# **City of San Diego**

CONTRACTOR'S NAME:

Southwest Pipeline and Trenchless Corp.

FAX NO.: (310) 329-0981

ADDRESS: 22118 Vermont Avenue, Torrance, CA 90502

e, CA 90502

TELEPHONE NO.: (310) 329-8717 x103

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491

A. Nour / A. Jaro / Lad

## **BIDDING DOCUMENTS**







FOR

## **PIPELINE REHABILITATION AP-1**

BID NO.:	K-19-1775-DBB-3
SAP NO. (WBS/IO/CC):	B-17064
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1
PROJECT TYPE:	JA

## THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

## **BID DUE DATE:**

2:00 PM AUGUST 16, 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:

Pal Suth 7/10/2018 For City Engineer 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 **Pipeline Rehabilitation AP-1.** 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: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$2,520,000**.
- 4. BID DUE DATE AND TIME ARE: AUGUST 16, 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 or C-34
- **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	6.0%
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- 2. ELBE participation 9.3%
- 3. Total mandatory participation **15.3%**
- **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 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. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

## 11. ADDITIVE/DEDUCTIVE ALTERNATES:

**11.1.** 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.

### INSTRUCTIONS TO BIDDERS

#### 1. **PREQUALIFICATION OF CONTRACTORS:**

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

#### http://www.sandiego.gov/cip/bidopps/prequalification.shtml

- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3.** 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 <u>PlanetBids</u><sup>™</sup>.
- 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: <a href="http://www.sandiego.gov/cip/bidopps/index.shtml">http://www.sandiego.gov/cip/bidopps/index.shtml</a> 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 and 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, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- **2.6. RECAPITULATION OF THE WORK**. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.
- 2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.
  - **2.7.1.** <u>Important Note</u>: 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 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
- 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") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	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 <u>https://www.sandiego.gov/publicworks/edocref/drawings</u>	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – <u>http://www.dot.ca.gov/des/oe/construction-contract-</u> <u>standards.html</u>	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) - <u>http://www.dot.ca.gov/trafficops/camutcd/</u>		PWPIO92816-07
<b>NOTE:</b> *Available online under Engineering Documents and References <u>http://www.sandiego.gov/publicworks/edocref/index.shtml</u>		

- **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:

**LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in 14.1. 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: <u>http://www.sandiego.gov/cip/</u>. 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 abovementioned 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.

Bond Number: 024235240 Premium: \$17,826.00

#### PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

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

#### <u>Conditions</u>:

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 September 14, 2018

Approved as to Form

Southwest Pipeline and Trenchless Corp Principal By JUSTIN P. DUCHAINEAU PRESIDENT/TREASURER/RMO

PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND Printed Name of TRENGILESS CORP.

Mara W. Elliott, City Attorney By **Deputy City Attorney** 

Liberty Mutual Insurance Company

INSI Suppty 1015 Noemi Quiroz, Attorney-in-fact

Approved:

aman By

Stephen Samara Principal Contract Specialist Public Works Department

790 The City Drive South, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(714) 634-5720

Local Telephone No. of Surety

Premium \$\_17,826.00\_

Bond No. 024235240

Pipeline Rehabilitation AP-1 Performance and Payment Bonds (Rev. June 2018) 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

) ) ss )

County of Los Angeles

On 9-14-19, before me, <u>Natalie K. Trofimoff, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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)</u>, 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.

NATALLE K. TROFIMOFF NOTARY PUBLIC - CALIFORNIA **SNG** LOS ANGELES COUNTY COMMISSION # 2127860 MY COMM. EXPIRES OCT. 22. 2019

Signature:

Natalie K. Trofimoff, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

## **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint. <u>Noemi Quiroz</u> of the Gite of the Gite of <u>Los Angeles</u>, state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surely bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: The City of San Diego

SS

Surety Bond Number: 024235240 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duty authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries

eresa Pastella, Notary

This Power of Attomey is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows;

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th\_day of September\_2018



## ATTACHMENTS

## ATTACHMENT A

## **SCOPE OF WORK**

## **SCOPE OF WORK**

- 1. **SCOPE OF WORK:** Construction of Pipeline Rehabilitation AP-1 project consists of rehabilitation of approximately 22,993 LF (4.36 miles) of existing VC sewer mains, 4.24 miles of existing 6-inch and 8-inch deteriorated VC sewer mains and 0.12 miles of VC sewer mains point repairs and rehab. The project also includes manhole rehabilitation, repair and installation of new manholes. Additionally, the project includes installation of new cleanouts in some locations, and rehabilitation of sewer laterals.
  - **1.1.** The Work shall be performed in accordance with:
    - **1.1.1.** The Notice Inviting Bids, Appendix F, Sewer Pipeline Rehabilitation and Street Resurfacing Maps and Traffic Control Plans numbered **40716-T1-D** through **40716-T5-D**, inclusive.
- 2. LOCATION OF WORK: The location of the Work is as follows:

#### See Appendix E, Location Map.

**3. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **155 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 ten 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

The particulars left blank in this sample, such as the total number of phases and the amounts assigned to each phase, will be completed with funding specific information from the Pre-Award Schedule and Construction Cost Loaded Schedule submitted to and approved by the City.

BID NUMBER: K-19-1775-DBB-3

CONTRACT OR TASK TITLE: Pipeline Rehabilitation AP-1

CONTRACTOR: Southwest Pipeline and Trenchless Corp.

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Work to be completed in phase 1 shall include all the construction activities associated with this contract and specifications.	Notice to Proceed	Notice Of Completion	\$ 2,027,181.79
			Contract Total	\$2,027,181.79

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.

 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

PRINT NAME:	Robert Hanna_
-	Construction Manager
Signature:	NEQ
Date: /	2/13/18
PRINT NAME:	
	Project Manager
Signature:	Hon
Date:	12/12/18

#### CONTRACTOR

PRINT NAME: Justin Buchaineau President Title: Signature-12/12/13 Date:

.

Pipeline Rehabilitation AP-1 Attachment B - Phased Funding Provisions (Rev. Oct. 2017) 24 | Page

## ATTACHMENT C

## INTENTIONALLY LEFT BLANK

## ATTACHMENT D

## **PREVAILING WAGES**

## **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 <u>http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm</u>. 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 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 sections1810 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:

Project Day Working Hours are 8:30 AM to 3:30 PM.

Project Night Working Hours are 9:00 PM to 5:00 AM

#### 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.
- **2-8 RIGHT-OF-WAY.** To the "WHITEBOOK", ADD the following:
  - 2. You shall be responsible for coordinating with property owners with timing and when access is provided through rights of entry and shall protect private improvements.

For entry to the open space on Pottery Park Drwy, contact Paul Kilburg at (619)-685-1327, <u>pkilburg@sandiego.gov</u>

For the work on The Children's School, 2225 Torrey Pines Ln, La Jolla, CA 92037, coordinate with Janice Benesch at (858) 454-0184 Ext. 104, <u>jbenesch@tcslj.org</u>, or John Fowler at 858-454-0184 Ext. 105, <u>jfowler@tcslj.org</u>. The work on this site shall take place from April 15, 2019 to April 19, 2019 during school's spring break.

- **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.

**2-16 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.

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".

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 3-5.1.5, "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**

- **4-1.3.3** Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.
- ADD:
- **4-1.3.3 Inspection of Items Not Locally Produced.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
  - 2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
  - 3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
    - At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.

- b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
- c) Federal Per Diem Rates can be determined at the location below: https://www.gsa.gov/portal/content/104877
- **4-1.3.5 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 later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at: http://www.sandiego.gov/publicworks/edocref/index.shtml

# **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.
  - 10. The City does not warrant accuracy or completeness of the location and type of existing utilities and substructures shown on the exhibits. You are responsible to accurately locate, by potholing or other suitable methods, all existing utilities such as service connections and substructures, regardless of being shown or not in exhibits, marked out by Underground Service Alert (USA) to prevent damage to such facilities and to identify any conflict with the proposed work.
- **5-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
  - g) Refer to **Appendix M** for more information on the protection of AMI devices.

# SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", items 5, 9, 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.
- 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 with Spend Curve 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

# **6-2.1 Moratoriums.** To the "WHITEBOOK", ADD the following:

- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to summer moratorium and Holiday moratorium near shopping area are listed here and shown on attachment.
  - a) Summer Moratorium at Beach: No construction activities on Torrey Pines Road between La Jolla Pky and Prospect Pl, from Memorial Day to Labor Day (inclusive).
  - b) Holiday Moratorium: No construction activities on La Jolla Shores Dr between La Jolla Pky and Vallecitos St, from Thanksgiving Day to New Year's Day (inclusive).
  - c) Work on Torrey Pine Rd, North of Pottery Park Drwy per 40716-T2-D, (Map 03, Appendix F), has the working hours as 8:30 AM to 3:30 PM.

# ADD:

# 6-3.2.1.1 Environmental Document.

1. The City of San Diego has prepared an **Addendum to A Mitigated Negative Declaration (AMND) No. 255100,** Project No. 599129 for **Pipeline Rehab AP-1**, as referenced in the Contract Appendix. You shall comply with all requirements of the **AMND** as set forth in **Appendix A.** 

- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-3.2.2** Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:
  - 4. The contractor will retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.
- **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.
- **6-7 TIME OF COMPLETION.** To the "WHITEBOOK", ADD the following:
  - 2. You shall complete all of sewer main work and the lateral reinstatements as verified by the Engineer by June 25, 2019. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.
- **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:

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

# 7-3.2.2 Commercial Automobile Liability Insurance.

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

## 7-3.2.3 Contractors Pollution Liability Insurance.

- 1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.
- 5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

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

# 7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.

- 1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.
- 2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
- 3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
- 4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract. Claims Made policies that shall continue to be maintained for 12 months after the completion of the Work under this Contract without advancing the retroactive date.
- 5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.
- **7-3.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

# 7-3.5 Policy Endorsements.

# 7-3.5.1 Commercial General Liability Insurance.

# 7-3.5.1.1 Additional Insured.

- 1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- 2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- 3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your Work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.
- 4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products, or
  - c) premises owned, leased, controlled, or used by you.
- **7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further,

it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.** The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit 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, 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 of the named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.
- **7-3.5.3.3 Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

# 7-3.5.4.1 Additional Insured.

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

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

- 2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.
- **7-3.5.4.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its

elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

- **7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
- **7-3.6 Deductibles and Self-Insured Retentions.** You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.
- **7-3.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.
- **7-3.8** Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.
- **7-3.9 Excess Insurance.** Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

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

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, 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:

Workers' Compensation	Statutory Employers Liability
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) Permit to Work in the Private Property.

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** Water Pollution Control. To the "WHITEBOOK", ADD the following:
  - 6. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.

## ADD:

- **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 recipient.

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:

Azin Nour, Project Manager, <u>Anour@sandiego.g</u>ov

Shaza Nezha, Project Engineer, Snezha@sandiego.gov

TBA, Resident Engineer, XXX@sandiego.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.
- **7-22.17 Monitoring of Potentially Petroleum Contaminated Soil.** To the "WHITEBOOK", ADD the following:
  - 5. The areas of known or suspected contamination are as follows:
    - a) Shell Gas Station, 2204 Torrey Pines Rd, La Jolla, CA 92037
- **7-22.20 Payment.** To the "WHITEBOOK", DELETE item 4 in its entirety and SUBSTITUTE with the following:
  - 4. The payment for preparation and implementation of the Community Health and Safety Plan shall be included in the Contract Price.

# 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	60% min.
ASTM D244	Distillation	00% 11111.
Quality Tests	Test	Requirements
for Residue		
AASHTO T49	Penetration at	40% - 90%

- 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)

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

#### **CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION**

#### TABLE 203-5.6.2 (B)

#### **CRUMB RUBBER GRADATION REQUIREMENTS**

Sieve Size	Percent Passing
No. 30	100
No. 40	90 - 100
No. 50	75 - 85
No. 100	25 - 35

Sieve Size	Percent Passing
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%

Sieve Size	Percentage Passing	Stockpile Tolerance
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.

Test	Description	Specification
ISSA T-106	Slurry Seal Consistency	Pass
ISSA TB-109	Excess Asphalt	50 grams/ft <sup>2</sup> maximum
ISSA TB-100 (Type l)	The Wet Track Abrasion	50 grams/ ft² maximum
ISSA TB-100 (Type ll)	The Wet Track Abrasion	60 grams/ ft² maximum
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft² maximum
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum
ISSA TB-114	The Wet Stripping	Pass

TABLE 203-5.6.4

- 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 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	
Rubber Polymer Modified Slurry (RPMS) Type I	
Rubber Polymer Modified Slurry (RPMS) Type II	
Rubber Polymer Modified Slurry (RPMS) Type III	SF
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	

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.

## 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

- **306-6.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
  - 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 or1/2 inch nominal size as shown in Table 200-1.2.1 (A).
- **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.

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

- **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.
- 7. Construction activities has to be phased, so the work areas in moratorium be completed before start of moratorium and to eliminate any activity on those areas during moratorium.

### 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. These bid items shall also include new cleanout installation where no cleanout is found at the end of rehabilitated 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).

- 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.

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

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

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

# SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

# **APPENDIX A**

# ADDENDUM TO A MITIGATED NEGATIVE DECLARATION



# ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

Project No. 599129 Addendum to MND No. 255100 SCH No. 2011091045

SUBJECT: Pipeline Rehab AP-1

## I. PROJECT DESCRIPTION

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

#### **Project Location**

The Pipeline Rehabilitation AP-1 project is located within the La Jolla Community Planning Area (Council District 1). The entire project is generally bounded by Avenida de la Playa to the north, Interstate 5 Freeway to the east, Upper Hillside Drive to the south, and La Jolla Shores Drive to the west (see attached project location map).

## **Project Description**

The proposed scope of work would include trenchless rehabilitation of approximately 22,440 linear feet (LF) (4.25 miles) of existing 6- and 8-inch diameter vitrified clay (VC) and reinforced plastic mortar (RPM) sewer mains. The project also includes point repair of approximately 950 LF (0.18 miles) of VC sewer main, manhole rehabilitation, manhole repair, manhole replacement, installation of new manholes and cleanouts, rehabilitation of all sewer lateral connections, and installation of sewer laterals cleanouts at property lines as necessary. Minor trenching will be required for point repairs, manholes repair and replacement, and installation of new manholes and cleanouts. The project will also include slurry seal street resurfacing.

All construction staging would occur in the public right-of-way and existing utility easements on private property. Work within Pottery Canyon Open Space includes the rehabilitation of an existing manhole near the entrance (Pottery Park Driveway). Several sewer segments are located within overgrown, ornamental vegetation on private property. Trimming and clearing of ornamental vegetation will occur, as necessary, for access. The project is not located within or adjacent to MHPA and will not impact Environmentally Sensitive Lands (ESL). Construction methods will include:

- 1. Rehabilitation: Rehabilitation will be used for a portion of the existing sewer mains, lateral pipes, and manholes. This technique would seal out runoff and groundwater seepage into structurally sound pipe. 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 pipe material. The injected material bonds with the soil and pipe material forming a waterproof seal. 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.
- Open Trenching: The open trench method of construction will be used for point repairs, manholes repair and replacement, and installation of new manholes and cleanouts. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. Excavation for new manholes is typically 10 by 10 feet. Point repairs, new manholes, and cleanouts are typically 4-15 feet deep.

The Pipeline Rehab AP-1 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 Pipeline Rehab AP-1 project would occur within the developed public right-of-way and public utility easements of 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.

## IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and adopted the Citywide Pipelines Projects Mitigated Negative Declaration (MND No. 255100/SCH No. 2011091045). Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous environmental document;
  - b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
  - d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

## 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

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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 Pipeline Rehab AP-1 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, all excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

# VI. MITIGATION, MONITORING AND REPORTING PROGRAM

## Historical Resources (Archaeology)

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

- A. Entitlements Plan Check
  - 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 inhouse, 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.

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- 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
  - Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
    - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
  - 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
  - 3. Identify Areas to be Monitored
    - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
    - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
    - c. MMC shall notify the PI that the AME has been approved.
  - 4. When Monitoring Will Occur
    - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
    - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
  - 5. Approval of AME and Construction Schedule After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

## III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  - 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. <u>The Construction Manager is</u> 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.

- 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 <u>that</u> 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 Rightof-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

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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.

### Night and/or Weekend Work

V.

- 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. <u>Post Construction</u>

- 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
  - 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.
  - 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.

The above Mitigation Monitoring and Reporting Program may require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

#### VII. IMPACT SIGNIFICANCE

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. 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.

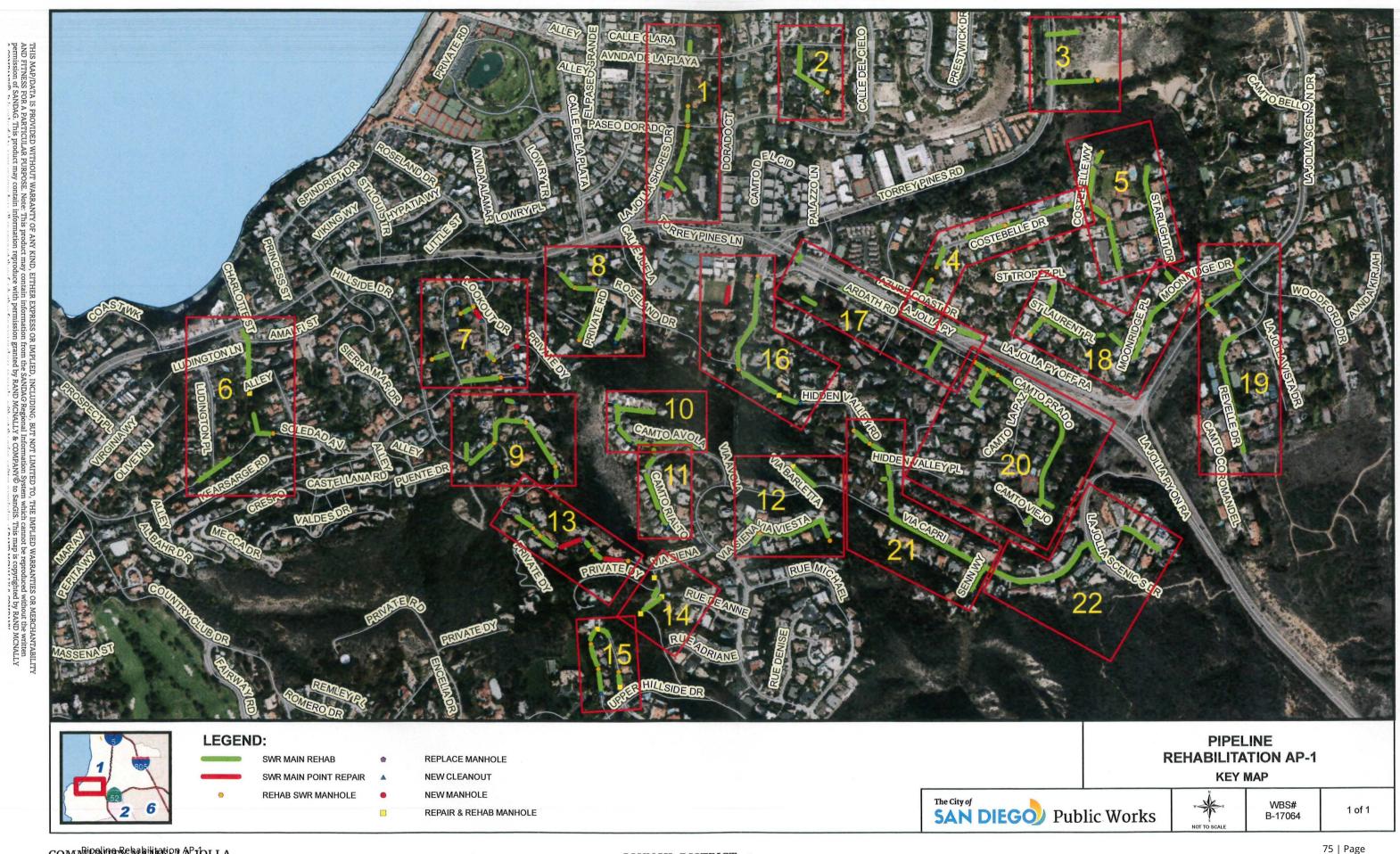
April 23, 2018

Mark Brunette, Senior Planner Development Services Department

Analyst: Mark Brunette

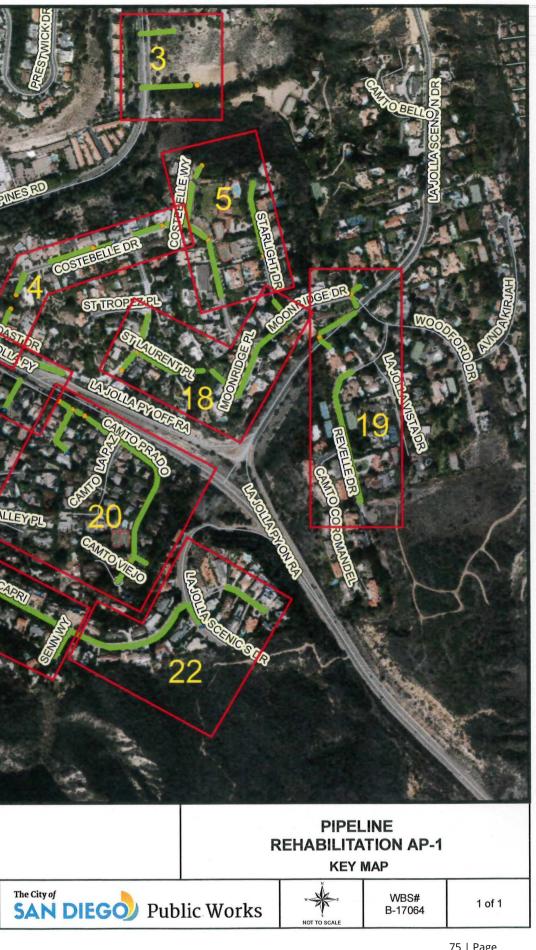
Attachments:

