

City of San Diego

CONTRACTOR'S NAME: BURTECH PIPELINE INCORPORATED
ADDRESS: 102 Second Street, Encinitas, CA 92024
TELEPHONE NO.: (760) 634-2822 FAX NO.: _____
CITY CONTACT: Contract Specialist, Juan E. Espindola Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
E. Lotfi / A. Rekani / mdw

BIDDING DOCUMENTS



FOR

SEWER AND AC WATER GROUP 697A

BID NO.: K-19-1757-DBB-3
SAP NO. (WBS/IO/CC): B-00346, B-15207
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 3, 8
PROJECT TYPE: JA, KB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM

OCTOBER 10, 2018

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

525 B STREET, SUITE 750, MS 908A

SAN DIEGO, CA 92101

ENGINEER OF WORK

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

Bose
For City Engineer

8/27/18
Date

Seal:



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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sewer and AC Water Group 697A**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,420,000**.
4. **BID DUE DATE AND TIME ARE: October 10, 2018 at 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.2%
2. ELBE participation	13.1%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - 7.2.2. Submit Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Days of the Bid opening if the overall mandatory participation percentage is not met.

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750, MS 908A
San Diego, California, 92101
Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- 9.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3.** 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.
- 9.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring or emulsion aggregate slurry shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 11. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix J**.
- 12. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.
- 13. ADDITIVE/DEDUCTIVE ALTERNATES:**
 - 13.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
 - 13.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

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

- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer

configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A – Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

- 4. BIDS ARE PUBLIC RECORDS:** Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 5.1.** **Prior** to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

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

- 5.2.** The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
 - 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
 - 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") 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
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

- 11. CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- 12. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- 13. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
- 14. SUBCONTRACTOR INFORMATION:**
- 14.1 LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3, "Subcontracts", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all

subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

- 14.2 LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 14.3 LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.
- 15. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-1.6, “Trade Names or Equals” in The WHITEBOOK and as amended in the SSP.
- 16. AWARD:**
- 16.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 16.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 16.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney’s Office.
- 17. SUBCONTRACT LIMITATIONS:** The Bidder’s attention is directed to Standard Specifications for Public Works Construction, Section 2-3, “SUBCONTRACTS” in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 18. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City’s website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

- 19. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 20. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 21. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 21.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 21.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 21.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 21.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 21.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 22.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 22.2.** Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 22.3.** The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 22.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 22.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 22.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 22.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 22.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

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

24. THE CONTRACT:

- 24.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified

by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

- 24.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 24.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 24.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 24.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 26. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 26.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

- 26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 26.3. The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Burtech Pipeline Incorporated, a corporation, as principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **Four Million Nine Hundred Ten Thousand Six Hundred Eighty Two Dollars and Six Cents (\$4,910,682.06)** for the faithful performance of the annexed contract, and in the sum of **Four Million Nine Hundred Ten Thousand Six Hundred Eighty Two Dollars and Six Cents (\$4,910,682.06)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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


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

Dated NOVEMBER 26, 2018

Approved as to Form

BURTECH PIPELINE, INCORPORATED

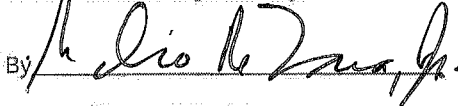
Principal

By 

DOMINIC J. BURTECH, JR., PRESIDENT

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 

Deputy City Attorney

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY

Surety

By 

SANDRA FIGUEROA, Attorney-in-fact

Approved:

By 

Stephen Samara
Principal Contract Specialist
Public Works Contracts

6 HUTTON CENTRE DRIVE, SUITE 850

Local Address of Surety

SANTA ANA, CA 92707

Local Address (City, State) of Surety

714/513-6839

Local Telephone No. of Surety

Premium \$ 31,791.00
PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 2281456

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Sewer and AC Water Group 697A consists of the installation of 8", 10", 12", 15", & 16" Sewer mains, sewer laterals, Manholes & the installation of 8" & 12" Water mains, water services, valves, fire hydrants & Markers, & Trench resurfacing, Pavement resurfacing, curb ramps.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids, and Plans numbered **38131-01-D** through **38131-21-D**, and Traffic Control Plans **38131-T01-D** through **38131-T40-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E** for Location Map.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **280 Working Days**.

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 30 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

BID NUMBER: K-19-1757-DBB-3

CONTRACT OR TASK TITLE: Sewer and AC Water Group 697A

CONTRACTOR: Burtech Pipeline Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in Phase 1 shall include, Bonds, Mobilization, Videotaping of conditions, Installation of 0.6 miles (minimum) Sewer Mains and 0.2 of (minimum) Water Mains.	Notice to Proceed	9/30/19	<u>Sewer and AC Water Group 697A</u> <u>B00346 (S) \$2,775,000.00</u> <u>B15207 (W) \$435,682.06</u>
2	Work to be completed in Phase 2 shall include the installation of the remaining 0.174 miles of Sewer Mains and 0.45 Miles Water Mains.	10/1/19	Notice of Completion	<u>Sewer and AC Water Group 697A</u> <u>B00346 (S) \$900,000.00</u> <u>B15207 (W) \$800,000.00</u>
Contract Total				\$ 4,910,682.06

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 BURTECH PIPELINE INC.

PRINT NAME: Yoftahe Ghilliamichael

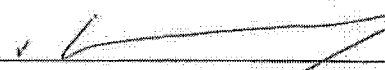
PRINT NAME: DOMINIC J. BURTECH

Construction DCE

Signature: 

Title: PRESIDENT & CEO

Date: 1/17/19

Signature: 

PRINT NAME: Sheila Bose

Date: 01/17/2019

Design DCE

Signature: 

Date: 1/17/19

ATTACHMENT C
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ATTACHMENT D
PREVAILING WAGES

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 Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (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.

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

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** 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 50% of the base Bid **AND** 50% of any alternates.

- 2-5.3.4 Supporting Information.** To the "WHITEBOOK", ADD the following:

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

ADD:

- 2-5.3.7 Contractor's Quality Control Plan (QCP).**

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration

will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval:

4. You shall establish a level of control that will:
 - a) Provide for the production and delivery of acceptable quality materials.
 - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

2-5.3.7.1 QCP Submittal.

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
 - a) Quality Control Administrator
 - b) Surface preparation and paving schedule.
 - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
 - d) Material quality control testing plan.
 - e) Documentation of quality control activities.
 - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

2-5.3.7.2 QCP Administrator.

1. You shall designate a QCP Administrator to implement the QCP.
 - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.

- b) The QCP Administrator shall ensure that the following functions are performed and documented:
 - i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
 - ii. Performance of all quality control tests as required by the Contract Documents.
 - iii. Performance of density tests for the Engineer when required.

2-5.3.7.3 Inspection Requirements.

- 1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
- 2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
 - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

2-5.3.7.4 Documentation.

- 1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
- 2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
- 3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
 - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous

quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
 - Proper storage of materials and equipment.
 - Proper operation of all equipment.
 - Adherence to plans and technical specifications.
 - Review of quality control tests.
 - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix O** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

2-5.3.7.5 Corrective Action Requirements.

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.

2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.
3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

2-5.3.7.6 Noncompliance.

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
 - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
 - b) Stop operations until appropriate corrective actions are taken.

2-5.3.7.7 Payment.

1. The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

2-5.4.2 Asset Specific Red-lines. To the "WHITEBOOK", ADD the following:

1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
 - a) Locations and depths of underground utilities.
 - b) Revisions to the routing of piping and conduits.
 - c) Actual equipment locations.
 - d) Pull Boxes.
 - e) Electrical Meter, including meter address.
 - f) Items abandoned in place.

2-9.1 Permanent Survey Markers. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

**ADD:
2-10**

AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

2-14.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of this project. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) K Street Phase II (26th St to 31st St); Wooley, Jeffrey; 858-627-3272
 - b) 28th Street UUD (Island Av Clay St); Sharifnia, Mohammadbagher; 858-573-5063
 - c) 28th St Resurfacing; Farlito Valenzuela; 619-235-1947

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) Biological Letter Report and Jurisdictional Assessment Studies dated Feb 2, 2018 by Recon.

- b) Report of Preliminary Geotechnical Investigation, dated April 1, 2016 by Twining, Inc.
- 4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/bppwbneu8jdz5ymb>

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

SECTION 3 - CHANGES IN WORK

3-3.2.3 Markup. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
- 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit
Labor	10%	10%
Material	10%	5%
Equipment	10%	5%

- 3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
- 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.

- d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

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 Working Days.

3-5.1.4 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.

3-5.1.5 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.

3-5.1.5.1 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.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

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.

- 4-1.3.5 Special Inspection.** To the "WHITEBOOK", ADD the following:
5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

- 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:
11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 - UTILITIES

- 5-1.1 General.** To the "WHITEBOOK", ADD the following:
9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.

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

- 5-6 COOPERATION.** To the "GREENBOOK", ADD the following:
1. Notify SDG&E at least 15 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- 6-1.1 Construction Schedule.** To the "WHITEBOOK", items 5, 9, 20, and 22, DELETE in their entirety and SUBSTITUTE with the following:
5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.

9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
20. The **120 Calendar Days** for the Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - 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 **Appendix D – Sample City Invoice** 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. See "Cash Flow Curve Fitting Example" at the location below:

<https://www.sandiego.gov/publicworks/edocref>

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared an **Addendum to A Mitigated Negative Declaration** for **Sewer and AC Water Group 697A**, Project No. **B-00346** and **B-15207**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to A Mitigated Negative Declaration** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

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

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

6-3.2.2.1 PAYMENT. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The full compensation for the Archaeological and Native American monitoring program and report preparation, as described in the Contract Appendices, shall be included in the Lump Sum or Linear Foot Bid item for "**Archaeological**

and Native American Monitoring Program” and shall include the payment for Work performed on laterals and other services, such as potholing and other trenching. No payment shall be made unless the qualified archaeologist is present to verify during the performance of the Work.

6-3.2.3 Paleontological Monitoring Program. To the “WHITEBOOK”, ADD the following:

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

6-3.2.3.1 PAYMENT. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The full compensation for the Paleontological monitoring program and report preparation, as described in the Contract Appendices, shall be included in the Lump Sum or Linear Foot Bid item for **“Paleontological Monitoring Program”** and shall include the payment for Work performed on laterals and other services, such as potholing and other trenching. No payment shall be made unless the qualified paleontologist is present to verify during the performance of the Work.

6-7 TIME OF COMPLETION. To the “WHITEBOOK”, ADD the following:

2. You shall complete all sewer main work, including tunneling, installation, replacement, and lining of mains, as verified by the Engineer within **180 Working Days** from the date of NTP. Complete all remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining **100 Working Days**.

6-7.1 General. To the “WHITEBOOK”, item 3, ADD the following:

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

6-8.3 Warranty. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

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.

7-3.3 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.

7-3.6 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) Caltrans Construction Encroachment Permit #11-17-NUJ-0616
 - b) Caltrans Traffic Control Permit #11-17-NUT-0663

**ADD:
7-5.3**

Payment. To the "WHITEBOOK", ADD the following:

3. The allowance bid item for "Caltrans Encroachment Permit" includes all Caltrans permit fees, Caltrans hourly inspection costs, and all costs to pull the subject permits. A copy of Caltrans permits are in **Appendix H**. The City has applied for, and obtained, the permits and the Contractor shall be responsible for pulling the permit prior to construction and supplying any construction method information to do so to Caltrans. The Contractor shall be responsible for paying permits fees prior to construction, complying with all terms of the permit, and arranging and paying for inspection as required by Caltrans. The Contractor shall provide the City's Resident Engineer with invoices of all costs associated with these permits, not included as a separate bid item. All other costs to comply with the permit shall be included in the various items of work.

**ADD:
7-6**

THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.6.5 Payment. DELETE in its entirety and SUBSTITUTE with the following:

7-8.6.5 Drinking Water Discharges Requirements.

1. All discharge related to the project of water used for testing an acceptance of new water mains to the storm drain shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES found at the State Boards website at the following location:

http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinking_water/final_statewide_wqo2014_0194_dwq.pdf

All monitoring, sampling and reporting for compliance with the Order must be completed by a QSP.

- a) BMPs shall be in place prior to the start of discharge. At a minimum, you shall:
 - i. Sweep the gutter and street in the flow path
 - ii. Provide inlet protection at all inlets receiving discharge
 - iii. Provide dechlorination
 - iv. Implement sediment and erosion control measures such as diffusers, check dams, flow controls, etc.
- b) Monitoring and Samples.
 - i. As required by the Order, you shall monitor, sample and report all discharges to the storm drain. You shall record the results for each discharge event on the City's Drinking Water discharge Monitoring form included as **Appendix G**. Submit completed forms to the Engineer at the end of every month.
 - ii. Notifications: You shall notify the RWQCB at and Transportation and Storm Water Department prior to the start of any large volume discharge (greater than 1 acre-foot volume). You shall notify The County of San Diego, Department of Environmental Health (DEH) at (858)495-5579 prior to the start of discharges 100,000 gallons or more within ¼ mile of the ocean or bay coastline.
 - iii. Sampling and reporting requirements are outlined in the Order.
 - For Superchlorinated discharges, at a minimum, you shall sample chlorine, turbidity and pH the first 10 minute of discharge, the first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
 - For Large Volume discharges (or discharges greater than 1 acre-foot in total volume), at a minimum, you shall sample chlorine and turbidity pH the first 10 minute of discharge, the

first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.

- For discharges that are not superchlorinated and are under 1 acre-foot in total volume, at a minimum, you shall provide an estimate of the total volume of water discharged.

iv. Effluent limits:

- Field measurement of 0.1 mg/L chlorine or more is an exceedance of the Order.
- Visual estimates of 20 NTU or more for surface water and 225 NTU or more for ocean is an exceedance the City's Basin Plan.
- Field measurements for pH outside the range of 6.5 to 8.5 is an exceedance of the City's Basin Plan.

v. Receiving water monitoring: if an exceedance is observed, the discharge shall be stopped immediately, BMPs must be adjusted until discharge is no longer exceeding limits. The QSP shall monitor receiving waters for adverse effects to water quality. If any adverse effect to water quality is observed, the RE and RWQCB shall be notified immediately. The QSP shall document the point of confluence between the discharge and receiving water with photographs.

c) Areas of Special Biological Significance (ASBS).

i. Non-storm water discharges including drinking water discharges to Areas of Special Biological Significance (ASBS) are prohibited. These are ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Non-storm water discharges shall be located outside of the designated areas to ensure maintenance of natural water quality conditions in these areas.

ii. A map showing ASBS locations can be found in the Storm Water Standards Manual Part 2 Appendix A. The areas in the San Diego Region include: La Jolla (ASBS #29), Scripps (ASBS #31), and La Jolla Shores watershed boundaries.

2. If prior approval is obtained to discharge to the sewer system, you shall discharge the water used for testing and acceptance of new water mains to the sewer system in accordance with the Contract Documents as shown on the batch discharge Plans. You shall submit to the Engineer a "Request for Batch Discharge Authorization to Discharge Potable Pipe Flushing Water to Sewer" form. The request form is found on the City website at the following location:

https://www.sandiego.gov/sites/default/files/pipe_flush_batch_disch_0.pdf

- a) When discharging to the sewer system has been approved, you shall use a totalizer flow meter to record the total volume discharged to sewer and shall submit to the Engineer a log of actual discharged water quantities, dates, and locations. Failure to report this information to the Engineer is a violation of the authorization for discharge to the sanitary sewer. Within five (5) Working Days of the discharge, the Engineer shall receive and report actual total flows to the sanitary sewer to the Public Utilities Department (PUD), Industrial Wastewater Control Program (IWCP).
- b) If the discharge to the sewer system is not approved, you shall discharge the water used for the testing of new mains to surface waters, storm drain inlets, or to other approved sources and you shall comply with 7-8.6.5, "Drinking Water Discharge Requirements". All discharge activities related to the project shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by:

http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf

ADD:

7-8.6.5.1 Payment.

- 1. The payment for complying with the discharge requirements for discharges to sewer system shall be included in the Bid item for the new water main.

7-13.4 Contractor Standards and Pledge of Compliance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
- 2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
- 3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
- 4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004. The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with

requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference.”

**ADD:
7-13.8**

Equal Pay Ordinance.

1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

**ADD:
7-16.1.3**

Weekly Updates Recipients.

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

Shelia Bose, Senior Engineer, SBose@sanidiego.gov
Bareaz Piromari, Project Engineer, BPiromari@sanidiego.gov
Resident Engineer, TBA, XXX@sanidiego.gov

7-16.3

Exclusive Community Liaison Services. To the “WHITEBOOK”, ADD the following:

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

7-20

ELECTRONIC COMMUNICATION. To the “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", to Paragraphs (3) and (5), DELETE in its entirety and SUBSTITUTE with the following:

1. The City does not retain moneys from progress payments due to You for work performed.

To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Final Payment shall be paid after you submit the following:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by. Fewer amounts withheld by the City shall have been paid for or otherwise satisfied.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Day prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - f) Required EOCP documentation, record drawings, operations manuals, test reports, warranty documentation, UL labels, and other similar documentation as determined by the City.

9-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If an undisputed and properly submitted application for payment is received by the Engineer, the City shall pay you within 30 Calendar Days after the Engineer receives the application for Payment. The City shall pay you for the Work performed, including the payment for offsite stored materials, through the period covered by the application for payment if the payment amount does not exceed the percentage of completion of the Work as set forth in the SOV.

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 203 – BITUMINOUS MATERIALS

203-3.4.4 RUBBER POLYMER MODIFIED SLURRY (RPMS). To the "WHITEBOOK", DELETE in its entirety.

203-3.4.4.1 General. To the "WHITEBOOK", DELETE in its entirety.

ADD:

203-3.4.4.1 General. To the "GREENBOOK", paragraph (2), ADD the following:

- e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 Rubber Polymer Modified Slurry (RPMS).

203-5.6.1 General.

1. Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, "Emulsion-Aggregate Slurry (EAS)" and these specifications. Mixing and spreading of RPMS shall be as described in 302-4.12, "Rubber Polymer Modified Slurry (RPMS)".
2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:
 - a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
Quality Tests for Residue	Test	Requirements
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

- b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.
- c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.
- d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.
- e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.
- f) Crumb Rubber.
 - i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).
 - ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing processes may not be used as a supplement to the crumb rubber mixture.
 - iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.
 - iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
 - v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount

of mineral contaminants allowed shall not exceed 0.10% by weight.

- vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

2	Percent Passing
No. 30	100
No. 40	90 – 100
No. 50	75 – 85
No. 100	25 – 35
No. 200	0 – 10

TABLE 203-5.6.2 (C)

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

- vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

TABLE 203-5.6.2 (D)

Specification	Tolerances
Total Solids	40 – 44
% Black by Weight	35 – 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABLE 203-5.6.2 (E)

Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

- xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

- 1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

TYPE I SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

TYPE III SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.

3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

TABLE 203-5.6.4

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft ² maximum
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft ² maximum
ISSA TB-113	Mixing Time	Controllable to

Test	Description	Specification
		150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% - 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% - 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% - 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.
 - e) Polymer additive shall be added at 2% of finished emulsion.
 - f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.
 - g) Mineral filler shall be 0.5% - 2.0% (if required by mix design) based on dry weight of aggregate.
 - h) Additives, as needed.
 - i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

SECTION 209 – PRESSURE PIPE

209

PRESSURE PIPE. To the “WHITEBOOK”, ADD the following:

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

SECTION 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 302 – ROADWAY SURFACING

ADD:

302-4.12.2.1.1 Slurry Treatment.

1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise

directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.

- b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

302-4.12.4 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	SF

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

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

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

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

304-5 PAYMENT. To the "WHITEBOOK", REVISE section "304-5" to "304-6".

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the "GREENBOOK", ADD the following:

Build the Project in accordance with the water high-lining phasing shown on the Plans and in phases as follows:

- 1. Phase I: G Street and 29th Street
- 2. Phase II: 28th Street from Treat Street to G Street

3. Phase III: 28th Street from G Street to Island Street
4. Phase IV: 28th Street from Island Street to K Street
5. Phase V: G Street from 27th Street to 28th Street

When installing pipelines within the City's streets, for 28th Street from K ST to Treat ST, the total time allowed for the completion of Work shall not exceed 10 Working Days per 500' of pipeline installation:

1. Water main joints shall be at least 10 feet from outside diameter of storm drain crossings.

306-3.3 Removal and Abandonment of Existing Conduits and Structures. To the "GREENBOOK", ADD the following:

1. For 16 inch (406.4 mm) and larger conduits, abandoned pipe shall be filled with sand or CLSM in accordance with 201-6, "Controlled Low Strength Material (CLSM)".

306-3.3.4.1 Non-Friable Asbestos Cement Pipe (ACP). To the "WHITEBOOK", item 2, subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i) A minimum of 5 Working Days prior to the transportation of the ACP disposal bins or friable asbestos waste, you shall provide notice to and assist the Resident Engineer in completing the Inspection Work Request Form for the Asbestos, Lead, and Mold Program. The form is located below:

<https://forms.sandiego.gov/f/gS2064>

306-6.5.1 General. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.
 - iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.

- b) When jetting, care shall be exercised to avoid floating of the pipe.
- 2. PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or 1/2 inch nominal size as shown in Table 200-1.2.1 (A).
- 3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.

306-7.8.2.1 General. To the "WHITEBOOK", item 2, ADD the following:

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

306-15.2 Shoring and Bracing. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. The Bid item for "Trench Shoring" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing for any conditions encountered that require shoring including the preparation of engineered Shoring Plans in accordance with 7-10.4.2.2, "Shoring Plan". No additional payment shall be made.

306-17.2 Payment. To the "WHITEBOOK", items 1 through 3, DELETE in its entirety and SUBSTITUTE with the following:

- 1. The payment for constructing each new sewer lateral and cleanout and for connecting to the main shall be included in the Bid item for "Sewer Lateral and Cleanout" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.
 - a) The payment for the plugging, monitoring, and testing of the new sewer main shall be included in the Bid item for the new sewer main.
- 2. The payment for sewer lateral cleanouts, including the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer, shall be included in the Bid item for "Sewer Lateral and Cleanout" unless a bid item has been provided for each "Sewer Lateral Cleanout".
- 3. The payment for each cleanout at the end of the sewer main shall be included in the Bid item for "Sewer Main Cleanout" and shall include the removal and

replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

SECTION 307 - JACKING AND TUNNELING

307-1.7 Payment. To the "WHITEBOOK" ADD the following:

2. You shall be responsible for clearing any obstructions during jacking operations, and no separate payment shall be made for such work. The payment for coming across any obstructions, and subsequent clearing of obstructions, including any additional work related to obstructions or clearing of obstructions shall be included in the bid item for "Sewer Main By Jacking Operation with Steel Casing".

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

314-4.3.7 Payment. To the "GREENBOOK", ADD the following:

2. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping".

314-4.4.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. No separate payment shall be made for establishing alignment for stripes and layout Work.
2. The payment for the thermoplastic traffic striping of continental crosswalks shall be included in the Bid item for "Continental Crosswalks" and shall include the removal of existing striping, pavement markers, and paving markings.
3. The payment for the removal and replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping" and shall also include the payment for new installations of traffic striping, pavement markings, and pavement markers.

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION

500-1.1.2.1 Initial Submittals. To the "WHITEBOOK", ADD the following:

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

ADD:

500-1.1.6.1 Order of Work for Rehabilitation Installation.

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

ADD:

500-1.6.1 General. To the "WHITEBOOK", item 2, sentence 1, DELETE in its entirety and SUBSTITUTE with the following:

2. The cured-in-place liner shall extend the entire length of the lateral from the access point at the property line to the mainline. The location of the cleanout shall not be modified unless approved in writing by the Engineer.

500-1.6.3 General. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. You shall excavate an access pit at the property line cleanout location. The excavation pit shall be located entirely within the public right-of-way, and shall not encroach into the private property. You shall replace in kind all existing improvements impacted by the installation process.

500-1.6.6 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

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

500-2.4.6 Primer and Lining Materials. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-2.4.6 Chemical Resistance Test (Pickle Jar Test).

1. Epoxy Lining Systems, Polyurethane and Epoxy Protective Lining Systems shall meet the requirements of 211-2, "Chemical Resistance Test (Pickle Jar Test)". Proof of meeting these requirements shall be provided to the Engineer for approval at least 15 Days prior to commencement of Work.
2. The epoxy primer materials for the polyurethane lining system shall be 100% solids.
3. The epoxy materials for the epoxy lining system shall be 100% solids.

500-2.4.7 Lining Application. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.8 Test. To the "WHITEBOOK", DELETE in its entirety.

500-2.4.10 Applicable Standards. To the "WHITEBOOK", DELETE in its entirety.

SECTION 600 - ACCESS

ADD:

600-1 GENERAL. To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

601-6 **PAYMENT.** To the “WHITEBOOK”, item 5, ADD the following:

- e) The payment for furnishing, installing, programming, maintaining, and removing City approved temporary video or radar detection systems as specified in 601-1, “GENERAL” shall be included in the Bid item for each “Temporary Detection System” required at each intersection.

SECTION 700 – MATERIALS

700-9.1 **Pedestrian Barricade.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, “Pedestrian Barricade”.
- 2. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

701-2 **PAYMENT.** To the “WHITEBOOK”, ADD the following:

- 19. The payment for Pedestrian Barricades shall be included in the Bid item for each “Pedestrian Barricade”.
- 20. The payment for Pedestrian Barricades within Caltrans Right-of-Way shall be included in the bid item for “Pedestrian Barricade per 2015 Caltrans Standard Plan”, per ES-7Q type II (Detail A) with sleeve post (Detail E).

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.

SECTION 900 – MATERIALS

900-1.1.1 **Galvanized Pipe.** To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

- 8. Hoses:
 - a) User Connection (Service Meters).
 - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End

connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.

ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

b) Curves and Curbs.

i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.1.3 Yelomine Pipe. To the "WHITEBOOK", Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:

a) User Connection (Service Meters).

i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.

ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

b) Curves and Curbs.

i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.

ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

900-1.2 Payment. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item "Furnished Materials for Contractor High-line Work".

SECTION 901 – INSTALLATION AND CONNECTION

901-2.5 Payment. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall

be included in the square foot Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

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.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. To the "WHITEBOOK", subsection 10.1 AND 10.2, DELETE in its entirety.

12. CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", subsection 12.3.4, DELETE in its entirety and SUBSTITUTE with the following:

12.3.4 You shall submit your Final Payment Report, including all subcontracting activities, to the City within 15 Days after the Work has been accepted. Failure to comply may result in assessment of liquidated damages. The City will review and verify 100% of subcontract participation reported in the Final Payment Reporting prior to approval of the report.

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

ADDENDUM TO A MITIGATED NEGATIVE DECLARATION



THE CITY OF SAN DIEGO

MEMORANDUM

REVISED

DATE: April 24, 2018

TO: Gretchen Eichar, Environmental Planner, Public Works Department

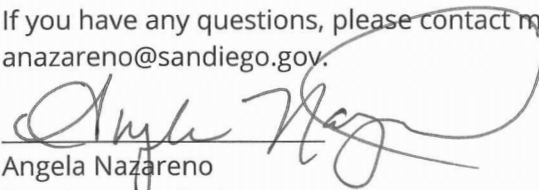
FROM: Angela Nazareno, Development Project Manager, Development Services Department, MS 302

SUBJECT: Sewer and Water Group 697A, Public Project Assessment, Project No. 541055, WBS No. B-15207.02.06

On June 15, 2017, MND Addendum (AMND) No. 541055 has been adopted for the Sewer & Water Group Job 697A. Per the submitted PPA memo, subsequent to the adoption of the addendum, the project scope changed from the use of trenchless pipe replacement to the use of open trench construction to replace sewer and water pipe in the vicinity of 29th Street and SR-94 EB. Since the trenching may impact potentially sensitive biological resources, a Biological Letter Report (BTR) and Jurisdictional Assessment was prepared for the scope change by RECON (2/8/18).

Provided that the recommended BTR mitigation measures are incorporated into the project's construction documents and implemented for the project, impacts on sensitive biological resources and City wetlands would be less than significant. Therefore, pursuant to Section 15162 of CEQA Guidelines, no new CEQA document would be required for the proposed scope change since it would not result in any new or more severe significant impacts or mitigation measures beyond those were disclosed and analyzed my AMND No. 541055.

If you have any questions, please contact me at (619) 446-5227 or via e-mail at anazareno@sanidiego.gov.


Angela Nazareno
Development Project Manager

Attachment:

1.) Cycle Issues Report No. 4

cc: Project File

Page 1 of 1



THE CITY OF SAN DIEGO

ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

Project No. 541055
Addendum to MND No. 255100
SCH No. 2011091045

SUBJECT: AC Water and Sewer Group Job 697A

I. PROJECT DESCRIPTION

Applicant:

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

Project Location

The AC Water & Sewer Group 697A project is located within the Golden Hill and Southwestern San Diego Community Planning Areas (Council Districts 3 & 8). The project would affect the following streets: 28th Street, 29th Street, G Street, F Street, Market Street, a portion of Highway 94, alleys, and the intersections of K Street, Island Avenue, Treat Street, 27th Street and E Street (see attached project maps). All work would be located within developed areas (City's right-of-way, easements, and Caltrans right-of-way).

Project Description

The proposed scope of work would include replacement, rehabilitation, tunneling, and installation (i.e. via new alignment) of a total of 4,072 linear feet (LF) of sewer mains and 3,375 LF of water mains. Approximately 1,535 LF of existing 6- and 8-inch vitrified clay (VC) and concrete pipes (CP) would be "replaced-in-place" in the same trench alignment at the same depth with new 8-, 10- and 12-inch polyvinyl chloride (PVC) piping; 546 LF of existing 6- and 10-inch VC sewer pipes would be replaced via a pipe bursting method, and 239 LF of existing 6- and 8-inch VC sewer pipes would be rehabilitated; 788 LF of new 8- and 10-inch PVC sewer piping would be installed via trenching in new alignments at depths ranging from 8-17 feet. In addition, 888 LF of new 15" and 16" diameter sewer pipe would be installed via tunneling technology. Sewer upgrades will increase overall pipe strength, sewer flow and decrease the chances of sewer main back-ups and/or pipe breaks. Portions of the project spanning underneath the CA-94 Freeway at 28th Street and another segment of pipeline spanning through the CA-94 Freeway via tunneling technology at south/southeast of 29th Street will require an Encroachment Permit through Caltrans.

In addition, approximately 3,089 linear feet (LF) of existing 8- and 12-inch asbestos cement (AC) water pipe would be “replaced-in-place” with new 8- and 12-inch PVC piping, and 305 LF of new 12-inch PVC water pipelines would be installed within new alignments at depths ranging from 3-6 feet via tunneling technology. Water upgrades will reduce future water main breaks and need for routine maintenance.

The project would also include the abandonment of 1949.42 linear feet (LF) of existing sewer mains in the right-of way and throughout a portion of Highway 94. Furthermore, the project will include the abandonment of 6 associated manholes in the right-of-way. The existing abandoned sewer pipe easement on private property off F Street, north of Highway 94, would require an easement vacation. Two new utility easements will be acquired for the new proposed sewer mains. A 328 LF section of existing AC water main will also be abandoned in the right-of-way.

Staging areas will occur within the public right-of-way and developed areas, and impacts to sensitive biological resources will be avoided through sensitive biological resource protection measures as detailed within the construction plans.

The project would also include the following improvements: installation and replacement of curb ramps, sewer laterals, water services, manholes, cleanouts, fire hydrants, valves, trench resurfacing, slurry and pavement resurfacing.

The project will implement the following construction methods as described:

Open Trenching: The open trench method of construction will be used for complete replacement portions of the Project. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. All trenching work would occur within the public right-of-way.

Abandonment: Pipeline abandonment activities will have minimum surface/subsurface disturbance at both ends of the mains. Disturbance would be limited to removal of manholes and exposed pipe sections. All abandonment would occur within the public right-of-way, City-owned easement, a portion crossing under Highway 94, and one under private residential building.

Tunneling: Part of new sewer and water alignments for this project is to use Micro tunneling method for underground tunneling. With this technology most of the ground surface remains undisturbed, lessening the environmental impact of placing pipe. The water pit dimensions for tunneling are 20' x 20' with 4'-0" or 5'-0" depths. The sewer pit dimensions for tunneling range from 20' x 20' with a 22'-0" depth to 30' x 20' with a 23'-0" depth. In this method one manhole will be used as base pit for pushing the pipe while another manhole is used as receiving pit. Area traffic flow continues without interruption. Communities remain relatively undisturbed and this method visually pleasing.

Rehabilitation: Rehabilitation will be used for a portion of the existing sewer mains and lateral pipes. This technique would seal out runoff and groundwater seepage into structurally sound pipe. Grouts have a variety of chemical formulas that are matched to be compatible with local soil conditions and pipe materials.

Prior to installing the grouting material the pipe is thoroughly cleaned. Once the pipe is clean the grout is applied through the inside of the pipe with a machine called a packer. The grout is injected out through the pipe defect or open joint and into the surrounding soil matrix and the pipe material. The injected material bonds with the soil and pipe material forming a waterproof seal.

Once the sewer mains are grouted a similar process is used to grout the building service laterals where they connect to the sewer main. The building service laterals are grouted in the same manner as the sewer mains. The equipment used for grouting the building lateral is specialized for this purpose and is not the same as the equipment for sewer main grouting. Grouting can be accomplished in a few hours, and does not disturb the ground or paving surface. Normally there will be no interruption to service.

The AC Water and Sewer Group Job 697A project is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

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

II. ENVIRONMENTAL SETTING

The AC Water and Sewer Group Job 697A project would occur within the developed public right-of-way and previously disturbed private property within the City of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial, and commercial developments, and open space areas. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

III. PROJECT BACKGROUND

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the AC Water and Sewer Group Job 697A project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, excavation within previously undisturbed soil, for either new trench alignments or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would

be monitored by a qualified archaeologist or archaeological monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section VI.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the sensitivity of the affected formations and proposed 17-foot excavation depths, construction of AC Water and Sewer Group Job 697A could result in potentially significant impacts to fossil resources.

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

IV. ENVIRONMENTAL DETERMINATION

The City of San Diego previously prepared **Mitigated Negative Declaration No. 255100 / SCH No. 2011091045** for the project described in the attached MND.

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

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

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. No public review of this addendum is required.

V. IMPACT ANALYSIS

The subsequent impact analysis is to demonstrate that environmental impacts associated with the project are consistent with the previously certified MND. The following includes the project-specific environmental review pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project.

Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the AC Water and Sewer Group Job 697A project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

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Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the sensitivity of the affected formations and proposed 17-foot excavation depths, construction of AC Water and Sewer Group Job 697A could result in potentially significant impacts to fossil resources.

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

VI. MITIGATION, MONITORING AND REPORTING PROGRAM

GENERAL REQUIREMENTS

Historical Resources (Archaeology)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
Please Note: Monitoring for this project is limited all ground disturbing activities west of 28th Street.
 - 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 cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

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

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

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

IV. **Discovery of Human Remains**

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

- A. Notification

1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
 4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
 5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.

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

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

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV 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.

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.
Please Note: Monitoring for this project has been identified for all ground disturbing activities that is limited to areas of the project with previously undisturbed soils.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
 - 4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM

before ground disturbing activities in the area of discovery will be allowed to resume.

(1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting

a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

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

IV. Night and/or Weekend Work

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

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

2. The following procedures shall be followed.

a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the 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.

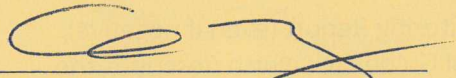
4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification 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.

VII. IMPACT SIGNIFICANCE

This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

VIII. CERTIFICATION

Copies of the addendum, the final MND, **the Mitigation Monitoring and Reporting Program**, and associated project-specific technical appendices, if any, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.



Chris Tracy, Senior Planner OCA
Development Services Department

6/15/2017
Date of Final Report

Analyst: Mark Brunette, Senior Planner

Attachments:

- Figure 1: Location Maps
- Mitigated Negative Declaration No. 255100/SCH No. 2011091045

The Addendum to Mitigated Negative Declaration No. 255100 was not circulated for public review pursuant to San Diego Municipal Code (SDMC) Chapter 6, Article 9, Paragraph 69.0211 (Addenda to Environmental Reports). The final Addendum was distributed to the following City of San Diego staff members for informational purposes in accordance with CEQA Section 15164.

DISTRIBUTION:

City of San Diego

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Public Works
James Arnhart, Project Officer II
Elham Lotfi, Project Manager
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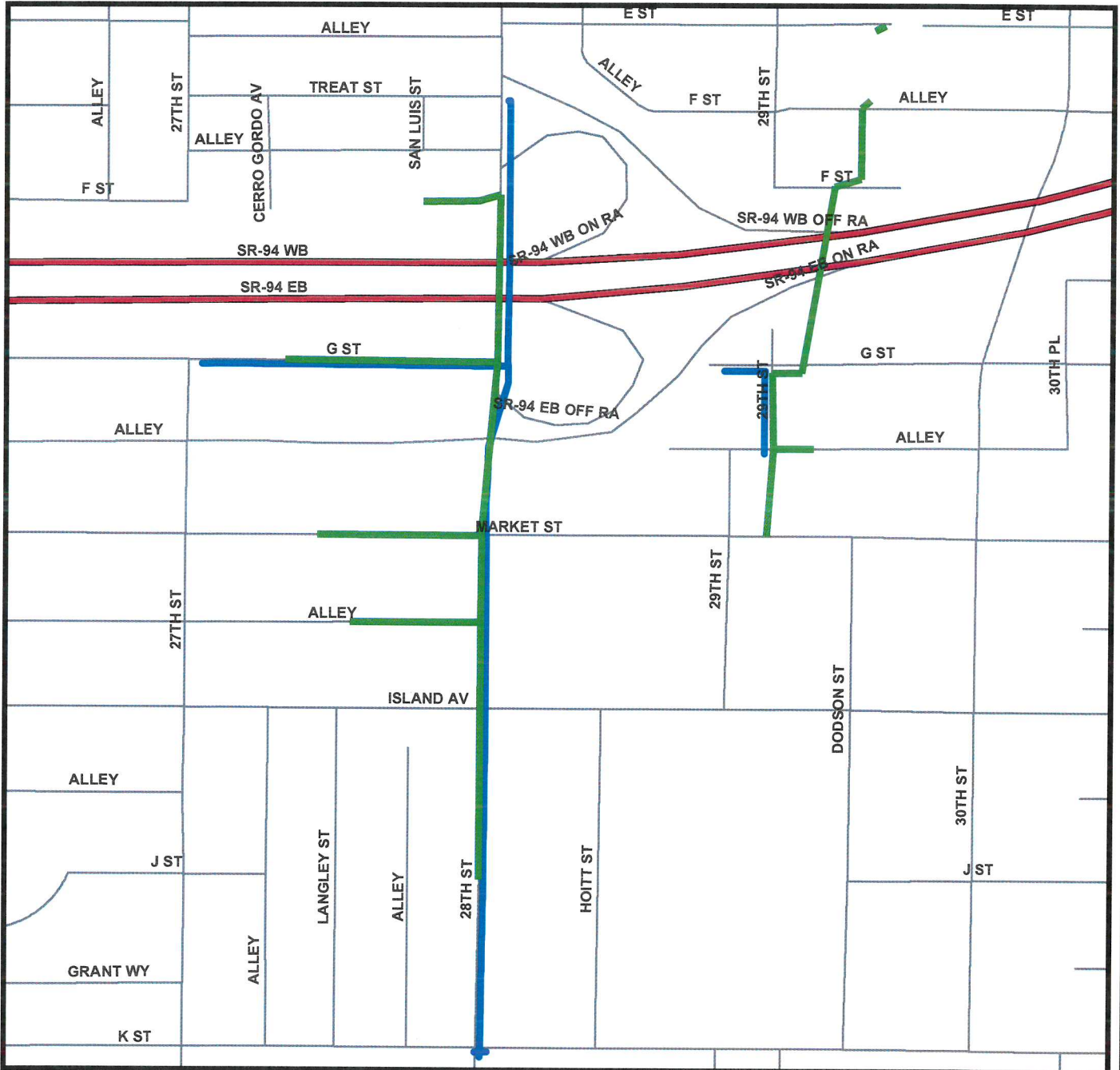
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Legend

- Prop. Sewer
- Prop. Water



COMMUNITY NAME:
GREATER GOLDEN HILL, SOUTHEASTERN
SAN DIEGO: SOUTHEASTERN

COUNCIL DISTRICT: 3 & 8

SAP ID: B00346(S) \ B15207(W)



Date: March 30, 2016

Sewer and AC Water Group 697A - Appendix A - Addendum to A Mitigated Negative Declaration

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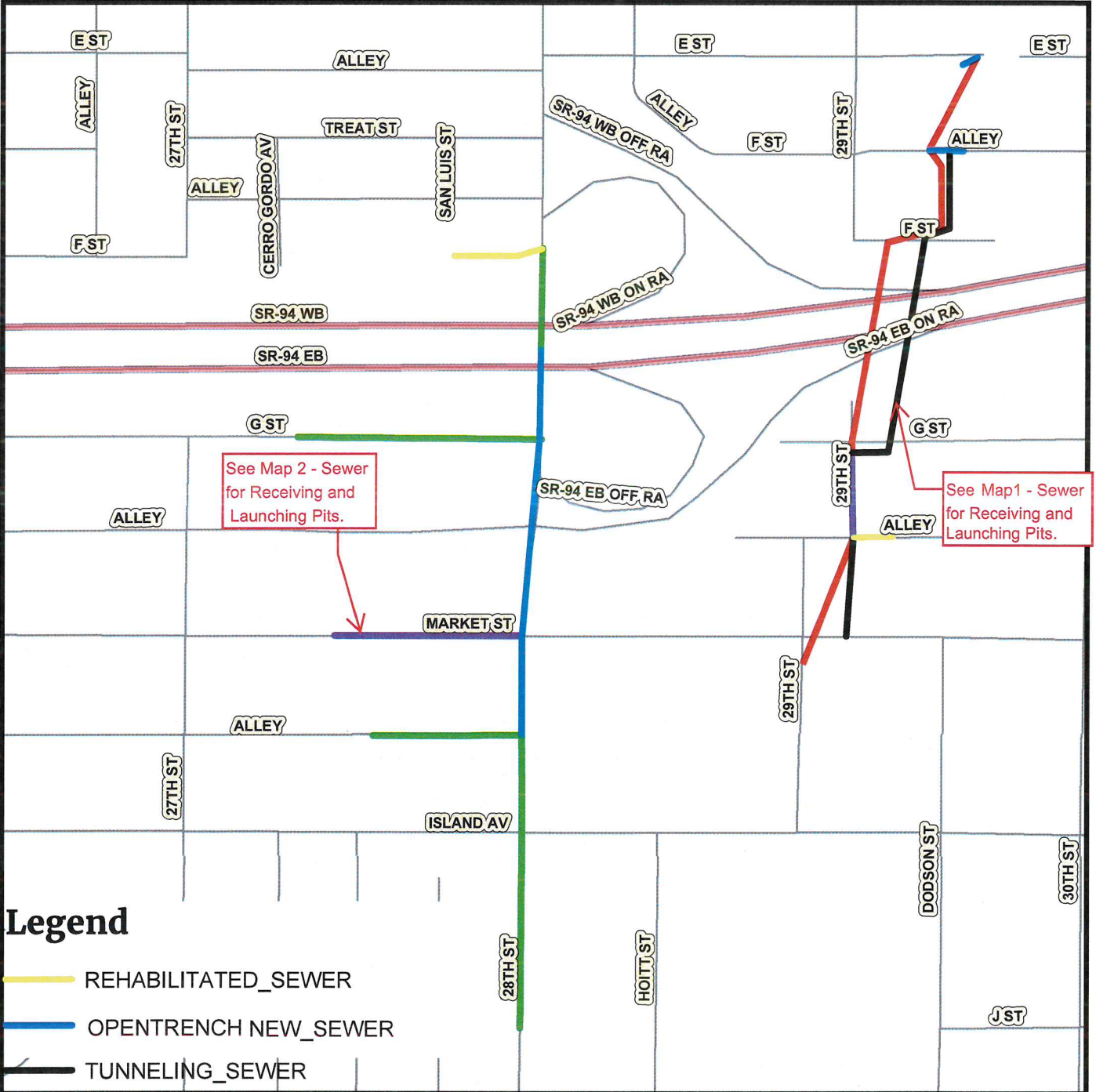
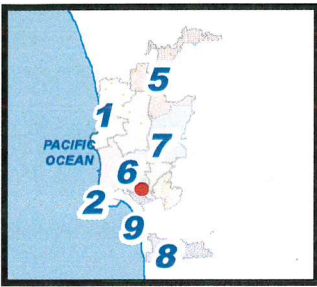
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See Map 2 - Sewer for Receiving and Launching Pits.

See Map 1 - Sewer for Receiving and Launching Pits.

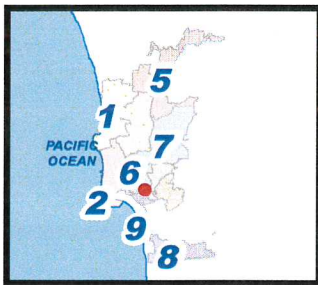
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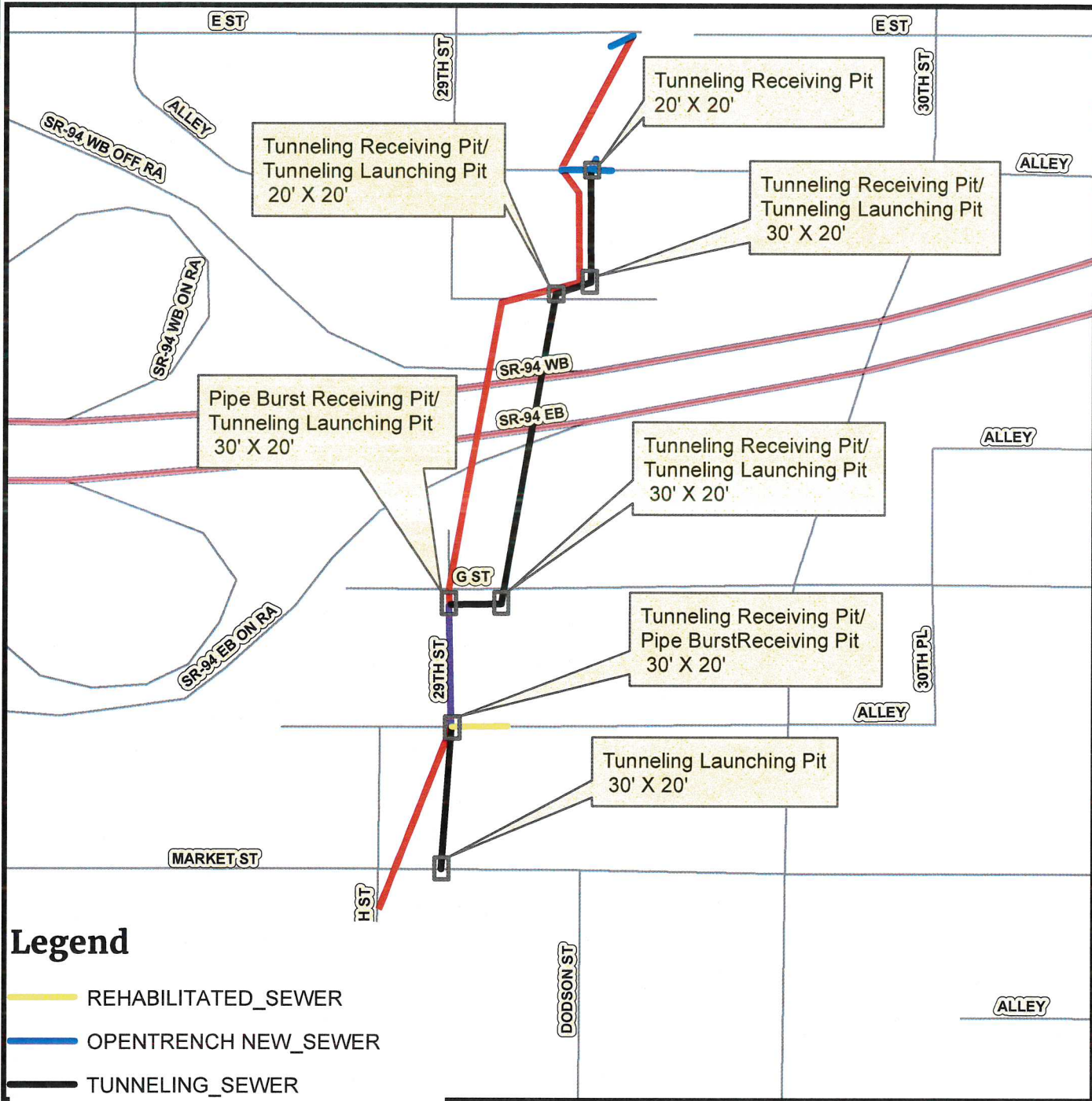
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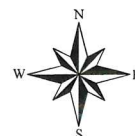
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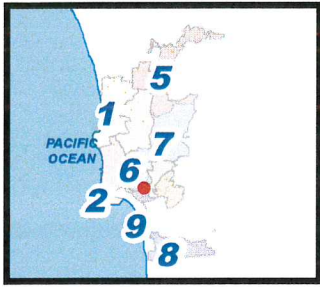


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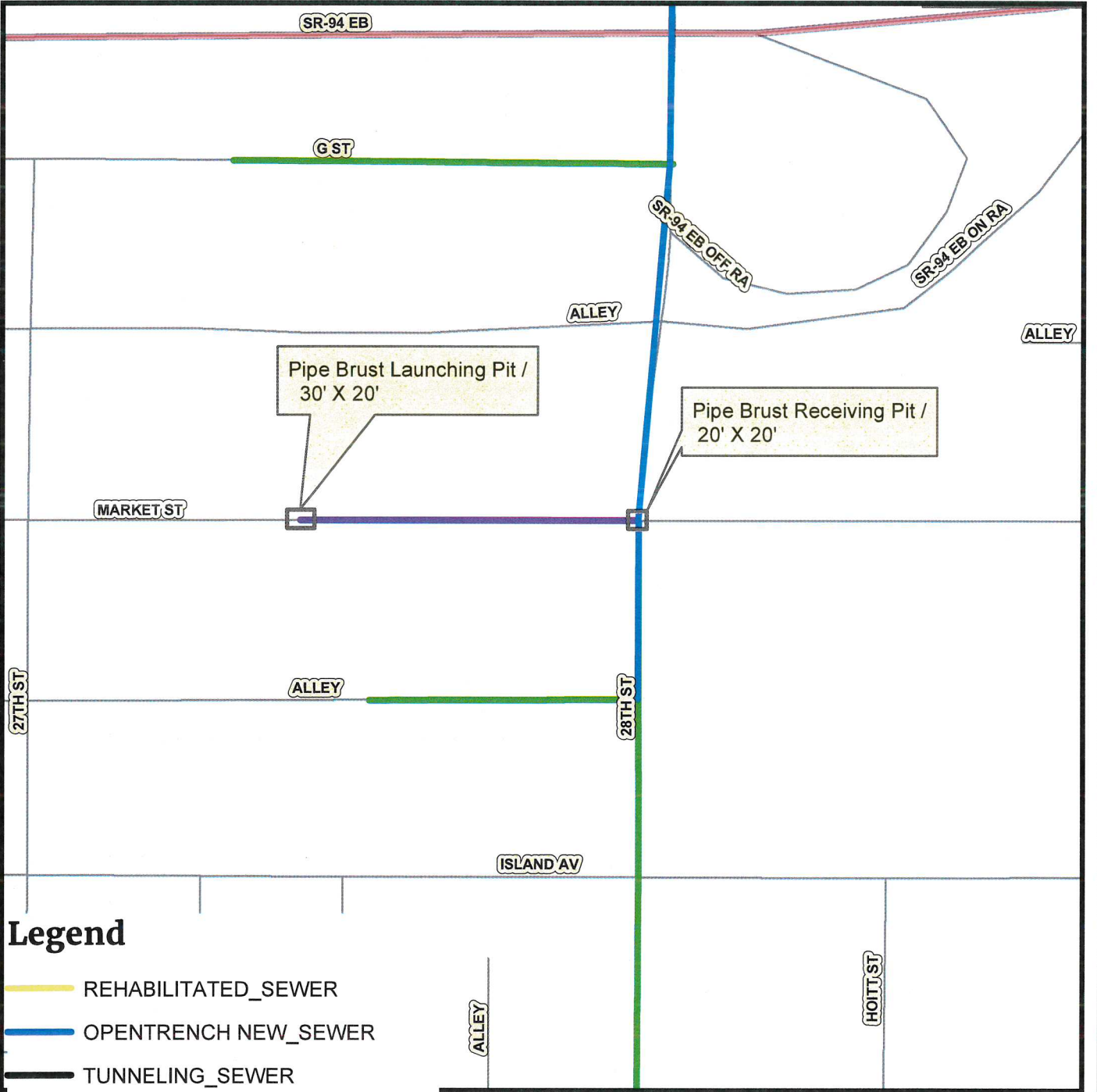
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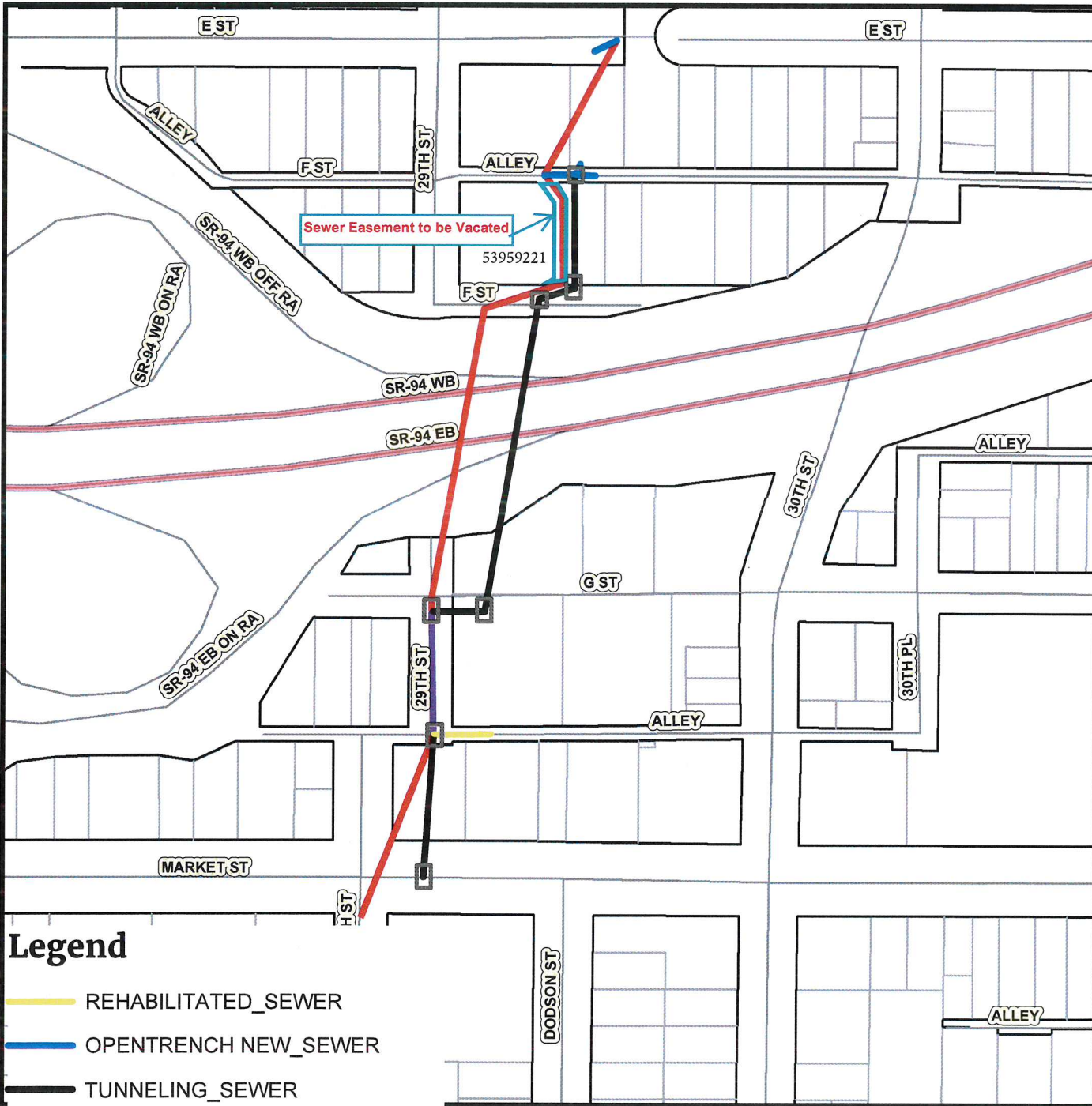
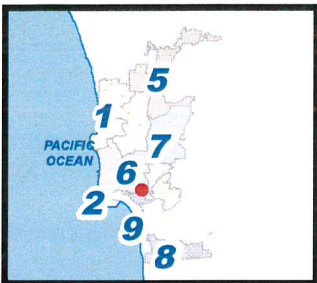
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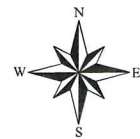
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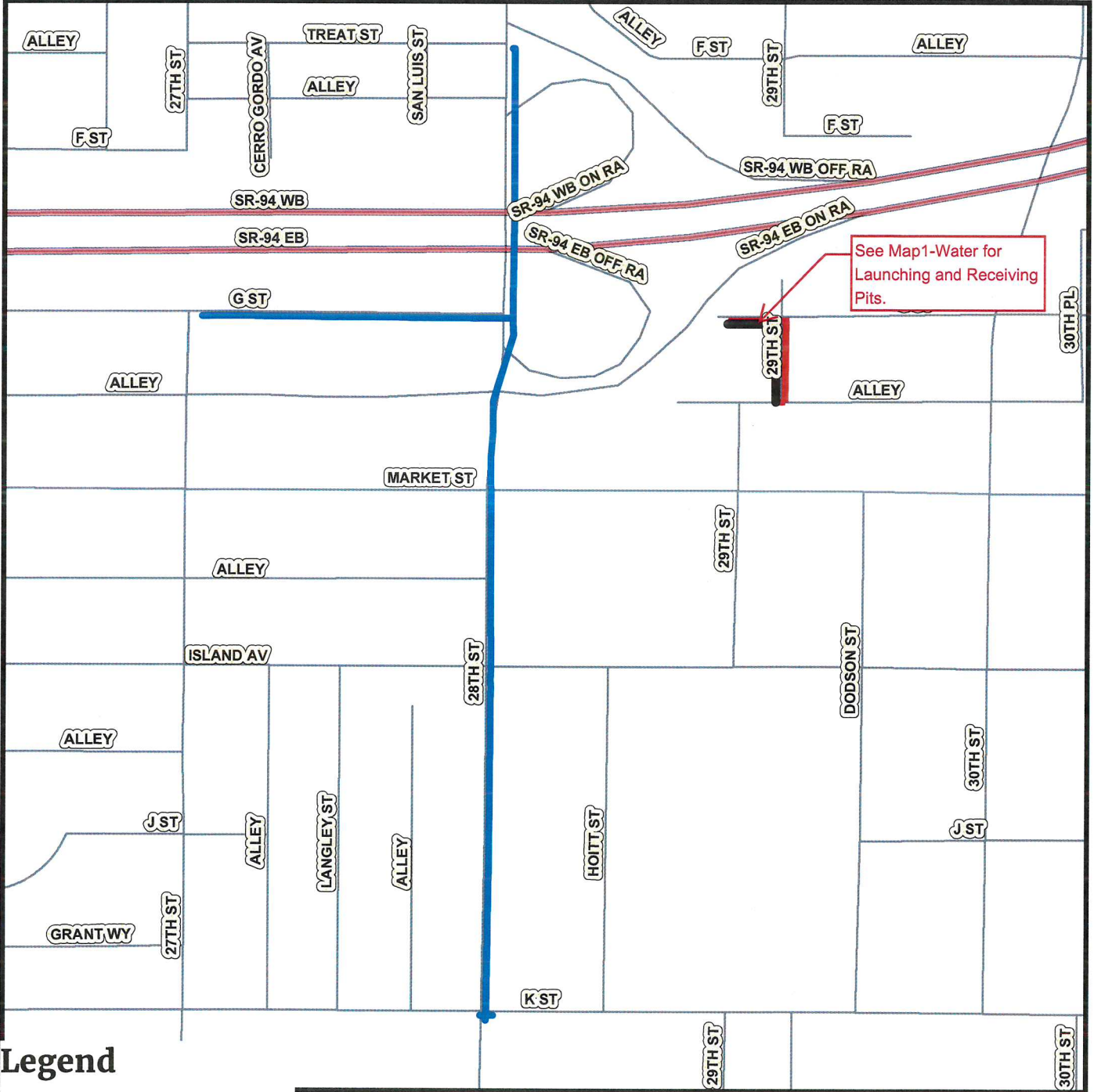
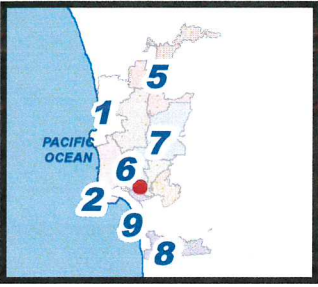
Sewer and AC Water Group 697A

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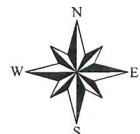
FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207
Email: engineering@sandiego.gov



See Map1-Water for Launching and Receiving Pits.

