

City of San Diego

CONTRACTOR NAME: Ballard Marine Construction, Inc.

ADDRESS: 727 S. 27th Street, Washougal, WA 98671

TELEPHONE: 360-210-2085 **FAX:** _____

CITY CONTACT: Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov

J.Larriva / A.Rekani / egz

PROPOSAL DOCUMENTS



ORIGINAL



FOR

HODGES RESERVOIR OXYGENATION SYSTEM

RFP NO.:	<u>K-18-6389-DB1-3-A</u>
SAP NO. (WBS/IO/CC):	<u>B-15195</u>
CLIENT DEPARTMENT:	<u>2013</u>
COUNCIL DISTRICT:	<u>Citywide</u>
PROJECT TYPE:	<u>BK</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A DEPARTMENT OF WATER RESOURCES FUNDED CONTRACT THROUGH THE STATE OF CALIFORNIA.

PROPOSALS DUE:

12:00 NOON

OCTOBER 12, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

ATTN: CONTRACT SPECIALIST

DEPUTY CITY ENGINEER

The engineering Specifications and Special Provisions and Scope of Work contained herein have been reviewed and approved by the following Registered Engineer:

Brian Vitell

Registered Engineer
For City Engineer

8/30/17

Date



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1. This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Hodges Reservoir Oxygenation System** Design-Build project.
- 1.1.2. This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3. Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6. The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City.

1.2. **SUMMARY OF WORK:** This is the City solicitation process to acquire Design-Build services for a Design-Build project to **Hodges Reservoir Oxygenation System**. For additional information refer to Attachment A.

1.3. **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 web site: <http://www.sandiego.gov>.

- 1.4. PROPOSAL DUE DATE AND TIME ARE: OCTOBER 12, 2017 AT 12:00 NOON.**
- 1.5. ESTIMATED PROJECT COST:** The City's estimated cost for this project is **\$3,100,000.**
- 1.6. LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **A**
- 1.7. CONTRACT PERIOD:** The Project shall be completed within **200 Working Days** from the Notice to Proceed (NTP).
- 1.8. PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- 1.9. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 1.10. CONTRACTOR LICENSE AND PREQUALIFICATION STATUS:**
- 1.10.1.** The Design-Builder must possess a Class "A" California State Contractor's license.
- 1.10.2.** The Design-Builder must, at the time of submission of the proposal, be prequalified at an amount equal to or greater than the total amount proposed, including any alternates or options.
- 1.10.3.** The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission.
- 1.11. PRE-PROPOSAL MEETING AND SITE VISIT:**
- 1.11.1.** Those wishing to submit a Proposal are **required** to attend the Pre-Proposal 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. Failure to attend the Mandatory Pre-Proposal Meeting may result in the Design-Builder's Bid being deemed non-responsive. The Pre-Proposal Meeting is scheduled as follows:
- Date: SEPTEMBER 26, 2017**
Time: 10:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101 (14th Floor Large Conference Room)

1.11.2. Attendance at the Pre-Proposal 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.

Admittance may be denied to those arriving after the specified start time of the mandatory Pre-Proposal Meeting.

1.11.3. PRE-PROPOSAL SITE VISIT: All those wishing to submit a Proposal are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Public Works Contracts at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Proposal Site Visit is scheduled as follows:

Time: SEPTEMBER 27, 2017
Date: 10:00 AM
Location: 19320 Lake Drive, Escondido, CA 92029

Proposers interested in attending the site visit shall RSVP with the Project Manager, Idalmiro da Rosa at the Pre-Proposal Meeting and provide the names of attendees.

2. SUBCONTRACTING PARTICIPATION PERCENTAGES: Subcontracting participation percentages apply to this contract.

2.2.1. 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	2.3%
2.	ELBE participation	10.0%
3.	Total mandatory participation	12.3%

2.2.2. The Proposal will be declared non-responsive if the Proposer fails to meet the following mandatory requirements:

2.2.2.1. Proposer's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

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

3. SELECTION AND AWARD SCHEDULE:

3.1. The City anticipates that the process for selecting a Design-Builder and awarding the contract will be according to the following tentative schedule. Dates are subject to change:

3.2. Pre-Proposal Meeting **SEPTEMBER 26, 2017**

3.3. Proposal Due Date **OCTOBER 12, 2017**

3.4. Selection and Notification **DECEMBER 1, 2017**

3.5. Limited Notice to Proceed **JANUARY 1, 2018**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. The Design-Builder's California State License and City of San Diego prequalification status as specified herein must be valid at time of submission. Failure to comply with these requirements may result in the proposal being deemed non responsive and ineligible for further consideration.
- 1.2. Contractors submitting proposals must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits prior to the date of submittal. Proposals from contractors who have not been pre-qualified as applicable and Proposals 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>

- 1.3. The completed application must be submitted online **no later than two (2) weeks prior to the Proposal due date**. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.4. Due to the City's responsibility to protect the confidentiality of the contractors' information, 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 PROPOSALS: Proposals 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. **PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic proposal.
- 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. Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal 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. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals 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. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, 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, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
1. The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 2. The Price proposal, which should detail the cost structure and include any forms as required herein.
- 2.7. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.
- 2.8.1. Important Note:** Submission of the electronic proposal 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 proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.
- 2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** To request a copy of this solicitation in an alternative format, contact the Public Works Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The proposer, by submitting its electronic proposal, 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 proposal, the proposer certifies that the proposer 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 proposal, the proposer 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 Proposer, by submitting their electronic proposal, 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 proposal are true and correct.

4. PROPOSALS ARE PUBLIC RECORDS: Upon receipt by the City, proposals 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 proposal's 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. 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 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.

6. Each properly signed Proposal shall constitute a firm offer that may be accepted by the City within the time frame specified herein.

7. This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.

8. Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.

9. Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).

10. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.

11. EQUAL OPPORTUNITY CONTRACTING

11.1. As set forth in this RFP, the City is dedicated to the principles of equal opportunity in the workplace and in subcontracting. It is the City's expectation that firms doing business with the City have, and are able to demonstrate, the same level of commitment.

11.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

11.3. Design-Builder's Work Force

11.3.1. The Design-Builders shall submit with its Proposal a Work Force Report (EOC Form BB05) and prior to award of contract, the successful Design-Builder shall submit to the City's EOCP office an updated Work Force Report or an Equal Employment Opportunity (EEO) Plan.

11.3.2. If under representations are noted in the Work Force Report when compared to County Labor Force Availability data, the Design-Builder shall submit an Equal Opportunity Plan. Any Equal Employment Opportunity Plan submitted shall include the elements as outlined in the EOCP Requirements included in The WHITEBOOK.

11.3.3. The specified Equal Opportunity Contracting Program (EOCP) forms are available for download from the City's web site at:

<http://www.sandiego.gov/eoc/forms/index.shtml>

11.4. Nondiscrimination Ordinance (Municipal Code §§ 22.2701-22.2708)

11.4.1. The Design-Builder 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 the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

11.4.2. This language shall be in contracts between the Design-Builder and any Subcontractors and Suppliers.

11.4.3. As part of its Proposal, the Design-Builder shall provide to the City a list of all instances within the last 10 years where a complaint was filed or pending against Design-Builder in a legal or administrative proceeding alleging that Design-Builder discriminated against its employees, the Subcontractors, or Suppliers, and a description of the status or resolution of that complaint, including any remedial action taken. If there have not been any complaints filed or pending against Design-Builder, a written statement from the Design-Builder to confirm shall be included in the Proposal.

11.5. Contractor Registration and Electronic Reporting System

11.5.1. Prior to the award of the Contract, the Design-Builder, Subcontractors, and Suppliers must register with the City's web-based vendor registration and bid management system, BidsOnline, hosted by PlanetBids System. For additional information go to:

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

11.5.2. 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

11.5.3. Following the award of the Contract, the Design-Builder will be required to use the City's web-based contract compliance application for EOCP reporting purposes e.g., Weekly Certified Payroll, Monthly Employment Utilization, and Monthly Payments. Online tutorials are available at:

<http://stage.prismscompliance.com/etc/vendortutorials.htm>

11.5.4. The City may retain progress payments if:

11.5.4.1. The non-registered Design-Builder, Subcontractors, or Suppliers fail to register,

11.5.4.2. EOCP reporting is delinquent or inadequate.

11.5.4.3. Underpayment has occurred.

12. PRE-PROPOSAL ACTIVITIES

12.1. Submission of Questions

12.1.1. The Director (or designee) of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any

public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFP.

OR:

To the Email address of the Contract Specialist listed on the front cover of this RFP.

- 12.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- 12.1.3.** 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.
- 12.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

12.2. Revisions to the RFP

The City, at its option, may respond to any or all questions submitted in writing via the City's eBidding web site in the form of an addendum. No other responses to questions, oral or written, shall be of any force or effect with respect to this solicitation.

Any changes to the Contract Documents through addendum are made effective as though originally issued with the Proposal. The Design-Builders shall acknowledge the receipt of Addenda at the time of Proposal submission.

13. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK

- 13.1.** 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 Public Works Contracts.
- 13.2.** The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder 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, local conditions, and as to the requirements of the Contract Documents.

- 14. CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no

event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards

15. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.
16. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Sections 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4, "WORKERS' COMPENSATION INSURANCE" of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.
17. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

IMPORTANT NOTE: Submission of the electronic proposals 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 that their bids / proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for bids / proposals that do not arrive by the required date and time.

17.1. TECHNICAL PROPOSAL REQUIREMENTS: Technical Proposals submitted in response to this RFP shall be in the following order and shall include:

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):

- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

17.1.1. The Technical Proposal shall be concise, well organized, and demonstrate the Design-Builder's qualifications and experience applicable to the Project. The Technical Proposal shall be limited to 50 one-sided pages (8^{1/2}" x 11"), exclusive of resumes, graphics, forms, pictures, photographs, dividers, front and back cover, etc., that address the Technical Proposal contents; and of Equal Opportunity Contracting documentation. Font Type shall be Times New Roman in a minimum 12 Point font size, with a minimum 1" margin for text pages. A cover letter may be submitted but shall not contain any information that is a required element of the Technical Proposal. Any Technical Proposal that does not comply with these formatting standards may not be considered.

17.1.2. The Technical Proposals submitted in response to this RFP shall be in accordance with the requirements listed in ATTACHMENT G. The contents of the Technical Proposal shall be organized consistent with the format in Attachment G.

17.1.3. Design elements which deviate from the Scope of Work, City's design guidelines, or material substitutions which differ from the Approved Material List shall be highlighted in accordance with Attachment G.

17.1.4. Failure to comply with this section may render the Design-Builder's submittal non-responsive and ineligible for further consideration.

17.2. PRICE PROPOSAL REQUIREMENTS

17.2.1. A clearly marked, signed PDF of the Price Proposal is to be submitted in a separate PDF. This **is not** to be included with the Technical proposal. Refer to Attachment H of this RFP for any Price Proposal forms required to be used.

17.2.2. The Price Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Design-Builder.

17.2.3. The lowest proposed price is not the determining factor for award of this contract. See Attachment G for the criteria by which the proposals will be evaluated.

17.2.4. In the event of any discrepancies, written numbers will govern over numerical. Also, the sum of all lump sum line items, unit price line items, allowance line items and any other priced items will govern over the "Total Design-Build Proposal" line item.

17.2.5. The required EOCP information such as Subcontractor and Supplier listings shall be submitted as part of the Price Proposal.

18. SELECTION CRITERIA AND SCORING

- 18.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.
- 18.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.
- 18.3. The Panel will review all proposals received and will be conducted in accordance with Attachment G.
- 18.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.
- 18.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

19. AWARD

- 19.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.
- 19.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.
- 19.3. To obtain the price Proposal 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 Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

20. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS

- 20.1. The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.

- 20.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 20.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as “key personnel” without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City’s consent will not be unreasonably withheld.
- 20.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 20.5. Submittal of “Or Equal” Items.** See 4-1.6, “Trade Names or Equals” in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 20.6. Subcontract Limitations.** The Design-Builder’s attention is directed to Standard Specification for Public Works Construction, Section 2-3, “SUBCONTRACTS” which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.
- 20.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 20.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 20.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 20.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 20.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
- 20.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 20.8.5.** 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.
- 20.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 20.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.

20.9. Prevailing Wage Rates Apply: Refer to Attachment D.

20.10. Reference Standards: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

ATTACHMENTS

ATTACHMENT A
PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS,
AND BRIDGING DOCUMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, TECHNICAL SPECIFICATIONS, AND BRIDGING DOCUMENTS

1.0 PROJECT DESCRIPTION

- 1.1. The Design-Builder is to design and construct a hypolimnetic oxygenation system (HOS). The purpose of the Project is to reduce and control excessive algal productivity in the reservoir with the intent to improve water quality and restore the drinking water supply allowing greater water supply interconnectivity and reliability. The Project will involve the construction of a HOS or equivalent. The HOS will add pure oxygen gas into the deep portion of the reservoir to make up for that lost by bacterial decay of algae, alleviating water quality problems, controlling algal blooms, internal nutrient cycling and improving fish habitat.
- 1.2. The design of the on-site HOS will be the responsibility of the Design-Builder. This document establishes the minimum technical and installation specifications required by the City for HOS projects. It is the intent of these specifications to insure that the HOS installed are consistent with and adhere to any and all California Building Codes and standards, and all technical and installation specifications and guidelines developed and established.
- 1.3. The Design-Builder will follow all permit requirements. This include but not limited to environmental permits, MHPA regulations, Construction General Permit (CPG), Municipal Storm Water Permit (MS4), Site Development Permit, and U.S. Army Corps of Engineers (404/NWP).
- 1.4. The City shall have a separate Contract for the delivery of liquid oxygen and rental equipment for the storage of liquid oxygen (LOX). This equipment will include, but not limited to, Cryogenic Tank, Evaporator(s), and control panel. The Design-Builder shall coordinate with the LOX Vendor for the design of a concrete slab and layout of all required equipment.

Local companies that may be interested on bidding this contract are Airgas, Matheson, and Air Products & Chemical. Design build contractor may contact these companies or an equivalent to determine coordination requirements.

- 1.5. The City will hire a long-term vegetation contractor and the Design-Builder will coordinate with the long term vegetation contractor.
- 1.6. The Design-Builder will use the following Technical Studies in designing the HOS:
 1. Lake Hodges Reservoir Water Quality Assessment Study Final Conceptual Planning Report dated June 30, 2014 by Brown and Caldwell.
 2. Lake Hodges Reservoir Sediment Oxygen Demand Study dated June 11, 2015 by Brown and Caldwell.
 3. Lake Hodges HOS Biological Assessment, dated July 29, 2016 by Public Utilities Department, EPM, Environmental Section.

4. Lake Hodges Data Analysis and Modeling, dated March 18, 2014 by Water Quality Solutions.
5. Topography data for Hodges Reservoir.
6. Topography data for Boat Ramp.
7. Topography data for HOS Site Location.
8. Emergency Storage Project, Lake Hodges, Geotechnical Investigation, dated March 24, 2004 by URS.

The County Water Authority (CWA) completed a Hydro Facility project approximately 10-years ago. Though the project is north of the HOS project area, 2 borings were done in the water at the inlet/outlet structures (I/O-1 and I/O-2). Partial information of the geotechnical report pertinent to those logs will be uploaded to the FTP site.

The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/rrgv2r3bk1vi>

2.1 SCOPE OF WORK

The City of San Diego requires the Design-Builder to provide and install a complete HOS for Lake Hodges. The following provided is a brief description of the work to be accomplished on this project; however, this description is in no way intended to be a complete listing of the required work.

2.1. Design Guidelines

2.1.1. Design guidelines and performance requirements to establish basic design criteria, minimum material quality and equipment standards are provided in this RFP. Each proposal must include a certification that the proposal meets or exceeds these criteria within the stipulated Contract Price. The Design-Builder is encouraged to provide a basis of design narrative and a description of how the project will exceed quality levels established by the performance requirements.

2.1.2. Design-Builder shall design, install and put into operation an oxygen storage and delivery system, coupled with a hypolimnetic oxygenation system to meet the objectives specified above (See Exhibit B Conceptual Plans).

2.1.2.1. The HOS system shall have the capability to provide 9,900 lbs/day of oxygen to the reservoir or as required.

2.1.2.2. The HOS system shall have the capability to provide sufficient contact time for the oxygen to fully dissolve in water, resulting in an average oxygen transfer efficiency of 90% or better.

- 2.1.2.3.** The City desires the use of a Super Oxygenation System (Speece Cone) as manufactured by ECO2 or equivalent. The super Oxygenation system package as provided by ECO2 includes: Process Control Panel, Intake Piping, Discharge Piping, Flygt 100 HP Sidestream Pump, 12ft diameter Speece Cone, and a redundant backup pump (Flygt 100 HP Sidestream Pump).
- 2.1.2.4.** The Oxygen Storage Facility shall be designed to meet the oxygen requirements for the HOS system and reservoir.
- 2.1.2.5.** Design-Builder to identify number of full time employees (FTEs) and type of operator and certifications required to operate and maintain the facility and an estimate of annual cost to operate and maintain the system including LOX purchases.
- 2.1.3.** Design-Builder shall be responsible for the design of all systems, including but not limited to: oxygen storage facility and foundation, oxygen supply piping and appurtenances, controls, electric power, electrical and oxygen lines to the speece cone, and HOS components.
- 2.1.4.** Elements of the Design shall include but not limited to:
- 2.1.4.1.** Component within water
1. As the lake surface elevation fluctuates, the HOS shall be designed to operate at various lake water surface elevations.
 - The current water surface elevation (WSEL) is 303 feet. Thus, at present the water depth at the project site is 66 feet. The maximum WSEL of the reservoir [i.e., the spillway elevation] is 315 ft.; thus, the maximum depth at the project site is 74 ft. The typical WSEL range is 288 to 294 feet. However, depending on rainfall the reservoir level may be outside this range. Other than the above information, the City gives no assurance of the reservoir level. Design-Builder to verify elevation before any work under water and verify with CWA if the Pump Station (PS) needs to be shut down for safety purposes during the system installation.
 2. Discharge Header Diffuser System
 - Shall be configured such that the super oxygenated water from the discharge header shall not re-circulate back to the pump intake system.
 3. Pump Intake System
 - Inlet shall include a pipe manifold with a wedge wire intake screen to keep fish and large debris from clogging the intake pump.

4. Anchor System
 - All components within the water shall be adequately anchored to the reservoir bottom.
5. Marker Buoys
 - Marker Buoys shall be anchored using either a chain or a cable attached to the equipment slab of the Speece Cone, or as directed by the City.
6. Multi-Tier Rock Foundation (or equivalent)
 - Shall provide adequate support of the HOS (equipment slab, speece-cone, intake pump, and diffuser).
 - Shall provide adequate separation of the HOS from the layer of soft sediment at the bottom of the reservoir.
 - See Sheet 4 of the Conceptual Plans (Exhibit B) for more information.
 - The elevation of the lake bed where the HOS will be located is 241 feet.
 - The Design-Builder is encouraged to design an alternative foundation that is within the estimated project cost and adheres to the requirements of the environmental permits.

2.1.4.2. Component outside of water

1. Concrete Pad Foundation for Liquid Oxygen (LOX) storage facility. Per Public Utilities Department (PUD) standards, all equipment panels shall be on a 4-inch housekeeping pad. See Sheet 5 of Conceptual Plans (Exhibit B) for more information.
2. Aggregate based cul-de-sac gravel driveway with adequate turning radius for LOX delivery trucks. The Design-Builder shall coordinate with LOX delivery vendor for truck requirements. Driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver.
3. Lighting System to provide adequate lighting within the boundary of the LOX storage facility to allow as-needed maintenance or re-fill of the LOX tank during evening hours.
 - Lighting system shall be controlled by a switch. The lighting system will be predominantly turned off and only utilized when needed
 - Lighting system shall be shielded or directed away from sensitive habitat.

4. Install erosion control measures such as concrete mats or equivalent to mitigate and protect near-shore exposed oxygen and electrical conduits. The concrete mats shall extend 20 feet into the water to provide protection of the submerged conduits.
5. Upgrade power from single phase power to three phase power to meet the necessary power requirements for all equipment associated with the project.
 - An SDG&E power pole with single-phase power is currently available and is located approximately 60 feet west of the reservoir operator residence.
 - Contractor will need to coordinate with SDG&E to provide high-voltage three-phase power to the existing power pole.
6. Incorporate a firebuffer (50 feet radius) around the perimeter of the LOX supply tank. See Section 2.12.4 of this Attachment.
 - Aggregate based cul-de-sac gravel driveway is a sufficient fire buffer.
7. Provide a remote interface link to the City's existing SCADA system. The link should be a proven and secure commercially available solution by AT&T to continuously link the Remote Terminal Unit (RTU) and Sub HOS systems to the main operations control center. As a subcontractor specializing in systems integration should develop the Graphical User Interface and the complete RTU configuration in to the online production database and archiving historian.
 - The remote monitoring system shall be BenteK Systems Ltd or equivalent. Proprietary solutions are not acceptable.
 - The City requires sensors/instrumentation for the following:
 - Temperature sensors at separations based on the designers determination to monitor the stratification of lake water.
 - Weather station
 - Submergible pressure transmitter
 - Level sensor for the liquid oxygen in the cryogenic tank (to be provided and installed by LOX Supplier)
 - Oxygen delivery flow rate (oxygen feed control panel to HOS)

- 2 Oxygen Sensors at reservoir (depth and/ or location to be determined by City Staff)
- On/Off controls for submersible pump
- The remote monitoring panel shall have the capacity for the requirements of this project and future system upgrades. The remote monitoring panel shall have the following:
 - SCADALink SAT130 Dual Mode Satellite/Cell Modem RTU
 - RS232, RS485, Ethernet & Wi-Fi
 - Satellite Antenna with 15' Cable
 - Cellular Antenna with 15' Cable
 - 4-inch LCD Touch Screen Controller
 - Owner Approved Programmable Logic Controller (PLC) and 30% additional I/O available for future use.
 - 900 Mhz Wireless Sensor Gateway
 - 120VAC
 - 24VDC Battery Backup Power Supply with 12Hour backup
 - Terminal Blocks
 - Protective Enclosure
 - CSA General Area Certification
- Design-Builder shall select a remote monitoring system such that its corresponding hosting and airtime package has a monthly rate of \$210 or better as offered by Bentek Systems Ltd or equivalent. Utilize locally commercially available solutions to interface the RTU with existing SCADA system. Coordinate with AT&T. Designer to calculate the system bandwidth requirements.
- The hosting and airtime package shall have the following:
 - SCADALink SatSCADA Secure Web Client Access, with Dashboard, Trending, and Data Export
 - Web Client access for up to 10 users
 - Email, SMS, and Voice Alarm Notification
 - 400 kB/Month Sat Airtime
 - 300 MB Cellular Airtime with Static IP
 - FTP all data to City Staff upon request

- Designer to determine the systems control strategy and process thresholds. Including a maintenance strategy. The system shall be configured such that City shall have the capability to remotely control the following:
 - Automation of the oxygen flow control from LOX storage facility to HOS
 - On/Off control for the submersible pump
- The system shall be configured such that alarming notifications (via. Email, SMS, or Voice) shall be sent to City staff for the following.
 - Low Depth level for LOX
 - Power Failure
 - RTU Intrusion

2.2. Submittal Requirements

- 2.2.1.** Engineering design services.
- 2.2.2.** Permitting submittal and approvals from local and state agencies including Construction General Permit (CPG) and Municipal Storm Water Permit (MS4).
- 2.2.3.** Coordination of payment of all fees.
- 2.2.4.** Project management.
- 2.2.5.** Construction, including off-site improvements.
- 2.2.6.** Commissioning of systems and equipment.
- 2.2.7.** Coordination and payment of all test and inspection services.
- 2.2.8.** Community meetings (as required).
- 2.2.9.** Coordination and scheduling work of Team and others providing services to design and construct the project.
- 2.2.10.** All on-site and off-site grading for new construction storm water compliance (SWPPP, BMPs, SUSMP, and SM4).
- 2.2.11.** Insurance and bonding.
- 2.2.12.** Coordination with City representatives.
- 2.2.13.** Soils report.
- 2.2.14.** Design and Construction Surveys. Survey Service shall be procured or performed by the Design Consultant.

2.3. Project Schedule

2.3.1. This project is grant funded, and the timeline and schedule is critical. Design, Construction, and startup of the facility must be completed on or before April 1, 2018 to ensure that there is adequate time for post-project water quality monitoring by January 2019.

2.4. Proposed Project Budget to be submitted as follows:

2.4.1. The cost of the plan checking, permits, and Utilities fees shall be included in the Contract Price.

2.5. Written Submittals to be submitted and sequentially numbered as follows:

2.5.1. Project Design Description (limit 2 pages): A narrative description of the basis of design. Include reference to each of the systems; electrical, mechanical and pumping. Address how the proposed design achieves programmatic goals and performance requirements of the project. Include performance characteristics. Clearly convey the design intent and how it achieves the City's goals for the project.

2.5.2. Project schedule: The Design-Builder identification of, and commitment to, key milestones from Notice to Proceed through Guaranteed Completion Date. The schedule shall be cost loaded and identify significant design and construction activities; their duration and completion dates; document submittal dates; allowances for City and other agency review periods, including schematic design documents, design development documents, final plans and specifications; and regulatory agency review periods for the project. All dates must be indicated by calendar dates. The schedule shall be in color and in 11"x 17" foldout format.

2.5.3. Project Budget: The Design-Builder Fixed Lump Sum Price for the project. Budget shall include cost detail by major building components.

2.5.4. Project Compliance with minimum program and performance requirements: A brief written statement certifying that all mandatory program and performance requirements of the RFP are met by the proposal.

2.5.5. Summary of Value-Added Enhancements: A brief narrative description of any proposed value-added enhancements.

2.6. Graphic Submittals

2.6.1. Any graphic submittal, diagrams, charts or drawings are at the discretion of the Design-Build firms. The Design-Builder shall keep in mind that any drawings, 3-D computer model or massing study model shall follow the bridging documents requirements and program parameters.

2.7. Design Deliverables

- 2.7.1.** Design deliverables during the design process shall include 60%, 90% and 100% phases. Plans, and Specifications progress packages shall be delivered for review at each phase.
- 2.7.2.** Design-Builder shall provide five (5) full size (24"x36"), five (5) one-half size (11"x17"), and one (1) CD of design drawings, and five (5) sets of specifications for the 60% and 90% phase of design submittals **and electronic design submittals in PDF file format.** For the 100% design phase submittal provide ten (10) full size (24"x36"), ten (10) one-half size (11"x17"), and one (1) CD of design drawings, and ten (10) sets of specifications. The Design-Builder shall provide final as-built drawings in Mylar.
- 2.7.3.** The Design-Builder shall submit a 100% design to the Hazardous Material Division (HMD) of the County of San Diego (AB 3205 plan check review) for approval.

2.8. Performance Requirements and Standards

- 2.8.1.** The adequate performance of the completed improvements is of paramount importance. The completed project shall meet or exceed all performance requirements identified in this RFP. The following are minimum standards:
 - 2.8.1.1.** Basic, minimum code performance: this is the basis of minimum facility performance resultant from compliance with code and regulation requirements and in conformance with the Lake Hodges Reservoir Sediment Oxygen Demand Study. The completed project shall comply with, or exceed, all Local, State and Federal Codes, Regulations and Applicable Standards.
 - 2.8.2.** Ease of operation, maintenance and replacement of equipment is essential. For the purposes of this project, the following are considered general minimum maintenance standards:
 - 2.8.2.1.** The Design-Builder shall provide adequate training for the operation and maintenance of all equipment and systems (side stream pump, speece cone, discharge piping, telemetry, oxygen flow controls, etc.). The training will need to be coordinated with the CM team and videotaped for reference.
 - 2.8.2.2.** The Design-Builder shall provide to the City an Operations and Maintenance Manual for all the different equipment provided.
- 2.8.3.** The various systems and equipment shall be selected with as few variations as possible to standardize the products.
- 2.8.4.** Minimize the amount of maintenance required.

