and Striping	TON	217	\$135.00	\$29,285.00
20	Main Bid	237310	Pavement Fabric	SY	1578	\$4.00	\$6,312.00
21	Main Bid	237110	Cutoff Wall	EA	2	\$750.00	\$1,500.00
22	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	3	\$3,000.00	\$9,000.00
23	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	EA	8	\$3,000.00	\$24,000.00
24	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	EA	10	\$3,000.00	\$30,000.00
25	Main Bid	237310	Curb Ramp (Type D) with Detectable Warning Tiles	EA	3	\$3,000.00	\$9,000.00
26	Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	3	\$3,200.00	\$9,600.00
27	Main Bid	237311	Curb Ramp Modified Type A with 6' Wide Opening and (3) 2' X 3' Stainless Steel Detectable Warning Tiles	EA	1	\$4,000.00	\$4,000.00
28	Main Bid	237310	Cross Gutter	SF	1184	\$12.00	\$14,208.00
29	Main Bid	237110	Additional Bedding	CY	866	\$5.00	\$4,330.00
30	Main Bid	237110	Water Main (8 Inch, Class 305)	LF	4924	\$88.00	\$433,312.00
31	Main Bid	237110	Water Main (12 Inch, Class 305)	LF	664	\$130.00	\$86,320.00
32	Main Bid	237110	Sewer Main (8 Inch)	LF	7197	\$100.00	\$719,700.00
33	Main Bid	237110	Sewer Main (8 Inch, SDR-26)	LF	600	\$180.00	\$108,000.00
34	Main Bid	237110	Imported Backfill For Trench	TON	2454	\$5.00	\$12,270.00
35	Main Bid	237110	Trench Shoring	LS	1	\$20,000.00	\$20,000.00
36	Main Bid	237110	Gate Valve (8 Inch)	EA	15	\$1,500.00	\$22,500.00
37	Main Bid	237110	Gate Valve (12 Inch)	EA	1	\$3,000.00	\$3,000.00

38	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	EA	11	\$7,500.00	\$82,500.00
39	Main Bid	237110	Water Service (2 Inch)	EA	3	\$3,500.00	\$10,500.00
40	Main Bid	237110	Water Service (1 Inch)	EA	77	\$2,250.00	\$173,250.00
41	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	EA	1	\$4,500.00	\$4,500.00
42	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 250)	EA	1	\$4,000.00	\$4,000.00
43	Main Bid	237310	Temporary Resurfacing	TON	292	\$100.00	\$29,200.00
44	Main Bid	237110	Manholes (4 ft x 3 ft)	EA	35	\$4,000.00	\$140,000.00
45	Main Bid	237110	Manholes (4 ft x 3 ft) with Locking Device	EA	3	\$4,100.00	\$12,300.00
46	Main Bid	237110	Connection to Existing Manhole and Rechanneling	EA	1	\$2,000.00	\$2,000.00
47	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	EA	107	\$2,800.00	\$299,600.00
48	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	3533	\$1.00	\$3,533.00
49	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	LF	7791	\$1.00	\$7,791.00
50	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	LF	1083	\$5.00	\$5,415.00
51	Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	EA	15	\$600.00	\$9,000.00
52	Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	3533	\$5.00	\$17,665.00
53	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	LF	4258	\$7.00	\$29,806.00
54	Main Bid	237310	Continental Crosswalks	SF	400	\$4.00	\$1,600.00
55	Main Bid	237110	Rehabilitate Sewer Main (8 inch)	LF	617	\$60.00	\$37,020.00
56	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	EA	1	\$4,000.00	\$4,000.00
57	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	LF	1	\$500.00	\$500.00
58	Main Bid	237110	Rehabilitate Existing Manhole	EA	4	\$2,100.00	\$8,400.00
59	Main Bid	237310	Traffic Control	LS	1	\$15,000.00	\$15,000.00
60	Main Bid	237310	Pedestrian Barricade	EA	14	\$750.00	\$10,500.00
61	Main Bid	237310	Removable Pipe Bollard	EA	1	\$500.00	\$500.00
62	Main Bid	238910	Cleaning and Grubbing	LS	1	\$10,000.00	\$10,000.00
63	Main Bid	561730	Revegetation and Erosion Control	LS	1	\$7,500.00	\$7,500.00
64	Main Bid	541330	Biological Monitoring and Reporting	LS	1	\$17,000.00	\$17,000.00
65	Main Bid	541330	25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$7,500.00	\$7,500.00
66	Main Bid	237110	Temporary Resurfacing	TON	25	\$100.00	\$2,500.00
67	Main Bid	237110	Pavement Restoration for Final Connection	SF	640	\$12.00	\$7,680.00
						<b>Subtotal</b>	<b>\$3,074,801.00</b>
68	Alternate A Items	237110	Furnished Materials for Contractor High-line Work	LF	4826	\$6.00	\$28,956.00
69	Alternate A Items	237110	High-lining Installation by the Contractor	LF	4826	\$10.00	\$48,260.00
70	Alternate A Items	237110	High-lining Removed by the Contractor	LF	4826	\$4.00	\$19,304.00
						<b>Subtotal</b>	<b>\$96,520.00</b>
71	Alternate B Items	237110	Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	14	\$3,500.00	\$49,000.00
72	Alternate B Items	237110	Cut and Plug by Contractor	EA	14	\$3,200.00	\$44,800.00
						<b>Subtotal</b>	<b>\$93,800.00</b>
73	Alternate C Items	237110	Contractor Furnished Materials for the City Forces High-line Work	LF	4826	\$6.00	\$28,956.00
						<b>Subtotal</b>	<b>\$28,956.00</b>
						<b>Total</b>	<b>\$3,294,077.00</b>