Legend

-  TUNNELING_Water
-  Abandoned_Water
-  Replace-in-Place Water



COMMUNITY NAME:
Greater Golden Hill, Southeastern

COUNCIL DISTRICT: 3 & 8

SAP ID: B00346 (S) \ B15207 (W)



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The City of **SAN DIEGO** Public Works

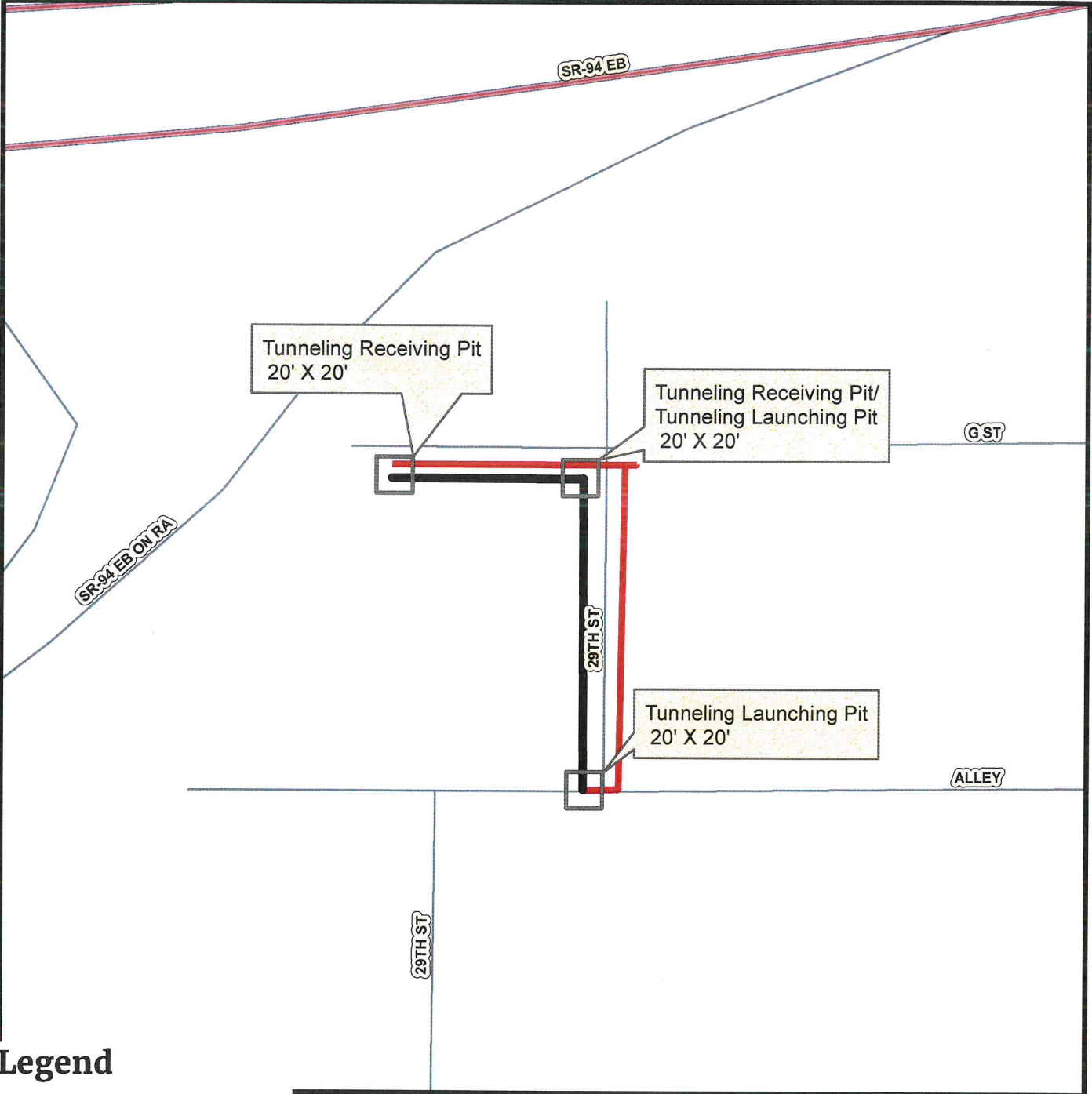
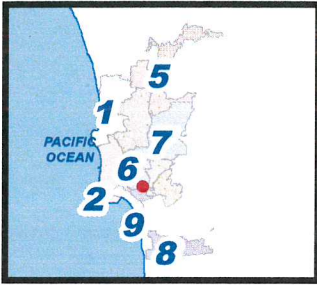
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Legend

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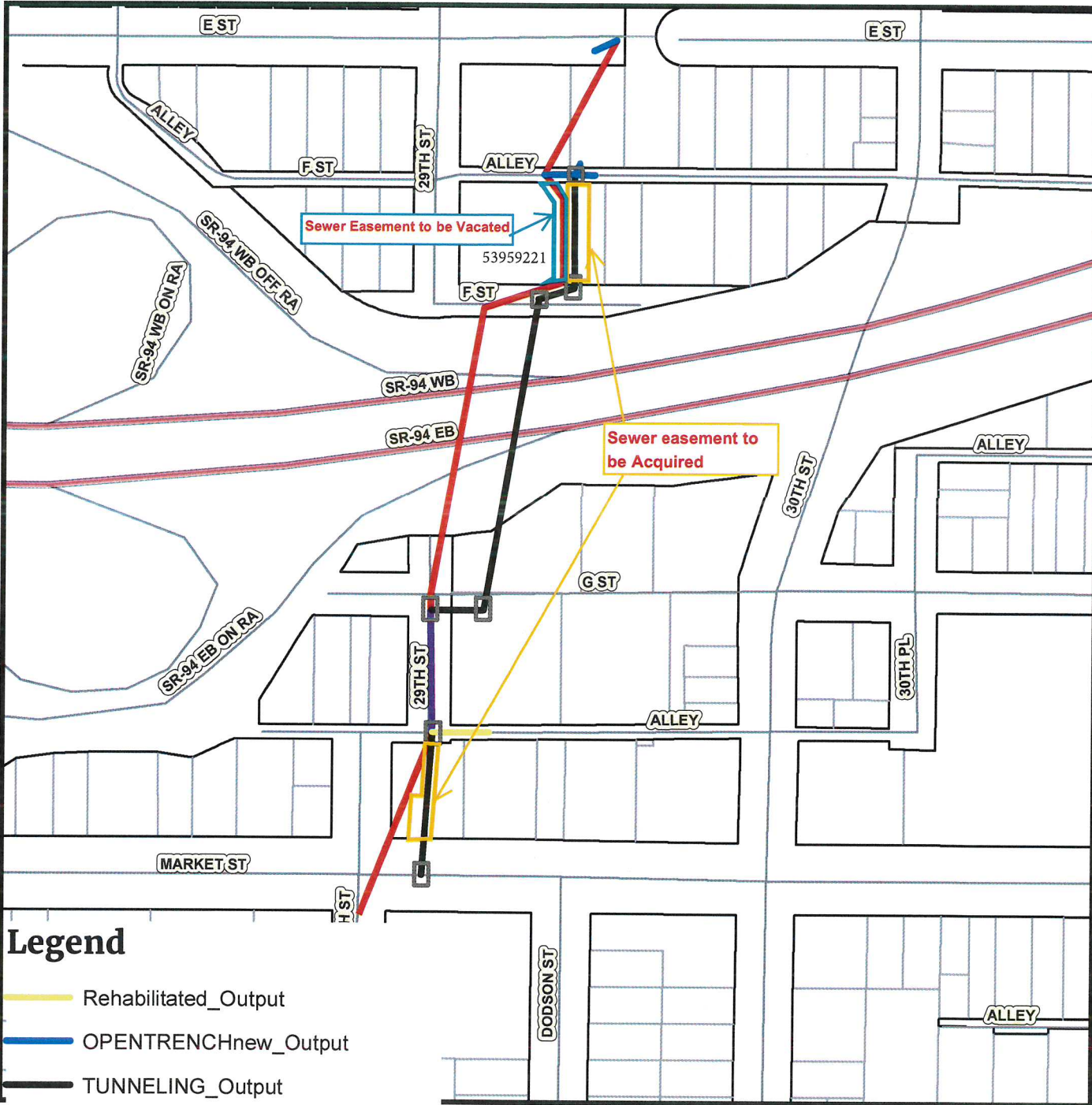
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Legend

- Rehabilitated_Output
- OPENTRENCHnew_Output
- TUNNELING_Output
- PIPEBURST_Output
- ABANDONED_Output
- OPENTRENCH Replacement_Output



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Legend

- REHABILITATED_SEWER
- OPENTRENCH NEW_SEWER
- TUNNELING_SEWER
- PIPEBURST_SEWER
- ABANDONED_SEWER
- OPENTRENCH REPLACEMENT_SEWER



No Scale

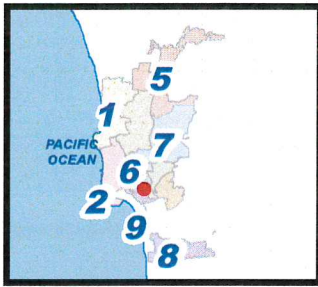
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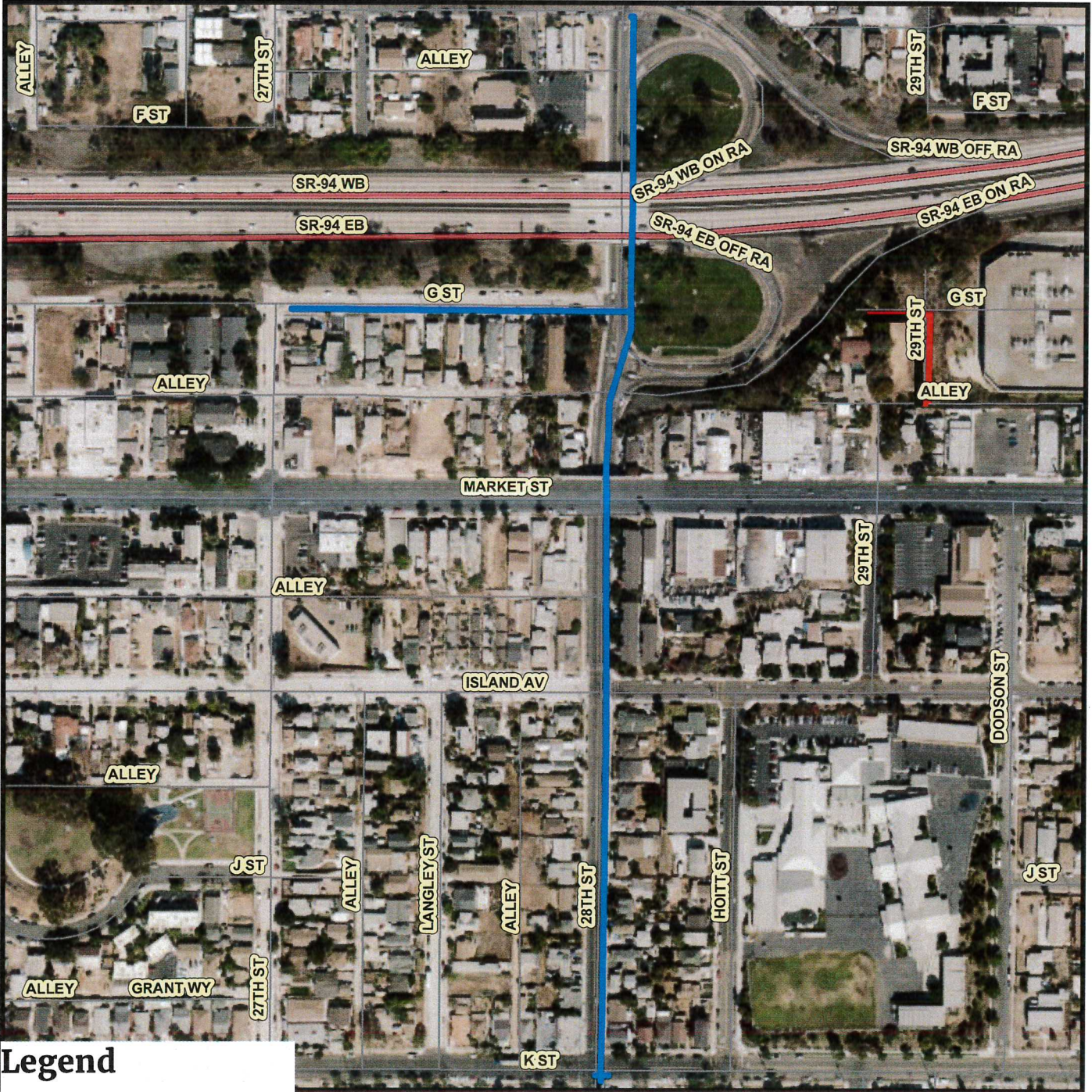
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Legend

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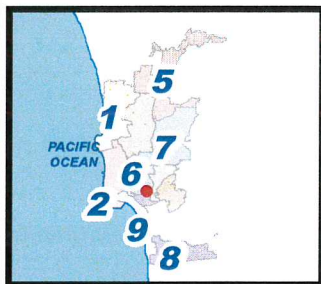
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ENTITLEMENTS DIVISION
(619) 446-5460

MITIGATED NEGATIVE DECLARATION

Project No. 255100
SCH No. 2011091045

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

Update 10/20/2011

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

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

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

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

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

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

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

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

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

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

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

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

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

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

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

WATER GROUP 949 (PROJECT NO. 232719)

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

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

SEWER GROUP 787 (PROJECT NO. 231928)

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

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

WATER GROUP 914 (PROJECT NO. 233447)

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

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

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

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

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

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

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

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

IV. DOCUMENTATION:

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

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

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

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

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

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

B. GENERAL REQUIREMENTS – PART II

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

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

Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

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

CONTACT INFORMATION:

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

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

Note:

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

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

Document Submittal/Inspection Checklist

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

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

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

I. Prior to Permit Issuance

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

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

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

COASTAL CALIFORNIA GNATCATCHER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

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

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

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

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

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

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

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

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

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

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

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

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

II. Prior to Start of Construction

A. Preconstruction Meeting

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

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

III. During Construction

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

be incorporated.

IV. Post Construction

A. Preparation and Submittal of Monitoring Report

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

B. HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

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

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are

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

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

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

V. Night and/or Weekend Work

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

VI. Post Construction

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

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

C. PALEONTOLOGICAL RESOURCES

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

- A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
 - a. 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.
- d. 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction

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

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

III. During Construction

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

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

B. Discovery Notification Process

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

C. Determination of Significance

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

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

IV. Night and/or Weekend Work

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

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

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

V. Post Construction

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

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)

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

D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)

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

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

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

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

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government

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

State of California

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

County of San Diego

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

City of San Diego

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

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

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

Other Interested Individuals or Groups

Community Planning Groups

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

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

Town/Community Councils - PUBLIC NOTICE ONLY

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

Other Interested Individuals or Groups

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

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

VII. RESULTS OF PUBLIC REVIEW:

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

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


Myra Herrmann, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:

Figure 1 - Harbor Drive Pipeline Location Map

Figure 2 - Water Group 949 Site 1 Location Map

Figure 3- Water Group 949 Site 2 Location Map

Figure 4- Water Group 949 Site 3 Location Map

Figure 5- Sewer Group 787 Location Map

Figure 6- Water Group 914 Location Map

Figure 7- Sewer and Water Group 732 Location Map

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

Initial Study Checklist

SEWER GROUP 697A PROJECT
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100
(Project No. 541055)
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON JUNE 15, 2017

WHEREAS, on March 8, 2017, The City of San Diego Public Engineering and Capital Projects Department, Right of Way Division, submitted an application to the Development Services Department of a Public Project Assessment (PPA) for the SEWER GROUP 697A (Project), for approval of minor technical changes or additions to the Citywide Pipeline Projects scope that was analyzed by adopted Mitigated Negative Declaration No. 255100; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on June 15, 2017; and

WHEREAS, on June 15, 2017, the Deputy Director of the Development Services considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration), a copy of which is on file in the Development Services Department, in accordance 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.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final Mitigated Negative Declaration if such Addendum meets the requirements of CEQA; NOW, THEREFORE,

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

1. That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by this Deputy Director of the Development Services Department prior to making a decision on the Project.
2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.

4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.
5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Deputy Director of the Development Services Department adopts Addendum to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
6. That pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Deputy Director of the Development Services Department in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.
7. That DEVELOPMENT SERVICES 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: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: 6/15/17

ATTACHMENT: EXHIBIT A – MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM SEWER GROUP 697A PROJECT PROJECT NO. 541055

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

GENERAL REQUIREMENTS

Historical Resources (Archaeology)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
3. Identify Areas to be Monitored
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.
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).
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.
Please Note: Monitoring for this project is limited all ground disturbing activities west of 28th Street.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
5. Approval of AME and Construction Schedule
After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being

monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.

2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

- (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way

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

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

IV. Discovery of Human Remains

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

- A. Notification
 - 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner

in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.

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

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

V. Night and/or Weekend Work

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

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed

due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 4. MMC shall provide written verification to the PI of the approved report.
 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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.

Please Note: Monitoring for this project has been identified for all ground disturbing activities that is limited to areas of the project with previously undisturbed soils.

- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

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

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

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

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

IV. Night and/or Weekend Work

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

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	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="text"/>	<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:	
<small>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</small>			

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 WITH SPEND CURVE

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

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%	\$ -
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%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	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: _____

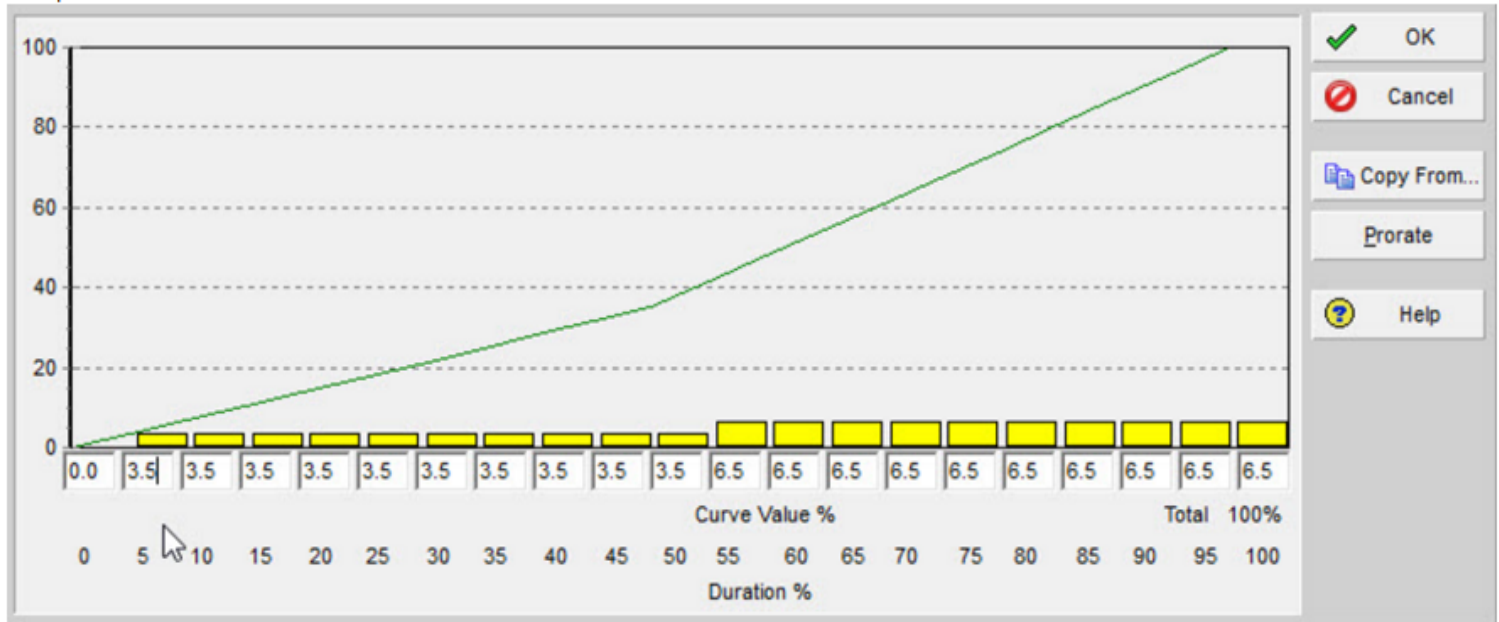
Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value
Duration % Increment

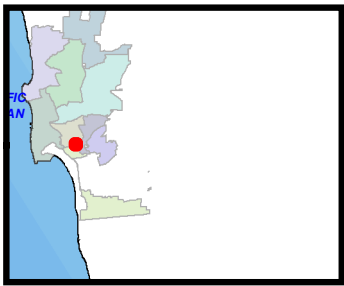
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0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



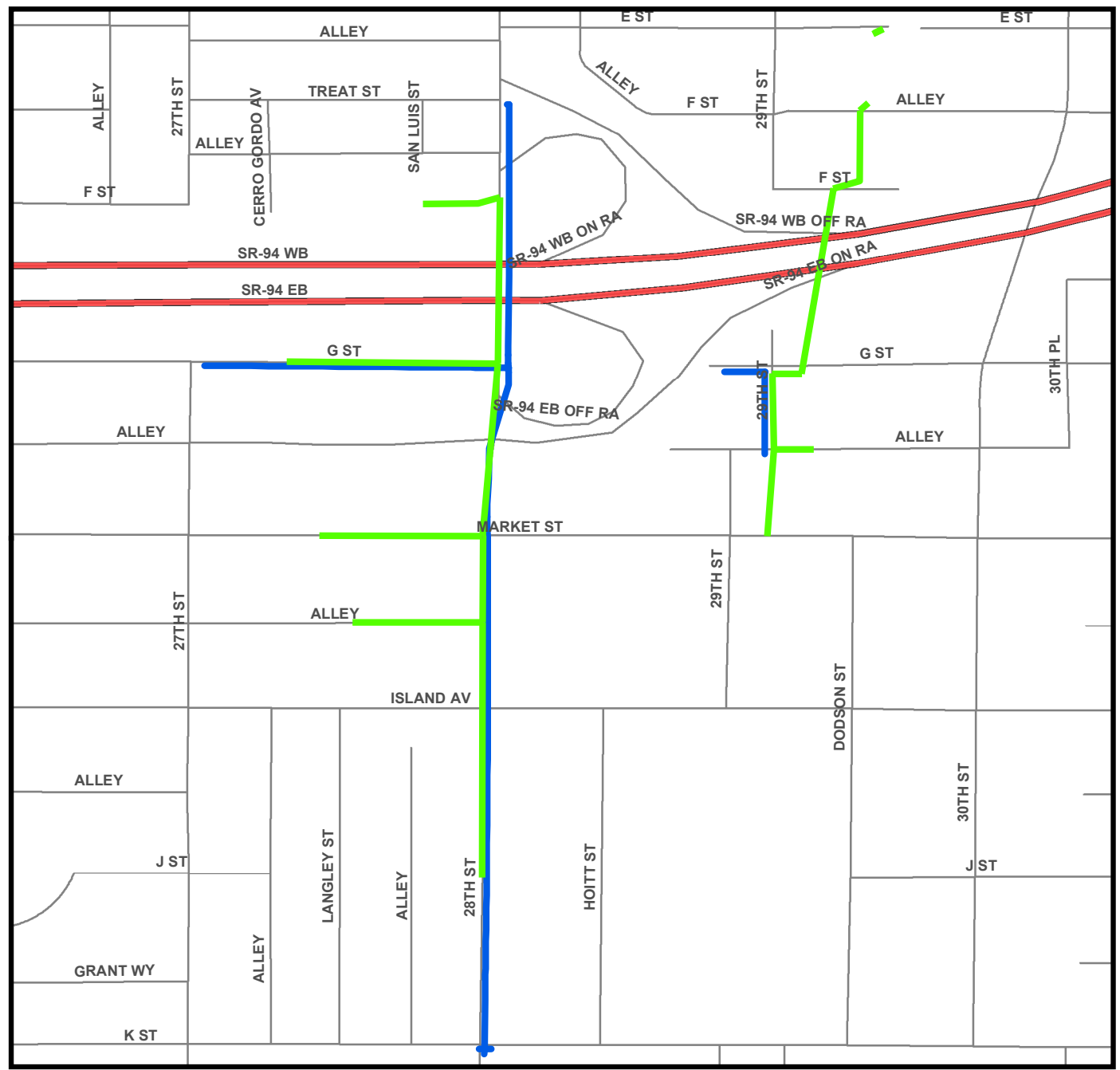
APPENDIX E
LOCATION MAP

THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND MCNALLY & COMPANY to SanGIS. This map is copyrighted by RAND MCNALLY & COMPANY. It is unlawful to copy or reproduce all or any part thereof, whether for personal use or resale, without the prior, written permission of RAND MCNALLY & COMPANY.



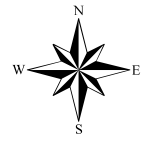
SEWER & AC WATER GROUP 697A

SENIOR ENGINEER: Sheila Bose (619) 533-4698
 PROJECT MANAGER: Elham Lotfi (619) 533-5212
 PROJECT ENGINEER: Bareaz Piromari (619) 533-5474
 FOR QUESTIONS ABOUT THIS PROJECT: Call: (619) 533-4207, Email: engineering@sandiego.gov



Legend

- Prop. Sewer
- Prop. Water



APPENDIX F
ADJACENT PROJECTS

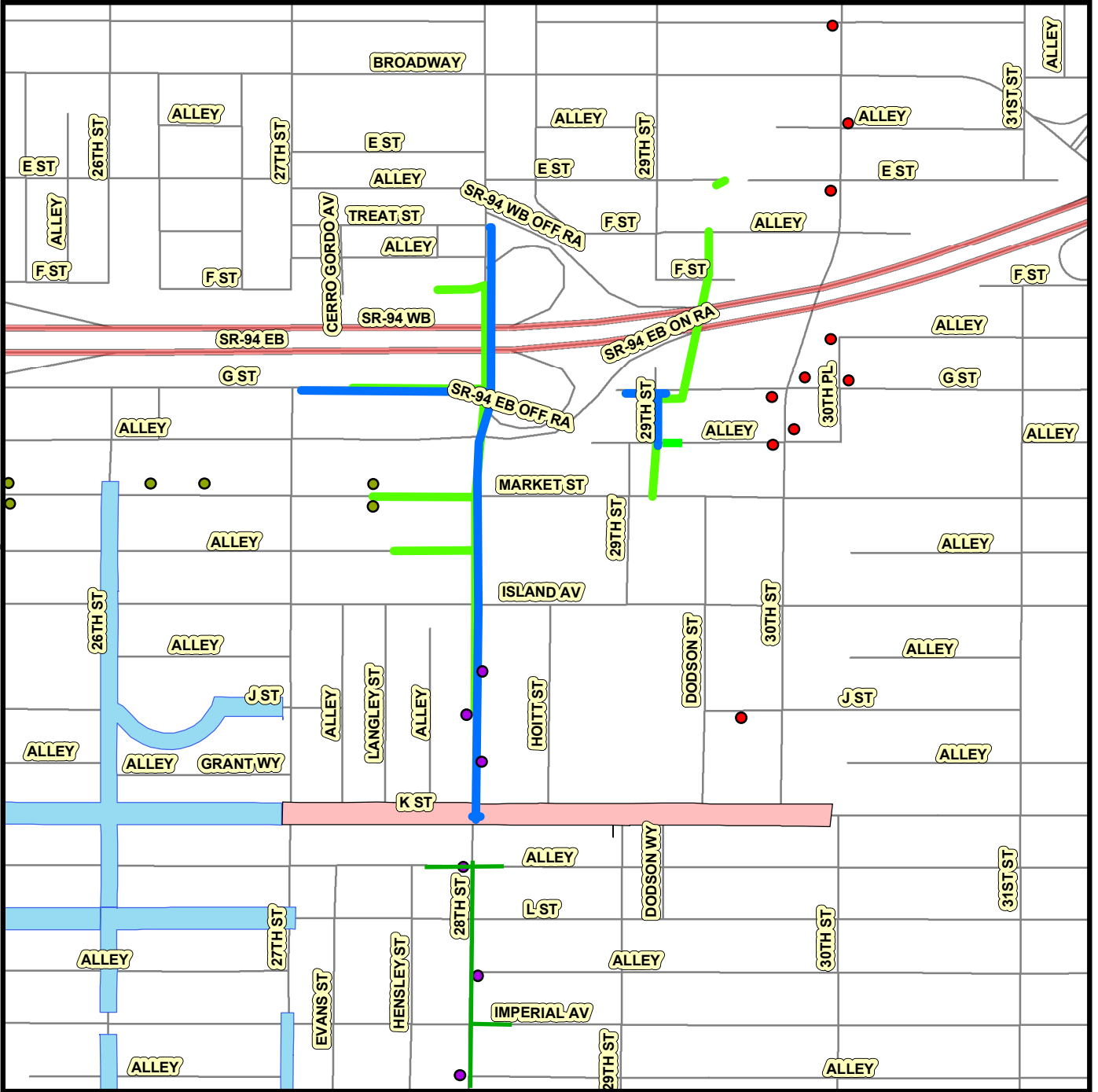
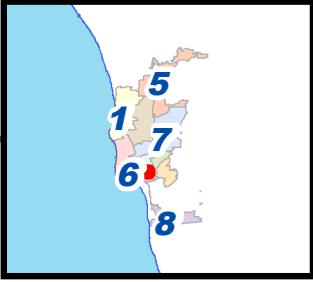
Sewer and AC Water Group 697A

SENIOR ENGINEER
Sheila Bose
(619) 533-4698

PROJECT MANAGER
Elham Lotfi
(619) 533-5212

PROJECT ENGINEER
Bareaz Piromari
(619) 533-5474

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



- B00717
- B16008
- B13156
- AC Water Group 697A
- Sewer Group 697A
- K Street Phase 2 (B00851)
- Residential Project Block 8F (B00714)
- 28TH ST (B17070)



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APPENDIX G

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

MONTHLY DRINKING WATER DISCHARGE MONITORING FORM

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by (http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf), and as follows:

Project Name:		WBS or IO No.:		Contract No.:										
QSP Conducting Tests:			*Signature of QSP:											
BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE														
*By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.														
Event #	Discharge Location ¹	Discharge Description ²	Category ³	Sampling ⁴				Limit	Exceedance?		Notes			
				Measurement	Unit	Time	Result		No	Yes				
1	<u>Location</u>	<input type="checkbox"/> Scheduled <input type="checkbox"/> Emergency	<input type="checkbox"/> Chlorinated ⁵ <input type="checkbox"/> > 1 acre-foot (325,850 gal) ⁵ <input type="checkbox"/> Chollas Creek ⁵ <input type="checkbox"/> Groundwater Well ⁵ <input type="checkbox"/> Other ⁵ _____	Volume (estimate)	gal	Diverted	<div style="border: 1px solid black; width: 100px; height: 100px; display: flex; align-items: center; justify-content: center;"> X </div>							
	gal				To Sewer									
	gal				To Storm Drain									
	gal				Total									
	Chlorine (Minimum samples first 10, first 60, and last 10 minutes)			mg/L					0.1 mg/L =Exceedance					
	Turbidity (Minimum samples first 10, first 60, and last 10 minutes)			NTU					20 NTU =Exceedance for Surface Waters					
PH (Minimum samples first 10, first 60, and last 10 minutes)	Units					Range 6.0 to 9.0								
Additional Samples (Chollas Creek Only)	mg/L													
										Total Hardness				
										Copper				
										Lead				

See Instructions on Sheet 2

Revised 3/8/2017

Receiving Water Monitoring

1) Go to the location where the discharge enters the receiving water.

- Accessible
 Unable to Determine
 No Safe Access

2) If accessible, take pictures and complete the visual monitoring table below. If unable to determine, notify the RE. If no safe access, stop here.

Visual Monitoring		
<u>Is the discharge into the receiving water...</u>		
...causing erosion	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...carrying floating or suspended matter	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing discoloration	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...observed with visible film	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...observed with an sheen or coating	<input type="checkbox"/> Yes	<input type="checkbox"/> NO
...causing potential nuisance conditions	<input type="checkbox"/> Yes	<input type="checkbox"/> NO

3) If all answers are no, stop here. If any answers are yes, take pictures, document and immediately notify the RE

Instructions

- 1) Summarize the location of the discharge by connection location. For example: Albatross St (4th Av to 5th Av). Include the start date and time and the end date and time
- 2) Please select either scheduled or emergency. Scheduled discharges are those that the City knows in advance, for example CIP group jobs. Emergency discharges are those un planned discharges that the City is unaware of until after the discharge has commenced. PWD will only report on emergencies associated with CIP projects.
- 3) Select chlorinated, >1 acre-foot, well development or rehabilitation, or other discharges. Chlorinated are discharges of water that is dosed with chlorine in order to adequately sanitize and disinfect drinking water system facilities. Discharges >1 acre-foot are large discharges that are greater than 325,850 gallons, are not chlorinated, or not from a groundwater well. Chollas Creek are discharge located in the Chollas HSA, No. 908.22 as designated on the plans. Groundwater wells are projects associated with wells including development and rehabilitation.
- 4) Sampling Requirements:

Category	Measure	Limit
Emergency	Volume, Estimate	N/A
Chlorinated	Volume, Estimate	N/A
	Chlorine, Field	0.10 mg/L
	Turbidity, Visual	20 NTU (surface water) or 225 NTU (ocean)
	Estimate	
>1 ac-ft (325,850 gal)	pH, Field	6.0 to 9.0
	Volume, estimate	N/A
	Chlorine, Field	0.10 mg/L
	Turbidity, Visual	20 NTU (surface water) or 225 NTU (ocean)
Additional for Chollas Creek	Estimate	
	pH, Field	6.0 to 9.0
	Total Hardness (Lab)	
	Copper (Lab)	
	Lead (Lab)	
	Zinc (Lab)	

Revised 3/8/2017

Use Additional Sheets as necessary

Submit completed form to Resident Engineer at end of month

APPENDIX H
CALTRANS PERMIT

PLACE
STAMP
HERE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
4050 TAYLOR STREET, MS 110
SAN DIEGO CA 92110

D Hooper

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

1117NUJ0616

PERMIT NO.

11-SD-94/2.35

City of San Diego

Dear Sir or Madam:

All work authorized by the above-numbered permit was
completed on _____ DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

Permit No. 11-17-NUJ-0616	
Dist/Co/Rte/PM 11-SD-94/2.35	
Date JANUARY 4, 2018	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) N/A	Payment Bond Amount (2) N/A
Bond Company N/A	
Bond Number (1) N/A	Bond Number (2) N/A

In compliance with (Check one):

- Your application of **AUGUST 25, 2017**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

CITY OF SAN DIEGO
 525 B STREET, SUITE 750
 TO: SAN DIEGO, CA 92101

ATTN: ELHAM LOTFI
 PHONE: (619) 533-5212

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 94, post mile 2.35, to abandon an existing 10-inch sewer pipe and install a 15-inch PVC sewer pipe within a 36-inch steel casing by the jack and bore method, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Douglas Hooper cell number (858) 688-1458 or by e-mail at douglas.hooper@dot.ca.gov.

The State's Inspector shall be notified seven working days prior to starting work. Permittee shall also call Brian Hinman, telephone number (858) 467-4051 or by e-mail brian.hinman@dot.ca.gov, at least ten (10) working day to arrange for a Caltrans geotechnical representative to be present during the the jack and bore operation.

Working hours shall be as directed or approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein. (CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | General Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Utility Maintenance Provisions |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | Special Provisions |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | A Cal-OSHA permit, if required: Permit No. _____ |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | As-Built Plans Submittal Route Slip for Locally Advertised Projects |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Water Pollution Control Plan |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|------------------------------|--|------------|
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Review |
| <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Inspection |
| <input type="checkbox"/> Yes | | Field Work |

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is complete before **DECEMBER 31, 2018.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

JG:jg
 cc: Permits
 OPerryman, Reg. Mgr.
 DHooper, Inspector
 NSalman, Surveying
 CDodhe, METS
 BHinman, Geot. Inspect.

Permittee
 Contractor

APPROVED:

Cory Binns, Acting District Director

William O. Vivar

William O. Vivar, Acting District Permit Engineer

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Permittee's Contractor will be responsible for the actual cost of inspection, which may be more or less than the deposit. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your Contractor is required to apply for and obtain an encroachment permit prior to starting work. A permit inspection deposit fee of \$6,724.00 will be required upon submittal of the application to perform the work. Your Contractor will also be responsible for any review fees of required submittals. Also, your Contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24 and that they have obtained the proper Cal-Osha permits.

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit, the Department will inform the Permittee when the Permittee's Contractor's bonds may be released.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Provisions dated March, 2013.

Permittee must call Caltrans' District 11 Field Survey Supervisor, Ned Salman, phone number (858) 467-4305 or by e-mail at ned.salman@dot.ca.gov, AT LEAST A MONTH IN ADVANCE OF BEGINNING THE OPERATION, to arrange for Caltrans to conduct an initial survey scan of the pavement surface.

Caltrans shall conduct an initial survey scan of the pavement surface prior to jack and bore and subsequent scans during and after the jack and bore operations. Copies of the pavement survey notes shall be provided to the Permittee Contractor upon request.

Settlement shall not exceed half an inch in 20 feet. Settlement shall be monitored. If it appears during settlement monitoring that this threshold might be exceeded, then all jack and bore operations shall cease immediately. The Permittee shall then submit a plan to stabilize the excavation for Caltrans review and approval. If deemed necessary by Caltrans, the Permittee shall restore the pavement areas to their original condition.

Caltrans' representative may require the Permittee's Contractor to pressure grout the area between the pavement and the casing from within the casing or from the top of pavement to fill any voids caused by the permitted work. Grouting shall be at the expense of the Permittee. The grout holes inside the pipe shall be 8' apart longitudinally and offset 22 degrees from vertical, and staggered to left and right of the top longitudinal axis of the casing. Grout pressure shall not exceed five (5) psig for a duration sufficient to fill all voids.

All pits shall have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Pits shall be lined with filter fabric when groundwater is found and pumping is required.

The Permittee shall provide full-time jack and bore inspection that will be monitored by the State's Geotechnical Representative or the State's Inspector.

Restoration of damage to any highway or non-highway facility caused by escaping drilling fluid, or the jack and bore operation, shall be the responsibility of the Permittee.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Permittee's Contractor shall also prepare and submit for review and approval, as part of the application package, a project specific shoring plan and calculations for any trench 5 feet deep or greater. The shoring plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

Traffic control when permitted or required shall be as directed and approved by the State's Inspector.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated September, 2012.

Upon completion of the work provided herein, the Permittee shall submit one vellum or paper set of As-Built plans to the District 11 Caltrans Permit Office showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically. Mylar or paper sepia plans are not acceptable.

As-Built plans shall be signed by a Land Surveyor or Civil Engineer licensed to practice in the State of California.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 09/2017)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee's authorized agent is allowed to work under this encroachment permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms contained in this encroachment permit, and all attachments to this encroachment permit, for any work to be performed under this encroachment permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision # 35), the permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or encroachment permit provisions are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee must request a final inspection for acceptance and approval by the Department. The local public agency permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the permittee's project site. When existing encroachments conflict with permittee's work, the permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed

at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, *Temporary Traffic Control*) must be followed.

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed. On conventional highways, permittee must place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, *Flagger Control*).

16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc.

off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.

22. **AS-BUILT PLANS:** When required, permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:

- a) Upon completion of the work provided herein, the permittee must submit a paper set of As-Built plans to the Department's representative.
- b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
- c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
- d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
- f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.

23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the permittee for the purpose of providing a notice and record of work. The permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately owned utilities unless permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee must comply with said notice at the permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The permittee agrees to indemnify and save harmless the State, the Department, and all Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description brought for or on account of property damage or injury to or death of any person, including but not limited to members of the public, the permittee, persons employed by the permittee, and persons acting on behalf of the permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit, and/or (b) the work or other activity conducted pursuant to this encroachment permit, and/or (c) the installation, placement, subsequent operation, and/or maintenance of said encroachment, and/or (d) the failure by the permittee or anyone acting on behalf of the permittee to perform permittee's obligations under this encroachment

permit in respect to maintenance or any other obligation, and/or (e) a defect or defects in the work, or obstructions related to the work, or from any cause whatsoever. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the permittee will defend, indemnify, and hold harmless as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the Department, the Directors, officers, employees, agents and/or contractors of the State and/or Department, including but not limited to the Director of Transportation and the Deputy Directors, the permittee, persons employed by the permittee, and/or persons acting on behalf of the permittee.

The permittee waives any and all rights to any type of expressed or implied indemnity against the State, the Department, the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the permitted activity, and further agrees to defend, indemnify, and save harmless the State, the Department, the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

Permittee understands and agrees the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this section and all paragraphs herein, "State's contractors" includes contractors and their subcontractors under contract to the State and/or the Department performing work within the same postmile limits as the work under this encroachment permit.

This section and all paragraphs herein take effect upon issuance of this encroachment permit, and apply both during and after the work or other activity contemplated under this encroachment permit, except as otherwise provided by California law.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the permittee, on behalf of permittee and on behalf of permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

- i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- ii. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.
- iii. That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.
- iv. That the permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the permittee agrees to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and

contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The permittee must notify the Department's representative and the Transportation Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee must provide notification to the regional notification center at least forty-eight (48) hours

before performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT
TR-0400 (Rev 09/2012)

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP) that would require a waste discharge identification number or coverage under the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*). The Permittee shall comply with the following Special Provisions and the direction of the State Representative.

2. NPDES REQUIREMENTS: The Permittee shall be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements. It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices before performing daily work activities. Installation and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, and 9) illicit connection, illegal discharge detection and reporting. The Permittee shall report to the state representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee shall also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency shall be provided to the State representative within 48 hours of reported activity. For additional information on storm water compliance, visit the State Water Resources Control Boards storm water Website at http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee shall be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee shall vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. shall be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas shall not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of the State of California standard specifications for construction (most current version) <http://www.dot.ca.gov/hq/esc/oc/specifications/SSPs/2010-SSPs/>.

6. VEHICLES AND EQUIPMENT: Permittee shall prevent all vehicles, equipment, etc. from leakage or mud tracking onto

roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment shall not result in any pollution at the job site. The Permittee shall immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee shall clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc shall be used in State right of way. Any water from this operation shall be collected and disposed of at an appropriate site. Containment berms or dikes shall be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill-cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater shall be performed during dry weather.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt shall not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee shall protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of the State of California standard specifications for construction (most current version). No such protection measures shall cause an obstruction to the traveling public. The Permittee shall implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site in accordance to section 13-4.03B(1-3) Spill Prevention and Control, Water Pollution Control, of the State of California standard specifications for construction (2010 version).

13. PAINT: Rinsing of painting equipment and materials is not permitted in state right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner shall be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, shall conform to section 13-4.03C Material Management (Storage & Stockpiles), Water Pollution Control, of the State of California standard specifications for construction (2010 version).

15. CONCRETE EQUIPMENT: Concrete equipment shall be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

STORM WATER SPECIAL PROVISIONS for MINIMAL or NO IMPACT

TR-0400 (Rev 09/2012)

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation shall be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities shall be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures shall be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of the State of California (2010 version) standard specifications for construction during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height.

19. STOCKPILES: Stockpiles containing aggregate and/or soil shall be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and shall be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles shall be stored on an impermeable surface and covered with 9mil plastic to prevent contact with water.

20. DISCOVERY OF CONTAMINATION: The State Representative shall be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other nonstorm water liquids not covered under separate waste water permits shall be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal.

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff water, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite water.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans,

absorbent pads, or plastic sheeting with absorbent material, and away from storm water run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations shall comply with the latest Caltrans guidelines. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee shall provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.01B Submittals, Water Pollution Control, of the State of California standard specifications for construction (2010 version). A copy of the Waste Discharge Permit and a copy of a valid WQID number issued by the Regional Board shall be provided to the State representative.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS

TR - 0163 (Rev. 03/2013)

Highway and Freeway encasement requirements for Transverse crossings of Utility installations, installed by the following methods. The pavement or roadway shall not be open-cut unless specifically allowed under a "UT" permit. Utility installations shall not be installed inside of culverts or drainage structures.

The installation of Uncased High Pressure Natural Gas pipelines, on a case by case basis may be allowed, when in compliance with TR-0158 Special Provisions, "Exception to Policy" for Uncased High Pressure Natural Gas Pipelines.

Encasement Requirements based on: Installation Method, Type of Highway Facility and Material Transported in carrier.						
Facility Type	Bore and Jack		Directional Drilling		Trenching	
	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional
High Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Low Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Exempt Facilities (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Pressurized Fluids	Encase	Encase	Encase	Encase	Encase	Encase
Natural Gas Lines Minimum 7.5' Depth (Appendix H)	Encase	Encase	Encase	Encase	Encase	Encase
Gravity Flows	Encase	Encase	Encase	Encase	Encase	Encase

~~NOTE: The District Permit Engineer may waive at his/her discretion, the encasement requirements when warranted.~~

UG 1. CASINGS:

Casings should be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe shall be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable. In specific instances the approval of Headquarters Office of Encroachment Permits, may be required.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore & Jack shall have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

- A. All pipes 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters, shall require encasement.
- B. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Casing Pipe (Diameter)	Minimum Wall Thickness	
	Up to 150 ft (Length)	Over 150 ft (Length)
6" to 28"	1/4"	1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

- C. Spiral welded casing is authorized provided the casing is new and the weld is smooth.

- D. The ends of the casing shall be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- E. When required by the Department's representative, the permittee shall at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe shall be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure shall not exceed 5 psig for a duration sufficient to fill all voids.
- F. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements shall be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- G. The casings placed within freeway right-of-way shall extend to the access control lines.
- H. Wing cutters, if used, shall be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters shall be grouted in accordance with "E" above.
- I. A band welded to the leading edge of the casing should be placed square to the alignment. The band should not be placed on the bottom edge. Flaring the lead section on bores over 100' shall not be permitted.
- J. All casing lengths shall equal to the auger length.
- K. The casings within conventional highways shall extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing shall extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits shall be:

- A. Located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. Located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. Located 5' outside the toe of slope of embankment areas.

- D. Located outside freeway right of way.
- E. Adequately fenced and/or have a Type-K barrier placed around them.
- F. Adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway shall not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors shall be affixed to the shoring on the sides facing traffic. A 6' chain link fence shall be installed around the perimeter of the pits during non-working hours.
- G. All pits should have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits shall be lined with filter fabric.

**UG 2. DIRECTIONAL DRILLING:
Bore and Receiving Pits**

When directional drilling is the approved method for pipe installation, drilling plans shall contain information listed as follows:

1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
2. Proposed drill path alignment (horizontal and vertical).
3. Location and clearances of all other facilities.
4. Depth of cover.
5. Soil analysis.*
6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.
7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long term operational loads including H2O.
8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
9. Drilling fluid pumping capacity, pressures, and flow rates
10. State right-of-way lines, property, and utility right of way or easement lines.
11. Elevations.
12. Type of tracking method/system and accuracy used.
13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.

* May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION:

No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing shall be placed at a 20:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING:

Review, requirements of Section 623.6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "UG1" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee shall provide full-time inspection of tunneling operations. The Department's representative shall monitor projects.

- C. A survey grid shall be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes shall be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment shall be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels shall be at every 8' section or at the end of work shift before the next section is excavated. All grouting shall be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates shall be installed during working hours for running sand or super-saturated soil.

UG 5. HIGH AND LOW RISK FACILITIES:

High and Low Risk Facilities, as defined in the Department's current Manual on High and Low Risk Underground Facilities, shall be installed with a minimum cover of 42".

UG 6. EXEMPT AND OTHER UNDERGROUND FACILITIES:

A. Exempt Facilities:

1. Gas service lines no larger than 2" in diameter or operating at 60 psig or less.
2. Underground electrical service conductors with a potential to ground of 300 volts or less.
3. Departmental owned electrical systems.

- B. All facilities other than high and low risk shall have a minimum cover of 36" except for service connections, which shall have a minimum cover of 30".

UG 7. DETECTOR STRIP:

A continuous metallic detector strip shall be provided with non-metallic main installations. Service connections shall be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING:

All backfilling shall conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling is prohibited.

Any required compaction tests shall be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE MATERIALS:

When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof shall be as specified in the permit.

Temporary repairs to pavements shall be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements shall be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches shall be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS:

No tree roots over 3" will be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. The roots that are 3" or more in diameter inside the tree drip line shall be tunneled under and wrapped in burlap and kept moist until the trench is refilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes shall not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY:

Pipes and conduits paralleling the pavement shall be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE:

Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS:

The permittee shall not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION:

The permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify the Department prior to the tests. The permittee shall perform any necessary corrective measures and advise the Department.

UG 15. TIE-BACKS:

- A. Tie-backs shall be placed for the sole purpose of supporting shoring and/or soldier piles placed outside State highway rights-of-way to facilitate permittee's excavation.
- B. Tiebacks shall be disconnected from the shoring and/or soldier piles one (1) year prior to releasing the bond.

UG 16. INSTALLATION BY OPEN CUT METHOD:

When the permit authorizes installation by the open cut method no more than one lane of the highway pavement shall be open-cut at any one time. Any exceptions shall be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging shall be required to make the entire highway facility available to the traveling public in accordance with the Steel Plate Bridging Special Provisions (TR-0157)

UG 17. PAVEMENT REMOVAL:

PCC pavement to be removed shall be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement shall be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge shall be removed.

UG 18. MAINTAIN ACCESS:

Where facilities exist (sidewalks, bike paths), a minimum width of 4' shall be maintained at all times for safe pedestrian and bicyclist passage through the work area.

UG 19. SIDES OF OPEN-CUT TRENCHES:

Sides of open cut trenches in paved areas shall be kept as nearly vertical as possible. Trenches shall not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void shall be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT:

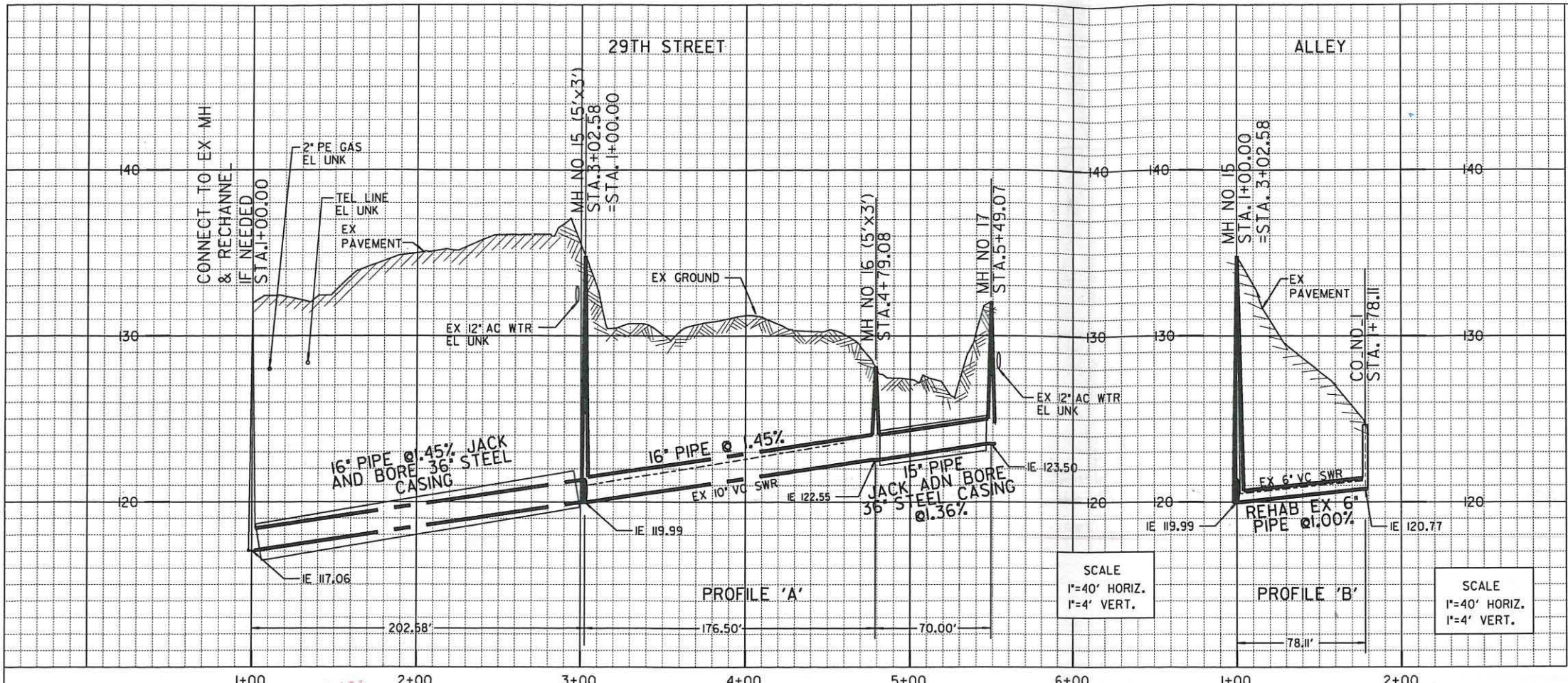
Repairs to PCC pavement shall be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC pavement shall equal existing pavement thickness. The concrete shall be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR CURBS:

Concrete sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS:

No earth or construction materials shall be dragged or scraped across the highway pavement, and no excavated earth shall be placed or allowed to remain at a location where it may be tracked on the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the permittee.