2.8.4.1. The Design-Builder shall provide to the City extra replacement parts for critical components that are hard to replace. This will be determined by the City. These items include, but not limited to, 3 sets of keys and a backup Sidestream Submersible Pump (see Section 2.9.19). This will not include a backup Speece Cone.

2.8.5. Make provisions for convenient access for service and replacement of equipment and system components, not required to have the expected service life span equal to that required for the project(s) as a whole, without undue disruption to the operation of the facility.

2.8.6. For this project to be accepted, the project will be tested and shall pass as defined by the Startup Procedure. The Design-Builder shall create a Startup Procedure with coordination from the manufacturer and City personnel. The City will have final approval of the Startup Procedure. Final acceptance of the project will be determined by the Residential Engineer.

2.8.6.1. Each piece of equipment shall be tested and if needed adjusted to meet the defined standard in the Startup Procedure. The project shall also be tested to make sure that it meets the defined parameters.

2.8.6.2. If any equipment or component of the project fails the Startup Procedure, the Design-Builder shall fix the problem to the satisfaction of the Residential Engineer. This will be at a cost to the Design-Builder.

2.9. Site Construction

2.9.1. The Design-Builder shall familiarize themselves with all site conditions and shall assess all roads and paths required to access Hodges Reservoir during construction and for delivery of Oxygen. Coordination with the County Department of Public Works may be required for a moving permit, overload permit, or heavy haul analysis to evaluate the route and identify if any structures on the route will be overloaded.

2.9.2. All vegetation clearing, ground disturbing, and demolition activities shall be completed outside the bird breeding season - September 16 to January 31 (Breeding Season - February 1 to September 15).

For all other construction activities a preconstruction bird nesting survey shall be conducted within 500 feet and no more than 72 hours prior to initiation of construction activities if work occurs during the months of February 1 to September 15. If coastal California gnatcatchers are determined to be present; Construction noise monitoring shall be conducted 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, 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.

The City shall provide biological and cultural monitors.

2.9.3. Demolish the existing reservoir keeper residence located at: 9453 Del Dios Hwy, Escondido, CA 92029.

2.9.3.1. The residence was built in 1955, wood frame construction on a concrete pad, asbestos concrete tile exterior sheathing, drywall interior, and lead paint. Contractor to confirm asbestos concrete tile and lead paint.

2.9.3.2. Contractor shall perform all necessary action to properly contain and dispose of all hazardous materials.

2.9.3.3. Contractor shall appropriately abandon the septic and water supply system (well) in accordance with County of San Diego regulations. The septic system will include the septic tank. The water supply system includes the water tank which has to be removed from project site.

2.9.4. Upgrade the existing power from single phase power to three phase power to meet the necessary power requirements for all equipment associated with the project.

2.9.5. Demolish / Remove / haul away, include but not limited to, all equipment, structure, trash in the area (ex. Propane Tank, brick fire pit, misc. wood piles, fencing adjacent to the house).

2.9.6. Clear and grub all vegetation within the LOX storage facility and the limits of the cul-de-sac roadway.

2.9.7. Construct oxygen storage facility and control system.

2.9.7.1. Design-Build Contractor shall coordinate with the LOX Vendor. LOX vendor shall install a Cryogenic Tank, Evaporator(s), and piping to the control panel.

2.9.8. Install ECO2 Process Control Panel, ECO2 Oxygen Control Panel, Bentek remote monitoring panel.

2.9.8.1. Bolt all control panels to wall mount or unistrut system (to be provided by Design-Builder).

2.9.8.2. Install electrical wiring and flexible conduits from instrumentation to control panels.

2.9.8.3. Provide electrical power to all control panels as required.

- 2.9.8.4.** Install remote monitoring panel.
- 2.9.8.5.** Install all interconnections between Process Control Panel, Oxygen Control Panel, remote monitoring panel, or any other panels as required.
- 2.9.9.** Construct lighting equipment.
- 2.9.10.** Construct security fence 6 feet high (Standard drawings SDM-112) with man gate and entrance gate.
- 2.9.11.** Construct protective bollards (per Standard Drawing WM-04).
- 2.9.12.** Provide a phone line connection for LOX supplier liquid level sensor.
- 2.9.13.** Design-Builder is permitted a 10 feet wide construction corridor from the LOX Storage facility to water's edge to trench and install approximately 350 LF of conduit for electrical and supply airline to the HOS system.
- 2.9.14.** Install erosion control measures such as concrete mats or equivalent to mitigate and protect near-shore exposed oxygen and electrical conduits. The concrete mats shall extend 20 feet into the water to provide protection of the submerged conduits.
- 2.9.15.** Anchor approximately 500 LF of conduit to the bottom of the reservoir.
- 2.9.16.** Furnish all labor, materials, equipment and incidentals required to perform commercial diving services required under this contract as specified herein.
 - 2.9.16.1.** The diving CONTRACTOR shall be a commercial diving firm capable of installing the necessary equipment. The scope of work is similar to the inspection and repair of potable water treatment equipment.
 - 2.9.16.2.** All diving operation, including equipment preparation and maintenance, shall be performed in accordance with the requirements of OSHA 1910, Subpart T.
 - 2.9.16.3.** All diving operations shall include a crew of not less than 3 persons.
 - 2.9.16.4.** Divers shall be equipped with a helmet and dry suit, with surface supplied air, meeting the requirements of AWWA C652.
 - 2.9.16.5.** All equipment and materials shall be disinfected in accordance with AWWA C652 prior to entry into the potable water supply (if applicable).
 - 2.9.16.6.** All equipment and material shall be disinfected in accordance with AWWA C652 prior to entry into the potable water supply (if applicable).

2.9.16.7. All divers shall be free of communicable diseases and shall not have been under the care of a physician within 7 days prior to entering potable water. Divers entering potable water shall not have an abnormal temperature or symptoms of illness.

2.9.16.8. The Design-Builder shall require the diving subcontractor to comply with all related Federal, State and local safety requirements and provide all necessary safety equipment for the work of this Contract.

2.9.16.9. It is anticipated that there will be poor visibility at the bottom of the reservoir.

2.9.17. There is approximately 2 to 4 feet of soft sediment at the bottom of the reservoir. In the event that displacement of the sediment is necessary to allow for an adequate foundation, the Contractor shall have the option to hydraulically displace the soft sediment away from the footprint of the Multi-Tier rock foundation. Contractor shall spread the sediment such that excessive piling of the sediment shall not occur along the reservoir bed.

At no time will any of the soft sediment be removed from the reservoir or breach the water's surface.

2.9.18. Construction of a Multi-tier rock foundation or equivalent.

2.9.19. Fabricate and install concrete pad support (or equivalent) for HOS.

2.9.20. Install ECO2 Oxygenation Cone.

2.9.20.1. Secure ECO2 Cone to equipment slab.

2.9.20.2. Secure Intake Structure and pump piping to equipment slab.

2.9.20.3. Connect intake structure to pump and cone.

2.9.20.4. Construct and install discharge plenums.

2.9.20.5. Secure and connect discharge plenums to equipment slab and discharge of cone.

2.9.21. Install Sidestream Submersible Pump.

2.9.21.1. Secure side stream to pump plate within pump tube of the intake structure.

2.9.21.2. Install electrical wiring and conduit from SDG&E connection to pump control panel.

2.9.21.3. Install electrical wiring from pump control panel to sidestream submersible pump.

2.9.21.4. Install water piping connections to pump tube.

2.9.21.5. Contractor shall provide a secondary backup submersible pump to be delivered and stored at the Chollas Water Operations Facility or as directed by the City.

2.9.22. The contractor shall only use the boat launch facility for access to all in water activities. In water access from any other location shall not be permitted. The reservoir shall be closed to the public for recreational activities from October to March.

2.9.23. Install aggregate base cul-de-sac driveway around perimeter of the LOX storage facility.

1. Driveway shall be capable of supporting LOX delivery trucks.
2. Driveway shall have adequate turning radius to allow LOX delivery trucks easy entry and exit from the storage facility.
3. Contractor shall coordinate with LOX supply vendor to determine the weight and dimensions of the delivery trucks.

2.9.24. Install Concrete pad for Lox Storage Facility (Approximately 900 SF).

2.10. Inspection

2.10.1. Contractor shall provide a CCTV inspection of in-water installation and shall show in detail the installation of: Multi-Tier Rock Foundation, HOS (Speece Cone, Submersible Pump, Discharge header configuration, electrical connections), and anchored electrical and airline conduits.

2.11. Coordination (ECO2, LOX Supplier, Remote Monitoring, City)

2.11.1. Design-Builder shall coordinate with the LOX supplier for the installation of the cryogenic tank, evaporator(s), and all appurtenant piping.

2.11.2. Design-Builder shall coordinate with ECO2 for the installation of the Nema enclosure panels, telemetry, and PLC logic system controls. Subcontracted system integrator shall coordinate with vendors for the installation and pre-commissioning test such as Factory Acceptance Test of each of the control panels.

2.11.2.1. ECO2 shall provide support with system startup, telemetry, and communications. Vendor and subcontracted systems integrator shall provide a startup strategy and perform the facility commissioning.

2.11.3. Design-Builder shall coordinate with the remote monitoring vendor for all necessary wiring, connections, configurations, PLC logic systems controls, communication, automation, alarming, etc. to meet the project requirements. Design-Builder shall subcontract with a systems integrator to design a fully functional automated local and remote system. Interfacing the RTU with the existing SCADA database. Configuration of commercial link to interface the RTU with the SCADA system. Programming of the PLC and the parameterization of the field instrumentation. Develop GUIs. Develop a control strategy.

2.12. Conditions

2.12.1. The development of this project shall comply with all storm water construction requirements of the State Construction General Permit, Order No. 2009-00090DWQ or subsequent order, and the Municipal Storm Water Permit (MS4), Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), or subsequent order. A Risk Level Determination shall be calculated for the site and a Water Pollution Control Plan shall be implemented concurrently with the commencement of grading activities.

2.12.1.1. The City has procured permits on behalf of this Project. See Section 7-5 of Attachment E for list of procured permits.

2.12.2. All excavated material listed to be exported, shall be exported to a legal disposal site in accordance with the Reference Standards and San Diego County requirements.

2.12.3. Prior to the issuance of any construction permit, the Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the SDMC, into the construction plans or specifications.

2.12.4. The development of this project shall comply with San Diego Fire Prevention Bureau/Technical Services plan review requirements for cryogenic systems or tanks. See Exhibit A for an example.

EXHIBIT A

EXAMPLE OF PLAN REVIEW-CFC 2013 CRYOGENIC SYSTEMS OR TANKS

**SAN DIEGO FIRE PREVENTION BUREAU/TECHNICAL SERVICES
PLAN REVIEW-CFC 2013
CRYOGENIC SYSTEMS OR TANKS TA-**

DATE:	
SITE ADDRESS:	
CONTACT:	

AUTHORITY-105.6.10, 105.7.4, 5501, 5502, 5503, 5504, 5505/ NFPA 55, 59A, CGPA-P-18

Storage, use and handling of cryogenic fluids shall comply with above Codes and Standards. Cryogenic fluids classified as hazardous materials shall also comply with Hazardous Materials Section for general requirements. Partially full containers containing residual cryogenic fluids shall be considered as full for the purposes of the controls required.

ADMINISTRATION

- Complete and return the hazardous materials permit application (FPB-365) CFC 105.6.9, 5001.5
- Provide proof of Liability Insurance
- Provide current California State Contractors License and Medical Gas License from installer. CFC 105.3.6, 105.4
- Provide permit from Development Services Department:
 - Structural
 - Electrical
 - Mechanical
- Provide Maximum Allowable Quantities of Hazardous Materials per control area from Development Services- CFC 5003.8.3-5003.8.4
- Provide appropriate Occupancy Classification from Development Services Department CFC 5008.3

PLANS

- Provide three (3) sets of plans **require design submittals to be prepared by, and bear the stamp of, a registered design professional**, two (2) large size and one (1) reduces size
- Show on site plans the following:
 - Scale
 - Desired location on property OR location with building
 - Building opening- windows, doors, emergency exits, halls and other mechanical Or atmospheric intake/ exhaust (outdoor storage area- show adjacent buildings and structures)
 - Property lines, power lines- transformers, fire lines, vehicle access, other hazardous materials, and combustible storage/fencing/screening CFC 105.4

Show complete piping diagram of all piping being install throughout Bldg.

REQUIREMENTS

- In addition to '10 CFC Chapter 55 the following standard(s) apply:
 - Oxidizing cryogenic. NFPA-55-Chapter 63
 - Flammable cryogenic. NFPA-55-Chapters 23 & 58
 - Inert cryogenic. (20,000 ft³ or greater at NTP.) CGA-P-18
 - Liquefied Natural Gas. NFPA-59ASee also '13 CFC Chapter 50 for General Requirements.
- Provide approved location. 5503.7.1
 - Portable containers per 5504.2.2
 - Stationary containers per 5504.2.1
- Provide approved drainage or wall (wall shall be of 2 hour fire rated construction, minimum) in lieu of Distance/drainage from building openings, equipment, other containers or enclosed spaces. 5504.3.1.3
- Provide approved support/foundation include heaters and/or vaporizers. 5503.1.3
- Provide approved anchoring 5504.3.1.2
- **Building Department Structural review and permit required. Provide permit number.**
- Provide approved lighting, electrical equipment, and wiring. 5503.7 Building Department Electrical permit required. Provide permit number. Supports and surfaces shall be compatible with the product stored/used. 5503.6.1.2 and 5503.6.2.1
- Provide approved corrosion protection. 5503.1.3.2
- Provide approved security. 5003.9.2-5503.5
- Provide approved vehicular protection. 5003.9.3.-5503.5.4

PIPING

Provide COMPLETE Plans and Type of piping, either for Liquid state or Compressed gas state from vaporizer.

- Provide approved pressure-relief valve/device. 5503.2
- On additional components of system (vaporizers, etc.) 5503.2.2
- Show adequate size/capacity to prevent over pressure. 5503.2.3
- Pressure-relief shall be accessible-5503.2.4
- Locate pressure-relief device/piping in approved location away from building openings, HVAC, or compressor intakes, enclosed spaces, personnel, etc. 5503.2.5
- Remove shutoff valves between pressure-relief device and container/component. 5503.2.6
- Provide pressure-relief valve(s) on piping between valves. 5505.1.2.3.2
- Provide approved piping system(s). 5505.1.2
- Joints shall be welded, brazened, or flanged. 5505.1.2.2.

Pressure Test "Liquid" Piping 110% working pressure, witnessed and started by AHJ
Pressure Test "Comp Gas" from vaporizer-piping 1 1/2 working pressure or 150 psi, whichever is greater, witnessed and started by AHJ

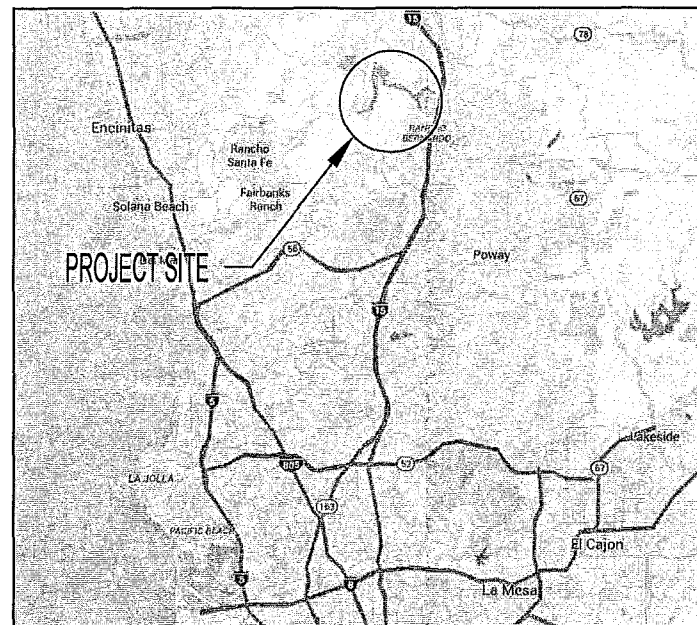
- Show valves listed/approved for material, pressures, and temperatures. 5505.1.2.3
- Provide shutoff valves on container connections. 5505.1.2.3.1
 - Make valves accessible. 5505.1.2.3.1

- Provide approved shut-off valve at building entry. 55053.2
- Provide approved identification sign/labels/ arrows on/at; 5003.5, 5003.6
 - a. Tank(s) & Piping
 - b. Entrances/Access
 - i. NFPA 704 Diamond-Red , Blue , Yellow , White ,
 - ii. Product name
- Provide approved supports. 5505.1.2.4
- Provide approved corrosion protection. 5505.1.2.5
- Label identify piping, valves, and emergency shut-off valves. 5503.4.5
 - Content, direction of flow arrow, each valve, wall, floor of ceiling penetration; each change of direction; every 20 feet or fraction thereof.
- Provide approved ventilation for indoor storage. 5504.2.1.3 and 5504.2.2.3
- Provide approved mechanical ventilation for inside dispensing. 5505.4.1.1, 5005.2.1.1, and 5005.2.2.2
- Provide approved standby power. 5005.1.5

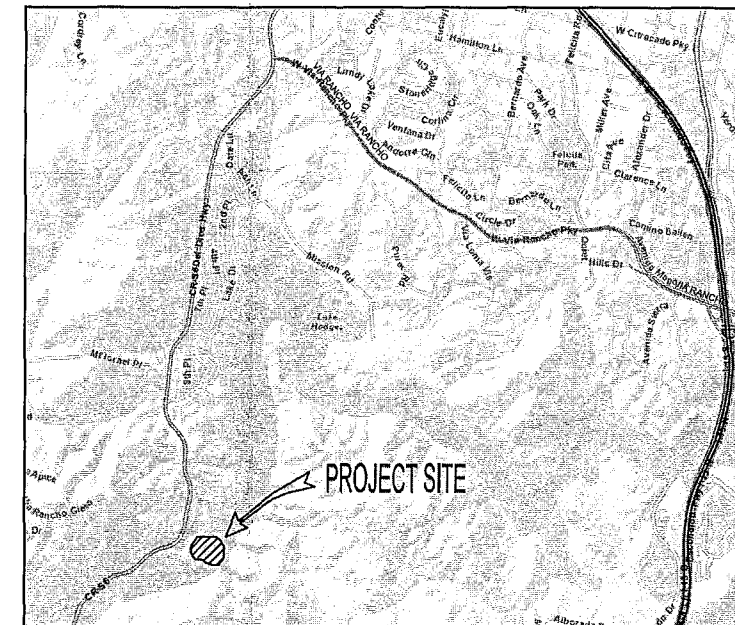
DO NOT OPERATE SYSTEM OR FILL UNTIL OPERATIONAL PERMIT IS ISSUED BY AHJ ON FINAL

EXHIBIT B
CONCEPTUAL PLANS

**CONCEPTUAL PLANS FOR
LAKE HODGES RESERVOIR - HYPOLIMNETIC OXYGENATION SYSTEM (HOS)
CITY OF SAN DIEGO PUBLIC UTILITIES
AUGUST 2015**



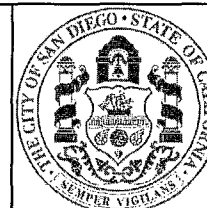
VICINITY MAP
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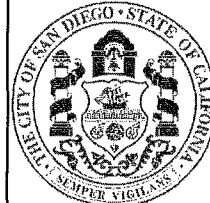
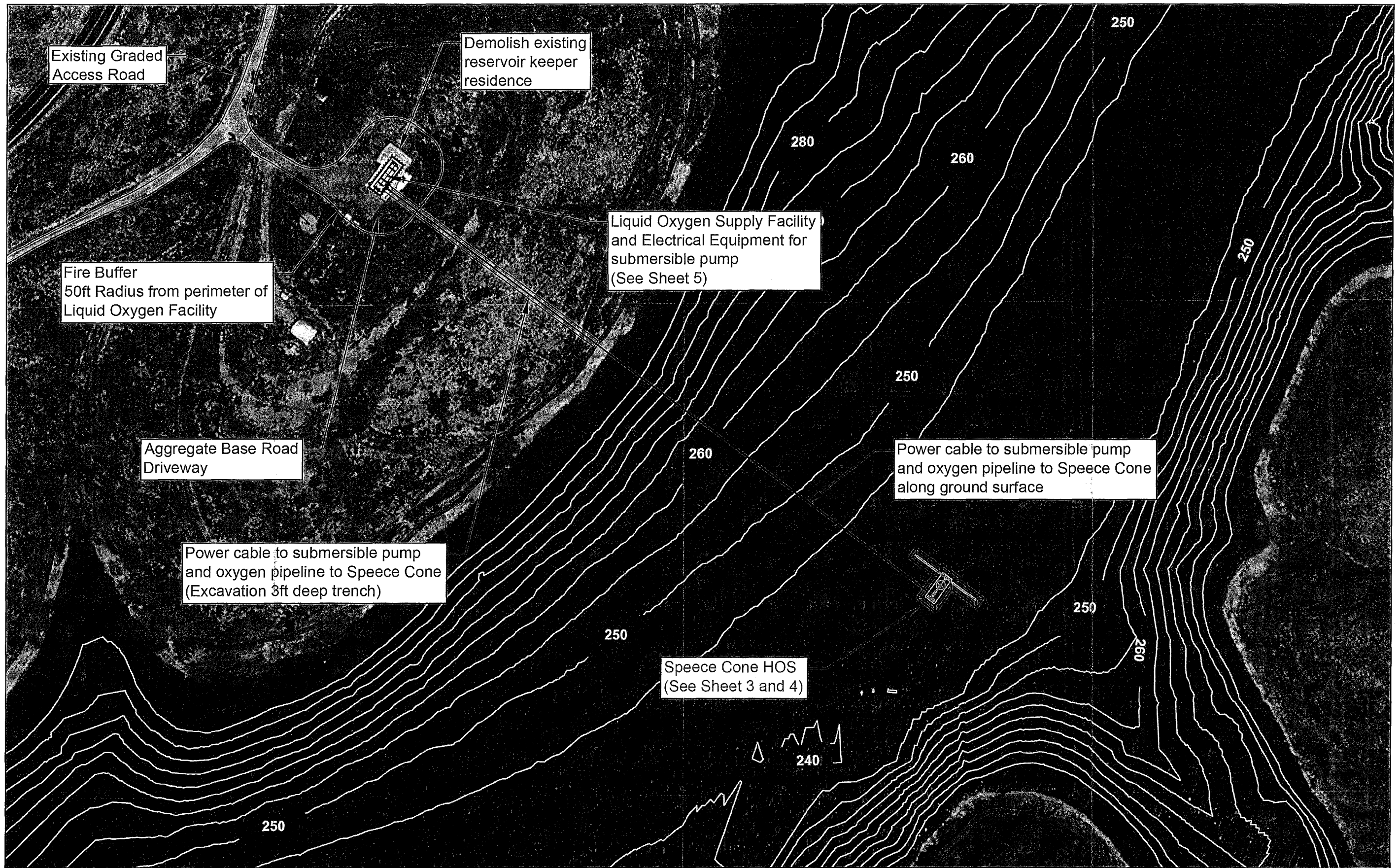


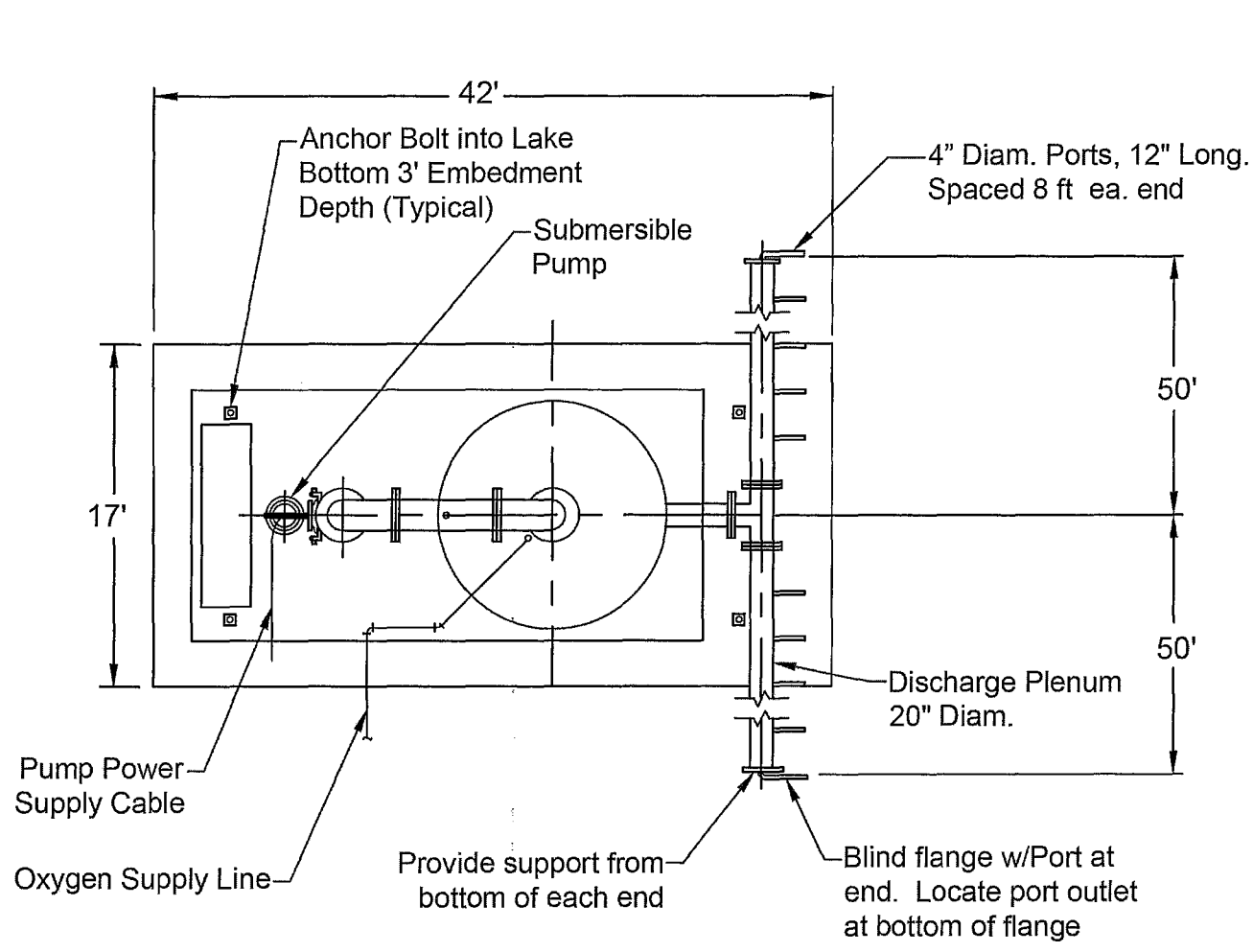
LOCATION MAP
NOT TO SCALE

INDEX TO PROJECT DRAWINGS

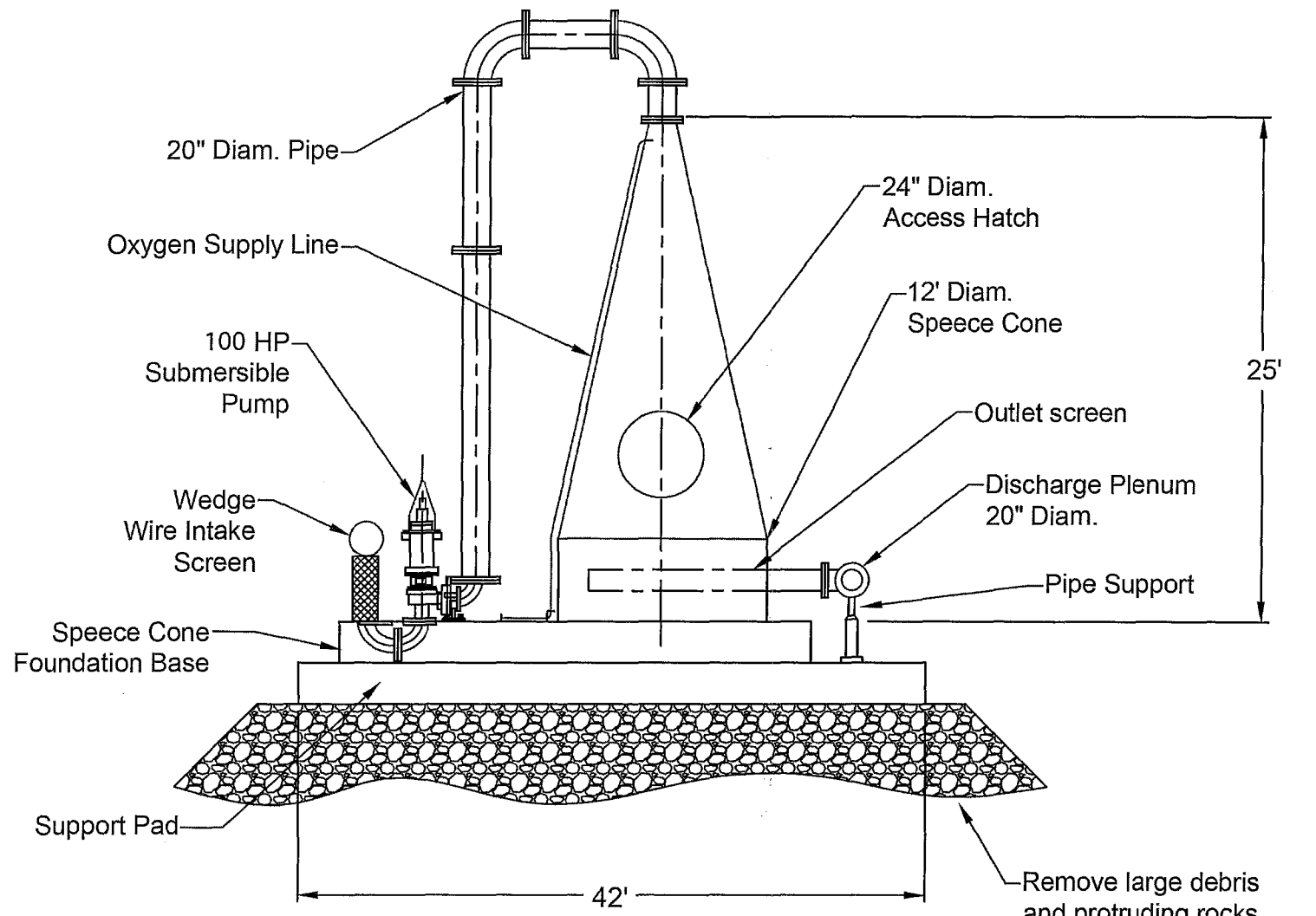
<u>SHEET NO</u>	<u>DESCRIPTION</u>
1	TITLE SHEET
2	RESERVOIR HYPOLIMNETIC OXYGENATION SYSTEM
3	DETAILS OF HOS SPEECE CONE
4	UNDERWATER EQUIPMENT PAD & MULTI-TIERED ROCK BASE PLAN AND SECTION
5	DETAILS OF OXYGEN SUPPLY FACILITY