Location Map Mitigated Negative Declaration No. 255100/SCH No. 2011091045





LEGEN	D:
	SWR MAIN REHAB
	SWR MAIN POINT REPAIR
•	REHAB SWR MANHOLE



COMMERCIAL ACTION APTOLLA



COUNCIL DISTRICT: 1

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## **MITIGATED NEGATIVE ECLARATION**

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 (5) (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 <u>underline</u> 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 Pipeline Readolitation Applied to avoid a significant environmental impact. The additionage

Appendix A - Addendum to A Mitigated Negative Declaration

## 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 Storman Water Standards

Appendix A - Addendum to A Mitigated Negative Declaration

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

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

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

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

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

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

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 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 cast iron sewer pipe with new 16 inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16 inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16 inch cast iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42<sup>nd</sup> Street, Monroe Avenue, Edgeware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47<sup>TH</sup> Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44<sup>TH</sup> Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

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

#### WATER GROUP 914 (PROJECT NO. 233447)

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

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

#### SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

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

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

## SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

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

### 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 <u>WITHIN ADJACENT TO THE MHPA</u> 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; <u>AND</u>

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 Pipeline Rehabilitation APSHOWING THAT NOISE GENERATED BY CONSTRUCTION 84 | Page Appendix A - Addendum to A Mitigated Negative Declaration 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; <u>OR</u>

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF 2. CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A OUALIFIED 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 or to the ambient noise level if it already exceeds 60 dB(A) hourly average or to the ambient noise level if it already exceeds 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; <u>AND</u>

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 Pipeline RehabiliRESTARICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED age Appendix A - Addendum to A Mitigated Negative Declaration

#### 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 or to the ambient noise level if it already exceeds 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; <u>AND</u>

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 Pipeline Rehabilite Contraction of A QUALIFIED ACOUSTICIAN, Page Appendix A - Addendum to A Mitigated Negative Declaration 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 or to the ambient noise level if it already exceeds 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:
  - 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.
     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:
  - 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 <u>aAdjacent</u> 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.
  - 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

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. <u>HISTORICAL RESOURCES (ARCHAEOLOGY)</u>

#### 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 inhouse, 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 <sup>1</sup>/<sub>4</sub> 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

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

Pipeline Rehabilianid provide that information to the PI and MMC. If prehistoric resources are 92 | Page Appendix A - Addendum to A Mitigated Negative Declaration

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 <u>that</u> 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 Rightof-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 Rightof-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 Rightof-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 <u>items associated and</u> 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 <sup>95</sup> Page

## 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 96 | Page

- 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.
  - 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. <u>PALEONTOLOGICAL RESOURCES</u>

## 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 Pipeline Rehabilition Month Pipeline Coordination (MMC) identifying the Principal Investigator (PI) for these Appendix A - Addendum to A Mitigated Negative Declaration 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 inhouse, 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. b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
    - c. c. MMC shall notify the PI that the PME has been approved.
  - d. 4. When Monitoring Will Occur
    - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
    - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request

Pipeline Rehabilitation hall be based on relevant information such as review of final construction<sup>98</sup> | Page Appendix A - Addendum to A Mitigated Negative Declaration

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.
  - The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
  - 1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
  - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
  - 1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
    - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to Page

- 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 tother 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 Page Appendix ARASSERVERS STATISTICATION AP-1

- 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) Pipeline Rehabilitation AP-1 Appendix A - Councilmember Gloria, District 3 (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 (811) 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 (810) 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) Otav 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) Pipeline Rehabilitetion April Miramar Ranch Branch Library (81FF) Appendix A - Addendum to A Mitigated Negative Declaration

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) Pipeline Rehabilitation AP-1 Appendix A - Addendition Of Milgared Negative Sector manualty 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)

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.

work

Myra Hermann, Senior Planner Development Services Department

September 14, 2011 Date of Draft Report

October 24, 2011 Date of Final Report 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



Governor

10

# STATE OF CALIFORNIA Governor's Office of Planning and Research State Clearinghouse and Planning Unit



1.

#### **RESPONSE TO COMMENTS**

# CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

October 14, 2011

Jeffrey Szymanski City of San Diego 1222 First Avenue, MS-501 San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011 SCH#: 2011091045

Dear Jeffrey Szymanski:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 13, 2011, and the comments from the responding agency (igs) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse interference so that we may respond promptly.

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

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

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

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

Scott Morgan Director, State Clearinghouse

Enclosures cc: Resources Agency

> 1400 TENTH STREET P.O. BOX 3044 BACRAMENTO, CALIFORNIA 95812-3044 TEL (916) 445-0613 FAX (916) 823-3018 www.spr.ca.gov

SCH# 2011091045 Project Title Citywide Pipeline Projects 2011 Lead Agency San Diego, City of

#### Type MND Mitigated Negative Declaration

Council Approval to allow the replacement, rehabilitation, relocation, point repair, new trenching, Description trenchless construction, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/siurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. The construction footprint, including staging areas and other areas (such as access) should be located within the City of San Diego Public Right-of-Way and/or within public easements. The proposal 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, manholes and other necessary appurtenances. All associated equipment would be staged in existing right-of-ways adjacent to the proposed work areas." The proposed project would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined by 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.

#### Lead Agency Contact

Name	Jeffrey Szymanski	•		
Agency	City of San Diego			
Phone email	619 446 5324		Fax	
Address	1222 First Avenue, MS	5-501		
City	San Diego		State CA Zip	92101
Project Loc	ation			
County	San Diego			
City	San Diego			
Region				
Lat / Long				
Cross Streets	Citywide			
Parcel No.				
Township	Ran	ge S	Section	Base
Proximity to	<u></u>		······································	
Highways	5.			
Airports				
Railways				
Waterways				•
Schools				
Land Use	Citywide			

Project Issues Archaeologic-Historic; Landuse; Other Issues

 
 Reviewing
 Resources Agency; California Coastal Commission; Department of Fish and Game, Reglon 5; Office of Agencies

 Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California, Division of Aeronautics; California Highway Patrol; California, District 11; CA Department of Public Health; State Water Resources Control Board, Divison of Financial Assistance; Regional Water Quality Control Board, Region 9; Native American Heritage Commission; Public Utilities Commission

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

#### CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

#### Date Received 09/14/2011 Start of Review 09/14/2011 End of Review 10/13/2011

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

Pipeline Rehabilitation AP-1 Appendix A - Addendum to A Mitigated Negative Declaration

#### RESPONSE TO COMMENTS

## CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

5		Internet and the second s	
	DEPARTMENT OF TRANSPORTATION		
	DISTRICT 11		
	PLANNING DIVISION 4050 TAYLOR STREET, MS 240		
	SAN DIEGO, CA 92110		Flex your power!
	PHONE (619) 688-6960 FAX (619) 688-4299 TTY 711	RECEIVED	Be energy efficient!
	www.dot.ca.gov		-
	- · ·	SEP 2 9 2011	
	September 28, 2011		
		STATE CLEARING HOUSE	11-SD-Var
			PM Various
	Ma laffing from soli		Citywide Pipeline Projects 2011
	Mr. Jeffrey Szymanski City of San Diego Development Services (	7-min 1./	SCH# 2011091045
	1222 First Avenue MS 501	Lenner (New	
	San Diego, CA 92101	$\mathcal{O}_{\mathcal{O}}^{(n)}(\mathcal{O})$	
		W/ 0	
	•	· · · ·	
	Dear Mr. Szymanski:		
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The California Department of Transportation (Caltrans) appreciates the opportunity to comment on the Draft Mitigated Negative Declaration (MND) for the North-South District Interconnection System Project (Project). The project is identified in the MND to cross State Route 52 (SR-52) and State Route 94 (SR-94). Caltrans would like to submit the following comments:

Any work performed within Caltrans Right-of-Way (R/W) will require an approved encroachment permit by Caltrans. All Caltrans standards for utility encroachments shall be met.

Additionally, any work performed within Caltrans R/W must provide an approved final environmental document including the California Environmental Quality Act (CEQA) determination addressing any environmental impacts within the Caltrans' R/W, and any corresponding technical studies. If these materials are not included with the encroachment permit application, the applicant will be required to acquire and provide these to Caltrans before the permit application will be accepted. Identification of avoidance and/or mitigation measures will be a condition of the encroachment permit approval as well as procurement of any necessary regulatory and resource agency permits.

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (619) 688-6158. Early coordination with Caltrans is strongly advised for all encroachment permit.

If you have any questions on the comments Caltrans has provided, please contact Marisa Hampton of the Development Review Branch at (619) 688-6954.

Sincerely,

2.

3.

JACOB ARMSTRONG, Chief Development Review Branch

"Caltrans improves mobility across California"

#### Pipeline Rehabilitation AP-1 Appendix A - Addendum to A Mitigated Negative Declaration

#### **RESPONSE TO COMMENTS**

#### DEPARTMENT OF TRANSPORTATION (9/28/2011)

2. The comment letter has been forwarded to the applicant department and it is acknowledged that any work conducted within the Caltrans R/W will require an approved encroachment permit by Caltrans.

3. The applicant department acknowledges that they must provide the certified CEQA document to Caltrans prior to the approval of an encroachment permit.

5	STATE OF CALIFORNIA	Edmund	<u>nd G. Brown, Jr., Governor</u>	
	NATIVE AMERICAN HERITAGE COMMISSION C**5 CAPITOL MALL, ROOM 364 SACRAMENTO, CA 95814 (916) 853-8251 Fax (916) 857-8390	01ear 10/13/2011		
	Web Site <u>www.nahe.ca.gov</u> de_nahe@pecbell.net September 27, 20	0 11	RECEIVED	
	Mr. Jeffrey Szymanski, Environmental Planner City of San Diego Development Service: 1222 First Avenue. MS 501	s Department	SEF 2 9 2011 STATE CLEARING HOUSE	

San Diego, CA 92101

Re: <u>SCH#2011091045</u>; <u>CEQA Notice of Completion</u>; proposed Mitigated Negative <u>Declaration for the "Citywide Pipeline Projects 2011, City Project No. 255100;" located</u> in the City of San Diego; San Diego County, California.

#### Dear Mr. Szymanski:

5.

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3<sup>rd</sup> 604). The NAHC wishes to comment on the proposed project.

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ... objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. The NAHC Sacred Lands File (SLF) search resulted as follows: Native American cultural resources were identified in several areas of the City of San Diego.

The NAHC "Sacred Sites,' as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r).

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway, Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you

### NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011)

Comment noted. Staff acknowledges that Native American cultural resources have been identified within several areas of the City of San Diego. Archaeological and Native American monitoring has been included as mitigation within the MND and would preclude a substantial adverse change in the significance of historical resources.

5. Comment noted. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council. This new group will be included in the distribution of the final MND and will also added to the City's list for distribution of draft environmental documents which include a discussion of archaeological and/or Native American cultural resources.

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make contact with the list of Native American Contacts on the attached <u>list of Native American</u> <u>contacts</u>, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends *avoidance* as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources.

Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & 5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq*, and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 Secretary of the Interiors Standards for the Treatment of *Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the <u>historic context</u> of proposed projects and to "research" the <u>cultural landscape</u> that might include the 'area of potential effect.'

Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery'.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

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#### NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

Please see Response to Comment 5. In addition, the MND includes mitigation requirements that would require the preparation of background research including a ¼ mile radius archaeological record search at the South Coastal Information Center prior to the commencement of construction. The record search of the surrounding area would provide the historic context and inform the consultant of the cultural landscape for the APE of the project.

7. Comment acknowledged.

 Please see Section III and IV of the MMRP under Historical Resources (Archaeology). Mitigation measures are in place in case of discovery of human remains and archaeological resources during construction that would ensure compliance with Public Resources Code Section 5097.98, California Government Code §27491 and Health and Safety Code Section 7050.5

. Comment noted. The City has gone to great efforts to establish and maintain productive working relationships with the Native American community.

Pipeline Rehabilitation AP-1

Sincerely Dave Single Program Analy

#### Cc: State Clearinghouse

#### Attachment: Native American Contact List

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Pipeline Rehabilitation AP-1 Appendix A - Addendum to A Mitigated Negative Declaration 3

# NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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#### San Diego County September 27, 2011

lamul Indian Village Kenneth Meza, Chairperson P.O. Box 612 Jamul , CA 91935 amulrez@sctdv.net 619) 669-4785 619) 669-48178 - Fax

Vesa Grande Band of Mission Indians Vark Romero, Chairperson P.O. Box 270 Diegueno Santa Ysabel, CA 92070 mesagrandeband@msn.com (760) 782-3818 (760) 782-9092 Fax

Kumeyaay Cultural Heritage Preservation Paul Cuero 36190 Church Road, Suite 5 Diegueno/Kumeyaay Campo , CA 91906 (619) 478-9046 (619) 478-9505 (619) 478-5818 Fax

Kwaaymii Laguna Band of Mission Indians Carmen Lucas P.O. Box 775 Diegueno -Pine Valley, CA 91962 (619) 709-4207 Inaja Band of Mission Indians Rebecca Osuna, Spokesperson 2005 S. Escondido Blvd. Diegueno Escondido CA 92025 (760) 737-7628 (760) 747-8568 Fax

Kumeyaay Cultural Repatriation Committee Steve Banegas, Spokesperson 1095 Barona Road Diegueno/Kumeyaay Lakeside , CA 92040 (619) 742-5587 - cell (619) 742-5587 (619) 443-0681 FAX

Ewiiaapaayp Tribal Office Will Micklin, Executive Director 4054 Willows Road Diegueno/Kumeyaay Alpine , CA 91901 wmicklin@leaningrock.net (619) 445-6315 - voice (619) 445-9126 - fax

#### Ewiiaapaayp Tribal Office Michael Garcia, Vice Chairperson 4054 Willows Road Diegueno/Kumeyaay Alpine , CA <sup>91901</sup>

michaelg@leaningrock.net (619) 445-6315 - voice (619) 445-9126 - fax

is list is current only as of the date of this document.

stribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, ction 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

Is list is applicable for contacting local Native Americans with regard to cultural resources for the proposed CH#2011091045; CEOA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located the City of San Diego California.

## NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

#### **RESPONSE TO COMMENTS**

San Diego County September 27, 2011

ona Group of the Capitan Grande vin Romero, Chalrperson 15 Barona Road Diegueno teside , CA 92040 @barona-nsn.gov 9) 443-6612 }-443-0681

Posta Band of Mission Indians endolyn Parada, Chairperson Box 1120 Diegueno/Kumeyaay ulevard CA 91905 arada@lapostacasino. 9) 478-2113 9-478-2125

n Pasqual Band of Mission Indians on E. Lawson, Chairperson ) Box 365 Diegueno lley Center, CA 92082 onl@sanpasqualband.com 30) 749-3200 30) 749-3876 Fax

ay Nation of Santa Ysabel gil Perez, Spokesman ) Box 130 Diegueno inta Ysabel, CA 92070 andietaylor@yahoo.com 30) 765-0845 30) 765-0320 Fax Sycuan Band of the Kumeyaay Nation Danny Tucker, Chairperson 5459 Sycuan Road Diegueno/Kumeyaay El Cajon CA 92021 ssilva@sycuan-nsn.gov 619 445-2613 619 445-1927 Fax

Viejas Band of Kumeyaay Indians Anthony R. Pico, Chairperson PO Box 908 Diegueno/Kumeyaay Alpine CA 91903 jrothauff@viejas-nsn.gov (619) 445-3810 (619) 445-5337 Fax

Kumeyaay Cultural Historic Committee Ron Christman 56 Viejas Grade Road Diegueno/Kumeyaay Alpine CA 92001 (619) 445-0385

Campo Kumeyaay Nation Monique LaChappa, Chairperson 36190 Church Road, Suite 1 Diegueno/Kumeyaay Campo , CA 91906 miachappa@campo-nsn.gov (619) 478-9046 (619) 478-5818 Fax

st is current only as of the date of this document.

xution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, In 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

st is applicable for contacting local Native Americans with regard to cultural resources for the proposed #2011091045; CECA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipeliines Projects 2011; located City of San Diego; San Diego California. NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

#### San Diego County September 27, 2011

P.O. Box 1120

(619) 478-2113

Boulevard , CA 91905

bai Nation of Santa Ysabel Xint Linton, Director of Cultural Resources '.O. Box 507 Diegueno/Kumeyaay Santa Ysabel CA 92070 ilinton73@aol.com 760) 803-5694 ilinton73@aol.com

Janzanita Band of the Kumeyaay Nation .eroy J. Elliott, Chairperson P.O. Box 1302 Diegueno/Kumeyaay Boulevard CA 91905 619) 766-4930 619) 766-4957 - FAX

Kumeyaay Diegueno Land Conservancy M. Louis Guassac <sup>2</sup>.O. Box 1992 Diegueno/Kumeyaay Alpine , CA 91903 juassacl@onebox.com (619) 952-8430

Inter-Tribal Cultural Resource Council Frank Brown, Coordinator 240 Brown Road Diegueno/Kumeyaay Alpine , CA 91901 FIREFIGHTER69TFF@AOL. COM ((619) 884-8437

s list is current only as of the date of this document

tribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, tion 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

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#### **RESPONSE TO COMMENTS**

#### NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

Kumeyaay Cultural Repatriation Committee Bernice Palpa, Vice Spokesperson Diegueno/Kumeyaay

EDMUND G. BROWN JR. adversnos Matthew Rooriquez

#### State Water Resources Control Board

### OCT 1 0 2011

Jeffrey Szymanski, Associate Planner City of San Diego, Development Services Department 1222 First Avenue MS 501 San Diego, CA 92101

#### Dear Mr. Szymanski,

IS/MND) FOR THE CITY OF SAN DIEGO (CITY); CITYWIDE PIPELINE PROJECTS 2011 (PROJECT); SAN DIEGO COUNTY; STATE CLEARINGHOUSE NO.2011091045

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

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

The State Water Board, Division of Financial Assistance, is responsible for administering CWSRF funds. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, and provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state. The CWSRF Program provides low-interest funding equal to one-half the most recent State General Obligation Bond Rates with a 20-year term. Applications are accepted and processed continuously. Please refer to the State Water Board's CWSRF website at www.waterboards.ca.gov/water issues/programs/grants\_loans/st/findex.shtml.

The CWSRF Program is partially funded by the U.S. Environmental Protection Agency and requires additional "CEQA-Plus" environmental documentation and review. Four enclosures are included that further explain the environmental review process and some additional federal requirements in the CWSRF Program. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to State Water Board approval of a CWSRF funding commitment for the proposed Project.

#### CHARLES R. HOPPIN, CHAIRMAN | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 | Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

BECYCLED PAPER

#### STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

10. This comment does not address the adequacy of the CEQA document; therefore no response is necessary. The comment letter has been forwarded to the applicant City Department that is preparing the "CEQA-Plus" materials required for the CWSRF Program.

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-2-

It is important to note that prior to a CWSRF funding commitment, projects are subject to provisions of the Federal Endangered Species Act, and must obtain Section 7 clearance from the U.S. Fish and Wildlife Service (USFWS), and/or National Marine Fisheries Service (NMFS) for any potential effects to special status species. Please be advised that the State Water Board will consult with USFWS, and/or NMFS regarding all federal special status species the Project has the potential to impact if the Project is to be funded under the CWSRF Program.

The City will need to identify whether the Project will involve any direct effects from construction activities or indirect effects, such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur on-site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act. The State Water Board has responsibility for ensuring compliance with Section 106 and the State Water Board's Cultural Resources Officer (CRO) must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. Please contact the CRO, Ms. Cookie Hirn, at (916) 341-5690, to find out more about the requirements, and to initiate the Section 106 process if the City decides to pursue CWSRF financing. Note that the City will need to identify the Area of potential Effects (APE), including construction and staging areas and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should be made for an area larger than the APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal requirements pertinent to the Project under the CWSRF Program include the following:

- A. Compliance with the federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- B. Compliance with the Coastal Zone Management Act: identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- C. Protection of Wetlands: Identify any portion of the proposed Project area that may contain areas that should be evaluated for wetlands or U.S. waters delineation by the U.S. Army Corps of Engineers (USACE), or require a permit from the USACE, and identify the status of coordination with the USACE.
- D. Compliance with the Migratory Bird Treaty Act: List any birds protected under this Act that may be impacted by the Project and identify conservation measures to minimize impacts

#### STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

The State Water Board has no comments at this time. Thank you for the opportunity to review the City's IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 341-5855 or akashkoli@waterboards.ca.gov, or Terry Singleton at (916) 341-5686 or TSingleton@waterboards.ca.gov.

- 3 -

Sincerely.

Ahnd

Ahmad Kashkoli Environmental Scientist

- cc: State Clearinghouse w/o enclosures (Re: SCH# 2011091045) P. O. Box 3044 Sacramento, CA 95812-3044
- bcc: Lisa Lee, DFA Cookie Hirn, DFA Ahmad Kashkoli, DFA Pete Mizera, DFA

Enclosures (4)

1. SRF & CEQA-Plus Requirements

2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans 3. Instructions and Guidance for "Environmental Compliance Information"

4. Basic Criteria for Cultural Resources Reports

STATE WATER RESOURCES CONTROL BOARD (9/10/2011)



Edmund G, Brown Jr.