Alignment Name: sHT 6 & 7 RTR
 Alignment Description:
 Alignment Style: Default
 Station Northing Easting

Element: Linear
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 PI (I16) 3+02.58 1840058.02 6290452.99
 Tangential Direction: 0.05
 Tangential Length: 202.58

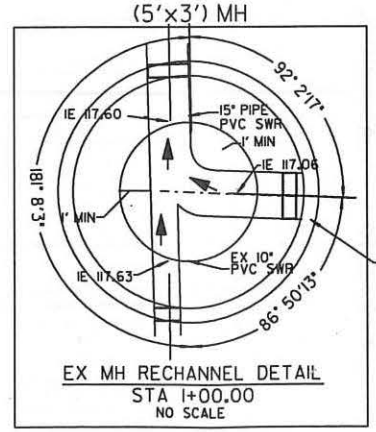
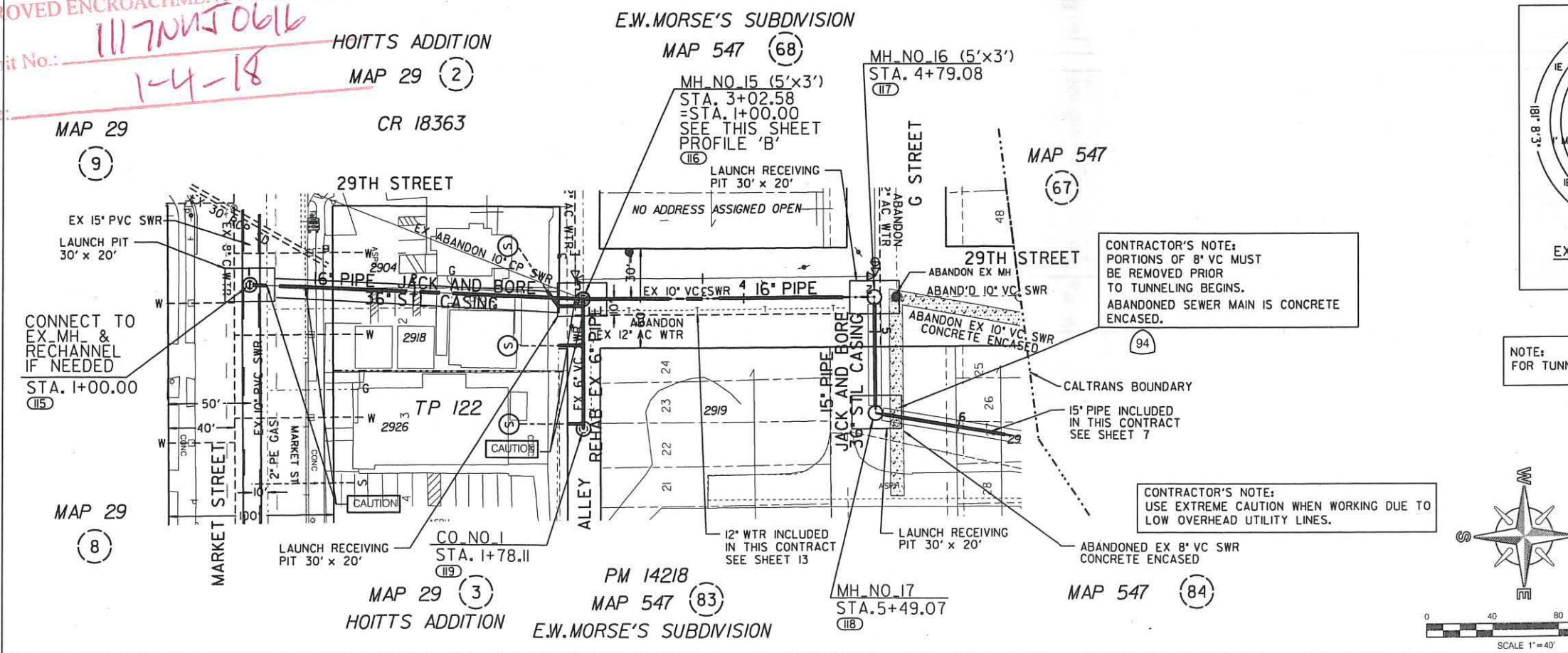
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 PI (I16) 3+02.58 1840058.02 6290452.99
 PI (I17) 4+79.08 1840234.52 6290453.49
 Tangential Direction: 0.00
 Tangential Length: 176.50

Element: Linear
 PI (I17) 4+79.08 1840234.52 6290453.49
 PI (I18) 5+49.07 1840234.52 6290523.48
 Tangential Direction: 1.57
 Tangential Length: 69.99

Alignment Name: ALLEY BLK 3
 Station Northing Easting

Element: Linear
 POB (I16) 1+00.00 1840058.02 6290452.99
 POE (I19) 1+78.11 1840057.73 6290531.11
 Tangential Direction: 1.57
 Tangential Length: 78.11

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 11170010616
 Date: 1-4-18
 MAP 29 (9)
 HOITTS ADDITION
 MAP 29 (2)
 CR 18363

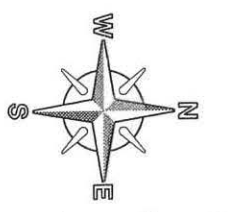


REFERENCE:
 WATER: 9065-152-D, 10136-12-D
 SEWER: 200-6,7,8-L, 30783-15-D, 5366-D, 9065-107-D
 STORM DRAIN: 13723-L
 GAS: 15997-118745
 ELECTRIC: 15997-118745
 CABLE TV: 1289 E3
 TELEPHONE: CS0603DB
 IMPROVEMENTS: NONE
 100' SCALE/FIELD BOOK: H225
 THOMAS BROS., 1289 E3
 RETIREMENTS:
 10' - VC - 189.52' - 1954
 6' - CONC - 78.11' - UNK
 8' - VC - 76.11' - 1954
 4' LATERAL - 3 - UNK - UNK
 MH - 4 x 3 - 2 - 1954

NOTE:
 FOR TUNNELING DETAIL SEE SHEET 18

CONTRACTOR'S NOTE:
 PORTIONS OF 8" VC MUST BE REMOVED PRIOR TO TUNNELING BEGINS. ABANDONED SEWER MAIN IS CONCRETE ENCASED.

CONTRACTOR'S NOTE:
 USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

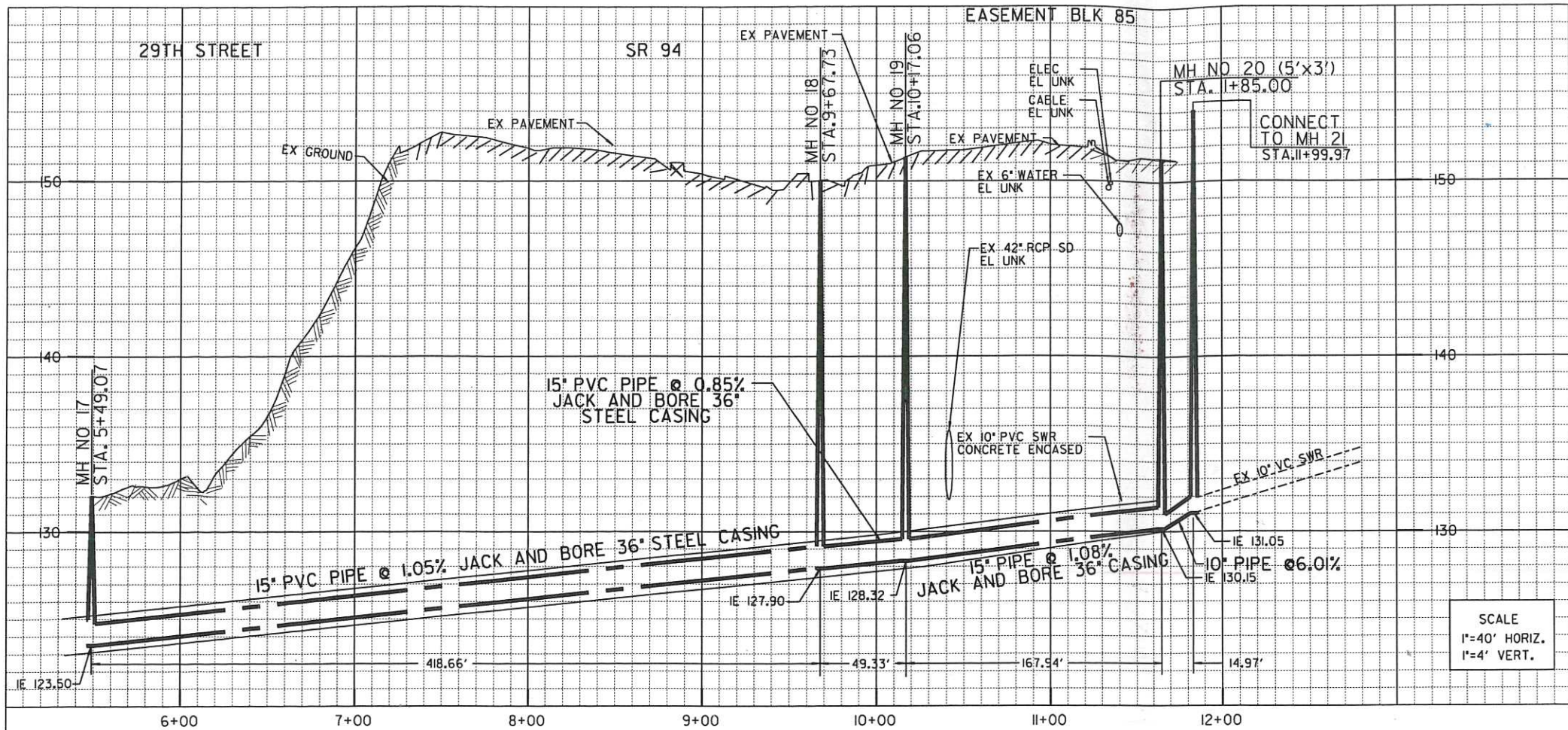


SEWER AND AC WATER GROUP 697A
 29TH STREET
 MARKET ST TO G STREET
 ALLEY BLK 3
 EO 29TH ST

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 6 OF 20 SHEETS		WATER WBS: B-15207 SEWER WBS: B-00346
FOR CITY ENGINEER: SHEILA BOSE DATE: _____ PRINT DATE NAME: _____ PROJECT: _____		SUBMITTED BY: ELHAM LOTFI PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	BP/RT	
		DATE
		FILED
		198-1728
		CCS27 COORDINATE
		6289702-1839094
		CCS83 COORDINATE
CONTRACTOR	DATE STARTED	38131-06-D
INSPECTOR	DATE COMPLETED	

29TH STREET / ALLEY BLK 3

RECEIVED
 DEC 01 2017



Alignment Name: sht 6 & 7 RTR
 Alignment Description:
 Alignment Style: Default
 Station Northing Easting

Element: Linear
 PI (I18) 5+49.07 1840234.52 6290523.48
 PI (I19) 9+67.73 1840646.96 6290595.44
 Tangential Direction: 0.17
 Tangential Length: 418.66

Element: Linear
 PI (I20) 10+17.06 1840649.96 6290644.68
 PI (I21) 11+85.00 1840817.90 6290644.65
 Tangential Direction: 1.51
 Tangential Length: 49.33

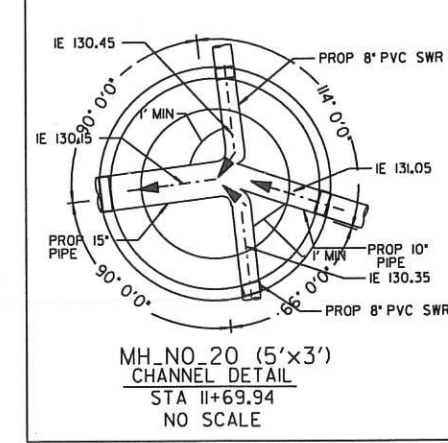
Element: Linear
 PI (I21) 10+17.06 1840649.96 6290644.68
 PI (I22) 11+85.00 1840817.90 6290644.65
 Tangential Direction: 6.28
 Tangential Length: 167.94

Element: Linear
 PI (I21) 11+85.00 1840817.90 6290644.65
 PI (I22) 11+99.97 1840831.44 6290651.01
 Tangential Direction: 0.44
 Tangential Length: 14.97

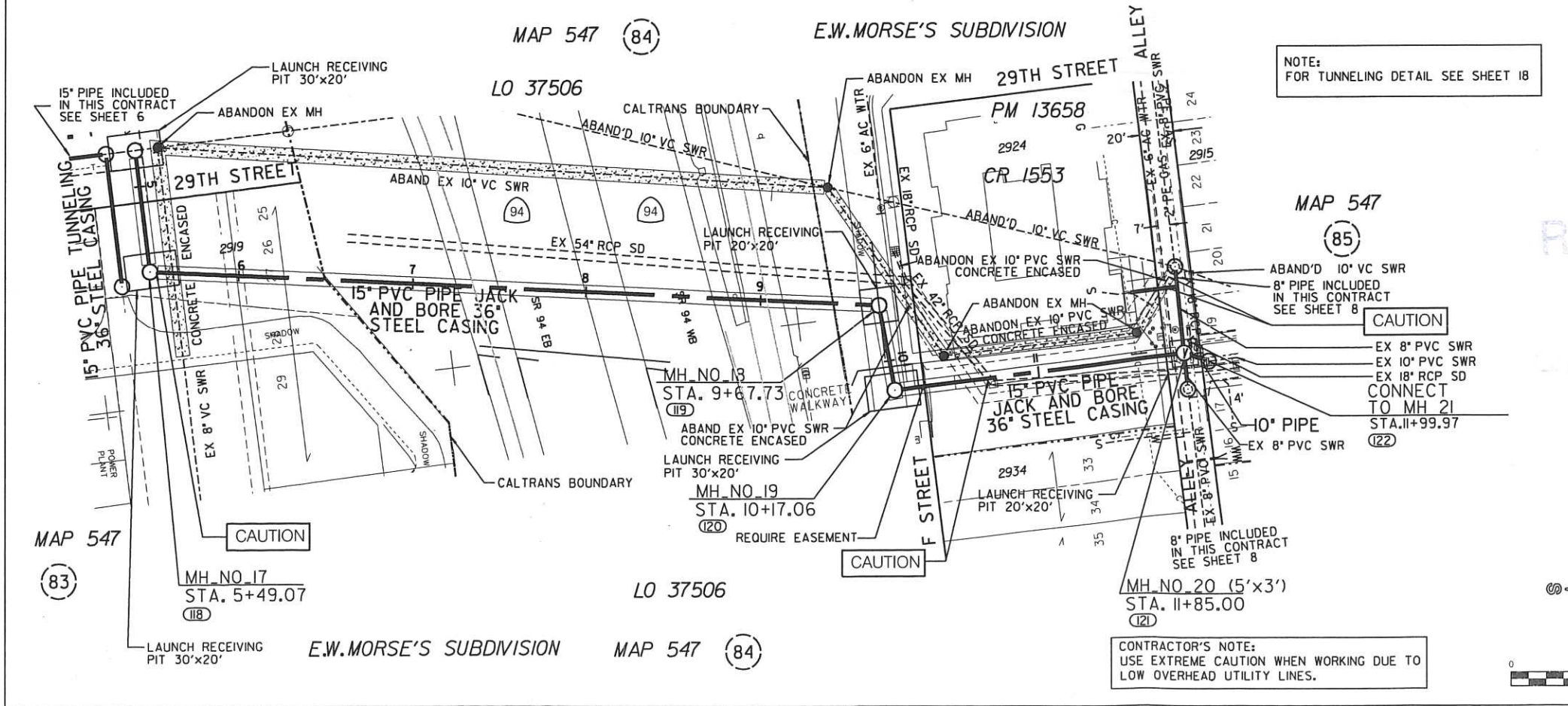
PERMIT NUMBER _____
 CO SD RTE 52 PM 1.35
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



SCALE
 1"=40' HORIZ.
 1"=4' VERT.



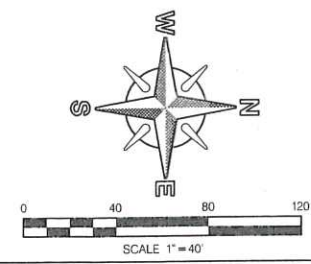
NOTE:
 FOR TUNNELING DETAIL SEE SHEET 18

REFERENCE:
 WATER: 9065-161-D
 SEWER: 200-5-L, 9065-107-D, 21732-3-5-D, 37139-2-D
 STORM DRAIN: 9065-107-D
 GAS: 15997-18755
 ELECTRIC: 15997-18755
 CABLE TV: 1289 E3
 TELEPHONE: NONE
 IMPROVEMENTS: NONE
 100' SCALE/FIELD BOOK: H225
 THOMAS BROS.: 1289 E3

RETIREMENTS:
 10" - VC - 385.38' - 1954
 10" - PVC - 117.20' - 1987
 10" - PVC - 155.49' - 1987
 MH - 4X3 - 1 - 1954
 MH - 5 x 3 - 3 - 1987

RECEIVED
 DEC 01 2017

APPROVED ENCROACHMENT PERMIT PL...
 Permit No.: 1117N4J0616
 Date: 1-4-18

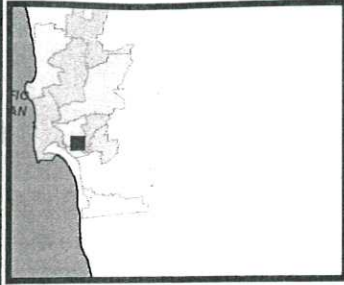


CONTRACTOR'S NOTE:
 USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

SEWER AND AC WATER GROUP 697A 29TH ST/SR 94 29TH ST TO ALLEY BLK 85		WATER WBS B-15207 SEWER WBS B-00346
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 7 OF 20 SHEETS		APPROVED BY: ELHAM LOTFI PROJECT MANAGER
FOR CITY ENGINEER: SHEILA BOSE DATE: _____ PRINT DC# NAME: _____ REC# _____		DRAWN BY: BAREAZ PIROMARI PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	BP/RT	
198-1728 CCS97 COORDINATE		6289702-1839094 CCS83 COORDINATE
CONTRACTOR: _____ DATE STARTED: _____		38131-07-D
INSPECTOR: _____ DATE COMPLETED: _____		

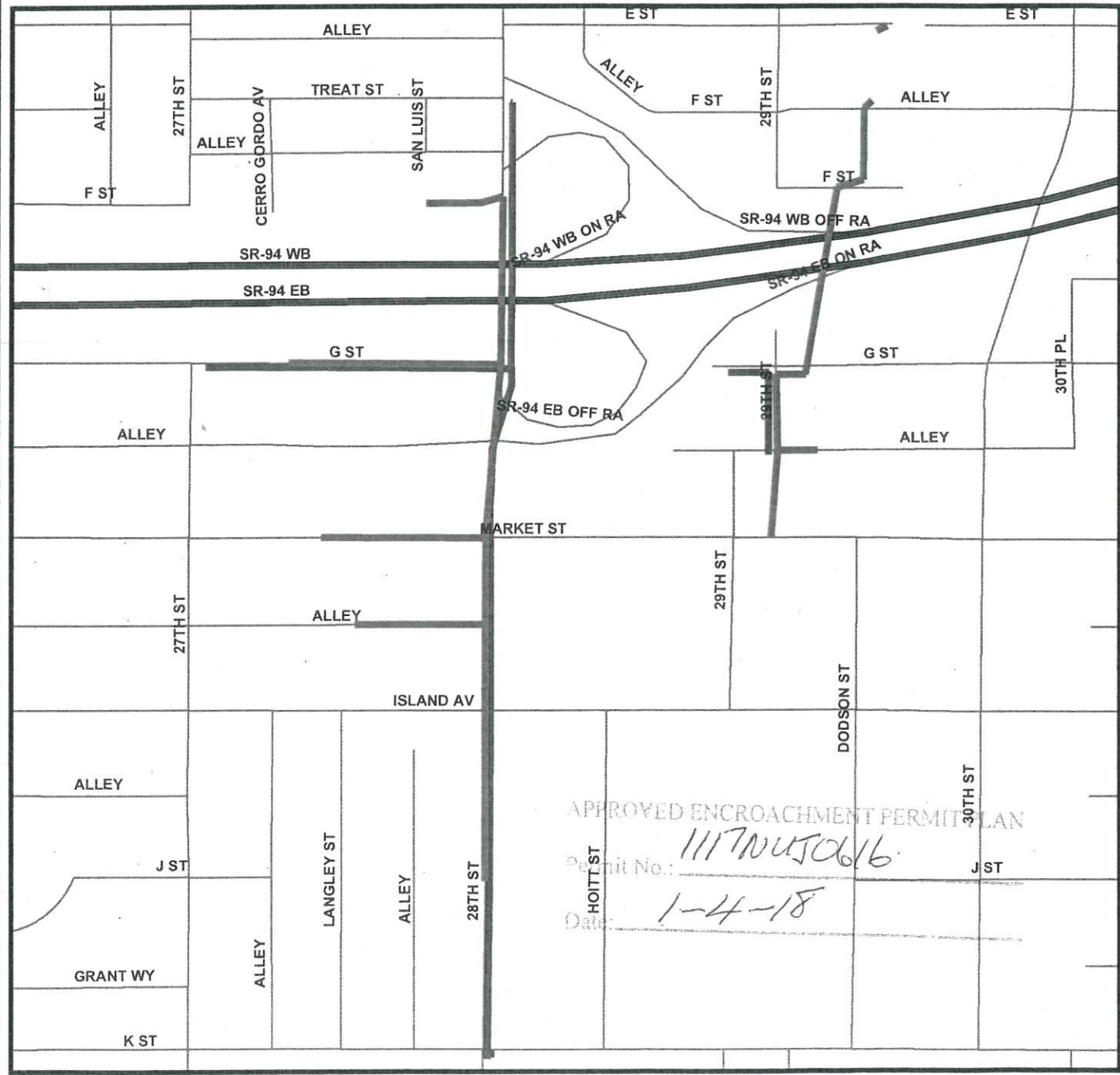
29TH ST/SR 94

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The City of
SAN DIEGO Public Works
SEWER & AC WATER GROUP 697A

SENIOR ENGINEER: Sheila Bose (619) 533-4698
 PROJECT MANAGER: Elham Lotfi (619) 533-5212
 PROJECT ENGINEER: Bareaz Piromari (619) 533-5474
 FOR QUESTIONS ABOUT THIS PROJECT
 Call: (619) 533-4207
 Email: engineering@sandiego.gov



Legend

- Prop. Sewer
- Prop. Water



COMMUNITY NAME:
 GREATER GOLDEN HILL, SOUTHEASTERN
 SAN DIEGO: SOUTHEASTERN
 Sewer and AC Water Group 697A
 Date: March 31, 2018
 Appendix H - Caltrans Permit

COUNCIL DISTRICT: 3 & 8



SAP ID: B00346(S) \ B15207(W)
 196 | Page

PLACE
STAMP
HERE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
4050 TAYLOR STREET
MS 110
SAN DIEGO CA 92110

D. HOOPER

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

117NUT0663

PERMIT NO.

11-SD-94/2.22

City of SAN Diego

Dear Sir or Madam:

All work authorized by the above-numbered permit was
completed on

DATE

SIGNATURE OF PERMITTEE

FM 92 1546 M

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

Permit No. 11-17-NUT-0663	
Dist/Co/Rte/PM 11-SD-94/2.22	
Date DECEMBER 29, 2017	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) N/A	Payment Bond Amount (2) N/A
Bond Company N/A	
Bond Number (1) N/A	Bond Number (2) N/A

In compliance with (Check one):

- Your application of **SEPTEMBER 8, 2017**
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

CITY OF SAN DIEGO
525 B STREET, SUITE 750

TO: SAN DIEGO, CA 92101

ATTN: ELHAM LOTFI
PHONE: (619) 533-5212

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in San Diego County, City of San Diego, on Route 94, post mile 2.22, to abandon an existing 6-inch CP sewer pipe, install a new 10-inch PVC sewer main pipe, replace a 8-inch AC water pipe with a new 8-inch PVC water main pipe, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Douglas Hooper cell number (858) 688-1605 or by e-mail at douglas.hooper@dot.ca.gov.

The State's Inspector shall be notified seven working days prior to starting work.

Working hours shall be as directed or approved by the State's Inspector and in accordance with the attached lane closure requirement charts no. 1-8.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes _____ Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is complete before **SEPTEMBER 30, 2018.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized. No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

JG:jg
cc: Permits
OPerryman, Reg. Mgr.
DHooper, Inspector
Permittee
Contractor

APPROVED:

Cory Binns, Acting District Director

William O. Vivar

William O Vivar, Acting District Permit Engineer

CITY OF SAN DIEGO
11-17-NUT-0663
DECEMBER 29, 2017
PAGE TWO

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Provisions dated March, 2013.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. Permittee's Contractor will also be responsible for the actual cost of mark-out by Caltrans personnel. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$1,312.00 is required at the time of application. Also, your contractor must submit proof that they have obtained executed bonds with the City of La Mesa, in accordance with General Provision No. 24.

CITY OF SAN DIEGO
11-17-NUT-0663
DECEMBER 29, 2017
PAGE THREE

Notwithstanding General Provision 24, the Permittee's Contractor's bonds shall remain in full force through completion of the work and acceptance by the Department. Upon fulfillment of all obligations under this permit the Department will notify the Permittee when the Permittee's Contractor's bonds may be released.

Permittee's Contractor shall also prepare and submit for review and approval, as part of the application package, a project specific shoring plan and calculations for any trench 5 feet deep or greater. The shoring plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulder in accordance with attached Caltrans 2015 Standard Plans RSP T9, RSP T10, T11, T14 and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Edition, Section 12 "Temporary Traffic Control" of Caltrans 2015 Standard Specifications, and these Special Provisions.

When existing pedestrian facilities are disrupted, closed, or relocated in a Temporary Traffic Control zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility as determined by the State's Inspector. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Permittee shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Permittee shall retain a Civil Engineer, licensed to practice in California, who shall upon completion of the placement or regrading of materials requiring compaction, furnish to the State's Inspector, a report certifying that the compaction work has been accomplished in accordance with Caltrans Standard Specifications and Standard Plans. Compaction testing, in accordance with Caltrans testing procedures and policies, shall be performed by a certified testing laboratory. Copies of the test shall accompany the engineer's report.

Your attention is directed to Standard Specifications Section 5-1.36 "Property and Facility Preservation" and Business and Professions Code, Section 8771. Permittee shall physically inspect the work site and locate survey monuments prior to work commencement. Monuments that might be disturbed shall be referenced or reset in accordance with Business and Professions Code.

CITY OF SAN DIEGO
11-17-NUT-0663
DECEMBER 29, 2017
PAGE FOUR

If feasible, monuments should not be set within the traveled way. All monuments that must be set or perpetuated in paved surfaces, shall be constructed in accordance with Caltrans Standard Specification Section 78-2, "Survey Monuments" and Standard Plan A74, Type D, or equal with prior approval of the District Survey Engineer.

Copies of Corner Records or Record of Surveys recorded in compliance with the Business and Professions Code shall be forwarded to the District Surveys Engineer.

Permittee shall implement and maintain the attached WPCP, dated as approved October 4, 2017, and as directed and approved by the State's Inspector.

Sidewalk shall be sawcut to an existing expansion joint or scoreline. New concrete shall match existing concrete color, texture and score pattern.

Curbs and gutters shall be installed over 6 inches of Class 2 Aggregate Base. Sidewalks shall be placed over 4 inches of Class 3 Aggregate Subbase.

Pavement shall be sawcut a minimum of 0.2 foot deep prior to paving.

No dropoff adjacent to the edges of the existing pavement will be permitted during nonworking hours or days. Prior to leaving the job site at the end of the working day, any dropoff adjacent to the edge of pavement shall be temporarily backfilled and compacted for a minimum width of 4 foot. Temporary backfill shall be level with the pavement at its edge and shall have a maximum slope of 4:1 away from the pavement. Temporary backfill material shall be base material.

All open trenches within the improved area shall be backfilled, compacted and temporary repairs made to the surfacing before leaving the job site at the end of the working day. In lieu of temporary repairs, steel plate bridging may be allowed if approved by the State's Inspector prior to the start of work. Permanent paving shall be placed within five working days after completion of the above work. Permanent backfill and paving shall conform to the attached ENCROACHMENT PERMIT TRENCH DETAIL dated September, 2006 and the attached BACKFILL REQUIREMENTS.

When steel plate bridging is used, the attached Steel Plate Bridging Special Provisions will apply in addition to the attached General Provisions.

Upon completion of the work provided herein, the Permittee shall submit one vellum or paper set set of As-Built plans to the District 11 Caltrans Permit Office showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically. Mylar or paper sepia plans are not acceptable.

As-Built plans shall be signed by a Land Surveyor or Civil Engineer licensed to practice in the State of California.

CITY OF SAN DIEGO
11-17-NUT-0663
DECEMBER 29, 2017
PAGE FIVE

Locations shall be tied to points that are compatible with State's datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities.

Soil within the state right of way may contain elevated levels of lead from the leaded fuels used in the past. No soil shall leave the state right of way without an ADL Study being completed. Handling of material containing ADL must result in no visible dust migration. Use dust control measures. A means of controlling dust must be available at all times when handling material in work areas containing ADL.

The provisions in this section will not relieve the Permittee from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

**Chart No. 1
Complete Ramp Lane Hours/Ramp Lane Requirement Hours**

County: SD	Route/Direction: 94/EB	PM: 2.259																								
		2.340																								
	94/WB	2.381																								
		2.266																								
Closure Limits: EB Off-ramp to 28 th St																										
EB On-ramp from 28 th St																										
WB Off-ramp to 28 th St																										
WB On-ramp from 28 th St																										
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mondays through Thursdays											S	S	S	S	S	S										
Fridays											S	S	S	S	S	S										
Saturdays																										
Sundays																										
Legend:																										
<input checked="" type="checkbox"/> S Ramp shoulder closure is permitted for placement of signs only.																										
<input type="checkbox"/> Work is allowed within the highway where a shoulder or lane closure is not required.																										
REMARKS:																										

PN- 11-17-NUT-0663 - 09-20-2017EC



**Chart No. 2
Complete Ramp Lane Hours/Ramp Lane Requirement Hours**

County: SD	Route/Direction: 94/WB	PM: 2.266
------------	------------------------	-----------

Closure Limits: WB On-ramp from 28th St

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											C	C	C	C	C	C									
Fridays											C	C	C	C	C	C									
Saturdays																									
Sundays																									

Legend:

Ramp may be closed completely.

Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS:

PN- 11-17-NUT-0663 – 09-20-2017EC



**Chart No. 3
Complete Ramp Lane Hours/Ramp Lane Requirement Hours**

County: SD	Route/Direction: 94/EB													PM: 2.259											
Closure Limits: EB Off-ramp to 28 th St																									
FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											1	1	1	1	1	1									
Fridays											1	1	1	1	1	1									
Saturdays																									
Sundays																									

Legend:

- 1 Provide at least 1 ramp lane, not less than 11 feet in width, open in the direction of travel.
- Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS:

PN- 11-17-NUT-0663 – 09-20-2017EC

②

**Chart No. 4
Complete Road Closure Hours/Road Lane Requirement Hours**

County: SD	Route/Direction: NB/SB	PM:
	28 th St	

Closure Limits: At Rte 94

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											S	S	S	S	S	S									
Fridays											S	S	S	S	S	S									
Saturdays																									
Sundays																									

Legend:

- S Shoulder closure is permitted/(may also be used for placement of signs)
- Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

PN- 11-17-NUT-0663 – 09-20-2017EC



**Chart No. 5
Complete Road Closure Hours/Road Lane Requirement Hours**

County: SD	Route/Direction: NB/SB	PM:
	28 th St	

Closure Limits: At Rte 94

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											R	R	R	R	R	R									
Fridays											R	R	R	R	R	R									
Saturdays																									
Sundays																									

Legend:

R Provide at least one through traffic lane, not less than 10 feet in width, for use by both directions of travel (Reversing Traffic Control)

Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

NOTE: When Reverse Traffic Control is used:

1. Close one traffic lane and stop public traffic for periods not to exceed ten minutes.
2. Maximum length of one-way control between flaggers shall be (0.25) mi.

PN- 11-17-NUT-0663 – 09-20-2017EC



**Chart No. 6
Complete Road Closure Hours/Road Lane Requirement Hours**

County: SD	Route/Direction: NB	PM:
	28 th St	

Closure Limits: JSO Rte 94

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											1	1	1	1	1	1									
Fridays											1	1	1	1	1	1									
Saturdays																									
Sundays																									

Legend:

1 Provide at least one through traffic lane open in direction of travel.

Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

PN- 11-17-NUT-0663 – 09-20-2017EC



**Chart No. 7
Complete Road Closure Hours/Road Lane Requirement Hours**

County: SD	Route/Direction: SB	PM:
	28 th St	

Closure Limits: At Rte 94

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											1	1	1	1	1	1									
Fridays											1	1	1	1	1	1									
Saturdays																									
Sundays																									

Legend:

- 1 Provide at least one through traffic lane open in direction of travel.
- Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

Lane shift see TCP Sheet T-11.

PN- 11-17-NUT-0663 – 09-20-2017EC



**Chart No. 8
Road Lane Requirement Hours**

County: SD	Route/Direction: NB 28 th St	PM:
------------	---	-----

Closure Limits: At Rte 94

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mondays through Thursdays											C	C	C	C	C										
Fridays											C	C	C	C	C										
Saturdays																									
Sundays																									

Legend:

Street may be closed.

Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

See TCP Sheet T39 for detour.

PN- 11-17-NUT-0663 – 09-20-2017EC



STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 09/2017)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way are exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** No party other than the permittee or permittee’s authorized agent is allowed to work under this encroachment permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms contained in this encroachment permit, and all attachments to this encroachment permit, for any work to be performed under this encroachment permit.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision # 35), the permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the permittee and the Department.

Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or encroachment permit provisions are not allowed without prior approval from the Department’s representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, permittee must request a final inspection for acceptance and approval by the Department. The local public agency permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the permittee’s project site. When existing encroachments conflict with permittee’s work, the permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed

at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

14. **PUBLIC TRAFFIC CONTROL:** As required by law, the permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity.

Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, *Temporary Traffic Control*) must be followed.

15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed. On conventional highways, permittee must place properly attired flagger(s) to stop or warn the traveling public in compliance with the California Manual on Uniform Traffic Control Devices (Chapter 6E, *Flagger Control*).

16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, *Public Safety*, of the Department's Standard Specifications.

17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.

18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).

19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc.

off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.

20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.

21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.

22. **AS-BUILT PLANS:** When required, permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:

- a) Upon completion of the work provided herein, the permittee must submit a paper set of As-Built plans to the Department's representative.
- b) All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
- c) The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
- d) If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
- e) As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
- f) The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements, and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.

23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the permittee for the purpose of providing a notice and record of work. The permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately owned utilities unless permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency permittee also must comply with the following requirements:
- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the permittee must comply with said notice at the permittee's sole expense.
26. **ENVIRONMENTAL:**
- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
 - b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.
27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The permittee agrees to indemnify and save harmless the State, the Department, and all Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description brought for or on account of property damage or injury to or death of any person, including but not limited to members of the public, the permittee, persons employed by the permittee, and persons acting on behalf of the permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit, and/or (b) the work or other activity conducted pursuant to this encroachment permit, and/or (c) the installation, placement, subsequent operation, and/or maintenance of said encroachment, and/or (d) the failure by the permittee or anyone acting on behalf of the permittee to perform permittee's obligations under this encroachment

permit in respect to maintenance or any other obligation, and/or (e) a defect or defects in the work, or obstructions related to the work, or from any cause whatsoever. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the permittee will defend, indemnify, and hold harmless as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the Department, the Directors, officers, employees, agents and/or contractors of the State and/or Department, including but not limited to the Director of Transportation and the Deputy Directors, the permittee, persons employed by the permittee, and/or persons acting on behalf of the permittee.

The permittee waives any and all rights to any type of expressed or implied indemnity against the State, the Department, the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the permitted activity, and further agrees to defend, indemnify, and save harmless the State, the Department, the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

Permittee understands and agrees the Directors, officers, employees, and/or agents of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, are not personally responsible for any liability arising from or by virtue of this encroachment permit.

For the purpose of this section and all paragraphs herein, "State's contractors" includes contractors and their subcontractors under contract to the State and/or the Department performing work within the same postmile limits as the work under this encroachment permit.

This section and all paragraphs herein take effect upon issuance of this encroachment permit, and apply both during and after the work or other activity contemplated under this encroachment permit, except as otherwise provided by California law.

29. **NO PRECEDENT ESTABLISHED:** This encroachment permit is issued with the understanding that it does not establish a precedent.

30. **FEDERAL CIVIL RIGHTS REQUIREMENTS FOR PUBLIC ACCOMMODATION:**

a) As part of the consideration for being issued this encroachment permit, the permittee, on behalf of permittee and on behalf of permittee's personal representatives, successors in interest, and assigns, does hereby covenant and agree that:

i. No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii. That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii. That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv. That the permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

b) That in the event of breach of any of the above nondiscrimination covenants, the State and the Department have the right to terminate this encroachment permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

31. **MAINTENANCE OF HIGHWAYS:** By accepting this encroachment permit, the permittee agrees to properly maintain any encroachment. This assurance requires the permittee to provide inspection and repair any damage, at permittee's expense, to State facilities resulting from the encroachment.

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and

contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued.

The permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.

33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The permittee must notify the Department's representative and the Transportation Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The permittee must provide notification to the regional notification center at least forty-eight (48) hours

before performing any excavation work within the State highway right-of-way.

38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

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DIS#	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Reinhold Singh
REGISTERED CIVIL ENGINEER

JANUARY 20, 2017
PLANS APPROVAL DATE

STATE OF CALIFORNIA
DIVISION OF HIGHWAYS
THE ACCOUNT OF COMPLETION OF THESE COPIES OF THIS PLAN SHEET.

TO ACCOMPANY PLANS DATED _____

TABLE 1

SPEED (S)	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING												
	MINIMUM TAPER LENGTH * FOR WIDTH OF OFF-SET 1/2 FEET (W)					MAXIMUM CHANNELIZING DEVICE SPACING							
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	TAPER X	TANGENT Y	Z **	CONFLICT					
20	100	80	40	27	20	40	10	10	FT	FT	FT	FT	FT
25	250	125	63	42	25	50	12	12	FT	FT	FT	FT	FT
30	360	180	90	60	30	60	15	15	FT	FT	FT	FT	FT
35	490	245	123	82	35	70	17	17	FT	FT	FT	FT	FT
40	640	320	160	107	40	80	20	20	FT	FT	FT	FT	FT
45	1060	540	270	180	45	90	22	22	FT	FT	FT	FT	FT
50	1260	630	300	200	50	100	25	25	FT	FT	FT	FT	FT
55	1320	660	330	220	50	100	25	25	FT	FT	FT	FT	FT
60	1440	720	360	240	50	100	25	25	FT	FT	FT	FT	FT
65	1560	780	390	260	50	100	25	25	FT	FT	FT	FT	FT
70	1680	840	420	280	50	100	25	25	FT	FT	FT	FT	FT
75	1800	900	450	300	50	100	25	25	FT	FT	FT	FT	FT

* - For other offsets, use the following merging taper length formula for L:
For speed of 40 mph or less, $L = WS^2/60$
For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
20	115	116	120	126
25	135	138	143	150
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flogger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES

NO SCALE

RSP T9 DATED JANUARY 20, 2017 SUPERSEDES STANDARD PLAN T9
DATED OCTOBER 30, 2015 - PAGE 249 OF THE STANDARD PLANS BOOK DATED 2015.

REVISED STANDARD PLAN RSP T9

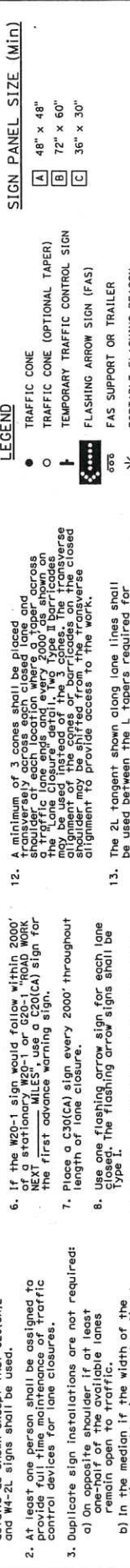
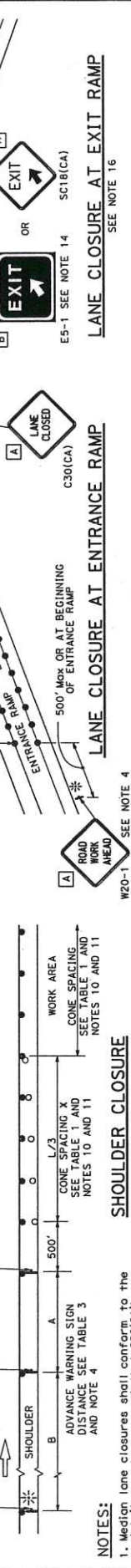
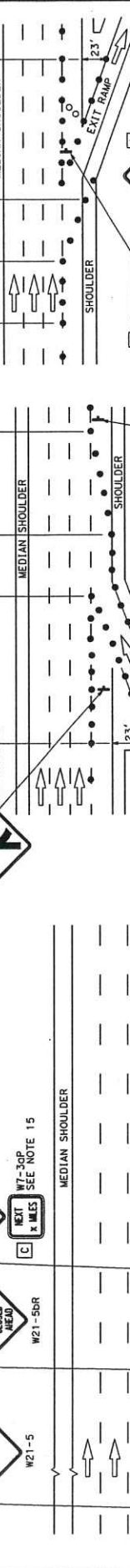
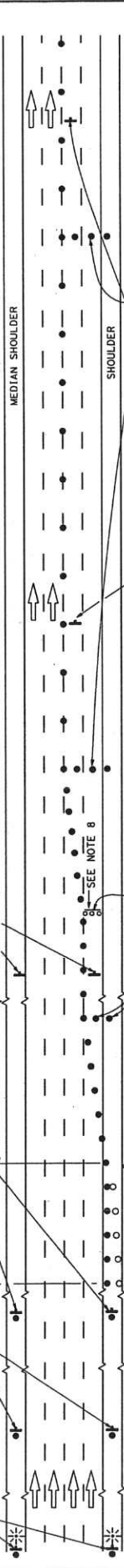
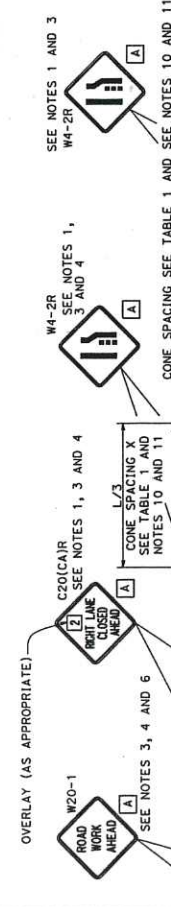
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TO ACCOMPANY PLANS DATED _____
POST MILES TOTAL PROJECT _____ SHEET TOTAL NO. SHEETS _____

ROUTE _____ COUNTY _____

REGISTERED PROFESSIONAL ENGINEER
Deirdre Spang
REGISTERED CIVIL ENGINEER
No. 52010
STATE OF CALIFORNIA
JANUARY 20, 2017
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY
COPIES OF THIS PLAN SHEET.

NOTES:
See Revised Standard Plan RSP T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
All temporary warning signs shall have black legend on fluorescent orange background.
California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.



- NOTES:**
- Median lane closures shall conform to the details as shown except that C20(CA) and W4-2L signs shall be used.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closures.
 - Duplicate sign installations are not required:
 - On opposite shoulder, if at least one lane is to be closed.
 - In the median if the width of the median shoulder is less than 8' and the outside lanes are to be closed.
 - Each advance warning sign on each side of roadway shall be equipped with at least two flags for daytime closure. Each flag shall be of at least 16" x 16" in size and shall contain a fluorescent orange background. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A G20-2 "END ROAD WORK" sign, with minimum size of 48" x 24" as appropriate, shall be placed at the end of the lane closure unless the end of work area is obvious or ends within a larger project's limits.

- If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT MILES", use a C20(CA) sign for the first advance warning sign.
- Place a C30(CA) sign every 2000' throughout length of lane closure.
- Use one flashing arrow sign for each lane to be closed. The flashing arrow signs shall be Type I.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at top of crest vertical curve or on a horizontal curve.
- All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
- Portable delineators, placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.

- A minimum of 3 cones shall be placed transversely across each closed lane and shoulder at each location where 2000' taper is used. The "Lane Closure" detail, Two Type II barricades may be used instead of the 3 cones. The transverse alignment may be shifted from the transverse shoulder to provide access to the work.
- The 2L tangent shown along lane lines shall be used between the L-tapers required for each closed traffic lane.
- The ES-1 or SC18(CA) and W4-1 signs shall be used as shown.
- A W7-30P "NEXT MILES" plaque must be used if the shoulder closure extends beyond the distance that can be perceived by road users.
- For the warning sign requirements at the Exit Ramp, see CA MUTCD Figure 6H-22 to 6H-27.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- ⬇️ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡️ FLASHING ARROW SIGN (FAS)
- ⚡️ FAS SUPPORT OR TRAILER
- ⚡️ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

A	48" x 48"
B	72" x 60"
C	36" x 30"

TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON FREEWAYS AND EXPRESSWAYS

NO SCALE
RSP T10 DATED JANUARY 20, 2017 SUPERSEDES STANDARD PLAN T10
DATED OCTOBER 30, 2015 - PAGE 250 OF THE STANDARD PLANS BOOK DATED 2015.
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

POST MILES SHEET TOTAL
TOTAL PROJECT NO. SHEETS

ROUTE COUNTY DISTRICT

Reinhold Smith
REGISTERED CIVIL ENGINEER
PROFESSIONAL ENGINEER
No. 10497
CS-20
F-30-11
STATE OF CALIFORNIA

October 30, 2015
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS
DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

SIGN PANEL SIZE (MIN)

A 48" x 48"
B 48" x 30"
C 36" x 36"
D 48" x 36"

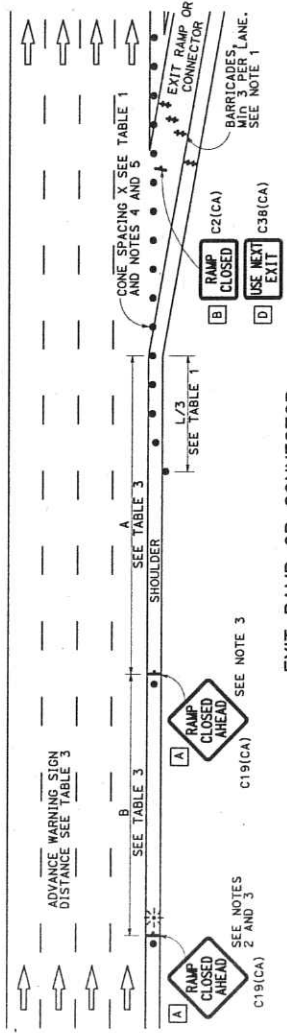
LEGEND

- TRAFFIC CONE
- TEMPORARY TRAFFIC CONTROL SIGN
- BARRICADES
- PORTABLE FLASHING BEACON

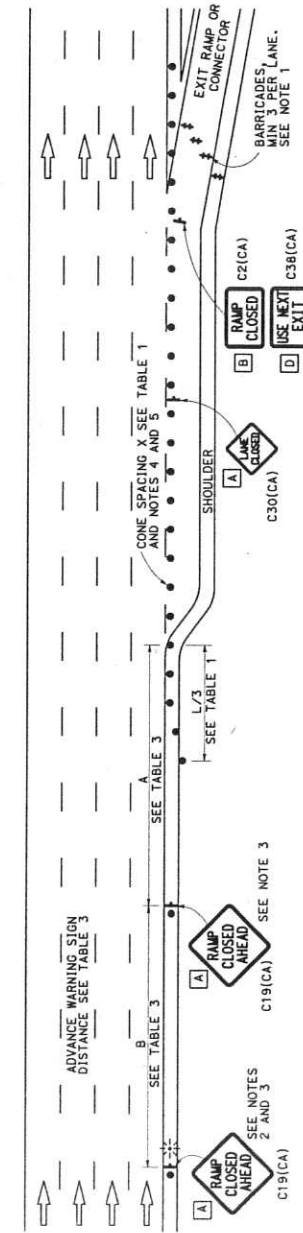
NOTES:

- Barricades shall be Type I, II, or III for closures lasting one week or less and Type III for closures lasting longer than one week.
- In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black on orange overlay plates with the word "CLOSED" may be mounted, as directed by the Engineer, on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
- Each advance C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent yellow-green in color. The flags shall be placed on top of the first C19(CA) sign during hours of darkness.
- All cones used for ramp closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves) as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime ramp closures only.
- At least one person shall be assigned to provide full time maintenance of traffic control devices, unless otherwise directed by the Engineer.
- The existing "EXIT" signs shall be covered during ramp closures.
- A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.

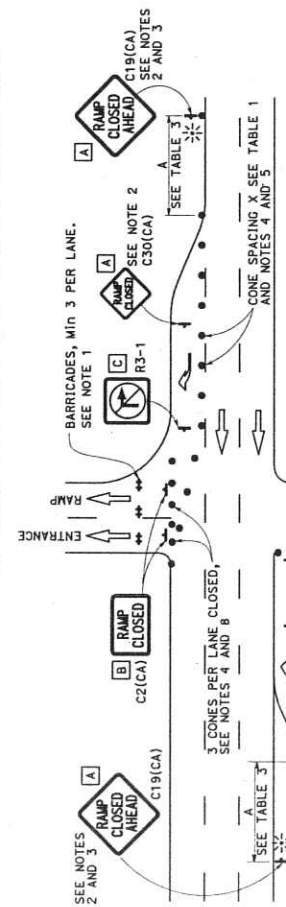
TYPICAL RAMP CLOSURES



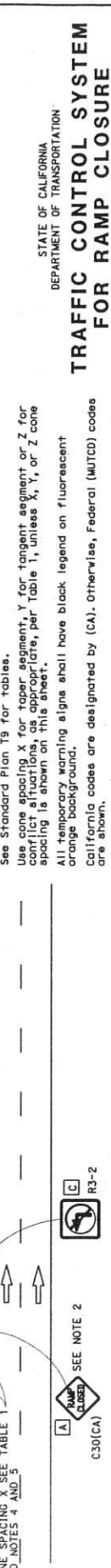
EXIT RAMP OR CONNECTOR



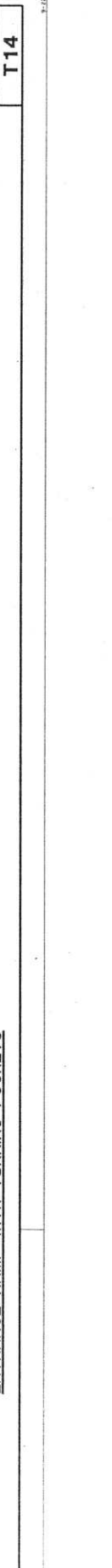
EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITHOUT TURNING POCKETS



ENTRANCE RAMP WITH TURNING POCKETS



NOTES:

See Standard Plan T9 for tables.
Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
All temporary warning signs shall have black legend on fluorescent orange background.
California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

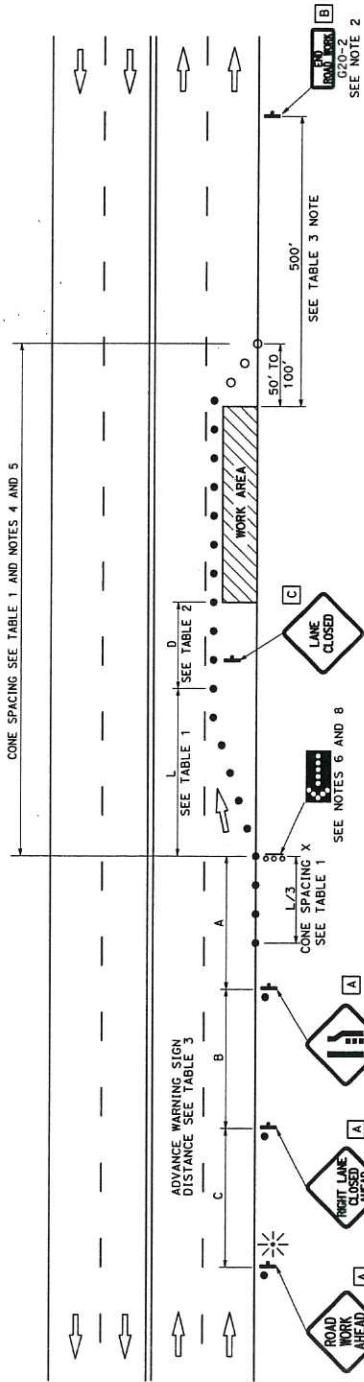
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
FOR RAMP CLOSURE**
NO SCALE

T14

DIST COUNTY ROUTE TOTAL PROJECT SHEET NO. SHEETS

REGISTERED CIVIL ENGINEER
David S. Smith
 No. C50470
 Exp. 8-30-17
 STATE OF CALIFORNIA

October 30, 2015
 THIS PLAN IS THE PROPERTY OF CALTRANS AND ITS OFFICE OR AGENTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR COPIES OF THIS PLAN SHEET.



TYPICAL LANE CLOSURE

NOTES:
 See Standard Plan T9 for tables.
 Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
 All temporary warning signs shall have black legend on fluorescent orange background.
 California codes are designated by (CA). Otherwise, Federal (MUTCD) codes are shown.

SIGN PANEL SIZE (Min)

A	48" x 48"
B	36" x 18"
C	30" x 30"

- LEGEND**
- TRAFFIC CONE
 - TRAFFIC CONE (OPTIONAL TAPER)
 - † TEMPORARY TRAFFIC CONTROL SIGN
 - FLASHING ARROW SIGN (FAS)
 - FAS SUPPORT OR TRAILER
 - ⊛ PORTABLE FLASHING BEACON

- NOTES:**
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be illuminated at night in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
 - A G20-2 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure. If the lane closure is obvious, or ends within a larger project's limits.
 - If the W20-1 sign would follow within 2000' of a stationary W20-1 or G20-1 "ROAD WORK NEXT MILES", use a C20(CA) sign for the first advance warning sign.
 - All cones used for lane closures during the hours of darkness shall be fitted with retroreflective bands (or sleeves).
 - Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used instead of cones for daytime closures only.
 - Flashing arrow sign shall be either Type I or Type II.
 - For approach speeds over 50 mph, use the "Traffic Control System for Lane Closure On Freeways And Expressways" plan for lane closure details and requirements.
 - A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
 - Place a C30(CA) sign every 2000' throughout length of lane closure.
 - Median lane closures shall conform to the details shown except that C20(CAL) and W4-2L signs shall be used.
 - At least one person shall be assigned to provide full time maintenance of traffic control devices for lane closure unless, otherwise directed by the Engineer.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
 FOR LANE CLOSURE ON
 MULTILANE CONVENTIONAL
 HIGHWAYS**

NO SCALE

T11

BACKFILL REQUIREMENTS

A. Backfill Within Existing or Proposed Paved Areas:

1. Material for use as structure backfill shall have a sand equivalent of not less than 20. The percentage composition by weight as determined by laboratory sieves shall conform to the following grading:

<u>Sieve Sizes</u>	<u>Percentage Passing Sieves</u>
3" -----	100
No. 4 -----	35-100
No. 30 -----	20-100

Backfill material shall be placed in horizontal, uniform layers not exceeding 8 in. in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Each layer of backfill shall be compacted to a relative compaction of not less than 95 percent.

Controlled Low Strength Material (CLSM) shall be allowed for trench backfill if it meets Caltrans 2010 Standard Specifications 19-3.02F and 19-3.03I.

2. The upper 8 in. shall consist of 6 in. Class 1 high early strength portland cement concrete (7 sack Type III cement) or Class 1 portland cement concrete (7 sack Type II with 2 percent calcium chloride by weight of cement). Cold plane a depth of 0.15' (2 in.) of asphalt concrete extending outside the underlying trench a minimum distance of 12 in on each side. Pavement shall be saw-cut a minimum of 2.5 in. deep to a neat, straight line. Traffic shall not be allowed across the trench area until the PCC has been poured and has had reasonable time to set and permanent or temporary AC paving is in place.
3. In cases where the trench width does not exceed 6 feet, requirement A2 may be waived and the following requirements substituted: the backfill material shall conform to A1 above and shall be thoroughly mixed with 2 sacks of portland cement per cubic yard. Placement and compaction shall conform to A.1. The upper portion shall consist of a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two even lifts and rolled to a smooth even finish. Traffic shall not be allowed across the trench area until the AC paving is in place.
4. For paved shoulders only, upon express permission of the State's Inspector, Provision A may be waived and Provision 3 backfill requirements shall apply.

B. Backfill in Paved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of 8 in. Class 2 aggregate base compacted to a relative compaction of not less than 95 percent, covered with a tack coat of liquid asphalt and 4 in. asphalt concrete placed and compacted in two lifts and rolled to a smooth, even finish.

C. Backfill in Unpaved Shoulder Areas:

The backfill to within 12 in. of the existing or proposed profile grade shall conform to A1 above. The upper 12 in. shall consist of Class 2 aggregate base compacted to not less than 95 percent.

D. Backfill Outside of Highway Shoulders:

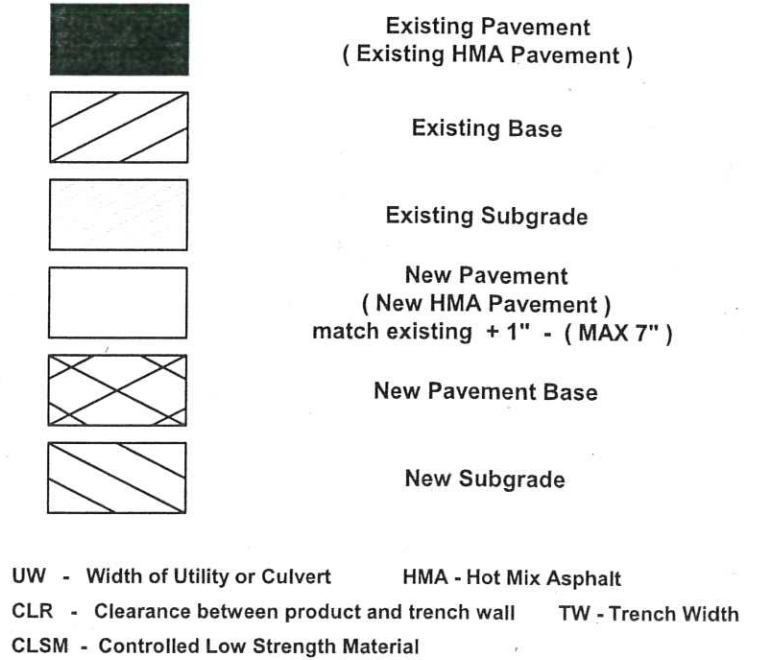
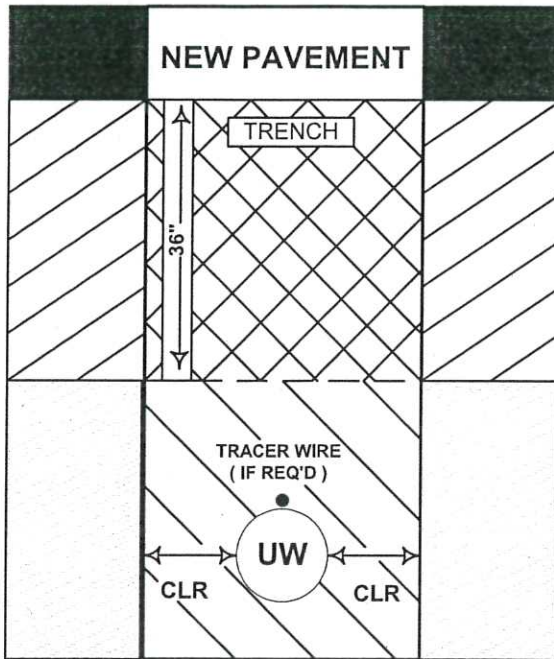
The backfill material may consist of material from excavation, free from stones or lumps exceeding 3 in., vegetable matter, or other unsatisfactory material, and shall be compacted in lifts not exceeding 8 in. to a relative compaction of 90 percent. When the material from excavation is unsuitable for use as backfill, it shall be disposed of and replaced with material meeting the above requirements of A1.