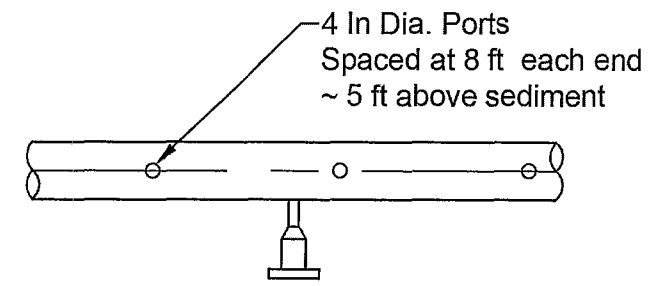


PLAN
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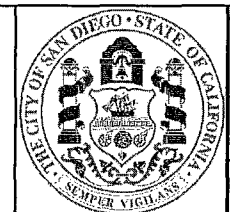


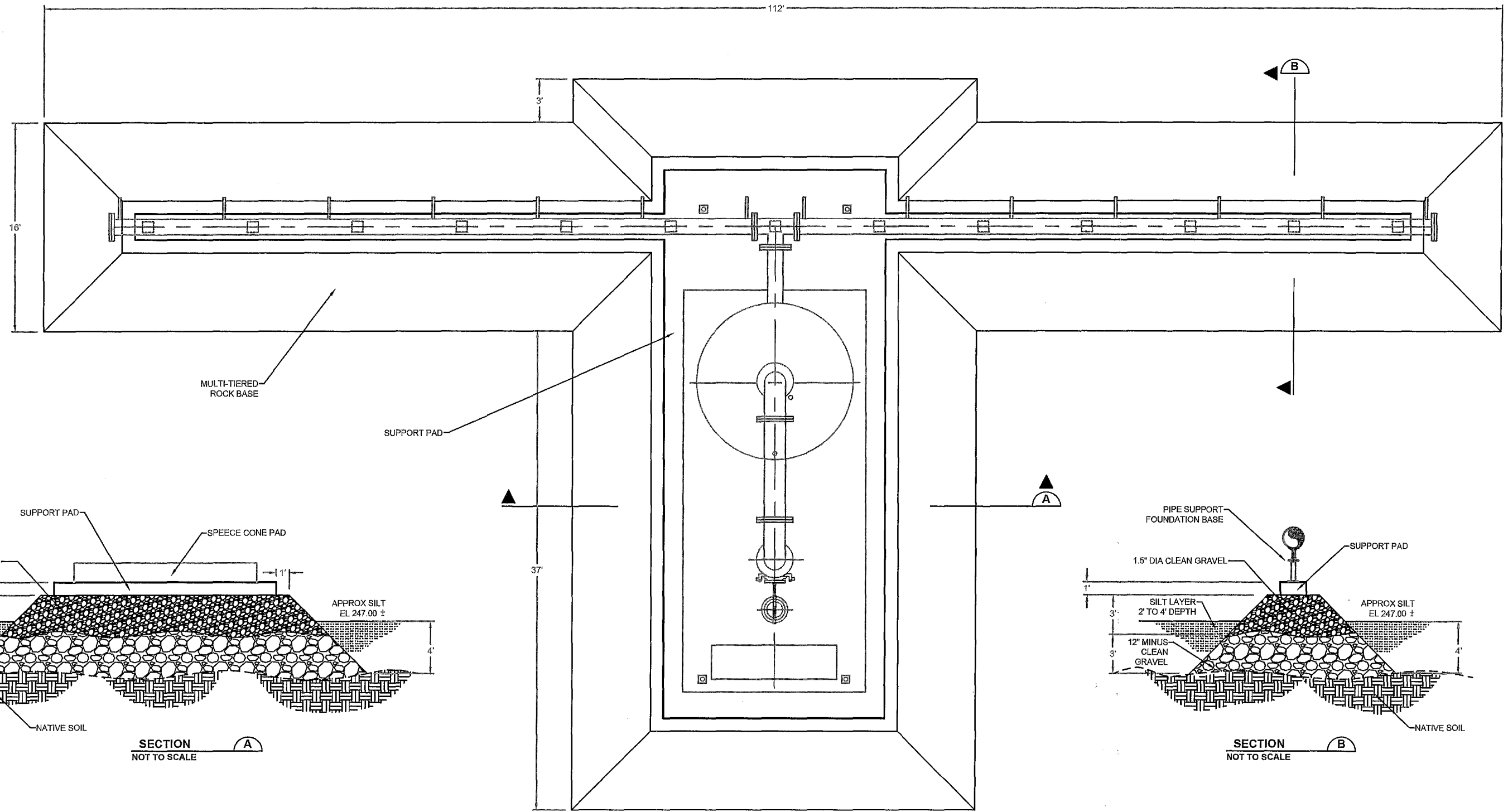
ELEVATION
NOT TO SCALE

Speece Cone Concept
DETAIL "A"
NOT TO SCALE



DIFFUSER DETAILS
NOT TO SCALE

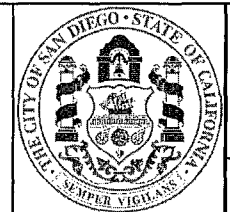


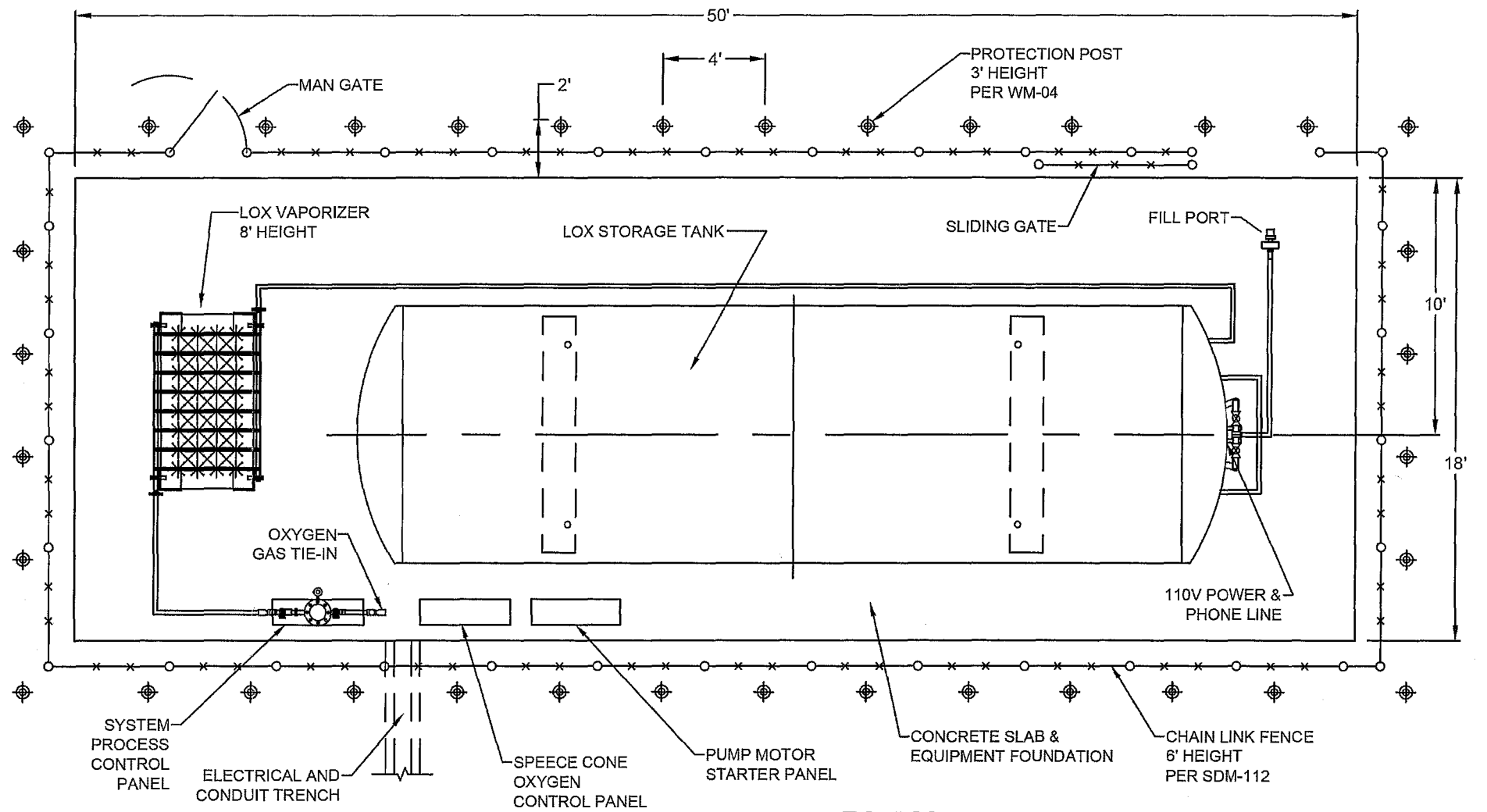


PLAN
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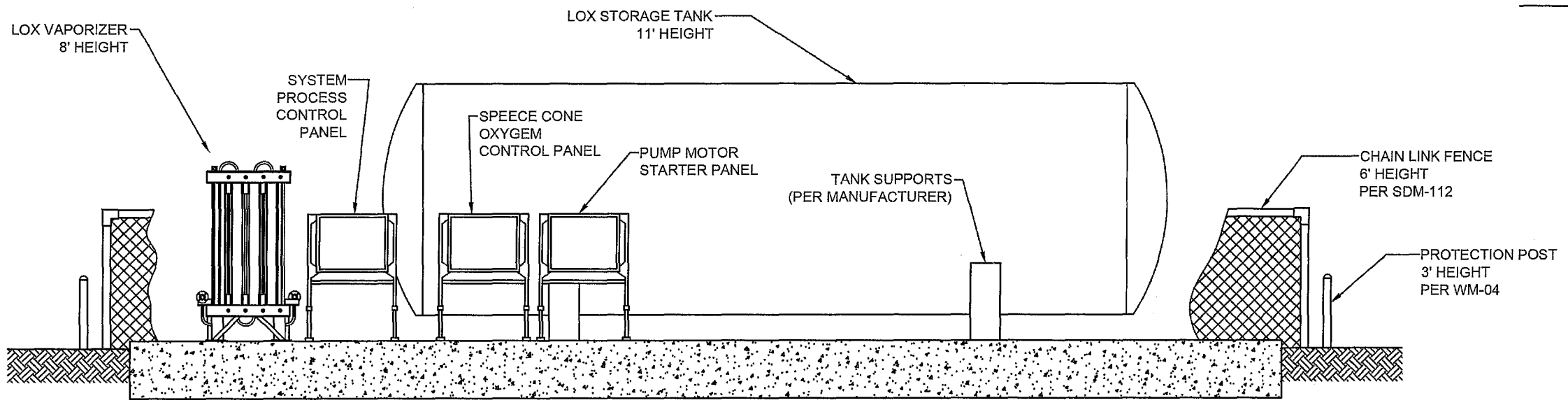
SECTION A
NOT TO SCALE

SECTION B
NOT TO SCALE





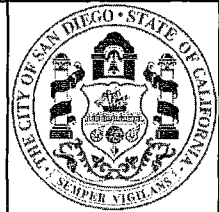
PLAN



ELEVATION

Approximate Scale:
NOT TO SCALE

CITY OF SAN DIEGO
PUBLIC UTILITIES PROJECT, WATER BRANCH



City of San Diego Public Utilities Department

Lake Hodges Reservoir - H.O.S.
LOX SUPPLY FACILITY
SHEET 5 OF 5

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days after the Bid Opening date, the Apparent Low Bidder must** contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT."
- 1.2.** Your failure to perform any of the following may result cancelling your award of the Contract:
 - 1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2.** Agreeing to a Phased Funding Schedule within 22 Working Days after meeting with the City's Project Manager.

2. POST-AWARD

- 2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- 2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved phase.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

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

BID NUMBER: K-18-6389-DB1-3-A

CONTRACT OR TASK TITLE: Hodges Reservoir Oxygenation System

CONTRACTOR: Ballard Marine Construction, Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Pre-design, Equipment Design Submittal, site survey and assessment. (FY18)	NTP	2/14/18	\$300,000.
2	<u>Design, equipment acquisition and construction. (FY18)</u>	2/15/18	NOC	\$3,690,419.
Contract Total				\$3,990,419.

Notes:
 1) WHITEBOOK section 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 written modifications to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

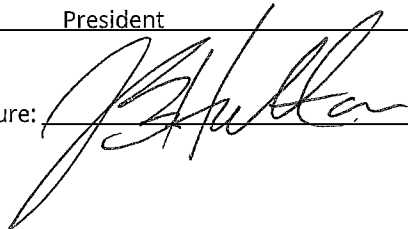
PRINT NAME: Stephen Lindsay
Construction Manager

PRINT NAME: Jesse Hutton

Signature: 

Title: President

Date: 12/13/17

Signature: 

PRINT NAME: Idalmiro Manuel da Rosa
Project Manager

Signature: 

Date: 12/12/17

ATTACHMENT C

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ATTACHMENT D
PREVAILING WAGES

December 15, 2017

This comes to inform you that, pursuant to changes resulting from California Senate Bill 96, the City will be amending the terms of your upcoming contract to reflect the changes as follows:

Replace the Attachment D that was included in the solicitation with the revised Attachment D attached hereto.

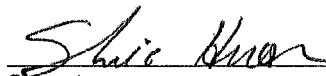
Please complete below, sign and return to me at your earliest convenience.

K-18-6389-DBI-3-A
RFP/Bid Number

BALLARD MARINE CONSTRUCTION INC.
Firm Name

HODGES RESERVOIR OXYGENATION
SYSTEM DESIGN-BUILD PROJECT
Project Name

SHILO HUTTON
EXECUTIVE VICE PRESIDENT,
CAO
Print Name/Title


Signature

cc: Stephen Samara, Principal Contract Specialist, Public Works Department
Rosa Isela Riego, Senior Contract Specialist, Public Works Department
File

Attachment

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. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.

- 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.** Contractor and their subcontractors shall also 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 contractors 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. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 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.
- 1.9.2.** 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 for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

1.12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

1.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

1.12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

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"), including the following:
 - a) General Provisions (A) for all Contracts.
 - b) General Provisions (C) for Design-Build Contracts.

SECTION 2 - SCOPE AND CONTROL OF WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least 30% of the base Bid **AND** 30% of any alternates.

2-9.2 Survey Service. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the start of design, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the design phase survey services for the Project.
2. Prior to the start of construction, you shall submit a letter to the Engineer identifying the Licensed Land Surveyor or the Registered Civil Engineer authorized to practice land surveying within the State of California that will be performing the construction phase survey services for the Project.
3. You are responsible for performing and meeting the accuracy of surveying standards adequate for construction through a Licensed Land Surveyor or a Registered Civil Engineer authorized to practice land surveying within the State of California.
4. Survey stakes shall be set and stationed by you for curbs, headers, water mains, sewers, storm drains, structures, rough grade, and any other structures and appurtenances that are needed for the Project. A corresponding cut or fill to finished grade (or flow line) shall be indicated on a grade sheet.

5. Surveys performed shall list the basis of bearings as tied to Record of Survey 14492 or equivalent, based on the California Coordinate System of 1983, Zone 6, U.S. Survey foot, epoch 1991.35, along with a completed calibration sheet (blank form will be supplied by City Surveys). The vertical datum used shall be NGVD 29 in accordance with the City of San Diego Vertical Bench Book.
6. You shall preserve construction survey stakes, control points, and other survey related marks for the duration of the Project. If any construction survey stakes are lost or disturbed and need to be replaced, such replacement shall be performed by the Engineer at your expense.
7. Survey Services shall be procured or performed by the Design Consultant.

2-9.2.1 Survey Files.

1. All Computer Aided Drafting (CAD) Work shall be done in accordance with the City of San Diego's Citywide Computer Aided Design and Drafting (CADD) Standards and shall be in City seed files (.job, .txt, .dgn, .alg, .raw, .fwd, .dtm, .pdf, .docx, .xlsx, .tif, and .jpg).
2. All survey files shall be completed in accordance with the City of San Diego's Citywide CADD Standards and shall adhere to the City's Microstation level and attribute structure.
3. The survey file deliverable will be either one Master .dgn file containing all xref's in geospatially referenced (and attached) models or one Master dgn with all xref's geospatially referenced (and attached) as dgn files. Resource files may be sent to you if requested.
4. Survey files shall include, but shall not be limited to, the following items:
 - a) Street center line and (record width) right-of-way lines.
 - b) Project geometry (.alg) files (this will be generated for use in InRoads).
 - c) 3D surface model (.dtm, break line and spot elevation) file.
 - d) Spot elevations of the new utility main at each intersection, midblocks, and for any change in grade.
 - e) Monuments.
 - f) Curb lines (top curb and gutter).
 - g) All other appurtenances including but not limited to water valves, meters, vaults, manholes, fire hydrants, utility boxes, cleanouts, and poles.
5. You shall use the survey information to produce red-lines drawings as described in Section 2-5.4 "Red-lines and Record Documents."

2-9.2.2 Submittal.

1. Survey files shall be submitted in accordance with 2-5.3, "Submittals" and 2-5.4, "Red-Lines and Record Documents". You shall provide the Survey Files, proposed Drawings, and/or Red-line Drawings on a CD/DVD to the Engineer and shall post the Survey Files, proposed Drawings, and/or Red-line Drawings to the following website:

<https://filecloud.sandiego.gov/url/wqbziqdizx2e>

2. After the documents have been posted to the website, you shall send a confirmation email, which includes the hyperlink to the website, to the Engineer and to SurveyReview@sandiego.gov.
3. All survey Work and submittals which reveal non-compliance with the requirements of the Construction Documents shall be corrected as deemed necessary by the Engineer and the cost of the corrections to your survey submittals shall be at your expense.

2-9.2.3 Payment. The payment for survey services Work shall be included in the Contract Price.

2-14.2 Integration of the Work with Separate Contractors. To the "WHITEBOOK", ADD the following:

2. The list of Separate Contractors includes:
 - a) LOX Supply Vendor
 - b) Long Term Vegetation Contractor

2-15 TECHNICAL STUDIES AND DATA. To the "WHITEBOOK", ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Lake Hodges Reservoir Water Quality Assessment Study Final Conceptual Planning Report dated June 30, 2014 by Brown and Caldwell.
 - b) Lake Hodges Reservoir Sediment Oxygen Demand Study dated June 11, 2015 by Brown and Caldwell.
 - c) Lake Hodges HOS Biological Assessment, dated July 29, 2016 by Public Utilities Department, EPM, Environmental Section.
 - d) Emergency Storage Project, Lake Hodges, Geotechnical Investigation, dated March 24, 2004 by URS.

4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/rrgv2r3bk1vi>

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

SECTION 3 – CHANGES IN WORK

3-5.1 **Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 **Claims.**

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 **Initiation of Claim.**

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 **Claim Certification Submittal.**

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.

- b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
- c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
- d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

- 1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

- 1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 WorkingDays.

3-5.1.7 City's Final Determination.

- 1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
- 2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
- 3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

- 1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:
<https://www.gsa.gov/portal/content/104877>

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", 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 "WHITEBOOK", ADD the following:

12. You shall submit your list of proposed substitutions for an "equal" item **during the design phase** and on the City's Product Submittal Form available at:
<http://www.sandiego.gov/publicworks/edocref/index.shtml>

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in the Contract Documents and use the format shown. Your invoice amounts shall be supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly.

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego Planning Department has prepared a **Final Mitigated Negative Declaration (FMND)** for Lake Hodges Reservoir Oxygenation System (Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS)), as referenced in the Contract Appendix. You shall comply with all requirements of **FMND** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

ADD:

6-3.2.2 Archeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. The City will 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.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 **INSURANCE.** To the "GREENBOOK", 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.

7-3.2.5 Contractors Builders Risk Property Insurance.

1. You shall provide at your expense, and maintain until Final Acceptance of the Work, a Special Form Builders Risk Policy or Policies. This insurance shall be in an amount equal to the replacement cost of the completed Work (without

deduction for depreciation) including the cost of excavations, grading, and filling. The policy or policies limits shall be 100% of this Contract value of the Work plus 15% to cover administrative costs, design costs, and the costs of inspections and construction management.

2. Insured property shall include material or portions of the Work located away from the Site but intended for use at the Site and shall cover material or portions of the Work in transit. The policy or policies shall include as insured property scaffolding, falsework, and temporary buildings located at the Site. The policy or policies shall cover the cost of removing debris, including demolition.
3. The policy or policies shall provide that all proceeds thereunder shall be payable to the City as Trustee for the insured, and shall name the City, the Contractor, Subcontractors, and Suppliers of all tiers as named insured. The City, as Trustee, will collect, adjust, and receive all monies which may become due and payable under the policy or policies, may compromise any and all claims thereunder, and will apply the proceeds of such insurance to the repair, reconstruction, or replacement of the Work.
4. Any deductible applicable to the insurance shall be identified in the policy or policies documents and responsibility for paying the part of any loss not covered because of the application of such deductibles shall be apportioned among the parties except for the City as follows: if there is more than one claimant for a single occurrence, then each claimant shall pay a pro-rata share of the per occurrence deductible based upon the percentage of their paid claim to the total paid for insured. The City shall be entitled to 100% of its loss. You shall pay the City any portion of that loss not covered because of a deductible at the same time the proceeds of the insurance are paid to the City as trustee.
5. Any insured, other than the City, making claim to which a deductible applies shall be responsible for 100% of the loss not insured because of the deductible. 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.
- 7-3.5.5 Builders Risk Endorsements.**
- 7-3.5.5.1 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.
- 7-3.5.5.2 Builders Risk – Partial Utilization.** If the City desires to occupy or use a portion or portions of the Work prior to Acceptance in accordance with this Contract, the City will notify you and you shall immediately notify your Builder's Risk insurer and obtain an endorsement that the policy or policies shall not be cancelled or lapse on account of any such partial use or occupancy. You shall obtain the endorsement prior to the City's occupation and use.
- 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.** To the "GREENBOOK", 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.

7-5 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) City of San Diego Site Development Permit
 - b) U.S. Army Corps of Engineers (404/Nation Wide Permit)
 - c) Regional Water Quality Control Board (401)
 - d) California Department of Fish and Wildlife (Streambed/Lakebed Alteration Agreement)

Contractor shall be responsible for obtaining all other required permits for completion of this contract.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

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

7-21.1 General. To the "WHITEBOOK", 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 the "GREENBOOK", 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 "WHITEBOOK", 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 10 – GREEN BUILDINGS AND STORM WATER MANAGEMENT

ADD:

10-3 STORM WATER MANAGEMENT DISCHARGE CONTROL.

1. You shall comply with Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, Storm Water Management and Discharge Control, Municipal Storm Water Permit (MS4), California Regional Water Quality Control Board Order No. R9-2013-0001 (amended by R9-2015-0001 and R9-2015-0100), Storm Water Standards Manual, as amended from time to time, and any and all Best Management Practice (BMP) guidelines and pollution elimination requirements as may be established by the Enforcement Official. You warrant and certify that any and all Plans, reports, and specifications prepared for the City in accordance with this agreement shall meet all requirements of the San Diego Municipal Code and Storm Water Standards Manual. You understand that while the City will be reviewing your designs for storm water permit compliance prior to acceptance of Design-Builder's designs, you shall also understand and agree that the City's Storm Water review process and its acceptance of your designs in no way limits the your obligations under this agreement to prepare designs that comply with all requirements of the San Diego Municipal Code and MS4 Permit.
2. You shall complete and update the Storm Water Applicability Checklist (DS-560) to confirm the project's appropriate storm water requirements. For all applicable projects, and to the maximum extent practicable, you shall incorporate and include Source Control and Low Impact Development (LID) design features or Site Design BMPs on the construction plans. Additionally, for Priority Development projects, you shall prepare a Storm Water Quality Management Plan (SWQMP) in accordance with the requirements of the Storm Water Standards Manual. You shall prepare a SWQMP Drainage Management Area Map showing all LID site design, source control and treatment control BMPs, hydromodification management plan facilities, and tabulated calculations. Include sufficient details and cross sections for construction. The

Drainage Management Area Map shall be included as part of the construction Plans in addition to the Storm Water Infrastructure cover sheet. A template of the Storm Water Infrastructure cover sheet will be provided by the City.