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#### STATE OF CALIFORNIA

Governor's Office of Planning and Research State Clearinghouse and Planning Unit



RESPONSE TO COMMENTS

# CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

Governor

October 14, 2011

.

Jeffrey Szymanski City of San Diego 1222 First Avenue, MS-501 San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011 SCH#: 2011091045

Dear Jeffrey Szymanski:

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on October 13, 2011. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2011091045) when contacting this office.

Sincerely,

di

ott Morgan 🖌

Director, State Clearinghouse

Enclosures cc: Resources Agency

> 1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044 TEL (916) 445-0613 FAX (916) 323-3018 www.spr.ca.gov

11. The City acknowledges that the comment letter from The California Department of Fish and Game (CDFG) was received after the end of the state review period ended.

12. The City responses to the CDFG comment letter are included herein.

State of California -The Natural Resources Agency EDMUND G. BROWN, JR, Governor DEPARTMENT OF FISH AND GAME CHARLTON H. BONHAM, Director **RESPONSE TO COMMENTS** South Coast Region late 3883 Ruffin Road San Diego, CA 92123 10/13/201) (858) 467-4201 CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) www.dfg.ca.gov P October 11, 2011 RECFIVED Mr. Jeffery Szymanski OCT 1 4 2011 City of San Diego **Development Services Center** STATE CLEARING HOUSE 1222 First Avenue, MS 501 San Diego, CA 92101

Subject: Comments on the Draft Mitigated Negative Declaration for Citywide Pipeline Projects, City of San Diego, San Diego County, California (Project No. 255100; SCH #2011091045)

The Department of Fish and Game (Department) has reviewed the above-referenced draft Mitigated Negative Declaration (MND), dated September 14, 2011. The comments provided herein are based on information provided in the draft MND, our knowledge of sensitive and declining vegetation communities in the County of San Diego, and our participation in regional conservation planning efforts.

The following statements and comments have been prepared pursuant to the Department's authority as Trustee Agency with jurisdiction over natural resources affected by the project (CEQA Guidelines §15386) and pursuant to our authority as a Responsible Agency under CEQA Guidelines Section 15381 over those aspects of the proposed project that come under the purview of the California Endangered Species Act (Fish and Game Code §2050 et seq.) and Fish and Game Code Section 1600 et seq. The Department also administers the Natural Community Conservation Planning Program (NCCP). The City of San Diego (City) participates in the NCCP program by implementing its approved Multiple Species Conservation Program (MSCP) Subarea Plan.

The proposed project covers five 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 project description specifies that the construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within City Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction with private easements from the PROW to the service connection. The types of projects evaluated in the analysis consists of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, manholes and other necessary appurtenances. The project scope defines that all associated equipment would be staged in existing PROW adjacent to the proposed work area(s). The project analysis concludes that no impact would occur to Sensitive Biological Resources or Environmentally Sensitive Lands as defined by the Land Development Code and the project would not encroach into the City's Multi-Habitat Planning Area (MHPA).

### Conserving California's Wildlife Since 1870

#### 123 | Page

Dear Mr. Szymanski:

Mr. Jeffery Szymanski October 11, 2011 Page 2 of 3

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

1. The initial study references that along with the environmental analysis that covers the five near-term pipeline projects, any subsequent future pipeline projects would be reviewed for consistency with the analysis covered in the Citywide Pipeline Project MND. Further, the initial study states "Where it can be determined that the project is "consistent" with the 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." From a substantive and procedural context of CEQA, the Department considers the application of all forthcoming analysis covering "any subsequent future pipeline projects" as tiering upon the project MND; consequently we consider the City's environmental determination problematic. Lacking supplemental guidance from the lead agency, the Department interprets this approach as essentially "tiering" upon this MND as all similar types of "future pipeline projects" will be processed under an addendum to the adopted document. If it is the City's intent to tier upon this MND and apply it to those future pipeline projects, we would focus attention to CEQA Guidelines, Section 15152(b) and Public Resources Code, Sections 21093-21094, which defines tiering as being appropriate when the sequence of analysis is from an environmental impact report (EIR) prepared for a general plan, policy, or program to an EIR or negative declaration for another plan, policy or program of lesser scope, or to a site-specific EIR or negative declaration. Additionally, we would highlight Public Resources Code, Section 21166 which precludes any future projects with significant impact from tiering.

Based on the relevant CEQA sections cited above, the City's approach to essentially "tier" upon this MND has not been fully supported in the analysis. The presumption provided in the initial study is that at the time when the City can determine that any forthcoming project is "consistent" with the baseline analysis provided in the project MND, any subsequent CEQA analysis/processing would be limited to preparing an Addendum to this MND. In contrast, when considering CEQA Guidelines, Section 15162(a), we believe that it has been misapplied as currently explained in the processing guidance provided in this MND (i.e., §15162 is being applied to cover future projects when clearly the intent of §15162 is limited to a single project). Therefore, we request that the City reevaluate the statutory mandates under the CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an adopted environmental document.

2. The biological resources analysis determined that for those five near-term projects that are located within the public right-of-way no significant project-related impacts on biological resources would occur. Compliance with CEGA is predicated on a complete and accurate description of the "environmental setting" that may be affected by the proposed project. We feel there is limited information in adequately defining (1) over-all width of the PROW (e.g., are there areas of the PROW that extend outside existing paved roadways); (2) proximity to environmentally sensitive lands to the PROW; and (3) accurate environmental baseline conditions of all proposed staging areas (which should include a qualified biologist evaluating those existing site conditions). Absent a complete and accurate description of the existing physical conditions in and around all of the projects, we believe relying on the current environmental determination in this MND could result in an incomplete or inaccurate

#### CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

13. The discussion within CEQA Guidelines section 15152(B) discusses tiering documents in terms of EIRs; however, the section does not definitively state that tiering documents require the preparation of an EIR and often times the term EIR is used universally to refer to MNDs and NDs. (See also Guidelines section 15152 (b): "Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects ...") Please refer to CEQA Guidelines section 15064 (Determining the Signi ficance of the Environmental Effects Caused by a Project) which clearly states when the preparation of an EIR would be required. In accordance with CEQA Guidelines section 15064(a)(1) a draft EIR is prepared when there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment. Guidelines section 15064 (1)(3) also provides: "(3) If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration (Friends of B Street v, City of Hayward (1980) 106 Cal. App. 3d 988).

In accordance with CEQA Guidelines section 15063 the City conducted an Initial Study of the Citywide Pipeline project and it was determined that the project, with mitigation, would not result in significant unmitigated impacts and an MND was prepared.

In addition, the comment letter from CDFG states that Public Resources Code, section 21166 precludes future projects with significant impacts from tiering. As mentioned above, an Initial Study was conducted and significant impacts were not identified which could not be mitigated to below a level of significance.

The MND analyzes Citywide pipeline projects on a "programmatic" level (i.e., as a whole at a broad level of detail), but also analyzes the proposed projects on a site-specific basis where appropriate. As stated in the draft MND subsequent pipeline projects located within the developed public right of way will be reviewed and where it can be determined that the project is consistent with the MND pursuant to CEQA Guidelines section15162 any necessary CEQA document will be prepared or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to CEQA Guidelines section 15164. Pursuant to CEQA Guidelines section15162 the Lead Agency has the ability to analyze proposed projects with previously certified environmental documents and neither CEQA Guidelines section 15162 (b) states: "If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation."

The City has utilized this procedure numerous times in the past without challenge. We note that CDFG has used the programmatic MND procedure in the past as well. However, we welcome your additional input on this issue as we continue to evaluate the statutory mandates under CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an approved environmental document as you requested we do in your October 11, 2011 comment letter.

ivir. Jenery Szymanski 18 October 11, 2011 Page 3 of 3

> analysis of project-related environmental impacts by the City. Also, the initial study discusses that near-term projects may be located in close proximity to, or adjacent to the City's MHPA, but not within the MHPA. The CEQA is intended to foster informed public decision making, therefore we believe that it would have been appropriate to include corresponding figures in the initial study that depict the MHPA boundaries in relationship to all of the anticipated construction-related activities. There is the intent provided in the MND to avoid any direct, indirect and cumulatively significant impacts to environmentally sensitive lands, however whether there is sufficient information provided in the environmental analysis to demonstrate that condition remains in question. Additionally, in evaluating the MHPA Land Use Adjacency Guidelines that were provided in the MND, there are a number of referrals for development within or adjacent to the MHPA. If it is correct that the near-term projects would entirely avoid the MHPA then it appears appropriate for the mitigation language to specifically state that condition.

3. The initial study identifies that construction for the near-term projects is anticipated to occur during the daytime hours. Should there be any potential for construction activities to occur during evening hours then the mitigation measures that are currently provided in the MND for addressing indirect effects to MHPA preserve lands should be revised to include conditions that specify that all auxiliary construction-related lighting shall be shielded in proximity to the MHPA.

The Department requests the opportunity to review any revision to MND prior to finalization to ensure that the comments and recommendations, contained herein, are adequately addressed. We appreciate the opportunity to comment on the MND for this project and to assist the City in further minimizing and mitigating project impacts to biological resources. If you have questions or comments regarding this letter, please contact Paul Schlitt of the Department at (858) 637-5510.

Sincerely,

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Edmund Pert Regional Manager South Coast Region

State Clearinghouse, Sacramento CCI Patrick Gower, USFWS, Carlsbad Paul Schlitt, San Diego

#### CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

The MND and Initial Study Checklist have been updated to include a thorough description of 14 the projects that are adjacent to the MHPA. In addition, a graphic have been added for Group Job 949 - Site 2 which depicts the project location in relation to the MHPA. The Land U se Adjacency Guidelines (LUAGL) provides additional assurances that development adjacent to the MHPA would not result in direct or indirect edge effects from construction related activities. No projects have been or will be implemented under this MND which are within the MHPA. The LUAGL measures would be implemented when a pipeline project is within 100 feet from the edge of the MHPA and would be monitored for compliance by a qualified biological consultant. The MHPA LUAGL measures in the MND have been modified to eliminate references to "within the MHPA." Please note however, that many existing paved public right-of-ways may cross over areas mapped within the MHPA but would not result in any direct impacts to the MHPA. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from this project.

15. Please see section A. I. 5. of the Land Use MMRP in the MND which requires adequate shielding to protect sensitive habitat. In addition, section A. III. A. 3. of the Land Use MMRP in the MND requires that periodic night inspections be conducted to verify that all lighting adjacent to the MHPA be directed away from the Preserve.

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY, INC (10/5/2011)

# San Diego County Archaeological Society, Inc.

Environmental Review Committee

5 October 2011

Mr. Jeffrey Szymanski Development Services Department City of San Diego 1222 First Avenuc, Mail Station 501 San Diego, California 92101

Subject: Draft Mitigated Negative Declaration Citywide Pipeline Project -- 2011 Project No. 255100

Dear Mr. Szymanski:

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

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

- It is not clear why Water Group 949 does not include archaeological monitoring mitigation measures for some or all of the portions where the line is installed in new trenches.
- 2. The last sentence of cultural resources mitigation measure IV.5.d appears to be missing one or more words. The portion in question currently reads "...appropriate treatment measures the human remains and buried with Native American human remains..."

Thank you for the opportunity to review and comment upon this DMND.

Sincerely,

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

cc: SDCAS President File

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

- 16. Water Group 949 would be located in three different areas within the City of San Diego: Skyline-Paradise Hills, University/Clairemont Mesa, and Greater Golden Hill/Barrio Logan. New trenching would only occur in the Clairemont Mesa area, and existing previously excavated trenches would be utilized in the Greater Golden Hill/Barrio Logan and Skyline-Paradise Hills areas of the City. The University/Clairemont Mesa area is not located on the City of San Diego's Historical Sensitivity Map and therefore archaeological monitoring would not be required for this project segment. As mentioned previously, the existing trenches would be utilized in the other areas where native soils have already been disturbed. Therefore, archaeological monitoring would not be required in these areas.
- 17. Comment noted. Staff has reviewed the section from the MMRP and determined that the language in subsection "d" came directly from the Public Resources Code and three words were somehow omitted when this section of the City MMRP was created. The missing words have been added to section IV.C.5.d of the archaeological MMRP and shown in underline format. The master MMRP has been updated and EAS staff have been notified of the revision for future environmental documents.

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To:

DIEGO COUA,

# RINCON BAND OF LUISEÑO INDIANS

Culture Committee P.O. Box 68 · Valley Center 92082 · (760) 297-2621 (760) 297-2629fax



#### RINCON BAND OF LUISENO INDIANS (9/28/2011)

- Comment noted. Please see Response to Comment 5. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council, this group will be included in the distribution of the final MND.
- 19. Please see section B of the General Requirements of the MND and Section A. 1. of the Historical Resources section of the MMRP which requires Native American monitors to be present on-site during all construction related activities.

September 28, 2011

#### To whom it may concern

18.

19.

On behalf of the Rincon Band of Luiseño Indians, I have received your letter. We thank you for informing us of the projects you propose and for including us in your research for cultural resource identification on the property. However the area is not in the Luiseno Tribe's territory. We highly recommend that you seek the assistance of the tribes that are located in the area of potential effect.

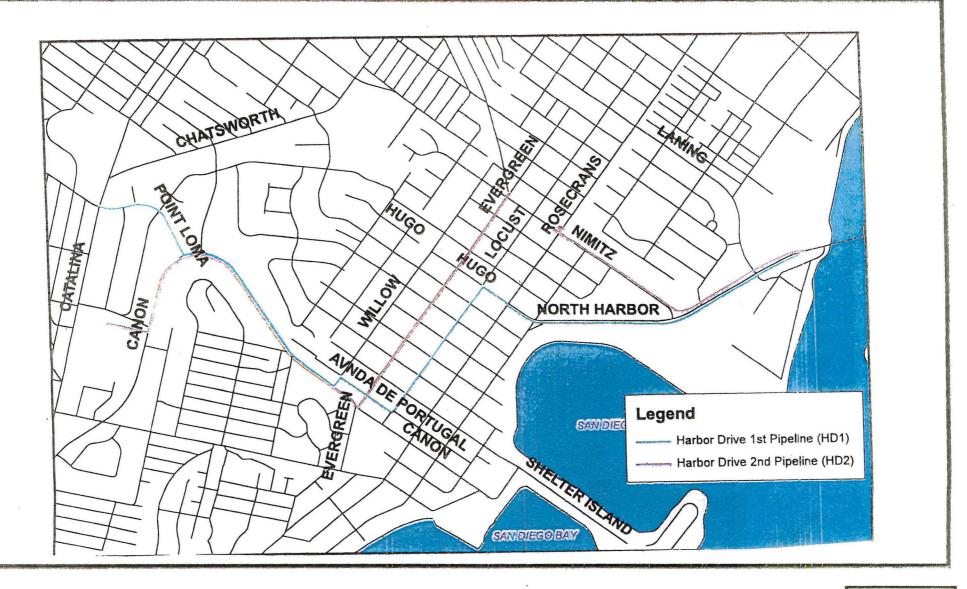
Although the Rincon Band of Luiseno Indians does not have cultural significance in this area; we would like to recommend the following guidelines. The first recommendation is to contact the tribes in the territory to receive instructions on how to handle any findings appropriately according their custom and tradition. Second to have Native American site monitors on site to identify artifacts that may be found during any ground disturbance in order to have the artifacts handled with dignity and respect; should human remains be discovered follow the California Resource Code 5097.98 and the procedures in this section.

Once again thank you for informing of your project and keeping Native Americans informed of these projects. We wish you success in your endeavors and hope the project is completed with the satisfaction of all parties involved.

Sincere

Rose Duro Rincon Culture Committee Chair

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Bo Mazzetti Tribal Chairman	Stephanie Spencer Vice Chairwoman	Charlie Kolb Council Member	Steve Stallings Council Member	Laurie Gonzales Council Member

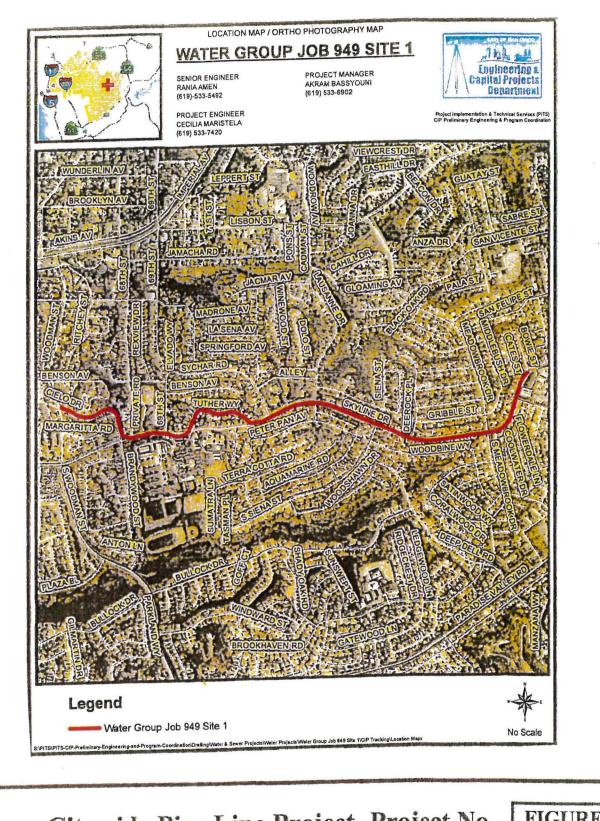


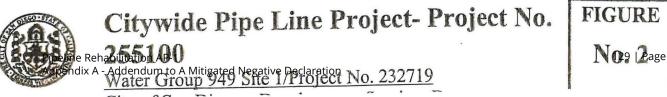


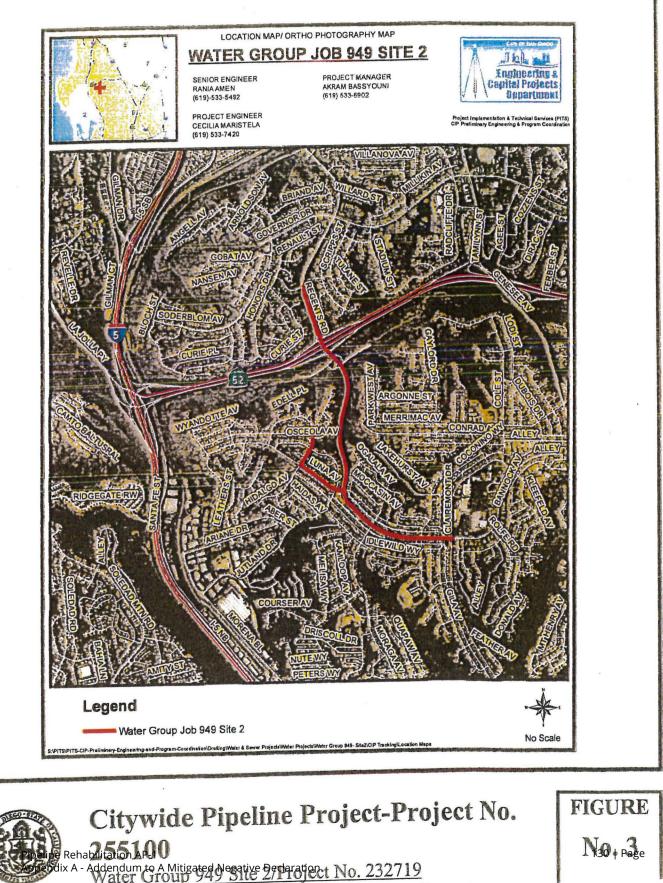
# Citywide Pipeline Projects-Project No. 255100 Harbor Drive Pipeline / Project No. 206100