Excess material shall be disposed of outside the State right of way or at a location designated by the Department of Transportation's representative.

ENCROACHMENT PERMIT TRENCH DETAIL

TR-0153 (REV. 09/2006)

TYPICAL TRENCH DETAIL



STRUCTURE BACKFILL SHALL CONFORM TO SECTION 19 - 3.06 OF THE STANDARD SPECIFICATIONS

SLURRY CEMENT BACKFILL SHALL CONFORM TO SECTION 19 - 3.062 OF THE STANDARD SPECIFICATIONS

HMA SHALL CONFORM TO SECTION 39 OF THE STANDARD SPECIFICATIONS

ALL METHODS OF COMPACTION SHALL BE BY MECHANICAL MEANS. PONDING, JETTING OR FLOODING SHALL NOT BE ALLOWED.

AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE STANDARD SPECIFICATIONS

WHEN CLSM IS UTILIZED THE MIX DESIGN AND TEST RESULTS SHALL BE SUBMITTED TO THE STATE'S REPRESENTATIVE.

ALL WORK SHALL BE AS AUTHORIZED BY THE APPROVED ENCROACHMENT PERMIT PLANS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.

WHEN THE UW IS $\geq 6"$ THEN THE MINIMUM CLR SHALL BE 6"

COLD PLANING AND RE-SURFACING OVERLAY SHALL BE PARALLEL TO THE ROADWAY AND TO THE NEAREST LANE LINE FOR THE ENTIRE LENGTH OF THE TRENCH/DISTURBED AREAS, AND/OR AS DIRECTED BY THE STATE'S REPRESENTATIVE.

WHEN COLD PLANING IS REQUIRED, THE MINIMUM SHALL BE 0.10' OR AS DIRECTED BY THE STATE'S REPRESENTATIVE TO ACCOMMODATE FIELD CONDITIONS.

COLD PLANING MAY BE REQUIRED AT THE DIRECTION OF THE STATE'S REPRESENTATIVE TO ACCOMMODATE THE PLACEMENT OF STEEL PLATES.

WHEN TRENCH PLACEMENT IS WITHIN 4' OF CURB & GUTTER, ADDITIONAL COLD PLANING MAY BE REQUIRED AT THE DISCRETION OF THE STATE'S REPRESENTATIVE.

ANY PAVEMENT MARKINGS AND/OR STRIPING REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AS DIRECTED BY THE STATE'S REPRESENTATIVE.

A TRACER WIRE SHALL BE PLACED ON TOP OF THE FACILITY, WHEN REQUIRED BY THE STATE'S REPRESENTATIVE.

OTHER TRENCH RELATED DETAILS ARE SHOWN IN FIGURE 6.1, CHAPTER 6 OF THE ENCROACHMENT PERMITS MANUAL.

A PAINT BINDER (TACK COAT) OF ASPHALTIC EMULSION CONFORMING TO SECTION 39-4.02, PRIME COAT & PAINT BINDER (TACK COAT) SHALL BE FURNISHED AND APPLIED.

NEW PAVEMENT BASE SHALL CONSIST OF EITHER CL. II AGGREGATE BASE, 2-SACK SLURRY CEMENT, OR CLSM. WHEN TW IS $< 24,"$ CL. II AGGREGATE BASE IS NOT RECOMMENDED FOR BACKFILL.

NEW SUBGRADE SHALL CONSIST OF EITHER CL. II AGGREGATE BASE, 2-SACK SLURRY CEMENT, OR CLSM. WHEN TW IS $< 24,"$ CL. II AGGREGATE BASE IS NOT RECOMMENDED FOR BACKFILL.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT STEEL PLATE BRIDGING UTILITY PROVISIONS

TR -0157 (Rev. 07/2009)

To accommodate excavation work, steel plate bridging may be necessary. All conditions for use of steel plate bridging should be set forth in the special provisions.

Consideration of steel plate bridging should take into account the following factors:

1. Traffic speed.
2. Traffic Volume and Composition.
3. Duration and dimensions (width & daily estimated lengths) of the proposed excavation.
4. Weather conditions.

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a non-skid surface and shoring (see Trenching & Shoring) may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plate bridging on freeways is not allowed.
2. Steel plates used for bridging must extend a minimum of 12" beyond the edges of the trench.
3. Steel plate bridging shall be installed to operate with minimum noise.
4. The trench shall be adequately shored, (as mentioned in Section 629 of the Encroachment Permits Manual) to support the bridging and traffic loads.
5. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
6. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

As required by the district, steel plate bridging and shoring shall be installed using either Method (1) or (2):

Method 1 For speeds of 45 MPH or greater:

The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other.

Method 2 For Speeds less than 45 mph:

Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" into the pavement. Subsequent plates are to be butted and tack welded to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with either graded fines of asphalt concrete mix, concrete slurry, epoxy or an equivalent that is satisfactory to the Caltrans' representative.

The permittee is responsible for maintenance of the steel plates, shoring, asphalt concrete ramps, and ensuring that they meet minimum specifications. Unless specifically noted or granted in the special provisions, or approved by the State representative, steel plate bridging shall not exceed 4 consecutive working days in any given week. Backfilling of excavations shall be covered with a minimum 3" temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width	Minimum Plate Thickness
10"	One-half inch - 1/2"
1'-11"	Three-quarters inch - 3/4"
2'-7"	Seven-eighths inch - 7/8"
3'-5"	One inch - 1"
5'-3"	One & three-quarter inch - 1 3/4"

NOTE: For spans greater than 5'-3", a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right of way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and should reject any plate that is permanently deformed.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H, Encroachment Permits Manual). If a different test method is used, the permittee may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, the permittee shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

Caltrans Inspectors should not enforce plate removal unless it is permanently deformed or delivered without the required surfacing. However, an inspector should document in a diary all contacts with the contractor.

A Rough Road sign (W8-8) with black lettering on an orange background may be used in advance of steel plate bridging. This sign is used along with any other required construction signing.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS

TR - 0163 (Rev. 03/2013)

Highway and Freeway encasement requirements for Transverse crossings of Utility installations, installed by the following methods. The pavement or roadway shall not be open-cut unless specifically allowed under a "UT" permit. Utility installations shall not be installed inside of culverts or drainage structures.

The installation of Uncased High Pressure Natural Gas pipelines, on a case by case basis may be allowed, when in compliance with TR-0158 Special Provisions, "Exception to Policy" for Uncased High Pressure Natural Gas Pipelines.

Encasement Requirements based on: Installation Method, Type of Highway Facility and Material Transported in carrier.						
Facility Type	Bore and Jack		Directional Drilling		Trenching	
	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional	Frwy/Expwy	Conventional
High Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Low Risk (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Exempt Facilities (Section 605)	Encase	Encase	Encase	Encase	Encase	Encase
Pressurized Fluids	Encase	Encase	Encase	Encase	Encase	Encase
Natural Gas Lines Minimum 7.5' Depth (Appendix H)	Encase	Encase	Encase	Encase	Encase	Encase
Gravity Flows	Encase	Encase	Encase	Encase	Encase	Encase

NOTE: The District Permit Engineer may waive at his/her discretion the encasement requirement when warranted.

UG 1. CASINGS:

Casings should be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe shall be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable. In specific instances the approval of Headquarters Office of Encroachment Permits, may be required.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore & Jack shall have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

- A. All pipes 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters, shall require encasement.
- B. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Casing Pipe (Diameter)	Minimum Wall Thickness	
	Up to 150 ft (Length)	Over 150 ft (Length)
6" to 28"	1/4"	1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

- C. Spiral welded casing is authorized provided the casing is new and the weld is smooth.

- D. The ends of the casing shall be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- E. When required by the Department's representative, the permittee shall at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe shall be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure shall not exceed 5 psig for a duration sufficient to fill all voids.
- F. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements shall be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- G. The casings placed within freeway right-of-way shall extend to the access control lines.
- H. Wing cutters, if used, shall be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters shall be grouted in accordance with "E" above.
- I. A band welded to the leading edge of the casing should be placed square to the alignment. The band should not be placed on the bottom edge. Flaring the lead section on bores over 100' shall not be permitted.
- J. All casing lengths shall equal to the auger length.
- K. The casings within conventional highways shall extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing shall extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits shall be:

- A. Located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. Located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. Located 5' outside the toe of slope of embankment areas.

- D. Located outside freeway right of way.
- E. Adequately fenced and/or have a Type-K barrier placed around them.
- F. Adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway shall not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors shall be affixed to the shoring on the sides facing traffic. A 6' chain link fence shall be installed around the perimeter of the pits during non-working hours.
- G. All pits should have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits shall be lined with filter fabric.

**UG 2. DIRECTIONAL DRILLING:
Bore and Receiving Pits**

When directional drilling is the approved method for pipe installation, drilling plans shall contain information listed as follows:

1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
2. Proposed drill path alignment (horizontal and vertical).
3. Location and clearances of all other facilities.
4. Depth of cover.
5. Soil analysis.*
6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.
7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long term operational loads including H20.
8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
9. Drilling fluid pumping capacity, pressures, and flow rates
10. State right-of-way lines, property, and utility right of way or easement lines.
11. Elevations.
12. Type of tracking method/system and accuracy used.
13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.

* May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION:

No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing shall be placed at a 20:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING:

Review, requirements of Section 623.6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "UG1" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee shall provide full-time inspection of tunneling operations. The Department's representative shall monitor projects.

- C. A survey grid shall be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes shall be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment shall be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels shall be at every 8' section or at the end of work shift before the next section is excavated. All grouting shall be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates shall be installed during working hours for running sand or super-saturated soil.

UG 5. HIGH AND LOW RISK FACILITIES:

High and Low Risk Facilities, as defined in the Department's current Manual on High and Low Risk Underground Facilities, shall be installed with a minimum cover of 42".

UG 6. EXEMPT AND OTHER UNDERGROUND FACILITIES:

A. Exempt Facilities:

1. Gas service lines no larger than 2" in diameter or operating at 60 psig or less.
2. Underground electrical service conductors with a potential to ground of 300 volts or less.
3. Departmental owned electrical systems.

B. All facilities other than high and low risk shall have a minimum cover of 36" except for service connections, which shall have a minimum cover of 30".

UG 7. DETECTOR STRIP:

A continuous metallic detector strip shall be provided with non-metallic main installations. Service connections shall be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING:

All backfilling shall conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling is prohibited.

Any required compaction tests shall be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE MATERIALS:

When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof shall be as specified in the permit.

Temporary repairs to pavements shall be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements shall be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches shall be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS:

No tree roots over 3" will be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. The roots that are 3" or more in diameter inside the tree drip line shall be tunneled under and wrapped in burlap and kept moist until the trench is refilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes shall not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY:

Pipes and conduits paralleling the pavement shall be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE:

Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS:

The permittee shall not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION:

The permittee shall perform stray current interference tests on underground utilities under cathodic protection. The permittee shall notify the Department prior to the tests. The permittee shall perform any necessary corrective measures and advise the Department.

UG 15. TIE-BACKS:

- A. Tie-backs shall be placed for the sole purpose of supporting shoring and/or soldier piles placed outside State highway rights-of-way to facilitate permittee's excavation.
- B. Tiebacks shall be disconnected from the shoring and/or soldier piles one (1) year prior to releasing the bond.

UG 16. INSTALLATION BY OPEN CUT METHOD:

When the permit authorizes installation by the open cut method no more than one lane of the highway pavement shall be open-cut at any one time. Any exceptions shall be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging shall be required to make the entire highway facility available to the traveling public in accordance with the Steel Plate Bridging Special Provisions (TR-0157)

UG 17. PAVEMENT REMOVAL:

PCC pavement to be removed shall be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement shall be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge shall be removed.

UG 18. MAINTAIN ACCESS:

Where facilities exist (sidewalks, bike paths), a minimum width of 4' shall be maintained at all times for safe pedestrian and bicyclist passage through the work area.

UG 19. SIDES OF OPEN-CUT TRENCHES:

Sides of open cut trenches in paved areas shall be kept as nearly vertical as possible. Trenches shall not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void shall be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT:

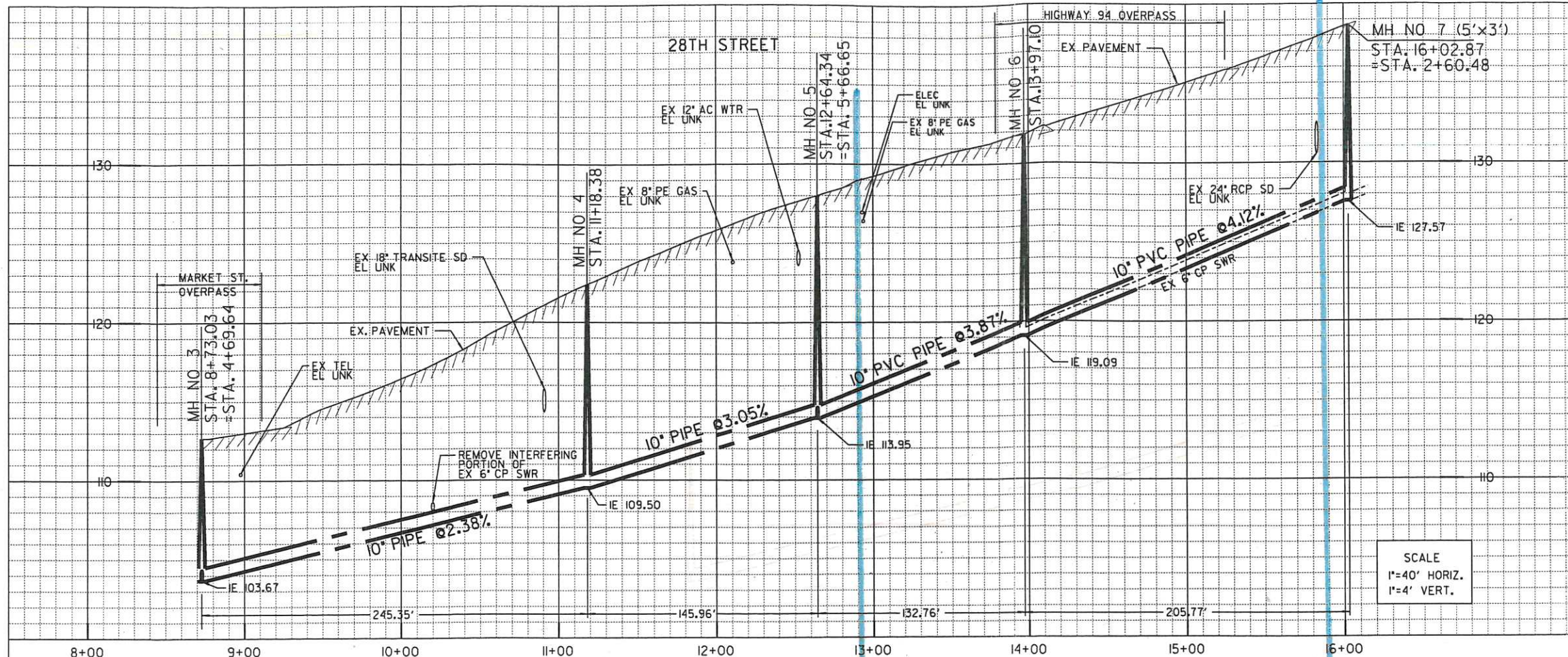
Repairs to PCC pavement shall be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC pavement shall equal existing pavement thickness. The concrete shall be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR CURBS:

Concrete sidewalks or curbs shall be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS:

No earth or construction materials shall be dragged or scraped across the highway pavement, and no excavated earth shall be placed or allowed to remain at a location where it may be tracked on the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach shall be immediately removed by the permittee.



PERMIT NUMBER
 CO SD RTE 94 PM 1.35
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE _____ DATE _____

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS
 SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF
 COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
 (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 8+73	STA. 14+00	527

ESTIMATED PALEONTOLOGICAL MONITORING LIMITS
 (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGINNING STATION	ENDING STATION	APPROXIMATE LF
STA. 8+73	STA. 14+00	527

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR
 TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION
 AND MONITORING PROGRAM (MMRP) FOR THE PROJECT.

Alignment Name: 28th STREET
 Alignment Description: MARKET ST TO N/O HW 94
 Station Northing Easting

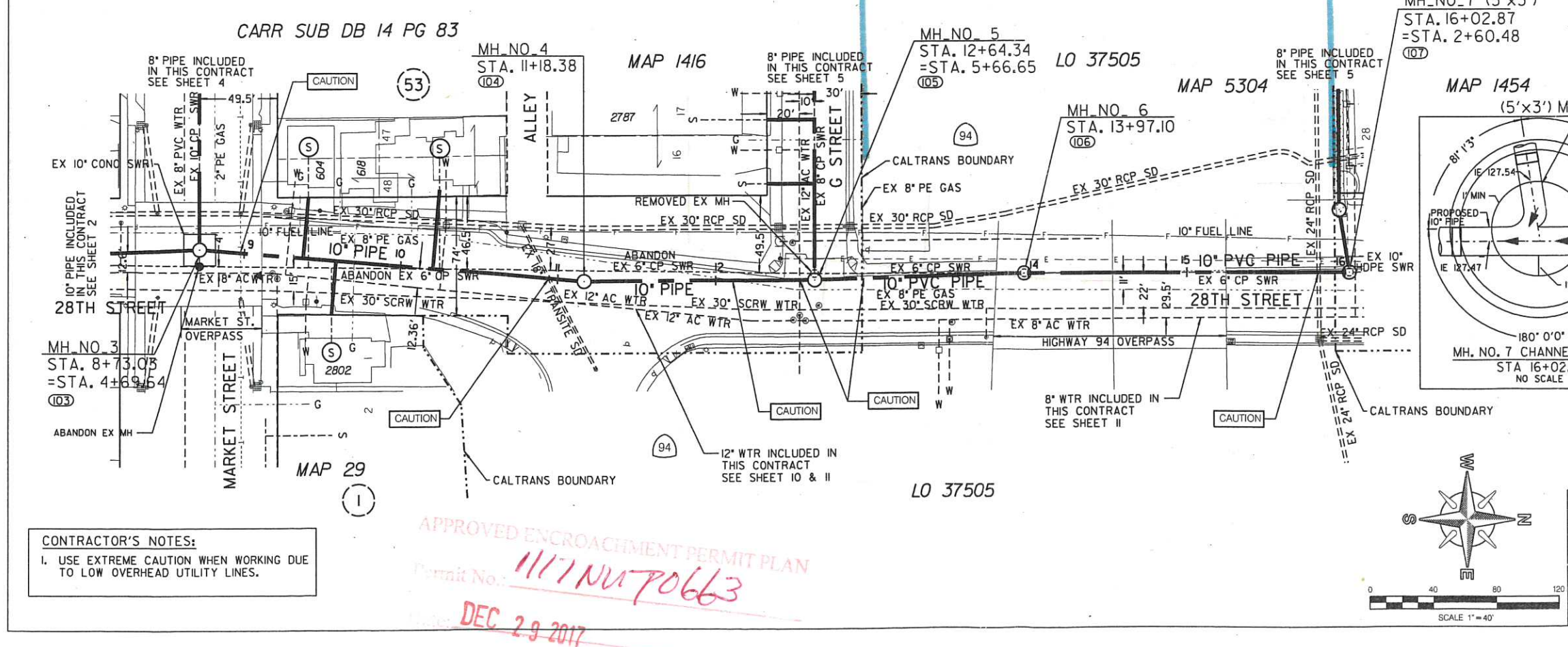
Element: Linear
 PI (03) 8+73.03 1839860.08 6289794.99
 PI (04) 11+18.38 1840104.45 6289816.83
 Tangential Direction: 0.09
 Tangential Length: 245.35

Element: Linear
 PI (04) 11+18.38 1840104.45 6289816.83
 PI (05) 12+64.34 1840250.41 6289816.83
 Tangential Direction: 0.00
 Tangential Length: 145.96

Element: Linear
 PI (05) 12+64.34 1840250.41 6289816.83
 PI (06) 13+97.10 1840383.13 6289813.56
 Tangential Direction: 6.26
 Tangential Length: 132.76

Element: Linear
 PI (06) 13+97.10 1840383.13 6289813.56
 POE (07) 16+02.87 1840588.90 6289814.04
 Tangential Direction: 0.00
 Tangential Length: 205.77

RECEIVED
 AUG 17 2017
 CALTRANS PERM



REFERENCE:
 WATER: 9065-15J52-D, 6498-L, 7127-I-W, 18622-3,4-D,
 27749-2I-D
 SEWER: 200-10,II-L
 STORM DRAIN: 5472-B, 9065-107-D, 13723-L
 GAS: 15990-118745
 ELECTRIC: 15990-118745
 CABLE TV: 1289 E3
 TELEPHONE: CS0603BC, CS0603DA
 IMPROVEMENTS: 25884-I-D
 100' SCALE/FIELD BOOK: H225
 THOMAS BROS.: 1289 E3

RETIREMENTS:
 6" - CP - 730.35' - 1915
 4" LATERAL - 3 - COPPER - 1915
 MH -4" x 3' - 2 - 1986

SEWER AND AC WATER GROUP 697A
 28TH STREET
 MARKET ST TO SEWER EASTMENT MAP 5304

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 3 OF 17 SHEETS

WATER WBS B-15207
 SEWER WBS B-00346

APPROVED: SHEILA ROSE
 FOR CITY ENGINEER
 DATE: 08/14/17
 PROJECT NO: C59403

ELHAM LOTFI
 PROJECT MANAGER

BAREAZ PIROMARI
 PROJECT ENGINEER

DESCRIPTION BY APPROVED DATE FILMED
 ORIGINAL BP/RT

198-1728
 CC527 COORDINATE
 6289702-1839094
 CC583 COORDINATE

CONTRACTOR INSPECTOR DATE STARTED DATE COMPLETED
 38131-03-D

28TH STREET

G STREET & SEWER EASEMENT MAP 5304

38131-05-D	DATE COMPLETED	CONTRACTOR
6289702-1839094	DATE STARTED	INSPECTOR
198-1728		
PROJECT ENGINEER	APPROVED	DATE
BAREAZ PIRAMARI	BY	
PROJECT MANAGER	DATE	
ELHAM LOTFI	DATE	
08/14/17		
B-00346		
B-15207		

SEWER AND AC WATER GROUP 697A
 27TH ST TO 28TH ST
 G STREET
 SEWER EASEMENT MAP 5304

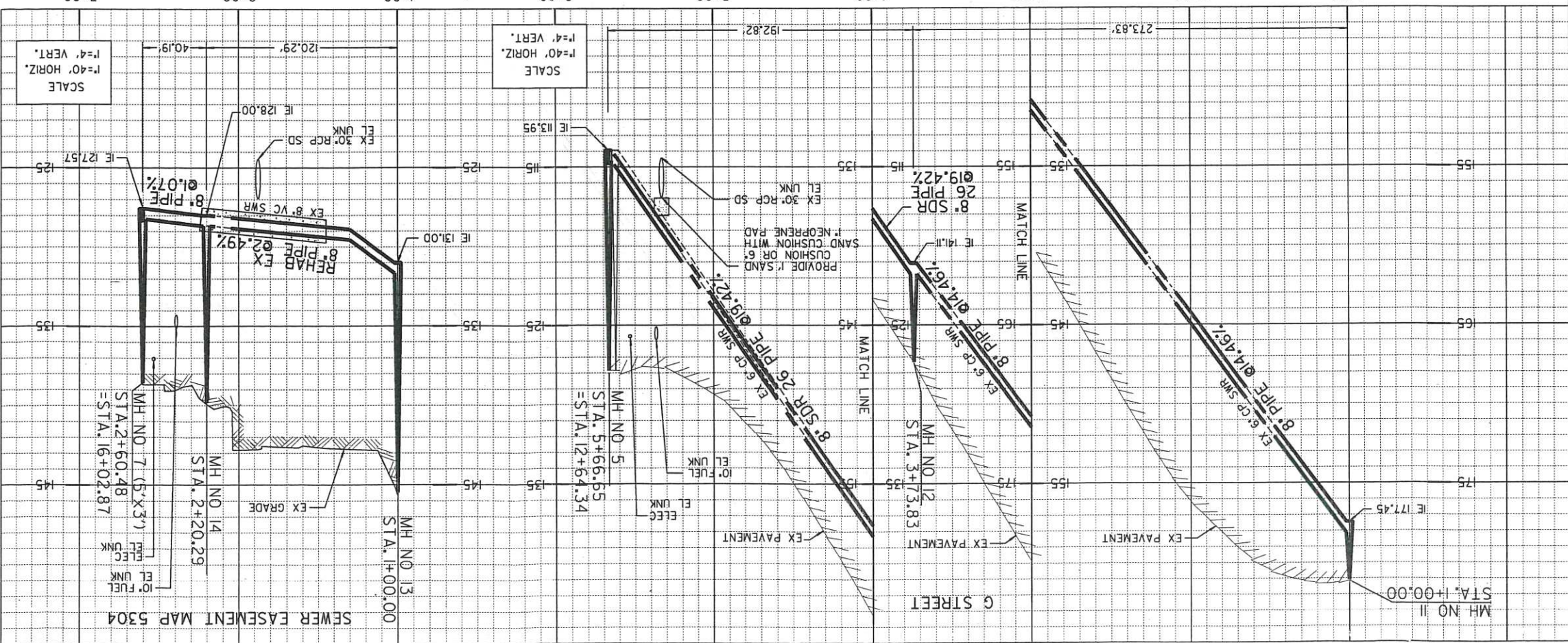
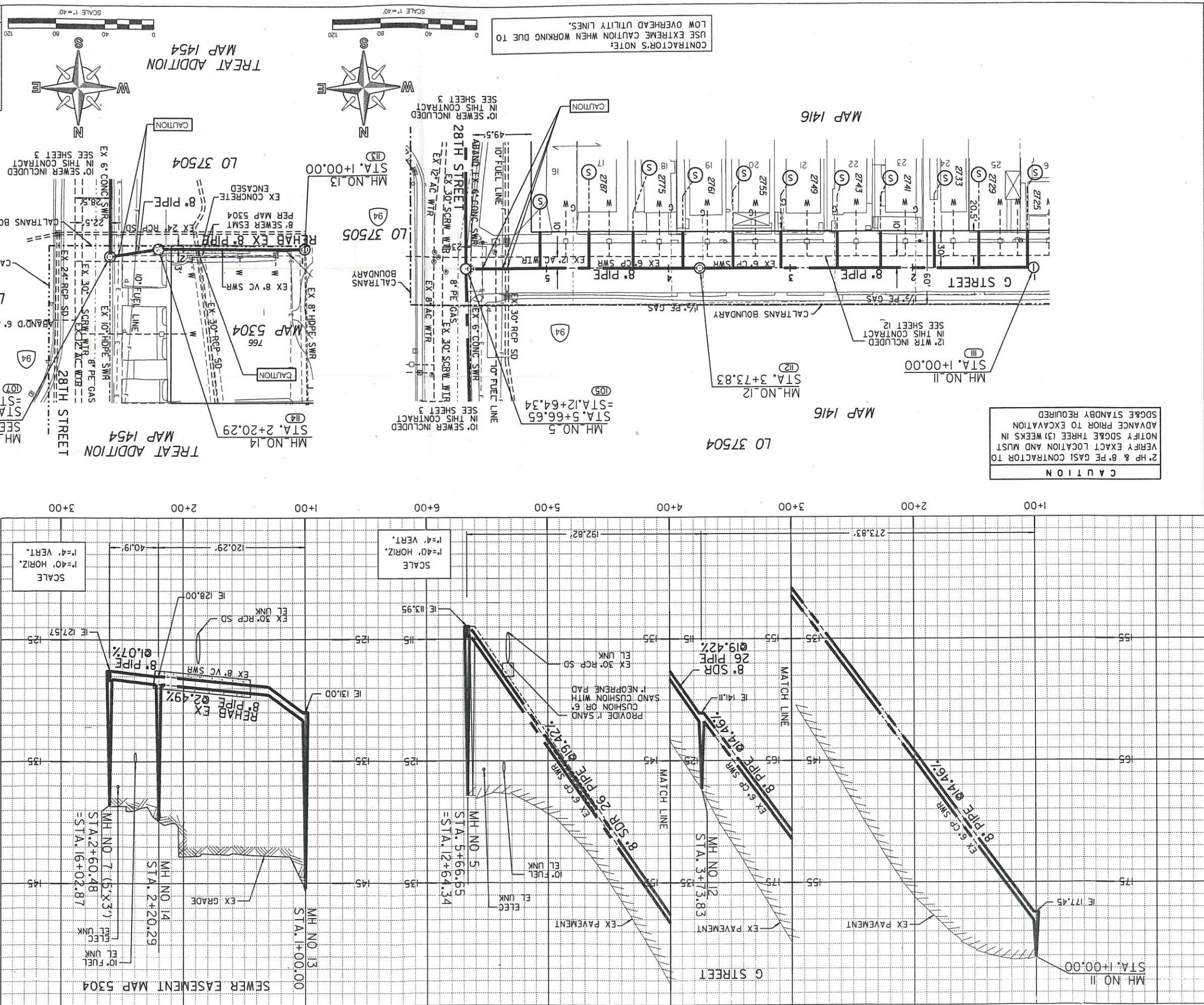
RETIREMENTS:
 6" CP - 457.62' - UNK
 8" VC - 160' - 1957
 4" LATERAL - 11' PVC - UNK
 MH - 4 x 3 - 3 - 1957

REFERENCE:
 WATER: 9065-151-D, 7127-1-W
 SEWERS: 200-L, 198-1728, 511-D
 STORM DRAIN: 5472-B, 9065-107-D
 GAS: 15990-118745
 ELECTRIC: 15990-118745
 CABLE TV: 1289 E3
 TELEPHONE: NONE
 IMPROVEMENTS: NONE
 100' SCALE/FIELD BOOK: H22
 THOMAS BROS.: 1289 E3

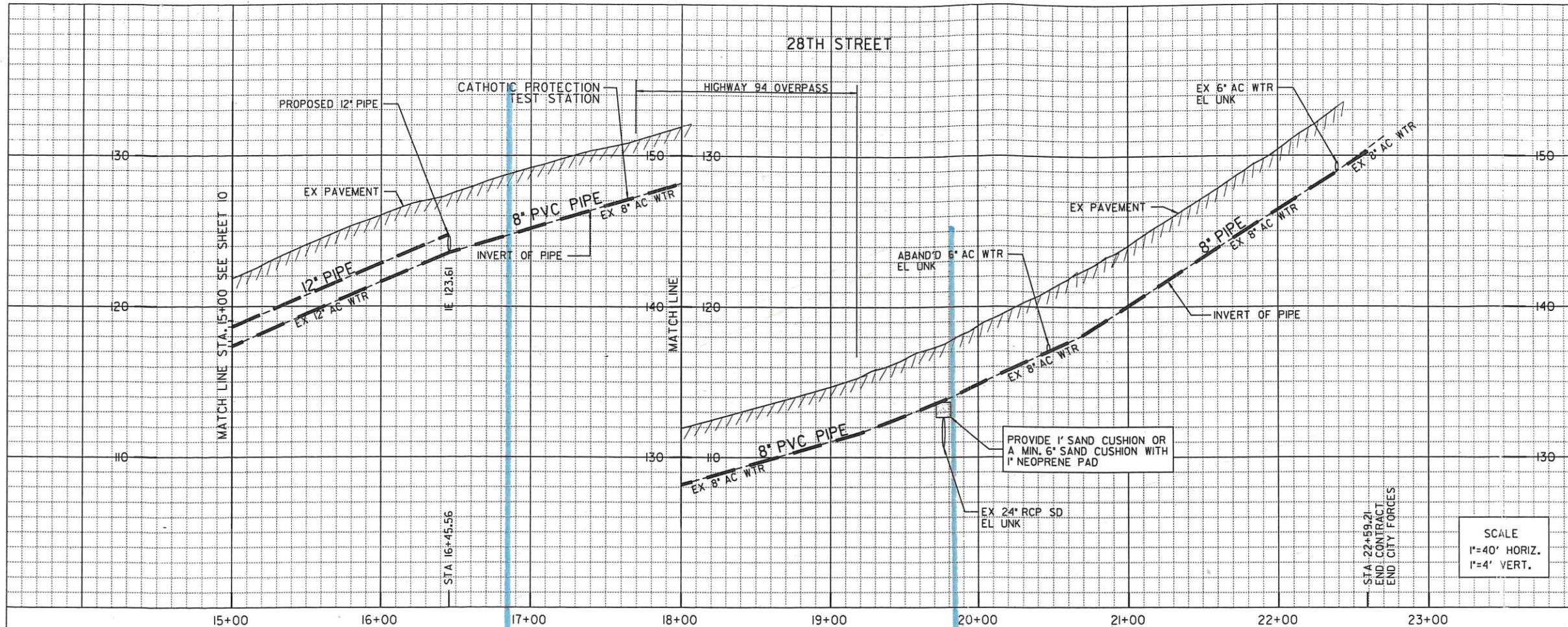
PERMIT NUMBER
 CO SD RTE 52 PM 1.35
 AS-BUILT PLANS FOR ROADWAY GEOMETRIC
 STATE REPRESENTATIVE
 DATE

RECEIVED
 AUG 17 2017
 CALTRANS-PERMIT

APPROVED ENCROACHMENT PERMIT PLAN
 117 WUT 0663
 DEC 29 2017



28TH STREET



SCALE
1"=40' HORIZ.
1"=4' VERT.

PERMIT NUMBER
CO SD RTE 52 PM 1.35
AS-BUILT PLANS FOR ROADWAY GEOMETRIC
AND ABOVE GROUND FEATURES

STATE REPRESENTATIVE DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS
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COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS
(INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)

BEGIN STATION	END STATION	APPROXIMATE LF
STA. 15+00	STA. 16+00	100

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S)
PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH
THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP).

Alignment Name: 28TH ST CONT.
Station Northing Easting

Element: Linear
PI (210) 14+27.99 1840022.03 6289832.65
PI (211) 16+45.56 1840239.37 6289842.73
Tangential Direction: 0.05
Tangential Length: 217.57

Element: Linear
PI (212) 16+45.56 1840239.37 6289842.73
PI (213) 20+51.34 1840645.15 6289842.11
Tangential Direction: 6.28
Tangential Length: 405.78

Element: Linear
PI (212) 20+51.34 1840645.15 6289842.11
POE (213) 22+39.21 1840833.01 6289841.82
Tangential Direction: 6.28
Tangential Length: 187.85

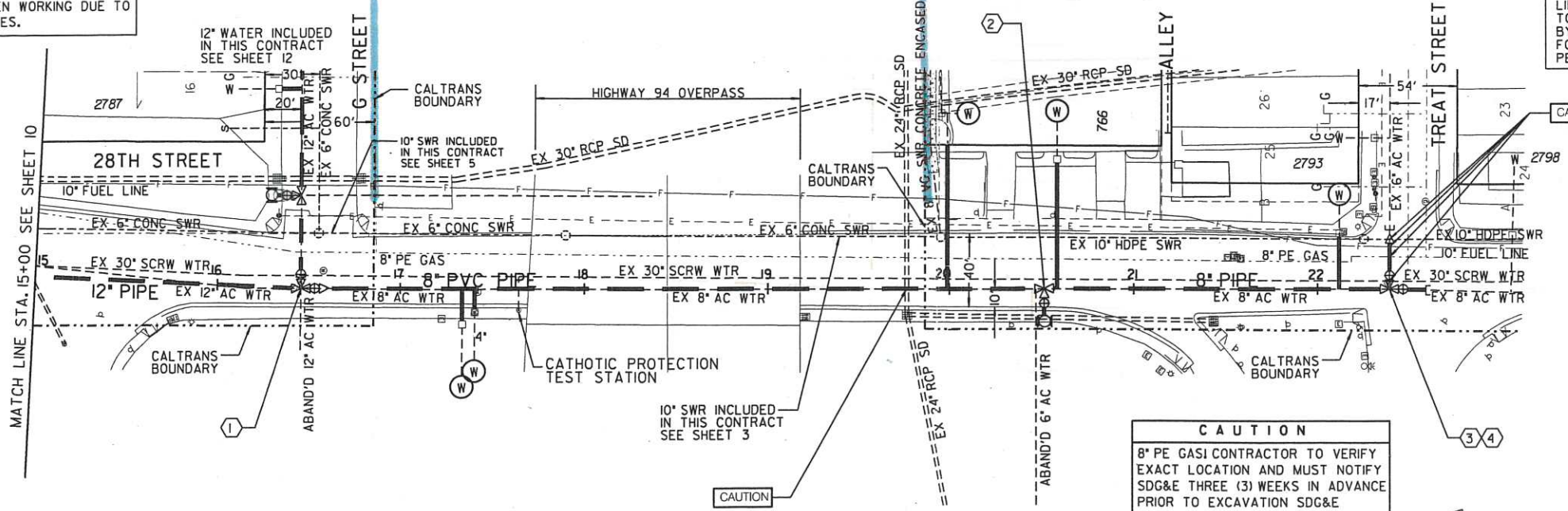
APPROVED ENCROACHMENT PERMIT PLAN
Permit No: 1117NUT0663
Date: DEC 29 2017

CONTRACTOR'S NOTE:
USE EXTREME CAUTION WHEN WORKING DUE TO
LOW OVERHEAD UTILITY LINES.

CITY FORCES NOTES:
LIMITS OF HIGHLINING APPROXIMATELY FROM STA. 15+00
TO STA. 22+39.21, 28TH STREET SHALL BE HIGHLINED
BY CITY FORCES PRIOR TO CONSTRUCTION. CITY
FORCES TO FURNISH HIGHLINING MATERIALS AND
PERFORM TRANSFER OF SERVICES.

REFERENCE:
WATER: 6498-L, 6497-L, 18622-4-D
SEWER: 27749-21-D
STORM DRAIN: 14536-L
GAS: 15990-18745
ELECTRIC: 15990-1875
CABLE TV: 1289 E3
TELEPHONE: 1289 E3
IMPROVEMENTS: 25884-I-D
100' SCALE FIELD BOOK: H225
THOMAS BROS.: 1289 E3
HGL: 390

RETIREMENTS:
12" - AC - 145.56' - 1946
8" - AC - 613.65' - 1946
6" - AC - 30.00' - 1946
1" SERVICE - 4 - COPPER - 1946
4" SERVICE - 1 - COPPER - 1958



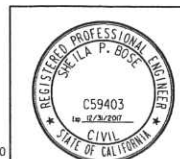
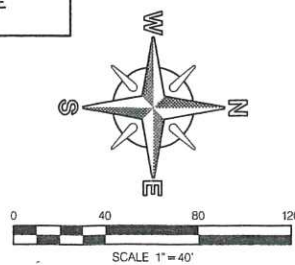
CAUTION
8" PE GAS! CONTRACTOR TO VERIFY
EXACT LOCATION AND MUST NOTIFY
SDG&E THREE (3) WEEKS IN ADVANCE
PRIOR TO EXCAVATION SDG&E
STANDBY REQUIRED

1 (211)
BY CONTRACTOR
FURNISH AND INSTALL
STA 16+45.56
1 - 12" x 12" TEE (M,J,F)
2 - 12" GATE VALVES (F,M,J)AHD,LT
1 - 12" x 8" REDUCER (M,J)AHD

2 (212)
BY CONTRACTOR
FURNISH AND INSTALL
STA 20+51.34
1 - 8" x 6" TEE (F,M,J,F)
1 - 6" FH ASSY AND MARKER

3 (213)
BY CITY FORCES
AHD OF CONTRACTOR
STA 22+39.19
CUT AND PLUG;
EX 6" AC WTR, 30'± LT
EX 8" AC WTR, 20'± AHD
RECONNECT AFTER NEW MAIN
HAS BEEN ACCEPTED.

4 (213)
BY CONTRACTOR
FURNISH AND INSTALL
STA 22+39.19
1 - 8" x 8" TEE (M,J,F,F)
2 - 8" GATE VALVES (F,M,J) LT, AHD
30' - 8" PIPE, LT
1 - 8"x6" REDUCER (M,J) 30' LT
20' - 8" PIPE, AHD



SEWER AND AC WATER GROUP 697A
28TH STREET
G STREET TO TREAT STREET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET II OF 17 SHEETS		WATER WBS B-15207
APPROVED: <i>Srinivas Reddy</i> DATE 08/14/17 FOR CITY ENGINEER SRRINIVAS REDDY C59403 PRINT DCE NAME REC#		SEWER WBS B-00346
DESCRIPTION	BY	APPROVED
ORIGINAL	BP/RT	
SUBMITTED BY: ELHAM LOTFI PROJECT MANAGER		
CHECKED BY: BAREAZ PIROMARI PROJECT ENGINEER		
198-1728 CC527 COORDINATE		
6289702-1839094 CC583 COORDINATE		
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED
		38131-11-D

SEWER PHASE V

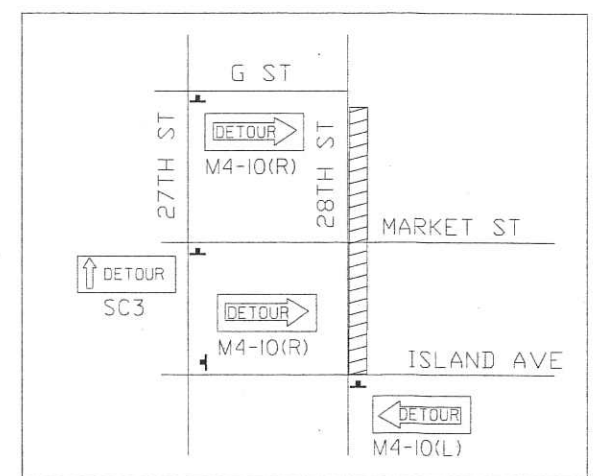
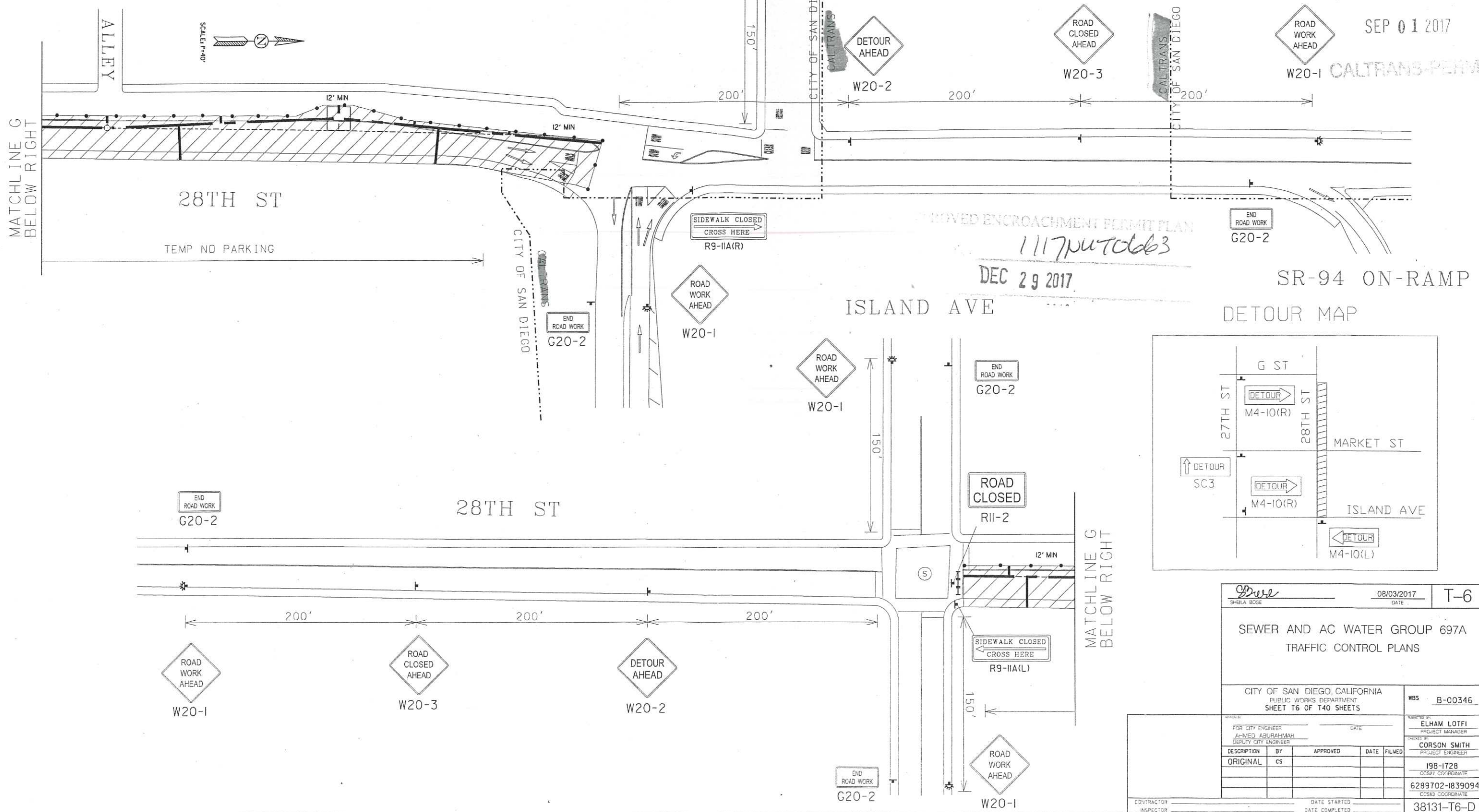
WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER #
CO_SD RTE_SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

RECEIVED

SEP 01 2017

CALTRANS PERMIT



08/03/2017 T-6
SHEILA BOSE DATE

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 16 OF 140 SHEETS
WBS B-00346

FOR CITY ENGINEER AHMED ABURAHMAN DEPUTY CITY ENGINEER	DATE	PROJECT MANAGER ELHAM LOTFI
DESCRIPTION	BY	APPROVED
ORIGINAL	CS	
		DATE
		FILED
		198-1728
		CCSE7 COORDINATE
		6289702-1839094
		CCS83 COORDINATE
CONTRACTOR	DATE STARTED	38131-T6-D
INSPECTOR	DATE COMPLETED	

SEWER AND AC WATER GROUP 697A

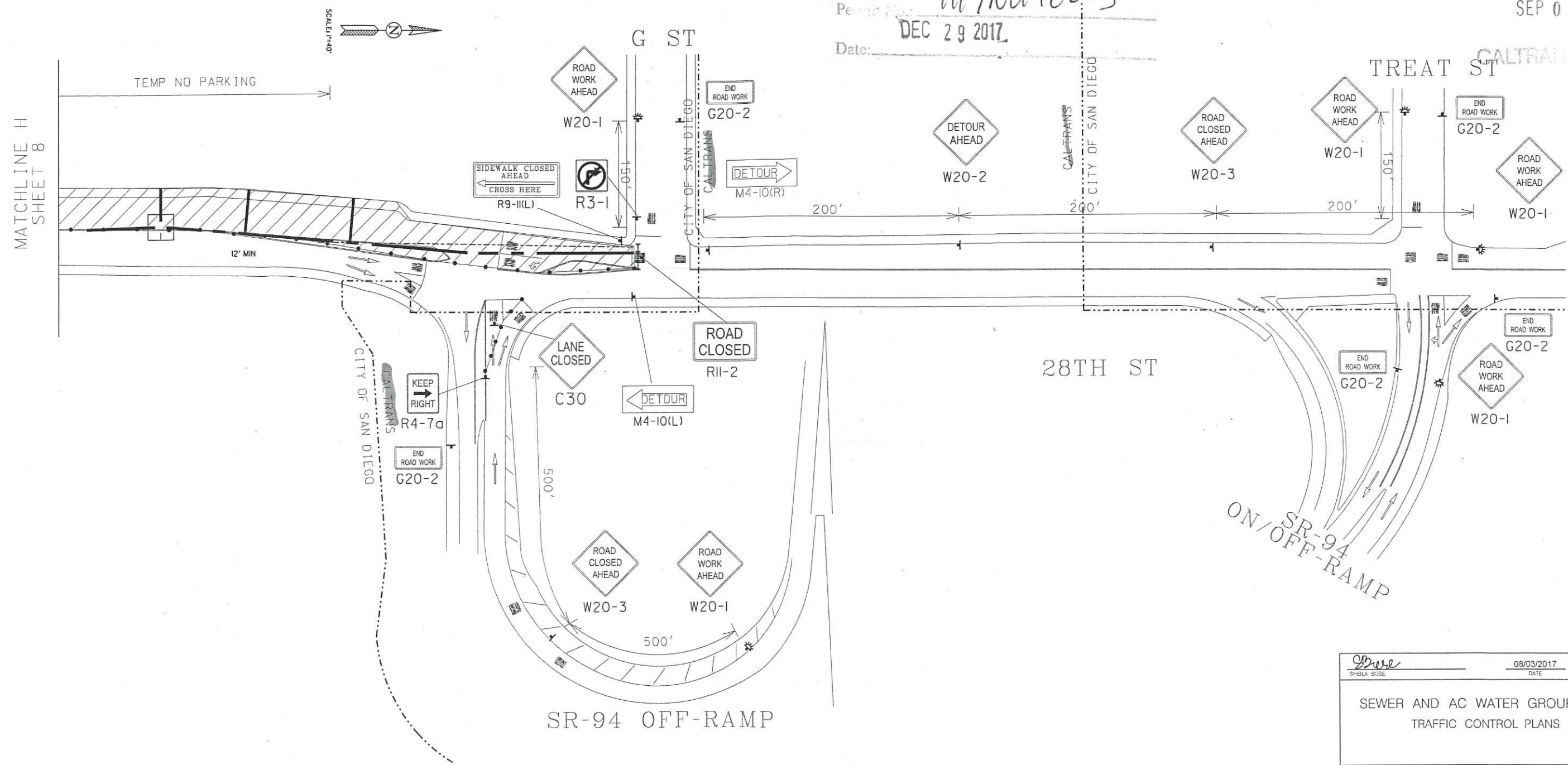
SEWER PHASE VI

WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER *
CO_SD RTE SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
Permit No: 117NUT0663
Date: DEC 29 2017

SEP 01 2017



MATCHLINE H
SHEET 8

SEWER AND AC WATER GROUP 697A

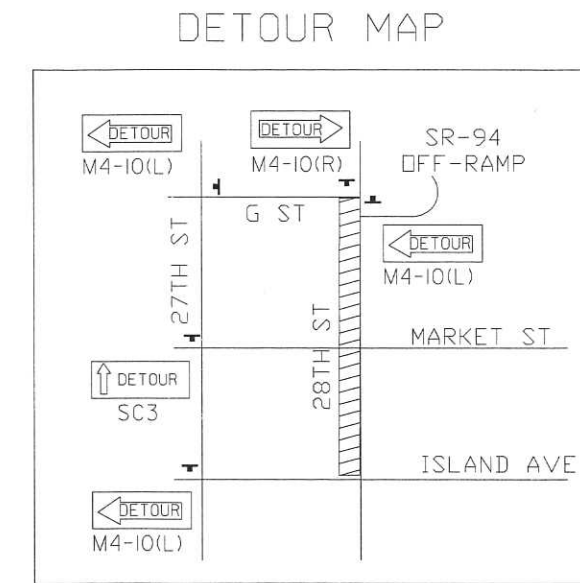
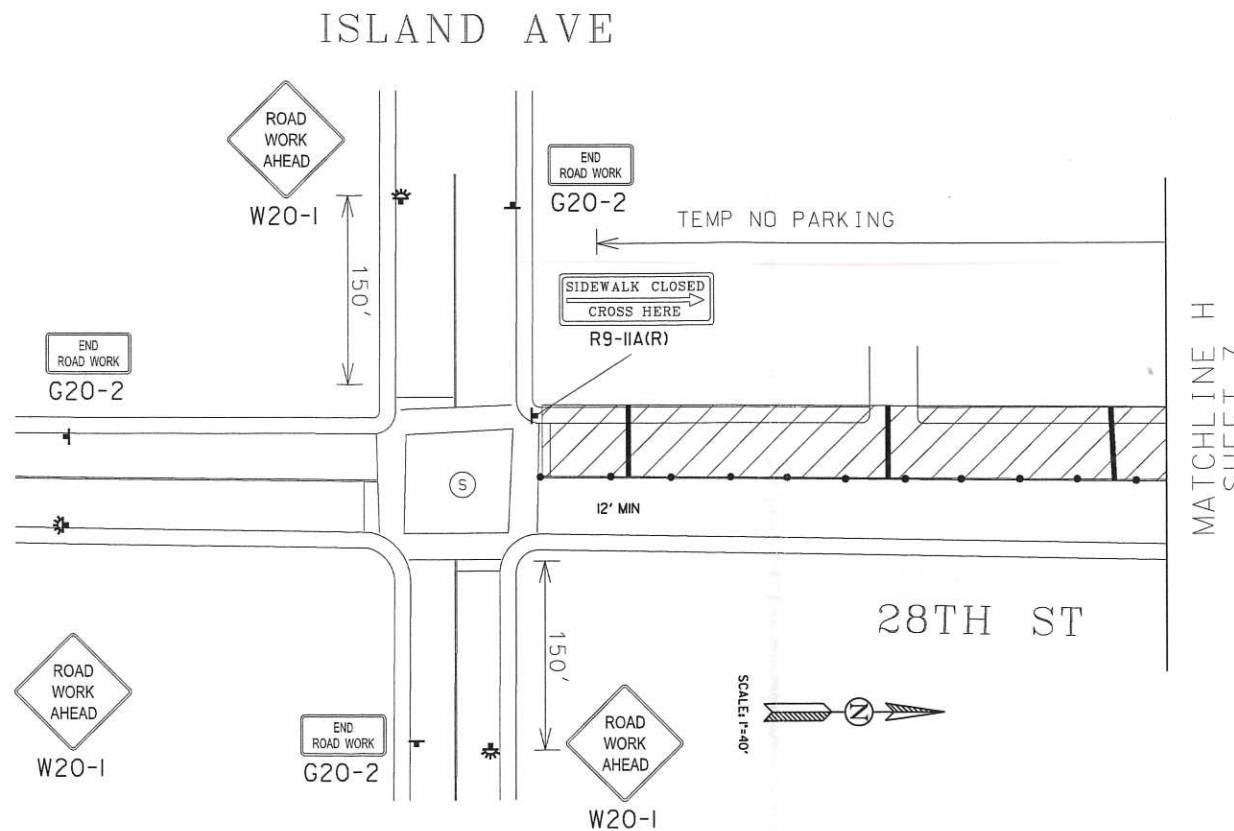
SHEILA BOSE SHEILA BOSE		08/03/2017 DATE	T-7
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 17 OF 140 SHEETS			NBS B-00346
FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		DATE _____	SUBMITTED BY ELHAM LOTFI PROJECT MANAGER
DESCRIPTION ORIGINAL		BY CS	CHECKED BY CORSON SMITH PROJECT ENGINEER
APPROVED _____		DATE _____	198-1728 CCS27 COORDINATE
INSPECTOR _____		DATE STARTED _____ DATE COMPLETED _____	6289702-1839094 CCS83 COORDINATE
CONTRACTOR _____		DATE STARTED _____ DATE COMPLETED _____	38131-T7-D

SEWER PHASE VI

WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER *
CO_SD RTE_SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117NUT0663
Date: DEC 29 2017



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SEP 01 2017
TRANS PERMIT

SHEILA BOSE		08/03/2017	T-8
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T8 OF T40 SHEETS			NBS B-00346
APPROVED BY:	DATE:	SUBMITTED BY:	
AHMED ABURAHMAH DEPUTY CITY ENGINEER		ELHAM LOTFI PROJECT MANAGER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CCS27 COORDINATE
			6289702-1839094 CCS83 COORDINATE
CONTRACTOR	INSPECTOR	DATE STARTED	DATE COMPLETED
			38131-T8-D

SEWER AND AC WATER GROUP 697A

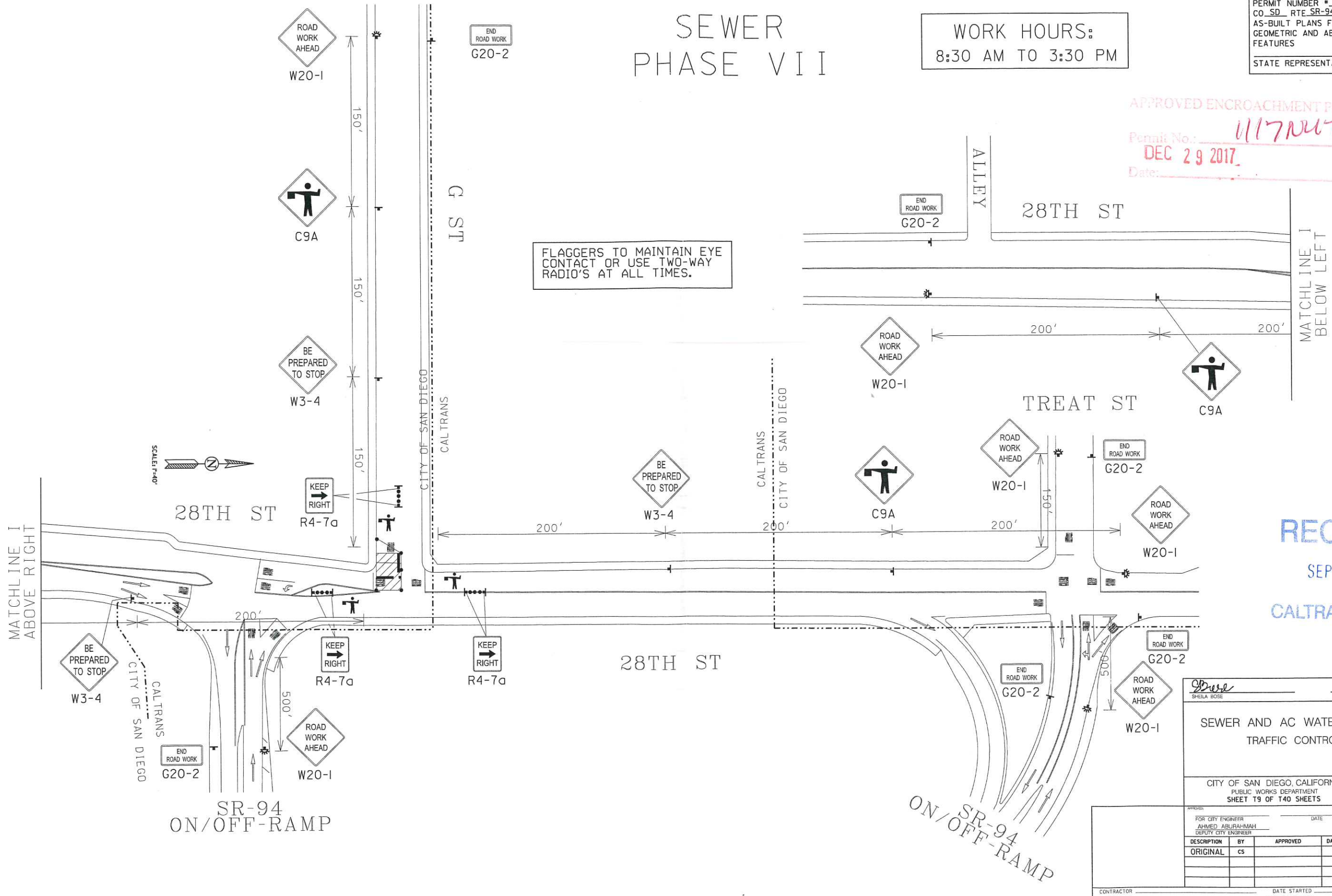
SEWER PHASE VII

WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER # _____
 CO_SD RTE SR-94 PM 2.5
 AS-BUILT PLANS FOR ROADWAY
 GEOMETRIC AND ABOVE GROUND
 FEATURES
 STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 117NUT0663
 DEC 29 2017
 Date: _____

FLAGGERS TO MAINTAIN EYE CONTACT OR USE TWO-WAY RADIO'S AT ALL TIMES.