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 **Stones, Boulders, and Broken Concrete.** To the “GREENBOOK”, 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 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the “WHITEBOOK”, ADD the following:

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP) SECTION A – GENERAL REQUIREMENTS

4.1 Nondiscrimination in Contracting Ordinance. To the “WHITEBOOK”, 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)

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS APPENDICES

APPENDIX A

FINAL MITIGATED NEGATIVE DECLARATION (FMND)

FINAL

MITIGATED NEGATIVE DECLARATION

Project No. 459570

SCH# 2016081072

UPDATE – December 16, 2016

This document has been revised in response to comments provided during public review of the draft Mitigated Negative Declaration (MND). Revisions, which are provided in ~~strikeout~~ and underline formatting, include additional information in the Hazards and Hazardous Materials, Public Services and Transportation Sections of the Initial Study Checklist associated with construction, operation and maintenance of the new facility, to support the determination of no significant adverse effect on environment with project implementation.

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.

SUBJECT: Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS) Project. SITE DEVELOPMENT PERMIT (SDP) and Approval of a Subsequent Design/Build Contract by the San Diego City Council or Mayor-Appointed Designee for the design, installation and operation of an oxygen supply and delivery system, coupled with a hypolimnetic oxygenation speece cone diffuser system to improve water quality by managing and controlling excessive algal productivity. The on-shore project component requires demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. The subsequent design/build contract would authorize design, supply and installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. A new driveway will be constructed off of Lake Drive, an existing dirt road to provide access for construction, operation and maintenance of the facility.

The City vendor/contractor would be required to submit an application to the City Fire-Rescue Department for review in accordance with San Diego Municipal Code (SDMC) §55.5001 Hazardous Materials – General Provisions. The Technical Services section of the Fire-Rescue Department is charged with the safe installation of hazardous materials in bulk and any associated piping or equipment. According to information provided by the City Fire Marshal, facilities using cryogenic fluids classified as hazardous materials are required to comply with the Hazardous Materials – General Provisions. Specifically, the Fire-Rescue Department requires compliance with City codes and standards for the storage, use and handling of cryogenic fluids. The vendor/contractor would also be required comply with the County of San Diego's Hazardous Materials Division (HMD) AB 3205 for plan check review.

The proposed project is located within City owned open space adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, California (Figure 1). This project is generally located in the Multiple Habitat Planning Area (MHPA). However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997).

APPLICANT: City of San Diego – Public Utilities Department

Owned and operated by the City of San Diego (City) Public Utilities Department (APPLICANT), Hodges Reservoir is in the San Dieguito Hydrologic Unit in San Diego County, California, and has a maximum capacity of 30,251 acre-feet (AF) with 303 square miles of upstream catchment area. Hodges Reservoir is an important part of the San Diego County Water Authority's (SDCWA) Emergency Storage Project as it provides the ability to store imported water supplies and local water supplies in times of excess. Hodges Reservoir has a dominant and overarching beneficial use as a drinking water supply source to the San Dieguito Water District (SDWD)/Santa Fe Irrigation District (SFID). Construction of the Hodges Pump Station, as part of the SDCWA Emergency Storage Project, connected Hodges Reservoir to Olivenhain Reservoir allowing Hodges Reservoir to be used for storage and supply to the regional water supply system (operated by the SDCWA) and, thus, additional usable local water resource for the City. These management options provide regional water system flexibility in times of drought.

The Water Quality Control Plan for the San Diego Region (9), commonly known as the Basin Plan, lists ten beneficial uses for Hodges Reservoir: Municipal and Domestic Supply; Agricultural Supply; Industrial Service Supply; Industrial Process Supply; Contact Water Recreation; Warm Fresh Water Habitat; Cold Freshwater Habitat; Wildlife Habitat; and Rare, Threatened or Endangered Species. The highest priority beneficial use of Hodges Reservoir is drinking source water supply.

The Regional Water Quality Control Board, 2008 Clean Water Act Sections 305(b) and 303(d) Integrated Report states that Hodges Reservoir currently does not meet water quality objectives for the following five parameters: pH, manganese, turbidity, nitrogen, and phosphorous. This assessment means that one or more of the reservoirs beneficial uses are no longer supported. High algal productivity in the reservoir is fueled by excessive loading of nutrients; specifically, nitrogen and phosphorous. Nutrient loading may be external (surface water runoff into the reservoir) or internal [release of nutrients from sediment to the water column, on an annual cycle). At Hodges Reservoir internal nutrient loading is about ten times greater than external loading. In deep water areas of the reservoir, decomposition of biomass results in anoxic conditions. Internal nutrient loading results when the deep water of the reservoir goes through an annual cycle of anoxic conditions followed by a period of well-oxygenated deep water. Under anoxic conditions nitrogen and phosphorous accumulate in lake bottom sediments, and then are released when the sediment-water interface is well-oxygenated.

Under anoxic conditions at the deep sediment-water interface, sulfate-reducing bacteria mediate the methylation of mercury, converting naturally occurring elemental mercury into a form that is bioavailable. The methylmercury is then bio-accumulated up through the food chain from micro-organisms to small fish to larger fish, ultimately posing a risk of toxicity to wildlife and humans at the top of the food chain.

The in-lake HOS system would be confined to the region approximately 3,000 feet upstream from Lake Hodges dam and approximately 700 feet south east from the abandoned reservoir operator residence. The in-lake portion of the system shall consist of a single header discharge plenum 20 inches in diameter and 100 feet long, one (1) Speece Cone 12 feet in diameter and 25 feet high, and one 100 HP submersible pump. The HOS system would be placed on a multi-tiered rock base.

Construction Activities would occur at 3 locations: LOX supply facility located at the abandoned reservoir keeper residence, boat launch located 1,300 feet west of the Lake Hodges Visitor Center, and the in-lake HOS system. Construction staging would be within the footprint of the industry standard fire buffer which is a 50-ft radius from the perimeter of the LOX supply facility. No improvements or impacts are proposed at the boat launch project site. Staging, launching and access would be within existing developed areas at this location. Typical construction equipment would be utilized to perform the work at the LOX Supply Facility. Hydraulic truck cranes, cement truck, semi-trailer truck, and dump trucks would require access to and from the site to deliver heavy equipment, supplies, and materials using existing dirt and asphalt roads. Only minor improvements are proposed within the existing access road footprint. Lighting equipment and a portable gas generator would be on site to provide lighting and electrical power during construction.

The project would prevent asbestos emissions from emanating during demolition activities of the reservoir keeper residence, and adhere to all necessary requirements for the removal and disposal of asbestos and or any other hazards prior to normal demolition. A backhoe and/or excavator would be utilized to demo the structure, a hydraulic hammer attached to the backhoe to break up the existing concrete foundation, and a dump truck to haul away the trash, debris, and recycle the concrete. Dump trucks would deliver gravel for the proposed driveway and a road roller-compactor to compact the gravel. A cement truck would deliver cement for the proposed concrete pad foundation for the LOX supply facility. A hydraulic truck crane would be utilized to lift the cryogenic tank and evaporator from the semi-truck trailer and onto the concrete foundation which will require a 10 foot wide construction corridor to the water shoreline. A bobcat with a trencher attachment would be utilized to dig a trench for the installation of the electrical and oxygen supply line from the LOX supply facility to the water shoreline. A concrete anchor block (18" tall x 30" Wide x 18" Depth) would be installed within the vicinity of the water shoreline where the electrical and oxygen supply lines transition from trench to surface. The electrical and oxygen line (strapped to concrete blocks or supported by helical anchors) would continue to run along the ground surface at the bottom of the lake from the shoreline to the HOS.

The on-shore project activities include demolition of existing reservoir keeper residence; construction of concrete slab and equipment foundation; installation of a cryogenic tank; installation of an evaporator; installation of security fence and bumper posts; installation of two anchor blocks; trenching for oxygen and electrical line (approximately 327 feet, 10 feet wide and 5 feet deep); and laying of aggregate road.

In water activities would require delivery of equipment, materials, and supplies to the boat launch facility. Semi-trailer trucks would be utilized to deliver the barge components with a crane, rip rap, gravel, and HOS components (speece cone, submersible pump, discharge piping, support pad) to the boat launch area. A hydraulic truck crane would be utilized to unload the components of the barge onto the water and all equipment and materials delivered by the semi-truck onto the barge. The boat launch parking lot may be temporarily utilized to assemble the HOS components. The barge would travel back and forth from the boat launch facility to the in water HOS site to deliver personnel, equipment, and materials. The barge would use a crane to lower the rip rap, gravel, and the components of the HOS

System to the bottom of the lake. It may be necessary to remove or pump out the sludge/muck at the bottom of the lake so that divers can establish the parameters for the installation of the multi-tiered rock base and the equipment support pad. Underwater divers would assist and coordinate proper placement of the materials and equipment, and connect all ancillary piping onto the HOS.

The in-water project activities include placement of drain rock blanket; installation of speece cone and submersible pump; and placement of oxygen and electrical lines with helical torque anchors. The in-water components would be assembled on-shore at the boat launch on the north east side of the lake. The in-water components would then be barged to the proposed project site approximately 470 feet south of the lake margin near the old reservoir keeper's residence. All activities (on-shore), staging areas, and access roads would be conducted in existing paved roads or previously disturbed areas.

The proposed project would result in temporary, direct impacts on 3,270 square feet (0.075 acres) of disturbed Diegan coastal sage scrub habitat. A Revegetation Plan has been developed in accordance with the City's Biology Guidelines. Additionally, permanent impacts on approximately 0.100 acre of disturbed/developed land are anticipated from construction of the on-shore facility and will not require mitigation. The project proposes to implement approximately 0.070 acre of components of the project in open water, these activities would not be considered an impact because they would not reduce wildlife habitat or decrease aquatic resource function. Implementation of the open water components would result in a net benefit to aquatic function.

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

The City of San Diego conducted an Initial Study, which determined that the proposed project could have a significant environmental effect in the following areas(s): **Biological Resources, Land Use (MSCP/MHPA-Land Use Adjacency) and Historical Resources (Archaeology/Tribal Cultural Resources)**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant 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:

- A. GENERAL REQUIREMENTS – PART I**
Plan Check Phase (prior to permit issuance)

- 1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all

Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, “ENVIRONMENTAL/MITIGATION REQUIREMENTS.”
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

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

B. GENERAL REQUIREMENTS – PART II

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

1. **PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.** The CITY PROJECT MANAGER (PM) of the Public Utilities Department is responsible to arrange and perform this meeting by contacting the City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the PM, MMC and the following monitors:

Qualified Biologist or Biological Monitor, Qualified Archaeologist, Native American Monitor

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the PM at the Public Utilities Department (858) 292-6300
 - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **the PM and MMC at 858-627-3360**
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 459570, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED and MMC. 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: The PM must alert MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by 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 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.

1602 Fish & Wildlife Code - Streambed Alteration Agreement
 Clean Water Act - Section 404 Permit
 Clean Water Act - Section 401 Permit

4. **MONITORING EXHIBITS:** The Qualified Biologist shall submit, to MMC, a monitoring exhibit on an 11x17 reduction of the appropriate biological site plan, 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 PM/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to 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	Monitor Qualification Letter	Prior to Construction
General	Monitoring Exhibit	Prior to Construction
Biology	Gnatcatcher Survey Report	Prior to Construction
Biology	Monitoring Reports	During/Post Construction
Biology	Final Monitoring Report	Final MMRP Inspection
Archaeology	Archaeology Reports	Archaeology Site Observation

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

BIOLOGICAL RESOURCE PROTECTION

The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Regulation (ESL), project permit conditions; California Environmental Quality Act (CEQA); Endangered Species Act (ESA); and/or other local, state or federal requirements.

I. Pre-construction - Post Plan check

The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in D. above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance

areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City MMC.

- A. **Avian Protection Requirements** - To avoid any direct impacts to sensitive, MSCP-Covered, listed, threatened, or endangered species, or species in the list of raptors provided on Page 12 of the Biology Guidelines, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the established breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City MMC for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.
- B. **Noise** - Due to the site's location within the MHPA and Cornerstone Lands where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the California Gnatcatcher (3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as further described below for the coastal California gnatcatcher:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

Prior to the issuance of any grading permit (FOR PUBLIC UTILITY PROJECTS: prior to the preconstruction meeting), the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

No 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. Qualified biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those habitat areas within the MHPA that would be

subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the coastal California gnatcatcher. Surveys for the coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the U.S. fish and wildlife service within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:

- I. 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
- II. 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
- III. 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:

- I. 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.

If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

- C. **Resource Delineation** – Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- D. **Education** – Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

- A. **Monitoring**– All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on “Exhibit A” and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. Wildlife ladders for reptiles and small mammals, as appropriate, will be provided as a measure to prevent entrapment of these species in the construction trenches. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law.
- C. The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City MMC within 30 days of construction completion.

LAND USE (MSCP/MHPA -LAND USE ADJACENCY GUIDELINES)

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

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on- site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- E. **Noise** - See specific mitigation identified above for the coastal California gnatcatcher under Biology

HISTORICAL (ARCHAEOLOGICAL) AND TRIBAL CULTURAL RESOURCES GUIDELINES

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

C. Determination of Significance

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

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

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear

project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:

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

IV. Discovery of Human Remains

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

- A. Notification
 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in

accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.

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

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV- Discovery of Human Remains shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

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

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

PUBLIC REVIEW DISTRIBUTION:

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

United States Government

U.S. Army Corps of Engineers (16)
U.S. Fish and Wildlife Service (23)

State of California

California Department of Fish and Wildlife (32A)
Native American Heritage Commission (56)
Regional Water Quality Control Board (44)
State Clearinghouse (46)
Resources Agency (43)
Parks & Recreation Department -Southern Service Center (428)
Water Resources (45)

City of San Diego

Mayor's Office (MS 11A)
Council Member Kersey, District 5
City Attorney
Shannon Thomas
Public Utilities Department
Summer Adleberg
Edson Bandy
Planning Department
Myra Herrmann
Kelley Stanco
Development Services Department
Helene Deisher
Library Dept.-Gov. Documents MS 17 (81)
Rancho Bernardo Branch Library (MS 17) (81BB)

Other Governments Agencies

San Diego Association of Governments (108)
San Diego County Water Authority (73)
County of San Diego (68, 72, 75, 76)

Other Groups and Individuals

California Native Plant Society (170)
Endangered Habitat League (182 and 182A)
Sierra Club (165)
San Diego Audubon Society (167)
Jim Peugh (167A)
Carmen Lucas (206)
Clint Linton (215b)
Ron Christman (215)
Louie Guassac (215A)
Frank Brown (216)
South Coastal Information Center (210)
San Diego Archaeological Center (212)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Repatriation Society (225)

Native American Distribution (225 A-S)
Kumeyaay Cultural Heritage Preservation (223)
Rancho Bernardo Community Council (398)
Rancho Bernardo Community Planning Board (400)
San Pasqual – Lake Hodges Planning Group (426)
San Dieguito River Park JPA (432B)

VI. 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 Planning Department for review, or for purchase at the cost of reproduction.



Myra Herrmann, Senior Planner
Planning Department

August 30, 2016
Date of Draft Report

December 16, 2016
Date of Final Report

Analyst: Myra Herrmann

Figure 1- Location Map
Figure 2- Project Site Plan
Revised Initial Study Checklist



EDMUND G. BROWN JR.
GOVERNOR

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



KEN ALEX
DIRECTOR

September 29, 2016

Myra Hermann
City of San Diego
1010 Second Ave, Suite 1200, East Tower, MS 413
San Diego, CA 92101

Subject: Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS) Project/Project No. 459570
SCH#: 2016081072

Dear Myra Hermann:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on September 28, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

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

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

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

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

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

STATE CLEARINGHOUSE (SEPTEMBER 29, 2016)

A-1 Comment noted. The California Department of Fish & Wildlife (CDFW) submitted comments to the City of San Diego via email. Responses to the CDFW letter follows this item.

A-1

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016081072
Project Title Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS) Project/Project No. 459570
Lead Agency San Diego, City of

Type MND Mitigated Negative Declaration
Description Construction of the in-lake HOS system would be confined to the region approximately 3,000 ft upstream from Lake Hodges dam and approximately 700 ft south east from the abandoned reservoir operator residence. The in-lake portion of the system would consist of a single header discharge plenum 20 inches in diameter and 100 ft long, one speecee cone 12 ft in diameter and 25 ft high, and one 100 HP submersible pump.

Lead Agency Contact

Name Myra Hermann
Agency City of San Diego
Phone (619) 445-5372 **Fax**
email
Address 1010 Second Ave, Suits 1200, East Tower, MS
City 413 **State** CA **Zip** 92101
 San Diego

Project Location

County San Diego
City Escondido
Region
Lat / Long 33.052188° N / 117.119476° W
Cross Streets Del Dios
Parcel No. 760-170-13
Township 13S **Range** 3W **Section** 18 **Base** Es&Ra

Proximity to:

Highways SR 15
Airports
Railways
Waterways Lake Hodges, San Dieguito River
Schools
Land Use GPLU: Open space
 Z: Ag - general

Project Issues Aesthetic/Visual; Archaeologic-Historic; Biological Resources; Public Services; Water Quality; Water Supply; Wildlife; Landuse; Other Issues

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

Date Received 08/30/2016 **Start of Review** 08/30/2016 **End of Review** 09/28/2016

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

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LETTER

RESPONSE

From: [Weiss, Eric@Wildlife](mailto:Weiss_Eric@Wildlife)
To: [DSD EAS; state_clearinghouse@opr.ca.gov](mailto:DSD_EAS_state_clearinghouse@opr.ca.gov); Patrick_Gower@fws.gov
Subject: Lake Hodges Reservoir Oxygenation System Project Project Number 459570 SCH No. 2016081072
Date: Monday, September 19, 2016 2:34:37 PM

Ms. Herrmann,

The California Department of Fish and Game (Department) has reviewed the draft Mitigated Negative Declaration (MND) dated August 30, 2016 (Project Number 459570, State Clearinghouse Number 2016081072) for the Lake Hodges Reservoir Hypolimnetic Oxygenation System Project (Project). The comments provided herein are based on information provided in the MND/Initial Study and associated documents, our knowledge of sensitive and declining vegetation communities in the County of San Diego, and our participation in regional conservation planning efforts.

The Department is a Trustee Agency and a Responsible Agency pursuant to the California Environmental Quality Act (CEQA; §§ 15386 and 15381, respectively) and is responsible for ensuring appropriate conservation of the state's biological resources, including rare, threatened, and endangered plant and animal species, pursuant to the California Endangered Species Act (Fish and Game Code § 2050 et seq.) and other sections of the Fish and Game Code. The Department also administers the Natural Community Conservation Planning (NCCP) program. The City of San Diego (City) participates in the NCCP program by implementing its approved Multiple Species Conservation Program (MSCP) Subarea Plan (SAP).

A-2

The Project consists of the installation and operation of an oxygen supply and delivery system, coupled with a hypolimnetic oxygenation speece cone diffuser system to improve water quality by managing and controlling excessive algal productivity. The onshore project component requires demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. The subsequent design/build contract would authorize design, supply and installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, SCADA system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility.

The proposed project is located within City owned open space adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, California. This project is generally located in the Multiple Habitat Planning Area (MHPA).

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

Migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (Title 50, § 10.13, Code of Federal Regulations). California Fish and Game Code section 3513 prohibits the take of all migratory nongame birds (not otherwise exempted), section 3503 prohibits take of the nests and eggs of nongame species of birds, and

CALIFORNIA DEPARTMENT OF FISH & WILDLIFE (SEPTEMBER 29, 2016)

A-2 This comment provides introductory information about the Trustee and Responsible Agency process pursuant to CEQA as well as general project information. No response is required.

section 3503.5 specifically prohibits the take of raptors, their nests or eggs. While the proposed project includes a mitigation measure (see Mitigation Monitoring Reporting Program V, C, A—Avian Protection Requirements) to address the general avian nesting season, it does not address the earlier nesting dates of local raptor species. Proposed project activities (including, but not limited to, staging and disturbances to native and nonnative vegetation, structures, and substrates) should occur outside of the avian breeding season which generally runs from February 1-September 1 (as early as January 1 for some raptors) to avoid take of birds or their eggs. If avoidance of the avian breeding season is not feasible, CDFW recommends surveys by a qualified biologist with experience in conducting breeding bird surveys to detect protected native birds occurring in suitable nesting habitat that is to be disturbed and (as access to adjacent areas allows) any other such habitat within 300 feet of the disturbance area (within 500 feet for raptors). Project personnel, including all contractors working on site, should be instructed on the sensitivity of the area. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors.

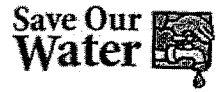
A-3

We appreciate the opportunity to comment on the MND for this project and to assist the City in further minimizing and mitigating project impacts to biological resources. Questions regarding this letter and further coordination should be directed to Eric Weiss at (858) 467-4289 or Eric.Weiss@wildlife.ca.gov.

Eric Weiss
 Senior Environmental Scientist (Specialist)
 California Department of Fish and Wildlife
 South Coast Region, Habitat Conservation Planning
 3883 Ruffin Road
 San Diego, CA 92123

Phone (858) 467-4289

Every Californian should conserve water. Find out how at:



SaveOurWater.com · Drought.CA.gov

A-3 The City of San Diego does not have the jurisdiction to enforce the federal Migratory Bird Species Act (MBTA) or California Code of Regulations Section 3503, which protect migratory and nesting birds; however, the mitigation measure may help accomplish some or all of the goals in these laws. Sensitive species that have been identified with a moderate to high potential of occurrence, would have appropriate measures consistent with the City’s Biology Guidelines and Multiple Species Conservation Program (MSCP) conditions of coverage would be implemented. The City includes as a condition of project approval that the applicant(s) shall adhere to all state and federal laws including the federal MBTA and the California Fish and Game Code and in particular, Section 3503.

Furthermore, the City of San Diego’s Land Development Code (LDC) Environmentally Sensitive Lands Regulations (ESL), and Land Development Manual (LDM) Biology Guidelines are the regulatory instruments utilized by the City to ensure implementation of the MSCP Subarea Plan (SAP). Pursuant to page 13 of the Biology Guidelines “Restrictions on Grading” breeding dates are depicted from: earliest February 1st – through the latest: September 15th to ensure all species are adequately covered in accordance with the MSCP and Section 143.141 (a)(2) of the ESL Regulation within the LDC.



County of San Diego

MARK WARDLAW
DIRECTOR
PHONE (619) 694-2962
FAX (619) 694-2555

PLANNING & DEVELOPMENT SERVICES
5510 OVERLAND AVENUE, SUITE 310, SAN DIEGO, CA 92123
www.sdcountry.ca.gov/pds

DARREN GRETLER
ASSISTANT DIRECTOR
PHONE (619) 694-2962
FAX (619) 694-2555

COUNTY OF SAN DIEGO (SEPTEMBER 29, 2016)

September 29, 2016

Myra Herrmann
Environmental Planner
City of San Diego Planning Department
1010 Second Avenue, Suite 1200, East Tower, MS 413
San Diego, 92101

Via email to: PlanningCEQA@sandiego.gov

COMMENTS ON PUBLIC NOTICE OF A DRAFT MITIGATED NEGATIVE DECLARATION FOR THE LAKE HODGES RESERVOIR HYPOLIMNETIC OXYGENATION SYSTEM (HOS) PROJECT NO. 459570

Dear Ms. Herrmann,

The County of San Diego (County) has reviewed the Public Notice of a Draft Mitigated Negative Declaration (Draft MND) for the Lake Hodges Reservoir HOS Project and appreciates this opportunity to provide input. The County has completed their review and has the following comments regarding the proposed project.

HAZARDOUS MATERIALS DIVISION

- 1. The Hazardous Materials Division (HMD) of the Department of Environmental Health is the Certified Unified Program Agency (CUPA) for the County. As the local CUPA, the HMD implements the Unified Program in the County and regulates all businesses throughout the county, for storing hazardous materials, generating and treating hazardous wastes, generating medical wastes, and to ensure compliance with state and federal aboveground and underground storage tank requirements.
- 2. HMD has reviewed the Public Notice of a Draft MND involving installation and operation of an oxygen supply, including installation of a cryogenic liquid oxygen (LOX) tank and piping delivery system as part of the installation of the HOS at Lake Hodges Reservoir.
- 3. Based on the comments depicted in *italics* below on pages 1 and 2 of the Public Notice, and in subsequent comments on page 3 of the Draft MND, there is an indication this project will involve a complex installation hazardous materials tank(s) that will be holding cryogenic liquid and tanker trucks containing cryogenic liquid oxygen will be

B-1

B-1 Comment noted.

B-2

B-2 Comment noted.

Ms. Herrmann
September 29, 2016
Page 2 of 4

offloading at this proposed facility. However, in the associated documents, including the Initial Study Checklist, the environmental factors are indicating no hazards or hazardous materials (page 1 of Initial Study Checklist), adequate emergency access (page 29), no impact on emergency responders (page 20 and 27), no increased hazards involved in transportation (pages 29) and less than significant impact for hazards to the public and the environment (pages 19-20).

"The on-shore project component requires demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. The subsequent design/build contract would authorize design, supply and installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility." [...]

"A cement truck would deliver cement for the proposed concrete pad foundation for the LOX supply facility. A hydraulic truck crane would be utilized to lift the cryogenic tank and evaporator from the semi-truck trailer and onto the concrete foundation which will require a 10 foot wide construction corridor to the water shoreline. A bobcat with a trencher attachment would be utilized to dig a trench for the installation of the electrical and oxygen supply line from the LOX supply facility to the water shoreline. A concrete anchor block (18" tall x 30" Wide x 18" Depth) would be installed within the vicinity of the water shoreline where the electrical and oxygen supply lines transition from trench to surface. The electrical and oxygen line (strapped to concrete blocks or supported by helical anchors) would continue to run along the ground surface at the bottom of the lake from the shoreline to the HOS. The on-shore project activities include demolition of existing reservoir keeper residence; construction of concrete slab and equipment foundation; installation of a cryogenic tank; installation of an evaporator; installation of security fence and bumper posts; installation of two anchor blocks; trenching for oxygen and electrical line (approximately 327 feet, 10 feet wide and 5 feet deep); and laying of aggregate road."

4. Liquid oxygen is a hazardous material and contains 4,000 times more oxygen by volume than normal air. Prior to and once the facility becomes operational, arrangements for emergency services from local authorities should occur on a routine basis. The Draft MND does not discuss these hazards that will be introduced to the area with the construction of this project and there is no reference to the safety precautions required for installation of liquid oxygen tanks, design of an adequate offloading system and management of liquid oxygen processes. Materials that are usually considered non-combustible, (such as carbon and stainless steels, cast iron, aluminum, zinc and teflon) may burn in the presence of liquid oxygen. Many organic

B-3

B-4

- B-3 Comment noted. Revisions have been made to the Final MND and associated Initial Study Checklist as recommended to include the Hazards and Hazardous Material factor as an issue area addressed in the document. Section VIII - Hazards and Hazardous Materials in the checklist has also been revised in response to comments to further characterize the use and transport of hazardous materials associated with operation of the new facility, as well as to address adequate emergency response under Section VIII(g) - Hazards and Hazardous Materials, fire protection under Section XIV(a)(i) - Public Services, and adequate emergency access under Section XVI(e) - Transportation/Traffic.