Subcontractors										
Name	Description	License Num	Amount	Type	Address	Address 2	City	ZipCode	Country	
McGrath Consulting	WPCP	N/A	\$500.00	ELBE,SDB	PO BOX 2488		El Cajon	92021	United States	
Quality Construction & Engineering Inc.	Concrete Flatwork and T-Cap Paving	1005282	\$180,472.00	PQUAL,SLBE,CADIR,SDB	8895 town center drive #105-351		san diego	92122	United States	
Kirk Paving, Inc.	AC Paving	749206	\$34,459.00	PQUAL,SLBE,CADIR	8722 Winter Gardens Blvd.		Lakeside	92040	United States	
American Asphalt South, Inc.	Slurry Seal	784969	\$123,869.20	CAU,MALE,PQUAL,CADIR	PO Box 310036	14436 Santa Ana Ave	Fontana	92331	United States	
Statewide Stripes, Inc	Striping	788286	\$16,558.91		PO Box 600710		San Diego	92160-0710	United States	
Hydrosprout Inc	Hydroseeding	582303	\$1,119.31		460 Corporate Dr	suite A	Escondido	92029	United States	
Vic Salazar Communications	Community Liaison	N/A	\$30,000.00	LAT,MALE,DBE,MBE	5205 Kearny Villa Road	Suite 107	San Diego	92130	United States	
Pavement Recycling Systems, Inc.	Cold Milling	569352	\$10,428.60	PQUAL	10240 San Sevalne Way		Jurupa Valley	91752	United States	
National Coating & Lining	Manhole Rehabilitation	886430	\$5,960.00		26713 Madison Ave		Murrietta	92562	United States	
Loveless & Linton Consulting-Archaeological	Archeo, Paleo, Native American, and Biological Monitoring	N/A	\$59,064.00	CAU,FEM,SLBE,DBE,CADIR,SDB,WOSB	1421 W. Lewis St		San Diego	92103	United States	
R & C Structures	Manholes	425215	\$93,693.00		1615 La Mirada Dr		San Marcos	92078	United States	
T L Scanlan Construction	Base Paving	1008991	\$420,761.94		2308 shaylene Way		alpine	91901	United States	
Nu-Line Technologies, LLC	Sewer Rehab and CCTV	997520	\$46,611.00	FEM,MBE,CADIR,WBE	102 Second Street, Suite B		Enclinitas	92024	United States	

Prime Self-Performance  
69.86%