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 SEP 01 2017
 CALTRANS-PERMIT

SHEILA BOSE SHEILA BOSE		08/03/2017 DATE	T-9 DATE
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T9 OF T40 SHEETS			WBS B-00346
APPROVED FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		SUBMITTED BY ELHAM LOTFI PROJECT MANAGER	
CHECKED BY CORSON SMITH PROJECT ENGINEER		198-1728 CSD27 COORDINATE	
DESCRIPTION ORIGINAL CS		6289702-1839094 CDS83 COORDINATE	
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED	
		38131-T9-D	

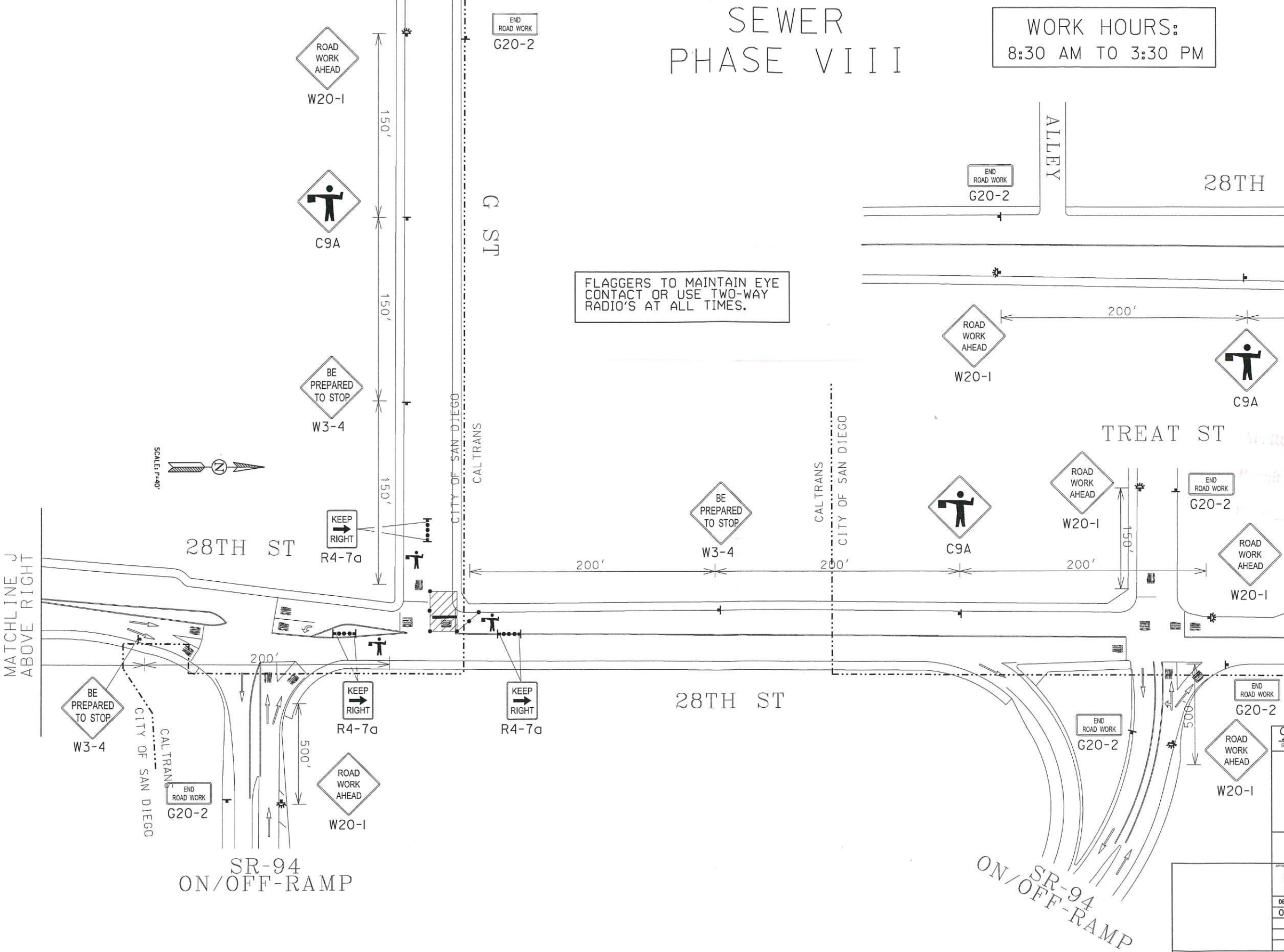
SEWER AND AC WATER GROUP 697A

SEWER PHASE VIII

WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER # _____
 CO_SD RTE_SR-94 PM 2.5
 AS-BUILT PLANS FOR ROADWAY
 GEOMETRIC AND ABOVE GROUND
 FEATURES
 STATE REPRESENTATIVE _____ DATE _____

FLAGGERS TO MAINTAIN EYE CONTACT OR USE TWO-WAY RADIO'S AT ALL TIMES.



APPROVED ENCROACHMENT PERMIT PLAN
 Permit No: 1117NUT0663
 DEC 29 2017

RECEIVED
 SEP 01 2017
 CALTRANS-PERMIT

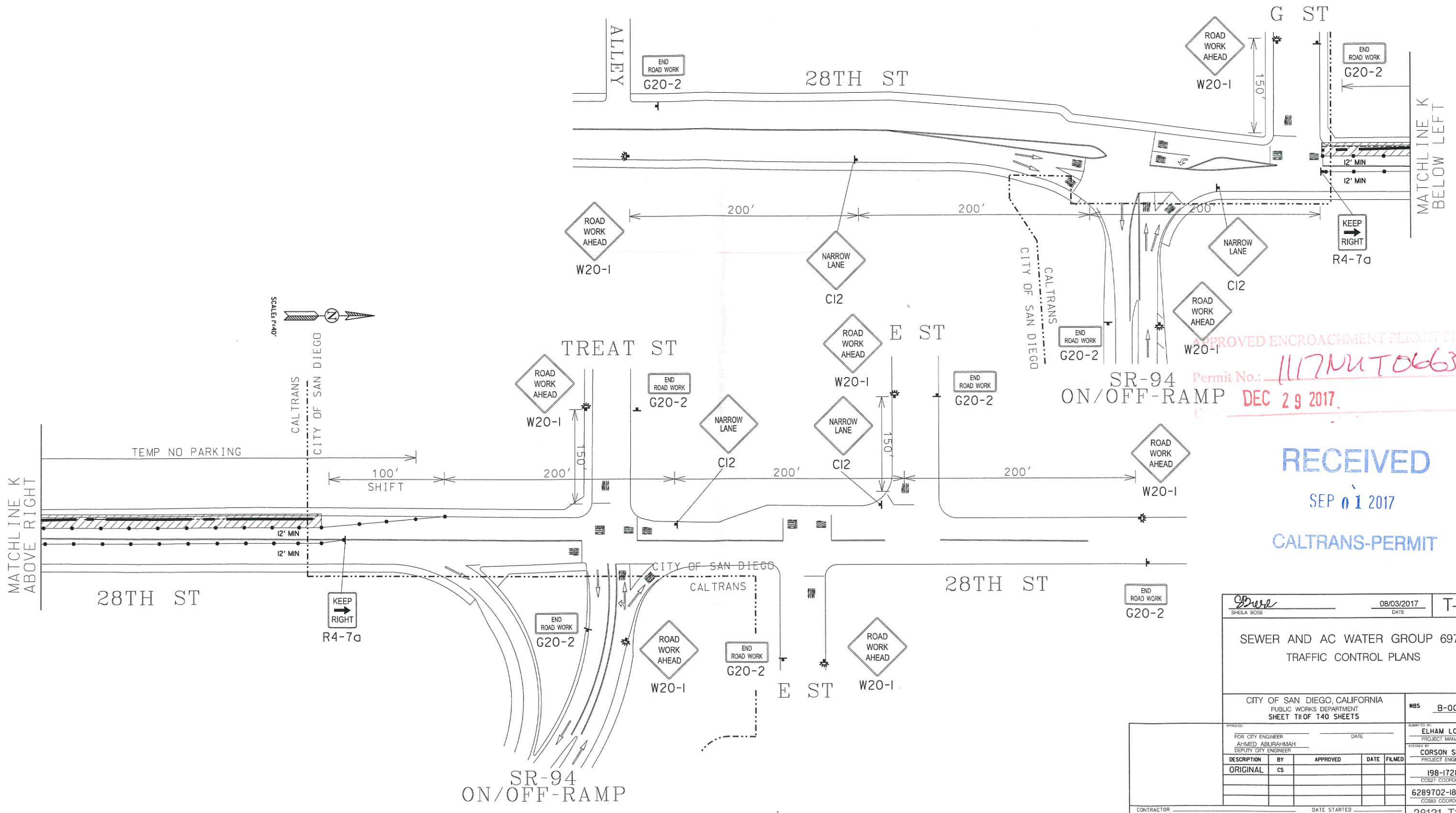
SHEILA BOSE DATE: 08/03/2017 T-10	
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 110 OF 140 SHEETS WBS B-00346	
FOR CITY ENGINEER AHMED ABUJAHMAH DEPUTY CITY ENGINEER	ELHAM LOTFI PROJECT MANAGER CORSON SMITH PROJECT ENGINEER
DESCRIPTION BY APPROVED DATE FILED ORIGINAL cs	198-1728 CCS27 COORDINATE 6289702-1839094 CCS83 COORDINATE
CONTRACTOR INSPECTOR	DATE STARTED DATE COMPLETED 38131-T10-D

SEWER AND AC WATER GROUP 697A

SEWER PHASE IX

WORK HOURS:
8:30 AM TO 3:30 PM

PERMIT NUMBER # _____
 CO_SD RTE_SR-94PM 2.5
 AS-BUILT PLANS FOR ROADWAY
 GEOMETRIC AND ABOVE GROUND
 FEATURES
 STATE REPRESENTATIVE _____ DATE _____



APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 117NUT0663
 DEC 29 2017

RECEIVED
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 CALTRANS-PERMIT

SHEILA BOSE		08/03/2017	T-11
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 11 OF 140 SHEETS			NBS B-00346
APPROVED BY:	DATE:	SUBMITTED BY:	ELHAM LOTFI PROJECT MANAGER
FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		CHECKED BY:	CORSON SMITH PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CCS27 COORDINATE
			6289702-1839094 CCS83 COORDINATE
CONTRACTOR	INSPECTOR	DATE STARTED	DATE COMPLETED
			38131-T11-D

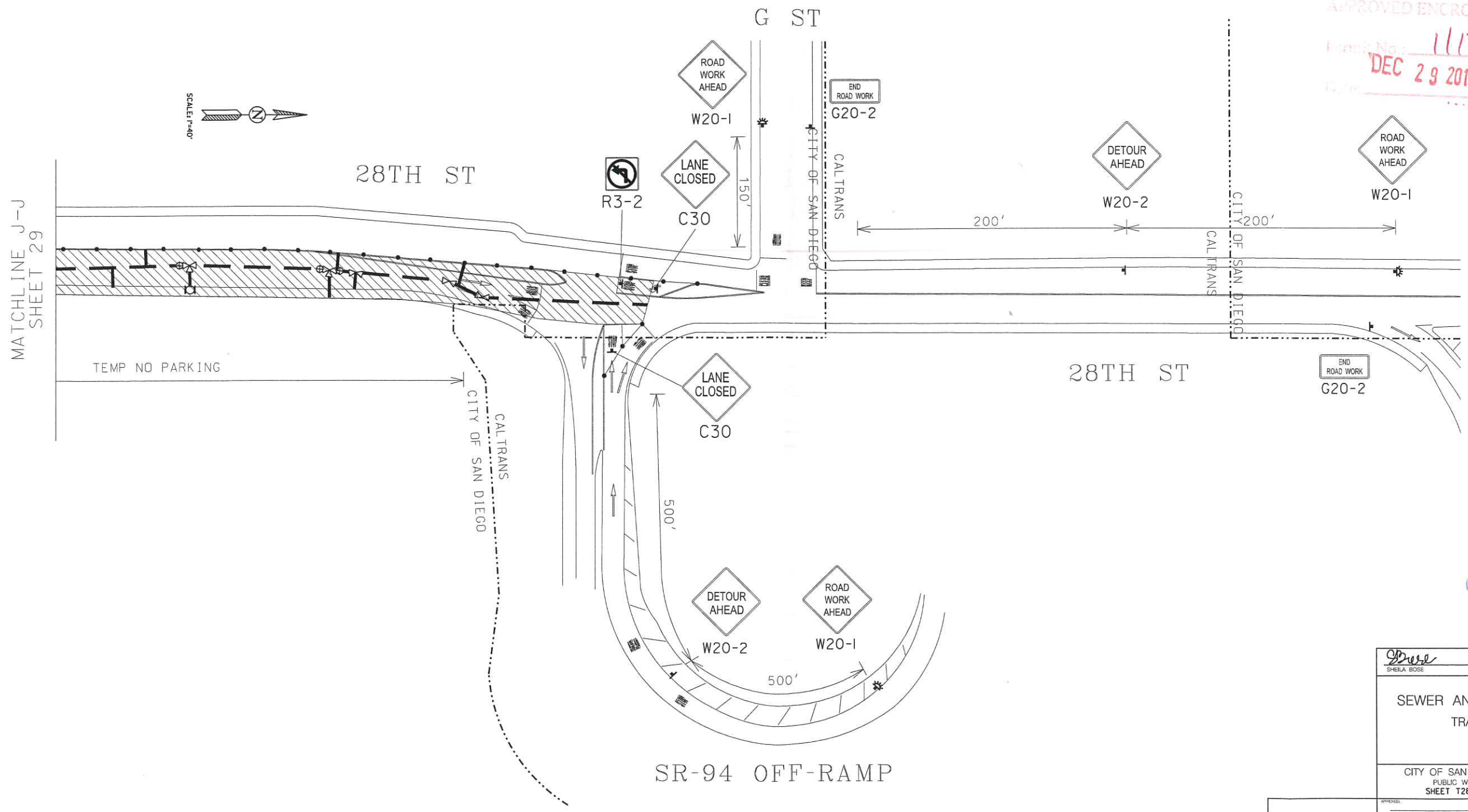
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE VII

PERMIT NUMBER *
CO. SD RTE. SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____


APPROVED ENCROACHMENT PERMIT PLAN
Permit No: 117N40663
DEC 29 2017



MATCHLINE J-J
SHEET 29

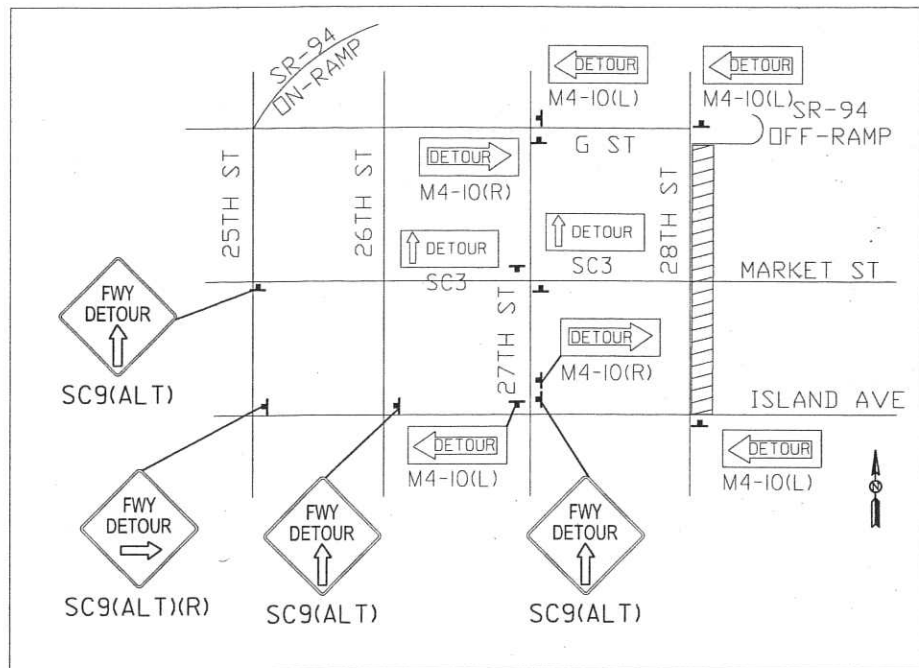
TEMP NO PARKING

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SEP 01 2017
CALTRANS-PERMIT

 SHEILA BOSE		08/03/2017 DATE	T-28
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T28 OF T40 SHEETS			WBS B-00346
APPROVED FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		DATE _____	SUBMITTED BY: ELHAM LOTFI PROJECT MANAGER CORSON SMITH PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CCS27 COORDINATE
			6289702-1839094 CCS83 COORDINATE
CONTRACTOR		DATE STARTED	38131-T28-D
INSPECTOR		DATE COMPLETED	

SEWER AND AC WATER GROUP 697A

DETOUR MAP



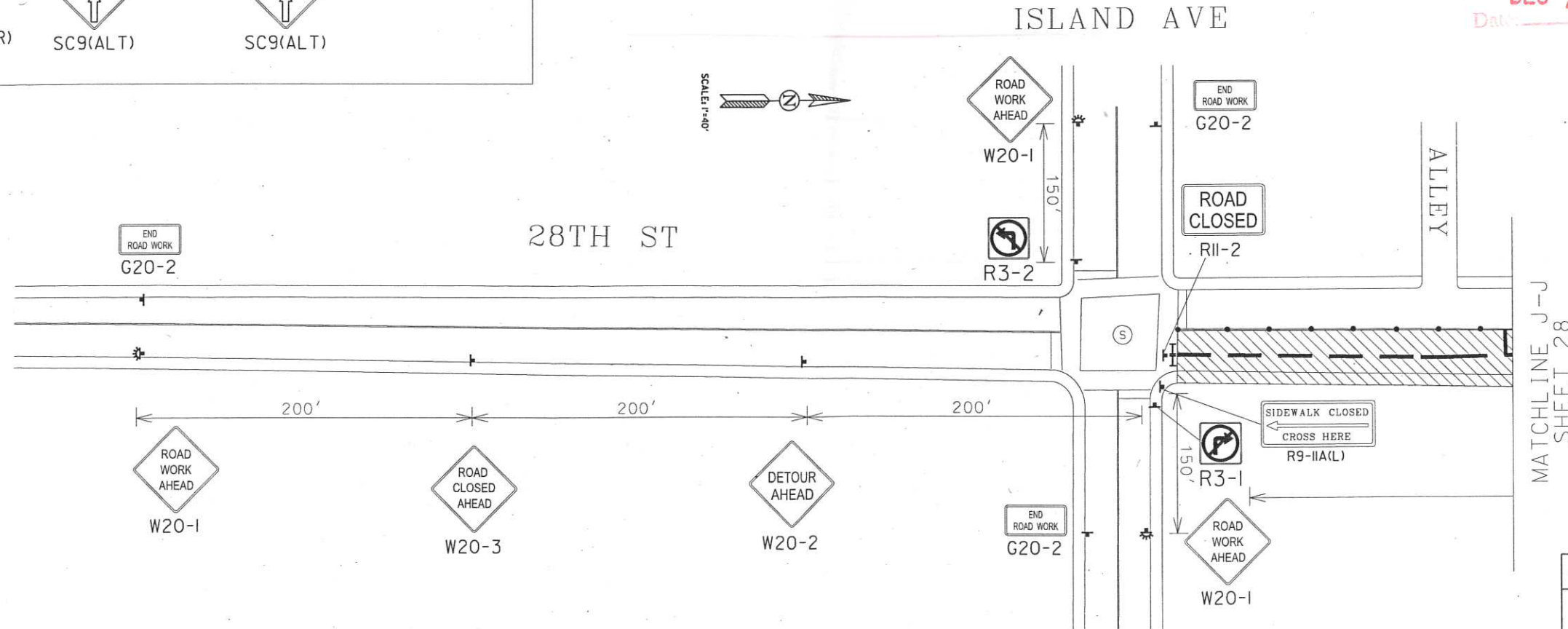
WATER PHASE VII

WORK HOURS:
8:30 AM TO 3:30 PM

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL COORDINATE WITH TRAFFIC CONTROL AND SIGNAL SECTION (858-495-4741) A MINIMUM OF 5 (FIVE) WORKING DAYS PRIOR TO WORK AFFECTING A TRAFFIC SIGNAL.
28TH ST & ISLAND AVE TRAFFIC SIGNAL TO REMAIN OPERATIONAL

PERMIT NUMBER *	
CO_SD RTE_SR-94PM 2.5	
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES	
STATE REPRESENTATIVE	DATE

APPROVED ENCROACHMENT PERMIT PLAN
Permit No. 1117NUT0663
DEC 29 2017
Date: _____



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SEP 01 2017
CALTRANS-PERMIT

SHEILA BOSE		DATE	T-29
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T29 OF T40 SHEETS			MS B-00346
APPROVED FOR CITY ENGINEER	DATE	SUBMITTED BY	ELHAM LOTFI PROJECT MANAGER
AHMED ABURAHMAH DEPUTY CITY ENGINEER		CORSON SMITH PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CCS27 COORDINATE
			6289702-1839094 CCS83 COORDINATE
CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED
			38131-T29-D

SEWER AND AC WATER GROUP 697A

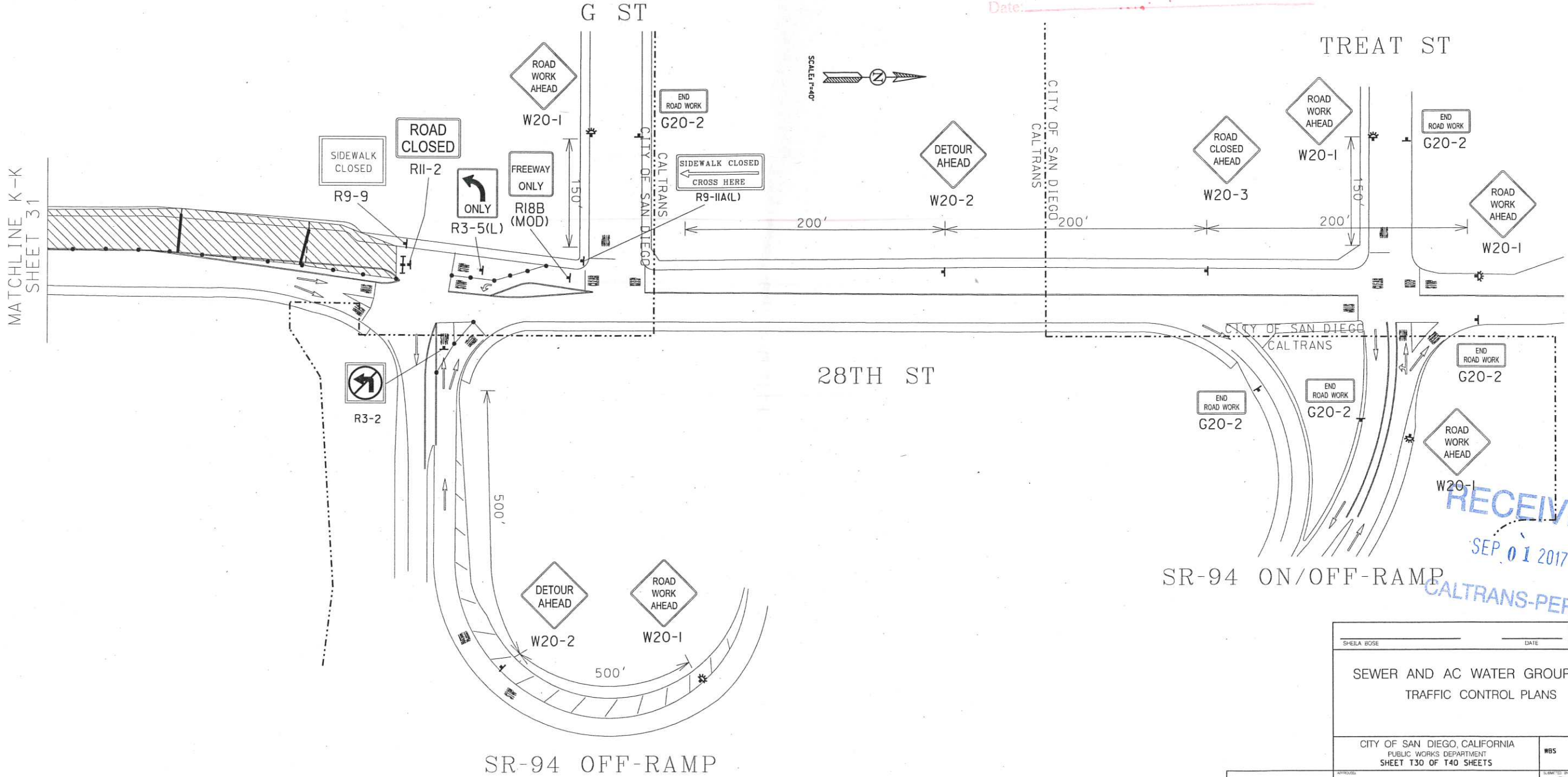
WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE VIII

PERMIT NUMBER *
CO. SD RTE. SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN

Permit No: **1117NUT0663**
Date: **DEC 29 2017**



MATCHLINE K-K
SHEET 31

RECEIVED
SEP 01 2017
CALTRANS-PERMIT

SHEILA ROSE _____ DATE _____ T-30

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET T30 OF T40 SHEETS #65 B-00346

FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER	DATE _____	SUBMITTED BY ELHAM LOTFI PROJECT MANAGER
DESCRIPTION	BY	APPROVED
ORIGINAL	CS	
		DATE
		FILED
		198-1728
		CCS27 COORDINATE
		6289702-1839094
		CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____ 38131-T30-D
INSPECTOR _____ DATE COMPLETED _____

SEWER AND AC WATER GROUP 697A

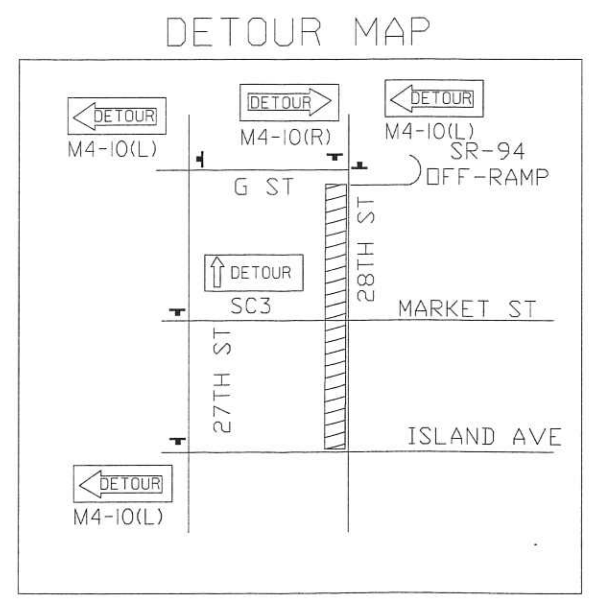
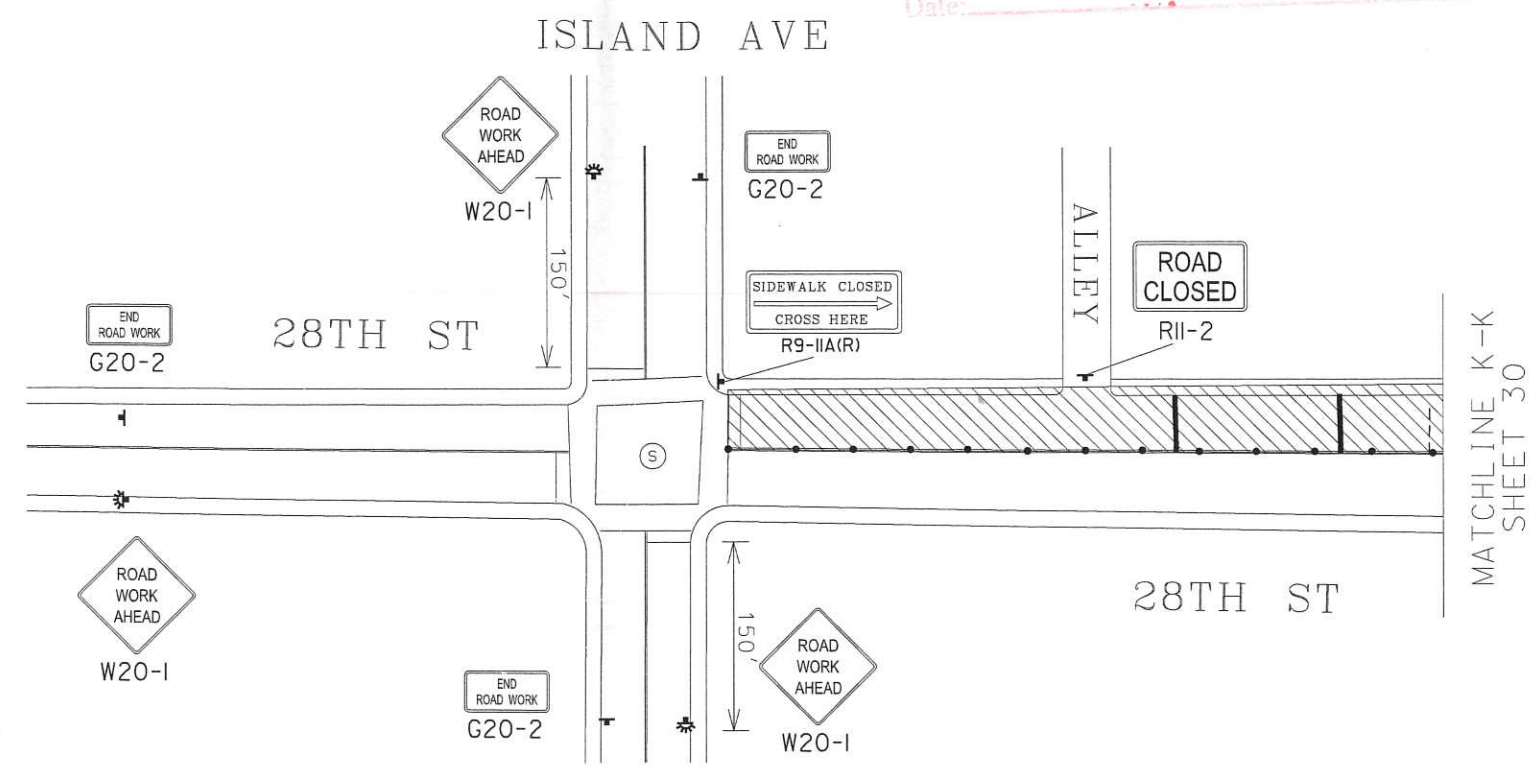
WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE VIII

PERMIT NUMBER * _____
 CO. SD RTE. SR-94 PM 2.5 _____
 AS-BUILT PLANS FOR ROADWAY
 GEOMETRIC AND ABOVE GROUND
 FEATURES
 STATE REPRESENTATIVE _____ DATE _____

TRAFFIC SIGNAL NOTE: CONTRACTOR SHALL
 COORDINATE WITH TRAFFIC CONTROL AND
 SIGNAL SECTION (858-495-4741) A MINIMUM
 OF 5 (FIVE) WORKING DAYS PRIOR TO WORK
 AFFECTING A TRAFFIC SIGNAL.
 28TH ST & ISLAND AVE
 TRAFFIC SIGNAL TO REMAIN OPERATIONAL

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No: 1117NUT0663
 Date: DEC 29 2017



RECEIVED
 SEP 01 2017
 CALTRANS-PERMIT

SHEILA BOSE		08/03/2017	T-31
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T31 OF T40 SHEETS			NBS B-00346
APPROVED BY: FOR CITY ENGINEER AHMED ABURAHMAN DEPUTY CITY ENGINEER	DATE	SUBMITTED BY: ELHAM LOTFI PROJECT MANAGER	ENGINEER BY: CORSON SMITH PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE FILMED
ORIGINAL	CS		
CONTRACTOR			DATE STARTED
INSPECTOR			DATE COMPLETED
			38131-T31-D

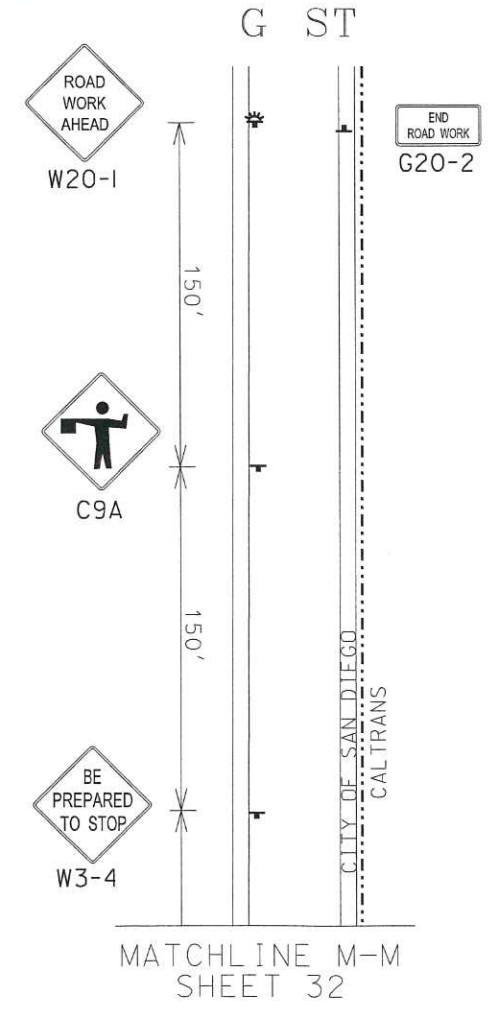
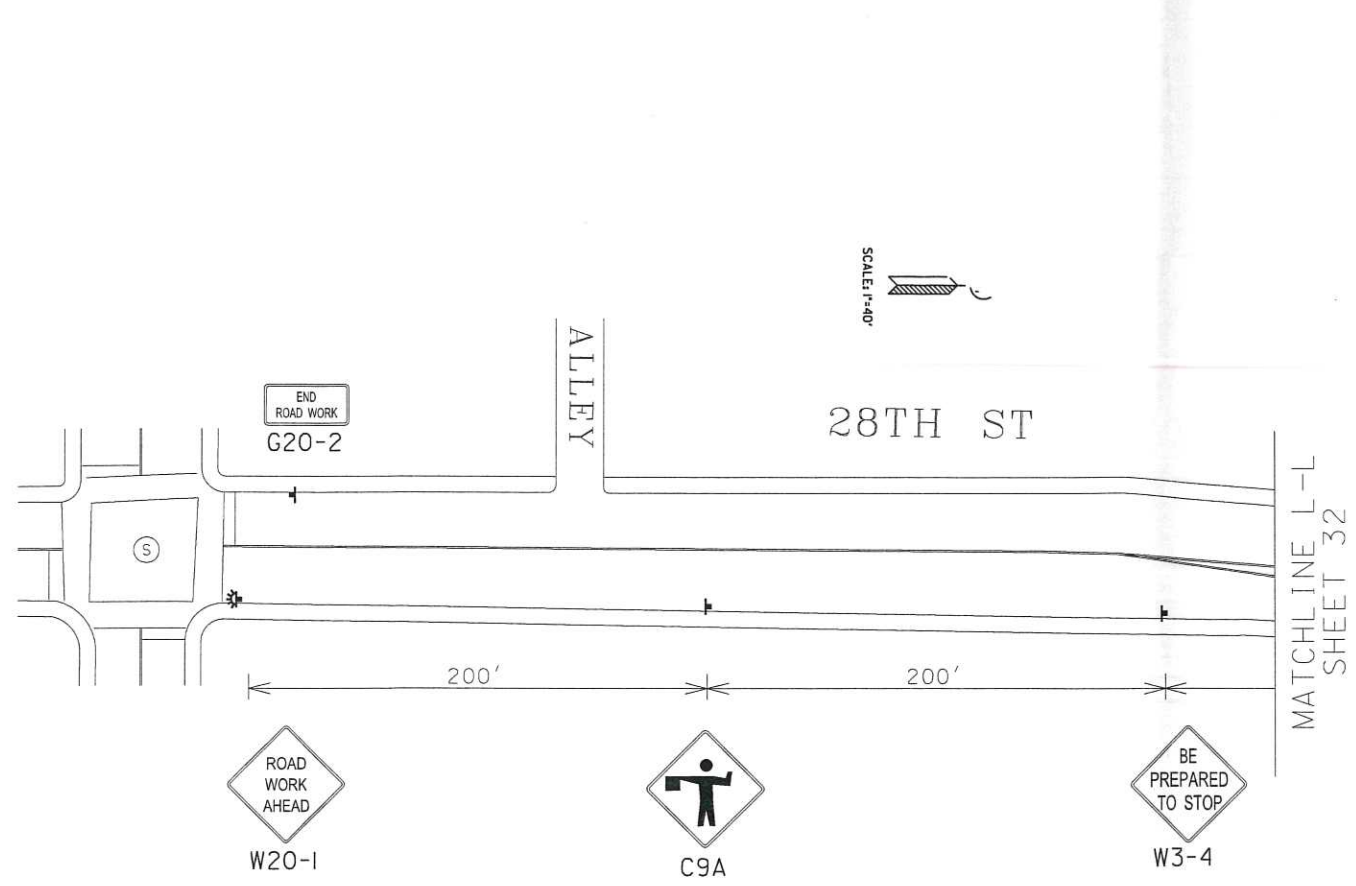
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE IX

PERMIT NUMBER *
CO_SD RTE SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117NUT0663
Date: DEC 29 2017



RECEIVED
SEP 01 2017
CALTRANS-PERMIT

Sheila Bose 08/03/2017 T-33
SHEILA BOSE DATE

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 133 OF 140 SHEETS
WBS B-00346

APPROVED BY FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER	DATE	SUBMITTED BY ELHAM LOTFI PROJECT MANAGER
DESCRIPTION ORIGINAL	BY CS	CHECKED BY CORSON SMITH PROJECT ENGINEER
APPROVED	DATE	FILED
CONTRACTOR	DATE STARTED	38131-T33-D
INSPECTOR	DATE COMPLETED	

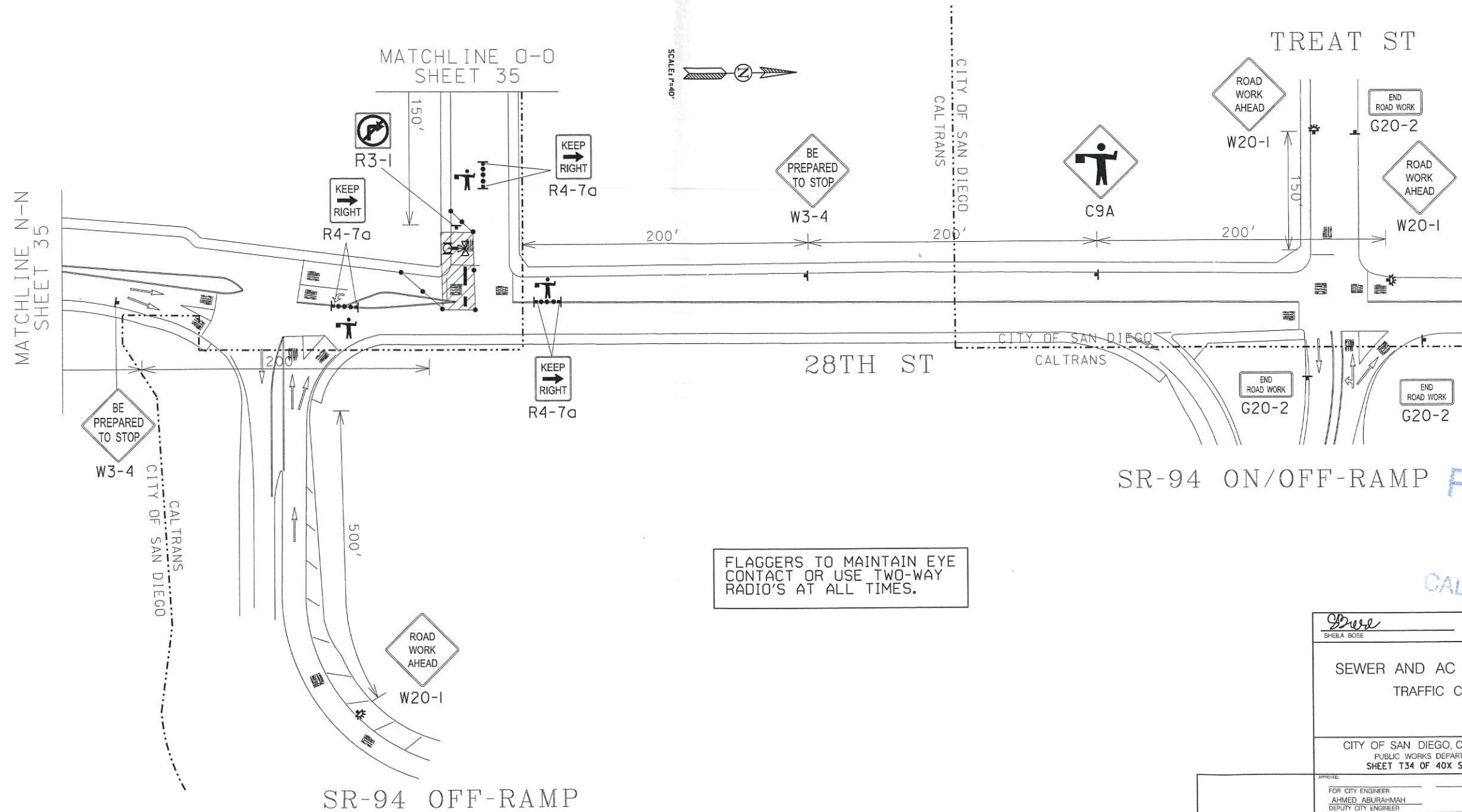
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE X

PERMIT NUMBER *
CO_SD RTE_SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117MUT0663
Date: DEC 29 2017



FLAGGERS TO MAINTAIN EYE CONTACT OR USE TWO-WAY RADIO'S AT ALL TIMES.

SR-94 ON/OFF-RAMP RECEIVED

SEP 01 2017

CALTRANS-PERMIT

APPROVED: Sheila Bose 08/03/2017 T-34
SHEILA BOSE DATE

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET T34 OF 40X SHEETS
#B5 B-00346

APPROVED FOR CITY ENGINEER	DATE	SUBMITTED BY	ELHAM LOTFI
AHMED ABURAHMAH		PROJECT MANAGER	
DEPUTY CITY ENGINEER		ORDERED BY	CORSON SMITH
		PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		198-1728
			CCS27 COORDINATE
			6289702-1839094
			CCS83 COORDINATE

CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____
38131-T34-D

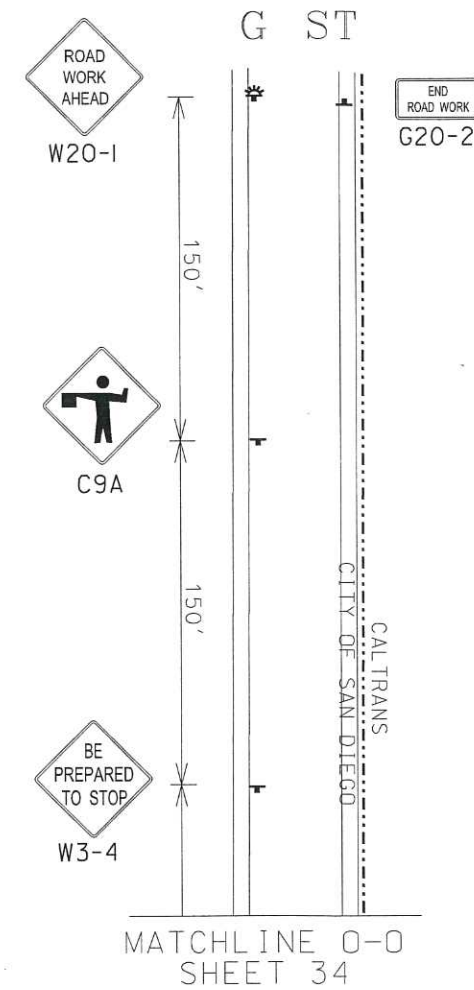
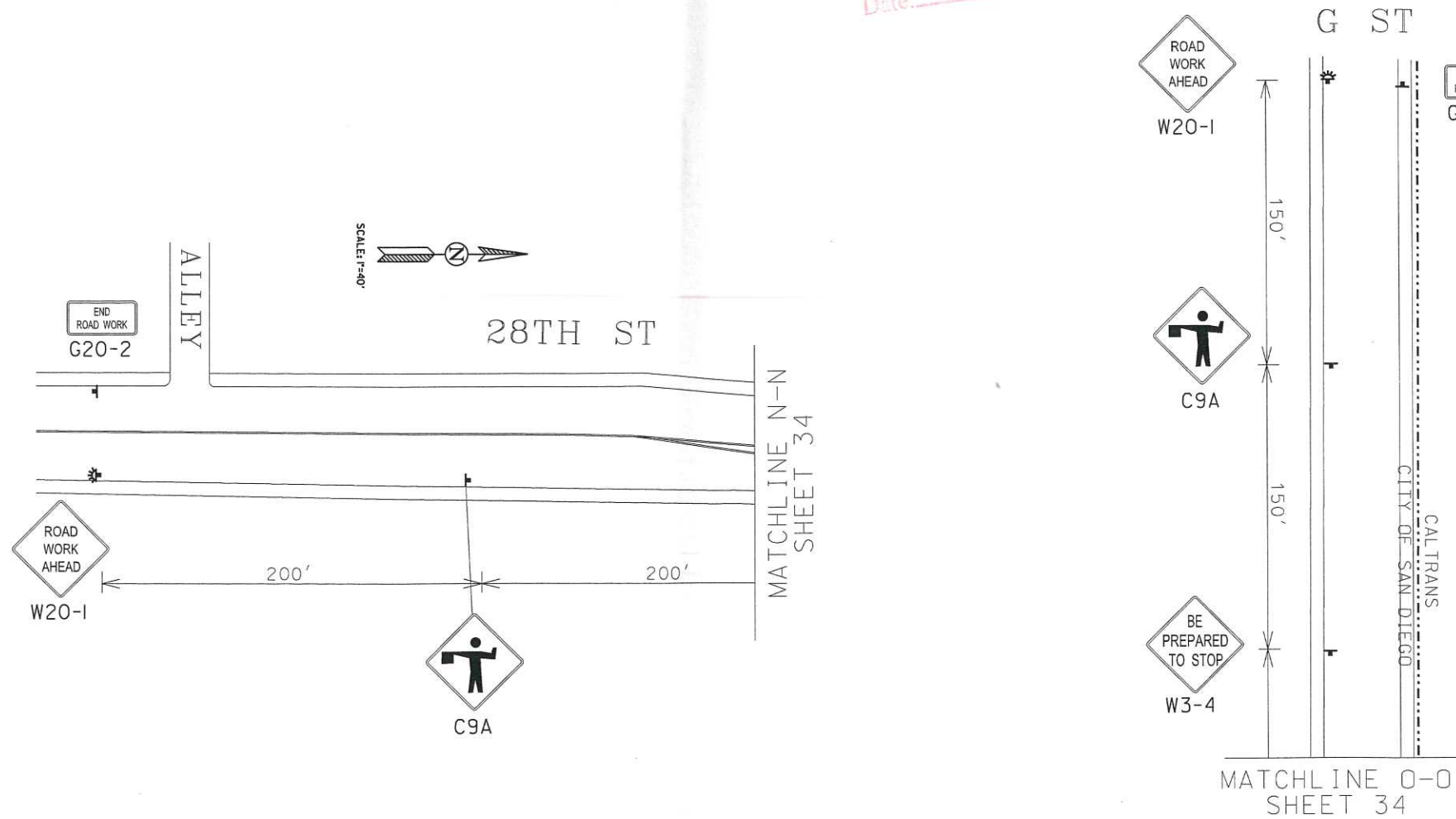
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE X

PERMIT NUMBER *
CO. SD RTE. SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117 MUT 0663
Date: DEC 29 2017.



RECEIVED
SEP 01 2017
CALTRANS-PERMIT

SHEILA BOSE		08/03/2017	T-35
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T35 OF T40 SHEETS			MS B-00346
FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		DATE	SUBMITTED BY ELHAM LOTFI PROJECT MANAGER
APPROVED		DATE	ENDORSED BY CORSON SMITH PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CC527 COORDINATE
			6289702-1839094 CC583 COORDINATE
CONTRACTOR		DATE STARTED	38131-T35-D
INSPECTOR		DATE COMPLETED	

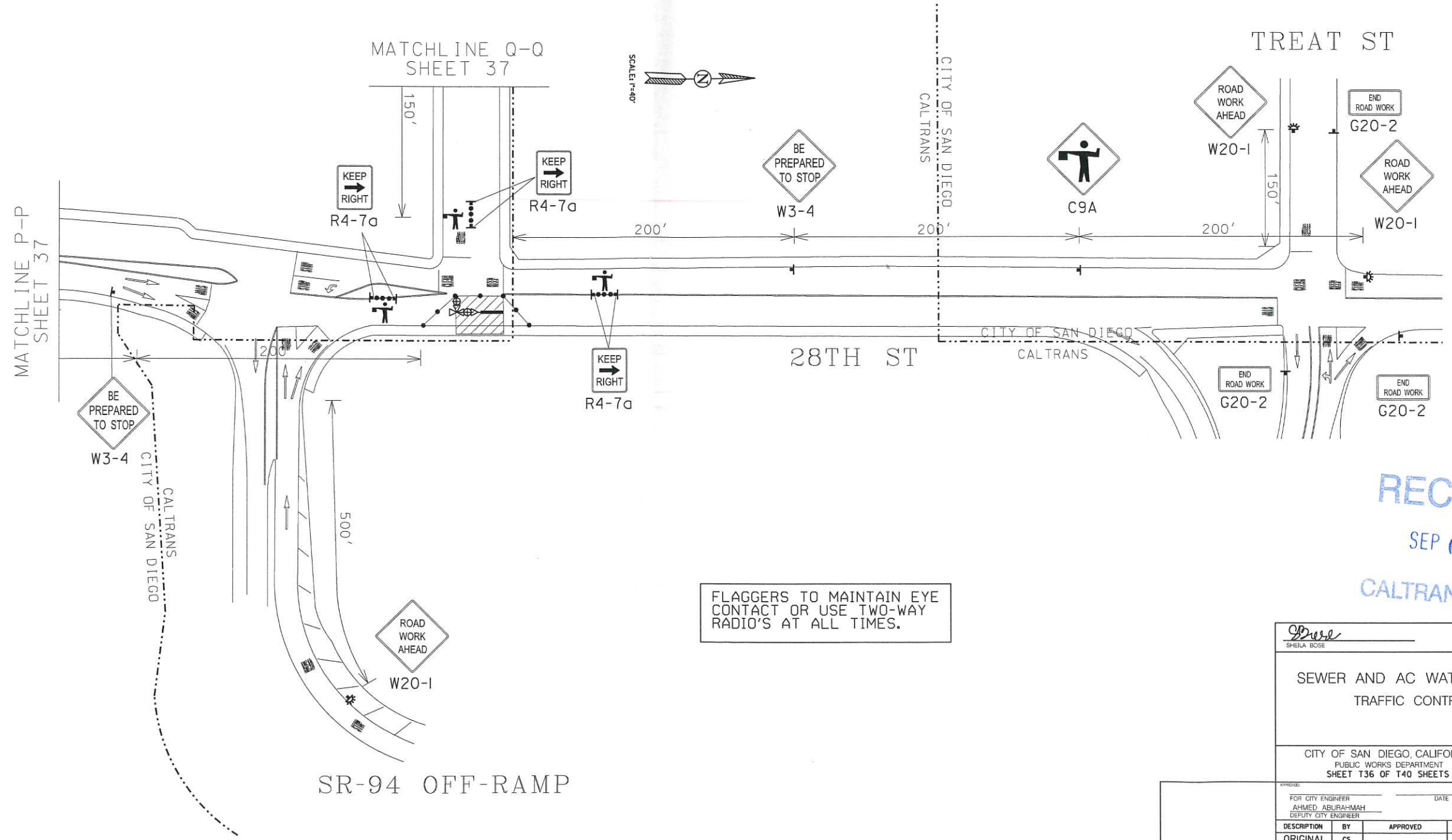
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE XI

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117NUT0663
Date: DEC 29 2017

PERMIT NUMBER *
CO. SD RTE SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____



FLAGGERS TO MAINTAIN EYE CONTACT OR USE TWO-WAY RADIO'S AT ALL TIMES.