- B-4 See Response to Comment B-3 above. Additionally, the City's Public Utilities Department (PUD) coordinates with the Fire-Rescue Department when the use of hazardous chemicals and/or materials are required in the operation of PUD managed facilities. The Technical Services section of the Fire-Rescue Department is charged with the safe installation of hazardous materials in bulk and any associated piping or equipment. According to information provided by the City Fire Marshal, facilities using cryogenic fluids classified as hazardous materials are required to comply with San Diego Municipal Code (SDMC) §55.5001 Hazardous Materials - General Provisions. Specifically, the Fire-Rescue Department requires compliance with City codes and standards for the storage, use and handling of cryogenic fluids. Compliance with the provisions is assured through the permit application, plan review and inspection process. Additional information regarding these requirements can be viewed on the Fire-Rescue Department website:

<https://www.sandiego.gov/fire/services/permits/hazmat#review>

Ms. Herrmann
 September 29, 2016
 Page 3 of 4

materials can react explosively, especially if a flammable mixture is produced. Clothing splashed or soaked with liquid oxygen can remain highly flammable for hours. Transferring of liquid oxygen from one container to another presents several potential hazards. A hazard can also exist if the oxygen equipment becomes contaminated with oil or grease. It is important to keep liquid oxygen separated from sources of ignition.

5. The HMD respectfully requests that the Draft MND state the requirement for the City of San Diego to go through HMD's AB 3205 plan check review. That review will address storage of any hazardous materials inventory, any hazardous waste accumulation areas, and any underground or above ground storage tanks for petroleum products or hazardous materials. Tanks may not be placed in service until approved by HMD. These are ministerial reviews. The operator will also need to report information through the California Environmental Reporting System (CERS) including the facility site map and hazardous material and hazardous waste inventory information. The City of San Diego should also arrange for the Hazardous Incident Response Team (HIRT) and City of San Diego Fire Department walk through of the facility and hazardous materials storage and tanker off-loading areas and confirmation of notification procedures with environmental contacts in the event of a release.

B-5

6. Please add HMD to the interested parties list for future notifications and documents for this project. If you have any questions regarding the HMD comments, please contact Sande Pence, Supervising Environmental Health Specialist for the HMD north county office at (760) 940-2858.

B-6

LAND WATER QUALITY DIVISION

1. Any septic systems associated with the proposed house demolition should be appropriately abandoned by first pumping the tank and then crushing, removing, or backfilling it.

B-7

PUBLIC WORKS

1. The Draft MND states that the project will construct "a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility." It is unclear from the Draft MND where this driveway would be located. Based on aerial photography, the closest existing driveway to the proposed HOS/LOX facility takes access from Del Dios Highway. Del Dios Highway is a County-maintained public roadway and is part of the County's Mobility Element Network.

B-8

a. Any work performed on Del Dios Highway and within the County's right-of-way will require construction/encroachment authorization permitted by the County.

Additionally, according to PUD staff, as an industry standard the LOX equipment and delivery vendor will develop a safety plan and provide training to all staff that will be checking or working with the equipment and/or handling hazardous materials. City PUD Water Operations staff is also specially trained in the handling of such materials and regular safety drills are conducted to ensure compliance with all local regulations.

B-5 Comment noted. In addition to the City Fire-Rescue Department plan review process, the County's Hazardous Materials Division (HMD) Plan Check process has been added to the MND/IS Project Description and Section VIII of the Initial Study Checklist. As noted above in Response to Comment B-4, the City's review process includes field inspections of the installation during various stages of construction and final inspection before the facility is operational.

B-6 County HMD contact information has been provided to the Project Managers in the PUD and the Development Services Department (DSD) as requested.


B-7 Comment noted. The demolition contractor will be required to comply with all applicable City and County requirements associated with appropriate abandonment and/or removal of the existing septic system on the project site. This will be addressed during the City's demolition plan check process with the Development Services Department.

Ms. Herrmann
September 29, 2016
Page 4 of 4

- b. The posted speed limit on Del Dios Highway is 55 mph. The proposed driveway should be designed to safely accommodate the expected semi-truck deliveries on the 55 mph roadway and ensure adequate sight distance is provided.

The County looks forward to receiving future documents and/or notices related to this project and providing additional assistance at your request. If you have any questions regarding these comments, please contact Danny Serrano, Land Use / Environmental Planner at (858) 694-3680, or via email at daniel.serrano@sdcounty.ca.gov.

Sincerely,



Joe Parace, Group Program Manager
Advance Planning Division
Planning & Development Services

Email cc:

- Keith Gorry, Policy Advisor, Board of Supervisors, District 3
- Melanie Wilson, Policy Advisor, Board of Supervisors, District 5
- Vincent Kattoula, CAO Staff Officer, LUEG
- Maryam Sedghi, Chief, Hazardous Materials Division
- Sande Pence, Supervising Environmental Health Specialist, Hazardous Materials Division
- Mary Wells Bennett, Administrative Analyst, Department of Environmental Health
- Jeff Kashak, Planner, Department of Public Works

B-8 The driveway will be constructed off of a dirt access road, Lake Drive. Access for construction, operation and maintenance will be off of Lake Drive. Due to the sharp turn and high speeds on Del Dios Highway and the size of equipment, no access from Del Dios Highway is proposed. This additional information will be added to the Project Description in both the Final MND and IS checklist.

RINCON BAND OF LUISEÑO INDIANS
Cultural Resources Department

1 W. Tribal Road · Valley Center, California 92082 ·
(760) 297-2330 Fax:(760) 297-2339



September 9, 2016

Myra Herrmann
City of San Diego
Planning Department
1010 Second Avenue, Suite 1200,
East Tower, MS 413
San Diego, CA 92101

Re: Lake Hodges Reservoir Hypolimnetic Oxygen System Project No. 459570

Dear Ms. Herrmann:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Lake Hodges Reservoir Hypolimnetic Oxygen System Project No. 459570. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions. C-1

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

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

Sincerely,

Vincent Whipple
Manager
Rincon Cultural Resources Department

Bo Mazzetti
Tribal Chairman

Stephanie Spencer
Vice Chairwoman

Steve Stallings
Council Member

Laurie E. Gonzalez
Council Member

Alfonso Kolb
Council Member

RINCON BAND OF LUISEÑO INDIANS (SEPTEMBER 9, 2016)

C-1 A Native American (Kumeyaay) monitor will be on-site to monitor any ground disturbing activities associated with project implementation.



San Diego County Archaeological Society, Inc.

Environmental Review Committee

18 September 2016

To: Ms. Myra Herrmann
 Planning Department
 City of San Diego
 Suite 1200, East Tower, MS413
 1010 Second Avenue
 San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
 Lake Hodges Reservoir Hypolimnetic Oxygenation System
 Project No. 459570

Dear Ms. Herrmann:

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

Based on the information contained in the DMND and its associated Cultural resources report, we agree with the impact analysis and the mitigation program recommended by Atkins and the detailed program included in the DMND.

D-1

Thank you for providing SDCAS with the opportunity to review and comment upon this project's environmental documents.

Sincerely,


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

cc: Atkins
 SDCAS President
 File

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

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY (SEPTEMBER 18, 2016)

D-1 Comment noted.

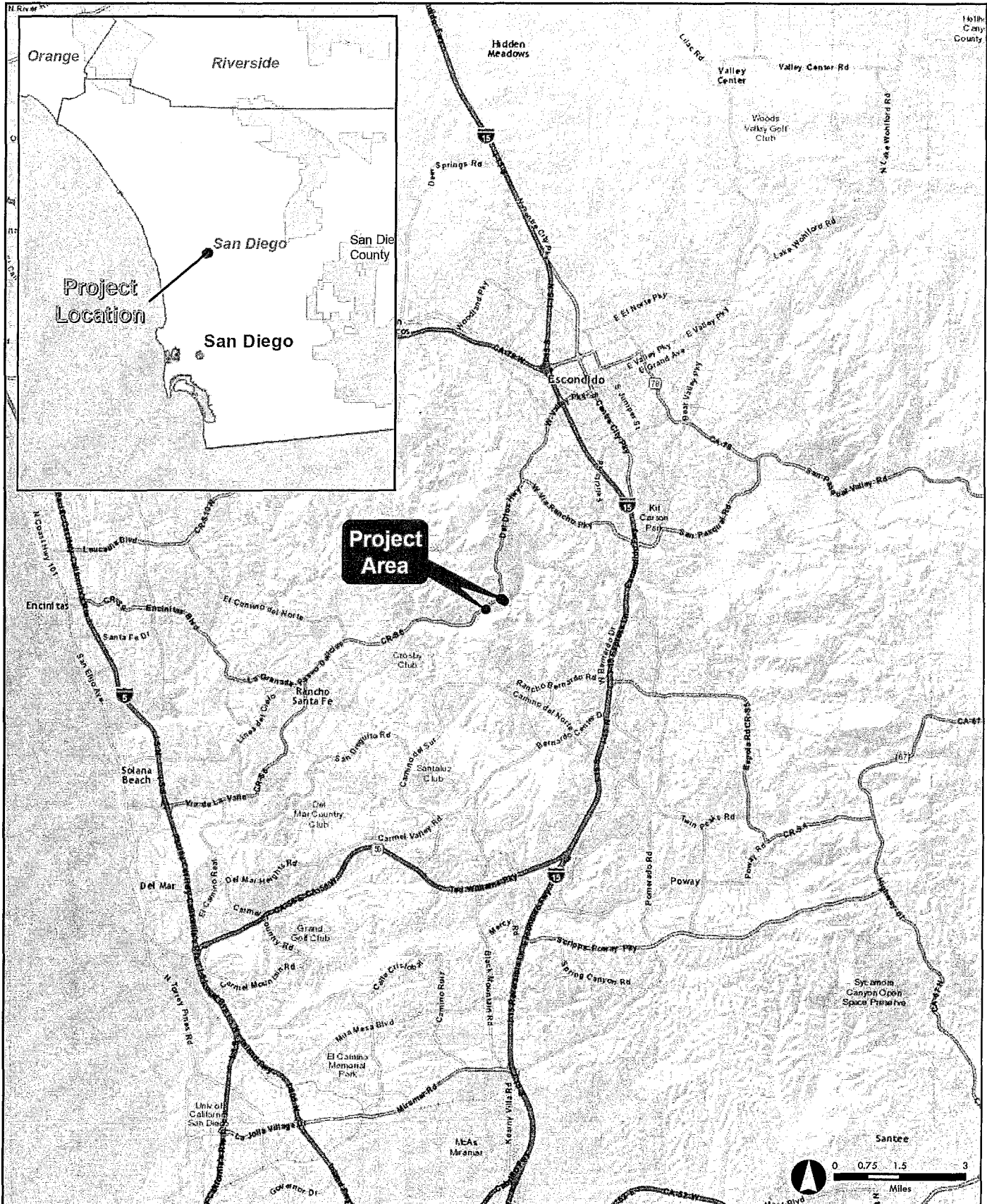


FIGURE 1
 General Location Map

100044728

Lake Hodges Quagga



FIGURE 2
Local Vicintiy Aerial Map

100044728

Source: ESRI, 2015

Lake Hodges Quagga

INITIAL STUDY CHECKLIST

1. Project Title/Project number: Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS) Project / Project No. 459570
2. Lead agency name and address: City of San Diego, Planning Department, 1010 2nd Avenue, Suite 1200, East Tower, MS 413, San Diego, CA 92101
3. Contact person and phone number: Edson Bando, Associate Civil Engineer, (858) 292-6458
4. Project location: This project is located within City-owned open space area within the City-owned source water protection buffer adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, California, within the Multi-Habitat Planning Area (MHPA). However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997).
5. Project Applicant/Sponsor's name and address: City of San Diego - Public Utilities Department, 9192 Topaz Way, San Diego, CA 92123. Contact: Summer Adleberg, (858) 614-5789.
6. General Plan designation: Open Space
7. Zoning: AG-1-1 (Agricultural—General)
8. Description of project: **SITE DEVELOPMENT PERMIT (SDP) and Approval of a Subsequent Design/Build Contract by the San Diego City Council or Mayor-Appointed Designee for the design, installation and operation of an oxygen supply and delivery system, coupled with a hypolimnetic oxygenation speece cone diffuser system to improve water quality by managing and controlling excessive algal productivity. The on-shore project component requires demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. The subsequent design/build contract would authorize design, supply and installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. A new driveway will be constructed off of Lake Drive, an existing dirt road to provide access for construction, operation and maintenance of the facility. Due to the sharp turn and high speeds on Del Dios Highway and the size of required equipment, no access from Del Dios Highway is proposed.**

The proposed project is located within City owned open space adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, California (Figure 1). This project is generally located in the Multiple Habitat Planning Area (MHPA).

However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997).

Owned and operated by the City of San Diego (City) Public Utilities Department (APPLICANT), Hodges Reservoir is in the San Dieguito Hydrologic Unit in San Diego County, California, and has a maximum capacity of 30,251 acre-feet (AF) with 303 square miles of upstream catchment area. Hodges Reservoir is an important part of the San Diego County Water Authority's (SDCWA) Emergency Storage Project as it provides the ability to store imported water supplies and local water supplies in times of excess. Hodges Reservoir has a dominant and overarching beneficial use as a drinking water supply source to the San Dieguito Water District (SDWD)/Santa Fe Irrigation District (SFID). Construction of the Hodges Pump Station, as part of the SDCWA Emergency Storage Project, connected Hodges Reservoir to Olivenhain Reservoir allowing Hodges Reservoir to be used for storage and supply to the regional water supply system (operated by the SDCWA) and, thus, additional usable local water resource for the City. These management options provide regional water system flexibility in times of drought.

The Water Quality Control Plan for the San Diego Region (9), commonly known as the Basin Plan, lists ten beneficial uses for Hodges Reservoir: Municipal and Domestic Supply; Agricultural Supply; Industrial Service Supply; Industrial Process Supply; Contact Water Recreation; Warm Fresh Water Habitat; Cold Freshwater Habitat; Wildlife Habitat; and Rare, Threatened or Endangered Species. The highest priority beneficial use of Hodges Reservoir is drinking source water supply.

The Regional Water Quality Control Board, 2008 Clean Water Act Sections 305(b) and 303(d) Integrated Report states that Hodges Reservoir currently does not meet water quality objectives for the following five parameters: pH, manganese, turbidity, nitrogen, and phosphorous. This assessment means that one or more of the reservoirs beneficial uses are no longer supported. High algal productivity in the reservoir is fueled by excessive loading of nutrients; specifically, nitrogen and phosphorous. Nutrient loading may be external (surface water runoff into the reservoir) or internal [release of nutrients from sediment to the water column, on an annual cycle). At Hodges Reservoir internal nutrient loading is about ten times greater than external loading. In deep water areas of the reservoir, decomposition of biomass results in anoxic conditions. Internal nutrient loading results when the deep water of the reservoir goes through an annual cycle of anoxic conditions followed by a period of well-oxygenated deep water. Under anoxic conditions nitrogen and phosphorous accumulate in lake bottom sediments, and then are released when the sediment-water interface is well-oxygenated.

Under anoxic conditions at the deep sediment-water interface, sulfate-reducing bacteria mediate the methylation of mercury, converting naturally occurring elemental mercury into a form that is bioavailable. The methylmercury is then bioaccumulated

up through the food chain from micro-organisms to small fish to larger fish, ultimately posing a risk of toxicity to wildlife and humans at the top of the food chain.

The in-lake HOS system would be confined to the region approximately 3,000 feet upstream from Lake Hodges dam and approximately 700 feet south east from the abandoned reservoir operator residence. The in-lake portion of the system shall consist of a single header discharge plenum 20 inches in diameter and 100 feet long, one (1) Speece Cone 12 feet in diameter and 25 feet high, and one 100 HP submersible pump. The HOS system would be placed on a multi-tiered rock base.

Construction Activities would occur at 3 locations: LOX supply facility located at the abandoned reservoir keeper residence, boat launch located 1,300 feet west of the Lake Hodges Visitor Center, and the in-lake HOS system. Construction staging would be within the footprint of the industry standard fire buffer which is a 50-ft radius from the perimeter of the LOX supply facility. No improvements or impacts are proposed at the boat launch project site. Staging, launching and access would be within existing developed areas at this location. Typical construction equipment would be utilized to perform the work at the LOX Supply Facility. Hydraulic truck cranes, cement truck, semi-trailer truck, and dump trucks would require access to and from the site to deliver heavy equipment, supplies, and materials using existing dirt and asphalt roads. Only minor improvements are proposed within the existing access road footprint. Lighting equipment and a portable gas generator would be on site to provide lighting and electrical power during construction.

The project would prevent asbestos emissions from emanating during demolition activities of the reservoir keeper residence, and adhere to all necessary requirements for the removal and disposal of asbestos and or any other hazards prior to normal demolition. A backhoe and/or excavator would be utilized to demo the structure, a hydraulic hammer attached to the backhoe to break up the existing concrete foundation, and a dump truck to haul away the trash, debris, and recycle the concrete. Dump trucks would deliver gravel for the proposed driveway and a road roller-compactor to compact the gravel. A cement truck would deliver cement for the proposed concrete pad foundation for the LOX supply facility. A hydraulic truck crane would be utilized to lift the cryogenic tank and evaporator from the semi-truck trailer and onto the concrete foundation which will require a 10 foot wide construction corridor to the water shoreline. A bobcat with a trencher attachment would be utilized to dig a trench for the installation of the electrical and oxygen supply line from the LOX supply facility to the water shoreline. A concrete anchor block (18" tall x 30" Wide x 18" Depth) would be installed within the vicinity of the water shoreline where the electrical and oxygen supply lines transition from trench to surface. The electrical and oxygen line (strapped to concrete blocks or supported by helical anchors) would continue to run along the ground surface at the bottom of the lake from the shoreline to the HOS.

The on-shore project activities include demolition of existing reservoir keeper residence and associated septic system in accordance with City and County requirements; construction of concrete slab and equipment foundation; installation of a cryogenic tank; installation of an evaporator; installation of security fence and bumper posts; installation of two anchor blocks; trenching for oxygen and electrical line (approximately 327 feet, 10 feet wide and 5 feet deep); and laying of aggregate road.

In water activities would require delivery of equipment, materials, and supplies to the boat launch facility. Semi-trailer trucks would be utilized to deliver the barge components with a crane, rip rap, gravel, and HOS components (speece cone, submersible pump, discharge piping, support pad) to the boat launch area. A hydraulic truck crane would be utilized to unload the components of the barge onto the water and all equipment and materials delivered by the semi-truck onto the barge. The boat launch parking lot may be temporarily utilized to assemble the HOS components. The barge would travel back and forth from the boat launch facility to the in water HOS site to deliver personnel, equipment, and materials. The barge would use a crane to lower the rip rap, gravel, and the components of the HOS System to the bottom of the lake. It may be necessary to remove or pump out the sludge/muck at the bottom of the lake so that divers can establish the parameters for the installation of the multi-tiered rock base and the equipment support pad. Underwater divers would assist and coordinate proper placement of the materials and equipment, and connect all ancillary piping onto the HOS.

The in-water project activities include placement of drain rock blanket; installation of speece cone and submersible pump; and placement of oxygen and electrical lines with helical torque anchors. The in-water components would be assembled on-shore at the boat launch on the north east side of the lake. The in-water components would then be barged to the proposed project site approximately 470 feet south of the lake margin near the old reservoir keeper's residence. All activities (on-shore), staging areas, and access roads would be conducted in existing paved roads or previously disturbed areas.

The proposed project would result in temporary, direct impacts on 3,270 square feet (0.075 acres) of disturbed Diegan coastal sage scrub habitat. A Revegetation Plan has been developed in accordance with the City's Biology Guidelines. Additionally, permanent impacts on approximately 0.100 acre of disturbed/developed land are anticipated from construction of the on-shore facility and will not require mitigation. The project proposes to implement approximately 0.070 acre of components of the project in open water, these activities would not be considered an impact because they would not reduce wildlife habitat or decrease aquatic resource function. Implementation of the open water components would result in a net benefit to aquatic function.

9. Surrounding land uses and setting: The project lies within the City of San Diego's Multiple Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA). However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the former reservoir keeper's residence. These areas are considered to be excluded from the MHPA

as a part of the City's reservoir management program (City of San Diego 1997). The site is currently a mixture of developed and undeveloped lands. The developed areas consist of existing dirt and gravel access road and an abandoned reservoir keeper's residence. The undeveloped areas consist of Diegan coastal sage scrub and disturbed land; and one wetland community; open water. Elevations on site range from 220 feet above mean sea level.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):
 - U.S. Army Corps of Engineers
 - Regional Water Quality Control Board (dredge or fill in Waters of the U.S.)
 - California Department of Fish and Wildlife (Streambed Alteration).

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

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

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

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

The project components would be constructed within the footprint of an existing residential building, and under water. No designated scenic vistas have been located on the project site, and project components would not have the potential to impact existing views. No impact would result.

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

See I.a. No direct impacts to scenic resources would occur and project implementation would not result in impacts to these resources. The project site is not located within a state scenic highway. No impact would result.

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

The on-shore facility would replace an existing abandoned single-family residence. The new facility would be smaller in scale and painted to blend in with the surrounding environment. A native vegetation screening would be implemented as pre the Visual Impact Report. The project area that would disturb existing native vegetation would be revegetated per a detailed Revegetation Plan once the pipe installation and the construction are complete. As such, the project would not substantially degrade the existing visual character or quality of the site and its surroundings. No significant impact would result.

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

The project would incorporate building materials that are not highly reflective. Project activities will take place during daylight hours and any temporary or permanent lighting that may be required will be shielded or directed away from sensitive habitat. As such, project implementation would not create a new source of light or glare that would adversely affect day or nighttime views in the area. No impact would result.

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II) **AGRICULTURAL AND FOREST RESOURCES:** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

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

The project site is not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, land surrounding the project is not in agricultural production and is not classified as farmland by the FMMP. Therefore, the project would not result in the conversion of farmland to non-agricultural uses. No impact would result.

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

Please see II.a. The project site is zoned AG 1-1 (Agricultural General).The purpose of the AG zones is to accommodate all types of agricultural uses and some minor agricultural sales on a long-term basis. Nonagricultural uses are limited in the AG zones in order to strengthen the presence and retention of traditional agricultural uses. According to the City’s Land Development Code, the AG zones are differentiated based on the minimum lot size as follows:

- AG-1-1 requires minimum 10-acre lots
- AG-1-2 requires minimum 5-acre lots

Although the project site is zoned for agricultural uses, the site does not support agricultural production or uses and therefore, no impact would result.

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

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Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The project site is not zoned as forest land, and no forest land exists on -site. Therefore, the project would not conflict with existing zoning for forest land. No impact would result.

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

See II.c. No impact would result.

- e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

The project would not involve changes in the existing environment that would result in the conversion of farmland or forest land, and therefore, no impact would result.

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

- a) Conflict with or obstruct implementation of the applicable air quality plan?

The project would not generate a substantial amount of emissions as a result of the proposed use (e.g., vehicle miles traveled, etc.). The project proposes to design and build an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. An increase in emissions would occur during construction; however, this increase would be temporary and minimal and would not conflict with implementation of the applicable air quality plan for the County of San Diego. During grading activities, dust suppression methods would be included. Impacts would be less than significant.

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- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Please see III.a. The project would not generate a substantial amount of emissions as a result of the proposed use. The project proposes to design and build: oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. An increase in emissions would occur during construction; however, this increase would be temporary and minimal and would not violate any air quality standard or contribute substantially to any air quality violations. No long-term operational impacts are anticipated. Impacts would be less than significant.

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

As described above, construction-related activities could temporarily increase the emissions of dust and other pollutants; however, construction emissions would be temporary and implementation of Best Management Practices (BMPs) would reduce temporary dust impacts. Additionally, the scope and nature of the project would not result in a significant increase in Vehicle Miles Traveled (VMTs) and associated emissions. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment in the region under applicable federal or state ambient air quality standards. Impacts would be less than significant.

- d) Expose sensitive receptors to substantial pollutant concentrations?

The project site is located within open space owned and operated by the City of San Diego (City) Public Utilities Department, at Hodges Reservoir is in the San Dieguito Hydrologic Unit in San Diego County, California. The project would allow for the design and construction of an oxygen supply facility and foundation, oxygen supply piping and

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appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. There are no sensitive receptors located within the project vicinity that could be affected during project construction and/or operation of the new facility. As such, project implementation would not expose sensitive receptors to substantial concentrations of pollution. Impacts would be less than significant.

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

The project would not create objectionable odors. The operation of construction equipment and vehicles could generate odors associated with fuel combustion; however, these odors would dissipate into the atmosphere upon release. Therefore, the project would not create substantial amounts of objectionable odors affecting a substantial number of people. Impacts would be less than significant.

IV. BIOLOGICAL RESOURCES – Would the project:

- a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

In order to evaluate potential impacts associated with the project, a Biological Assessment was prepared by qualified City staff (City 2016) and was based on a survey conducted by a qualified City Biologist on June 10, 2015. The Biological Assessment is available for review at the offices of the Planning Department or on the department website.

The assessment included surveys, vegetation mapping and review of satellite imagery. All plant and animal observations were noted, along with general site conditions. Plant identifications were either resolved in the field or were later determined through verification of voucher specimens. Wildlife species within the study area, which included areas outside the impact areas, were identified by direct observation or identification of their songs and calls, tracks, scat, and burrows.

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The proposed project would result in temporary, direct impacts on 3,270 square feet (0.075 acres) of disturbed Diegan coastal sage scrub habitat. Additionally, permanent impacts on approximately 0.100 acre of disturbed/developed land are anticipated from construction of the on-shore facility.

A pair of coastal California gnatcatchers was observed during presence absence surveys conducted between April 13 and May 4, 2015 (Rocks Biological 2015). The pair was initially observed more than approximately 1,500 feet from the proposed project area. During subsequent surveys the male was observed approximately 800 feet west of the proposed project area.

The project has been designed to minimize impacts to sensitive biological resources and limit the amount of ground disturbance necessary. However, complete avoidance of sensitive resources is not possible and temporary impacts would occur to 3,270 square feet (0.075 acres) of disturbed Diegan coastal sage scrub. Additionally, permanent impacts on approximately 0.100 acre of disturbed/developed land are anticipated from construction of the on-shore facility.

The proposed project would not result in direct, permanent or temporary impacts (adverse effect) in open water habitat. A 3,032 square foot (0.070 acre) rock drain blanket and two conduit pipes would be placed at the bottom of Hodges Reservoir; however, these activities will not result in the net loss of aquatic resources function or services. It is anticipated that construction of these in-water components will cause temporary displacement of accumulated sludge/muck; however, this sediment will be removed off site. Replacement of the sludge/muck with a rock drain blanket would not reduce habitat for wildlife; including invertebrates and micro biota. The rock drain blanket will not replace any amount of WOUS with dry land or result in any measurable change in elevation of lake bottom.

According to the City of San Diego's Significance Determination Guidelines under CEQA, the direct impacts to less than 0.075-acre of disturbed Diegan coastal sage scrub habitat are not considered significant and would not require mitigation because the impact does not exceed the threshold of 0.1-acre. No mitigation is required for Tier IV habitats (disturbed land).

On-site habitat revegetation would be implemented post construction for erosion control and to provide habitat functions and values equivalent to what existed prior to temporary impacts. Erosion control devices such as straw wattles and hydroseed would be installed following construction. Native seed and container plants appropriate for the location would be installed to restore native habitats to previous functions. When implemented, the on-site habitat revegetation plan would be maintained for 25-months per the City of San Diego Municipal Code. Impacts would be less than significant.