City of San Diego - Development Services Department

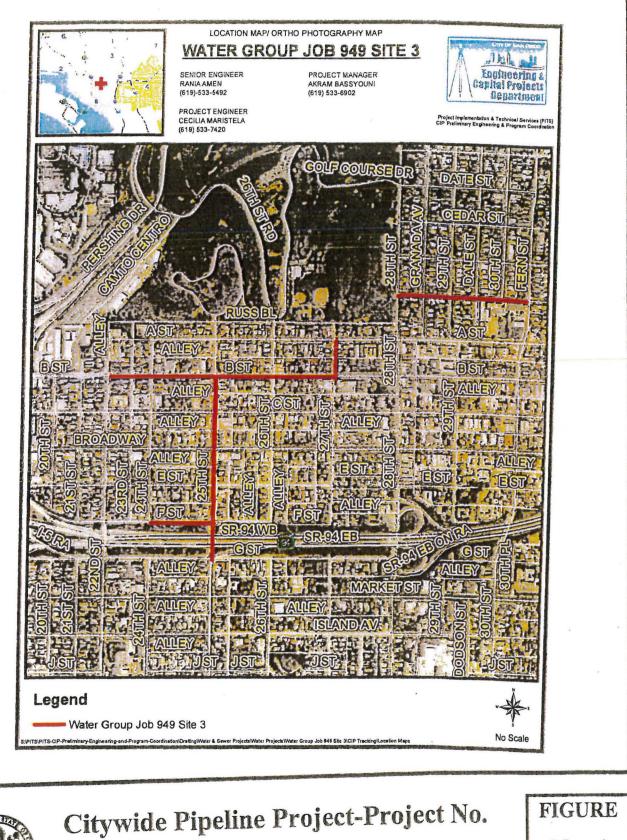
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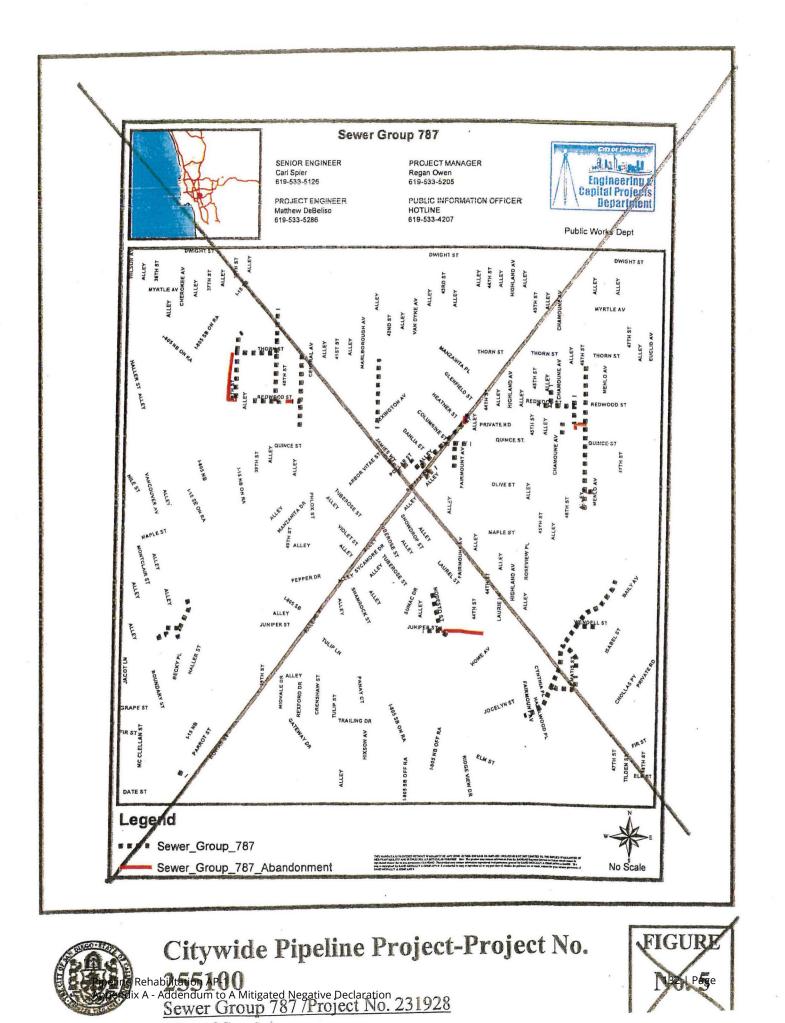


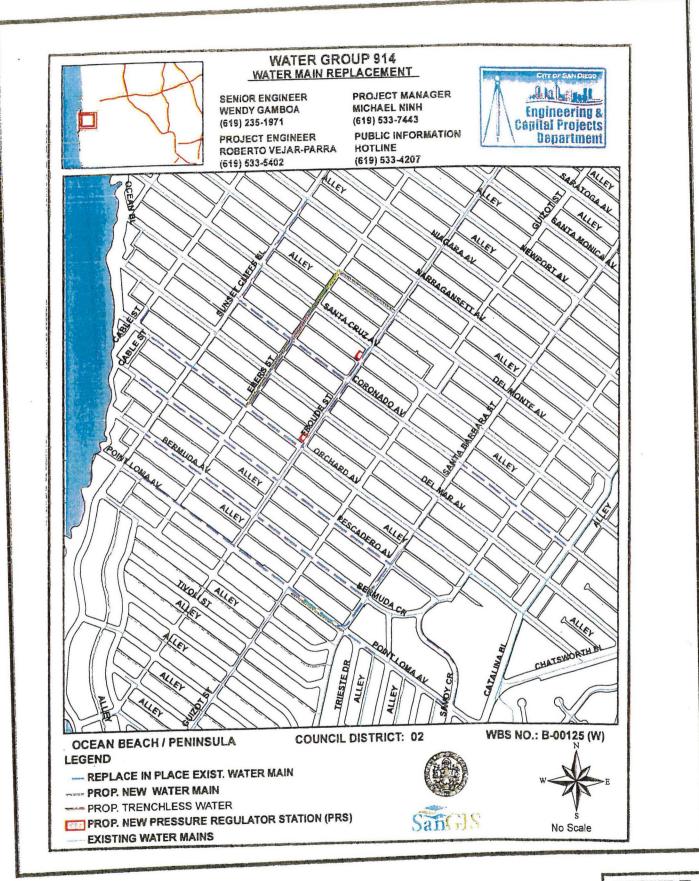
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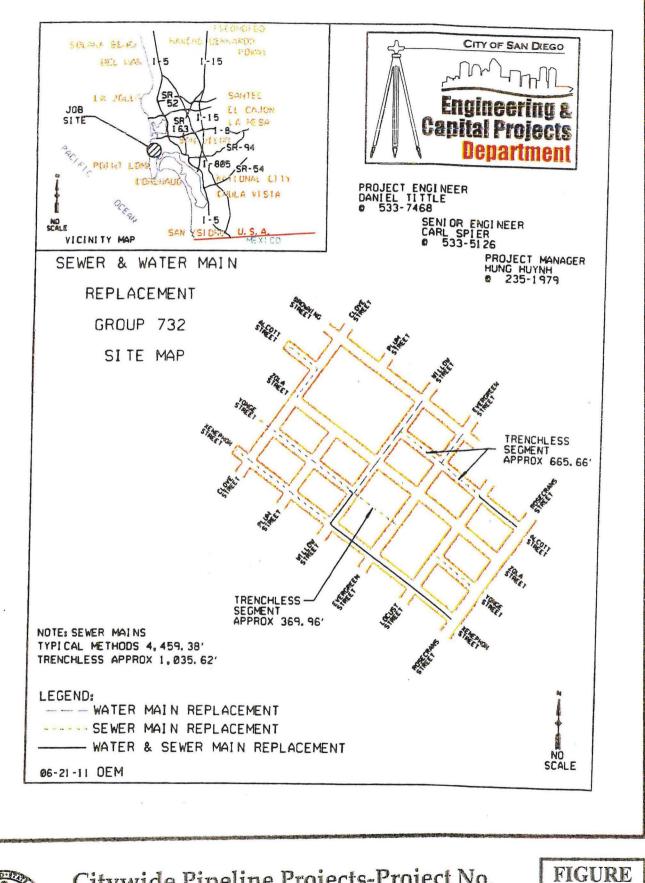
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Rehabilition A Division A Mitigated Negative Declaration Water Group 949 Site 3/Project No. 232719

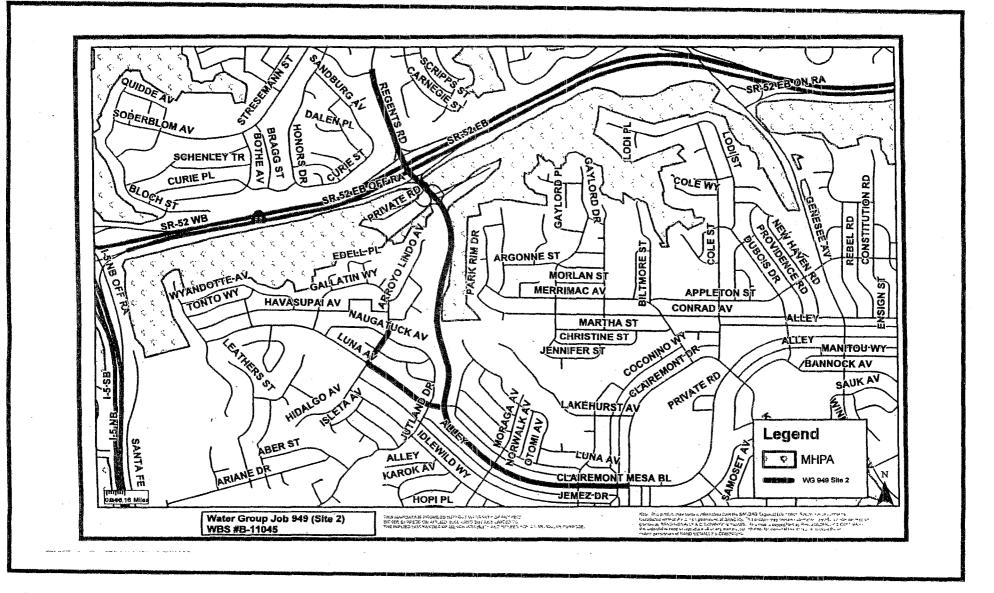




Citywide Pipeline Projects-Project No. FIGURE No. Poge Water Group 914 /Project No. 233447



Citywide Pipeline Projects-Project No. FIGURE Rehalitation A00 Water and Service Bergszi/Project No. 206610 Water and Service Bergszi/Project No. 206610





# **Citywide Pipeline Project-Project No. 255100**

Water 949 Site 2/ Project No. 232719

City of San Diego – Development Services Department

FIGURE No. 8

- 1. <u>Project Title/Project number:</u> Citywide Pipeline Projects
- 2. <u>Lead agency name and address:</u> City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101
- 3. <u>Contact person and phone number</u>: Jeff Szymanski, Associate Planner, 619-446-5324
- 4. <u>Project location:</u> Near-term and future projects would be located within various public right-of-ways (PROW) within any community planning areas in the City of San Diego. All project sites and areas of potential affect would not support *Sensitive Biological Resources* as defined in the Land Development Code (LDC) §143.0110. Project locations may be within the State Coastal Zone and/or within the City of San Diego's Coastal Zone and/or within Designated Historic Districts. Project locations and the associated areas of potential affect may be adjacent to, but not encroach into the Multi-Habitat Planning Area (MHPA). Specific locations for near-term projects analyzed in this document are included below under Item 8 Description of Project.
- <u>Project Applicant/Sponsor's name and address:</u> City of San Diego, Engineering & Capital Projects Department, City of San Diego <u>Public Utilities Department -</u> Water <del>Department and City of San Diego Metropolitan</del> Waste Water Division (MWWD).
- 6. <u>General Plan designation</u>: City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. However, Right-of-Way is categorized as Road/Freeways/Transportation Facilities in the General Plan.
- 7. <u>Zoning:</u> Near-term and future projects would take place within various Public Right-of-ways and public easements within the City of San Diego. Adjacent zoning may include, but would not be limited to Open Space, Residential, Agricultural, Commercial, and Industrial.
- Description of project (Describe the whole action involved, including but not limited to. later 8. phases of the project, and any secondary, support, or off-site features necessary for its implementation.): 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 (5) (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

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projects, new and/or replacement manholes, <u>new/or replacement fire hydrants</u>, 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).

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

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areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

# HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive  $1^{st}$  and  $2^{nd}$  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.

# 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 16inch 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 to 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 include the construction of curb ramps, and street resurfacing. Traffic control

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Pipeline Rehabilitation AP-1 Appendix A - Addendum to A Mitigated Negative Declaration measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25<sup>th</sup> Street, and 27<sup>th</sup> Street.

# SEWER GROUP 787 (PROJECT NO. 231928)

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

## 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.

# 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: Xenephon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

# 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.

- 9. Surrounding land uses and setting. Briefly describe the project's surroundings: The scope of the MND is city-wide and future projects would be located within the Right-of-Way, which is categorized as Road/Freeways/Transportation Facilities in the General Plan. Surrounding land uses would vary depending on the location proposed.
- 10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): <u>None.</u>

# ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

Aesthetics		Greenhouse Gas Emissions		Population/Housing
Agriculture and Forestry Resources		Hazards & Hazardous Materi	als	Public Services
Air Quality		Hydrology/Water Quality		Recreation
<b>Biological Resources</b>	$\boxtimes$	Land Use/Planning		Transportation/Traffic
Cultural Resources		Mineral Resources		Utilities/Service System
Geology/Soils		Noise		Mandatory Findings Significance

**DETERMINATION:** (To be completed by Lead Agency)

On the basis of this initial evaluation:

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

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	Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact		
I)	AESTHETICS – Would the project:						
	a) Have a substantial adverse effect on a scenic vista?						
	Near-term or future projects would involve the replacement, rehabilitation, relocation, point repair, new trenching, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, pedestrian ramps, lateral connections, manholes all located below the existing PROW. It is not anticipated that removal and/or replacement of street trees and the removal and/or replacement of street lights; therefore scenic vistas would not be impacted.						
	b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?						
	Near-term or future projects may invol scenic state highway; however, any wor to ensure that construction related acti Additionally, any associated street im required to comply with the mitigation r	rk of this type ivities not imp provements, it	would be review act the integrity f located within	red by qualified of the any sc a historic dist	historical staff enic resources. trict, would be		
	c) Substantially degrade the existing visual character or quality of the site and its surroundings?						
	Please see I.b.	•		•			
	d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				$\boxtimes$		
	The scope of development for near-term existing grade, with the possible except pedestrian ramps, street trees, etc.). The particular project alignment would not can no associated street improvements would project would not have the potential to cr	tion of any ass The removal and reate a new south I involve the us	ociated street in nd/or replacement arce of substantiation of highly reflect	provements (e. nt of street ligh al light or glare. ctive materials.	g. curb ramps, nts within any Additionally,		
II)	AGRICULTURAL AND FOREST RESO resources are significant environmental eff Land Evaluation and Site Assessment Mod	fects, lead ager	icies may refer to	the California	Agricultural		

Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental

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	ssue	S		Less Than Significant with Mitigation Incorporated	Impact	No Impact
	effects, lead agencies may refer Fire Protection regarding the st Assessment Project and the For methodology provided in Fores the project:	ate's invento est Legacy A	ry of forest la Assessment pr	ind, including the oject; and fores	ne Forest and Ra t carbon measure	nge ement
a)	Converts Prime Farmland, Ur Farmland, or Farmland of Sta Importance (Farmland), as sh the maps prepared pursuant to Farmland Mapping and Moni Program of the California Res Agency, to non-agricultural u	tewide own on o the toring sources				
	Near-term and/or future pipe would not be classified as fa Any adjacent areas in agricu pipeline projects. Therefore, farmland to non-agricultural u	rmland by th iltural produ the project	ne Farmland action would	Mapping and N not be affected	Ionitoring Progr d by near-term	am (FMMP). and/or future
b)	Conflict with existing zoning agricultural use, or a Williams Contract?					
	Please see II.a				••• · · ·	
, c)	Conflict with existing zoning z cause rezoning of, forest land defined in Public Resources C section 1220(g)), timberland (a defined by Public Resources C section 4526), or timberland za Timberland Production (as def Government Code section 511	(as ode as Code oned Tined by				
	The public right of way and la zoned as forest land as all as Therefore, the project would n	reas are with	hin the urbar	nized boundarie	s of the City of	
d)	Result in the loss of forest land conversion of forest land to no forest use? The project is located within t term and/or future pipeline a urbanized boundaries of the C to a non-forest use.	n- he develope lignments is	not designa	ted forest land	as all areas are	e within the

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. I	ssue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e)	en loc co	volve other changes in the existing vironment, which, due to their cation or nature, could result in nversion of Farmland to non- ricultural use or conversion of				$\boxtimes$
		rest land to non-forest use? e project would not involve a chan	ge in land use an	d would not imr	act farmland or	forestland
1	AIR man	QUALITY – Where available, the agement or air pollution control dis	significance crite	eria established l	by the applicable	air quality
	a)	Conflict with or obstruct implementation of the applicable air quality plan?				
		Near-term and/or future pipeline generate air quality emissions as However, emission would occur the amount of harmful pollutants would only occur temporarily du typically involved in water/sewer When appropriate, dust suppression any near-term and/or future project	a result of the p during the const entering the air uring construction projects is small on methods would	proposed use (e. ruction phase of basin. The em on. Additionall ll-scale and gene ld be included as	g. vehicle miles the project and issions would be y, the construct rates relatively f project compon	traveled, etc). could increase e minimal and ion equipment few emissions. ents. As such,
	b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				
		Please see III.a				
	-	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				
		As described above, construction of				ns of dust and

other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related to construction activities to

Less Than Potentially Significant Less Than Significant with Impact Mitigation Impact Incorporated

Significant

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No Impact

below a level of significance. Therefore, any near-term and/or future pipeline alignments would not result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment in the region under applicable federal or state ambient air quality standards.

d) Expose sensitive receptors to substantial pollutant concentrations?

Issue

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, any near-term and/or future pipeline projects would not expose sensitive receptors to substantial pollutant concentrations.

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

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, any near-term and/or future pipeline projects would not create substantial amounts of objectionable odors affecting a substantial number of people.

#### IV. BIOLOGICAL RESOURCES – Would the project:

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

Near-term and/or future pipeline projects would be limited to development proposals that do not impact Sensitive Biological Resources. Any near-term and/or future actions that would impact Sensitive Biological Resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

b) Have a substantial adverse effect on any riparian habitat or other community identified in local or

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Issue		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				
	See IV. b)			•	
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but	· · · · ·			
•	not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				
	Any near-term and/or future pipelin way where wetlands would not be p Therefore, any near-term and/or fut resources. Any near-term and/or fut be consistent with this MND and a with the provisions of CEQA.	present, either ture pipeline pr ture actions th	within or adjacen ojects do not hav at would impact	t to the project' e the potential wetland resource	's boundaries. to impact thes ces would not
·	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of				

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

> Any near-term and/or future pipeline projects would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Any near-term and/or future pipeline projects may involve associated street improvements such as the replacement of street trees. However, trees that are covered under any kind of a preservation policy or ordinance would not be part of any future actions. Additionally, future project areas would lack any sensitive biological resources and would not require the removal of any unique or

in the developed public right of way which would not contain wildlife corridors.

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	Issue	Less Than Potentially Significant Less Than Significant with Significant No Impact Impact Mitigation Impact sensitive trees. As such, the project would not result in conflict with local policies protecting biological resources.
	f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?
		Near-term and/or future pipeline projects may be located in close proximity to, or adjacent to the City's Multi-Habitat Planning Area (MHPA), but not within the MHPA. MHPA Land Use Adjacency mitigation has been incorporated into the Mitigation, Monitoring and Reporting Program (MMRP) to mitigate indirect impacts to the MHPA. Therefore, the project does not have the potential to impact any habitat conservation plans and would not result in indirect impacts to the MHPA.
v.	CU	LTURAL RESOURCES – Would the project:
	a)	Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?
·		The purpose and intent of the <i>Historical Resources Regulations of the Land Development</i> <i>Code(Chapter14, Division 3, and Article 2)</i> is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises.
		CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources,

including archaeological resources, is considered to be historically or culturally significant.

Near-term and/or future pipeline projects may include future actions that would be analyzed for the potential to impact archaeological resources. For those proposals that include ground disturbing activities and are located within mapped areas of the City that indicate a potential for the discovery of archaeological resource, monitoring would be required. As such, when required, archaeological monitoring would reduce potential impacts to archaeological resources

to below a level of significance.

Issue

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Any near-term or future project which is located within a designated historical district would be subject to review by qualified historical staff to determine whether the project would have an adverse effect on the district requiring specific mitigation, as detailed in Section V., of the MND or if the project requires further review in accordance with the Historical Resources Regulations. A project which would adversely affect a designated historical district because it could not comply with the Secretary of the Interior Standards or implement the required MMRP would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

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

Near-term and/or future pipeline projects would include work that requiring trenching in areas where there is a potential for archaeological resources to be encountered. As such, the requirement for archaeological monitoring has been included in the MMRP. Projects that would have a direct impact on a recorded or designated archaeological site which requires Phase 2 Testing and mitigation measures (e.g. Archaeology Date Recovery Program) would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA. Projects which could be found to be adequately covered under this MND and only require monitoring would not result in a significant adverse change in the significance of a resource pursuant to §15064.5 with implementation of the MMRP identified in Section V., of the MND.

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

Near-term and/or future pipeline projects may include work that is underlain by sensitive fossil bearing formations which could be impacted if trenching is anticipated at depths greater than 10 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources.

To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce potential impacts to below a level of significance.

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

A potential to encounter human remains during construction activity within the City's public right-of-way exists for any near-term or future pipeline alignment project; especially in areas where work would occur within high sensitivity areas for archaeological resources which can include Native American remains. Mitigation measures addressing the unanticipated discovery

Issue

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

of Native American human remains are included in Section V of the MMRP. Implementation of these measures would reduce potential unanticipated impacts to below a level of significance.

For projects that are not covered under this environmental document (e.g., meet the criteria for a Statutory or Categorical Exemption under CEQA), then standard language regarding the unanticipated discovery of human remains of unknown origin found in the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")* would take precedence. Upon notification by the Contractor of the discovery of human remains of unknown origin, these requirements require that the Engineer shall immediately notify the San Diego County Coroner to start the investigation process, in accordance with the California Health and Safety Code §§7050.5 and 7051 and the California Public Resources Code.

## VI. GEOLOGY AND SOILS – Would the project:

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

Near-term and/or future pipeline projects would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would be below a level of significance.

ii) Strong seismic ground shaking?