RECEIVED
SEP 01 2017
CALTRANS-PERMIT

SHEILA BOSE		08/03/2017	T-36
SEWER AND AC WATER GROUP 697A TRAFFIC CONTROL PLANS			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET T36 OF T40 SHEETS			WBS B-00346
APPROVED BY: FOR CITY ENGINEER AHMED ABURAH-MAH DEPUTY CITY ENGINEER	DATE	SUBMITTED BY: ELHAM LOTFI PROJECT MANAGER	CREATED BY: CORSON SMITH PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
			198-1728 CCS27 COORDINATE
			6289702-1839094 CCS83 COORDINATE
CONTRACTOR	INSPECTOR	DATE STARTED	DATE COMPLETED
			38131-T36-D

SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

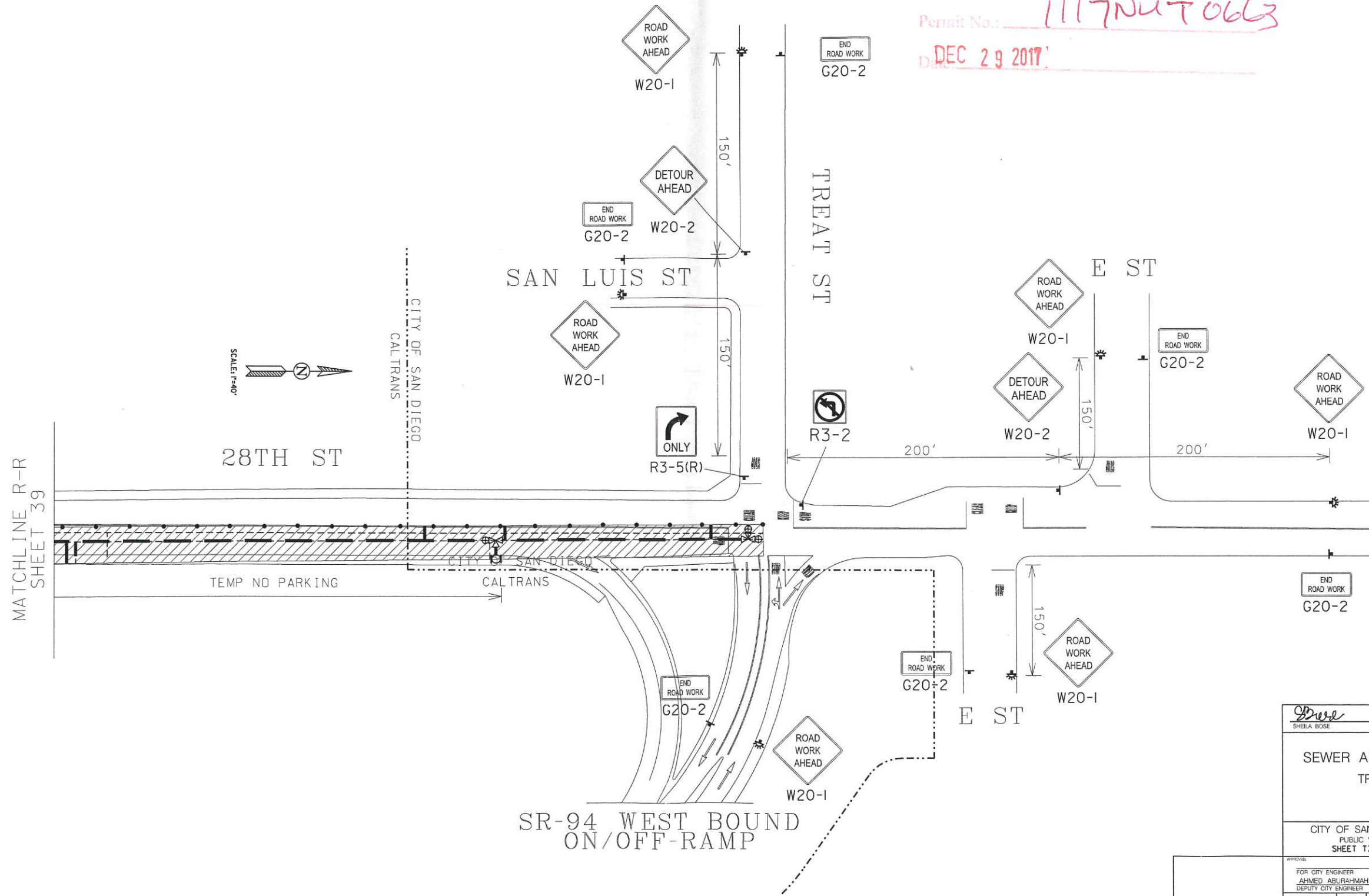
WATER PHASE XII

PERMIT NUMBER # _____
CO. SD RTE SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____

APPROVED ENCROACHMENT PERMIT PLAN

Permit No.: 1117NUT0663

DEC 29 2017



RECEIVED
SEP 01 2017
CALTRANS-PERMIT

APPROVED BY: Sheila Bose DATE: 08/03/2017 SHEET: T-38

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET T38 OF T40 SHEETS
MBS B-00346

FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER	DATE	APPROVED BY ELHAM LOTFI PROJECT MANAGER	DATE
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	CS		
CREATED BY CORSON SMITH PROJECT ENGINEER		198-1728 CCS27 COORDINATE	
6289702-1839094 CCS83 COORDINATE		38131-T38-D	

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

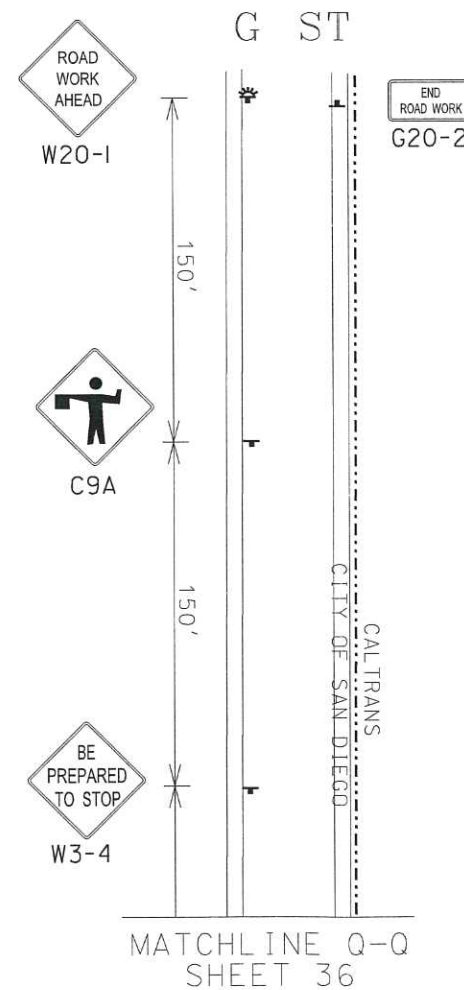
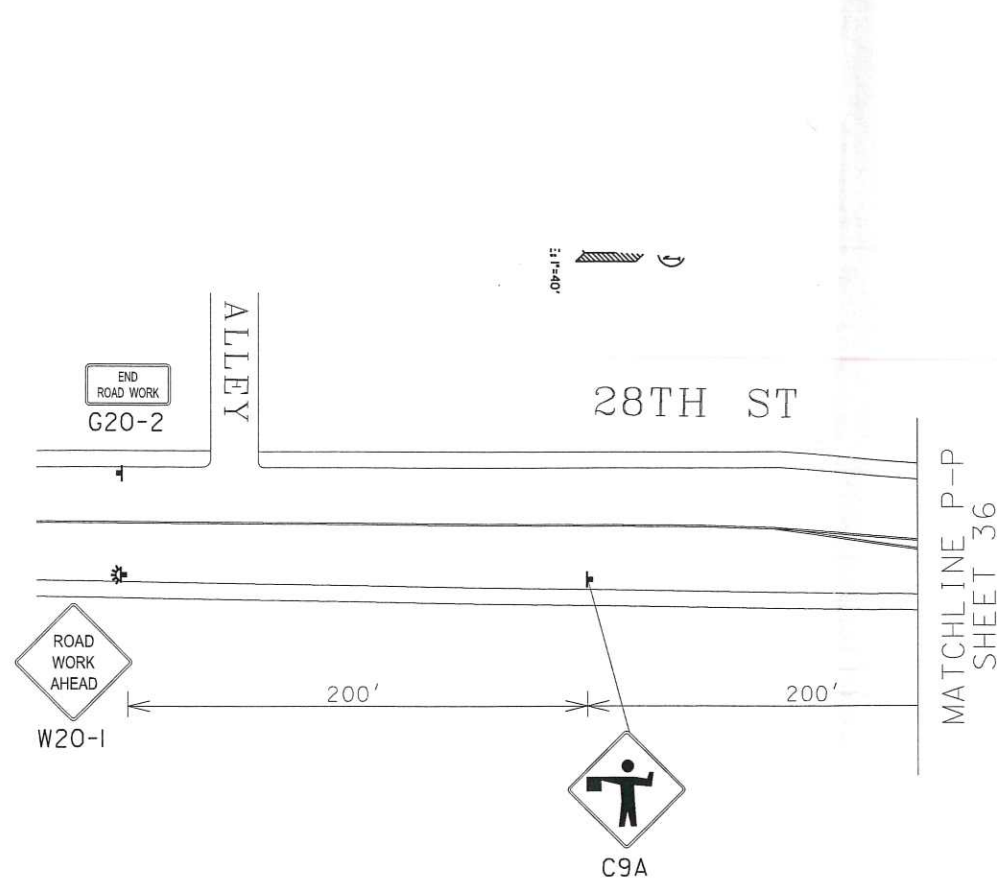
SEWER AND AC WATER GROUP 697A

WORK HOURS:
8:30 AM TO 3:30 PM

WATER PHASE XI

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1117NUT0663
Date: DEC 29 2017

PERMIT NUMBER *
CO. SD RTE. SR-94 PM 2.5
AS-BUILT PLANS FOR ROADWAY
GEOMETRIC AND ABOVE GROUND
FEATURES
STATE REPRESENTATIVE _____ DATE _____



RECEIVED
SEP 01 2017
CALTRANS-PERMIT

Sheila Bose 08/03/2017 T-37
SHEILA BOSE DATE

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET T37 OF T40 SHEETS
WBS B-00346

FOR CITY ENGINEER: AHMED ABURAHMAH
DEPUTY CITY ENGINEER
DATE: _____
SUBMITTED BY: ELHAM LOTFI
PROJECT MANAGER
APPROVED BY: CORSON SMITH
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	CS			

198-1728
CCS27 COORDINATE
6289702-1839094
CCS83 COORDINATE

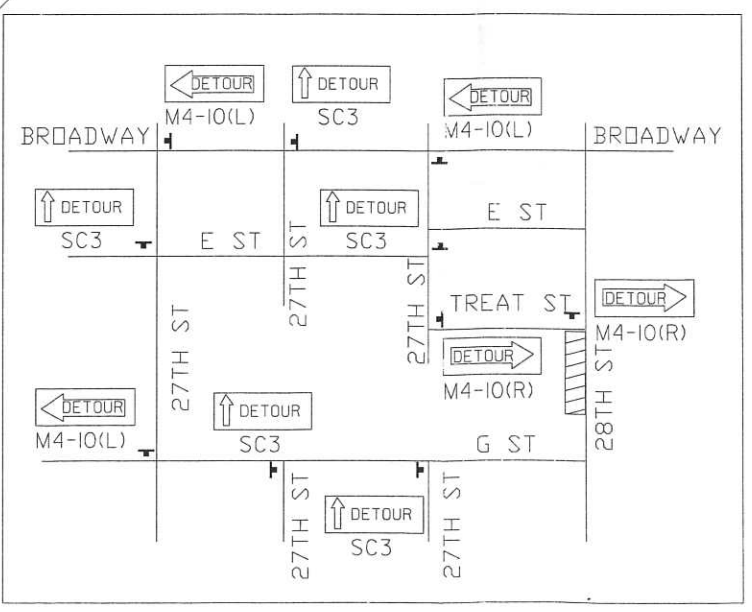
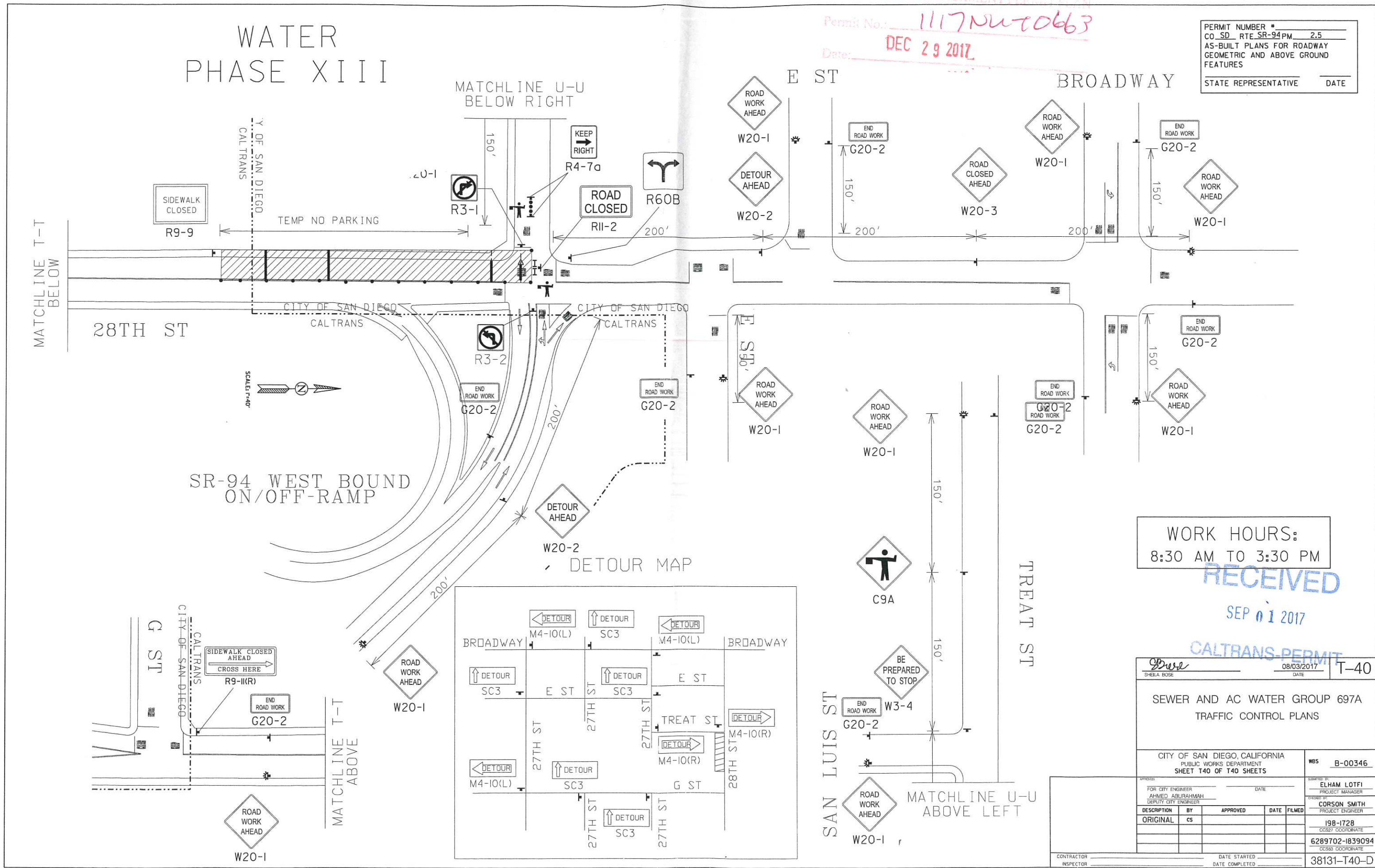
CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____
38131-T37-D

SEWER AND AC WATER GROUP 697A

WATER PHASE XIII

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 1117NW10663
 Date: DEC 29 2017

PERMIT NUMBER	_____
CO. SD. RTE. SR-94 PM	<u>2.5</u>
AS-BUILT PLANS FOR ROADWAY GEOMETRIC AND ABOVE GROUND FEATURES	_____
STATE REPRESENTATIVE	DATE



WORK HOURS:
8:30 AM TO 3:30 PM

RECEIVED

SEP 01 2017

CALTRANS PERMIT

Sheila Bose 08/03/2017 T-40

SEWER AND AC WATER GROUP 697A
TRAFFIC CONTROL PLANS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET T40 OF T40 SHEETS

APPROVED BY	DATE	PROJECT MANAGER
FOR CITY ENGINEER AHMED ABURAHMAH DEPUTY CITY ENGINEER		ELHAM LOTFI
DESCRIPTION	BY	APPROVED
ORIGINAL	CS	
		DATE
		FILMED

CONTRACTOR INSPECTOR _____ DATE STARTED _____ DATE COMPLETED _____

SEWER AND AC WATER GROUP 697A

ENCROACHMENT PERMIT RIDER

TR-0122 (REV. 6/99)

Collected By JG	Permit No. 11-17-NUT-0663 R1
Rider Fee Paid \$ EXEMPT	Dist/Co/Rte/PM 11-SD-15/M5.02
Date MARCH 30, 2018	Rider Number 11-18-NRW-0242

TO:

CITY OF SAN DIEGO
525 B STREET, SUITE 750 MS 905A
SAN DIEGO, CA 92101

ATTN: ELHAM LOTFI
PHONE: (619) 533-5212

, PERMITTEE

In compliance with your request of MARCH 20, 2018, we are hereby amending the above numbered encroachment permit as follows:

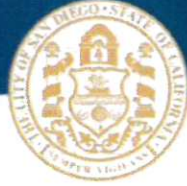
Date of completion extended to: **NO CHANGE**

1. ADD NEW PLAN SHEET C-15 DATED AS RECEIVED MARCH 20, 2018, TO COVER ADA CURB RAMP CONSTRUCTION.

Except as amended, all other terms and provisions of the original permit shall remain in effect.

JG:jc cc: Permits OPerryman, Reg. Mgr. DHooper, Inspector CPiquette, Elec.Maint. Permittee	APPROVED: Tim Gubbins, Acting District Director
	BY:  Joy J. Lee, District Permit Engineer

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



THE CITY OF SAN DIEGO

DATE: March 26, 2018
TO: State of California, Department of Transportation– Permitting Section
FROM: Elham Lotfi, Associate Engineer, Right of Way Design Division, Public Works Department (PWS)
SUBJECT: Rider Permit Modification to Permit 11-17-NUT-0663-Sewer & AC
Water Group 697A

In order to comply with ADA requirements, we are proposing 2 new curb ramps as shown in attached Curb ramp sheet. The first one (curb ramp #7) is located on the northeast corner of G street and 28th ST across from the existing curb ramp to provide a crosswalk for the pedestrian to the West side of the G street, and another one(curb ramp #8) on west side of the 28th ST and north of Market ST, at the Alley/Paper ST (just south of the on-ramp to CA 94) to provide a crosswalk for the pedestrian to the east side of the Alley/Paper ST. We are also installing two Pedestrian Barricades to prevent the pedestrians from crossing into the other side of the street with no existing curb ramps.

We already have obtained permit # 11-17-NUT-0663 for this project, which covers the traffic control plans for that area and is kindly requesting a modifying permit or rider permit to the existing permit we have in order to proceed with the work.

Sincerely,

Elham Lotfi

Associate Engineer-Civil

(619) 533-5212



Permit 11-17-NUT-0663-Sewer & AC Water Group 697A.

In order to comply with ADA requirements, we are proposing 2 new curb ramps as shown in attached Curb ramp sheet. The first one (curb ramp #7) is located on the northeast corner of G street and 28th ST across from the existing curb ramp to provide a crosswalk for the pedestrian to the West side of the G street, and another one(curb ramp #8) on west side of the 28th ST and north of Market ST, at the Alley/Paper ST (just south of the on-ramp to CA 94) to provide a crosswalk for the pedestrian to the east side of the Alley/Paper ST. We are also installing two Pedestrian Barricades to prevent the pedestrians from crossing into the other side of the street with no existing curb ramps.

We already have obtained permit # 11-17-NUT-0663 for this project, which covers the traffic control plans for that area and is kindly requesting a modifying permit or rider permit to the existing permit we have in order to proceed with the work.

RECEIVED

MAR 28 2018

CALTRANS-PERMIT

Contact Info:

Bareaz Piromari

Assistant Engineer

City of San Diego, Public Works Department

Right of Way Division

bpiromari@sandiego.gov

(619) 533-5474

WATER POLLUTION CONTROL PROGRAM (WPCP)

For
Sewer and AC Water Group 697A

Caltrans Encroachment Permit Number for Local Agency / Private Entity: TBD

Caltrans Encroachment Permit Number for Contractor: TBD

APPROVED ENCROACHMENT PERMIT
Permit No.: 1117MUT0663
Date: 12/29/17

Prepared for:

City of San Diego
525 B Street, Suite 750, MS 908A
San Diego, CA 92101
Resident Engineer's Name - TBD
Resident Engineer's Telephone Number - TBD

Permit No. 11-17-N-VJ-0663
Reviewed By: RY Date: 10-04-17
 NPDES Route Manager Approval
 No additional comments
 Additional comments as noted in resubmit
 Revise and Resubmit

Submitted by:

City of San Diego
525B Street, Suite 750, MS 908A
San Diego, California, 92101
619-533-5474
Barez Piromari for Sheila Bose

Permit No. _____
Reviewed By: _____ Date: _____
 NPDES Route Manager Approval
 No additional comments
 Additional comments as noted in resubmit
 Revise and Resubmit

Project Site Address

Highway 94 between 28th Street and 30th Street
TBD

Contractor's Water Pollution Control (WPC) Manager

WPC Manager's Name - TBD
Telephone Number(s) - TBD

Contractor's Designated Water Pollution Control Inspector (if different from WPC Manager)

Inspectors Name - TBD
Telephone Number(s) TBD

APPROVED ON 10-04-2017

PERMIT #11-17-6UT-0663TBD

WATER POLLUTION CONTROL PROGRAM (WPCP)

For

Sewer and AC Water Group 697A

Caltrans Encroachment Permit Number for Local Agency / Private Entity: TBD

Caltrans Encroachment Permit Number for Contractor: TBD

Prepared for:

City of San Diego
525 B Street, Suit 750, MS 908A
San Diego, CA 92101
Resident Engineer's Name - TBD
Resident Engineer's Telephone Number - TBD

Submitted by:

City of San Diego
525B Street, Suite 750, MS 908A
San Diego, California, 92101

619-533-5474

Bareaz Piromari for Sheila Bose

Project Site Address

Highway 94 between 28th Street and 30th Street
TBD

Contractor's Water Pollution Control (WPC) Manager

WPC Manager's Name - TBD

Telephone Number(s) - TBD

Contractor's Designated Water Pollution Control Inspector (if different from WPC Manager)

Inspectors Name - TBD

Telephone Number(s) TBD

WPCP Prepared by:

City of San Diego

525 B Street, Suite 750, MS908A

619-533-5474

Barez Piromari- Project Engineer

WPCP Preparation Date

09/25/2017

Less than 1 acre of soil disturbance.

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- 10.2 Amendments
- 10.3 Contractor's Annual Certification and Acceptance by the Resident Engineer

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- 20.1 Project Description
- 20.2 Unique Site Features
- 20.3 Contact Information for Responsible Parties
- 20.4 Training

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 - 30.1.1 Inventory of Materials and Activities that May Pollute Stormwater
 - 30.1.1 Potential Pollutants from Site Features or Known Contaminants
- 30.2 Soil Stabilization (Erosion Control) and Sediment Control
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 - 30.2.2 Sediment Control BMPs
 - 30.2.3 Tracking Control BMPs
 - 30.2.4 Wind Erosion Control BMPs
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- Attachment CWPCP Amendments
- Attachment DStormwater Training Documentation

WPCP Appendices

- Appendix ACEM-2008 SWPPP/WPCP Amendment Certification and Acceptance
- Appendix BCEM-2009 SWPPP/WPCP Amendments Log
- Appendix CCEM-2023 Stormwater Training Record
- Appendix DCEM-2024 Stormwater Training Log - Optional
- Appendix ENo longer needed
- Appendix F ...CEM-2034 Monthly Stormwater Best Management Practices and Materials Inventory Report - Optional
- Appendix GCEM-2030 Stormwater Site Inspection Report
- Appendix HCEM-2035 Stormwater Corrective Actions Summary
- Appendix ICEM-2061 Notice of Discharge Report
- Appendix JNo longer needed
- Appendix KCEM-2070 SWPPP/WPCP Annual Certification of Compliance

SECTION 10 WPCP Certification and Acceptance

10.1 Contractor's Certification and Acceptance by the Resident Engineer

WPCP PREPARER CERTIFICATION OF WPCP

"I certify that I have the qualifications and certifications specified for a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) shown in the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES No. CAS000002, Section VII, Training Qualifications and Certification Requirements.

I certify that this WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

<u>Bareaz Piromari</u>	<u>9-27-17</u>
WPCP Preparer Signature	Date
Bareaz Piromari	619-533-5474
WPCP Preparer Name	Telephone Number
Project Engineer	
WPCP Preparer Title	

CONTRACTOR'S CERTIFICATION OF WPCP

"I certify under a penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

<u>TBD</u>	<u>TBD</u>
Contractor's Signature	Date
TBD	Telephone Number
Contractor's Name	
TBD	
Contractor's Title	

For Use by Local Agency / Private Entity Only

LOCAL AGENCY / PRIVATE ENTITY RESIDENT ENGINEER'S ACCEPTANCE OF WPCP

"I certify under a penalty of law that this document and all attachments were reviewed under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

This WPCP is accepted based on a review performed by myself or personnel acting under my direction. that determined that the WPCP meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

Resident Engineer's Signature	Date
TBD	TBD
Resident Engineer's Name	Telephone Number

For Use by Caltrans Only

CALTRANS OVERSIGHT ENGINEER'S CONCURRENCE OF WPCP

I, and/or personnel acting under my direction and supervision, have reviewed this WPCP and concur with the Resident Engineer's findings that it meets the requirements set forth in the contract special provisions, Caltrans Standard Specifications, and the Caltrans SWPPP/WPCP Preparation Manual.

Caltrans Oversight Engineer's Signature	Date of WPCP Concurrence
Caltrans Oversight Engineer's Name	Telephone Number

10.2 Amendments

The WPCP shall be amended whenever there is a change in construction or operations that may cause the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems, or when deemed necessary by the Resident Engineer. The WPCP must be amended when:

- changes in work activities could affect the discharge of pollutants
- WPC practices are added by contract change order

- WPC practices are added at the contractor's discretion

Amendments to WPCP shall be documented in letter format and include revised Water Pollution Control Drawing sheets, as appropriate. WPCP amendments shall be certified by the contractor and require acceptance by Caltrans or Local Agency / Private Entity Resident Engineer. For encroachment permit projects, Caltrans Oversight Engineer concurrence is required. Documentation of WPCP amendment certification, acceptance and Caltrans Oversight Engineer concurrence, if required will be documented using CEM-2008 SWPPP/WPCP Amendment Certification and Acceptance form in Appendix A.

All WPCP amendments shall be documented on CEM-2009 SWPPP/WPCP Amendments Log which includes:

- amendment number
- amendment date
- brief description of the amendment
- name of individual requesting amendment
- amendment acceptance date.

All WPCP amendments shall be logged on CEM-2009 SWPPP/WPCP Amendment Log form, in Appendix B. Accepted amendments with an updated amendment log shall be attached to the contractor's on-site WPCP in Attachment C.

10.3 Contractor's Annual Certification and Acceptance by the Resident Engineer

Each year by July 15 the contractor shall certify that the water pollution control measures are being implemented in accordance with the accepted WPCP for the project, including accepted WPCP amendments. The contractor shall submit the annual certification to the Resident Engineer for acceptance. Documentation of annual certification shall be on CEM-2070 SWPPP/WPCP Annual Certification of Compliance form, in Appendix K.

SECTION 20

Project and Contractor Information

20.1 Project Description

Sewer and AC Water Group 697A has been defined as the installation of 8", 10", 12", 15" & 16" sewer mains, sewer laterals, manholes, & the installation of 8", 10", 12" water mains, water services, valves, fire hydrants & markers, trench resurfacing, pavement resurfacing, and curb ramps. The project is located on 28th Street, 29th Street, and SR 94 between 28th Street and 30th Street.

20.2 Unique Site Features

Existing sensitive open space south to SR 94 (Located at city's right of way) is character defining features, and the city of San Diego will provide the biological and revegetation construction monitoring services for that area.

20.3 Contact Information for Responsible Parties

Resident Engineer

Name: **TBD**
Title: **Resident Engineer**
Company: **City of San Diego**
Address: **525 B Street, Suit 750, MS 908A**
San Diego, CA 92101
Phone Number: **TBD**
Emergency Phone Number (24/7) **TBD**
Email address: **TBD**

Contractor

Name: **TBD**
Title: **TBD**
Company: **TBD**
Address: **TBD**
TBD
TBD, TBD TBD

Phone Number: TBD

Emergency Phone Number (24/7) TBD

Email address: TBD

Water Pollution Control Manager (WPC Manager)

Name: TBD

Title: TBD

Company: TBD

Address: TBD

TBD

TBD, TBD TBD

Phone Number: TBD

Emergency Phone Number (24/7): TBD

Email address: TBD

Erosion and Sediment Control Provider

Name: TBD

Title: TBD

Company: TBD

Address: TBD

TBD

TBD, TBD TBD

Phone Number: TBD

Emergency Phone Number (24/7) TBD

Email address: TBD

20.4 Training

TBD, the WPC Manager for this project, meets the Qualified SWPPP Practitioner (QSP) registration or certification requirement of Section VII., "Training Qualifications and Certification Requirements," of the Construction General Permit based on:

- Sheila Bose P.E. - Professional Engineer Registration No. C59403

The WPC Manager has received the following training:

TBD

Project and Contractor Information

- TBD

The WPC Manager has the following WPCP development and implementation experience:

- TBD

The WPCP for this project was developed by TBD, who meets the Qualified SWPPP Practitioner (QSP) registration or certification requirement of Section VII., "Training Qualifications and Certification Requirements," of the Construction General Permit based on:

- Sheila Bose P.E. Professional Engineer Registration No. C59403

The QSP has received the following training:

- TBD

The QSP has the following WPCP development experience:

- TBD

Contractor or subcontractor employees responsible for water pollution control best management practices (BMPs) installation, maintenance and repair have received the following training:

- TBD

Contractor and subcontractor employees shall be trained prior to working on the site in the following subjects:

- water pollution control rules and regulations.
- implementation and maintenance for:
 - temporary soil stabilization
 - temporary sediment control
 - tracking control
 - wind erosion control
 - material pollution prevention control
 - waste management
 - non-storm water management
- identifying and handling hazardous substances
- potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances

Informal employee training shall include tailgate site meetings to be conducted weekly and address the following topics:

- water pollution control best management practices (BMPs) deficiencies and corrective actions
- BMPs that are required for work activities during the week
- spill prevention and control
- material delivery, storage, use, and disposal
- waste management
- non-stormwater management

A summary of formal and informal training of various personnel is shown in Attachment D. A copy of all training certificate(s) for the WPC Manager and the WPCP Preparer are included in Attachment D.

Stormwater training for project personnel shall be documented on form CEM-2023 Stormwater Training shown in Appendix C. For each training occurrence, both a training record and an updated training log, form CEM-2024 Stormwater Training Log, shown in Appendix D, must be completed. A copy of the training log, training record and copies of all training certificates for project personnel will be kept in WPCP file category 20.23 Contractor Personnel Training Documentation. An updated training log and documentation of new training shall be submitted to the RE within 5 days of training.

SECTION 30

Pollution Sources and Control Measures

30.1 Pollutant Sources

30.1.1 Inventory of Materials and Activities that May Pollute Stormwater

The following is a list of construction materials that will be used and activities that will be performed that will have the potential to contribute pollutants, other than sediment, to stormwater runoff:

- Disturbance of soil and backfilling due to open trench pipe installation and repaving of surface streets; exposing existing water main pipe after removal; general construction site litter.
- The Contractor will be directed to store the stockpiled material on City of San Diego Right-of-Way. Water Pollution schedule is to be determined by the contractor at the Pre-construction Meeting.

The following is a list of construction activities that have the potential to contribute sediment to stormwater discharges include:

- Open trenching, removal of existing sewer main portions, concrete mixing and paving, asphalt repair, general street repairs, storage containers, machinery oils & greases.

30.1.2 Potential Pollutants from Site Features or Known Contaminants

Existing site features that, as a result of past usage, may contribute pollutants to stormwater (e.g., toxic materials that are known to have been treated, stored, disposed, spilled, or leaked onto the construction site) include:

- N/A

The following contaminants are known to exist at the project site locations identified:

- N/A

30.2 Soil Stabilization (Erosion Control) and Sediment Control

30.2.1 Soil Stabilization BMPs

The following soil stabilization BMP implementation table indicates the BMPs that shall be implemented to control erosion on the construction site. Implementation and locations of temporary soil stabilization BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawing necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SOIL STABILIZATION BMPs					
CONSTRUCTION	BMP NAME	CONTRACT	CONTRACT	BMP USED	IF A CONTRACT MINIMUM

TBD

Pollution Sources and Control Measures

BMP ID NO.(1)		MIN REQUIREMENT(2)	BID ITEM			REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
SS-1	Scheduling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SS-2	Preservation of Property/ Preservation of Existing Vegetation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SS-3 Bonded	Temporary Hydraulic Mulch (Bonded Stabilized Fiber Matrix)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SS-3 Polymer	Temporary Hydraulic Mulch (Polymer Stabilized Fiber Matrix)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	BFM will be used
SS-4	Temporary Erosion Control (With Temporary Seeding)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - SS3 will be used
SS-5	Temporary Soil Stabilizer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="radio"/>	<input type="radio"/>	
SS-6	Temporary Erosion Control (Straw Mulch with Stabilizing Emulsion)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - SS3 will be used
SS-7 Slope	Temporary Erosion Control Blanket (On Slope)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SS-7 Swale	Temporary Erosion Control Blanket (In swale or ditch)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	
SS-7 Geotextile	Temporary Cover (Geotextiles and Mats)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SS-8	Temporary Mulch (Wood)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - SS# BFM will be used
SS-9	Earth Dikes / Drainage Swales & Lined Swales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no dikes / drainage swales within vicinities.
SS-10	Outlet Protection / Velocity Dissipation Devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	Inlet protection only
SS-11	Slope Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	inlet protection only
SS-12	Streambank Stabilization	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no stream within the vicinities
ALTERNATIVE TEMPORARY SOIL STABILIZATION BMPs USED (3)						
<input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

- (1)The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
- (2)Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
- (3)Use of alternative BMPs will require written approval by the Resident Engineer

SS-1 Construction sequencing shall be scheduled to minimize land disturbance during rainy and non-rainy seasons

SS-2- Temporary Fencing will be provided prior to the commencement of cleaning and grubbing operations or other solid disturbing activities within construction area.

SS-3- Hydraulic mulch will be applied to disturbed areas requiring temporary protection until permanent vegetation is established.

SS-5- Soil binder will provide temporary dust, wind, and soil stabilization benefits.

SS-7- Erosion control blanket will be implemented in steep slopes where high potential of erosion exists.

BMP's such as installing gravel bag check dams in the gutter upstream of the drain to slow the velocity of runoff and pre filter before reaching the drain. If no ponding hazard exists, block and gravel inlet filters and compost sock filters, which allow for moderate flow-through are recommended.

30.2.2 Soil Stabilization BMPs

The following sediment control BMP implementation table indicates the BMPs that shall be implemented to control sediment on the construction site. Implementation and locations of temporary sediment control BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY SEDIMENT CONTROL BMPs						
CONSTRUCTION BMP ID NO.(1)	BMP NAME	CONTRACT MIN REQUIREMENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
SC-1	Temporary Silt Fence	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SC-2	Temporary Sediment Basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - project will provide inlet protection
SC-4	Temporary Check Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no active stream or channel within vicinities
SC-5	Temporary Fiber Rolls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SC-6	Temporary Gravel Bag Berm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - project will provide inlet protection / no active stream / channel within vicinity
SC-7	Street Sweeping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
SC-8	Temporary Sandbag Barrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - project will provide inlet protection/ no active Stream/ channel within vicinity

SC-9	Temporary Straw Bale Barrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - No active stream channel; SC-1 will be implemented on slopes.
SC-10	Temporary Drain Inlet Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
ALTERNATIVE SEDEMENT CONTROL BMPs USED ⁽³⁾						
<input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

- (1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
- (2) Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
- (3) Use of alternative BMPs will require written approval by the Resident Engineer

SC-1 silt fence will be provided to intercept and slow the flow of sediment runoff down slope of exposed soil areas
 SC-5- Fiber rolls will be placed along the toe, top, face and a grade breaks of exposed and erodible slopes to shorten slope length and spread runoff as sheet flow.
 SC-7- Visible sediment tracking shall be swept and or vacuumed daily.
 SC-10- Inlet protection will be provided at each storm drain inlet, to filter sediment-laden runoff to allow sediment to settle and to filter sediment prior to discharge into storm drainage system.

BMP's, such as installing gravel bag check dams in the gutter upstream of the drain to slow the velocity of runoff and pre-filterer before reaching the drain. If no ponding hazard exists, block and gravel inlet filters and compost sock filters, which allow for moderate flow-through (certain types of compost socks also filter metals and oil/grease) are recommended.

30.2.3 Tracking Control BMPs

The following tracking control BMP implementation table indicates the BMPs that shall be implemented to reduce sediment tracking from the construction site onto private or public roads. Implementation and locations of tracking control BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

TEMPORARY TRACKING CONTROL BMPs						
CONSTRUCTION BMP ID NO.(1)	BMP NAME	CONTRACT MIN REQUIREMENT(2)	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
SC-7	Street Sweeping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
TC-1	Temporary Construction Entrance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
TC-2	Stabilization Construction Roadway	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	

TC-3	Temporary Entrance / Outlet Tire Wash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - TC-1 with corrugated steel panel to be used instead.
ALTERNATIVE TRACKING CONTROL BMPs USED⁽³⁾						
<input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

- (1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
- (2) Minimum requirements are based on the required contract plans and specifications. Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the WPCP Preparer or WPC Manager.
- (3) Use of alternative BMPs will require written approval by the Resident Engineer

SC-7 Visible sediment tracking shall be swept and / or vacuumed daily

TC-1- Construction access will be defined by a point of entrance/exit to the construction site, this will reduce the tracking of mud and dirt onto public roads.

TC-2- Construction roadways should be determined by contractor to control dust and erosion created by vehicular tracking.

Gravel bags and fiber rolls should be stacked if necessary to capture the appropriate volume of material or storm water and they should be turned upslope at the ends to ensure runoff does not flow around BMP.

30.2.4 Wind Erosion Control BMPs

The following wind erosion control BMP implementation table indicates the BMPs that shall be implemented to control wind erosion on the construction site. Implementation and locations of wind erosion control BMPs are shown on the WPCDs in Attachment A and/or described in this section. The following list of BMPs and narrative explain how the selected BMPs shall be incorporated into the project.

TEMPORARY WIND EROSION CONTROL BMPs						
CONSTRUCTION BMP ID NO. ⁽¹⁾	BMP NAME	CONTRACT MIN REQUIRE-MENT ⁽²⁾	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
WE-1	Wind Erosion Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
TC-1	Temporary Construction Entrance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
TC-2	Stabilization Construction Roadway	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
---	All Soil Stabilization Measures included in Section 30.2.1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
ALTERNATIVE WIND EROSION CONTROL BMPs USED⁽³⁾						
<input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

(1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.

(2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the contractor and approved by the Resident Engineer.

(3) Use of Alternative BMPs will require written approval by the Resident Engineer.

WE-1- Water will be applied to dust palliatives as necessary to prevent or alleviate erosion by the force of wind.

TC-1 Construction access will be defined by a point of entrance/exit to the construction site, this will reduce the tracking of mud and dirt onto public roads

TC-2-Construction roadways should be determined by contractor to control dust and erosion created by vehicular tracking

Ensure a water truck is available while construction activities are being performed, especially when soil and stockpiled material is being handled. Spray exposed soils with water or soil binder via water truck. Ensure construction materials are not discharged through the air. Do not perform activities that may discharge particulates on winds days.

30.3 Construction Site Management

30.3.1 Non-Stormwater Management BMPs

The following BMP implementation table indicates the BMPs that have been selected to control non-stormwater pollution on the construction site. Implementation and locations of non-stormwater control BMPs are shown on the WPCDs in Attachment A and described in this section. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP.

Construction Site Management Non-Stormwater Pollution Control BMPs						
CONSTRUCTION BMP ID NO. ⁽¹⁾	BMP NAME	CONTRACT MIN REQUIREMENT ⁽²⁾	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
NS-1	Water Control and Conservation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-2	Dewatering (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - not in the scope of the project
NS-3	Paving, Sealing, Sawcutting, and Grinding Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-4	Temp Stream Crossing (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A-No active stream/waterway within vicinities
NS-5	Clear Water Diversion (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no water diversion required

NS-6	Illegal Connection and Illegal Discharge Detection Reporting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-7	Potable Water / Irrigation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-8	Vehicle and Equipment Cleaning	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-9	Vehicle and Equipment Fueling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-10	Vehicle and Equipment Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
NS-11	Pipe Driving Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - not in the scope of the project
NS-12	Concrete Curing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no chemical additives will be used to cure concrete
NS-13	Material and Equipment Used Over Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no material and equipment will be used over bodies of water
NS-14	Concrete Finishing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - not in the scope of the project
NS-15	Structure Demolition / Removal Over or Adjacent to Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - not in the scope of project
ALTERNATIVE NON-STORMWATER POLLUTION CONTROL BMPs USED ⁽⁴⁾						
<input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

- (1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
- (2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be determined by the contractor and approved by the Resident Engineer.
- (3) The BMPs listed above are incidental and do not include operations included as separated line items in the contract.
- (4) Use of alternative BMPs will require written approval by the Resident Engineer

NS-1- Construction water used is metered, the resident engineer will monitor construction water use to limit construction runoff on site and near Caltrans ROW.

NS-3-Paving, sealing, saw-cutting, and grinding operations: The contractor will minimize the amount of water use during saw-cutting, and concrete waste will be disposed properly

NS-6- Contractor to report to City of San Diego Resident Engineer if it is determined that any illegal connecting/discharging is done on site and/or near Caltrans ROW

The WPCP (WATER MANAGEMENT POLLUTION CONTROL BMP's) shall include pollution control measures and associated locations for equipment maintenance, fueling, concrete washouts and storage. BMP's, such as installing gravel bag check dams in the gutter upstream of the drain to slow the velocity of runoff and pre-filter before reaching the drain. If no ponding hazard exists, block and gravel inlet filters and compost the stock filters, which allow for moderate runoff flow-through (certain types of compost stocks may also filter metals and oil/grease) are recommended.

30.3.2 Waste Management and Materials Pollution Control BMPs

The following BMP implementation table indicates the BMPs that have been selected to control pollutants from construction site wastes and materials. Implementation and locations of materials handling and waste management BMPs are shown on the WPCDs in Attachment A. Any additional BMP detail drawings necessary to convey site specific BMP configurations can also be found in Attachment A of this WPCP. The following list of BMPs and narrative explain how the selected BMPs will be incorporated into the project.

Construction Site Management Waste Management and Materials Pollution Control BMPs						
CONSTRUCTION BMP ID NO. ⁽¹⁾	BMP NAME	CONTRACT MIN REQUIRE- MENT ⁽²⁾	CONTRACT BID ITEM	BMP USED		IF A CONTRACT MINIMUM REQUIREMENT BUT NOT USED, STATE REASON
				Yes	No	
WM-1	Material Delivery and Storage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-2	Material Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-3	Stockpile Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-4	Spill Prevention and Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-5	Solid Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-6	Hazard Waste Management (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A no hazardous waste anticipated in area
WM-7	Contaminated Soil Management (3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	N/A - no contaminated soils anticipated in this area
WM-8 managed	Concrete Waste Management	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-8 temporary	Temporary Concrete Washout Facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="radio"/>	<input checked="" type="radio"/>	
WM-8 portable	Temporary Concrete Washout (Portable)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
WM-9	Sanitary/Septic Waste Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	

WM-10	Liquid Waste Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="radio"/>	<input type="radio"/>	
ALTERNATIVE WASTE MANAGEMENT AND MATERIALS POLLUTION CONTROL BMPs USED (4) <input type="radio"/> Yes <input checked="" type="radio"/> No						

Notes:

- (1) The BMP designations (SS-1, SC-3, etc.) are solely for maintaining continuity with existing Caltrans documents and are not provided to imply that the Construction Site Best Management Practices (BMPs) Reference Manual is a required contract document.
- (2) Not all minimum requirements may be applicable to every project. Applicability to a specific project shall be verified by the contractor and approved by the Resident Engineer.
- (3) The BMPs listed above are incidental and do not include operations included as separated line items in the contract.
- (4) Use of alternative BMPs will require written approval by the Resident Engineer.

WM-1- Resident Engineer and contractor should have proper training on the delivery and storage of materials.

WM-2- Material Safety Data Sheets (MSDS) shall be supplied to the Resident Engineer for all materials

WM-3- Stockpiles will be located at a minimum of 50 ft way from any flow of storm water, drainage courses and inlets

WM-4- In the event of a spill during construction, the contractor is specified to provide a plan of action

WM-5- The contractor will dispose construction debris during the removal and installation of all sewer materials under this project

WM-8- Excess concrete and concrete waste will be removed by the contractor, from the site/area surrounding and/or near Caltrans ROW

WM-9- All construction personnel should have proper training on sanitary/septic waste storage and disposal procedures

WM-10- Special instructions will be provided to all construction personnel, that is is unacceptable for any liquid waste to enter any storm drainage structure, waterway, or receiving water.

The minimum Waste Management Goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, dirt, metal, glass etc) and 50% of the remaining project waste. The contractor shall provide appropriate documentation, including a Waste Management Plan (WMP) and evidence of recycling and reuse of material. BMP's, such as installing gravel bag check dams in the gutter upstream of the drain to slow the velocity of runoff and pre-filter before reaching the drain. If no ponding hazard exists, block and gravel inlet filters and compost the stock filters, which allow for moderate runoff flow-through (certain types of compost stocks may also filter metals and oil/grease) are recommended.

30.4 Water Pollution Control Drawings (WPCDs)

The Water Pollution Control Drawings (WPCDs) show the necessary BMPs by project phase/stage for the project to be in compliance with water pollution control requirements. The WPCDs provide field staff with the information on where to install BMPs so that they are effective. The WPCDs and Water Pollution Control Schedule provide the necessary tools for a contractor to plan and implement BMPs to meet the requirements of the project WPCP.

The WPCD cover sheet(s) shall include a listing of the BMPs that will be used along with the associated BMP symbols used on the WPCDs.

WPCDs are provided for all areas that are directly related to the construction activity, including but not limited to staging areas, storage yards, material borrow areas and storage areas, access roads, etc., whether or not they reside within the Caltrans rights-of-way.

The WPCDs shall show the construction project site in detail, including:

- construction site perimeter
- geographic features within or immediately adjacent to the site, including surface waters such as lakes, streams, springs, wetlands, estuaries, ponds, and the ocean
- site topography before and after construction, including roads, paved areas, buildings, slopes, drainage facilities, and areas of known or suspected contamination
- permanent (post-construction) BMPs

The WPCDs shall show the following site information:

- discharge points from the project to offsite storm drain systems or receiving waters
- tributary areas and drainage patterns across the project area (show using flow arrows) into each onsite stormwater inlet or receiving water
- tributary areas and drainage patterns to each onsite stormwater inlet, receiving water or discharge point
- offsite tributary drainage areas that generate run-on to the project
- temporary onsite drainage(s) to carry concentrated flows
- drainage patterns and slopes anticipated after major grading activities are completed
- outline of all areas of existing vegetation, soil cover, or native vegetation that will remain undisturbed during the project
- outline of all areas of planned soil disturbance (disturbed soil areas, DSAs)
- known location(s) of contaminated or hazardous soils
- any potential non-stormwater discharges and activities, such as dewatering operations, concrete saw-cutting or coring, pressure washing, waterline flushing, diversions, cofferdams, and vehicle and equipment cleaning. If operations can't be located on the WPCDs, a narrative description is provided.

The WPCDs show proposed locations of all construction site BMPs. Additional detail drawings are provided if necessary to convey site-specific BMP configurations. The WPCDs shall show construction site BMPs including the following:

- temporary soil stabilization and temporary sediment control BMPs that will be used during construction. Any temporary onsite drainage(s) to carry concentrated flows, BMPs implemented to divert offsite drainage around or through the construction site, and BMPs that protect stormwater inlets
- construction entrances used for site ingress and egress entrance and exit points and any proposed temporary construction roads
- BMPs to mitigate or eliminate non-stormwater discharges
- BMPs for waste management and materials pollution control, including, but not limited to storage of soil or waste; construction material loading, unloading, storage and access areas; and areas designated for waste handling and disposal

- BMPs for vehicle and equipment storage, fueling, maintenance, and cleaning

TBD

The WPCDs are included as Attachment A to this WPCP.

30.5 Water Pollution Control Schedule

The Water Pollution Control Schedule (WPCS) is the component of the project WPCP that shows the timeline for when BMPs will be installed so that the project is in compliance with water pollution control requirements. The WPCS provides field staff with the information necessary to plan for adequate materials and crews to install BMPs at the right time so that they are effective. The Water Pollution Control Schedule and Water Pollution Control Drawings provide the necessary tools for a contractor to plan and implement BMPs to meet the requirements of the project WPCP.

The WPCS shall contain an adequate level of detail to show major activities sequenced with implementation of construction site BMPs, including:

- project start and finish dates, including each stage of the project
- WPCP review and acceptance
- mobilization dates
- mass clearing and grubbing/roadside clearing dates
- major grading/excavation dates
- dates named in other permits such as Fish and Game and Army Corps of Engineers Permits

The WPCS shall show implementation dates by location for deployment of:

- temporary soil stabilization BMPs
- temporary sediment control BMPs
- wind erosion control BMPs
- tracking control BMPs
- non-stormwater BMPs
- waste management and materials pollution control BMPs

The WPCS shall include:

- paving, saw-cutting, and any other pavement related operations
- major planned stockpiling operations
- dates for other significant long-term operations or activities that may cause non-stormwater discharges such as dewatering, grinding, etc.
- final stabilization activities for each disturbed soil area of the project

The WPCS when updated shall be filed in WPCP File Category 20.03 Water Pollution Control Schedule Updates.

TBD

The WPCS is included as Attachment B to this WPCP.

SECTION 40

WPCP Implementation

40.1 Water Pollution Control Manager Responsibilities

The Water Pollution Control Manager (WPC Manager) shall have primary responsibility and authority to implement the WPCP. The WPC Manager is responsible for WPCP implementation and amending the WPCP when any of the conditions specified in Section 10 are met. The Contractor has assigned authority to the WPC Manager to mobilize crews and subcontractors as necessary for WPCP compliance. The WPC Manager will be available at all times throughout duration of the project.

Duties of the contractor's WPC Manager include but are not limited to:

- ensuring compliance with the WPCP
- implementing all elements of the WPCP and contract specifications, including but not limited to implementing:
 - prompt and effective erosion and sediment control measures
 - non-stormwater management, and materials and waste management activities such as: monitoring discharges (dewatering, diversion devices); general site clean-up; vehicle and equipment cleaning, fueling and maintenance; spill control; ensuring that no materials other than stormwater are discharged in quantities, which will have an adverse effect on receiving waters or storm drain systems, etc.
- overseeing and ensuring that the following site inspections and visual monitoring is conducted:
 - daily required BMP inspections
 - weekly routine stormwater site BMP inspections
 - quarterly non-stormwater site inspections
 - pre-storm inspections for forecasted storm events
 - daily inspections during forecasted storm events
 - post-storm inspections for qualified rain events that produce project site runoff
- monitoring NWS Forecast Office forecasts for both storm events and qualified rain events; these events are defined as follows:
 - a forecasted storm event is defined as a 50% or greater likelihood that 0.10 inches or more of precipitation will fall within a 24-hour period
 - a qualifying rain event is defined as a rain event that may produce or has produced ½ inch or more of precipitation
- preparing Amendments to the WPCP when required
- ensuring elimination of all unauthorized discharges
- mobilizing crews in order to make immediate repairs to the control measures

- coordinating with the Resident Engineer to assure all of the necessary corrections/repairs are made immediately, and that the project complies with the WPCP and approved plans at all times
- preparing and submitting Notices of Discharge Reports
- preparing and submitting Illicit Connections or Illegal Discharge Reports

40.2 Weather Forecast Monitoring

The Water Pollution Control Manger (WPC Manager) shall have primary responsibility to monitor the National Weather Service Forecast Office for forecasted precipitation based on project site location. Precipitation forecast information shall be obtained from the National Weather service Forecast Office available at:

<http://www.srh.noaa.gov/>

The project site location to be used for obtaining forecast from National Weather Forecast Office website is TBD

The WPC Manager shall monitor the weather forecast on a daily basis for predicted precipitation within the following 96 hours. The WPC Manager shall monitor the forecast for the next 24, 48, 72 and 96 hours to determine if the forecast for precipitation is 50 percent or greater for any 6-hour period. If the forecast for precipitation is 50 percent or greater, the WPC Manager shall calculate the amount of precipitation forecasted for each 24-hour period and the total precipitation for the forecasted storm event and record the information.

When there is a forecasted fifty percent (50%) or greater chance of likely precipitation of 0.10 inch” or more then a pre-storm stormwater site inspection is required and the WPC Manager shall ensure that the site is prepared for the forecasted storm event. Site preparation for a forecasted storm event shall include, but is not limited to, the installation of soil stabilization and sediment best management practices on active disturbed soil areas and stockpiles.

Documentation of weather forecast monitoring shall be recorded on CEM-2040 Weather forecast monitoring log form, in Appendix E. the weather monitoring logs shall be filled in WPCP file category 20:40: Wether Monitering Logs.

40.3 Best Management Practices Status Report

The Water Pollution Control Manger (WPC Manager) shall prepare a weekly status report of the water pollution control best management practies installed on the project site and best management practices that will be deployed the following week. Because the WPCP and WPCDs are based on the entire project site and all construction activities, the weekly BMP status report should be a “snapshot” of what best management practices could be expected to be seen on the project site that week. The weekly status report will be used by stormwater inspectors and contractor pesonnel to ensure WPCP compliance.

The weekly status report will be used to ensure that weekly training meetings cover BMPs that are required for work activities during the week. The weekly status report will be provided to regulatory agency staff who visit the project site to indicate which BMPs should be in place and which are scheudeled to be implemented during the week.

The weekly status of stormwater BMPs will be documented on CEM-2034 Stormwater Best Management Practices Status Report form, in Appendix F. Completed weekly status reports shall be submitted to the RE 48 hours prior to the beginning of the work week. Copies of the completed reports will be kept in WPCP File Category 20.34: Best Management Practices Weekly Status Reports..

40.4 Stormwater Site Inspections and Site Visual Monitoring

Stormwater site inspections and visual monitoring are necessary to ensure that the project is in compliance with WPCP.

40.5 Stormwater Site Inspections

Project site inspections of stormwater BMPs are conducted to identify and record:

- that BMPs are properly installed
- what BMPs need maintenance to operate effectively
- what BMPs have failed
- what BMPs could fail to operate as intended

Routine stormwater site inspections shall be conducted by the Contractor's WPC Manager or other 24-hour trained staff at the following minimum frequencies:

- daily for required BMPs
- weekly
- daily for projects within the Lake Tahoe Hydrologic Unit.

Stormwater site inspections will be documented on CEM-2030 Stormwater Site Inspection Report in Appendix G. Completed inspection reports shall be submitted to the RE within 24 hours of inspection. Copies of the completed reports will be kept in WPCP File Category 20.31: Contractor Stormwater Site Inspection Reports.

Deficiencies identified in site inspection reports and correction of deficiencies will be tracked on CEM-2035 Stormwater Site Inspection Report Corrective Actions Summary, in Appendix H. Corrections summaries shall be submitted to the RE when corrections are completed but must be submitted within 5 days of a site inspection. Copies of the completed correction summary reports shall be attached to the corresponding Stormwater Site Inspection Report and shall be kept in WPCP File Category 20.31: Contractor Stormwater Site Inspection Reports.

40.6 Site Visual Monitoring

Stormwater site visual monitoring inspections shall be conducted at the following minimum frequencies:

- Prior to a forecasted storm event
- At 24-hour intervals during extended forecasted storm events
- Post qualifying rain event that generated site runoff
- Quarterly for non-stormwater discharges

Site visual monitoring inspections for non-stormwater discharges will be conducted once during each of the following periods: January-March, April-June, July-September, and October-December.

If visual monitoring of the site is unsafe because of dangerous weather conditions, such as flooding and electrical storms, the stormwater site inspector shall document the reason for the exception. Documentation that the site visual monitoring inspection could not be performed shall be filed in WPCP File Category 20.33: Site Visual Monitoring Inspection Reports.

40.6.1 Visual Monitoring Prior To a Forecasted Storm Event

Visual monitoring of the project site is required when the forecast for precipitation is greater than 50 percent within the next 24, 48, 72, or 96 hours and the amount of precipitation forecasted for any 24-hour period during the forecasted storm event is 0.10 inch or greater. Site visual monitoring for precipitation events shall be conducted within 48 hours prior to a forecasted storm event. The pre-storm site visual monitoring inspection shall visual observe:

- all stormwater drainage areas to identify any spills, leaks, or uncontrolled pollutant sources
- any stormwater storage and containment areas to detect leaks and ensure maintenance of adequate freeboard
- all BMPs for proper installation and adequate maintenance

Observations of the site and any recommended corrective actions will be documented on CEM-2030 Stormwater Site Inspection Report. Any photographs used to document observations will be referenced on stormwater site inspection report.

40.6.2 Visual Monitoring During Extended Forecasted Storm Event

Stormwater visual monitoring site inspections shall be conducted at least once each 24-hour period during extended forecasted storm events. The during storm site visual monitoring inspection shall visual observe:

- stormwater discharges at all discharge locations
- any stored or contained stormwater that is derived from and discharged subsequent to the forecasted storm event. Stored or contained stormwater that will likely discharge after working hours due to anticipated precipitation shall be observed prior to the discharge during working hours.

Stormwater discharges and stored or contained stormwater will be observed for the presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

A during forecasted storm event visual monitoring site inspection will include observation of all site BMPs for:

- proper installation
- maintenance
- failure
- BMPs that could fail to operate as intended
- effectiveness so that design changes can be implemented as soon as feasible

Observations of the site and any recommended corrective actions will be documented on CEM-2030 Stormwater Site Inspection Report. Any photographs used to document observations will be referenced on stormwater site inspection report.

Required corrective actions will be initiated within 72 hours after they are identified and completed as soon as possible.

40.6.3 Visual Monitoring Within 48 Hours After A Qualifying Rain Event Generating Site Runoff

Site visual monitoring post precipitation events shall be conducted within 48 hours of any qualifying rain event that causes site runoff. The post-storm site visual monitoring inspection shall visual observe:

- Stormwater discharges at all discharge locations
- Any stored or contained stormwater that is derived from and discharged subsequent to the qualifying rain event. Stored or contained stormwater that will likely discharge after working hours due to anticipated precipitation shall be observed prior to the discharge during working hours.

Stormwater discharges and stored or contained stormwater will be observed for the presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

Post qualifying rain event stormwater visual monitoring site inspection will include observation of all site BMPs for:

- proper installation
- maintenance
- failure
- BMPs that could fail to operate as intended
- effectiveness so that design changes can be implemented as soon as feasible

Observations of the site and any recommended corrective actions will be documented on fCEM-2030 Stormwater Site Inspection Report. Any photographs used to document observations will be referenced on stormwater site inspection report.

Any corrective actions will be completed as soon as possible but if BMPs require design changes the implementation of changes will begin within 72 hours of identification and the changes will be completed as soon as possible.

40.6.4 Visual Monitoring Non-Stormwater Discharges

Visual monitoring and observations for non-stormwater discharges will be conducted for the presence or indications of prior unauthorized and authorized non-stormwater discharges and their sources. The presence or absence of non-stormwater discharges based on site observations will be documented on CEM-2030 Stormwater Site Inspection Report. Documentation of observed non-stormwater discharges will include presence or absence of floating and suspended materials, sheen on the surface, discolorations, turbidity, odors, and source(s) of any observed pollutants.

Observations of the site and the response taken to eliminate any unauthorized non-stormwater discharges and to reduce or prevent pollutants from contacting non-stormwater discharges shall be documented on CEM-2030 Stormwater Site Inspection Report. Any photographs used to document observations will be referenced on stormwater site inspection report.

If a discharge or evidence of a prior discharge is discovered, reporting will comply with the requirements in Section 50-2 Discharge Reporting Requirements.

If an illicit connection or illegal discharge is discovered, reporting will comply with the requirements in Section 50-4 Illicit Connection/Illegal Discharge Reporting.

40.6.5 Visual Monitoring Documentation, Follow-up and Tracking Procedures

Site visual monitoring site inspections will be documented on CEM-2030 Stormwater Site Inspection Report, in Appendix G. Completed inspection reports shall be submitted to the Resident Engineer within 24 hours of inspection. Copies of the completed reports will be kept in WPCP File Category 20.33: Site Visual Monitoring Inspection Reports.

For deficiencies identified by site visual monitoring inspections the required repairs or maintenance of BMPs shall begin and be completed as soon as possible. For deficiencies identified by visual site inspections that require design changes, including additional BMPs, the implementation of changes will begin within 72 hours of identification and be completed as soon as possible. When design changes to BMPs are required the WPCP shall be amended, including Water Pollution Control Drawings.

Deficiencies identified in site visual monitoring inspection reports and correction of deficiencies will be tracked on CEM-2035 Stormwater Site Inspection Report Corrective Actions Summary, in Appendix H. Corrections summaries shall be submitted to the RE when corrections are completed and must be submitted within 5 days of the site inspection.

Completed CEM-2035 Stormwater Site Inspection Report Corrective Actions Summary forms shall be filed in WPCP File Category 20.35: Corrective Actions Summary. A copy of the completed CEM-2035 Stormwater Site Inspection Report Corrective Actions Summary form will also be attached to the corresponding visual monitoring inspection report and shall be kept in the WPCP File Category 20.33.