In addition, the project will be required to comply with the City's MSCP/MHPA Land Use Adjacency Guidelines (See Land Use and Planning discussion in Section X).

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

See IV.a. The Biological Assessment did not identify any riparian habitat that would be adversely effected by the project and no mitigation is required.

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

The proposed project would not result in direct, permanent or temporary impacts (adverse effect) in open water habitat. A 3,032 square foot (0.070 acre) rock drain blanket and two conduit pipes would be placed at the bottom of Hodges Reservoir; however, these activities will not result in the net loss of aquatic resources function or services. It is anticipated that construction of these in-water components will cause temporary displacement of accumulated sludge/muck; however, this sediment will be removed off site. Replacement of the sludge/muck with a rock drain blanket would not reduce habitat for wildlife; including invertebrates and micro biota. The rock drain blanket will not replace any amount of WOUS with dry land or result in any measurable change in elevation of lake bottom.

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

The biological assessment identifies the project as within the Lake Hodges Open Space Reserve, which serves as a wildlife corridor. Wildlife corridors are important elements of viable habitat protection allowing for movement of animals and maintenance of genetic

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diversity. The project's impact areas are small, primarily within the disturbed footprint of an existing facility impact area; any temporary impacts would be revegetated in accordance with the City's Biology Guidelines; therefore, the project would not significantly impact wildlife corridors. Impacts would be less than significant.

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

The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. No impact would result.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The project site lies within the boundaries of the City of San Diego Multiple Species Conservation Program (MSCP) Subarea Plan, Multi-Habitat Planning Area (MHPA). As a part of the MSCP, MHPA areas are designated to preserve sensitive habitats, plants, and wildlife that are vital to sustain the unique biodiversity of the San Diego region. The City's MHPA is mapped adjacent to the project site. However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the former reservoir keeper's residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997) and therefore would not be in conflict with the goals, policies and objectives of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. However, due to the location of the project within the MHPA and in Cornerstone Lands, the project would be required to comply with the MHPA Land Use Adjacency Guidelines (Section 1.4.3) of the City's MSCP Subarea Plan in order to ensure that the project would not result in any indirect impacts to the MHPA. Per the MSCP, potential indirect effects from drainage, toxics, lighting, noise, barriers, invasives, and brush management from project construction and operation must not adversely affect the MHPA. Refer to Land Use Section X.c. for further details.

V. CULTURAL RESOURCES – Would the project:

- a) Cause a substantial adverse change in the significance of

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an historical resource as defined in §15064.5?

The purpose and intent of the *Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, and Article 2)* is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises. CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b) (1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources (CRHR), including archaeological resources, is considered to be historically or culturally significant.

The project site is located in an area of high sensitivity where archaeological and tribal cultural resources have been recorded and/or observed. As such, an archaeological records search and survey was conducted and a report prepared for the project. According to the cultural resources report, "A Historical Survey Report for Lake Hodges Water Quality and Quagga Mitigation Measure Project), San Diego, California" prepared by ATKINS, in June 2015 three isolated artifacts were identified: a fragment sunbleached, weathered bone of a medium-to-large non-human long bone of indeterminate species which appears to have been burned; a fragment of a medium-to large non-human bone of indeterminate species that also appears to have been burned; and one fragment of *Chione* and one fragment of *Mytilus*. Subsequent to review of the draft report by qualified City archaeology staff, a second field visit was conducted on May 21, 2016, to verify that Isolates 1 and 2 were not human. The visit was attended by Dr. Madeline Hinkes a medical examiner, along with Sandra Pentney, Clint Linton of Red Tail Monitoring and Research and staff from the City of San Diego. ISO 1 and ISO 3 were relocated, however ISO #2 was not. The project site had much more lush vegetation than was present during the initial survey and had signs of recent erosion. It is thought that ISO #2 is no longer in the location where it was recorded. In agreement with the original recordation of these isolates, Dr. Hinkes determined the remains to most likely be nonhuman. An evaluation of the remains was sent to Kumayaay tribal representative Clint Linton. Mr. Linton concurred with Sandra Pentney and Dr. Hinkes' determination. Additionally, two more non-human bone fragments were located, one of which is bone and is associated with a modern occupation the historic reservoir keeper's residence. However, both were determined to be modern and not relevant to survey or construction activities. Based on the Historical Survey Report; three previously unrecorded isolates were recorded within the Area of Potential Effect. These resources are located on lightly-terraced slope between the residence keeper's house and the water line. Although the isolated artifacts are not significant in accordance with the City's Historical Resources Guidelines, due to the demonstrated potential of the area to contain archaeological and tribal cultural resources it was recommended that Native American and archeological monitoring take

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place during any project-related ground-disturbing activity. Impacts would be less than significant with mitigation incorporated.

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

See V.a. Impacts would be less than significant with mitigation incorporated.

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

The construction area consists of Metasedimentary and Metavolcanic (Mzu) rocks undivided. Under the Santiago Peak Volcanics designation, Metasedimentary and Metavolcanic are not considered a sensitive geologic feature in the Lake Hodges area. The project requires approximately 605 cubic yards of excavation to a depth of 5feet. The City's Paleontological Guidelines identify a threshold of 2,000 cubic yards of excavation to a depth of 10 feet for moderate sensitivity formations. Because the project would not exceed this threshold, monitoring is not required, and therefore, impacts would be less than significant.

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

Only isolated faunal remains have been identified within the project area; no human remains have been documented within the vicinity of the project site and, based on the heavily developed conditions of the site; none are expected to be found during implementation of the project. However, the potential for encountering human remains is possible anywhere in the City and County of San Diego, especially along natural waterways, coastal and bay areas; therefore archaeological monitoring for the project will include the presence of a Native American during all ground disturbing activities in accordance with the MMRP contained in the Section V of the MND. The MMRP includes specific provisions and protocols which would be implemented should human remains be discovered during ground disturbance activities in accordance with the California Public Resources Code and the California Health and Safety Code. This process would include initiating consultation with the state designated Native American MLD, which would reduce the potential for impacts to human remains to be less than significant.

VI. GEOLOGY AND SOILS – Would the project:

- a) Expose people or structures to potential substantial adverse

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effects, including the risk of loss, injury, or death involving:

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

The City of San Diego Seismic Safety Maps do not indicate a fault in or near the project area. The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>ii) Strong seismic ground shaking?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

See VI.a.i.

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

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|------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>iv) Landslides?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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See VI.a.i.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>b) Result in substantial soil erosion or the loss of topsoil?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Erosion control Best Management Practices (BMPs) as outlined in the Biological Assessment and the Contract documents developed for this project would be implemented to make sure no sediment leaves the work areas during construction. In addition, implementation of the Temporary Erosion Control and Planting Plan developed for the project outlines the

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seeding/planting measures that would be conducted to promote re-growth of native plants, protect soils, and prevent erosion. Impacts would be less than significant.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The City of San Diego Seismic Safety Maps indicate the project is located in Hazard Category 52 and 53. The onshore facility is located within Hazard Category 53 which is defined as level or sloping terrain, unfavorable geological structure, low to moderate risk. Even though the onshore portion of the project is located in an unfavorable geological structure area it is low to moderate risk for the potential to result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Furthermore, the project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. The in-water portion of the project is located within Hazard Category 52, which is defined as level areas, gently sloping to steep terrain, favorable geologic structure, and low risk, impacts in this area would be less than significant.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project is located on San Miguel-Exchequer rocky silt loams, which is not characterized as being expansive. In addition, please see VI.a.i. No impact would result.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project does not propose any septic tanks or alternative waste disposal methods. No impact would result.

VII. GREENHOUSE GAS EMISSIONS - Would the project:

- a) Generate greenhouse gas emissions, either directly or

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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indirectly, that may have a significant impact on the environment?

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

Based upon the scope of work, limited temporary construction and limited automobile trips, the project would not generate any substantial Greenhouse Gas (GHG) emissions. Therefore, the emissions would be minimal and would fall under the 900 metric ton screening criteria used by the City to determine if a GHG analysis is required as further identified in the document CEQA & Climate Change (January 2008 by California Air Pollution Control Officers Association (CAPCOA)). The project would not cause any significant GHG emissions and no mitigation is required.

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

See VII.a. The project would not conflict with any applicable plans, policies, or regulations related to greenhouse gases. Impacts would be less than significant.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

The project when completed would not involve the transport, use, and/or disposal of hazardous materials. Specifically, the project includes the use of liquid oxygen (LOX), a hazardous material that contains 4,000 times more oxygen by volume than normal air. As such, prior to the start of any construction activities associated with the installation of the LOX tanks, design of an adequate offloading system and management of LOX processes, the City's Public Utilities Department (PUD) and the qualified vendor/contractor for the project would coordinate with the City's Fire-Rescue Department to ensure compliance with all City and County regulatory requirements. The City vendor/contractor would be required to submit an application to the City Fire-Rescue Department for review in accordance with San Diego Municipal Code (SDMC) §55.5001 Hazardous Materials – General Provisions. The Technical Services section of the Fire-Rescue Department is charged with ensuring the safe installation of hazardous materials in bulk and any associated piping or equipment.

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According to information provided by the City Fire Marshal, facilities using cryogenic fluids classified as hazardous materials are required to comply with the Hazardous Materials – General Provisions. Specifically, the Fire-Rescue Department requires compliance with City codes and standards for the storage, use and handling of cryogenic fluids. The vendor/contractor would also be required to comply with the County of San Diego’s Hazardous Materials Division (HMD) AB 3205 for plan check review. Compliance with these provisions is assured through the permit application, plan review and inspection process as noted above, and therefore, impacts would be less than significance.

In addition, during construction all equipment and vehicles would be checked for fluid leaks while working in the project area. Any leaks would be cleaned and any contaminated soils would be removed from the project area and disposed of following the City’s Hazardous Materials Management Program. Impacts would be less than significant.

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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See VIII.a. Additionally, although no foreseeable upset and accident conditions involving the release of hazardous materials are anticipated for the project, implementation of safety training and procedures, including regular facility inspections in coordination with City and County HMD specialists would ensure compliance with all applicable requirements and reduce any potential risk to below a level of significance. Impacts would be less than significant.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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See VIII.a. In addition, no schools are located within a one-quarter mile of the proposed project. No impact would result.

- d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The proposed project area is not included on a list of hazardous materials sites and therefore implementation of the project would not create a significant hazard to the public or environment. No impact would result.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?
- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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There is not a public airport or a public use airport within two miles of the project. No impact would result.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project is not located within the vicinity of a private airstrip. No impact would result.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- | | | | |
|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project would not interfere with any emergency response or evacuation plans. The City's Public Utilities Department (PUD) coordinates with the Fire-Rescue Department when the use of hazardous chemicals and/or materials are required in the operation of PUD managed facilities. The Technical Services section of the Fire-Rescue Department is charged with the safe installation of hazardous materials in bulk and any associated piping or equipment, including compliance with City codes and standards for the storage, use and handling of cryogenic fluids. According to information provided by the City Fire Marshal, facilities using cryogenic fluids classified as hazardous materials are required to comply with San Diego Municipal Code (SDMC) §55.5001 Hazardous Materials – General Provisions. Compliance with the provisions is assured through the permit application, plan review and inspection process. Preparation of a safety plan by the City's vendor/contractor is required and would take into consideration all necessary emergency procedures including safety training and prevention measures per City codes and would supplement any existing plans for the area to ensure that all staff working at or in the vicinity of the new facility are prepared for any situation. Coordination with the City and County's qualified Hazardous Materials specialists and other area fire departments would be required in the event of an emergency. No impact would result.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?
-

See VIII.a,b, and d. Additionally, the proposed project will implement Brush Management in accordance with the National Fire Protection Association 55: Compressed Gas and Cryogenic Fluids Code. The proposed project will implement a 50-foot fire buffer per the Minimum Separation Distance Between Bulk Liquid Oxygen System and Exposure Hazards. The fire buffer will consist of a decomposed granite driveway and will not require regular maintenance. Invasive species colonizing the project area could alter the conditions for wildfire. To prevent this, all impacted areas would be revegetated following construction using native species compatible with the surrounding habitat. Monitoring and management of the revegetation areas would occur for 25 months following implementation to ensure survival of the native plants following success criteria identified in the habitat revegetation plan, and to prevent the establishment of non-native invasive species. Impacts would be less than significant.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

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

A Water Pollution Control Plan (WPCP) would be prepared as part of the project that outlines storm water BMPs required for the proposed project. Prior to construction, storm water BMPs per the WPCP would be installed to prevent sediment from leaving the work areas. These BMPs would be checked regularly and monitored for efficacy; therefore, the project would not violate any existing water quality standards or discharge requirements while the project is under construction.

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

The project does not propose the use of groundwater nor would it impact groundwater during grading activities. Furthermore, the project would not introduce new impervious surfaces that could interfere with groundwater recharge. Therefore, the project would not deplete groundwater supplies or interfere substantially with groundwater recharge. No impact would result.

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

Storm water BMPs would be implemented pursuant to the Water Pollution Control Plan that is required for this project to prevent erosion or siltation. The project area would be revegetated and would not substantially alter any existing drainage patterns. The on-shore facility would be constructed within the boundary of an existing concrete foundation. The 50-foot fire buffer would allow for water to penetrate the ground and not alter run-off. The project would be designed to improve the existing drainage of the site, but would not substantially alter the existing pattern. No impact would result.

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

Please see IX.c. and IX.e..

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The on-shore facility would be constructed within the boundary of an existing concrete foundation. The 50-foot fire buffer would allow for water to penetrate the ground and not alter run-off. The project would not create or contribute to runoff water. Impacts would be less than significant.

- f) Otherwise substantially degrade water quality?

See IX.a. through IX.e. No impact would result.

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

The project does not propose any habitable structures. No impact would result.

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

The project would replace an existing structure and does not propose any permanent structures within a 100-year flood hazard area that would impede or redirect flood flows. No impact would result.

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

See IX.e. The project would not result in the exposure of people or structures to floods as a result of the failure of a levee or dam. The project site is not downstream from either a levee or dam. As such, no impact would occur.

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

The project would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions. No impact would result.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project site is primarily within an existing footprint. The project site is located in an open space area within the City-owned source water protection buffer adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, within areas excluded from the MHPA as a part of the City’s reservoir management program (City of San Diego 1997). The project would not physically divide an established community. No impact would result.

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

The on-shore facility will be constructed within an existing disturbed area. Therefore it would not be in conflict with any land use planning document for the community. The project is subject to the City’s environmental regulations through the Site Development Permit process. As such, this Initial Study is being prepared to address all environmental effects for the purpose of avoiding or mitigating those effects. In addition, due to disturbance to a streambed the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife are involved under the Section 404 and 401 of the Clean Water Act, and Section 1600 of the State Fish and Game Code. The project would not conflict with these regulations. Impacts would be less than significant.

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

The proposed project occurs within The Hodges Reservoir/San Pasqual Valley Cornerstone Lands core area. However, all impacts will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City’s reservoir management program (City of San Diego 1997). Additionally, as specified in the MSCP Subarea Plan, water quality improvement projects, are considered a compatible use within the MHPA. The project would be required to comply with the City’s MSCP/MHPA Land Use Adjacency Guidelines. Implementation of the guidelines ensures that

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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no indirect impacts would result before, during and after construction of the project. Thus, the project would not conflict with any applicable habitat conservation plan or natural community conservation plan. Impacts would therefore be less than significant with mitigation incorporated.

XI. MINERAL RESOURCES – Would the project?

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

The areas surrounding the project are not being used for the recovery of mineral resources; therefore, the project would not result in the loss of availability of a known mineral resource. No impact would result.

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

The project would not result in the loss of the availability of a locally important mineral resource. There are no existing quarries within close proximity to the site. The project site and the surrounding area are not zoned for mineral resources. As such, project implementation would not result in the loss of availability of a locally important mineral resource. No impact would result.

XII. NOISE – Would the project result in:

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

The project would not result in a permanent substantial increase in the existing noise environment. No impact would result.

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project would not generate excessive ground borne vibration or ground borne noise, and therefore, would not result in people being exposed to excessive ground borne vibration or noise levels. No impact would result.

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

The project would not permanently generate noise, so the noise conditions that exist today would be the same as with the project. No impact would result.

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

A temporary increase in noise would occur from the operation of construction equipment at the project site; however, this is not considered a substantial increase. Monthly deliveries of liquid oxygen would increase noise for approximately 1 to 2 hours per month. The project area is approximately 3,000 feet from the nearest residence. This distance combined with the ambient vehicle noise from Del Dios Highway means the construction noise would not be substantial to the nearby residences. no impact would result.

- e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

No public airports or public use airports are within two miles of the project. No impact would result.

- f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project is not located within the vicinity of a private airstrip; therefore, people residing or working in the area of the project would not be exposed to excessive airport noise from a private airstrip. No impact would result.

XIII. POPULATION AND HOUSING – Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project does not propose any residential structures. The project proposes to design and build: oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. No impact would result.

- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

Project implementation would not displace any inhabitable housing. Therefore, the construction of housing elsewhere would not be necessitated. No impact would result.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

See XIII.b. No impact would result.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:

- i) Fire Protection

The construction of the on-shore facility would incorporate a 50-foot buffer for fire protection services. Additionally, the City vendor/contractor would be required to submit an application to the City Fire-Rescue Department for review of the construction and safety plan in accordance with San Diego Municipal Code (SDMC) §55.5001 Hazardous Materials – General Provisions. The Technical Services section of the Fire-Rescue Department is charged with the safe installation of hazardous materials in bulk and any associated piping or equipment. According to information provided by the City Fire Marshal, facilities using cryogenic fluids classified as hazardous materials are required to comply with the Hazardous Materials – General Provisions. Specifically, the Fire-Rescue Department requires compliance with City codes and standards for the storage, use and handling of cryogenic fluids. The safety plan would take into consideration all necessary emergency procedures including training of safety training and prevention measures per City codes. Coordination with the City and County’s qualified Hazardous Materials specialists and other area fire departments in the event of an emergency. This project will not result in the need for new or improved fire protection services. Impacts are less than significant. ~~No impact would result.~~

- ii) Police Protection

The construction of the on-shore facility would not require any new or altered police protection services. No impact would result.

- iii) Schools

The project would not result in the need to physically alter any schools. Additionally, the project would not include construction of future housing or induce growth that could increase demand for schools in the area. No impact would result.

- v) Parks

The project would not physically alter any parks or create new housing. The project, also, would not create demand for new parks or other recreational facilities. No impact would result.

- vi) Other public facilities

The project would not result in the increased demand for gas, or other public facilities. An upgrade to adjacent electrical panel would be conducted. This project includes the The project proposes to design and build: oxygen supply facility and foundation, oxygen

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility, and would not impact any other public facilities. No impact would result.

XV. RECREATION –

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not result in the construction of residential units and would therefore not result in an increase in demand for recreational facilities. No impact would result.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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See XV.a. The project would not negatively affect a recreational facility nor require expansion of such facilities. No impact would result.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

- a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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A temporary increase in traffic would occur from the operation of construction equipment at the project site; however, this is not considered a substantial increase. Monthly deliveries of liquid oxygen would increase traffic for approximately 1 to 2 hours per month. The project area is approximately 3,000 feet from the nearest residence. The project is also not near any surface streets.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

See XVI.a. A temporary increase in traffic would occur from the operation of construction equipment at the project site; however, this is not considered a substantial increase. Monthly deliveries of liquid oxygen would increase traffic for approximately 1 to 2 hours per month. The project area is approximately 3,000 feet from the nearest residence. Impacts would be less than significant.

- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

The project proposes to design and build: oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. No impact would result.

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

The project proposes to design and build: oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. No impact would result.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- e) Result in inadequate emergency access?

Adequate emergency access would be maintained throughout construction and once the facility is in operation. Access to the site will be via a new driveway constructed off of Lake Drive, an existing dirt road to provide access for construction, operation and maintenance of the facility. No impact would result Impact is less than significant.

- f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

The project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. No impact would result.

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

See IX.a. The project would not produce wastewater, and thus, would not exceed wastewater treatment requirements of the San Diego Regional Water Quality Control Board. No impact would result.

- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The project proposes to design and build: oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility. The project would not generate population growth, and thus, would not result in the construction of new water or

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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wastewater treatment facilities or the expansion of existing facilities. No impact would result.

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

See XVII.b. The project would not result in a substantial change to the on-site drainage pattern. Runoff volume generated from the completed project would not be significantly different from the existing runoff volume; and therefore, the project would not require or result in construction of new storm water drainage facilities or the expansion of existing facilities based on a significant increase in run-off volume. No impact would result.

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

The project proposes to design and build: oxygen supply facility to improve water quality of Hodges Reservoir; and therefore, the availability of water is not a factor in the implementation of the project. No impact would result.

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

The project proposes to design and build: oxygen supply facility to improve water quality of Hodges Reservoir; and therefore, treatment capacity is not a factor in the implementation of the project. No impact would result.

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

Construction of the project would likely generate minimal waste. This waste would be disposed of in conformance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Operation

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area. Impacts would be less than significant.

- g) Comply with federal, state, and local statutes and regulation related to solid waste?

See XVII.f. Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations. Impacts would be less than significant.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

The proposed project will directly impact approximately 0.075 acres of upland habitat and 0.100 of disturbed/developed land. According to the City of San Diego’s Significance Determination Guidelines under CEQA, the direct impacts that would occur to 0.075-acre of disturbed Diegan coastal sage scrub habitat are not significant and would not require mitigation because the impact does not exceed the threshold of 0.1-acre. No mitigation is required for Tier IV habitats (disturbed/developed land). A Conceptual Revegetation Plan would be prepared in accordance with the City’s Land Development Code; the Temporary Erosion Control and Planting Plan that is part of the Contract Drawings would be implemented once construction is complete to revegetate the impacted areas. Impacts would be less than significant with mitigation incorporated.

A pair of coastal California gnatcatchers was observed during presence absence surveys conducted between April 13 and May 4, 2015 (Rocks Biological 2015). The pair was initially observed more than approximately 1,500 feet from the proposed project area. During subsequent surveys the male was observed approximately 800 feet west of the proposed project area. All vegetation clearing, ground disturbing, and demolition activities shall be completed outside the bird breeding season – September 16 to January 31 (Breeding Season – February 1 to September 15). For all other construction activities a preconstruction bird nesting survey shall be conducted within 500 feet and no more than 72 hours prior to

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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initiation of construction activities if work occurs during the months of February 1 to September 15. If CAGN are determined to be present; Construction noise monitoring shall be conducted 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, 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. Impacts would be less than significant with mitigation incorporated.

A Cultural Resources Technical Report entitled, "A Historical Survey Report for Lake Hodges Water Quality and Quagga Mitigation Measure Project), San Diego, California" (ATKINS, June 2016) was prepared for the project. The archaeological survey identified faunal isolates within the project APE which were further evaluated and determined not to be human remains. Isolated shell fragments were also identified and determined not significant. Based on the Historical Survey Report these isolate resources were located on lightly-terraced slope between the residence keeper's house and the water line. Due to the demonstrated potential of the area to have cultural resources it was recommended that Native American and archaeological monitoring be implemented during any project-related ground-disturbing activity. Impacts would be less than significant with mitigation incorporated.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?
-

When viewed in connection with the effects of other projects in the area the project may result in minimal dust and GHGs during the construction process; however, these emissions would be relatively minor and would not be cumulatively considerable.

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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As stated previously, potentially significant impacts have been identified for Biological and Cultural Resources. The project is consistent with the planning objectives of the community in which it is located. Mitigation has been included in Section V of this MND to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact to human beings. Impacts would be less than significant with mitigation incorporated.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan.
- Community Plan.
- Local Coastal Plan.
- Site Specific Report – Visual Impact Analysis

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan.
- U.S. Department of Agriculture, Soil Survey – San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- Site Specific Report: Visual Impact Analysis June 2016

III. AIR QUALITY

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

IV. BIOLOGY

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

Site Specific Report: 45-Day Report for Coastal California Gnatcatcher Surveys at the Lake Hodges Water Quality and Quagga Mitigation Measures Project, June 12, 2015. Lake Hodges HOS Biological Assessment. July 29, 2016, City of San Diego.

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

City of San Diego Historical Resources Guidelines.

City of San Diego Archaeology Library.

Historical Resources Board List.

Community Historical Survey:

Site Specific Report: A Historical Survey Report for Lake Hodges Water Quality and Quagga Mitigation Measure Project, San Diego, California (ATKINS June 2016).

VI. GEOLOGY/SOILS

City of San Diego Seismic Safety Study.

U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.

Site Specific Report:

VII. GREENHOUSE GAS EMISSIONS

Site Specific Report:

VIII. HAZARDS AND HAZARDOUS MATERIALS

San Diego County Hazardous Materials Environmental Assessment Listing

San Diego County Hazardous Materials Management Division

FAA Determination

State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.

Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

Flood Insurance Rate Map (FIRM).

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

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

Site Specific Report: Lake Hodges Reservoir Water Quality Assessment Study

Final Conceptual Planning Report, Brown and Caldwell (June 2014)

X. LAND USE AND PLANNING

- City of San Diego General Plan.
- Airport Land Use Compatibility Plan:
- City of San Diego Zoning Maps
- FAA Determination

XI. MINERAL RESOURCES

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
- California Geological Survey - SMARA Mineral Land Classification Maps.
- Site Specific Report:

XII. NOISE

- Community Plan
- San Diego International Airport Master Plan CNEL Maps.
- MCAS Miramar ACLUP
- Brown Field Airport Master Plan CNEL Maps.
- Montgomery Field CNEL Maps.
- San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- City of San Diego General Plan.
- Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

- City of San Diego Paleontological Guidelines.
- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

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

___ Site Specific Report:

XIV. POPULATION / HOUSING

X City of San Diego General Plan.

___ Community Plan.

___ Series 11 Population Forecasts, SANDAG.

___ Other:

XV. PUBLIC SERVICES

X City of San Diego General Plan.

___ Community Plan.

XVI. RECREATIONAL RESOURCES

X City of San Diego General Plan.

X Community Plan.

___ Department of Park and Recreation

___ City of San Diego - San Diego Regional Bicycling Map

___ Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

X City of San Diego General Plan.

X Community Plan.

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

___ San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVIII. UTILITIES

X City of San Diego General Plan.

X Community Plan.