Near-term and/or future pipeline projects would not expose people or structures to strong seismic ground shaking. The design of the proposed project and any subsequent projects would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

iii) Seismic-related ground failure, including

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Less Than Potentially Significant Less Than Issue Significant with Significant No Impact Impact Mitigation Impact Incorporated liquefaction? The design of any near-term and/or future pipeline projects would utilize proper engineering design standard construction practices to ensure that the potential for impacts from seismicrelated ground failure, including liquefaction would be below a level of significance. iv) Landslides?  $\boxtimes$ Near-term and/or future pipeline projects would not include actions that would expose people or structures to the risk of loss, injury, or death involving landslides. Pipeline design for projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance. b) Result in substantial soil erosion Х or the loss of topsoil? Construction of the near-term and/or future pipeline projects covered under this MND would take place within the developed public right of way. Any disturbances to streets and alleys would be replaced in kind. Additionally, appropriate BMPs aimed at preventing soil erosion would be incorporated during construction and design of the project. As such, project implementation would not result in a substantial amount of soil erosion or loss of topsoil. c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in Х on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? Near-term and/or future pipeline projects are located entirely within the City's PROW (See project descriptions). It is possible, that any near-term and/or future projects may be located throughout the City within the Public Right-of-Way and may be located within various Geologic Hazard Categories. However, proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant. d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994). Х creating substantial risks to life or property? The design of any near-term and/or future pipeline projects would utilize proper engineering design

The design of any near-term and/or future pipeline projects would utilize proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

Iss	ue		Potentially Significant	Less Than Significant with	Less Than Significant	No Impact
~	11:1- <b>:</b>		Impact	Mitigation Incorporated	Impact	
	supporting the u alternative waste systems where s	bable of adequately use of septic tanks of water disposal wewers are not disposal of waste				

The design of any near-term and/or future pipeline projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.

VII. GREENHOUSE GAS EMISSIONS - Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

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

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

Since any future pipeline projects covered in this CEQA document do not fit in the categories listed above, a GHG modeling analysis would be conducted for each project.

A GHG modeling analysis was conducted for each near-term project also covered in the MND. This modeling was conducted to determine the level of GHG emissions. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs and was utilized to quantify the project's GHG emissions. The model utilizes project information (e.g. total construction months, project type, construction equipment, grading quantities and the total disturbance area, etc.) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects.

**Harbor Drive project:** Results of the Roadway Construction Emissions Model output demonstrated that during the 6 months of construction the project would generate approximately 250 metric tons of emissions per year. On an annualized basis, the output would be approximately 500 metric tons per year. The output for the project falls well below the 900 metric ton per year figure. Therefore, based

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upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer/Water Job 732: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, this project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer Group 787: Results of the Roadway Construction Emissions Model output demonstrated that this project would produce a total of 555.9 metric tons of CO2 during the 19 month construction period. Assuming a September start, 117.0 metric tons would be generated in the second year, and 87.8 metric tons of CO2 would be generated in the third year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 914: Results of the Roadway Construction Emissions Model output demonstrated that this project's duration is 14 months and assuming a September start date the project would produce 141.5 metric tons of CO2 in the first year, and 353.7 metric tons of CO2 in the second year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 949: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, the project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

For a determination of whether future projects would be consistent with this MND, the Roadway Construction Emissions Model can be utilized. If the output is less than 900 metric tons of GHG annually, then no further analysis is needed and the project would be consistent with the GHG analysis in this document. If, however, the output from the Roadway Construction Emission Model is greater than 900 metric tons annually, then a formal GHG Analysis would be conducted incorporating appropriate mitigation measures. If the analysis indicates project implementation would result in 900 metric tons or more annually, then the project would not be consistent with the GHG analysis in this MND as the project would be required to incorporate mitigation to reduce its GHG output by 30% compared to the California Air Resources Board (CARB) 2020 business-as-usual forecast and a new Initial Study and MND would be prepared pursuant to CEQA.

b) Conflict with an applicable plan, policy, or regulation adopted for the

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purpose of reducing the emissions of greenhouse gases?

Issue

Please see VII.a. It is anticipated that the any near-term and/or future pipeline projects would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

Construction of any near-term and/or future pipeline projects covered under this MND may require the use of hazardous materials (e.g., fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal; however, these conditions would not occur during routine construction within the PROW. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Any near-term and/or future project alignments covered under this MND have the potential to traverse properties which could contain Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or contaminated sites located within a 1,000 feet from the project alignments; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement § 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state and federal regulations. Compliance with these requirements would minimize the risk to the public and the environmental; therefore, impacts would remain less than significant.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Several of the near-term projects are located within a <sup>1</sup>/<sub>4</sub> mile radius of an existing or proposed school

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and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the PROW. The same would be true for any future projects that may be proposed within <sup>1</sup>/<sub>4</sub> mile of an existing or proposed school and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered. In both cases, §803 of the City of San Diego's "*WHITEBOOK*" is included in all construction documents to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

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 d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the

environment?

Issue

Although none of the near-term project alignments covered in the document are identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, future projects could be located within close proximity to hazardous materials sites or within 1,000 feet from leaking USTs. However, as previously outlined in VIII a-c above, specific measures have been or will be incorporated into the contract specifications to address any contaminated soils encountered during construction related activities in accordance with local, state, and federal regulations. Therefore, with implementation of measures contained in the contract specifications, potential hazards would be reduced to below a level of significance.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within or in close proximity to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Since these near-term projects and any future projects are linear underground projects, construction of these types of projects would not introduce any new features that would result in a safety hazard for people residing in or working in the area or create a flight hazard.

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f) For a project within the vicinity of a private airstrip, would the project

Pipeline Rehabilitation AP-1 Appendix A - Addendum to A Mitigated Negative Declaration 154 | Page

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result in a safety hazard for people residing or working in the project area?

Issue

None of the near-term or future project alignments would be located within the vicinity of a private airstrip; no provide airstrips are located with the jurisdictional boundaries of the City of San Diego; therefore, no impact would result under this category.

g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Construction of any near-term or future projects would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.

 h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Construction of any near-term or future projects would be located within the City's Public Right-of-Way and would not be located within or adjacent wildlands that could pose a threat of wildland fires. Additionally, sewer and water infrastructure projects would not introduce any new features that would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

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

Potential impacts to existing water quality standards associated with the any near-term and/or future projects would include minimal short-term construction-related erosion/sedimentation, but would not include any long term operational storm water impacts. Any near-term and/or future projects would be required to comply with the City's Storm Water Standards Manual. Depending on the area of disturbance, projects would have to comply with either a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP). These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

b) Substantially deplete groundwater supplies or interfere substantially

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with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Issue

Any near-term and/or future projects do not propose the use of groundwater. Furthermore, these projects would not introduce a substantially large amount of new impervious surfaces over ground that could interfere with groundwater recharge. Therefore, construction of these projects would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

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

Any near-term and/or future projects would be located below the surface of the developed public right of way within paved streets. Upon completion of the installation of the utility lines the streets would be returned to their preexisting conditions. Therefore these projects would not substantially alter any existing drainage patterns.

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

Please see IX.c.

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

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Less Than Potentially Significant Less Than Significant with Significant Issue No Impact Impact Mitigation Impact Incorporated Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. Additionally, these projects would not result in a substantial increase in impervious surface, and therefore, would not contribute runoff water that would exceed the capacity of existing storm water systems. f) Otherwise substantially degrade  $\boxtimes$ water quality? Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. See IX-a. g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood  $\square$ Insurance Rate Map or other flood hazard delineation map? The near-term and/or future pipeline projects would not include the construction of any housing. h) Place within a 100-year flood hazard area, structures that would impede or  $\boxtimes$ redirect flood flows? The near-term and/or future pipeline projects would not impede the direction of flows or substantially impact a 100-year flood hazard area. i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including  $\boxtimes$ flooding as a result of the failure of a levee or dam? The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with flooding beyond those of any existing conditions. i) Inundation by seiche, tsunami, or  $\boxtimes$ mudflow? The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of any existing conditions. Х. LAND USE AND PLANNING – Would the project: a) Physically divide an established  $\boxtimes$ community? 22

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Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would not introduce new features that could divide an established community.

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

Issue

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

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

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure located entirely within the developed public right of way. Although some projects could be located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan, no conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V. of the MND.

#### XI. MINERAL RESOURCES – Would the project?

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

Areas surrounding the near-term project alignments are not being used for the recovery of mineral resources. Similarly, these areas are also not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of

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<b>]</b>	Issue availability of a known mineral reso	Potentially Significant Impact urce of value to the	Less Than Significant with Mitigation Incorporated ne region and th		No Impact
b)	Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				
	Areas surrounding the near-term pro- recovery of mineral resources or des Diego General Plan Land Use Ma accordance with this MND would resources could be affected. At this project, which would be located enti- a locally important mineral resource	signated for the re ap. Additionally, be evaluated bas is time however, irely within the P	any future pro ed on their pro it is not antici	ral resources or ojects submitte ximity to area ipated that any	the City of San d for review in where mineral future pipeline
XII.	NOISE – Would the project result in	1:			
a)	Exposure of persons to, or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				
	Any near-term or future pipeline proj the generation of operational nois construction related noise would resu regulated under San Diego Municip which places limits on the hours of exceeded. Therefore, people would existing noise regulations.	se levels in exc alt, but would be bal Code Section construction open	cess of existin temporary and 59.5.0404, "N rations and stan	g standards. I transitory in na loise Abatemer dard decibels v	However, some ture and strictly at and Control" which cannot be
b)	Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?				
	Any near-term or future pipeline proj disturbing vibrations during constru- construction methodology being e construction activities would be temp under San Diego Municipal Code Se limits on the hours of construction Therefore, people would not be ex- completion of each project.	action based on employed for exporary and transi- ction 59.5.0404, operations and s	the type of ec ach project ty tory in nature a "Noise Abatemo tandard decibel	uipment being pe. Noise oc nd would be st ent and Control s which canno	used and the curring during rictly regulated " which places t be exceeded.
c)	A substantial permanent increase in ambient noise levels in the project				
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vicinity above levels existing without the project?		Incorporated	
Any near-term or future pipeline project PROW would not permanently increas the project. Please see XII.a & b.			1

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

Issue

A portion of one near-term project would be located along Harbor Drive where the existing noise environment is already high due to its proximity to Lindbergh Field and from high traffic patterns surrounding the airport and nearby businesses. Other near-term and/or future projects covered under this MND may occur City-wide and result in temporary construction related noise impacts; however, the increase in noise due to construction activities would be temporary in nature and strictly regulated in accordance with the Municipal Code. These temporary and periodic construction related noise increased would not be considered substantial and therefore, the increase in ambient noise levels would be less than significant. Please see XII.a.

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

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within 2 miles of a public airport; specifically to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Although these near-term projects and any future projects are linear underground projects, construction would not in and of itself expose people residing in the area or construction workers to excessive noise levels beyond those that may currently exist. For projects within proximity to Lindbergh Field and heavily traveled roadways, the ambient noise level is already loud. Strict compliance with OSHA standards for worker safety would ensure that exposure to excessive noise levels would not occur for all other near-term and/or future pipeline projects.

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

. 1	None of the near- anticipated that any the urbanized areas would occur.	future projects w	e located within yould be either; m	with Mitigation Incorporated proximity to a ainly because no	o private airstri	ps are located in
XIII.	POPULATION AN	D HOUSING – V	Would the project	•		
a)	Induce substantial p in an area, either din example, by propos and businesses) or i example, through ex or other infrastructu	rectly (for ing new homes ndirectly (for stension of roads			□.	
	The near-term and infrastructure. Thes in order to keep up undeveloped areas therefore, no impact	e upgrades are in with current dema or introduce an	tended to improv nd. These project	e currently outd ts would not exte	lated sewer and end any existin	d water systems g roadways into
b)	Displace substantial existing housing, ne construction of repla elsewhere?	cessitating the				$\boxtimes$
	The near-term and/ infrastructure. These in order to keep up v	upgrades are int	ended to improve	e currently outd	ated sewer and	l water systems
c)	Displace substantial people, necessitating of replacement hous	the construction				
	See XIII b).					•
XIV.	PUBLIC SERVIC	ES	· · · · ·			
a)	Would the project re adverse physical imp with the provisions of physically altered go facilities, need for ne altered governmenta construction of which significant environm order to maintain according rations, response tim	acts associated f new or vernmental w or physically facilities, the n could cause ental impacts, in eptable service				
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]	<b>Issue</b> performance objectives f public services:	or any of the	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	i) Fire Protection	• •				$\boxtimes$
	Any near-term or fut Replacement and ins protection services. disruptions to traffic	tallation of util Future projec	lity infrastruct ts may requi	ture would not r re a Traffic C	equire any new ontrol Plan to	or altered fire ensure major
	ii) Police Protection	1				$\boxtimes$
	Any near-term or fut Replacement and inst protection services. disruptions to traffic	allation of utili Future project	ty infrastructu ts may requi	re would not rec re a Traffic Co	luire any new or ontrol Plan to	altered police ensure major
	iii) Schools	· ·				
	Any near-term or fut these projects would increase demand for s	not include c	onstruction of		· · · · ·	
·	v) Parks					$\boxtimes$
	Any near-term or fut projects would not cre		•			erefore, these
	vi) Other public facil	ities				$\boxtimes$
	Any near-term or futu gas, or other public fa keep up with current a	cilities. These p	projects would			
XV.	RECREATION -					
a)	Would the project increas existing neighborhood and parks or other recreational such that substantial physi deterioration of the facility occur or be accelerated?	l regional facilities cal				
	Implementation of the ne infrastructure. The impre-					

recreation areas. These projects would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, these

Ι	ssue projects would not increase the use deterioration of the facility would occu		Mitigation Incorporated reational areas	Less Than Significant Impact such that sub-	No Impact stantial physical
b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?				
XVI. I	Implementation of the near-term and/o infrastructure and would not include construction or expansion of recreation TRANSPORTATION/TRAFFIC – Woul	e the construct al facilities.			
a)	Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?				

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's Area of Potential Effect (APE). However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, these projects would not result in an increase of traffic which is substantial in relation to existing traffic capacities.

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

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic would not exceed cumulative or

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_ c)	individual levels of service. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				
	The near-term and any future projects or new features that could affect air t traffic.				•
d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				
	The near-term and any future projects of or design features that would increase City standards and therefore would meet	hazards in the	area. All project		
e)	Result in inadequate emergency access?				$\boxtimes$
	Construction of the near-term or any fur the project's APE. However, an approx construction so that there would be ade	ved Traffic Con	trol Plan would l		
f)	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?				
	Construction of the near-term or any fut construction activities as it relates to tra preparation of a Traffic Control Plan we significant.	ffic, pedestrian	s, public transit a	nd bicycles. Ho	owever, the
XVII.	UTILITIES AND SERVICE SYSTEMS	S – Would the J	project:		
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				
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	Ssue Construction of the near-term or any treatment of wastewater and would Control Board.				
b	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	Construction of the near-term or an improvements to water and sewer pipe would not result in a significant unmiti	line infrastruct	ure. Use of this ]	MND is limited	
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	Construction of the near-term or any find increase in impervious surfaces as the set these projects would not require the co of existing facilities.	scope is comple	etely within the (	City Right-of-W	ay. Therefore,
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				
	Construction of the near-term or any fu demand for water. These projects would City.				
e)	Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
	See XVII c)				
f)	Be served by a landfill with sufficient			$\boxtimes$	
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permitted capacity to accommodate the project's solid waste disposal needs?

Issue

Construction of the near-term or any future projects covered under this MND would not result in the demolition of structures. Construction of these projects would likely generate minimal waste. This waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

See XVII f). Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local state and feral regulations.

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#### XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

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

Any near-term and/or future pipeline projects covered under this MND would be located within the developed public right of way and would not impact any *Sensitive Biological Resources*. Projects that would be located adjacent to the MHPA would be required to incorporate MHPA Land Use Adjacency measures to reduce any potential indirect impacts. As such, indirect impacts would be mitigated to below a level of significance. With respect to historical resources, mitigation for archaeology, paleontology and the built environment have been incorporated into the MND. Each project would be analyzed and a determination made regarding which mitigation measures would be applied in the subsequent environmental document and would be required to comply with the mitigation measures further detailed in Section V of this MND. As a result, project implementation would not result in a significant impact to these resources.

b) Does the project have impacts that are

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

Issue

When viewed in connection with the effects of the near-term projects and any future pipeline projects on a Citywide basis, construction trenching has the potential to impact archaeological and paleontological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures found in Section V of the MND, this incremental impact would be reduced to below a level of significance.

Although any near-term and/or future projects could be located within a designated historical district, no direct or cumulative impact is anticipated because each project would be subject to review in accordance with the City's Historical Resources Guidelines, and for consistency with the Secretary of the Interior Standards and this environmental document. Measures to reduce potential indirect impacts for projects located within a historic district would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Therefore, no cumulative impact would result under these project types.

Because the near-term and/or future projects would not be located in areas where biological resources could be encountered and would not result in a cumulative loss of resources. Measures to reduce potential indirect impacts for projects located adjacent to the City's MHPA would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Implementation of the MHPA Land Use Adjacency Guidelines is consistent with the MSCP Subarea Plan & FEIR which addressed the cumulative loss of sensitive biological resources and edge effects on the MHPA from future development. Therefore, no cumulative impact would result under these project types.

c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

As stated previously, potentially significant impacts have been identified for Paleontological Resources, Archaeological Resources, Historical Resources (Historic Districts) and MHPA Land Use Adjacency. However, mitigation has been included in Section V of this MND to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact to human beings.

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## INITIAL STUDY CHECKLIST

#### REFERENCES

- I. AESTHETICS / NEIGHBORHOOD CHARACTER
- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.
- \_\_\_\_ Local Coastal Plan.

## II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- <u>X</u> City of San Diego General Plan.
- X U.S. Department of Agriculture, Soil Survey San Diego Area, California, Part I and II, 1973.
- California Agricultural Land Evaluation and Site Assessment Model (1997)
- \_\_\_\_\_ Site Specific Report:
- III. AIR QUALITY

California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.

- X Regional Air Quality Strategies (RAQS) APCD.
- \_\_\_\_\_ Site Specific Report:
- IV. BIOLOGY
- X City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- X City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- X City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan Resource Élement.

California Department of Fish and Game, California Natural Diversity Database, "State and

- Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- \_\_\_\_\_ Site Specific Report:

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

X City of San Diego Historical Resources Guidelines.

X City of San Diego Archaeology Library.

X Historical Resources Board List.

\_\_\_\_\_ Community Historical Survey:

\_\_\_\_\_ Site Specific Report:

## VI. GEOLOGY/SOILS

- X City of San Diego Seismic Safety Study.
- U.S. Department of Agriculture Soil Survey San Diego Area, California, Part I and II, December 1973 and Part III, 1975.
- \_\_\_\_\_ Site Specific Report:

## VII. GREENHOUSE GAS EMISSIONS

X Site Specific Report: <u>'Roadway Construction Emissions Models' conducted for each near-</u> term project (2010 & 2011).

#### VIII. HAZARDS AND HAZARDOUS MATERIALS

- X San Diego County Hazardous Materials Environmental Assessment Listing
- \_\_\_\_\_ San Diego County Hazardous Materials Management Division
- \_\_\_\_\_ FAA Determination

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

\_\_\_\_\_ Airport Land Use Compatibility Plan.

\_\_\_\_\_ Site Specific Report:

## IX. HYDROLOGY/WATER QUALITY

X Flood Insurance Rate Map (FIRM).

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

\_\_\_\_ Clean Water Act Section 303(b) list, <u>http://www.swrcb.ca.gov/tmdl/303d\_lists.html</u>). Site Specific Report:

- X. LAND USE AND PLANNING
- X City of San Diego General Plan.
- X Community Plan.
- X Airport Land Use Compatibility Plan: Lindberg Field
- X City of San Diego Zoning Maps
- \_\_\_\_\_ FAA Determination
- XI. MINERAL RESOURCES
- \_\_\_\_ California Department of Conservation Division of Mines and Geology, Mineral Land Classification.
- \_\_\_\_\_ Division of Mines and Geology, Special Report 153 Significant Resources Maps.
- X California Geological Survey SMARA Mineral Land Classification Maps.
- \_\_\_\_\_ Site Specific Report:
- XII. NOISE
- <u>X</u> Community Plan
- X San Diego International Airport Master Plan CNEL Maps.
- \_\_\_\_\_ MCAS Miramar ACLUP
- Brown Field Airport Master Plan CNEL Maps.
- <u>X</u> Montgomery Field CNEL Maps.
- \_\_\_\_ San Diego Association of Governments San Diego Regional Average Weekday Traffic Volumes.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- \_\_\_\_\_ City of San Diego General Plan.
- \_\_\_\_\_ Site Specific Report:

## XIII. PALEONTOLOGICAL RESOURCES

- X City of San Diego Paleontological Guidelines.
- \_\_\_\_ Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego,"
  <u>Department of Paleontology</u> San Diego Natural History Museum, 1996.
- X Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2

Minute Quadrangles," <u>California Division of Mines and Geology Bulletin</u> 200, Sacramento, 1975.

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

## XIV. POPULATION / HOUSING

- X City of San Diego General Plan.
- <u>X</u> Community Plan.
- \_\_\_\_\_ Series 11 Population Forecasts, SANDAG.
- \_\_\_\_ Other:
- XV. PUBLIC SERVICES
- X City of San Diego General Plan.
- X Community Plan.
- XVI. RECREATIONAL RESOURCES
- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.
- \_\_\_\_\_ Department of Park and Recreation
- \_\_\_\_ City of San Diego San Diego Regional Bicycling Map
- \_\_\_\_\_ Additional Resources:

## XVII. TRANSPORTATION / CIRCULATION

- X City of San Diego General Plan.
- X Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.
- \_\_\_\_\_ Site Specific Report:

### XVIII. UTILITIES

- X City of San Diego General Plan.
- X Community Plan.

Site Specific Report:

- XIX. WATER CONSERVATION
- \_\_\_\_\_ City of San Diego General Plan.
- \_\_\_\_ Community Plan.

Sunset Magazine, <u>New Western Garden Book</u>. Rev. ed. Menlo Park, CA: Sunset Magazine.