SECTION 50

WPCP Reporting Requirements

50.1 Record Keeping

To manage the various documents required to by the WPCP and to provide easy access to the documents the following WPCP file categories will be used to file WPCP compliance documents:

- File Category 20.01 Water Pollution Control Program (WPCP)
- File Category 20.03 Water Pollution Control Schedule Updates
- File Category 20.10 Correspondence
- File Category 20.23 Stormwater Training Documentation
- File Category 20.31 Contractor Stormwater Site Inspection Reports
- File Category 20.33 Site Visual Monitoring Inspection Reports
- File Category 20.34 Best Management Practices Weekly Status Report
- File Category 20.40 Weather Monitoring Logs
- File Category 20.61 Notice of Discharge Reports

Records shall be retained for a minimum of three years for the following items:

- Accepted WPCP and Amendments
- Stormwater Site Inspection Reports
- Site Inspection Report CorrectiveActions Summary
- Notice of Discharge Reports

50.2 Discharge Reporting

If a discharge or evidence of a prior discharge is discovered by the contractor, the contractor shall notify the Resident Engineer within 6 hours of the discharge event or discovery, and will file a written report to the Resident Engineer within 48 hours of the discharge event or discovery of evidence of a prior discharge. The written report to the Resident Engineer will contain the following items:

- the date, time, location, and type of unauthorized discharge
- nature of operation that caused the discharge
- initial assessment of any impacts caused by the discharge
- the BMPs deployed before the discharge event
- the date of deployment and type of BMPs deployed after the discharge event, including additional measures installed or planned to reduce or prevent re-occurrence

- steps taken or planned to reduce, eliminate and/or prevent recurrence of the discharge

Reporting of discharges shall be documented on CEM-2061 Notice of Discharge Report, in Appendix I. Completed CEM-2061 Notice of Discharge Report shall be submitted to the Resident Engineer within 24 hours of discharge event or discovery of evidence of a prior discharge. Copies of the CEM-2061 Notice of Discharge Report will be kept in WPCP File Category 20.61: Notice of Discharge Reports.

50.3 Regulatory Agency Notice or Order Reporting

If the project receives a written notice or order from any regulatory agency, the contractor will notify the Resident Engineer within 6 hours of receiving the notice or order and will file a written report to the Resident Engineer within 48 hours of receiving the notice, or order. Corrective measures will be implemented immediately following the notice or order.

The report to the Resident Engineer will contain the following items:

- date, time, location, and cause or nature of the notice or order
- BMPs deployed prior to receiving notice or order
- date of deployment and type of BMPs deployed after receiving the notice or order, including additional BMPs installed or planned to reduce or prevent re-occurrence
- an implementation and maintenance schedule for any affected BMPs

50.4 Illicit Connection/Illegal Discharge Reporting

If the contractor discovers an illicit connection to a storm drain system or any pipe discharging on to the project site not shown on the project plans the contractor shall notify the Engineer within 6 hours of the discovery and will file a written report to the Engineer within 48 hours of the discovery.

If the contractor discovers any illegal discharge including illegal dumping of material on the project site the contractor shall immediately notify the Engineer and will file a written report to the Engineer within 3 days of discovery.

The report to the Engineer will contain the following items:

- date, time, and location of the discovery
- details of the illicit connection or illegal discharge, including any photographs taken
- any actions taken to contain illegal discharge
- any sampling and testing to determine material dumped or discharged

Attachment A

Water Pollution Control Drawings



ATTACHMENT 'A'

7-8 PROJECT SITE MAINTENANCE:

7-8.6 Water Pollution Control: Add The Following. The Contractor shall comply with all applicable standards, rules regulations, orders and requirements issued under Section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, the San Diego Municipal Code and all applicable federal, state and City standards, rules, regulations, orders and requirements. The following is a list of definitions used in this section:

Clean Water Act (CWA): The Federal Water Pollution Control Act enacted in 1972 by Public Law 92-500 and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless said discharge is in accordance with an NPDES permit. The 1987 amendments include guidelines for regulating municipal, industrial, and construction storm water discharges under the NPDES program.

National Pollutant Discharge Elimination System (NPDES): The Environmental Protection Agency's (EPA) program to control the discharge of pollutants to waters of the United States. NPDES is a part of the federal CWA, which requires point and non-point source discharges to obtain permits. These permits are referred to as NPDES permits.

Best Management Practice (BMP): (1) A method that is implemented to protect water quality and reduce the potential for pollution associated with storm water runoff and construction activities, (2) any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces pollution.

Maximum Extent Practicable (MEP): The technology-based standard established by Congress in the Clean Water Act 402(p)(3)(B)(iii) that municipal discharges of urban runoff must meet. MEP generally emphasizes pollution prevention and source control BMP's primarily (as the first line of defense) in combination with treatment methods serving as a backup (additional lines of defense).

Small Linear Underground/Overhead Construction Project Permit (Small LUP): The Waster Discharge Requirements for Discharges of Storm Water Runoff Associated with Small Linear Underground/Overhead Construction Projects, General Permit No CAS00005 that regulates storm water discharges from Small LUP and includes, but are not limited to, any conveyance, pipe, or pipeline for the transportation an any gaseous, liquid, liquescent or slurry substance and/or transmission of electrical energy and associated ancillary facilities. The Small LUP regulates construction activities associated with these projects.

Tier I Storm Water Pollution Prevention Plan (Tier I SWPPP): A document required by the State General Construction Permit for storm water discharges associated with construction activity from small linear underground/overhead projects (www.waterboards.ca.gov/stormwtr/linear_const.html). The document includes site map(s), an identification of construction and Contractor activities that could potentially cause pollutant discharges in the storm water, a plan on the methods and a description of measures or practices to control these pollutants. A TIER I SWPPP is required for linear sites with between one and five acres of impact, where greater than 70% of construction activity is within paved areas.

Linear Construction Activity Notification (LCAN): A Notification form to be filed with the Regional Water Quality Control Board (RWQCB) which details SLUP project information including when a SLUP project will be constructed. This form should be filed prior to construction.

Linear Construction Termination Notification (LCTN): A Notification form to be filed with RWQCB which details that the construction for SLUP project (previously notified with a LCAN) will be or has been terminated.

Weather Triggered Action Plan (WTAP): A written plan that shall be deployed with standby BMP's as needed to protect the exposed portions of the site within 24 hours of prediction of a storm event (a predicted storm event is defined as a forecasted, 40% or greater chance of rain).

Qualified Contact Person (QCP): The QCP shall be trained and competent in the use of BMP's and shall be on site daily to evaluate the conditions of the site with respect to storm water pollution prevention.

Add: 7-8.6.1 Site Management. The Contractor shall prepare the Tier I SWPPP based on the Tier I SWPPP template available at www.waterboards.ca.gov/stormwtr/linear_const.html. The Tier I SWPPP shall also include a site specific Sampling and Analysis Program in accordance with the requirements set forth in the Small LUP Permit. The Contractor shall submit the Tier I SWPPP to the City for review at the preconstruction meeting. The Contractor shall revise the Tier I SWPPP to the satisfaction of the City, file one copy of the completed Tier I SWPPP with the City, and maintain the Tier I SWPPP at the construction site. The Contractor shall implement and update the Tier I SWPPP when necessary to match site conditions, monitor the construction site, and maintain BMP's in effective working condition. The project is required to have filed a LCAN prior to start on any construction activities.

The CONTRACTOR shall do the following:

- A. Designate a QCP that shall be responsible for the implementation, maintenance and improvement of the BMP's and Tier I SWPPP. The QCP shall be trained and competent in the use of BMP's and shall be on site daily to evaluate the conditions of the site with respect to storm water pollution prevention.

The QCP shall be responsible for monitoring the weather and implementation of any emergency plans that shall be activated when there is a 40% or greater chance of rain. The weather shall be monitored with the National Weather Service at www.nws.noaa.gov on a 5-day forecast plan.

The QCP shall be responsible for overseeing any site grading and construction operations, and for evaluating the effectiveness of the BMP's. The QCP shall ensure the modification of the BMP's as necessary to keep the site in compliance and to ensure adequate, routine maintenance of the BMP's.

- B. Educate all Subcontractors and employees about storm water pollution prevention measures required during construction activities to prevent the impact of construction discharges to the storm water conveyance system. Education requirements shall be in accordance with The Waste Discharge Requirements for Discharge of Urban Runoff from the Municipal Storm Sewer System, General Permit No. CAS000002 and No. CAS0108758. The

Contractor shall ensure that all personnel are trained in basic storm water construction management. A log of the trained staff and the educational materials shall be kept in the Tier I SWPPP file and available upon request by the Resident Engineer.

- C. Protect all new and existing storm water conveyance systems from sedimentation, concrete rinse, or other construction related debris and discharges with the appropriate BMP's that are acceptable to the Resident Engineer and as indicated in the Tier I SWPPP.
- D. Indicate in the Tier I SWPPP the locations of BMP's (i.e., concrete wash out, vehicle maintenance, staging and storage area protection, etc.) to be implemented. The Contractor shall ensure that these areas will be utilized properly and maintained regularly.
- E. Ensure that all waste and debris generated during the period of construction is contained within the storage/staging area. No dust, oil, or contaminated run-off shall be allowed out of the staging/storage area. Perimeter and run-off control measures shall be installed around the staging/storage area. The entrance to the construction staging/storage area shall have stabilized gravel entrances/roadways, metal pans to loosen dirt from tires, or the like, to reduce tracking and create a sediment barrier between the storage/staging area and the roadway.
- F. Inspect and document monthly at a minimum or as directed by the Resident Engineer, all BMP's during the **dry season, May 1 through September 30**. Inspect and document weekly, at a minimum or as directed by the RE, all BMP's during the **rainy season October 1 through April 30**. The Contractor shall include documentation in the SWPPP that BMP's were inspected at the intervals required and shall update and maintain this documentation for the duration of the project. The SWPPP and the updates shall be available to the Resident Engineer upon request.
- G. Conduct visual inspections daily and maintain all BMP's as needed and before, during and after every rain event and every 24 hours at a minimum during any prolonged rain event. The Contractor shall maintain and repair all BMP's as soon as possible as safety allows.
- H. Return the land areas disturbed during construction to the pre-construction, or equivalent protection, at the end of each workday to eliminate or minimize erosion and the possibility for discharge of sediment or other pollutants during a rain event.
- I. If a non-storm water discharge leaves the project site, the Contractor shall immediately stop the activity and repair the damages. The Contractor shall immediately notify the Resident Engineer of the discharge. As soon as practical, any and all waste material, sediment and debris from each non storm water discharge shall be removed from the storm drain conveyance system and properly disposed of by the Contractor at no cost to the City.

All work, materials, labor, costs and time associated with the above requirements as described under this Section 7-8.6.1 shall be included in the project Bid items when no specific Bid item is provided in the Bid schedule.

Add: 7-8.6.2 Performance Standards. The Contractor shall be responsible for implementing all storm water pollution control measures based on performance standards. Performance standards shall include:

- A. Non-storm water discharges from the site shall not occur to the MEP. All storm water discharges shall be free of pollutants including sediment to the MEP.
- B. Erosion shall be controlled by acceptable BMP's. If rills and gullies appear they shall be repaired and additional BMP's installed to prevent a reoccurrence of erosion.
- C. An inactive site must be protected to prevent pollutant discharges. A site or portions of a site, shall be considered inactive when construction activities have ceased for a period of seven (7) or more consecutive calendar days.
- D. Good housekeeping BMP's shall be implemented and maintained at all times during construction. The Contractor is responsible for the clean-up of debris, concrete waste, sweeping, and dust control. Construction debris and waste shall be contained and disposed of properly. Access locations shall be kept clean and swept daily or more often as needed to assure no sediment leaves the construction site. The surrounding public streets shall be kept clean and swept daily and as needed to keep sediment out of the storm drain conveyance system.
- E. The Contractor shall defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees, from and against all claims asserted, or liability established for damages, obligations, penalties, fines, actions (including remedial or enforcement actions of any kind and administrative or judicial proceedings, orders, or judgments), and costs resulting from any violations, failure to implement, maintain, or follow Best Management Practices, and/or losses arising out of or resulting from discharge of storm water containing sediment or other pollutants from the Project to the waters of the City's Storm Water Conveyance System, State or United States in quantities or concentrations exceeding those which would have occurred in the pre-construction condition of the Project and/or the discharge of any other contaminants in storm water that cause or contribute to the excess of a water quality objective for the receiving water as established in the San Diego Municipal Storm Water Permit and Water Quality Control Plan for the San Diego Basin (9). The Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

The CONTRACTOR shall implement BMP's in accordance with the California Storm Water Quality Association (CASQA) handbooks (www.cabmphandbooks.org) and in accordance with the Small Linear Utility Permit for Construction Activities (www.swrcb.ca.gov/stormwtr/linear_const.html#lup). It is the Contractor's responsibility on both active and inactive sites to implement BMP's for all potential pollutant discharges.

Add: 7-8.6.2.1 Dry Season Requirements (May 1 Through September 30):

- A. Perimeter protection BMP's shall be installed and maintained to comply with the performance standards listed in section 7-8.6.2.
- B. Sediment control BMP's shall be installed and maintained to comply with the performance standards listed in section 7-8.6.2.

- C. Sediment tracking control BMP's shall be installed and maintained at site entrances and exits to comply with the performance standards listed in section 7-8.6.2.
- D. Standby BMP materials necessary to protect the site against erosion, to prevent sediment discharge, and to prevent non-storm water discharges shall be stored on site and readily accessible.
- E. The Contractor shall have an approved WTAP and have the ability to install standby BMP's to protect the site to the MEP within 24 hours of prediction of a storm event defined as a forecasted 40% or greater chance of rain. The Contractor shall provide proof of this capability that is acceptable to the RE upon request.
- F. The amount of exposed soil allowed at one time shall not exceed that which can be adequately protected by deploying standby erosion control and sediment control BMP's prior to a predicted storm event.

Add: 7-8.6.2.2 Rainy Season Requirements (October 1 Through April 30). In addition to the requirements listed under the Dry Season Requirements, the following shall be required during the rainy season:

- A. Erosion control BMP's shall be adequate to the MEP to provide protection for storm events, during the rainy season.
- B. Perimeter protection and sediment control BMP's shall be adequate to the MEP upgraded as necessary to provide sufficient protection for storms likely to occur during the rainy season.
- C. Physical or vegetation erosion control BMP's shall be installed and established for all completed construction areas prior to the start of the rainy season, and shall comply with the performance standards listed in section 7-8.6.2. These BMP's shall be maintained throughout the rainy season. If a BMP fails, it shall be repaired and improved, or replaced with an acceptable alternate as soon as safety allows.
- D. A disturbed area that is not being actively graded or excavated for seven (7) or more consecutive calendar days must be fully protected from erosion. The weather triggered action plan shall apply to inactive areas.

ADD: 7-8.6.2.7 STORAGE/ STAGING AREAS PROTECTION:

Storage / Staging areas shall be the responsibility of the Contractor. The staging/storage area shall be as close as possible to the project site, secured and screened fenced for the storage of material and equipment during the construction period. The Staging Area shall be located outside the MHPA or other biologically sensitive areas and obtained by the Contractor and submitted to the Engineer and Project Biologist for approval prior to the start of construction. The Contractor is responsible for obtaining any permits, leases, or any other items necessary to obtain staging areas. The contract lump sum price bid for storage/staging area and protection shall include full compensation for all costs associated with locating the site, securing necessary permits, complying with all local regulations. The cost of storage/staging areas shall be included in the various bid items if no specific bid item is provided in the bid schedule.

The Contractor shall be responsible for ensuring that all waste and debris generated during the period of construction is contained within the storage/staging area. No dust, oil, or contaminated run-off shall be allowed out of the staging/storage area. Perimeter and run-off control measures shall be installed around the staging/storage area. The entrance to the construction staging/storage area shall have stabilized gravel entrances/roadways, metal pans to loosen dirt from tires, or the like, to reduce tracking and create a sediment barrier between the storage/staging area and the roadway. The cost for storm water protection and control of storage/staging areas including the perimeter control, tracking, etc., as noted above shall be included in the lump sum bid item. The lump sum price shall cover all storage / staging area regardless of the number of locations.

Contractor to limit staging areas to described areas as identified in the Biological Technical report dated July 9, 2007.

No trash, oil dumping; storage of hazardous wastes or construction equipment/material; parking, fueling of equipment shall take place in the MHPA or other biologically sensitive areas. Using appropriate catch basins/devices, the contractor shall ensure the fueling of vehicles occurs only within designated staging areas.

Add: 7-8.6.3 Construction BMP's. It is the responsibility of the Contractor to select, install and maintain appropriate BMP's in accordance with these specifications. It is the Contractor's responsibility to ensure that the BMP's are operational and working properly. BMP's shall be installed in accordance with California Storm Water BMP handbooks (www.cabmphandbooks.org) and in accordance with the State General Permit for storm water discharges associated with construction activity from small linear underground/overhead projects (www.waterboards.ca.gov/stormwtr/linear_const.html).

All BMP measures shall be identified in the Tier I SWPPP. A cost breakdown for the lump sum BMP items shall be provided before the notice to proceed is issued. The Contractor shall submit deviations or modifications to Resident Engineer.

Add: 7-8.6.3.1 Erosion Control. The Contractor shall be responsible for selecting and maintaining erosion control BMP's for all construction activities for the duration of the project. Erosion control BMP's shall include the materials and measures to prevent pollutant discharges to the MEP from occurring. All work, materials, labor, costs, and time associated with erosion control BMP's shall be included in the lump sum price for erosion control for the project Bid schedule.

Add: 7-8.6.3.2 Sediment Control. Adequate sediment control is required for all construction activities that may generate pollutants. The Contractor shall be responsible for selecting and maintaining sediment control BMP's for the duration of the project. Sediment control BMP's shall include the materials and measures to prevent pollutant discharges to the MEP from occurring. All work, materials, labor, costs, and time associated with sediment control BMP's shall be included in the lump sum price for sediment control in the project Bid schedule.

Add: 7-8.6.3.3 Storm Drain Inlet Protection. The Contractor shall install and maintain Storm Drain Inlet Protection throughout construction and remove when the project is completed and there is no longer a potential to discharge pollutants.

The Contractor shall be responsible for preventing any flooding associated with storm drain inlet protection. The area around the inlet shall allow water to pond without flooding the traveled way, structures or private property. Any BMP's temporarily removed by the Contractor to alleviate flooding shall be replaced or modified immediately as safety allows.

The storm drain inlet sediment control measures shall not impede the safe flow of traffic. The storm drain inlet sediment control measures shall be of sufficient weight so as not to shift out of place, or shall be secured in place against movement.

Inlet sediment control measures shall be maintained daily or more often as needed. Maintaining inlet sediment control measures shall include but not be limited to replacing damaged BMP's, removing and disposing of accumulated sediment, trash & debris. Waste materials shall be removed and disposed of per 7-8.

Storm drain inlet protection will be measured and paid per number of inlets protected as listed in the unit Bid price.

Add: 7-8.6.3.4 Non-Storm Water And Materials Management BMP's. The TIER I SWPPP shall include pollution control measures and associated locations for equipment maintenance, fueling, concrete washouts, cleaning and storage.

The Contractor shall avoid placing stock piles in any drainage path. The Resident Engineer may approve temporary stockpiling in a drainage path provided that measures are taken to allow unimpeded drainage, and sediment transport is prevented. Regardless of the location of stockpiled materials, containment measures are to be employed to control dust and sediment movement arising from wind, rain, and/or runoff. Controlling measures include, but are not limited to, covering the stockpiled material and the installation of protection around the perimeter of the stockpiled material during rain events and winds.

The lump sum price for Non-Stormwater and Materials Management BMP's shall cover all pollution control measures for equipment maintenance, fueling, cleaning, materials management and storage.

Add: 7-8.6.3.5 Street Sweeping. The CONTRACTOR shall sweep the streets impacted by construction activities daily, and as often as needed, with a motor sweeper in accordance with section 7-8.1. Blowers shall not be used on site. The lump sum price for street sweeping shall cover all street sweeping, equipment, labor, and related activities.

Add: 7-8.6.3.6 Weather Triggered Action Plan. The Contractor shall prepare a written Weather Triggered Action Plan (WTAP) prior to the start of construction. The Contractor shall implement the WTAP within 24 hours of a predicted storm event (a predicted storm event is defined as a forecasted 40% or greater chance of rain). Rain forecasts can be found at www.nws.noaa.gov. The WTAP shall identify the staffing responsible for implementing, monitoring and maintaining the BMP's prior to and during the storm event, and shall identify on site availability of BMP's that will be installed on the exposed portions of the site to minimize erosion and sediment discharges, and prevent non-storm water discharges from leaving the site to

the MEP. The WTAP shall be filed in the SWPPP, WPCP, TIER I, or TIER II document and updated as site conditions change.

The lump sum Bid price for the WTAP shall include all work necessary to prepare the WTAP, and all costs associated with the effective implementation of the WTAP for the duration of the project.

Add: 7-8.6.4 Inlet Markers. The Contractor shall mark every storm drain inlet within the project boundaries with adhesive decal-discs or an imbedded concrete stamp. The Contractor shall use decal-discs on existing inlets and concrete stamps on new inlets. The concrete stamp is available from the Resident Engineer with five days advance notice. On curb inlets the concrete stamp or decal discs shall be placed on the top of curb at the inlet roof. On catch basins the concrete stamp shall be imprinted next to the inlet grate. Any and all costs associated with this work shall be included in the storm drain marker unit Bid price.

4.3.2 Attachment B Water Pollution Control Schedule

The Water Pollution Control Schedule (WPCS) is the component of the project WPCP that shows the timeline for when BMPs will be installed so that the project is in compliance with Caltrans Standard Specifications and the contract special provisions. The WPCS provides field staff with the information necessary to plan for adequate materials and crews to install BMPs at the right time so that they are effective. The WPCS and WPCDs provide the necessary tools for a contractor to plan and implement BMPs to meet the requirements of the project WPCP.

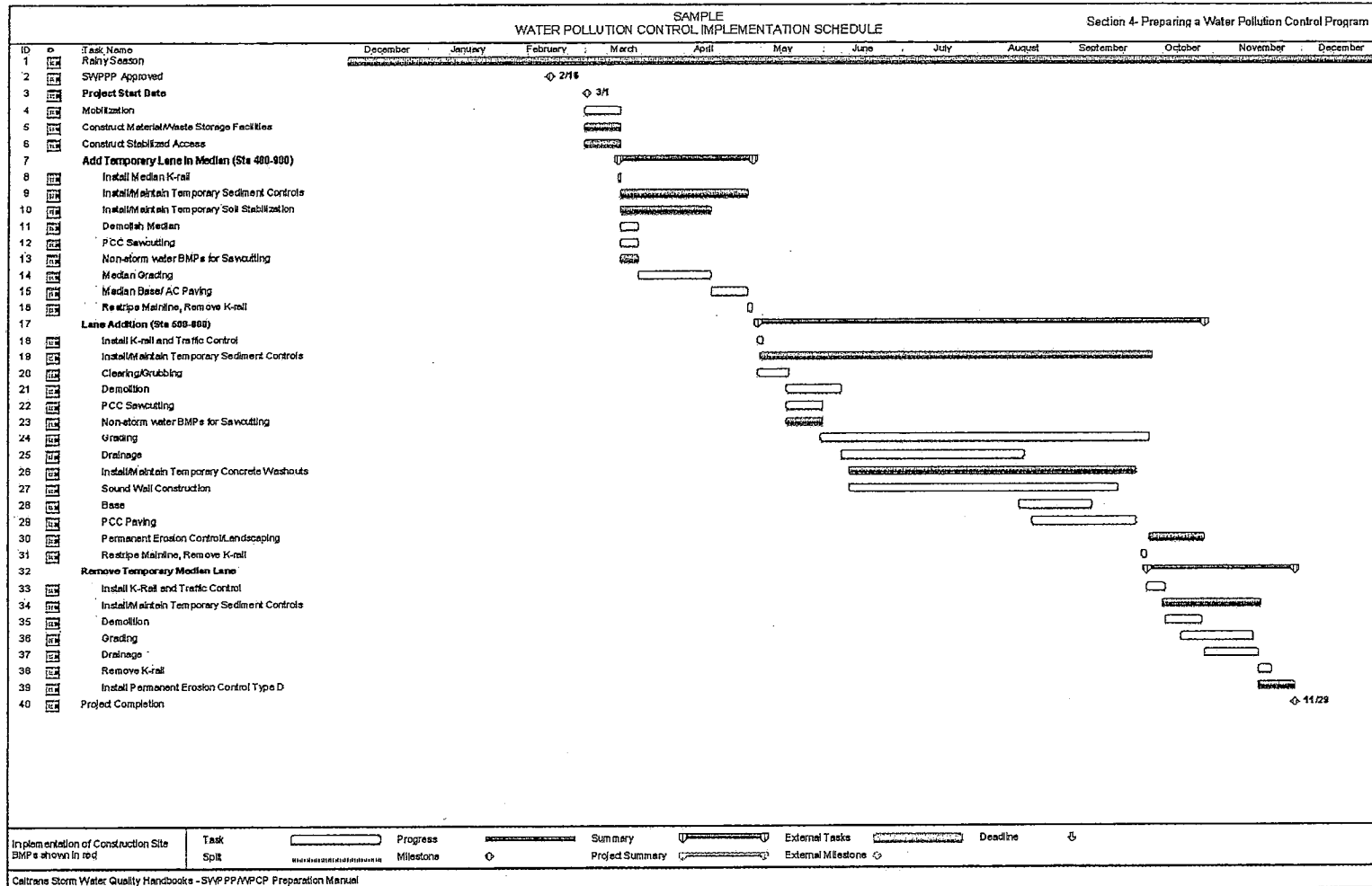
The WPCS shall be a graphical project schedule. The project schedule may be used for the WPCS if the project schedule includes all WPCS requirements. The schedule shall contain an adequate level of detail to show major activities sequenced with implementation of construction site BMPs, including:

- Project start and finish dates, including each stage of the project
- WPCP review and approval
- Annual certifications
- Mobilization dates
- Mass clearing and grubbing/roadside clearing dates
- Major grading/excavation dates
- Special dates named in other permits such as Fish and Game and USACOE Permits
- Dates for submittal WPCP Amendments required by the contract specifications
- Implementation schedule dates by location for deployment of:
 - Temporary soil stabilization BMPs
 - Temporary sediment control BMPs
 - Wind erosion control BMPs
 - Tracking control BMPs
 - Non-stormwater BMPs
 - Waste management and materials pollution control BMPs
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
- Dates for other significant long-term operations or activities that may cause non-stormwater discharges such as dewatering, grinding, etc.
- Final stabilization activities staged over time for each area of the project

Projects located in the Lake Tahoe, Truckee River, East Fork Carson River, or West Fork Carson River Hydrologic Units, and projects above 5,000 feet in elevations in the portions of Mono County or Inyo County within the Lahontan RWQCB are not allowed to perform removal of vegetation nor disturbance of existing ground surface conditions between October 15 of each year and May 1 of the following year; except when there is an emergency situation that threatens the public health or welfare, or when the project is granted a variance by the RWQCB Executive Officer.

A sample WPCS is shown on the next page.

Attachment B Example WPCS



**ATTACHMENT CC WATER POLLUTION CONTROL
BEST MANAGEMENT PRACTICES LIST**

CEM-20CC (NEW 9/2012)

Page 1 of 5

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
CONTRACTOR NAME AND SITE ADDRESS	PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> Risk Level 3

Water Pollution Control Best Management Practices List (WPCBMPL)

Project Phases included in WPCBMPL <input type="checkbox"/> Preliminary Phase <input type="checkbox"/> Grading Phase <input type="checkbox"/> Highway Construction Phase <input type="checkbox"/> Highway Planting / Erosion Control Phase	Projected Stages included in WPCBMPL <input type="checkbox"/> 1 Stage <input type="checkbox"/> 2 Stages <input type="checkbox"/> 3 Stages <input type="checkbox"/> 4 Stages
--	---

Project Required BMP	Best Management Practice (BMP)	BMP ID	Total Quantity Required
	TEMPORARY SOIL STABILIZATION		
<input type="checkbox"/>	Preservation of Existing Vegetation	SS-02	
<input type="checkbox"/>	Hydraulic Mulch	SS-03	
<input type="checkbox"/>	Hydroseeding	SS-04	
<input type="checkbox"/>	Soil Binders	SS-05	
<input type="checkbox"/>	Straw Mulch	SS-06	
<input type="checkbox"/>	Geotextiles, Mats, Plastic Covers, and Erosion Control Blankets	SS-07	
<input type="checkbox"/>	Wood Mulching	SS-08	
<input type="checkbox"/>	Earth Dikes/Drainage Swales, and Lined Ditches	SS-09	
<input type="checkbox"/>	Outlet Protection/Velocity Dissipation Devices	SS-10	
<input type="checkbox"/>	Slope Drains	SS-11	
<input type="checkbox"/>	Streambank Stabilization	SS-12	
	TEMPORARY SEDIMENT CONTROL		
<input type="checkbox"/>	Silt Fence	SC-01	
<input type="checkbox"/>	Sediment/Distilling Basin	SC-02	
<input type="checkbox"/>	Sediment Trap	SC-03	
<input type="checkbox"/>	Check Dams	SC-04	
<input type="checkbox"/>	Fiber Rolls	SC-05	
<input type="checkbox"/>	Gravel Bad Berm	SC-06	
<input type="checkbox"/>	Sandbag Barrier	SC-07	
<input type="checkbox"/>	Straw Bale Barrier	SC-09	
<input type="checkbox"/>	Storm Drain Inlet Protection	SC-10	

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

ATTACHMENT CC WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES LIST

CEM-20CC (NEW 9/2012)

Page 2 of 5

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

Water Pollution Control Best Management Practices List

Project Required BMP	Best Management Practice (BMP)	BMP ID	Total Quantity Required
	WIND EROSION CONTROL		
<input type="checkbox"/>	Wind Erosion Control	WE-01	
	TRACKING CONTROLS		
<input type="checkbox"/>	Stabilized Construction Entrance/Exit	TC-01	
<input type="checkbox"/>	Stabilized Construction Roadway	TC-02	
<input type="checkbox"/>	Entrance/Exit Tire Wash	TC-03	
<input type="checkbox"/>	Street Sweeping	SC-07	
	NON-STORMWATER MANAGEMENT		
<input type="checkbox"/>	Water Conservation Practices	NS-01	
<input type="checkbox"/>	Dewatering Operations	NS-02	
<input type="checkbox"/>	Paving and Grinding Operations	NS-03	
<input type="checkbox"/>	Temporary Stream Crossing	NS-04	
<input type="checkbox"/>	Clear Water Diversion	NS-05	
<input type="checkbox"/>	Illicit Connection/Illegal Discharge Detection and Reporting	NS-06	
<input type="checkbox"/>	Potable Water/Irrigation	NS-07	
<input type="checkbox"/>	Vehicle and Equipment Cleaning	NS-08	
<input type="checkbox"/>	Vehicle and Equipment Fueling	NS-09	
<input type="checkbox"/>	Vehicle and Equipment Maintenance	NS-10	
<input type="checkbox"/>	Pile Driving Operations	NS-11	
<input type="checkbox"/>	Concrete Curing	NS-12	
<input type="checkbox"/>	Material and Equipment Use Over Water	NS-13	
<input type="checkbox"/>	Concrete Finishing	NS-14	
<input type="checkbox"/>	Structure Demolition/Removal Over or Adjacent to Water	NS-15	
	WASTE MANAGEMENT AND POLLUTION CONTROL		
<input type="checkbox"/>	Material Delivery and Storage	WM-01	
<input type="checkbox"/>	Material Use	WM-02	
<input type="checkbox"/>	Stockpile Management	WM-03	
<input type="checkbox"/>	Spill Prevention and Control	WM-04	
<input type="checkbox"/>	Solid Waste Management	WM-05	
<input type="checkbox"/>	Hazardous Waste Management	WM-06	
<input type="checkbox"/>	Contaminated Soil Management	WM-07	
<input type="checkbox"/>	Concrete Waste Management	WM-08	
<input type="checkbox"/>	Sanitary/Septic Waste Management	WM-09	
<input type="checkbox"/>	Liquid Waste Management	WM-10	

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**ATTACHMENT CC WATER POLLUTION CONTROL
BEST MANAGEMENT PRACTICES LIST**

CEM-20CC (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

No.	Water Pollution Control Best Management Practices List			
1	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
Comments:				
2	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
Comments:				

**ATTACHMENT CC WATER POLLUTION CONTROL
BEST MANAGEMENT PRACTICES LIST**

CEM-20CC (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

No.	Water Pollution Control Best Management Practices List			
	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
	Comments:			
	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
	Comments:			

**ATTACHMENT CC WATER POLLUTION CONTROL
BEST MANAGEMENT PRACTICES LIST**

CEM-20CC (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

No.	Water Pollution Control Best Management Practices List			
_____	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
Comments:				
_____	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
Comments:				
_____	Location:	Project Phase:	Location shown on WPCD sheet number:	Disturbed Soil Area: _____ acres
		Stage:		
	Best Management Practice (BMP)		BMP ID	Quantity Required
Comments:				

**SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD**

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER	
CONTRACTOR NAME AND ADDRESS	PROJECT WATER POLLUTION CONTROL <input checked="" type="checkbox"/> WPCP <input type="checkbox"/> SWPPP	SWPPP PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> Risk Level 3
Submitted by Contractor (Print and Sign Name)		Date

CONTRACTOR PERSONNEL STORMWATER TRAINING RECORD

Project Manager

NAME	TITLE		PHONE
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Water Pollution Control Manager

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

**SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD**

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following when the WPC Manager does not develop the SWPPP.

Qualified SWPPP Developer (QSD)

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Include the following when a Qualified SWPPP Practitioner will be assisting the WPC Manager with SWPPP/WPCP implementation.

Qualified SWPPP Practitioner (QSP)

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

**SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD**

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following training record information when a storm water inspector will be assisting the WPC Manager.

Stormwater Inspector

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Include the following when contractor employees will be responsible for stormwater discharge sampling testing.

Primary Stormwater Discharge Sampler and Tester

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

Alternate Stormwater Discharge Sampler and Tester

NAME	COMPANY		PHONE
TITLE			AFTER HOURS PHONE NUMBER
Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

**SWPPP/WPCP ATTACHMENT D
CONTRACTOR PERSONNEL TRAINING RECORD**

CEM-20DCON (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following when contractor employees will be responsible for BMP installation, maintenance, and repair.

Employees Responsible for BMP Installation, Maintenance, and Repair

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

SWPPP/WPCP ATTACHMENT D

SUBCONTRACTOR PERSONNEL STORMWATER TRAINING RECORD

CEM-20DSUB (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER	
CONTRACTOR NAME AND ADDRESS	PROJECT WATER POLLUTION CONTROL <input checked="" type="checkbox"/> WPCP <input type="checkbox"/> SWPPP	SWPPP PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> Risk Level 3
SUBCONTRACTOR NAME AND ADDRESS		
Subcontractor (Print and Sign Name)	Date	
Submitted by Contractor (Print and Sign Name)	Date	

SUBCONTRACTOR PERSONNEL STORMWATER TRAINING RECORD

Subcontractor Superintendent/Foreman

NAME	TITLE	PHONE
Training Course Title	Training Objective	Date Training Completed
Course Length (Hours)		

SUBCONTRACTOR EMPLOYEES STORMWATER TRAINING RECORD

Employee Name	Title of Training Course	Date Training Completed	Course Length (Hours)

**SWPPP/WPCP ATTACHMENT D
SUBCONTRACTOR PERSONNEL STORMWATER TRAINING RECORD**

CEM-20DSUB (NEW 9/2012)

PROJECT INFORMATION NAME AND SITE ADDRESS	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER

STORMWATER TRAINING RECORD CONTINUED

Include the following when subcontractor employees will be responsible for BMP installation, maintenance, and repair.

Employees Responsible for BMP Installation, Maintenance, and Repair

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

EMPLOYEE NAME

Training Course Title	Training Objective	Date Training Completed	Course Length (Hours)

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input checked="" type="checkbox"/> N/A. WPCP <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. <input type="checkbox"/> Risk Level 3

**Storm Water Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP)
Amendment Number _____**

CONTRACTOR WATER POLLUTION CONTROL MANAGER SIGNATURE	DATE
CONTRACTOR WATER POLLUTION CONTROL MANAGER NAME	PHONE NUMBER

Contractor Certification of SWPPP or WPCP Amendment

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or persons directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

CONTRACTOR SIGNATURE	DATE
CONTRACTOR NAME	PHONE NUMBER
TITLE	

Resident Engineer Acceptance of SWPPP or WPCP Amendment

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief, is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

RESIDENT ENGINEER SIGNATURE	DATE OF AMENDMENT ACCEPTANCE
RESIDENT ENGINEER NAME	PHONE NUMBER

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP

Required for Private Entity Administered Projects

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted, to the best of my knowledge and belief is true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

LEGALLY RESPONSIBLE PERSON SIGNATURE	DATE
LEGALLY RESPONSIBLE PERSON NAME	PHONE NUMBER
TITLE	

Required for Local Agency/Private Entity Administered Project

Caltrans Oversight Engineer's Concurrence With SWPPP/WPCP Amendment

I and personnel acting under my direction and supervision have reviewed this SWPPP/ WPCP and find that it meets the requirements set forth in the contract Special Provisions, Caltrans *Standard Specifications*, and the Caltrans SWPPP/WPCP Preparation Manual.

OVERSIGHT ENGINEER SIGNATURE	DATE OF AMENDMENT CONCURRENCE
OVERSIGHT ENGINEER NAME	PHONE NUMBER

Instructions

General Information

- The information on CEM-2008 is required for projects with either a Stormwater Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) to document amendment acceptance and certification.
- SWPPP amendments must be certified by the approved signatory as identified in CEM-2006 or 2006T, "Legally Responsible Person Authorization of Approved Signatory," signed by the legally responsible person (LRP).
 1. For Caltrans, the LRP is the district director. The LRP may authorize the project resident engineer to be approved signatory.
 2. For a local agency, the LRP is either a principal executive officer or a ranking elected official. The local agency LRP may authorize the project resident engineer to be approved signatory.
 3. For a private entity performing work in the state right-of-way under an encroachment permit, the LRP must be one of the following:
 - a. For a corporation, a responsible corporate officer.
 - b. For a partnership or sole proprietorship, a general partner or the proprietor, respectively.The private entity LRP may not authorize an approved signatory.
 4. Attach a completed copy of CEM-2008 to each SWPPP or WPCP amendment, and include it in the SWPPP Attachment DD or the WPCP Attachment C.

Form

Contract Number/Co/Rte/PM

For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number

Caltrans projects starting July 1, 2010, will have a Project Identifier Number. For projects without one, write "N/A" in the field.

WDID Number

For projects that have a Water Pollution Control Program enter "WPCP" in this field.

SWPPP/WPCP AMENDMENTS LOG

CEM-2009 (REV 11/2013)

Instructions

General Information

- Projects with either a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) require the information on this form to track amendments.
- Attach a completed copy of the form to each accepted SWPPP/WPCP amendment, and include in SWPPP Attachment DD or WPCP Attachment C.

Form

Contract Number/Co/Rte/PM

For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number

Caltrans projects starting July 1, 2010, will have a project identifier number. For projects without one, write "N/A" in the field.

WDID Number

For projects with WPCP enter "WPCP" in this field.

When the resident engineer has accepted SWPPP or WPCP amendments, enter:

1. The amendment number.
2. The date the Water Pollution Control Manager signed form CEM-2008.
3. A brief description of the amendment.
4. The name and title of person who requested the amendment.
5. The date the resident engineer accepted form CEM-2008.

Instructions

General Information

- Projects with either a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) require the information on this form to document stormwater training for contractor and subcontractor managers, supervisors, and employees. Include the form and required training documentation in the stormwater annual report for SWPPP projects.
- Use this form to document training for employees responsible for activities associated with Construction General Permit compliance and contract specifications. Use this form to document required weekly stormwater training.
- Provide this training record and an updated copy of CEM-2024 (CEM-2024 is an optional form used at the WPCM's discretion) "Stormwater Training Log," to the resident engineer (RE) within five days of the date of training.
- Attach additional copies of page 2 of this form if necessary to record all individuals attending this training.
- Stormwater training needs to be completed at the frequency stipulated in the project specifications and/or the SWPPP, whichever is more frequent.
- Names may be written or typed. Initials must be original. Originals are filed with RE as stipulated above.
- Attach copy of training material/topic with submittal to RE.

Form

- **Contract Number/Co/Rte/PM**
For local agency encroachment permit projects write the encroachment permit number in the Contract Number field.
- **Project Identifier Number**
Caltrans projects starting July 1, 2010, will have a Project Identifier Number (PIN). For projects without a PIN, write N/A in the field.
- **WDID Number**
For projects with Water Pollution Control Program, enter "WPCP."
- **Attendee Roster**
Enter employee name, contractor or subcontractor company name and employee phone number.
- **Training Audience**
Enter one of the following responses:

General—Training for individuals responsible for activities associated with compliance with the Construction General Permit. BMPs—
Training for individuals responsible for BMP installation, inspection, maintenance, and repair.

SWPPP—Training for individuals responsible for overseeing, revising, and amending the SWPPP.

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM <hr/> PROJECT IDENTIFIER NUMBER <hr/> WDID NUMBER WPCP
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input checked="" type="checkbox"/> N/A. WPCP <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. <input type="checkbox"/> Risk Level 3
SUBMITTED BY CONTRACTOR (PRINT AND SIGN NAME)	DATE

STORMWATER TRAINING LOG

Date of Training	Training Audience	Number of Training Attendees	Stormwater Training Course Title or Topics Covered	Date Training Documentation (CEM-2023) Provided to Resident Engineer
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			
	<input type="checkbox"/> General <input type="checkbox"/> BMPs <input type="checkbox"/> SWPPP			

ADA

For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 654-6410, TTY 711, write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Instructions

General Information

- For projects with either a Stormwater Pollution Prevention Plan (SWPPP) or a Water Pollution Control Program (WPCP) the information shown on this form may be used to document stormwater training for contractor and subcontractor managers, supervisors, and employees. The stormwater annual report for SWPPP projects will include required training documentation and the information on this form, or in another form used at the discretion of the Water Pollution Control Manager (WPCM).
- If this form is used, provide an updated copy of CEM-2024 with attached training documentation to the resident engineer within five days of training, along with CEM-2023 and a copy of training materials and topic(s) covered.
- This form is optional, and provided as a management tool for the WPCM to assist in compiling and organizing information required of the annual report.

Form

Contract Number/Co/Rte/PM

For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number

Caltrans projects starting July 1, 2010, will have a Project Identifier Number (PIN). For projects without a PIN, write N/A in the field.

WDID Number

For projects with Water Pollution Control Program enter "WPCP" in this field.

Training Audience

Check one of the following responses:

General—training for individuals responsible for activities associated with compliance with the General Construction Permit. BMPs—training for individuals responsible for BMP installation, inspection, maintenance, and repair.

SWPPP—training for individuals responsible for overseeing revising and amending the SWPPP.

Instructions

General Information

- The Water Pollution Control Manager must oversee preparation of this form and submit a copy to the resident engineer every month.
- Attach additional copies of page 2 and page 3 of this form to include all required locations.
- Insert consecutive numbers for each location when using page 2 or page 3 of this form

BMP Name	BMP ID	BMP Name	BMP ID
Temporary Soil Stabilization		Non-Stormwater Management	
Preservation of existing vegetation	SS-02	Water conservation practices	NS-01
Hydraulic mulch	SS-03	Dewatering operations	NS-02
Hydroseeding	SS-04	Paving and grinding operations	NS-03
Soil binders	SS-05	Temporary stream crossing	NS-04
Straw mulch	SS-06	Clear water diversion	NS-05
Geotextiles, mats, plastic covers, and lined ditches	SS-07	Illegal connection or discharge detection and reporting	NS-06
Wood mulching	SS-08	Potable water and irrigation	NS-07
Earth dikes, drainage swales and lined ditches	SS-09	Vehicle and equipment cleaning	NS-08
Outlet protection and velocity dissipation devices	SS-10	Vehicle and equipment fueling	NS-09
Slope drains	SS-11	Vehicle and equipment maintenance	NS-10
Streambank stabilization	SS-12	Pile-driving operations	NS-11
Temporary Sediment Control		Concrete curing	NS-12
Silt fence	SC-01	Material and equipment use over water	NS-13
Sediment or distilling basin	SC-02	Concrete finishing	NS-14
Sediment trap	SC-03	Structure demolition or removal over or adjacent to water	NS-15
Checkdams	SC-04	Waste Management and Pollution Control	
Fiber rolls	SC-05	Material delivery and storage	WM-01
Gravel bag berm	SC-06	Material use	WM-02
Sandbag barrier	SC-08	Stockpile management	WM-03
Straw bale barrier	SC-09	Spill prevention and control	WM-04
Storm drain inlet protection	SC-10	Solid waste management	WM-05
Wind Erosion Control		Hazardous waste management	WM-06
Wind erosion control	WE-01	Contaminated soil management	WM-07
Tracking Controls		Concrete waste management	WM-08
Stabilized construction entrance and exit	TC-01	Sanitary or septic waste management	WM-09
Stabilized construction roadway	TC-02	Liquid waste management	WM-10
Entrance and exit tire wash	TC-03		
Street sweeping	TC-04		

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER WPCP
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input checked="" type="checkbox"/> N/A. WPCP <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> N/A. Project resides in The Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-019, NPDES No. CAG616002 <input type="checkbox"/> Risk Level 3
SUBMITTED BY CONTRACTOR (PRINT AND SIGN NAME)	DATE
WATER POLLUTION CONTROL MANAGER NAME AND COMPANY NAME	PHONE NUMBER EMERGENCY (24/7) PHONE NUMBER

GENERAL INFORMATION

INSPECTOR'S NAME	Accompanied by Caltrans staff? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Name/Initials	DATE OF INSPECTION
Weather Condition <input type="checkbox"/> Clear <input type="checkbox"/> Partly cloudy <input type="checkbox"/> Cloudy	Precipitation Condition <input type="checkbox"/> None <input type="checkbox"/> Heavy rain <input type="checkbox"/> Misty <input type="checkbox"/> Hail <input type="checkbox"/> Light rain <input type="checkbox"/> Snow <input type="checkbox"/> Rain	Wind Condition <input type="checkbox"/> None <input type="checkbox"/> Less than 5 mph <input type="checkbox"/> Greater than 5 mph

Construction Phase <input type="checkbox"/> Highway construction <input type="checkbox"/> Plant establishment <input type="checkbox"/> Suspension of work (inactive site)	Site Information Total project area _____ acres Total project disturbed soil area _____ acres Current phase disturbed soil area _____ acres Current phase inactive disturbed soil _____ acres
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Inspection Type <i>Check appropriate box(es)</i> <input type="checkbox"/> Weekly <input type="checkbox"/> Annual Certification of Compliance <input type="checkbox"/> Quarterly non-stormwater <input type="checkbox"/> Pre-storm <input type="checkbox"/> During storm event <input type="checkbox"/> Post storm	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="3">Storm Information</th> </tr> <tr> <td style="width:33%;">Time elapsed since last storm _____ days</td> <td style="width:33%;">Precipitation amount from last storm _____ inches</td> <td style="width:33%;"></td> </tr> <tr> <td>Time storm is expected _____ (time) _____ (date)</td> <td>Expected precipitation amount _____ inches</td> <td></td> </tr> <tr> <td>Time elapsed since storm began _____ hours-minutes</td> <td>Precipitation amount from storm recorded from site rain gauge _____ inches</td> <td></td> </tr> <tr> <td>Time elapsed since storm _____ hours-minutes</td> <td>Precipitation amount from storm recorded from site rain gauge _____ inches</td> <td></td> </tr> </table>	Storm Information			Time elapsed since last storm _____ days	Precipitation amount from last storm _____ inches		Time storm is expected _____ (time) _____ (date)	Expected precipitation amount _____ inches		Time elapsed since storm began _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches		Time elapsed since storm _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches	
Storm Information																
Time elapsed since last storm _____ days	Precipitation amount from last storm _____ inches															
Time storm is expected _____ (time) _____ (date)	Expected precipitation amount _____ inches															
Time elapsed since storm began _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches															
Time elapsed since storm _____ hours-minutes	Precipitation amount from storm recorded from site rain gauge _____ inches															

Date	Daily Site Inspection of Best Management Practices (BMP) List Daily inspections for previous calendar week. Do not include weekly inspection.	Daily inspection performed by	Any corrective actions identified as completed or new?		If yes, were the actions added or verified on CEM-2035, as appropriate?		Date shown on corrective action form
			YES	NO	YES	NO	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER WPCP
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Site Inspection of Best Management Practices

*If this form will be completed by hand in the field, click on "Show Entire Form" button at the top of page one to expand the sections, then print the form to take to the field.
 If the inspection form does not contain enough lines for all locations, use the "Add Item" button so that all BMP locations are inspected and reported.*

Preservation of Existing Vegetation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Right location?		Properly installed?		Maintenance or repair necessary?		Photos?	Comments and Required Actions
	Yes	No	Yes	No	Yes	No	Yes	
Location 1								
Location 2								
Location 3								

Disturbed Soil Area (DSA) Management <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No List all potential DSAs by location	Has area been disturbed? If no, stop here.		Date DSA first disturbed?	Is the DSA inactive and listed as a location on both temporary soil stabilization and temporary linear sediment barriers? If yes, stop here.		Is there a storm event forecasted? If yes, stop here and take action.		Are there construction activities currently in progress within the DSA? If yes, stop here.		If no to previous question, what is the last day construction activities were in progress?	How many days has the DSA been inactive? If more than 14 days, take action.
	Yes	No	Date	Yes	No	Yes	No	Yes	No	Date	Days
Location 1											
Location 2											

- Notes:
1. If it has been 14 days since a DSA has had active construction activities, the DSA is inactive and must be reported as a location on temporary soil stabilization and temporary linear sediment barriers.
 2. DSAs must have erosion control and have temporary linear sediment barriers installed prior to a storm event.

Location Number	Comments / Corrective Actions	Action No.
1		
2		

Temporary Soil Stabilization <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Inactive areas covered?		100% coverage of required areas?		Stabilized areas free from visible erosion?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

PROJECT INFORMATION NAME AND SITE ADDRESS
 Sewer and AC Water Group 697A
 SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM
 PROJECT IDENTIFIER NUMBER
 WDID NUMBER
 WPCP

Site Inspection of Best Management Practices, continued
For project specific BMPs, insert the BMP name and additional inspection requirements below.

Temporary Linear Sediment Barriers <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Right location?		Properly installed or cross barriers installed?		Maintenance performed when 1/3 height or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Storm Drain Inlet Protection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All inlets protected?		Properly installed?		Maintenance or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Stockpile Management <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date stockpile created	Is the stockpile listed as a location on stockpile management inactive stockpiles? If yes, stop here.		Is there a storm event forecasted? If yes, stop here and take action.		Is stockpile being actively used? If yes, stop here.		If no to previous question, what is the last day stockpile was actively used?	How long since stockpile actively used?	Has it been 3 days since the stockpile has been actively used? If yes, take action.	
	Date	Yes	No	Yes	No	Yes	No	Date	Days	Yes	No
Location 1											
Location 2											

Notes:
 1. If it has been 3 days (72 hours) since a stockpile has been active then the stockpile is inactive and must be reported as a location on stockpile management inactive stockpiles.
 2. Stockpiles must be covered and have perimeter control installed prior to a storm event.

Location Number	Comments / Corrective Actions	Photos?	Action No.
		Yes	
1			
2			

PROJECT INFORMATION NAME AND SITE ADDRESS
 Sewer and AC Water Group 697A
 SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM

PROJECT IDENTIFIER NUMBER

WDID NUMBER
 WPCP

Inactive Stockpile Management <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Type of Material or Waste	Is the stockpile properly located?		Is the stockpile covered?		Does the stockpile have a perimeter control?		Does the stockpile need maintenance or repair?		
		Yes	No	Yes	No	Yes	No	Yes	No	
Location1										
Location2										
Location Number	Comments / Corrective Actions								Photos?	Action No.
1									Yes	
2										

Sediment and Desilting Basins <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Are basin inlets, outlets, and spillways in working order?		Is water contained in basin?		Is maintenance needed to provide required retention or detention?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location1									
Location2									
Location3									

Tracking Controls <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do all entrances and exits have tracking controls?		Is pavement free from visible sediment tracking?		Does sediment need to be removed from rock or ribbed plates?		Is daily sweeping done?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes	No	Yes		
Location1											
Location2											
Location3											

Wind Erosion Control <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Water trucks on-site?		Visible dust?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes		
Location1							
Location2							
Location3							

PROJECT INFORMATION NAME AND SITE ADDRESS
 Sewer and AC Water Group 697A
 SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM

PROJECT IDENTIFIER NUMBER

WDID NUMBER
 WPCP

Dewatering Operations <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dewatering currently active?		Dewatering conforms with RWQCB permit?		Dewatering discharge within discharge specified limitations?		Photos?	Comments and Required Actions	Action No.					
	Yes	No	Yes	No	Yes	No				Yes				
Location1														
Location2														
Location3														
Temporary Stream Crossing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Constructed as shown on the plan?		Conforms to 404 permit and 1601 agreement requirements?		Maintenance or repair required?		Photos?	Comments and Required Actions	Action No.					
	Yes	No	Yes	No	Yes	No				Yes				
Location1														
Location2														
Location3														
Material Storage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Located away from drainage courses and water courses?		Areas protected from run on and runoff?		Bagged and boxed materials stored on pallets?		Areas reasonably clean and free of spills, leaks, and other material?		Is material inventory up to date?		Liquid materials in secondary containment?		Photos?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No		Yes
Location1														
Location2														
Location3														
Comments and Required Actions									Action No.					
Location1														
Location2														
Location3														

PROJECT INFORMATION NAME AND SITE ADDRESS
 Sewer and AC Water Group 697A
 SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM

PROJECT IDENTIFIER NUMBER

WDID NUMBER
 WPCP

Waste Management Sanitation Facilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Located away from drainage courses and water courses?		Secured to ground or foundation?		Clean and has adequate capacity?		Ground checked for any spills or leaks?		Any spills or leaks found?		Photos?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	
Location 1												
Location 2												
Location 3												

Location Number	Comments / Corrective Actions											Action No.
1												
2												
3												

Project-specific BMP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Properly located?		Properly installed?		Maintenance or repair needed?		Photos?	Comments and Required Actions	Action No.
	Yes	No	Yes	No	Yes	No	Yes		
Location 1									
Location 2									
Location 3									

Project-specific BMP <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Properly located?		Properly installed?		Maintenance or repair needed?						Photos?	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	
Location 1												
Location 2												
Location 3												

	Comments and Required Actions											Action No.
Location 1												
Location 2												
Location 3												

PROJECT INFORMATION NAME AND SITE ADDRESS
 Sewer and AC Water Group 697A
 SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM

PROJECT IDENTIFIER NUMBER

WDID NUMBER
 WPCP

Site Inspection Report General Comments

Are the BMPs installed as required by the Stormwater Pollution Prevention Plan for the phase of construction?

Yes No

Does the SWPPP need to be amended?

Yes No

Does the SWPPP currently reflect the current site conditions and contractor operations?

Yes No

Is hazardous waste stored on the jobsite?

Yes No

Are there water pollution control concerns on the project site not addressed by the comments and required actions shown above for BMPs, based on the field review of the jobsite?

Yes No *If yes, provide details, comments, and required actions below for each location.*

Location	Water Pollution Control Concern	Comments and Required Actions	Action No.

PROJECT INFORMATION NAME AND SITE ADDRESS

Sewer and AC Water Group 697A
SR 94 between 28th St and 30th St

CONTRACT NUMBER/CO/RTE/PM

PROJECT IDENTIFIER NUMBER

WDID NUMBER
WPCP

Stormwater Inspection Report Certification

I certify under penalty of law that this Stormwater Inspection Report was performed in accordance with the General Permit. The information contained in this inspection report was gathered from a field site inspection. I am aware that Section 309 (c)(4) of the Clean Water Act provides for significant penalties, including fines and imprisonment for knowingly submitting a false material statement, representation, or certification.

Stormwater Inspector (Name)

Date Report Completed

Stormwater Inspector (Signature)

I certify under penalty of law that this Stormwater Inspection Report was performed in accordance with the General Permit by me or under my direction or supervision. The information contained in this inspection report was gathered and evaluated by qualified personnel prior to submittal. Based on my review of the information and inquiry of those who gathered and evaluated the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that Section 309 (c)(4) of the Clean Water Act provides for significant penalties, including fines and imprisonment for knowingly submitting a false material statement, representation, or certification.

Water Pollution Control Manager (Name)

Date

Water Pollution Control Manager (Signature)

Stormwater Inspection Report Acceptance

If hazardous waste is stored on the jobsite, the resident engineer should notify the district hazardous waste coordinator.

Was the District Hazardous Waste Coordinator notified?

- N/A, no hazardous waste stored on the jobsite
- YES, Date _____ Time _____
- NO

Accepted by Resident Engineer (Print Name)

Date

Resident Engineer (Signature)

Instructions

General Information

- Construction General Permit attachments C, D, and E, Section G.5. require the information on this form.
- If the inspection form does not contain enough lines to report all locations on a jobsite, click on the "Add Item" button so that all locations are inspected and reported.
- Obtain forecasted precipitation information from the National Weather Service Forecast Office website, <http://www.srh.noaa.gov/forecast>.
- Weather information should be the best estimate of the beginning of the storm event, duration of the event, and time elapsed since the last storm.
- Rainfall amounts should be recorded from the project site rain gauge.
- "Daily Site Inspection of Best Management Practices" section is to be filled out by the water pollution control manager.

Storm Visual Inspections

- For non-visible pollutant inspections, report on all locations shown in the Stormwater Pollution Prevention Plan.

Required Actions

- All corrective actions identified in this report must also be recorded on Form CEM-2035, "Stormwater Corrective Actions Summary."
- Locations identified where BMPs are failing or have other shortcomings require implementation of repairs or design changes within 72 hours of identification, and BMP repairs or other changes must be completed as soon as possible.

PROJECT INFORMATION NAME AND SITE ADDRESS

Sewer and AC Water Group 697A
SR 94 between 28th St and 30th St

CONTACT NUMBER/CO/RTE/PM

PROJECT IDENTIFICATION NUMBER

WDID NUMBER
WPCP

CONTRACTOR NAME AND ADDRESS

SWPPP PROJECT SITE RISK LEVEL

- Risk Level 1 N/A. WPCP
 Risk Level 2 N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No.CAG61002
 Risk Level 3

Submitted by contractor (print and sign name)

Date

Implement required actions identified in this Stormwater Corrective Actions Summary as soon as possible, but actions must begin within 72 hours of the site inspection, or be completed before the next predicted rain event, whichever is sooner.

Corrective Action Number	Verification of Stormwater Site Inspection Corrective Action	Date Corrective Actions Identified
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	
	BMP Type	Location
	Required Action	Verified by (print name and title)
	Date Completed	Verified by (signature)
	Comments	

Add Page Delete Page

PROJECT INFORMATION NAME AND SITE ADDRESSSewer and AC Water Group 697A
SR 94 between 28th St and 30th St

CONTACT NUMBER/CO/RTE/PM

PROJECT IDENTIFICATION NUMBER

WDID NUMBER
WPCP**Stormwater Site Inspection Report Corrective Action Summary Certification**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision according to a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the people who manage the system or are directly responsible for gathering the information, the information submitted is true, accurate, and complete to the best of my knowledge and belief. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment of knowing violations.