___ Site Specific Report:

XIX. WATER CONSERVATION

____ City of San Diego General Plan.

____ Community Plan.

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

____ Site Specific Report:

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. FEE AND DEPOSIT SCHEDULES

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

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

8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

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

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

**Larry Gardner
Water Department Director**

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire (EXHIBIT A) Hydrant Meter

(For Office Use Only)

NS REQ	FACH
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:		<input type="checkbox"/> Check Box if Reclaimed Water

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

Name of Responsible Party
Company Name and Address
Account Number: _____

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D
SAMPLE CITY INVOICE

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

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

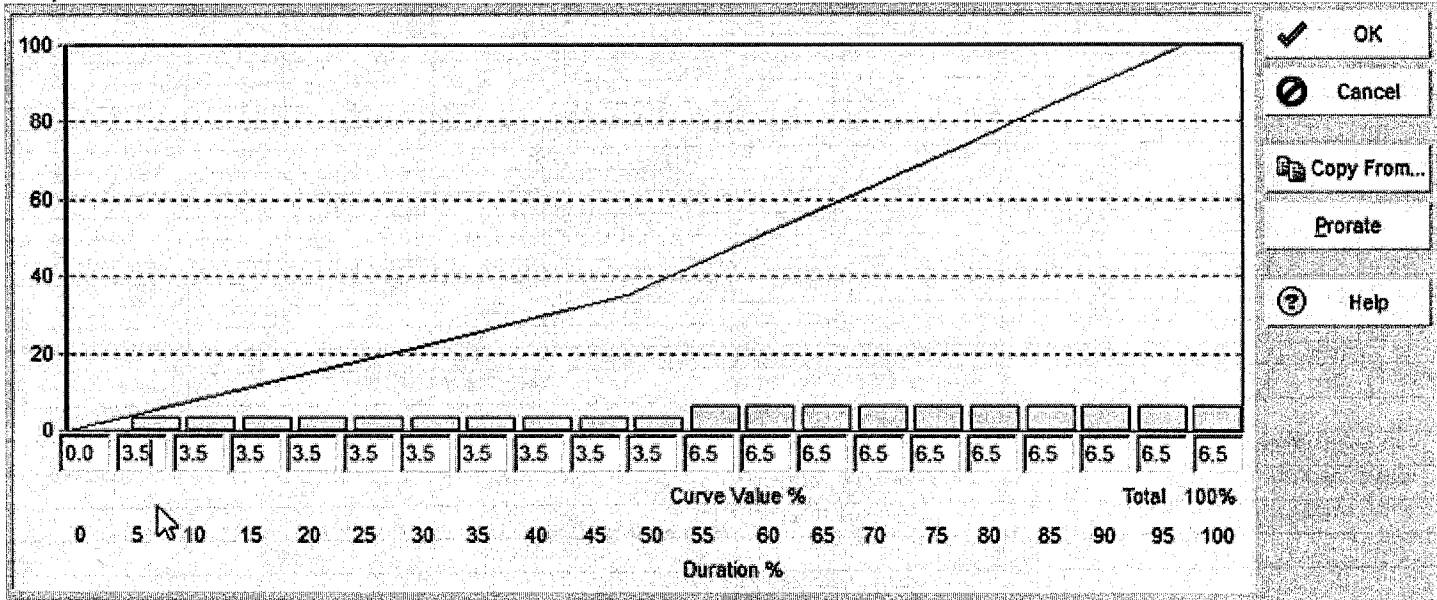
Sample Project Spend Curve

Incremental Curve Value
Duration % Increment

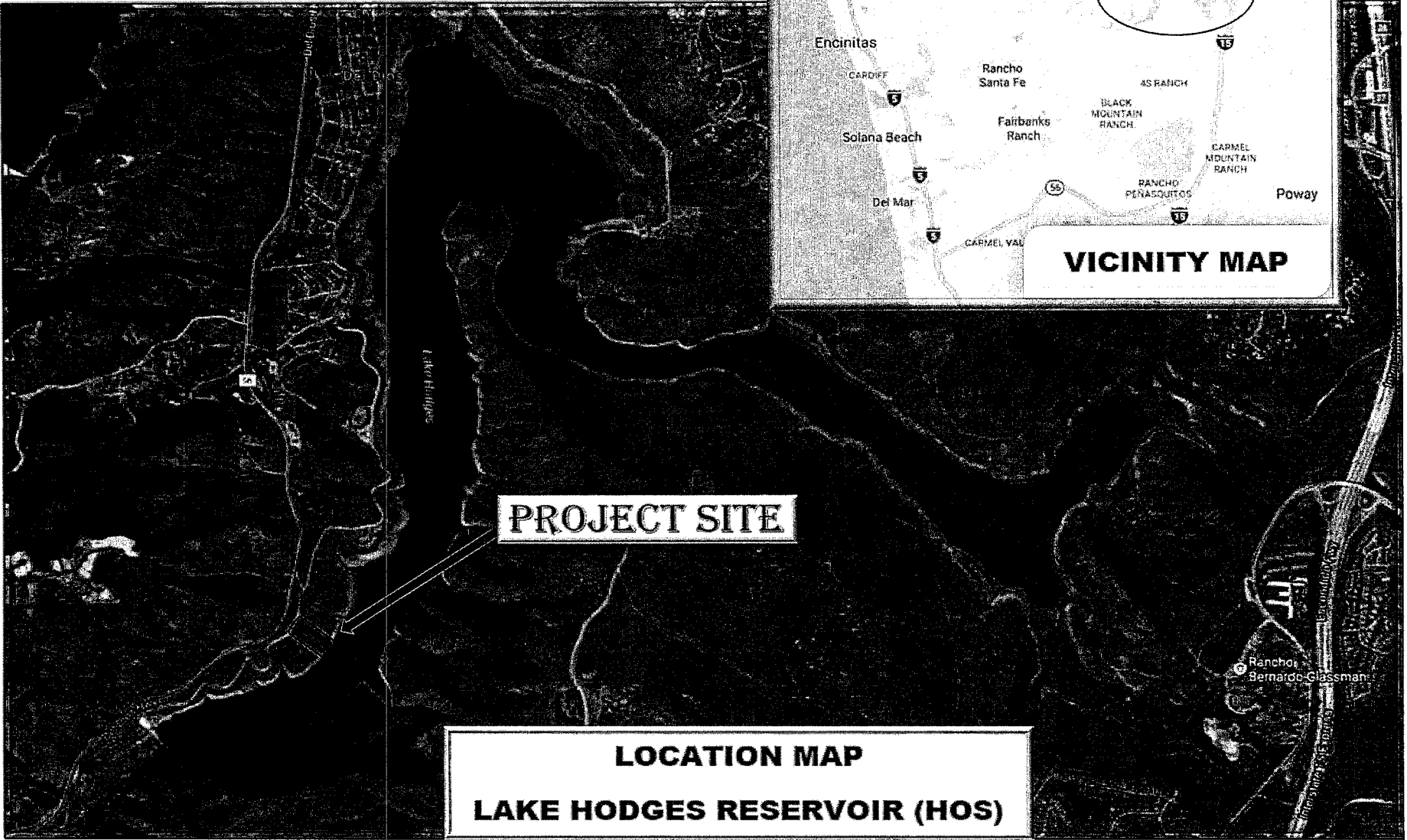
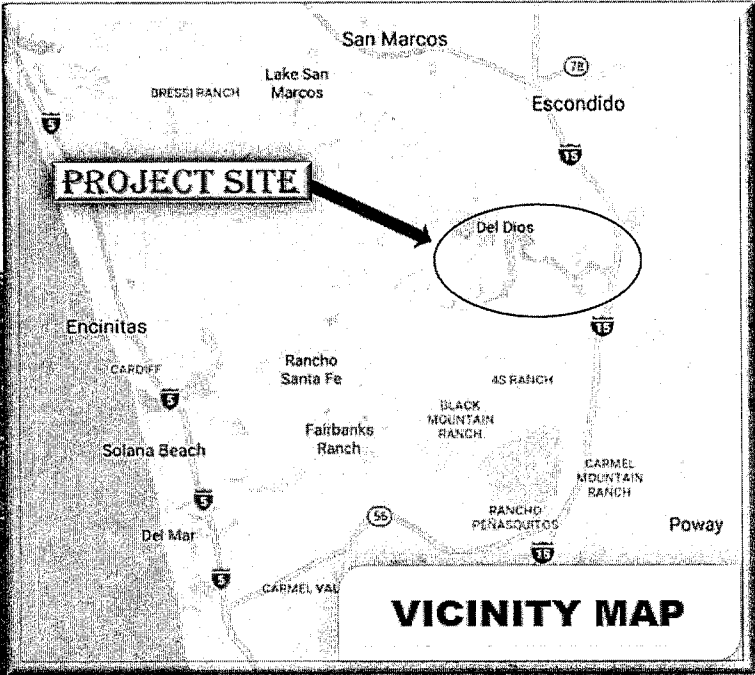
Sample Date Entries Required

0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%		

Sample Screenshot from Primavera P6



APPENDIX E
LOCATION MAP



APPENDIX F

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 ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

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

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

Call 911 in an emergency

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

If in doubt, report the release.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

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

2. ADMINISTRATIVE INFORMATION

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

3. CHEMICAL INFORMATION

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

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

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

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX G

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: \$ _____

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 H
SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM,

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

Work on your street will begin within one week to replace the existing water mains servicing your community.

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
- This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:


- Water service to some properties during construction will be provided by a two-inch highline pipe that will run along the curb. To report a highline leak call 619-515-3525.
- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

Monday through Friday X:XX AM to X:XX PM,

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego:  **Public Works**
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

Hodges Reservoir Oxygenation System
This information is available in alternative formats upon request.
Appendix H - Sample of Public Notice

To contact the City of San Diego:  **Public Works**
619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX I
SITE DEVELOPMENT PERMIT



Mar 15, 2017 10:21 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$120.00

PAGES: 38

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

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

WBS No. B-15195.02.06

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SITE DEVELOPMENT PERMIT NO. 1790206

LAKE HODGES RESERVOIR HYPOLIMNETIC SYSTEM (HOS) PROJECT NO. 459570 [MMRP]

Development Services

This Site Development Permit No. 1790206 is granted by the Development Services Department of the City of San Diego to City of San Diego Public Utilities Department, Owner, and Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504. The 1.5 acre site is located 0.6 miles northeast of the Lake Hodges Dam on Lake Drive on City of San Diego Property (APN 678-01012-00 and 7601701300) located in the County of San Diego San Pasqual Valley.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner and Permittee for the installation and operation of an oxygen supply and delivery system, coupled with a hypolimnetic oxygenation speece cone diffuser system to improve water quality by managing and controlling excessive algal productivity. The project includes the demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. Including the installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated January 25, 2017, on file in the Development Services Department.

The project shall include:

- a. Demolition of an abandoned reservoir keeper residence; construction of a LOX supply facility, boat launch and an in lake HOS system Off-street parking;

- b. Construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation;
 - c. Trenching for an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components;
 - d. a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver; and
- b. Public and private accessory improvements determined by the Development Services Department to be consistent with the land use and development standards for this site in accordance with the adopted community plan, the California Environmental Quality Act [CEQA] and the CEQA Guidelines, the City Engineer's requirements, zoning regulations, conditions of this Permit, and any other applicable regulations of the SDMC.

STANDARD REQUIREMENTS:

1. This permit must be utilized within ten years after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the ten year period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit expires January 25, 2027.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.

5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. The Owner/Permittee shall secure all necessary building permits. The Owner/Permittee is informed that to secure these permits, substantial building modifications and site improvements may be required to comply with applicable building, fire, mechanical, and plumbing codes, and State and Federal disability access laws.
8. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
9. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

10. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.
11. The mitigation measures specified in the MMRP and outlined in the Mitigated Negative Declaration Project No. 459570, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.
12. The Owner/Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration Project No. 459570 to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

Biological Resources, Land Use (MSCP/MHPA-Land Use Adjacency) and Historical Resources (Archaeology/Tribal Cultural Resources).

ENGINEERING REQUIREMENTS:

13. All excavated material listed to be exported, shall be exported to a legal disposal site in accordance with the Standard Specifications for Public Works Construction (the "Green Book"), 2009 edition and Regional Supplement Amendments adopted by Regional Standards Committee.

14. Prior to the issuance of any construction permit, the Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the SDMC, into the construction plans or specifications.

15. Development of this project shall comply with all storm water construction requirements of the State Construction General Permit, Order No. 2009-00090DWQ, or subsequent order, and the Municipal Storm Water Permit, Order No. R9-2007-0001, or subsequent order. In accordance with Order No. 2009-0009-DWQ, or subsequent order, a Risk Level Determination shall be calculated for the site and a Storm Water Pollution Prevention Plan (SWPPP) shall be implemented concurrently with the commencement of grading activities.

16. Prior to issuance of a grading or a construction permit, a copy of the Notice of Intent (NOI) with a valid Waste Discharge ID number (WDID#) shall be submitted to the City of San Diego as a proof of enrollment under the Construction General Permit. When ownership of the entire site or portions of the site changes prior to filing of the Notice of Termination (NOT), a revised NOI shall be submitted electronically to the State Water Resources Board in accordance with the provisions as set forth in Section II.C of Order No. 2009-0009-DWQ and a copy shall be submitted to the City.

BRUSH MANAGEMENT PROGRAM REQUIREMENTS:

17. The project will implement Brush Management in accordance with the National Fire Protection Association 55: Compressed Gas and Cryogenic Fluids Code. The project will implement a 50-foot fire buffer per the Minimum Separation Distance between Bulk Liquid Oxygen System and Exposure Hazards. The fire buffer will consist of a decomposed granite driveway and will not require regular maintenance. Invasive species colonizing the project area could alter the conditions for wildfire. To prevent this, all impacted areas would be revegetated following construction using native species compatible with the surrounding habitat. Monitoring and management of the revegetation areas would occur for 25 months following implementation to ensure survival of the native plants following success criteria identified in the habitat revegetation plan, and to prevent the establishment of non-native invasive species.

MULTIPLE SPECIES CONSERVATION PROGRAM:

18. All private outdoor lighting shall be shaded and adjusted to fall on the same premises where such lights are located and in accordance with the applicable regulations in the SDMC.

INFORMATION ONLY:

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

APPROVED by the Development Services Department of the City of San Diego on January 25, 2017 and CM-6667.

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

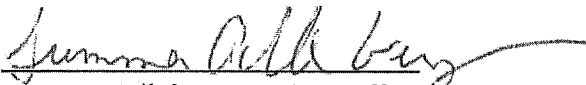


Helene Deisher
Development Project Manager

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

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

City of San Diego Public Utilities Department
Owner/Permittee

By 
Summer Adleberg, Project Officer I
City of San Diego, Public Utilities Department

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

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 March 13, 2017 before me, Rose Marie White Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sumner Noel Addeberg
Name(s) of Signer(s)
Helene Deisher

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 Rose Marie White
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

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ORIGINAL

DEVELOPMENT SERVICES RESOLUTION NO. CM-6667
SITE DEVELOPMENT PERMIT NO. 1790206

LAKE HODGES RESERVOIR HYPOLIMNETIC SYSTEM (HOS) PROJECT NO. 459570 [MMRP]

WHEREAS, the CITY OF SAN DIEGO PUBLIC UTILITIES DEPARTMENT, Owner/Permittee, filed an application with the City of San Diego for a permit for the installation and operation of an oxygen supply and delivery system, coupled with a hypolimnetic oxygenation speece cone diffuser system to improve water quality by managing and controlling excessive algal productivity. The project includes the demolition of the existing reservoir keepers' residence, construction of a concrete slab and equipment foundation, and installation of associated equipment to support the HOS operation. Including the installation of all piping and materials for all systems, including an oxygen supply facility and foundation, oxygen supply piping and appurtenances, controls, scada system, electrical power, in-lake submersible pump, speece cone, diffuser components, and a driveway capable of supporting 80,000 lbs with adequate turning radius for a 65 foot semi-truck to maneuver in and out of the liquid oxygen (LOX) supply facility (as described in and by reference to the approved Exhibits "A" and corresponding conditions of approval for the associated Permit No. 1790206.

WHEREAS, the project site is located within City-owned open space adjacent to Hodges Reservoir in the San Dieguito Hydrologic Unit in San Diego County, California, within areas excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997).

WHEREAS, on January 25, 2017, the Development Services Department of the City of San Diego considered Site Development Permit No. 1790206 pursuant to the Land Development Code of the City of San Diego;

NOW, THEREFORE, BE IT RESOLVED by the Development Services Department of the City of San Diego as follows:

That the Development Services Department adopts the following written Findings, dated January 25, 2017.

FINDINGS:

(a) Findings for all Site Development Permits Section 126.0504

1. The proposed development will not adversely affect the applicable land use plan. The proposed project occurs within The Hodges Reservoir/San Pasqual Valley Cornerstone Lands core area. However, all impacts will occur within 300 feet

horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997). Additionally, as specified in the MSCP Subarea Plan, water quality improvement projects, are considered a compatible use within the MHPA.

The project site is primarily within an existing development footprint. The project site is located in an open space area. The project is consistent with the City's General Plan, City's Land Development Manual Biological and Historical Guidelines; and the MSCP Subarea Plan. The site is designated as Open Space and zoned A-1-1 (Agricultural—General) and within an area excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997). Therefore, it will not adversely affect the applicable land use plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare. Hodges Reservoir is an important part of the San Diego County Water Authority Emergency Storage Projects and is needed to increase the ability to deliver water within San Diego County during this significant water supply shortage. The dominant and overarching beneficial use of Hodges Reservoir is as source of drinking water supply to the San Dieguito Water District/Santa Fe Irrigation District.

Improvements to water quality in Hodges Reservoir are necessary in order to supply additional usable resource of local water for the City to deliver to its water treatment plants. The Water Quality Control Plan for the San Diego Region (9), commonly known as the Basin Plan, lists ten beneficial uses for Hodges Reservoir: Municipal and Domestic Supply; Agricultural Supply; Industrial Service Supply; Industrial Process Supply; Contact Water Recreation; Warm Fresh Water Habitat; Cold Freshwater Habitat; Wildlife Habitat; and Rare, Threatened or Endangered Species. The highest priority beneficial use of Hodges Reservoir is drinking source water supply.

The Regional Water Quality Control Board, 2008 Clean Water Act Sections 305(b) and 303(d) Integrated Report states that Hodges Reservoir currently does not meet water quality objectives for the following five parameters: pH, manganese, turbidity, nitrogen, and phosphorous. This assessment means that one or more of the reservoirs beneficial uses are no longer supported. High algal productivity in the reservoir is fueled by excessive loading of nutrients; specifically, nitrogen and phosphorous. Nutrient loading may be external (surface water runoff into the reservoir] or internal [release of nutrients from sediment to the water column, on an annual cycle). At Hodges Reservoir internal nutrient loading is about ten times greater than external

loading. In deep water areas of the reservoir, decomposition of biomass results in anoxic conditions. Internal nutrient loading results when the deep water of the reservoir goes through an annual cycle of anoxic conditions followed by a period of well-oxygenated deep water. Under anoxic conditions nitrogen and phosphorous accumulate in lake bottom sediments, and then are released when the sediment-water interface is well-oxygenated.

Under anoxic conditions at the deep sediment-water interface, sulfate-reducing bacteria mediate the methylation of mercury, converting naturally occurring elemental mercury into a form that is bioavailable. The methylmercury is then bioaccumulated up through the food chain from micro-organisms to small fish to larger fish, ultimately posing a risk of toxicity to wildlife and humans at the top of the food chain.

The proposed project is a water quality improvement project which will result in a beneficial impact on the public's health, safety, and welfare. For all construction activities appropriate best management practices (BMP's) will be utilized to further protect areas adjacent to the work area from further damage and threat to life and property. Therefore, this project will not have a detrimental impact to the public health, safety, and welfare.

3. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code. The project consists of demolition abandoned reservoir keeper (RK) residence; construction of a liquid oxygen (LOX) supply facility within the RK disturbed footprint; construction of a trench for oxygen and electrical line approximately 327 feet long, 10 feet wide and 5 feet deep; and an in-water hypolimnetic oxygenation speece (HOS) cone diffuser system. The project complies with the applicable regulations of the Land Development Code (LDC). The Lake Hodges HOS Project will comply with all mitigation in the Mitigated Negative Declaration (MND) prepared for this project, and all impacted vegetation will be replaced pursuant to the associated revegetation/erosion control plan which was prepared specifically for this project in accordance with the City's Land Development Manual Biological Guidelines.

Fire - The proposed project will implement Brush Management in accordance with the National Fire Protection Association 55: Compressed Gas and Cryogenic Fluids Code. The proposed project will implement a 50-foot fire buffer around the onshore facility per the Minimum Separation Distance between Bulk Liquid Oxygen System and Exposure Hazards. The fire buffer will consist of a decomposed granite driveway and

will not require regular maintenance. No removal of native vegetation will be required for Brush Management. Brush Management will meet or exceed those requirements set forth in the City's Land Development Landscape Standards for Brush Management.

Biology/Open Spaces – A trench for oxygen and electrical approximately 327 feet long, 10 feet wide and 5 feet deep which will connect on-shore facility to in-water facility. The proposed trench would result in temporary, direct impacts on 3,270 square feet (0.075 acres) of disturbed Diegan coastal sage scrub habitat. A Revegetation Plan will be developed and all temporary impacts will be revegetated in accordance with the City's Biological Guidelines.

The proposed project would not result in direct, permanent or temporary impacts (adverse effect) in open water habitat. A 3,032 square foot (0.070 acre) rock drain blanket and two conduit pipes would be placed at the bottom of Hodges Reservoir; however, these activities will not result in the net loss of aquatic resources function or services. It is anticipated that construction of these in-water components will cause temporary displacement of accumulated sludge/muck; however, this sediment will be removed off site. Replacement of the sludge/muck with a rock drain blanket would not reduce habitat for wildlife; including invertebrates and micro biota. The rock drain blanket will not replace any amount of WOUS with dry land or result in any measurable change in elevation of lake bottom. Therefore, the proposed development will comply with the regulations of the Land Development Code.

(b) Supplemental Findings--Environmentally Sensitive Lands

1. The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands. The HOS project location and design was selected to minimize the amount of impact on Environmentally Sensitive Lands (ESL) by 1) using existing disturbed and developed area (RK footprint) for on-shore construction, 2) confining the total trench impact area to a ten-foot width, and 3) limiting the staging area to previously disturbed areas.

While the project will require the excavation of a new trench that will extend into disturbed-DCSS, storm water BMP's will be used during and after construction to prevent erosion of soils, thereby minimizing the amount of sediment that could be carried into adjacent ESL by rainwater.

The project will also revegetate the areas impacted by construction to protect the slope after construction by holding soils down and thereby preventing the future erosion of soils that could otherwise flow into adjacent ESL.

Further, all vegetation removal and house demolition activities will occur outside the bird nesting season (September 15- January 31). In the event that other construction activities (i.e., in-water work and/or construction of the on-shore facility) for the project occurs during the avian breeding season (which runs from February 1 through September 15), an avoidance program will be implemented at the direction of a qualified biologist to maintain noise levels to acceptable levels to minimize the disturbance of any nearby avian breeding.

Therefore, the site is suitable for a Lake Hodges HOS; and, given the 0.075 acre impact to sensitive habitats, and the project avoidance measures, the project will result in a minimum amount of disturbance to ESL.

2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards. Construction of the project will require digging a trench down a slope to install the new electrical line that connects the on-shore facility to the in-water facility; but the project will use storm water BMP's as recommended in a Water Pollution Control Plan, the trench will be filled back in, and the disturbed soils will be revegetated upon the completion of construction.

The City of San Diego Seismic Safety Maps indicate the project is located in Hazard Category 52 and 53. The onshore facility is located within Hazard Category 53 which is defined as level or sloping terrain, unfavorable geological structure, low to moderate risk. Even though the onshore portion of the project is located in an unfavorable geological structure area it is low to moderate risk for the potential to result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. Furthermore, the project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. The in-water portion of the project is located within Hazard Category 52, which is defined as level areas, gently sloping to steep terrain, favorable geologic structure, and low risk, impacts in this area would be less than significant.

The proposed project will implement Brush Management in accordance with the National Fire Protection Association 55: Compressed Gas and Cryogenic Fluids Code. The proposed project will implement a 50-foot fire buffer per the Minimum Separation Distance Between Bulk Liquid Oxygen System and Exposure Hazards. The fire buffer will consist of a decomposed granite driveway and will not require regular maintenance. Invasive species colonizing the project area could alter the conditions for

wildfire. To prevent this, all impacted areas would be revegetated following construction using native species compatible with the surrounding habitat. Monitoring and management of the revegetation areas would occur for 25 months following implementation to ensure survival of the native plants following success criteria identified in the habitat revegetation plan, and to prevent the establishment of non-native invasive species. These measures will ensure that the natural slope is maintained during the project construction and revegetation processes will protect the slope from future erosion. The revegetation will not alter any brush management zones around any inhabitable structures, so the project will not affect the area's fire hazard level.

Given these project features and avoidance measures, this development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards.

3. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands. The HOS project location and design was selected to minimize the amount of impact on Environmentally Sensitive Lands (ESL) by 1) using existing disturbed and developed area (RK footprint) for on-shore construction, 2) confining the total trench impact area to a ten-foot width, and 3) limiting the staging area to previously disturbed areas.

While the project will require the excavation of a new trench that will extend into disturbed-DCSS, storm water BMP's will be used during and after construction to prevent erosion of soils, thereby minimizing the amount of sediment that could be carried into adjacent ESL by rainwater. The project will also revegetate the areas impacted by construction to protect the slope after construction by holding soils down and thereby preventing the future erosion of soils that could otherwise flow into adjacent ESL.

Further, all vegetation removal and house demolition activities will occur outside the bird nesting season (September 15- January 31). In the event that other construction activities (i.e., in-water work and/or construction of the on-shore facility) for the project occurs during the avian breeding season (which runs from February 1 through September 15), an avoidance program will be implemented at the direction of a qualified biologist to maintain noise levels to acceptable levels to minimize the disturbance of any nearby avian breeding.

The site is suitable for a Lake Hodges HOS; and, given that the impact on ESL is 0.075 acre and is below the City 0.1 acre threshold of significance to the California Environmental Quality Act (CEQA), thus the impact is categorized as less than significant for the purpose of CEQA analysis.

Therefore, the proposed project will be sited and designed to prevent adverse impacts on any adjacent ESL.

4. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan. The proposed project occurs within The Hodges Reservoir/San Pasqual Valley Cornerstone Lands core area. However, all impacts on ESL will occur within 300 feet horizontally from the high water level of the water elevation of the spillway and within the existing footprint of the employee residence. These areas are considered to be excluded from the MHPA as a part of the City's reservoir management program (City of San Diego 1997). Additionally, as specified in the MSCP Subarea Plan, water quality improvement projects, are considered a compatible use within the MHPA.

The City requires that new projects within the MHPA comply with the Subarea Plan MHPA Land Use Adjacency Guidelines. The following is a list of the applicable guidelines in italics, with each followed by the explanation of how the project complies with that guideline.

Drainage:

All new and proposed parking lots and developed areas in and adjacent to the preserve must not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials and other elements that might degrade or harm the natural environment or ecosystem processes within the MHPA. This can be accomplished using a variety of methods including natural detention basins, grass swales or mechanical trapping devices. These systems should be maintained approximately once a year, or as often as 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.

The proposed project involves creating an on-shore facility, underground pipe, and in-water structure. No materials used in the construction will be toxic, and all fueling, repair, and maintenance of construction equipment will take place outside of the drainages and outside of the MHPA. Construction Best Management Practices (BMP's) will be followed to prevent the release or discharge of toxins/sediments.

Lighting:

Lighting of all developed areas adjacent to the MHPA should be directed away from the MHPA. Where necessary, development should provide adequate shielding with non-invasive plant materials (preferably native), berming, and/or other methods to protect the MHPA and sensitive species from night lighting.

Project activities will take place during daylight hours and any temporary or permanent lighting that may be required will be shielded or directed away from sensitive habitat.

Noise:

Uses in or adjacent to the MHPA should be designed to minimize noise impacts. Berms or walls should be constructed adjacent to commercial areas, recreational areas, and any other use that may introduce noises that could impact or interfere with wildlife utilization of the MHPA. Excessively noisy uses or activities adjacent to breeding areas must incorporate noise reduction measures and be curtailed during the breeding season of sensitive species. Adequate noise reduction measures should also be incorporated for the remainder of the year.

Noise from construction or future maintenance could result in a temporary indirect impact to nearby nesting bird species, if present. On-shore construction activities will take place outside the bird nesting season, to the greatest extent practicable, to prevent indirect impacts to nesting birds. In the event that construction activities continue into the bird breeding season, a qualified biologist will conduct the appropriate surveys to ensure construction noise or activities will not impact nesting birds. All vegetation clearing, ground disturbing, and demolition activities shall be completed outside the bird breeding season - September 16 to January 31 (Breeding Season - February 1 to September 15). For all other construction activities a preconstruction bird nesting survey shall be conducted within 500 feet and no more than 72 hours prior to initiation of construction activities if work occurs during the months of February 1 to September 15. If CAGN are determined to be present; Construction noise monitoring shall be conducted 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, 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.