Site Specific Report:

# PIPELINE REHAB AP-1 PROJECT ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100 (Project No. 599129) AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

# ADOPTED ON APRIL 25, 2018

WHEREAS, on February 23, 2018, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Pipeline Rehab AP-1 project (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 April 25, 2018; and

WHEREAS, on April 25, 2018, 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:

- 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:

Merry Santors

Date: April 25, 2018

ATTACHMENT: EXHIBIT A – MITIGATION MONITORING AND REPORTING PROGRAM

# EXHIBIT A

#### MITIGATION MONITORING AND REPORTING PROGRAM PIPELINE REHAB AP-1 PROJECT PROJECT NO. 599129

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.

### Historical Resources (Archaeology)

- I. <u>Prior to Permit Issuance or Bid Opening/Bid Award</u>
  - 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 inhouse, a letter of verification from the PI stating that the search was completed.
  - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
  - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
  - 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or

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

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

# III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  - 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. <u>The Construction Manager is</u> 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 <u>that</u> 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
  - 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 Bl, 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 Rightof-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. <u>Post Construction</u>

- 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.

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

## **APPENDIX B**

## FIRE HYDRANT METER PROGRAM

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

- 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.)

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

- 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. **<u>POLICY</u>**

- 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 <sup>1</sup>/<sub>2</sub>" 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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	SUPERSEDES DI 55.27	<b>DATED</b> April 21, 2000

- 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 reinstallation.
- 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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	<b>DEPARTMENT</b> Water Department
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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. <u>FEE AND DEPOSIT SCHEDULES</u>

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. Theses 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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 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

Dry of San Diego PUBLIC UTILITIES Water & Wastewoter	Application f Hydrant Met	(	HIBIT A)	(For Office Us	se Only) FAC#	
			DATE		ВҮ	
Meter Informatio		(619) 527-7449	Application Date	Ree	quested Install	Date:
Fire Hydrant Location: (Attach D	Detailed Map//Thomas Bros. I	Map Location or Cons	ruction drawing.) Zip:	<u>T.E</u>	<u>B.</u>	G.B. (CITY USE)
Specific Use of Water:						
Any Return to Sewer or Storm D	Drain, If so , explain:	-				
Estimated Duration of Meter Us	se:			Che	eck Box if Recla	imed Water
Company Information						
Company Name:			÷			
Mailing Address:						
City:	State	e: Z	ip:	Phone:	()	
*Business license#		*Cont	ractor license#		( )	
A Copy of the Contractor	r's license OR Business	License is requi	red at the time	of meter iss	suance.	
Name and Title of Bil (PERSON IN ACCOUNTS PAYABLE)				Phone:		
Site Contact Name ar	nd Title:		i.	Phone:	()	
Responsible Party Na	ime:			Title:		2
Cal ID#				Phone:	( )	
Signature:		Da	ite:			· r. ·
Guarantees Payment of all Charges I	Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the	proper use of Fir	e Hydrant Meter
		÷.,				
Fire Hydrant Mete	r Removal Requ	est	Requested R	emoval Date		Ť.
Provide Current Meter Location	if Different from Above:					
Signature:			Title:		Date:	1 (4 (*
Phone: ( )		Pager:	( )		*******	5 x23 5 4 22 9
						Na di Bandi da Cara ga na na di Kara da Cara da
City Meter	Private Meter			San ta a ta a successive a successive a successive successive successive successive successive successive succe	den se sense de la company	
Contract Acct #:		Deposit Amount:	\$ 936.00	Fees Amoun	nt: <b>\$ 62.0</b>	00
Meter Serial #		Meter Size:	)5	Meter Make	and Style:	6-7

Backflow Size:

Signature:

Backflow #

Name:

Backflow

Make and Style:

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. Ероху

## 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 )

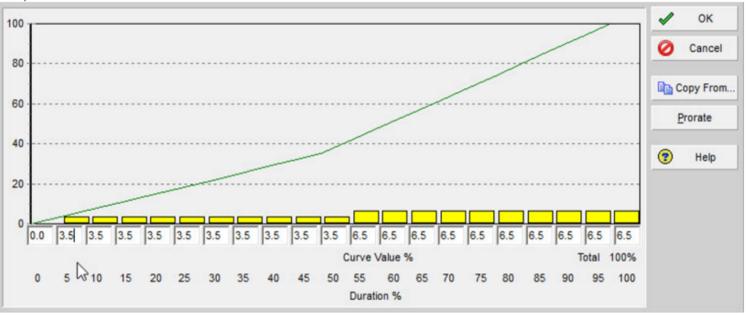
em #	Item Description		Contract Authorization					ous Totals		This Estir		Totals to Date			
	-	Unit	Price	Qty		Extension	%/QTY		nount		mount	% / QTY		nount	
1					\$	-		\$	-	\$	-	0.00	\$	-	
2					\$	-		\$	-	\$	-	0.00%	\$	-	
3					\$	-		\$	-	\$	-	0.00%	\$	-	
4					\$	-		\$	-	\$	-	0.00%	\$	-	
5					\$	-		\$	-	\$	-	0.00%	\$	-	
6					\$	-		\$	-	\$	-	0.00% 0.00%	\$	-	
7					\$ \$	-		\$ \$	-	\$	-	0.00%	\$ \$	-	
8					\$ \$	-		\$ \$	-	\$	-	0.00%	\$ \$	-	
5					\$ \$	-		\$ \$	-	\$	-	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%	\$	-	
					\$	-		\$	-	\$	-	0.00%	\$	-	
	CHANGE ORDER No.				\$	-		\$	-	\$	-	0.00%	\$	-	
					\$	-		\$	-	\$	-	0.00%	\$	-	
	Total Authorized Ame	ount (inclu	iding approved Char	nge Order)	\$	-		\$	-	\$	-	Total Billed	\$	-	
_	SUMMARY							=		and/or Escrow					
	A. Original Contract Amount		\$-		-	that the materi									
	B. Approved Change Order #00 Thru #00	0	\$ -	hav	ve bee	n received by m	e in	Total Re	etention Re	equired as of this bi		\$0.0			
Ī	C. Total Authorized Amount (A+B)	\$ -	the quality and quantity spe			ecified	Previo	us Retenti	on Withheld in PO		\$0.0				
	D. Total Billed to Date	\$ -					Add'l A		\$0.0						
ľ	E. Less Total Retention (5% of D)	\$ -		Resi	dent Engineer		Amt to	:							
ŀ	F. Less Total Previous Payments														
ŀ	G. Payment Due Less Retention		Constr	uction Enginee	r										
	H. Remaining Authorized Amount		South action Engineer			Contractor Signature and Date:									

# Sample Project Spend Curve

#### Sample Date Entries Required

Incremental Curve Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Duration % Increment	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





## **PIPELINE REHABILITATION AP-1**

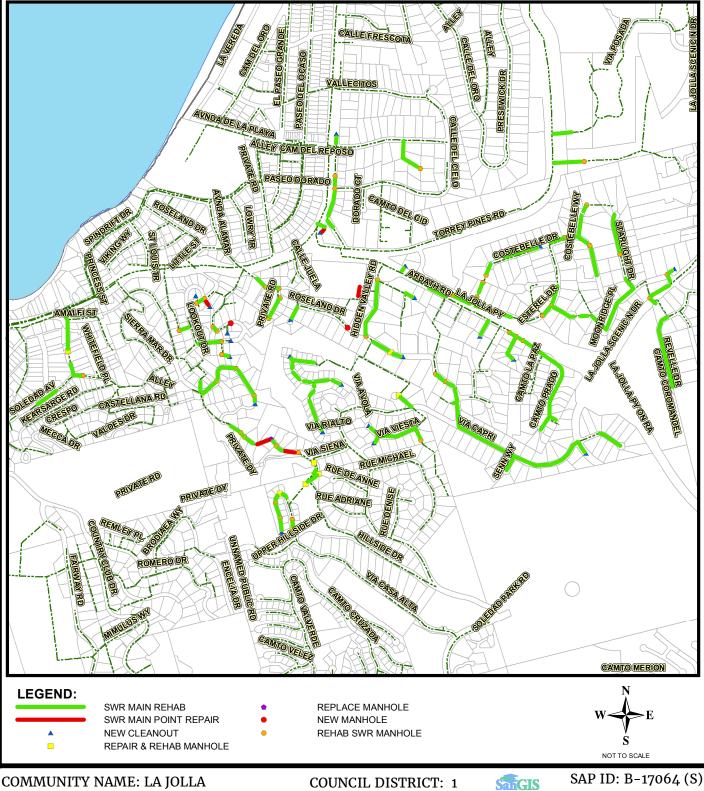
SENIOR ENGINEER NABIL BATTA 858-614-4524

PROJECT MANAGER AZIN NOUR 619-533-5227

SHAZA NEZHA 619-533-4695

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

### LOCATION MAP 1 OF 1



DATE: FEBRUARY 22, 2018 SharowDiRowD-Section-3-WaterandWastewaterPipelines\Rehab AP-1\Design\7-Utility Relocation Design\CIP Track\Shapefile & Design\PDF fol Pipeline Rehabilitation AP-1

folder update 12 21 17\Location & Key Map

203 | Page

## APPENDIX F

## SEWER PIPELINE REHABILITATION AND STREET RESURFACING MAPS

## CONTRACTOR'S NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
- 2. CONTRACTOR IS RESPONSIBLE FOR SAFE AND STABLE EXCAVATION IN ALL AREAS INCLUDING BUT NOT LIMITED TO SLIDE PRONE FORMATION AREAS AND HILLSIDE AREAS. CONTRACTOR SHALL MEET THE REQUIREMENTS OF CAL/OSHA IN ALL ASPECTS OF WORK.
- 3. CONSTRUCTION STORM WATER PROTECTION NOTES
  - a. TOTAL SITE DISTURBANCE AREA- 0.02 (ACRES)
  - b. HYDROLOGIC UNIT/WATERSHED- Penasquitos / Mission Bay
  - c. HYDROLOGIC SUBAREA NAME & NO. 906.30
  - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

⊠WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

#### SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ

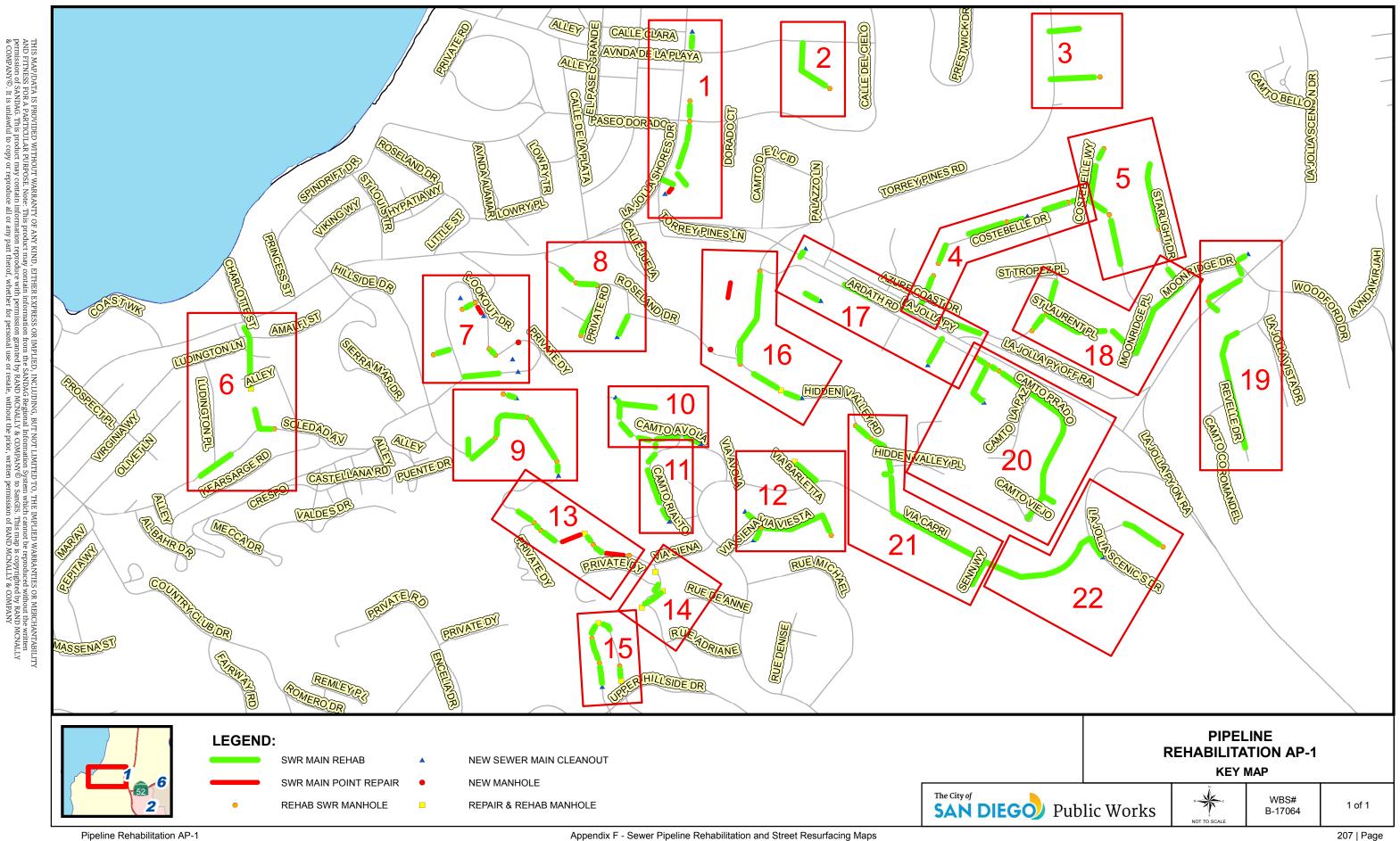
TRADITIONAL: RISK LEVEL  $1 \Box \ 2 \Box \ 3 \Box$ 

LUP: RISK TYPE  $1 \Box 2 \Box 3 \Box$ 

e. CONSTUCTION SITE PRIORITY

 $\boxtimes$  ASBS  $\square$  HIGH  $\square$  MEDIUM  $\square$  LOW

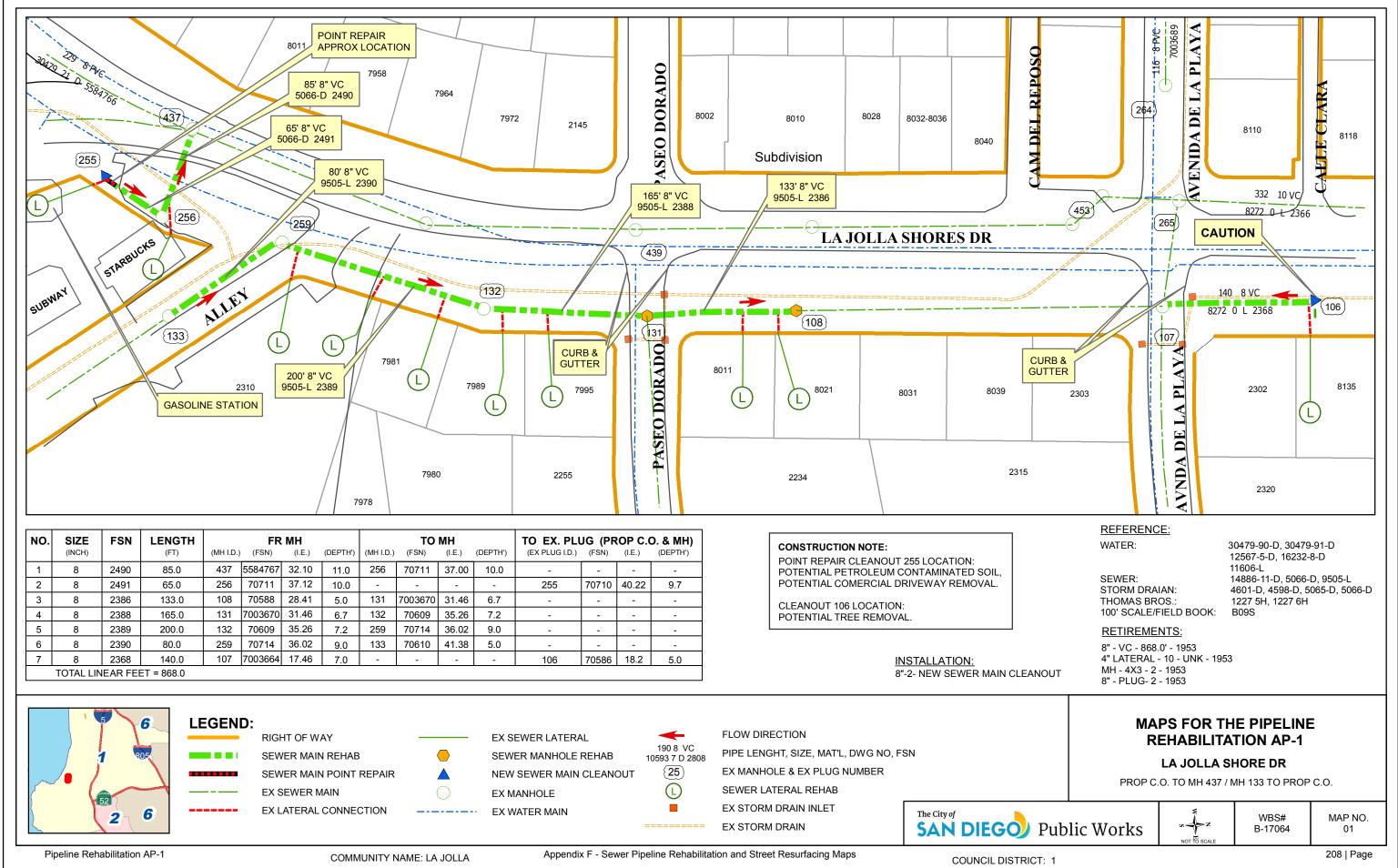
4. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATIED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