Water Pollution Control Manager

Date

Water Pollution Control Manager (signature)

Stormwater Site Inspection Report Corrective Action Summary Acceptance

Resident Engineer

Date

Resident Engineer (signature)

Instructions**General Information**

- If the summary form does not have enough lines to report all required actions, use additional copies of this form's page 1 to report all required corrective actions from an Inspection form.
- On page 1 of this form and additional copies of page 1, insert consecutive numbers for each required corrective action.

Required Actions

- Identified locations—where BMPs are failing or have other shortcomings—required repairs or design changes within 72 hours of identification and complete BMP repairs or other changes as soon as possible, or before the next predicted rain event, whichever is sooner, per the Lake Tahoe Hydrologic Unit Permit.
- Daily inspection required for waste containers (covered at end of shift), tracking, and other per project specifications.

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM PROJECT IDENTIFIER NUMBER WDID NUMBER WPCP
CONTRACTOR NAME AND ADDRESS	PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input checked="" type="checkbox"/> N/A. WPCP <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. <input type="checkbox"/> Risk Level 3
Submitted by contractor (print and sign name) _____	
Date _____	

Notice of Discharge General Information

Location			Date discharge discovered	
Discharge identified by stormwater visual site inspection? <input type="checkbox"/> YES <input type="checkbox"/> NO			Discharge type <input type="checkbox"/> Stormwater <input type="checkbox"/> Authorized non-stormwater <input type="checkbox"/> Non-authorized non-stormwater	
Discharge discovered by contractor during daily work? <input type="checkbox"/> YES <input type="checkbox"/> NO			Exceedance of applicable water quality standard <input type="checkbox"/> Turbidity <input type="checkbox"/> pH <input type="checkbox"/> _____	
Discharge identified by Regional Water Quality Control Board? <input type="checkbox"/> YES <input type="checkbox"/> NO			Date and time water pollution control manager notified of discharge Date and time resident engineer notified of discharge	
Discharge identified by State Water Resources Control Board? <input type="checkbox"/> YES <input type="checkbox"/> NO			Discharge samples taken? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Storm Event Information

Complete this section for stormwater discharges

Start of storm event _____ <i>Date</i> _____ <i>Time</i>	End of storm event _____ <i>Date</i> _____ <i>Time</i>	Duration of storm event _____ <i>Hours : Minutes.</i>	Storm event precipitation amount recorded from site rain gauge _____ <i>inches</i>	Storm event precipitation amount recorded from governmental rain gauge _____ <i>inches</i>
--	--	---	--	--

Notice of Discharge Information

The nature and cause of the water quality standard exceedance, based on a visual observation of the discharge location	Photographs <input type="checkbox"/> YES <input type="checkbox"/> NO
BMPs currently installed at the location of the discharge	<input type="checkbox"/> YES <input type="checkbox"/> NO

Additional BMPs that will be implemented to prevent or reduce pollutants causing or contributing to exceedance of a water quality standard

Implementation schedule for additional BMPs

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP

Notice of Discharge Information (continued)

Maintenance or repair of BMPs

Implementation schedule for BMPs maintenance or repair

Other required corrective actions

Implementation schedule for corrective actions

Summary of actions taken to reduce the pollutants causing or contributing to the water quality standard exceedance

Sampling and Analysis Results

Required when discharge samples are taken. Attach CEM-2052 or lab results report

- Are discharge samples taken? YES NO
- Is CEM-2052 attached? YES NO N/A
- Is lab results report attached? YES NO RESULTS PENDING
- If applicable, provide lab information: lab name, contract name, date samples sent, attach a copy of chain of custody, etc.

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP

Notice of Discharge Report Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, to the best of my knowledge and belief, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Water Pollution Control Manager	Date
---------------------------------	------

Water Pollution Control Manager (signature)

For Caltrans Use

Accepted by Resident Engineer (name)	Date
--------------------------------------	------

Resident Engineer(signature)

Discharge reported by telephone or email to the Regional Water Quality Control Board (RWQCB) within 48 hours of discovery? A. Immediately and no later than 24 hours after discovery? <input type="checkbox"/> YES <input type="checkbox"/> NO B. Within 5 working days? <input type="checkbox"/> YES <input type="checkbox"/> NO C. As soon as possible but within 48 hours? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date discharge reported to RWQCB	Resident engineer initials
---	----------------------------------	----------------------------

Notice of Discharge Report submitted to RWQCB within 14 days (3 days for District 7 and District 11)? A. Within 24 hours? <input type="checkbox"/> YES <input type="checkbox"/> NO B. Within 14 days (3 days for District 7 and 11)? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date report submitted to RWQCB	Resident engineer initials
---	--------------------------------	----------------------------

Discharge reported orally to the Lahontan RWQCB within 24 hours of discovery? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date called Lahontan RWQCB	Resident engineer initials
--	----------------------------	----------------------------

Electronic submittal of NEL exceedance sample results to Lahontan RWQCB and SMARTS within 5 business days? <input type="checkbox"/> YES <input type="checkbox"/> NO	Date report submitted	Resident engineer initials
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Instructions

General Information

- This form is required for compliance with provisions in Section E-2, "Receiving Water Limitations for Construction," of the National Pollutant Discharge Elimination System (NPDES) Permit Statewide Storm Water Permit and Waste Discharge Requirements (WDRs) for the State of California, Department of Transportation (Caltrans), Order No. 99-06-DWQ, NPDES No. CAS000003.
- This form is to be completed when the contractor, Caltrans, State Water Resources Control Board, or Regional Water Quality Control Board staff determines that stormwater discharges, authorized non-stormwater discharges, or non-authorized, non-stormwater discharges are causing or contributing to an exceedance of an applicable water quality standard.
- This form is appropriate when there is evidence of a discharge that occurred outside of business hours where no sampling occurred.
- Water quality standards are contained in the Statewide Water Quality Control Plan or applicable Regional Water Quality Control Boards (RWQCBs) Basin Plan.
- Water quality standards are contained in the Statewide Water Quality Control Plan or applicable Regional Water Quality Control Boards (RWQCBs) Basin Plan.
- Sampling guidance is found in the current edition of the *Construction Site Monitoring Program Guidance Manual*.
- Include a copy of the completed form in the project Storm Water Pollution Prevention Plan (SWPPP) files.

Form

- **Project Identifier Number**
Caltrans projects starting July 1, 2010, will have a project identifier number. For projects without a number, write N/A in the field.
- **Contract Number/Co/Rte/PM**
For encroachment permit projects, write the local agency or private entity encroachment permit number in the contract number field.
- **Storm Event Information**
Leave section blank if box is checked for either authorized or non-authorized non-stormwater discharge.
- **Discharge Information**
Do not leave any subsection blank. Caltrans permit specifically requires Caltrans to submit the information in this section to RWQCBs. For non-stormwater discharges, describe the construction operation or activity that caused the discharge.
- **Sampling and Analysis Results**
Leave this section blank if the no box is checked for discharge samples taken.
- **Analysis Results**
Analytical results less than the method detection limit shall be reported as "Less than the method detection limit."
- **Analysis Information**
Leave section blank if the no box is checked for discharge samples taken.
- **Notice of Discharge Report Certification**
For instruction on reporting timelines, see Section 9.4, Noncompliance Reporting, of Statewide Stormwater Management Plan, May 2003.

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP
CONTRACTOR NAME AND ADDRESS	SWPPP PROJECT SITE RISK LEVEL <input type="checkbox"/> Risk Level 1 <input checked="" type="checkbox"/> N/A. WPCP <input type="checkbox"/> Risk Level 2 <input type="checkbox"/> N/A. Project resides in the Lake Tahoe Hydrologic Unit and is regulated under Order No. R6T-2011-0019, NPDES No. CAG616002. <input type="checkbox"/> Risk Level 3

**Stormwater Pollution Prevention Plan (SWPPP)/Water Pollution Control Program (WPCP)
Annual Certification of Compliance**

Water Pollution Control Manager Certification

This certification for the project site is based on an inspection of the project site conducted on (date) _____

I certify based on my inspection of the project site that:

Yes No Water pollution control measures are being implemented in accordance with the SWPPP or WPCP approved for the project, including approved SWPPP/WPCP amendments.

Yes No The project site and activities thereon are in compliance with the Caltrans Statewide NPDES Permit No. CAS000003, the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002, or Order No. R6T-2011-0019, NPDES No. CAG-616002, whichever is applicable.

Contractor Water Pollution Control Manager signature	Date
Contractor Water Pollution Control Manager name	Phone number

Contractor Annual Certification of Compliance

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Contractor signature	Date
Contractor name	Phone number
Title	

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP

**Required for Private Entity Administered Projects
Private Entity Legally Responsible Person Annual Certification of Compliance**

I certify that the project is in compliance with the project site approved Stormwater Pollution Prevention Plan or Water Pollution Control Program including approved amendments. The project site and activities thereon are in compliance with the Caltrans Statewide NPDES Permit No. CAS000003, the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002, or Order No. R6T-2011-0019, NPDES No. CAG-616002, whichever is applicable.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Legally responsible person signature	Date
Legally responsible person name	Phone number
Title	

PROJECT INFORMATION NAME AND SITE ADDRESS Sewer and AC Water Group 697A SR 94 between 28th St and 30th St	CONTRACT NUMBER/CO/RTE/PM
	PROJECT IDENTIFIER NUMBER
	WDID NUMBER WPCP

Resident Engineer Approval of Annual Certification of Compliance

An inspection of the project site for annual certification of compliance was conducted on (date) _____	Annual Certification of Compliance project site inspection conducted by _____
--	---

I certify that I, or personnel acting under my direction and supervision, have inspected the project site and find the following:

- Yes No Water pollution control measures are being implemented in accordance with the SWPPP or WPCP approved for the project, including approved SWPPP/WPCP amendments.
- Yes No The project site and activities thereon are in compliance with the Caltrans Statewide NPDES Permit No. CAS000003, the NPDES General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities, Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002, or Order No. R6T-2011-0019, NPDES No. CAG-616002, whichever is applicable.

The box above is checked "no" based on the project site annual certification inspection, and the following corrective actions are necessary for the project to be in compliance with SWPPP/WPCP or NPDES Permits

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that significant penalties exist for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Resident engineer signature	Date of approval
Resident engineer name	Phone number

**Required for Local Agency or Private Entity-Administered Project
Caltrans Oversight Engineer's Concurrence With Annual Certification of Compliance**

I, or personnel acting under my direction and supervision, have reviewed this Annual Certification of Compliance and concur that the project is in compliance with SWPPP or WPCP approved for the project, including approved SWPPP/WPCP amendments and applicable NPDES Permits.

Oversight engineer signature	Date of concurrence
Oversight engineer name	Phone number

Instructions

General Information

- Projects with either a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Program (WPCP) require an Annual Certification of Compliance by July 15th of each year.
- Document the project site inspection for annual certification on form CEM-2030, "Stormwater Site Inspection Report."
- A legally responsible person (LRP) or a signatory approved by the LRP must certify the Stormwater Pollution Prevention Plan Annual Certification of Compliance.
 - For Caltrans, the LRP is the district director. The LRP may authorize the project resident engineer to be the approved signatory.
 - For a local agency, the LRP is either a principal executive officer or ranking elected official. The local agency's LRP may authorize the project resident engineer to be the approved signatory. If the local agency's LRP has not approved the local agency's resident engineer to be an approved signatory then the local agency's LRP must sign in the resident engineer signature box of the Annual Certification of Compliance.
 - For a private entity performing work in the state right-of-way under an encroachment permit, the LRP must be one of the following:
 - For a corporation—a responsible corporate officer.
 - For a partnership or sole proprietorship—a general partner or the proprietor, respectively.
 - The private entity's LRP may not authorize an approved signatory.
- File a completed copy of this form in SWPPP/WPCP file category 20.70, Annual Certification of Compliance.
- This form is used for Annual Certification as well as replaces form CEM-2001.

Form

Contract Number/Co/Rte/PM

For local agency encroachment permit projects, write the encroachment permit number in the Contract Number field.

Project Identifier Number

Caltrans projects starting July 1, 2010, will have a Project Identifier Number (PIN). For projects without a PIN, write "N/A" in the field.

WDID Number

For projects that have Water Pollution Control Program, enter "WPCP" in this field.

SWPPP Projects Site Risk Level

Check the box for the appropriate SWPPP risk level, or N/A for projects residing in the Lake Tahoe Hydrologic Unit, or N/A for projects that have Water Pollution Control Program.

APPENDIX I
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

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

GENERATOR NAME _____
ADDRESS _____ 24 HR. PHONE () _____
CITY _____ STATE _____ ZIP _____
EPA ID NO. _____ MANIFEST DOCUMENT NO. _____
EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / /

CONTENTS, COMPOSITION _____
PROPER DOT SHIPPING NAME _____
TECHNICAL NAME (S) _____
UNNA 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 DATE MO DAY YR	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
D	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"/>	
D	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
D	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
E	ACTIONS TAKEN		
F	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____			
<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____			
<input type="checkbox"/> NOTKNOWN (explain) _____			
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
REPORTING FACILITY REPRESENTATIVE (print or type) _____			
SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____			

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX J
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Sewer and AC Water Group 697A (Project), WBS number B-00346, B-15207, Bid No. K-19-1757-DBB-3.**
- B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Sewer and AC Water Group 697A** (Maintenance Requirements). The performance of the terms of this LTMMA shall commence immediately upon completion of performance of the Construction Contract.
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

INTRODUCTORY PROVISIONS

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1** of Attachment E and **Section 802** of the Construction Contract and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK (**Part 1, Part 8, and Part 10**) except as otherwise stated in this LTMMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Re-vegetation Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:
 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project’s Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City. The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City’s approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning. The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for 25 months. A copy of the approval form is attached as **Exhibit B**.
- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTMMA.
- 1.5. License.** The Contractor shall hold the following licenses in good standing:
- 1.5.1. **C-27** State Contractor's License.
 - 1.5.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.
 - 1.5.2. Pest Control Advisor's License.
 - 1.5.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
 - 1.5.3. Registration with the County Agriculture Commission.
 - 1.5.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
 - 1.5.5. City of San Diego Business License.
- Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C**.
- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator.** **PUBLIC WORKS CONTRACTING (PWC)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one

located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.

- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SETION 3: WORK SITE MAINTENANCE

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

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

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

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

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project

Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

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

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

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$41,600.00.** (Contract Price).
- 4.2. Prevailing Wage Requirements.** The Prevailing Wages requirements in accordance with **Attachment D** of this Construction Contract are hereby incorporated by this reference.
- 4.3. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.4. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
 - 1.4.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
 - 1.4.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

- 1.4.3. The Contractor has provided a final work summary report to the City.
- 1.4.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

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

- 1.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.
- 1.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in Section 7-3, "INSURANCE" of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

1.2.1. Obtain insurance certificates reflecting evidence of insurance:

- 1. Commercial General Liability
- 2. Commercial Automobile Liability
- 3. Worker's Compensation

1.2.2. Confirm that all policies contain the specific provisions required in Section 7-3, "INSURANCE."

The Contractor shall submit copies of any policy upon request by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the following standard provisions:
- 1.2.1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
 - 1.2.2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
 - 1.2.3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
 - 1.2.4. WHITEBOOK, Section 7-13.6.1, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
 - 1.2.5. WHITEBOOK, Section, 7-13.7, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts).
 - 1.2.6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code).
 - 1.2.7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63).
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

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

AT LEAST 1 PARAGRAPH OF THIS LTRMC MUST BE ON SAME PAGE SIGNATURES.

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

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in pursuant to Municipal Code §22.3102 authorizing such execution..

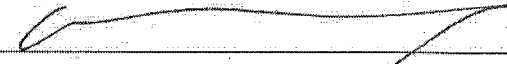
Dated this 6TH day of February, 2019.

THE CITY OF SAN DIEGO

By: 

Stephen Samara
Principal Contract Specialist
Public Works Department

I HEREBY CERTIFY I can legally bind **Burtech Pipeline Incorporated** and that I have read this entire contract, this 27th day of November, 2018.

By: 

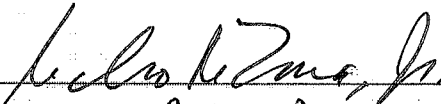
Printed Name: DOMINIC J. BURTECH

Title: President & CEO

I HEREBY APPROVE the form of the foregoing Contract this

8th day February of 2019.

Mara W. Elliott, City Attorney

By: 

Printed Name: Pedro De Lara, Jr.
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **38131-1-D** through **38131-21-D**, which are incorporated into this Contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this Contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

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

detrimental seepage into existing underground improvements and to existing structures.

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

valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.

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

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

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

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

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

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

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

1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

D. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.

3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

E. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

- G. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the City within 4 Days of the loss of plant material due to any cause.
1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
 2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
 3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor.
- H. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- I. Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ESTABLISHES THE
COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2015 WHITEBOOK,
SECTION 802**

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number:_____

Name of License Holder:_____

Expiration Date:_____

City of San Diego Business License Number:_____

Expiration Date:_____

APPENDIX K
SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

APPENDIX L
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

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

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

Note 2:

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

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

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

APPENDIX M
SAMPLE OF PUBLIC NOTICE



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.
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• This work is anticipated to be complete in your community by December 2016.

How your neighborhood may be impacted:

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• 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

APPENDIX N

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

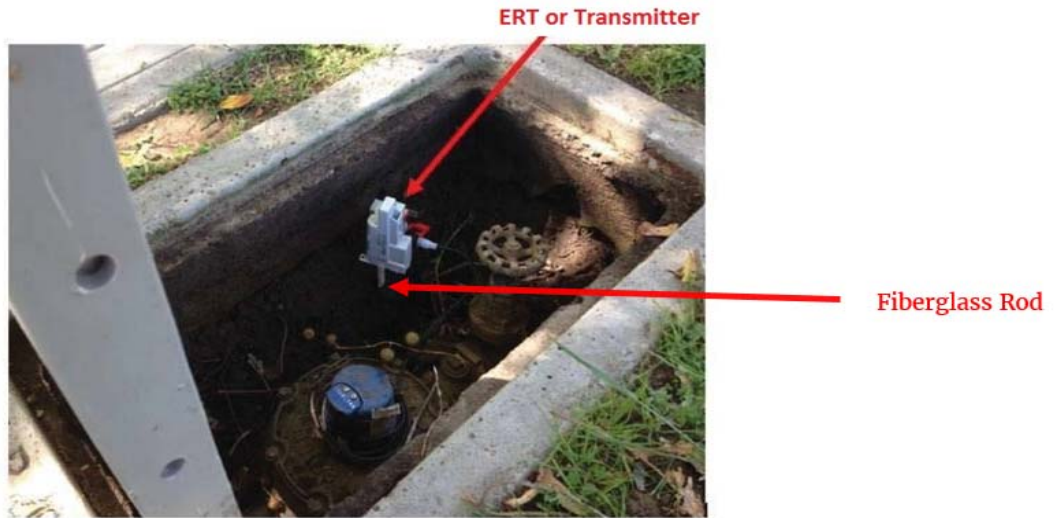


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

APPENDIX O
SAMPLE CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

Appendix O

City of San Diego
Asphalt Concrete Overlay
Contractor's Daily Quality Control Inspection Report

Project Title: _____ Date: _____

Locations: 1. _____
2. _____
3. _____

Asphalt Mix Specification: Attached Supplier: _____

Dig out Locations: 1. _____
2. _____
3. _____

Tack Coat Application Rate @ Locations:
1. _____
2. _____
3. _____

Asphalt Temperature at Placement @ Locations:
1. _____
2. _____
3. _____

Asphalt Depth @Locations:
1. _____
2. _____
3. _____

Compaction Test Result @Locations:
1. _____
2. _____
3. _____

Location and nature of defects:

1. _____
2. _____
3. _____

Remedial and Corrective Actions taken or proposed for Engineer's approval:

1. _____
2. _____
3. _____

Date's City Laboratory representative was present:

1. _____
2. _____
3. _____

Verified the following:

1. Proper Storage of Materials & Equipment
2. Proper Operation of Equipment
3. Adherence to Plans and Specs
4. Review of QC Tests
5. Safety Inspection

Initials:

- _____
- _____
- _____
- _____
- _____

Deviations from QCP _____ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Burtech Pipeline Incorporated, herein called "Contractor" for construction of **Sewer and AC Water Group 697A**; Bid No. **K-19-1757-DBB-3** in the amount of **Four Million Nine Hundred Ten Thousand Six Hundred Eighty Two Dollars and Six Cents (\$4,910,682.06)** which is comprised of the Base Bid alone.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **Sewer and AC Water Group 697A** on file in the office of the Public Works Department as Document No. **B-00346, B-15207**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer and AC Water Group 697A, K-19-1757-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney

By 

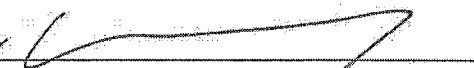
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Pedro DeLara, Jr.
Deputy City Attorney

Date: 2/6/2019

Date: 2/8/19

CONTRACTOR

By 

Print Name: DOMINIC J. BURTECH
Burtech Pipeline Incorporated

Title: President & CEO

Date: November 27, 2018

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

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.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "Americans With Disabilities Act", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – 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 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 CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Sewer and AC Water Group 697A

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-19-1757-DBB-3**; SAP No. **B-00346, B-15207** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB [ⓐ]	WHERE CERTIFIED [ⓑ]	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

ALTERNATE A

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCT OR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNER SHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	NONE							
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| City of Los Angeles | LA | State of California | CA |
| U.S. Small Business Administration | SBA | | |

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

ALTERNATE B

ADDITIVE/ DEDUCTIVE ALTERNATE	NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCT OR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNER SHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	NONE							
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- | | | | |
|--|------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS |
| City of Los Angeles | LA | State of California | CA |
| U.S. Small Business Administration | SBA | | |

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

ELECTRONICALLY SUBMITTED FORMS

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

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

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. LIST OF TIERED SUBCONTRACTORS (OTHER THAN FIRST TIER)**

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

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED as Principal, and NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled


SEWER AND AC WATER GROUP 697A


NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 25TH day of SEPTEMBER, 2018

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NORTH AMERICAN
SPECIALTY INSURANCE COMPANY (SEAL)
(Surety)

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

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

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On 10/9/18 before me, Arthur P. Arquilla, Notary Public
(Here insert name and title of the officer)

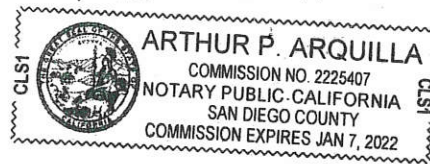
personally appeared Dominic Burtch
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

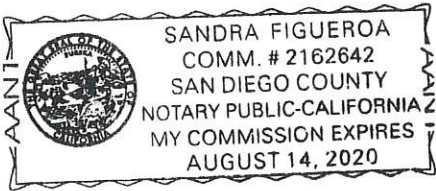
CIVIL CODE § 1189

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 9/25/2018 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *Sandra Figueroa*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MARK D. IATAROLA, AND SANDRA FIGUEROA

HELEN E. WHEALDON

JOINTLY OR SEVERALLY

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

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

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

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

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



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



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

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 12 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of SEPTEMBER, 2018.

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

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
	NONE				

Contractor Name: BURTECH PIPELINE INCORPORATED

Certified By DOMINIC J. BURTECH Title PRESIDENT & CEO
Name

 Date 10/24/18
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name BURTECH PIPELINE INCORPORATED	DBA BURTECH PIPELINE INCORPORATED		
Street Address 102 SECOND STREET,	City ENCINITAS,	State CA	Zip 92024
Contact Person, Title Dominic Burtech, President & CEO	Phone (760) 634-2822	Fax (760) 634-2415	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

DOMINIC J. BURTECH	PRESIDENT & CEO
Name	Title/Position
ENCINITAS, CALIFORNIA	
City and State of Residence	Employer (if different than Bidder/Proposer)
51%	
Interest in the transaction	

JULIE J. BURTECH	EXEC. VP & SECRETARY
Name	Title/Position
ENCINITAS, CALIFORNIA	
City and State of Residence	Employer (if different than Bidder/Proposer)
49%	
Interest in the transaction	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Dominic J. Burtech, President & CEO		10/24/18
Print Name, Title	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor - regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>NuLine Technologies, LLC</u> Address: <u>102 Second Street Ste. B</u> City: <u>Encinitas</u> State: <u>CA</u> Zip: <u>92024</u> Phone: <u>(760) 634-5153</u> Email: <u>fdurazo@nulinetech.net</u>	Constructor	100003808	A 997520	Cleaning, CCTV Inspection, Sewer Main Rehabilitation and Service Lateral Connections
Name: <u>California Asphalt Paving & Grading</u> Address: <u>674 Alagria Place</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91902</u> Phone: <u>(619) 890-0826</u> Email: <u>capavingandgrading@gmail.com</u>	Constructor	1000053679	A 1022053	Asphalt Paving Scopes
Name: <u>OldCastle Infrastructure</u> Address: <u>10441 Vine Street,</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(909) 428-3700</u> Email: <u>robert.lara@oldcastle.com</u>	Constructor	1000005884	A 891107	Sewer Manholes
Name: <u>Safe-T-Lite</u> Address: <u>1215 N. Marshall Ave.</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92020</u> Phone: <u>(619) 441-3644</u> Email: <u>bob@hudsonsafetlite.com</u>	Designer	1000004051	A 788289	Traffic Control Plans

**** USE ADDITIONAL FORMS AS NECESSARY ****

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor - regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>McGrath Consulting</u> Address: <u>PO Box 2488</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>(619) 443-3811</u> Email: <u>estimating@mcswwpp.com</u>	Designer	1000037165	QSD# 20194	WPCP Development
Name: <u>YBS Concrete Inc.</u> Address: <u>PO Box 1197</u> City: <u>Bonita</u> State: <u>CA</u> Zip: <u>91908</u> Phone: <u>(619) 271-6122</u> Email: <u>ybsconcreteincorp@gmail.com</u>	Constructor	1000005182	885270 C-8	Concrete Works
Name: <u>Alvarez and Shaw Inc.</u> Address: <u>PO Box 1110</u> City: <u>Lakeside</u> State: <u>CA</u> Zip: <u>92040</u> Phone: <u>(619) 454-2484</u> Email: <u>dshaw@alvarezandshaw.com</u>	Constructor	1000052129	A 986171	Partial items 55-58, 70-76, 83
Name: <u>Mocon</u> Address: <u>49-950 Jefferson St. Ste. C-200</u> City: <u>Indio</u> State: <u>CA</u> Zip: <u>92201</u> Phone: <u>(760) 564-2536</u> Email: <u>rob@moconcorp.com</u>	Constructor	1000009594	A 565735	Pipe Bursting

**** USE ADDITIONAL FORMS AS NECESSARY ****

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor - regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>Rectrucking Inc.</u> Address: <u>1128 2nd Avenue</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91911</u> Phone: <u>(619) 392-9688</u> Email: <u>rectrucking.inc@gmail.com</u>	Constructor	100058932	ELBE	Trucking; DMV MCP CA# 439696
Name: <u>American Asphalt South, Inc.</u> Address: <u>14436 Santa Ana Ave.</u> City: <u>Fontana</u> State: <u>CA</u> Zip: <u>92337</u> Phone: <u>(909) 427-8276</u> Email: <u>lyles@americanasphaltsouth.com</u>	Constructor	100000645	784969	Slurry Sealing
Name: <u>Natures Image</u> Address: <u>20361 Hermana Circle</u> City: <u>Lake Forest</u> State: <u>CA</u> Zip: <u>92630</u> Phone: <u>(949) 680-4400</u> Email: <u>bcalley@naturesimage.net</u>	Constructor	1000003271	A 720513	Bid Items 101 & 102
Name: <u>Laguna Mountain Environmental</u> Address: <u>7969 Engineer Road Ste. 208</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92111</u> Phone: <u>(858) 505-8164</u> Email: <u>laguna@lagunaenv.com</u>	Constructor	1000030281	ELBE	Archaeological, Paleontological & Native American Monitoring

**** USE ADDITIONAL FORMS AS NECESSARY ****

SUBCONTRACTOR LISTING
(OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any Subcontractor - regardless of tier - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.**

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>Two Rivers Strategies</u> Address: <u>9820 Alto Drive</u> City: <u>La Mesa</u> State: <u>CA</u> Zip: <u>91941</u> Phone: <u>(619) 726-2179</u> Email: <u>reema@tworiverspr.com</u>	Constructor	N/A	ELBE	Community Liaison
Name: <u>Sutherlin Contracting Inc.</u> Address: <u>2007 Muira Lane</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92019</u> Phone: <u>(619) 588-8895</u> Email: <u>ksuthe4187@aol.com</u>	Constructor	1000008101	787127	Traffic Loops
Name: <u>LSI Road Marking</u> Address: <u>PO Box 2426</u> City: <u>El Cajon</u> State: <u>CA</u> Zip: <u>92021</u> Phone: <u>(619) 443-7755</u> Email: <u>christian@lsiroadmarking.com</u>	Constructor	1000003495	775886 C-32	Striping Works
Name: <u>T&D Services, Inc.</u> Address: <u>PO Box 609</u> City: <u>Murrieta</u> State: <u>CA</u> Zip: <u>92564</u> Phone: <u>(951) 304-1190</u> Email: <u>kyleev@trenchless.biz</u>	Constructor	1000033990	A 900732	Jack & Bore

**** USE ADDITIONAL FORMS AS NECESSARY ****

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533- 4491

ADDENDUM A



FOR

SEWER AND AC WATER GROUP 697A

BID NO.:	<u>K-19-1757-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-00346, B-15207</u>
CLIENT DEPARTMENT:	<u>2000</u>
COUNCIL DISTRICT:	<u>3, 8</u>
PROJECT TYPE:	<u>JA, KB</u>

BID DUE DATE:

**2:00 PM
OCTOBER 24, 2018**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

James Nagelvoort, Director
Public Works Department

Dated: *October 9, 2018*
San Diego, California

JN/AJ/ss

City of San Diego

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM B



FOR

SEWER AND AC WATER GROUP 697A

BID NO.: K-19-1757-DBB-3
SAP NO. (WBS/IO/CC): B-00346, B-15207
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 3, 8
PROJECT TYPE: JA, KB

BID DUE DATE:

**2:00 PM
OCTOBER 24, 2018**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



For City Engineer

10/10/18
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. INSTRUCTIONS TO BIDDERS

1. To Item 1, Prequalification of Contractors, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities

must have been prequalified for the total amount proposed.

1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.

1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.

1.4. Complete information and links to the on-line prequalification application are available at:

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

1.5. 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™](#).

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, Section 7, Responsibilities of the Contractor, page 45, **ADD** the following:

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.

7-3.5.4 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.

D. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
<u>Main Bid</u>	<u>237110</u>	<u>Handling and Disposal of Non-friable Asbestos Material</u>	<u>LF</u>	<u>3421</u>	<u>306-3.3.4.5</u>

James Nagelvoort, Director
Public Works Department

Dated: *October 11, 2018*
San Diego, California

JN/AJ/ss

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 102 Second Street
 Encinitas, CA 92024
 United States
Respondee BUDDY AQUINO
Respondee Title ESTIMATOR
Phone 760-634-2822 Ext.
Email buddy@burtechpipeline.com
Vendor Type PQUAL,CADIR,Local
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted October 24, 2018 1:17:19 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 155896
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosures of Business Interests	Mandatory Disclosures of Business Interests Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Subcontractor Listing	Subcontractor Listing.pdf	LIST OF TIERED SUBCONTRACTORS (OTHER THAN FIRST TIER)
sub Additive Deductive Alternates	K-19-1757-DBB-3 - Sub Additive Deductive Alternate.pdf	ADDITIVE/DEDUCTIVE FORM
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$38,000.00	\$38,000.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$18,228.00	\$18,228.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
3	Archaeological and Native American Monitoring Program					
	541690	LF	1367.91	\$6.80	\$9,301.79	
4	Paleontological Monitoring Program					
	541690	LF	1608.96	\$5.35	\$8,607.94	
5	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$10,000.00	\$10,000.00	
6	Paleontological Mitigation and Excavation					
	541690	CY	2710	\$1.15	\$3,116.50	
7	Caltrans Encroachment Permit (EOC Type I)					
	237310	AL	1	\$9,000.00	\$9,000.00	
8	WPCP Development					
	541330	LS	1	\$700.00	\$700.00	
9	WPCP Implementation					
	237990	LS	1	\$5,000.00	\$5,000.00	
10	Video Recording of Existing Conditions					
	238990	LS	1	\$2,000.00	\$2,000.00	
11	Exclusive Community Liaison Services					
	541820	LS	1	\$23,500.00	\$23,500.00	
12	Mobilization					
	237110	LS	1	\$115,000.00	\$115,000.00	
13	Field Orders (EOC Type II)					
		AL	1	\$150,000.00	\$150,000.00	
14	Cold Mill AC Pavement (2 inch)					
	237310	SF	6432	\$0.94	\$6,046.08	
15	Cold Milling Full Width (3 inch)					
	237310	SF	33300	\$0.95	\$31,635.00	
16	Asphalt Pavement Repair					
	237310	TON	20	\$465.00	\$9,300.00	
17	Rubber Polymer Modified Slurry (RPMS) Type III					
	237310	SF	55100	\$0.60	\$33,060.00	
18	Rubber Polymer Modified Slurry (RPMS) Type II					
	237310	SF	55100	\$0.53	\$29,203.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
19	Pavement Restoration Adjacent to Trench					
	237310	SF	393	\$15.00	\$5,895.00	
20	Asphalt Concrete Overlay (2 Inch)					
	237310	TON	106	\$136.00	\$14,416.00	
21	Asphalt Concrete Overlay (3 Inch)					
	237310	TON	599	\$136.00	\$81,464.00	
22	Adjust Existing Gate Valve Frame and cover to Grade					
	237310	EA	2	\$800.00	\$1,600.00	
23	Adjust Existing Manhole Frame and cover to Grade					
	237310	EA	3	\$1,000.00	\$3,000.00	
24	Adjust Survey Monument to Grade					
	237310	EA	1	\$1,000.00	\$1,000.00	
25	Concrete Pavement (7.5 Inch thick)					
	238910	CY	427	\$570.00	\$243,390.00	
26	Pavement Fabric					
	237310	SY	4447	\$5.50	\$24,458.50	
27	Clearing and Grubbing					
	238910	LS	1	\$5,000.00	\$5,000.00	
28	Remove Existing Driveway					
	237310	SF	160	\$6.00	\$960.00	
29	Install New Sidewalk per SDG-155, Non-Contiguous					
	237310	SF	160	\$15.00	\$2,400.00	
30	Install New Curb (6-inch curb, Type G) per SDG-150					
	237310	LF	20	\$30.00	\$600.00	
31	Continental Crosswalks					
	237310	SF	1600	\$3.80	\$6,080.00	
32	Striping					
	237310	LS	1	\$4,300.00	\$4,300.00	
33	Alley Apron					
	237310	SF	320	\$21.50	\$6,880.00	
34	Crack Seal					
	237310	LB	1075	\$19.50	\$20,962.50	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
35	Additional Curb and Gutter Removal and Replacement					
	237310	LF	40	\$65.00	\$2,600.00	
36	Additional Sidewalk Removal and Replacement					
	237310	SF	150	\$15.00	\$2,250.00	
37	Curb Ramp (Type C-2) with Detectable Warning Tiles					
	237310	EA	3	\$3,800.00	\$11,400.00	
38	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	1	\$3,600.00	\$3,600.00	
39	Chain Link Gate					
	238990	EA	2	\$5,400.00	\$10,800.00	
40	Chain Link Fence					
	238990	LF	60	\$100.00	\$6,000.00	
41	Cross Gutter					
	237310	SF	200	\$25.00	\$5,000.00	
42	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles					
	237310	EA	2	\$3,000.00	\$6,000.00	
43	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles					
	237310	EA	1	\$3,700.00	\$3,700.00	
44	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles					
	237310	EA	1	\$4,000.00	\$4,000.00	
45	Removal or Abandonment of Existing Water Facilities					
	237110	LF	305	\$5.00	\$1,525.00	
46	Abandon Existing Manhole Outside of Trench Limit					
	237110	EA	6	\$2,500.00	\$15,000.00	
47	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit					
	237110	LF	524	\$10.00	\$5,240.00	
48	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit					
	237110	LF	202	\$10.00	\$2,020.00	
49	Abandon and Fill Existing Sewer Main (10 Inch) Outside of the Trench Limit					
	237110	LF	1234	\$10.00	\$12,340.00	
50	Additional Bedding					
	237110	CY	145	\$1.00	\$145.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
51	Water Main (8 Inch, Class 305)					
	237110	LF	2005	\$110.00	\$220,550.00	
52	Water Main (12 Inch, DR14, Class 305)					
	237110	LF	305	\$143.00	\$43,615.00	
53	Water Main (12 Inch, Class 305)					
	237110	LF	1106	\$134.00	\$148,204.00	
54	Handling and Disposal of Non-Friable Asbestos Material					
	237110	LF	3421	\$10.00	\$34,210.00	
55	Sewer Main (8 Inch)					
	237110	LF	607	\$158.00	\$95,906.00	
56	Sewer Main (10 Inch)					
	237110	LF	995	\$195.00	\$194,025.00	
57	Sewer Main (12 Inch)					
	237110	LF	570	\$160.00	\$91,200.00	
58	Sewer Main (8 Inch, SDR-26)					
	237110	LF	263	\$300.00	\$78,900.00	
59	Trench Shoring					
	237110	LS	1	\$75,000.00	\$75,000.00	
60	Gate Valve (8 Inch)					
	237110	EA	8	\$2,200.00	\$17,600.00	
61	Gate Valve (12 Inch)					
	237110	EA	7	\$3,400.00	\$23,800.00	
62	Fire Hydrant Assembly and Marker (6 Inch)					
	237110	EA	6	\$6,900.00	\$41,400.00	
63	Water Service (1 Inch)					
	237110	EA	54	\$2,900.00	\$156,600.00	
64	Water Service (2 Inch)					
	237110	EA	1	\$4,200.00	\$4,200.00	
65	Water Service (4 Inch)					
	237110	EA	1	\$7,500.00	\$7,500.00	
66	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	2	\$4,000.00	\$8,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
67	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 150)					
	237110	EA	2	\$3,700.00	\$7,400.00	
68	Temporary Resurfacing					
	237310	TON	391	\$120.00	\$46,920.00	
69	Imported Backfill For Trench					
	237110	TON	235	\$10.00	\$2,350.00	
70	Manholes (4 ft x 3 ft)					
	237110	EA	18	\$10,000.00	\$180,000.00	
71	Manholes (5 ft x 3 ft)					
	237110	EA	4	\$13,000.00	\$52,000.00	
72	Connection to Existing Manhole and Rechanneling					
	237110	EA	5	\$6,000.00	\$30,000.00	
73	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	31	\$3,995.00	\$123,845.00	
74	Sewer Lateral and Cleanout (4 Inch, Alley)					
	237110	EA	7	\$2,600.00	\$18,200.00	
75	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)					
	237110	EA	8	\$4,000.00	\$32,000.00	
76	Sewer Main Cleanout					
	237110	EA	1	\$6,000.00	\$6,000.00	
77	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	2200	\$3.20	\$7,040.00	
78	Cleaning and Video Inspection of Existing Laterals					
	237110	EA	3	\$150.00	\$450.00	
79	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	4089	\$1.84	\$7,523.76	
80	Sewer Main by Jacking operation with Steel Casing (15 Inch, 36 Inch casing)					
	237110	LF	706	\$1,800.00	\$1,270,800.00	
81	Sewer Main by Jacking operation with Steel Casing (16 Inch, 36 Inch casing)					
	237110	LF	203	\$1,900.00	\$385,700.00	
82	Pipe Bursting (8-inch)					
	237110	LF	370	\$270.00	\$99,900.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
83	Sewer Main (16 Inch)					
	237110	LF	177	\$265.00	\$46,905.00	
84	Sewer Lateral Connection to Pipe Bursting					
	237110	EA	7	\$700.00	\$4,900.00	
85	Rehabilitate Sewer Main (6 Inch)					
	237110	LF	78	\$138.00	\$10,764.00	
86	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	120	\$112.00	\$13,440.00	
87	Point Repair for Existing Sewer Lateral (4 Inch)					
	237110	EA	1	\$6,000.00	\$6,000.00	
88	Point Repair for Existing Sewer Main (6 Inch)					
	237110	EA	1	\$6,000.00	\$6,000.00	
89	Point Repair for Existing Sewer Main (8 Inch)					
	237110	EA	1	\$6,000.00	\$6,000.00	
90	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth					
	237110	EA	1	\$2,500.00	\$2,500.00	
91	Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth					
	237110	EA	2	\$3,000.00	\$6,000.00	
92	Service Lateral Connection					
	237110	EA	3	\$2,250.00	\$6,750.00	
93	Temporary Detection System					
	238210	EA	4	\$11,000.00	\$44,000.00	
94	Traffic Control					
	237310	LS	1	\$64,000.00	\$64,000.00	
95	Traffic Detector Loop and Appurtenance Modified Type E					
	237310	EA	5	\$690.00	\$3,450.00	
96	Traffic Detector Loop and Appurtenance Type E					
	237310	EA	5	\$720.00	\$3,600.00	
97	Pedestrian Barricade per 2015 Caltrans Standard Plan					
	237310	EA	2	\$825.00	\$1,650.00	
98	Pedestrian Barricade					
	237310	EA	4	\$700.00	\$2,800.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
99	Clearing and Grubbing					
	238910	LS	1	\$10,000.00	\$10,000.00	
100	Construction Fencing and Access Route					
	237310	LS	1	\$10,000.00	\$10,000.00	
101	Revegetation and Erosion Control					
	561730	LS	1	\$51,000.00	\$51,000.00	
102	25-Month Revegetation Maintenance and Monitoring Program					
	541330	LS	1	\$41,600.00	\$41,600.00	
103	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LS	1	\$5,000.00	\$5,000.00	
104	Temporary Resurfacing for High-lining					
	237110	TON	198	\$120.00	\$23,760.00	
105	Pavement Restoration for Final Connection					
	237110	SF	700	\$20.00	\$14,000.00	
				Subtotal	\$4,910,682.06	
	Alternate A					
106	Furnished Materials for Contractor High-line Work					
	237110	LS	1	\$5,000.00	\$5,000.00	
107	High-lining Installation by the Contractor					
	237110	LS	1	\$54,000.00	\$54,000.00	
108	High-lining Removed by the Contractor					
	237110	LS	1	\$6,000.00	\$6,000.00	
109	Contractor Furnished Materials for the City Forces High-line Work					
	237110	LS	1	(\$5,000.00)	(\$5,000.00)	
				Subtotal	\$60,000.00	
	Alternate B					
110	Connections to The Existing System by Contractor (6 Inch through 12 Inch)					
	237110	EA	11	\$6,500.00	\$71,500.00	
111	Cut and Plug by Contractor					
	237110	EA	11	\$6,500.00	\$71,500.00	
				Subtotal	\$143,000.00	
				Total	\$5,113,682.06	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
McGrath Consulting PO BOX 2488 EI Cajon, CA 92021 United States	Item 8 - WPCP Development	QSP	1000037165	\$600.00	ELBE,SDB

Sewer and AC Water Group 697A (K-19-1757-DBB-3), bidding on October 24, 2018 2:00 PM (Pacific)

Printed 10/24/2018

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
Laguna Mountain Environmental, Inc. 7969 Engineer Road, Suite 208 San Diego, CA 92111 United States	Bid Items 3-6 for Archeological, Paleontological and Native American Monitoring	N/A	1000030281	\$28,303.00	CAU,MALE,ELBE,LGBT,CADIR
HUDSON SAFE-T-LITE RENTALS 777 GABLE WAY EL CAJON, CA 92020 United States	Traffic Control Plans	788289	1000004051	\$3,325.00	SLBE
Nu-Line Technologies, LLC 102 Second Street, Suite B Encinitas, CA 92024 United States	CCTV, Cleaning, Rehabilitation of Mains and Service Lateral Connections	997520	1000003808	\$40,272.40	FEM,MBE,CADIR,WBE
California Asphalt Paving and Grading 674 Alagria pl. Chula Vista, CA 91910 United States	Asphalt Paving Scopes	1033358	1000053679	\$352,632.62	ELBE,LAT,MALE
Oldcastle Precast Inc 10441 Vine Street Lakeside, CA 92040 United States	Sewer Manholes	891107	1000005884	\$97,450.00	CADIR
Natures Image 20361 Hermana Circle Lake Forest, CA 92630 United States	Revegetation, erosion control and 25-Month Maintenance & Monitoring	720513	1000003271	\$66,527.72	CAU,FEM,CADIR,WBE,WOSB,PQUAL
Luzaich Striping, Inc. dba LSI Road Marking P.O. Box 2426 El Cajon, CA 92021 United States	Striping Works	775886	1000003495	\$8,950.00	PQUAL
Sutherland Contracting, Inc. 2007 Muira Lane El Cajon, CA 92019 United States	Bid Items 93, 95 & 96 for Traffic Loops	787127	1000008101	\$45,625.00	PQUAL,SLBE
Mocon Corp 49950 Jefferson St Ste C-200 Indio, CA 92201 United States	Pipe Bursting	565735	1000009594	\$32,750.00	
Two Rivers Strategies 9820 Alto Dr. La Mesa, CA 91941 United States	Community Liaison	ELBE	none	\$20,400.00	FEM,ELBE,MBE,WOSB
YBS CONCRETE INC. PO BOX 1197 CHULA VISTA, CA 91911 United States	Curb Ramps, Sidewalks, Curb & Gutter, Driveways and Concrete Pavement	885270	1000005182	\$214,190.00	LAT,MALE,SLBE,CADIR
Rectrucking inc 1128 2nd ave Chula vista, CA 91911 United States	Trucking; DMV MCP CA# 439696	DMV MCP CA#439696	1000058932	\$42,000.00	ELBE,LAT,MALE
J D Barlow Construction LLC 31919 Haleblan Rd Menifee, CA 92584 United States	Jack & Bore	863762	1000049194	\$847,200.00	CAU,MALE,DBE,CADIR
American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	Slurry Sealing	784969	1000000645	\$54,273.50	CAU,MALE,CADIR,PQUAL
Alvarez And Shaw, Inc 13080 Hwy 8 Business el cajon, CA 92021 United States	Partial Bid Items 55-58, 70-76 & 83	986171	1000052129	\$425,000.00	LAT,MALE,ELBE,DBE,MBE,CADIR,SD B

(Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Burtech Pipeline Incorporated - Unit Price	Burtech Pipeline Incorporated - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$38,000.00	\$38,000.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	2-11.1.6	AL	1	\$18,228.00	\$18,228.00
3	Main Bid	541690	Archaeological and Native American Monitoring Program	6-3.2.2.1	LF	1367.91	\$6.80	\$9,301.79
4	Main Bid	541690	Paleontological Monitoring Program	6-3.2.3.1	LF	1608.96	\$5.35	\$8,607.94
5	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-3.2.4.1	AL	1	\$10,000.00	\$10,000.00
6	Main Bid	541690	Paleontological Mitigation and Excavation	6-3.2.5.1	CY	2710	\$1.15	\$3,116.50
7	Main Bid	237310	Caltrans Encroachment Permit (EOC Type I)	7-5.3	AL	1	\$9,000.00	\$9,000.00
8	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$700.00	\$700.00
9	Main Bid	237990	WPCP Implementatio n	7-8.6.4.2	LS	1	\$5,000.00	\$5,000.00
10	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$2,000.00	\$2,000.00
11	Main Bid	541820	Exclusive Community Liaison Services	7-16.4	LS	1	\$23,500.00	\$23,500.00

12	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$115,000.00	\$115,000.00
13	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$150,000.00	\$150,000.00
14	Main Bid	237310	Cold Mill AC Pavement (2 inch)	302-1.12	SF	6432	\$0.94	\$6,046.08
15	Main Bid	237310	Cold Milling Full Width (3 inch)	302-1.12	SF	33300	\$0.95	\$31,635.00
16	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	20	\$465.00	\$9,300.00
17	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	55100	\$0.60	\$33,060.00
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	55100	\$0.53	\$29,203.00
19	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	393	\$15.00	\$5,895.00
20	Main Bid	237310	Asphalt Concrete Overlay (2 Inch)	302-5.9	TON	106	\$136.00	\$14,416.00
21	Main Bid	237310	Asphalt Concrete Overlay (3 Inch)	302-5.9	TON	599	\$136.00	\$81,464.00
22	Main Bid	237310	Adjust Existing Gate Valve Frame and cover to Grade	301-1.7	EA	2	\$800.00	\$1,600.00
23	Main Bid	237310	Adjust Existing Manhole Frame and cover to Grade	301-1.7	EA	3	\$1,000.00	\$3,000.00

24	Main Bid	237310	Adjust Survey Monument to Grade	301-1.8.1	EA	1	\$1,000.00	\$1,000.00
25	Main Bid	238910	Concrete Pavement (7.5 Inch thick)	302-6.8	CY	427	\$570.00	\$243,390.00
26	Main Bid	237310	Pavement Fabric	302-7.4	SY	4447	\$5.50	\$24,458.50
27	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$5,000.00	\$5,000.00
28	Main Bid	237310	Remove Existing Driveway	303.5.9	SF	160	\$6.00	\$960.00
29	Main Bid	237310	Install New Sidewalk per SDG-155, Non-Contiguous	303-5.9	SF	160	\$15.00	\$2,400.00
30	Main Bid	237310	Install New Curb (6-inch curb, Type G) per SDG-150	303-5.9	LF	20	\$30.00	\$600.00
31	Main Bid	237310	Continental Crosswalks	314-4.4.6	SF	1600	\$3.80	\$6,080.00
32	Main Bid	237310	Striping	314-4.4.6 and 314-4.6	LS	1	\$4,300.00	\$4,300.00
33	Main Bid	237310	Alley Apron	303-5.9	SF	320	\$21.50	\$6,880.00
34	Main Bid	237310	Crack Seal	302-14.5	LB	1075	\$19.50	\$20,962.50
35	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	40	\$65.00	\$2,600.00
36	Main Bid	237310	Additional Sidewalk Removal and Replacement	303-5.9	SF	150	\$15.00	\$2,250.00
37	Main Bid	237310	Curb Ramp (Type C-2) with Detectable Warning Tiles	303-5.10.2	EA	3	\$3,800.00	\$11,400.00
38	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	1	\$3,600.00	\$3,600.00

39	Main Bid	238990	Chain Link Gate	304-3.4	EA	2	\$5,400.00	\$10,800.00
40	Main Bid	238990	Chain Link Fence	304-3.4	LF	60	\$100.00	\$6,000.00
41	Main Bid	237310	Cross Gutter	303-5.9	SF	200	\$25.00	\$5,000.00
42	Main Bid	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	2	\$3,000.00	\$6,000.00
43	Main Bid	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	1	\$3,700.00	\$3,700.00
44	Main Bid	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	303-5.10.2	EA	1	\$4,000.00	\$4,000.00
45	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.3	LF	305	\$5.00	\$1,525.00
46	Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	306-3.3.3	EA	6	\$2,500.00	\$15,000.00
47	Main Bid	237110	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit	306-3.3.3	LF	524	\$10.00	\$5,240.00

48	Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	306-3.3.3	LF	202	\$10.00	\$2,020.00
49	Main Bid	237110	Abandon and Fill Existing Sewer Main (10 Inch) Outside of the Trench Limit	306-3.3.3	LF	1234	\$10.00	\$12,340.00
50	Main Bid	237110	Additional Bedding	306-15.1	CY	145	\$1.00	\$145.00
51	Main Bid	237110	Water Main (8 Inch, Class 305)	306-15.1	LF	2005	\$110.00	\$220,550.00
52	Main Bid	237110	Water Main (12 Inch, DR14, Class 305)	306-15.1	LF	305	\$143.00	\$43,615.00
53	Main Bid	237110	Water Main (12 Inch, Class 305)	306-15.1	LF	1106	\$134.00	\$148,204.00
54	Main Bid	237110	Handling and Disposal of Non-Friable Asbestos Material	306-3.3.4.5	LF	3421	\$10.00	\$34,210.00
55	Main Bid	237110	Sewer Main (8 Inch)	306-15.1	LF	607	\$158.00	\$95,906.00
56	Main Bid	237110	Sewer Main (10 Inch)	306-15.1	LF	995	\$195.00	\$194,025.00
57	Main Bid	237110	Sewer Main (12 Inch)	306-15.1	LF	570	\$160.00	\$91,200.00
58	Main Bid	237110	Sewer Main (8 Inch, SDR-26)	306-15.1	LF	263	\$300.00	\$78,900.00
59	Main Bid	237110	Trench Shoring	306-15.2	LS	1	\$75,000.00	\$75,000.00
60	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	8	\$2,200.00	\$17,600.00
61	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	7	\$3,400.00	\$23,800.00

62	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch)	306-15.6	EA	6	\$6,900.00	\$41,400.00
63	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	54	\$2,900.00	\$156,600.00
64	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	1	\$4,200.00	\$4,200.00
65	Main Bid	237110	Water Service (4 Inch)	306-15.8	EA	1	\$7,500.00	\$7,500.00
66	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	2	\$4,000.00	\$8,000.00
67	Main Bid	237110	Air and Vacuum (Air Release) Valve Assembly (1 Inch, Class 150)	306-15.8	EA	2	\$3,700.00	\$7,400.00
68	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	391	\$120.00	\$46,920.00
69	Main Bid	237110	Imported Backfill For Trench	306-15.12	TON	235	\$10.00	\$2,350.00
70	Main Bid	237110	Manholes (4 ft x 3 ft)	306-16.6	EA	18	\$10,000.00	\$180,000.00
71	Main Bid	237110	Manholes (5 ft x 3 ft)	306-16.6	EA	4	\$13,000.00	\$52,000.00
72	Main Bid	237110	Connection to Existing Manhole and Rechanneling	306-16.6	EA	5	\$6,000.00	\$30,000.00
73	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	306-17.2	EA	31	\$3,995.00	\$123,845.00
74	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Alley)	306-17.2	EA	7	\$2,600.00	\$18,200.00

75	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)	306-17.2	EA	8	\$4,000.00	\$32,000.00
76	Main Bid	237110	Sewer Main Cleanout	306-17.2	EA	1	\$6,000.00	\$6,000.00
77	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	2200	\$3.20	\$7,040.00
78	Main Bid	237110	Cleaning and Video Inspection of Existing Laterals	306-18.7	EA	3	\$150.00	\$450.00
79	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	4089	\$1.84	\$7,523.76
80	Main Bid	237110	Sewer Main by Jacking operation with Steel Casing (15 Inch, 36 Inch casing)	307-1.7	LF	706	\$1,800.00	\$1,270,800.00
81	Main Bid	237110	Sewer Main by Jacking operation with Steel Casing (16 Inch, 36 Inch casing)	307-1.7	LF	203	\$1,900.00	\$385,700.00
82	Main Bid	237110	Pipe Bursting (8-inch)	316-9	LF	370	\$270.00	\$99,900.00
83	Main Bid	237110	Sewer Main (16 Inch)	306-15.1	LF	177	\$265.00	\$46,905.00
84	Main Bid	237110	Sewer Lateral Connection to Pipe Bursting	316-9	EA	7	\$700.00	\$4,900.00

85	Main Bid	237110	Rehabilitate Sewer Main (6 Inch)	500-1.1.9	LF	78	\$138.00	\$10,764.00
86	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-1.1.9	LF	120	\$112.00	\$13,440.00
87	Main Bid	237110	Point Repair for Existing Sewer Lateral (4 Inch)	500-1.2.7	EA	1	\$6,000.00	\$6,000.00
88	Main Bid	237110	Point Repair for Existing Sewer Main (6 Inch)	500-1.2.7	EA	1	\$6,000.00	\$6,000.00
89	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	500-1.2.7	EA	1	\$6,000.00	\$6,000.00
90	Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	500-1.6.6	EA	1	\$2,500.00	\$2,500.00
91	Main Bid	237110	Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth	500-1.6.6	EA	2	\$3,000.00	\$6,000.00
92	Main Bid	237110	Service Lateral Connection	500-4.9	EA	3	\$2,250.00	\$6,750.00
93	Main Bid	238210	Temporary Detection System	601-6	EA	4	\$11,000.00	\$44,000.00
94	Main Bid	237310	Traffic Control	601-6	LS	1	\$64,000.00	\$64,000.00
95	Main Bid	237310	Traffic Detector Loop and Appurtenance Modified Type E	1.12 AND 70	EA	5	\$690.00	\$3,450.00

96	Main Bid	237310	Traffic Detector Loop and Appurtenance Type E	-1.12 AND 70	EA	5	\$720.00	\$3,600.00
97	Main Bid	237310	Pedestrian Barricade per 2015 Caltrans Standard Plan	701-2	EA	2	\$825.00	\$1,650.00
98	Main Bid	237310	Pedestrian Barricade	701-2	EA	4	\$700.00	\$2,800.00
99	Main Bid	238910	Clearing and Grubbing	802-5	LS	1	\$10,000.00	\$10,000.00
100	Main Bid	237310	Construction Fencing and Access Route	802-5	LS	1	\$10,000.00	\$10,000.00
101	Main Bid	561730	Revegetation and Erosion Control	802-5	LS	1	\$51,000.00	\$51,000.00
102	Main Bid	541330	25-Month Revegetation Maintenance and Monitoring Program	802-5	LS	1	\$41,600.00	\$41,600.00
103	Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.2	LS	1	\$5,000.00	\$5,000.00
104	Main Bid	237110	Temporary Resurfacing for High-lining	901-1.3	TON	198	\$120.00	\$23,760.00
105	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	700	\$20.00	\$14,000.00
							Subtotal	\$4,910,682.06
106	Alternate A	237110	Furnished Materials for Contractor High-line Work	900-1.2	LS	1	\$5,000.00	\$5,000.00

107	Alternate A	237110	High-lining Installation by the Contractor	901-1.3	LS	1	\$54,000.00	\$54,000.00
108	Alternate A	237110	High-lining Removed by the Contractor	901-1.3	LS	1	\$6,000.00	\$6,000.00
109	Alternate A	237110	Contractor Furnished Materials for the City Forces High-line Work	900-1.2	LS	1	(\$5,000.00)	(\$5,000.00)
							Subtotal	\$60,000.00
110	Alternate B	237110	Connections to The Existing System by Contractor (6 Inch through 12 Inch)	901-2.5	EA	11	\$6,500.00	\$71,500.00
111	Alternate B	237110	Cut and Plug by Contractor	901-2.5	EA	11	\$6,500.00	\$71,500.00
							Subtotal	\$143,000.00
							Total	\$5,113,682.06