No noise impacts from in-water construction activities are anticipated. In-water activities will not occur within approximately 300 feet of suitable nesting bird habitat, most activities will occur under water, and all activities are anticipated to be temporary. In-water construction activities can occur at anytime.

Impacts as a result of typical operations and maintenance activities are not expected to be significant due to the minimal amount of noise and time that is required to complete maintenance activities and conduct monthly liquid oxygen deliveries.

Invasive:

No invasive non-native plant species shall be introduced into areas adjacent to the MHPA.

The proposed project will not introduce or increase the spread of non-native/invasive species into the project area or surrounding areas. All areas impacted as a result of construction will be revegetated and monitored for erosion and weeds for 25 months.

Brush Management:

New residential development located adjacent to and topographically above the MHPA (e.g., along canyon edges) must be set back from slope edges to incorporate Zone 1 brush management areas on the development pad and outside of the MHPA. Zones 2 and 3 will be combined into one zone (Zone 2) and may be located in the MHPA upon granting of an easement to the City (or other acceptable agency) except where narrow wildlife corridors require it to be located outside of the MHPA. Zone 2 will be increased by 30 feet, except in areas with a low fire hazard severity rating where no Zone 2 would be required. Brush management zones will not be greater in size that is currently required by the City's regulations. The amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done. Vegetation clearing shall be done consistent with City standards and shall avoid/minimize impacts to covered species to the maximum extent possible. For all new development, regardless of the ownership, the brush management in the Zone 2 area will be the responsibility of a homeowners association or other private party. For existing project and approved projects, the brush management zones, standards and locations, and clearing techniques will not change from those required under existing regulations.

The proposed project will implement Brush Management in accordance with the National Fire Protection Association 55: Compressed Gas and Cryogenic Fluids Code. The proposed project will implement a 50-foot fire buffer per the Minimum Separation Distance Between Bulk Liquid Oxygen System and Exposure Hazards. The fire buffer will consist of a decomposed granite driveway and will not require regular maintenance.

5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply. The proposed project is located approximately 14.8 miles from the nearest beach and sand shoreline. The project includes both revegetation and erosion control plans to address any potential erosional impacts, and will prevent further erosion from a currently eroding slope. Therefore, the project does not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

6. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development. The proposed project would result in direct impacts to 0.075 acre Diegan coastal sage scrub (Tier II upland habitat), and 0.100 urban developed (Tier IV upland habitat). The proposed project would impact less than 0.1-acre Tier II habitat. Based on the City's Significance Determination Guidelines under CEQA, impacts totaling less than 0.1 acre of Tiers I-III B habitats and would not be considered significant under CEQA and thus would not require mitigation. Based on the City of San Diego CEQA Significance Determination Thresholds, revised version (2011), impacts total less than 0.1-acre to Tiers I-III B, upland habitats would not be considered significant under CEQA and thus would not require mitigation. No mitigation is required for Tier IV habitats (disturbed/developed land).

The project includes excavation, but any disturbed soil will be revegetated in accordance with the City's Biology Guidelines and Landscape Regulations. Habitat restoration will feature native species that are typical of the area, and erosion control features will include storm water BMP's such as silt fence and straw fiber rolls.

Noise from construction or future maintenance could result in a temporary indirect impact to nearby nesting bird species, if present. On-shore construction activities will take place outside the bird nesting season, to the greatest extent practicable, to prevent indirect impacts to nesting birds. In the event that construction activities continue into the bird breeding season, a qualified biologist will conduct the appropriate surveys to ensure construction noise or activities will not impact nesting birds. All vegetation clearing, ground disturbing, and demolition activities shall be completed outside the bird breeding season - September 16 to January 31 (Breeding Season - February 1 to September 15). For all other construction activities a preconstruction bird nesting survey shall be conducted within 500 feet and no more than 72 hours prior to initiation of construction activities if work occurs during the months of February 1 to September 15. If CAGN are determined to be present; Construction noise monitoring shall be

conducted 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, 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.

Therefore the nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Site Development Permit No. 1790206 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 1790206, a copy of which is attached hereto and made a part hereof.



Helene Deisher
Development Project Manager
Development Services

Adopted on: January 25, 2017

WBS#: B-15195.02.06

LAKE HODGES RESERVOIR HYPOLIMNETIC OXYGENATION SYSTEM (HOS)

PROJECT NO. 459570

MITIGATED NEGATIVE DECLARATION (SCH No. 2016081072) AND MMRP

ADOPTED ON JANUARY 24, 2017

WHEREAS, on November 20, 2014 the Public Utilities Department submitted an application to the Development Services Department for the Lake Hodges Reservoir Hypolimnetic Oxygenation System (HOS) Project (PROJECT); and

WHEREAS, the matter was considered without a public hearing by the Director of the Planning Department as designated by the City Manager of the City of San Diego; and

WHEREAS, the issue was heard by the Director of the Planning Department as designated by the City Manager on January 24, 2017; and

WHEREAS, the Director of the Planning Department as designated by the City Manager considered the issues discussed in Mitigated Negative Declaration No. 459570 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Director of the Planning 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 Planning Department as designated by the City Manager in connection with the approval of the Project.

BE IT FURTHER RESOLVED, that the Director of the Planning Department as designated by the City Manager 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.

ORIGINAL

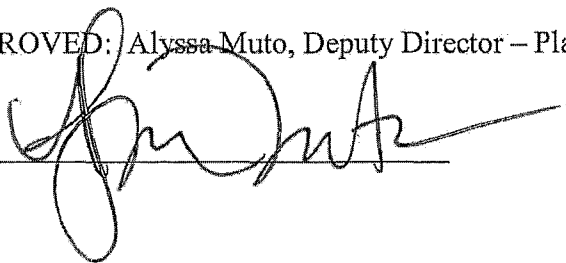
BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Director of the Planning Department as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project as required by the Director of the Planning Department as designated by the City Manager 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 PLANNING DEPARTMENT, 1010 SECOND AVENUE, SUITE 1200, EAST TOWER, MS 413, SAN DIEGO, CA 92101.

BE IT FURTHER RESOLVED, that PLANNING DEPARTMENT STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Alyssa Muto, Deputy Director – Planning Department

By:



Date: January 24, 2017

ATTACHMENT: Exhibit A, Mitigation Monitoring and Reporting Program

ATTACHMENT A
MITIGATION, MONITORING, AND REPORTING PROGRAM
LAKE HODGES RESERVOIR HYPOLIMNETIC OXYGENATION SYSTEM (HOS)
PROJECT NO. 459570/SCH NO. 2016081072

This Mitigation Monitoring and Reporting Program is designed to ensure compliance with AB 3180 (1989) 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. The Public Utilities Department and the City of San Diego Development Services Department are jointly responsible for ensuring that this program is carried out.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to issuance of any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Public Works Department Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of the project(s) are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website: <http://www.sandiego.gov/development-services/industry/standtemp.shtml>
4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

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

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

*Archaeological Consultant/Monitor, Native American Consultant/Monitor,
Biological Consultant/Monitor*

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

CONTACT INFORMATION:

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

2. **MMRP COMPLIANCE:** This Project (No. 459570) shall conform to the mitigation requirements contained in the associated Construction Plans and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc.)

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

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

*1602 Fish & Wildlife Code - Streambed Alteration Agreement
Clean Water Act - Section 404 Permit
Clean Water Act - Section 401 Permit*

4. **MONITORING EXHIBITS.** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

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

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Approvals/Notes</i>
General	Monitor Qualification Letter	Prior to Construction
General	Monitoring Exhibit	Prior to Construction
Biology	Gnatcatcher Survey Report	Prior to Construction
Biology	Monitoring Reports	During/Post Construction
Biology	Final Monitoring Report	Final MMRP Inspection
Archaeology	Archaeology Reports	Archaeology Site Observation

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCE PROTECTION

The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Regulation (ESL), project permit conditions; California Environmental Quality Act (CEQA); Endangered Species Act (ESA); and/or other local, state or federal requirements.

I. Pre-construction - Post Plan check

The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in D. above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City MMC.

- A. Avian Protection Requirements** - To avoid any direct impacts to sensitive, MSCP-Covered, listed, threatened, or endangered species, or species in the list of raptors provided on Page 12 of the Biology Guidelines, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the established breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City MMC for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.
- B. Noise** - Due to the site's location within the MHPA and Cornerstone Lands where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the California Gnatcatcher (3/1-8/15). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as further described below for the coastal California gnatcatcher:

COASTAL CALIFORNIA GNATCATCHER (Federally Threatened)

Prior to the issuance of any grading permit (FOR PUBLIC UTILITY PROJECTS: prior to the preconstruction meeting), the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

No 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. Qualified biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the coastal California gnatcatcher. Surveys for the coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the U.S. fish and wildlife service within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:
 - I. 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
 - II. 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
 - III. 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:

I. 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.

If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

C. **Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.

D. **Education** - Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

- A. **Monitoring**- All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. Wildlife ladders for reptiles and small mammals, as appropriate, will be provided as a measure to prevent entrapment of these species in the construction trenches. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law.
- C. The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc). If active

nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City MMC within 30 days of construction completion.

LAND USE (MSCP/MHPA -LAND USE ADJACENCY GUIDELINES)

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

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on- site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactive to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.

Noise – See specific mitigation identified above for the coastal California gnatcatcher under Biology

HISTORICAL (ARCHAEOLOGICAL) AND TRIBAL CULTURAL RESOURCES

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 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 (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 Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

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

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

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

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

C. If Human Remains ARE determined to be Native American

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

and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

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

VI. Post Construction

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

b. Recording Sites with State of California Department of Parks and Recreation

The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.

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

MM-HIST 2 (PALEONTOLOGICAL RESOURCES)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
 1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
 - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

- (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the 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.

ATTACHMENT F
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ATTACHMENT G

EVALUATION AND SELECTION

ATTACHMENT G

EVALUATION AND SELECTION

Proposals will be ranked according to the criteria described below:

1. Addenda to this RFP – Pass / Fail

- 1.1. The Proposer shall acknowledge each addendum issued in connection with this RFP, by listing all issued addenda on an Addenda Acknowledgement sheet to be submitted with the Proposal. Failure to acknowledge all issued addenda may result in the Proposal being considered **non-responsive** and ineligible for further consideration.
- 1.2. Including copies of addenda with the Proposal shall not constitute acknowledgement of issued addenda.

2. Proposer Exceptions to this RFP – Pass / Fail

- 2.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

3. Summary of Proposal (5 Points Max)

- 3.1. Each Proposer must submit a one to two page summary of its Proposal.

4. Project Team (5 Points Max)

- 4.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 5.1.1 Civil
 - 5.1.2 Mechanical
 - 5.1.3 Electrical
 - 5.1.4 Instrumentation and Controls
 - 5.1.5 Environmental
 - 5.1.6 Corrosion
 - 5.1.7 Survey
 - 5.1.8 Diving

5. Technical Approach and Design Concept (30 Points Max)

- 5.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- 5.1.1. The City will select a Proposer that will offer the best value for the design and construction of a hypolimnetic oxygenation system per the scope in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.

6. Construction Plan (35 Points Max)

- 6.1. Describe the proposed construction plan for this Project, including the following, at a minimum:

- 6.1.1. Construction approach and methods
- 6.1.2. General plan for functional testing and start-up.
- 6.1.3. Proposed safety program
- 6.1.4. Proposed emergency response plan
- 6.1.5. Proposed construction schedule
- 6.1.6. Traffic Control Management
- 6.1.7. Community Impact

7. Equal Employment and Contracting Opportunity (25 Points Max)

- 7.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 7.2. Subcontractor Documentation
- 7.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14% participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
In no case the points shall exceed 25.		

TOTAL POINTS: 100

8. Review of Technical Proposal

8.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

9. Final Selection Based on Weighted Criteria

9.1. Based on the Design-Builders' Proposals, and using the Project's Evaluation Criteria, the Panel will continue to rank the Design-Builder's Proposals by determining an overall score which shall be calculated as follows:

9.2. A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1 - \frac{(\text{Contract Price} - \text{Lowest Contract Price})}{(\text{Lowest Contract Price})} \right) \times \text{Max Pts} = \text{Pts Rcvd}$$

9.3. A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.

9.4. The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.

9.5. For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive $(1 - ((105-100)/100) \times 80 = 76$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	\$105	76.00	93.00
B	88.00	17.60	\$130	56.00	73.60
C	50.00	14.60	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H

PRICE PROPOSAL FORMS (COST ESTIMATE)

PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Hodges Reservoir Oxygenation System**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	 	\$ 31,689.00
2	541330	Engineering and Design Services	1	D	LS	 	\$ 305,740.00
3	236220	Field Construction	1		LS	 	\$ 3,179,990.00
4		City Contingency (EOC Type II)	1		AL	 	\$450,000.00
5	541330	Water Pollution Control Program Development (WPCP)	1		LS	 	\$ 13,000.00
6	237990	Water Pollution Control Program Implementation (WPCP)	1		LS	 	\$ 10,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE):							\$ 3,990,419.00

* Design Element (For City Use)

Total Price For Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Three million, nine-hundred ninety thousand, four-hundred nineteen dollars

Design-Builder: Ballard Marine Construction, Inc. - Shilo Hutton

Title: Vice-President

Signature: 

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

Jesse Hutton - President

Shilo Hutton - Vice President

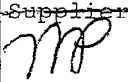
IMPORTANT NOTICE: If Design-Builder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Design-Builder or other interested person is an individual, state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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the base proposal alone.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone or for the Base Proposal plus one or more alternates.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal **non-responsive** and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

**DESIGN-BUILD LIST OF SUBCONTRACTORS
 TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100. of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any 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: <u>Art Anderson Associates</u> Address: <u>202 Pacific Ave</u> City: <u>Bremerton</u> State: <u>WA</u> Zip: <u>98312</u> Phone: <u>(360) 479-5600</u> Email: <u>nanderson@artanderson.com</u>	Designer		Design	\$195,000	SVB	WA	
Name: <u>Western Dirt</u> Address: <u>970 W Valley Pkwy #661</u> City: <u>Escondido</u> State: <u>CA</u> Zip: <u>92025</u> Phone: <u>(858) 748-0009</u> Email: <u>westerndirt@att.net</u>	Constructor, Supplier 	945232	Civil	\$174,840	ELBE	City	

ⓐ As appropriate, Design-Builder 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, Design-Builder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD LIST OF SUBCONTRACTORS
****TO BE INCLUDED IN THE PRICE PROPOSAL ONLY****

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any 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: <u>Service Electrical Sys</u> Address: <u>157 Palm Ave</u> City: <u>Imperial Beach</u> State: <u>CA</u> Zip: <u>91932</u> Phone: <u>(858) 748-8478</u> Email: <u>buescherelectric@gmail.com</u>	Constructor	C10-917219	Electrical	\$357,672	ELBE	City	
Name: <u>Electronic & Telecom Systems</u> Address: <u>5713 Desert View Dr.</u> City: <u>La Jolla</u> State: <u>CA</u> Zip: <u>92037</u> Phone: <u>(858) 230-6444</u> Email: <u>scabaj@etssys.com</u>	Constructor	C10-1015702	Electrical/ SCADA	\$37,250	MBE, DBE, SLBE	City	

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

**DESIGN-BUILD LIST OF SUBCONTRACTORS
 TO BE INCLUDED IN THE PRICE PROPOSAL ONLY**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any 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: <u>Allied Geotechnical</u> Address: <u>9500 Cuyamaca St, Suite 102</u> City: <u>Santee</u> State: <u>CA</u> Zip: <u>92071</u> Phone: <u>(619) 449-5900</u> Email: <u>tj_liem@alliedgeo.org</u>	<i>Constructor</i> <i>DESIGNER</i> <i>MP</i>	<u>945232</u> <i>N/A</i> <i>MP</i>	Civil	\$48,000	SLBE #12WD0597	City	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| 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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Part 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

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®	WHERE CERTIFIED®
Name: <u>JEB Sand & Gravel</u> Address: <u>5323 Camino Jasmine</u> City: <u>Bonsall</u> State: <u>CA</u> Zip: <u>92003</u> Phone: <u>(760) 432-9319</u> Email: <u>info@jebseq.com</u>	Materials	\$29,680	Y	Y	SBE	CADoGS
Name: <u>ECO Oxygen Technologies, LLC</u> Address: <u>3939 Priority Way South Dr Ste 200</u> City: <u>Indianapolis</u> State: <u>IN</u> Zip: <u>46240</u> Phone: <u>(317) 706-6484</u> Email: <u>dclidence@eco2tech.com</u>	Materials	\$820,600	Y	Y		

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

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

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST TO BE INCLUDED IN THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Part 10 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

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 [ⓐ]	WHERE CERTIFIED [ⓑ]
Name: <u>Gantzer Water Resources Engineering, LLC</u> Address: <u>14816 119th PL</u> City: <u>Kirkland</u> State: <u>WA</u> Zip: <u>98034</u> Phone: <u>(206) 999-1878</u> Email: <u>paul.gantzer@gmail.com</u>	Materials	\$29,680	Y	Y	SBE	CADoGS
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
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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, Design-Builder shall indicate if Vendor/Supplier is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
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 Design-Builder will not receive any subcontracting participation percentages if the Design-Builder fails to submit the required proof of certification.

ATTACHMENT I
CERTIFICATION AND FORMS

CERTIFICATIONS AND FORMS

The Bidder / Proposer, by submitting its electronic bid or proposal, 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 submission are true and correct.

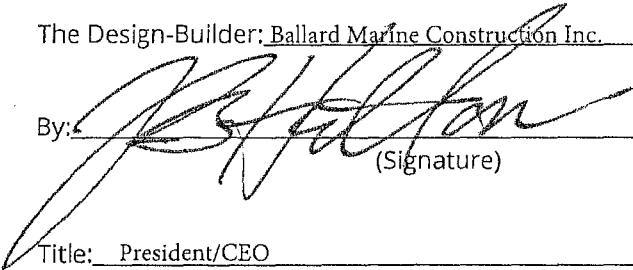
DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Hodges Reservoir Oxygenation System Design – Build Contract**.
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: October 5, 2017

The Design-Builder: Ballard Marine Construction Inc.

By:  _____

(Signature)

Title: President/CEO

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to the "Request for Proposal", 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 proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal 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, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

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

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

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

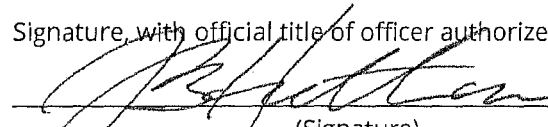
Full Name and Character of partner

- (4) Place of Business (Street & Number) _____
- (5) City and State _____ Zip Code _____
- (6) Telephone No. _____ Facsimile No. _____
- (7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted Ballard Marine Construction Inc.

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



(Signature)

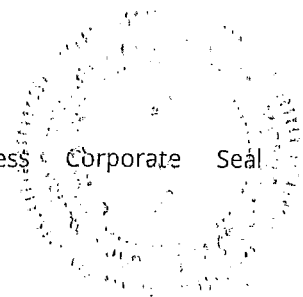
Jesse Hutton

(Printed Name)

President/CEO

(Title of Officer)

(Impress Corporate Seal Here)



(3) Incorporated under the laws of the State of _____
(4) Place of Business (Street & Number) 727 S 27th Street
(5) City and State Washougal, WA Zip Code 98671
(6) Telephone No. 360.695.5163 Facsimile No. _____
(7) Email Address jesse.hutton@ballardmc.com

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "Request for Proposal", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A

LICENSE NO. 937534 EXPIRES 09/30/2019

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____
100012618

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

TAX IDENTIFICATION NUMBER (TIN): [REDACTED]

E-Mail Address: melissa.philpott@ballardmc.com

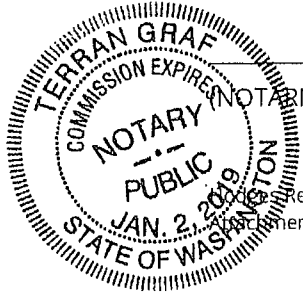
THIS PROPOSAL MUST BE NOTARIZED BELOW:

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

Signature [Signature] Title CEO

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 5th DAY OF October, 2017

Notary Public in and for the County of Clark, State of Washington



Terran Graf

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Ballard Marine Construction, Inc., a corporation, as principal, and
Travelers Casualty and Surety Company of America, 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 Nine Hundred Ninety Thousand Four Hundred
Nineteen and no/100ths Dollars (\$3,990,419.00) for the faithful performance of the
annexed contract, and in the sum of Three Million Nine Hundred Ninety Thousand for the
Four Hundred Nineteen and no/100ths Dollars (\$3,990,419.00)
benefit of laborers and materialmen designated below.

Conditions:

If the Principal shall faithfully perform the annexed contract **Hodges Reservoir
Oxygenation System**, RFP number **K-18-6389-DB1-3-A**, 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.

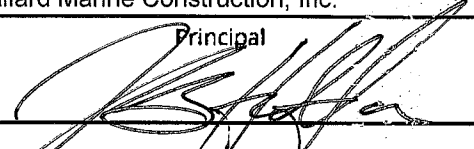
Changes in the terms of the annexed contract or specifications accompanying same or
referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby
waives notice of same.

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

Dated 11/20/2017

Approved as to Form

Ballard Marine Construction, Inc.

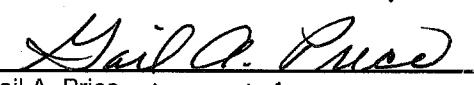
Principal
By 

Jesse Hutton, Vice President
Printed Name of Person Signing for Principal

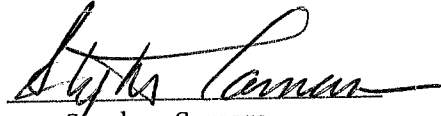
Mara W. Elliott, City Attorney

By 
Deputy City Attorney

Travelers Casualty and Surety Company of America
Surety

By 
Gail A. Price, Attorney-in-fact

Approved:

By: 
Stephen Samara
Principal Contract Specialist
Public Works Department

1201 SW 12th Ave., #500
Local Address of Surety

Portland, OR 97205
Local Address (City, State) of Surety

503-224-2500
Local Telephone No. of Surety

Premium \$ 29,310.00

Bond No. 106797839



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231090

Certificate No. 007265757

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gloria Bruning, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Brent Olson, Joel Dietzman, Tami Jones, Karen A. Pierce, Christopher Reburn, and Gail A. Price

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 12th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancey, Senior Vice President

On this the 12th day of June, 2017, before me personally appeared Robert L. Rancey, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of November, 20 17.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

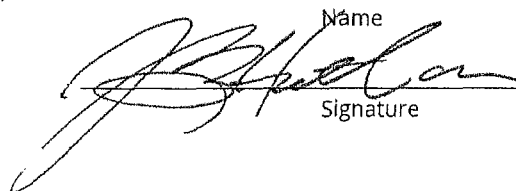
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: Ballard Marine Construction Inc.

Certified By Jesse Hutton Title President/CEO


 Name _____
 Signature _____

Date October 5, 2017

USE ADDITIONAL FORMS AS NECESSARY



BALLARD

MARINE CONSTRUCTION

October 5, 2017

City of San Diego
Public Works Contracts
1010 Second Avenue, 14th Floor, MS 614C
San Diego, CA 92101

Subject: Written confirmation of no discrimination complaints

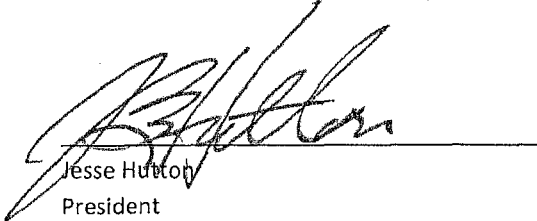
To Whom It Concerns:

Ballard Marine Construction is a Special Services Contractor that has been conducting business with employees and subcontractors for more than 15 years. During that time, Ballard has employed both a union and non-union workforce, and has entered into subcontracts with a variety of different specialty subcontractors including ROV, Piledriving, Crane Services and more. In all of its years in business, Ballard has strived to uphold the highest possible ethics and values.


This letter is submitted as Ballard's written statement confirming that there have been no complaints of discrimination by any employee, past employee, subcontractor, or consultant in the past 10 years and more.

Respectfully Submitted,

BALLARD MARINE CONSTRUCTION, LLC



Jesse Hutton
President



Shilo Hutton
Vice President

ATTACHMENT J

DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this 20th day of November, 2017, by and between The City of San Diego [City], a municipal corporation, and **Ballard Marine Construction, Inc.** [Design-Builder], for the purpose of designing and constructing the **Hodges Reservoir Oxygenation System** in the amount of **Three Million Nine Hundred Ninety Thousand Four Hundred Nineteen Dollars and Zero Cents (\$3,990,419.00)**. The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-18-6389-DB1-3-A, Hodges Reservoir Oxygenation System**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

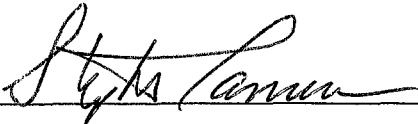
AGREEMENT

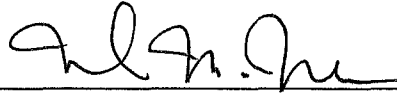
- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 


Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Mark A. Vlera
Deputy City Attorney

Date: 1-25-2018

Date: 1/29/18

CONTRACTOR

By 

Print Name: Jesse Hutton

Title: Vice President

Date: 11/20/2017

City of San Diego License No.: B2017000384

State Contractor's License No.: 937534

City of San Diego

CITY CONTACT: Michelle Muñoz, Contract Specialist, Email: MichelleM@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM 1

PROPOSAL DOCUMENTS



FOR

HODGES RESERVOIR OXYGENATION SYSTEM

RFP NO.: K-18-6389-DB1-3-A
SAP NO. (WBS/IO/CC): B-15195
CLIENT DEPARTMENT: 2013
COUNCIL DISTRICT: Citywide
PROJECT TYPE: BK

PROPOSALS DUE:

**12:00 NOON
OCTOBER 12, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the RFP are hereby made effective as though originally issued with the RFP. The Design-Builders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Will this project require a bid bond?

A1. No.

Q2. Will the permits obtained by the City cover the geotechnical investigations during the design phase? Will permits will be required for geotechnical investigations?

A2. Yes. All geotechnical borings must be within the permitted work limits.

C. CHANGES TO THE REQUEST FOR PROPOSALS

1. To Attachment J, Design-Build Agreement, pages 245 and 246, **DELETE** in their entirety and **SUBSTITUTE** with pages 3 and 4 of this Addendum.

James Nagelvoort
Public Works Department

Dated: *October 3, 2017*
San Diego, California

JN/AR/egz

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ___ day of __, 20XX, by and between The City of San Diego [City], a municipal corporation, and **INSERT NAME OF DB FIRM** [Design-Builder], for the purpose of designing and constructing the **Hodges Reservoir Oxygenation System** (Project) in the amount of _____ (\$ _____). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-18-6389-DB1-3-A, Hodges Reservoir Oxygenation System**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds, Agreement and Supplemental Agreements, and the attached Proposal included in the Proposal documents by the Contractor are incorporated into the Contract by this reference.
- D. Contract Documents. This Contract incorporates the 2015 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2015 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 2-5.2 of The WHITEBOOK and shall follow that order of precedence.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

By _____

Print Name: _____
Mayor or designee

Print Name: _____
Deputy City Attorney

Date: _____

Date: _____

CONTRACTOR

By _____

Print Name: _____

Title: _____

Date: _____

City of San Diego License No.: _____

State Contractor's License No.: _____