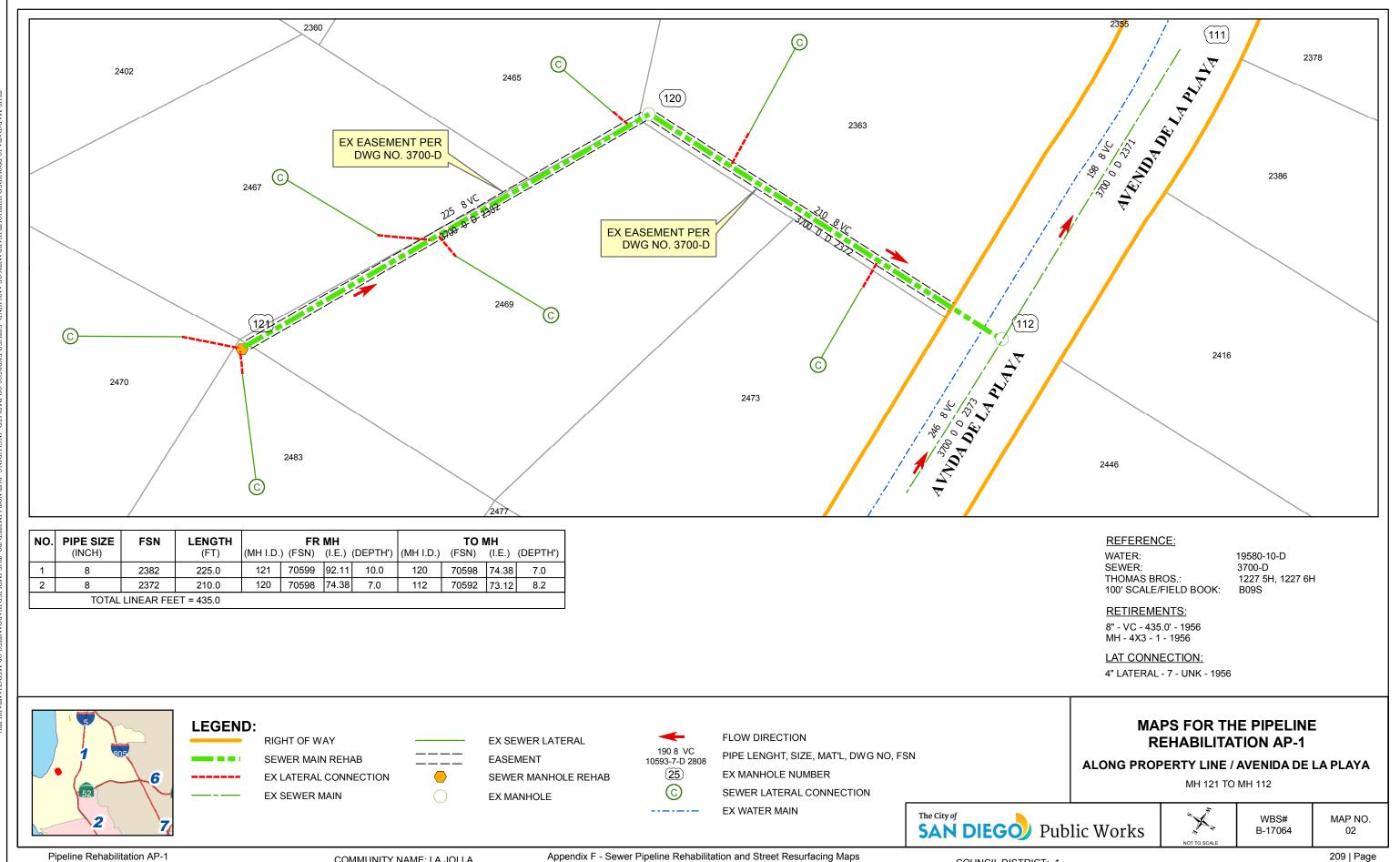


Pipeline Rehabilitation AP-1 COMMUNITY NAME: LA JOLLA



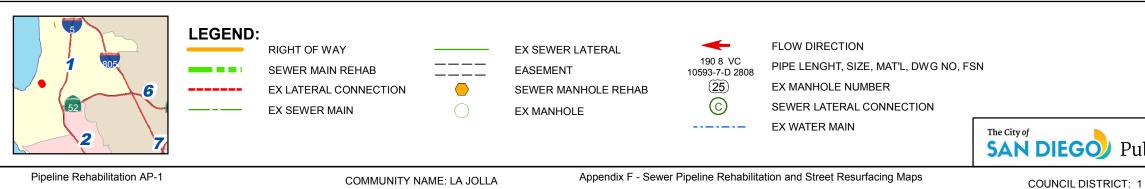
COUNCIL DISTRICT: 1

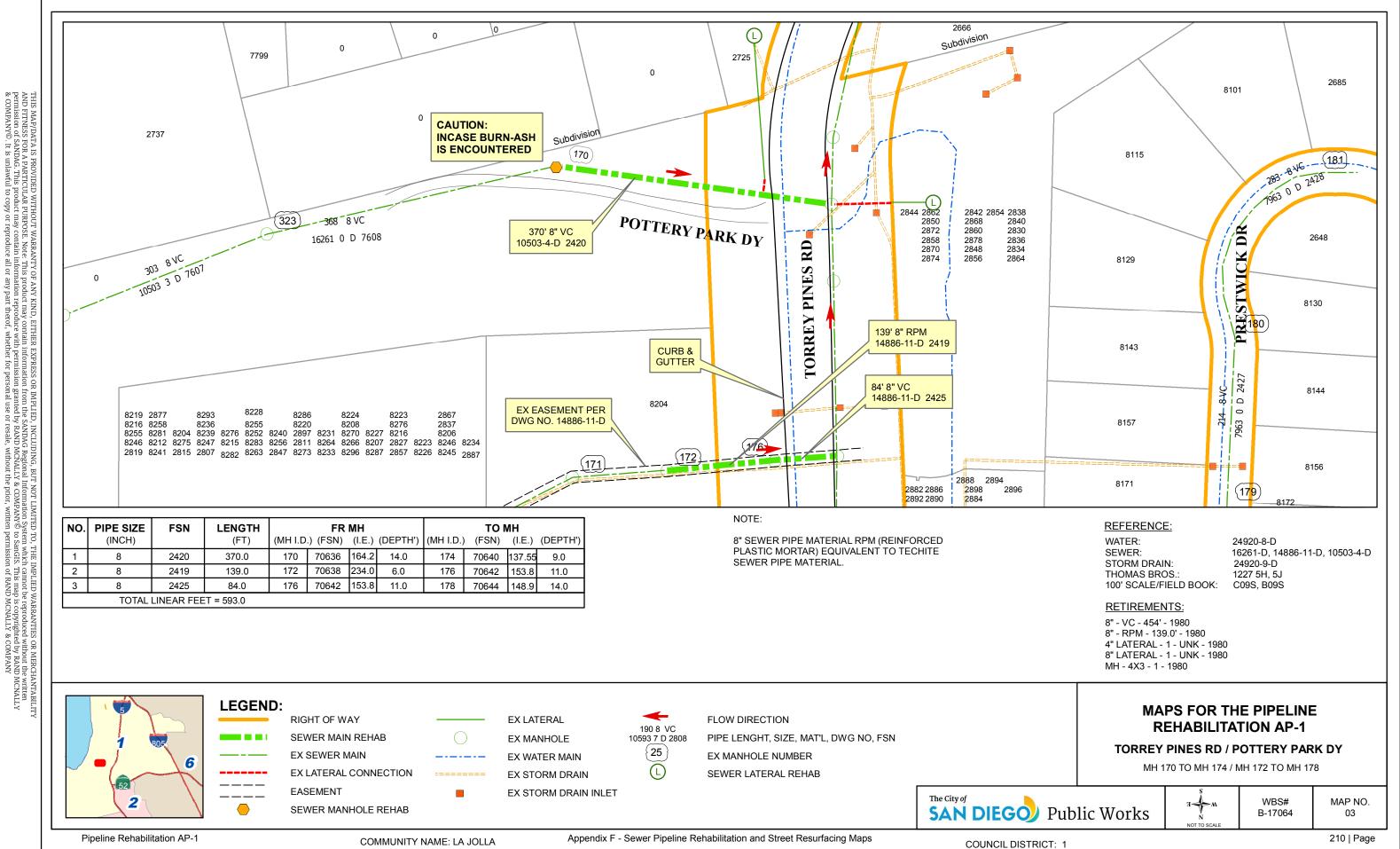


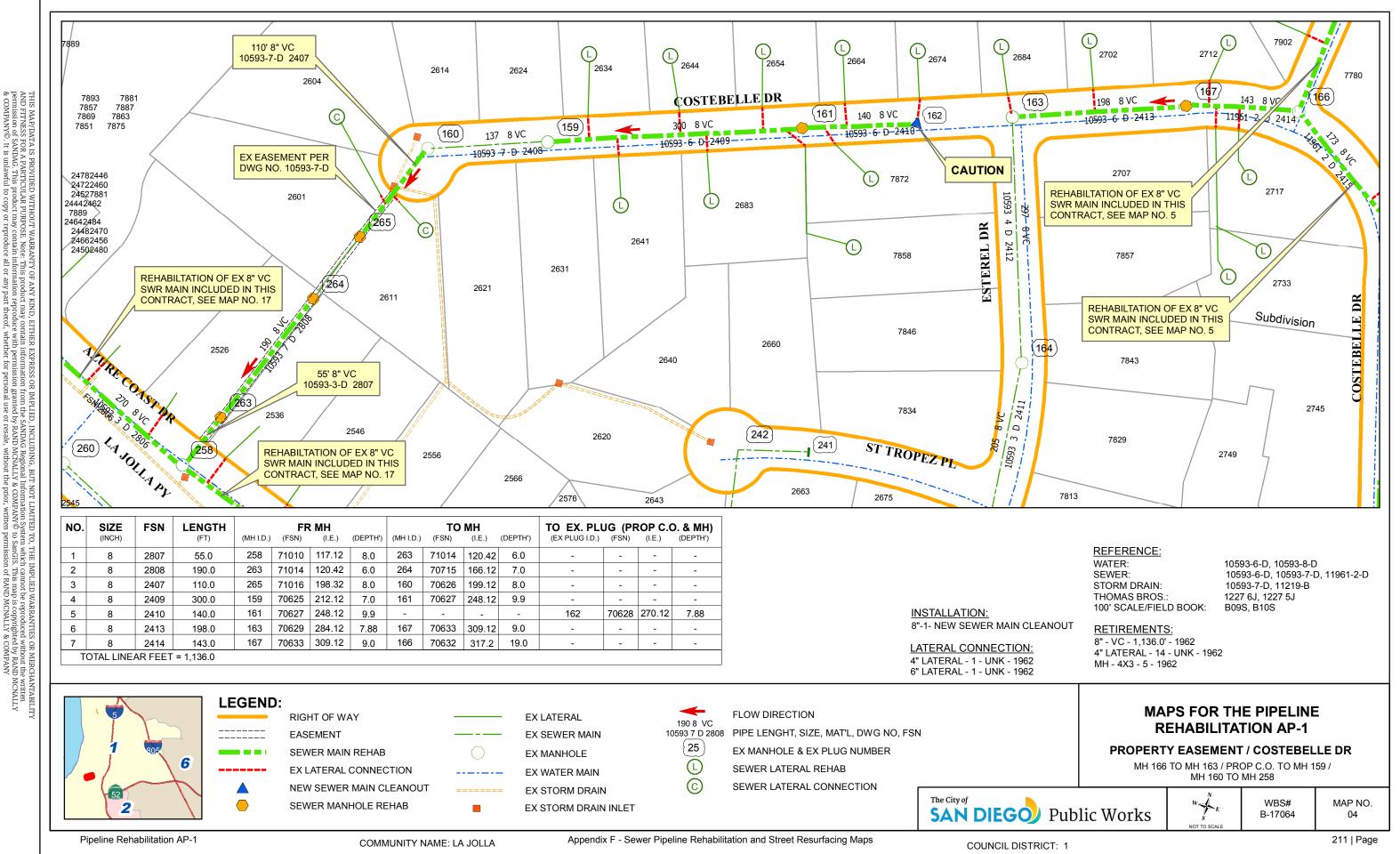


NO.	PIPE SIZE (INCH)	FSN	LENGTH (FT)	(MH I.D.		<b>MH</b> (I.E.)	(DEPTH')	(MH I.D.)	TO I (FSN)	••••			
1	8	2382	225.0	121	70599	92.11	10.0	120	70598	74.38	7.0		
2	8	2372	210.0	120	70598	74.38	7.0	112	70592	73.12	8.2		
TOTAL LINEAR FEET = 435.0													

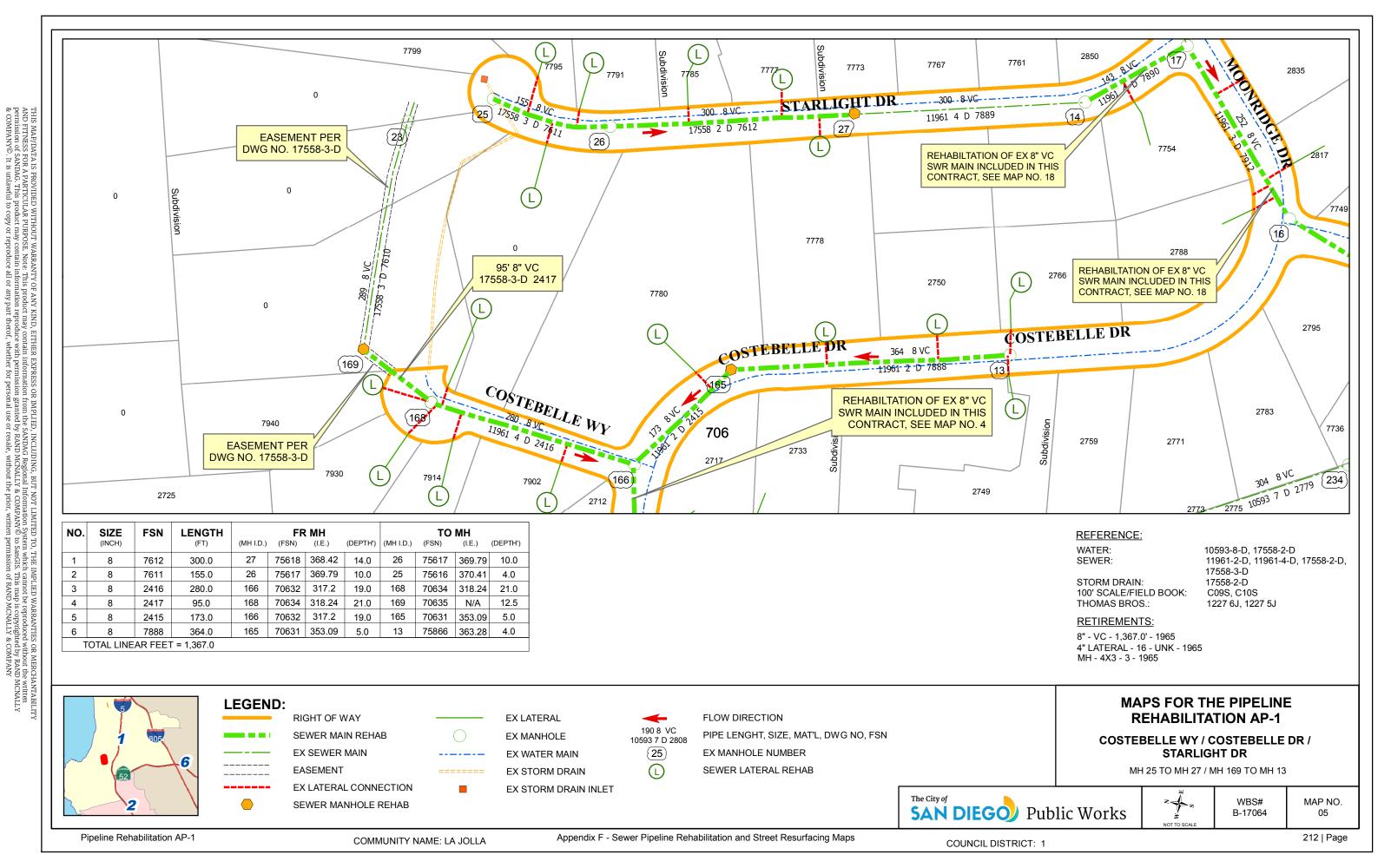
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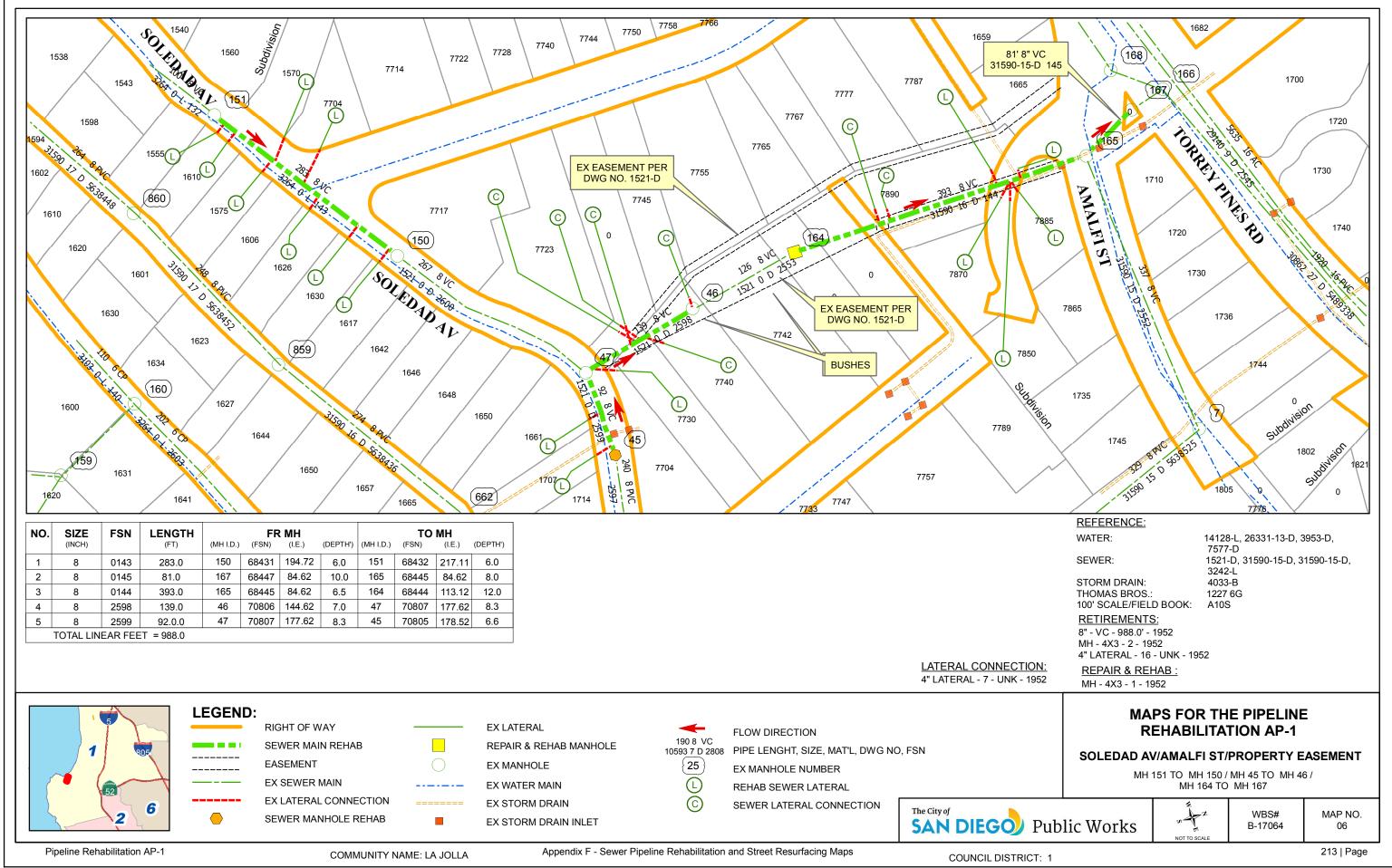


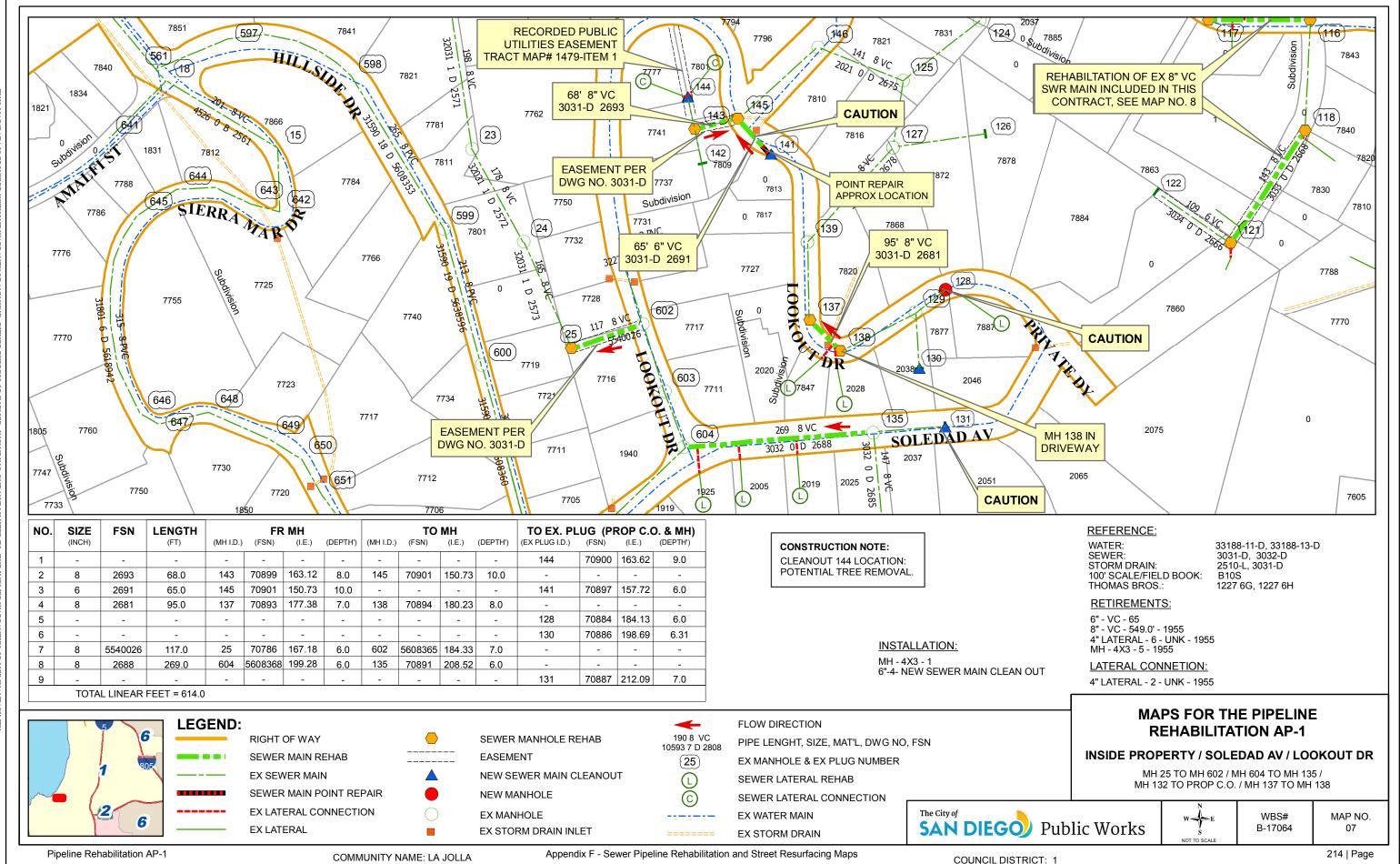




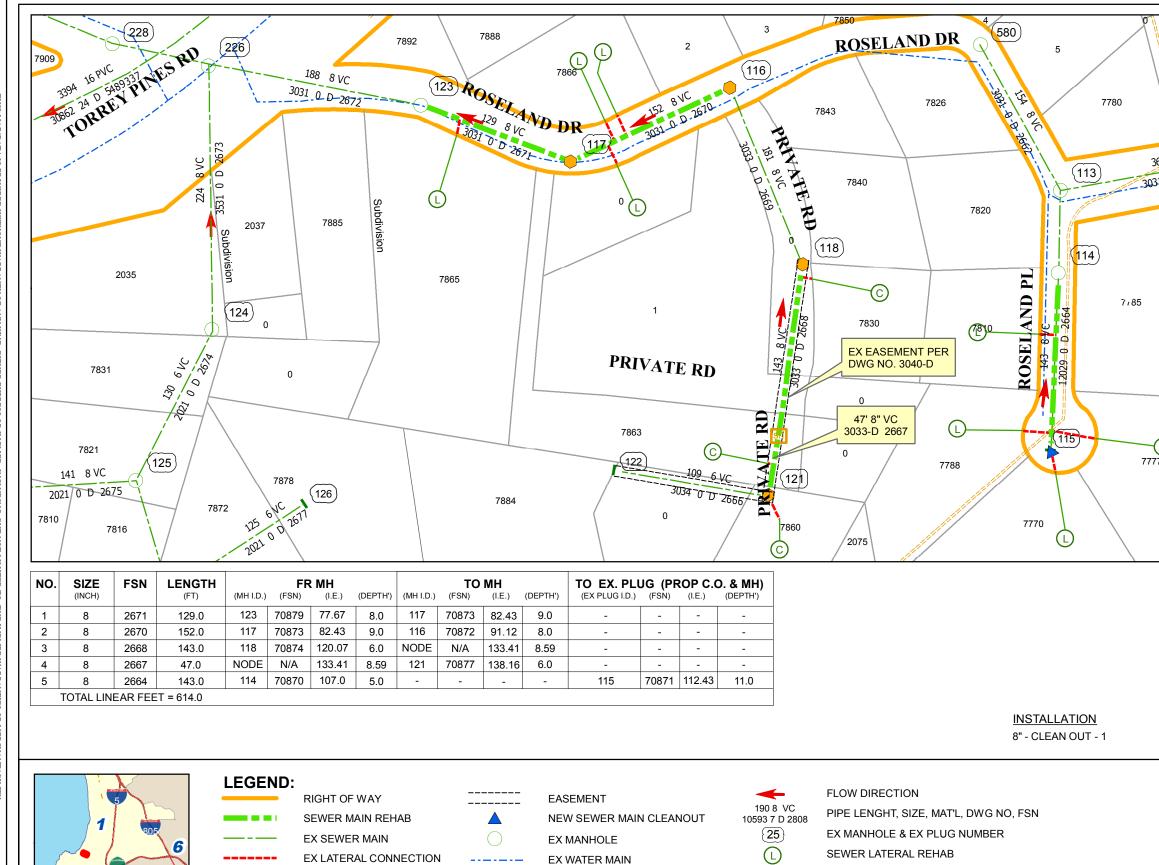
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COMMUNITY NAME: LA JOLLA

SEWER MANHOLE REHAB

**EX LATERAL** 

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Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

EX STORM DRAIN

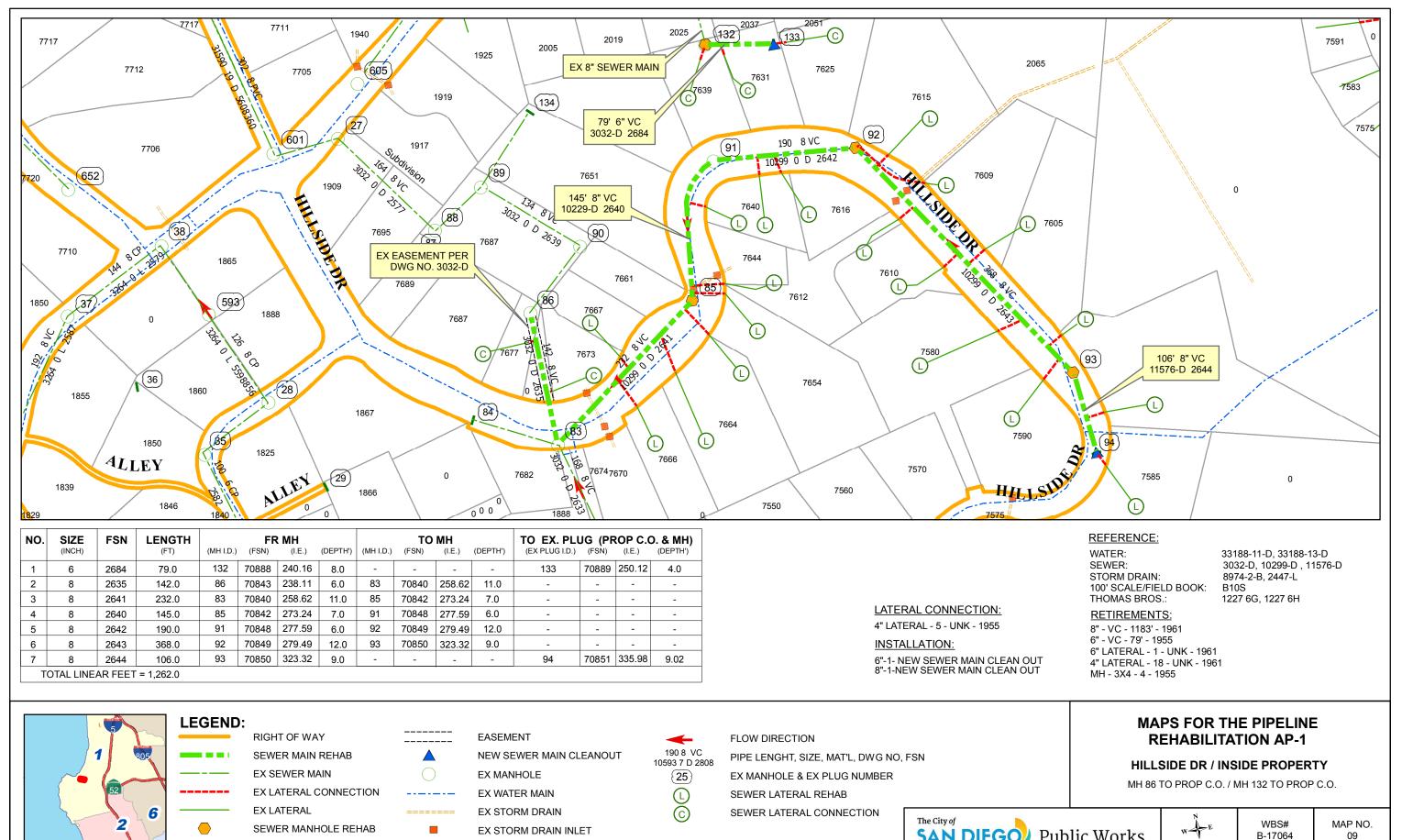
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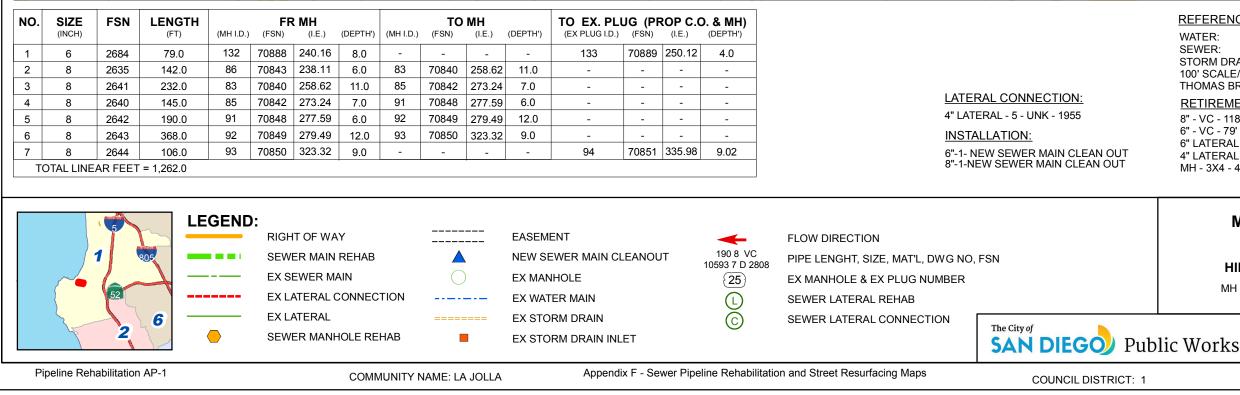
COUNCIL DISTRICT:

The City of

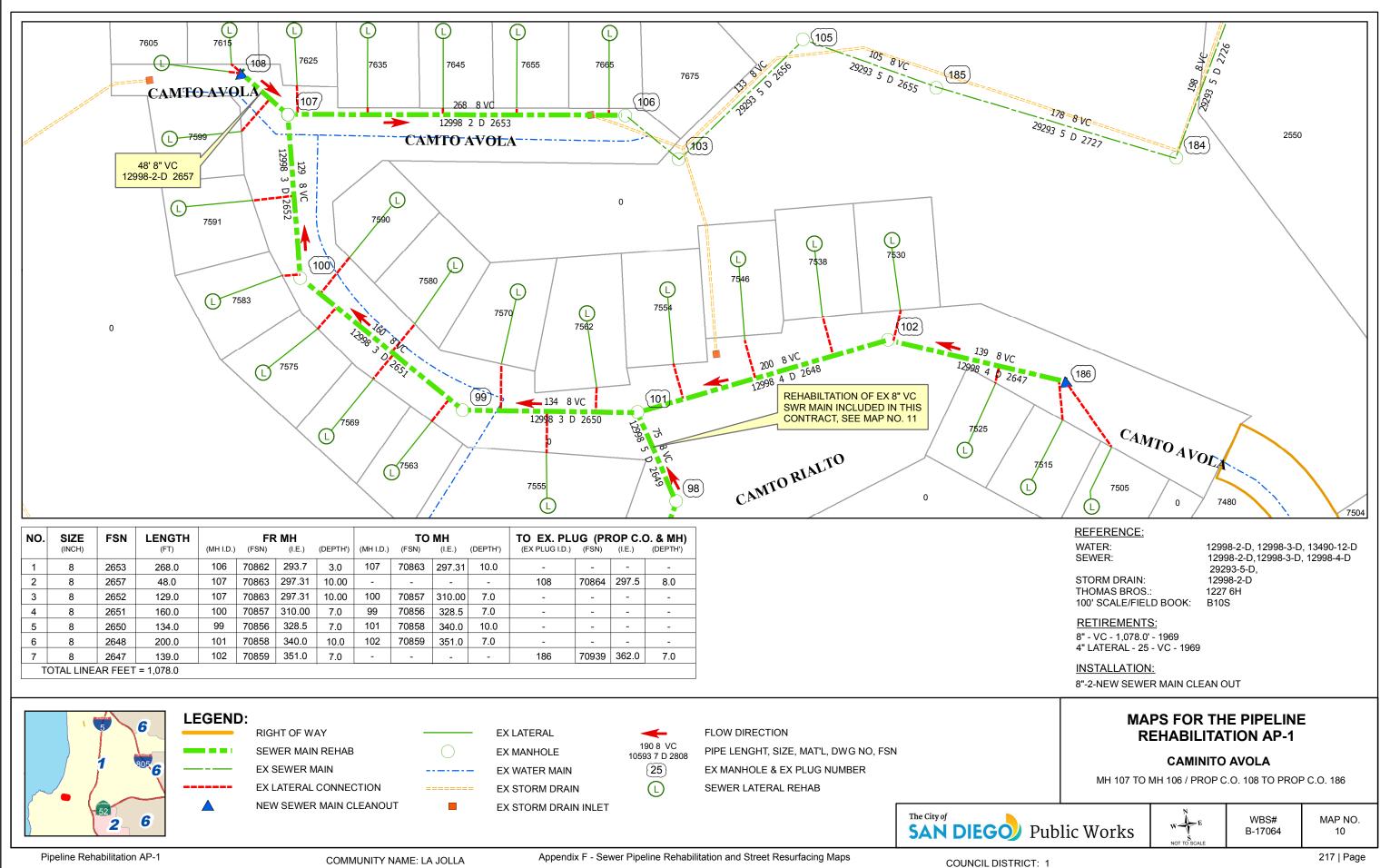
Pipeline Rehabilitation AP-1

	10	AND DR	12	109				
	ROSEL							
63 8 VC 1-0 D- 2659								
1-0	11 2001 RO	SELAND D	<b>JR</b> 7750	7740				
			0					
	REFERENCE:           WATER:           SEWER:           STORN DRAIN:           100' SCALE/FIEL           THOMAS BROS.           RETIREMENT           8" - VC - 471' - 11           8" - VC - 143' - 11           4" LATERAL - 8 - MH - 3X4 - 4 - 19           LATERAL CON           4" LATERAL - 14	3031 1202 D BOOK: B105 : 1227 <u>S:</u> 955 966 • UNK - 1955 955 <u>INECTION:</u>	8-11-D, 12029-D, -D, 3033-D, 3034- 9-D, 9773-D, 7773 S 6G, 1227 6H	D, 12029-D				
	RI	PS FOR TH EHABILITA DR / PRIVAT 23 TO MH116 / M MH 114 TO F	TION AP-1 TE RD / ROSE 1H 118 TO MH 12	LAND PL				
ıb	lic Works	NOT TO SCALE	WBS# B-17064	MAP NO. 08				
1				215   Page				

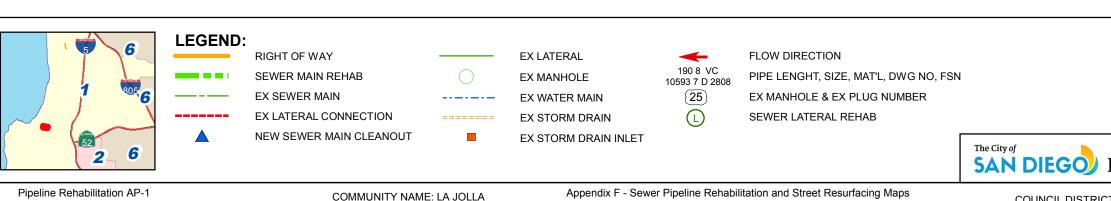


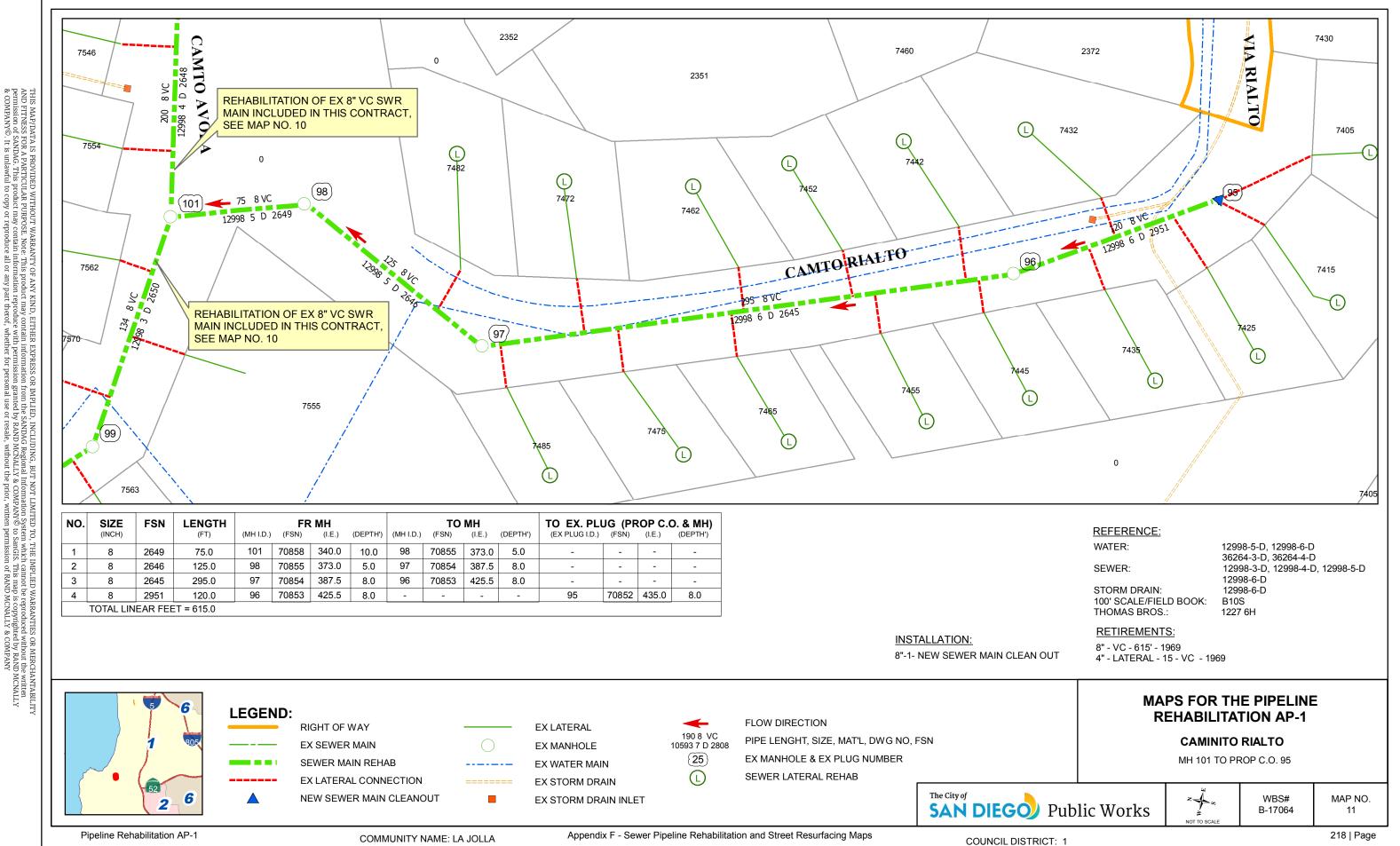


216 | Page



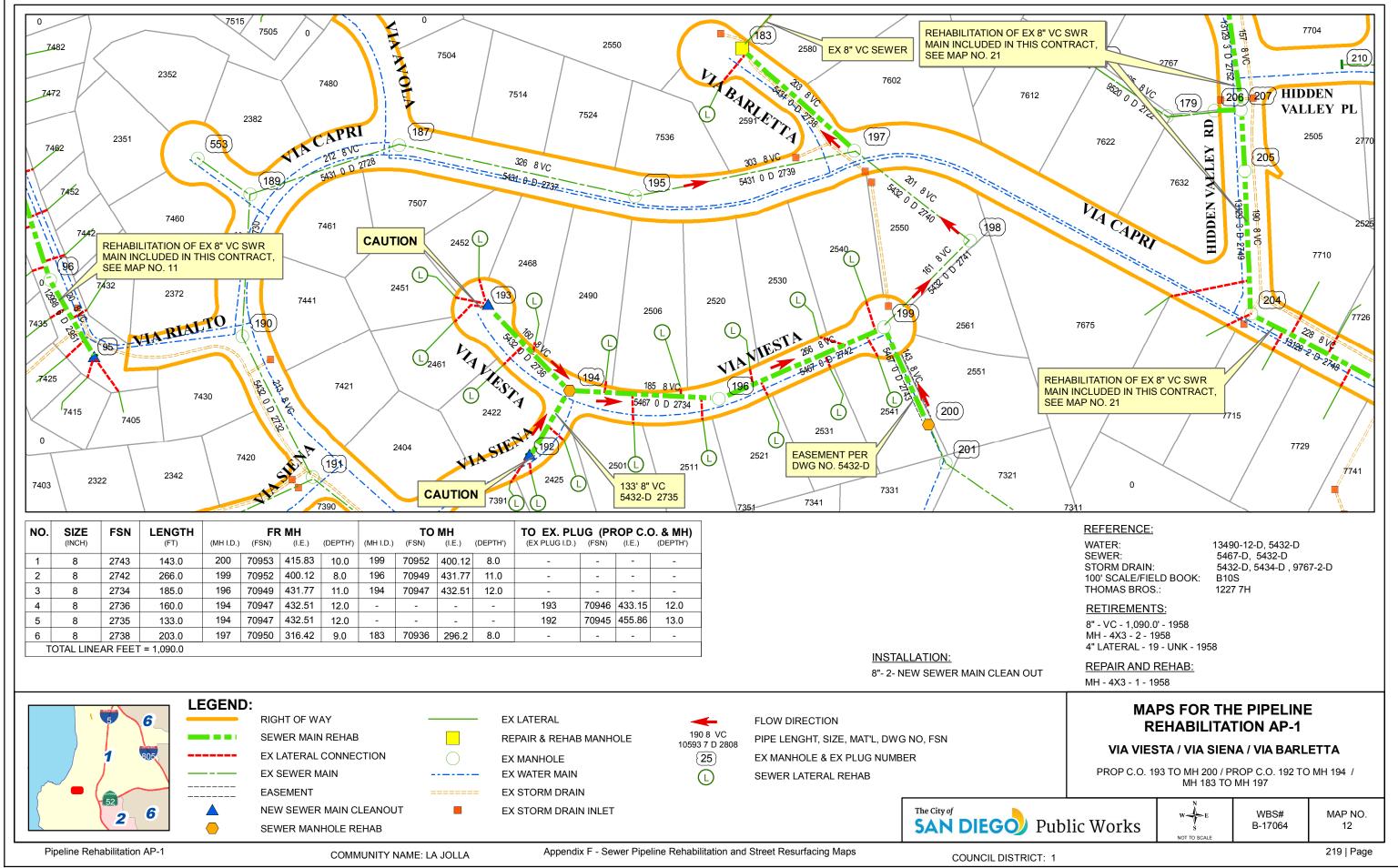
NO.	SIZE	FSN	LENGTH	FR MH			ТО МН				TO EX. PLUG (PROP C.O. & MH)				
	(INCH)		(FT)	(MH I.D.)	(FSN)	(I.E.)	(DEPTH')	(MH I.D.)	(FSN)	(I.E.)	(DEPTH')	(EX PLUG I.D.)	(FSN)	(I.E.)	(DEPTH')
1	8	2653	268.0	106	70862	293.7	3.0	107	70863	297.31	10.0	-	-	-	-
2	8	2657	48.0	107	70863	297.31	10.00	-	-	-	-	108	70864	297.5	8.0
3	8	2652	129.0	107	70863	297.31	10.00	100	70857	310.00	7.0	-	-	-	-
4	8	2651	160.0	100	70857	310.00	7.0	99	70856	328.5	7.0	-	-	-	-
5	8	2650	134.0	99	70856	328.5	7.0	101	70858	340.0	10.0	-	-	-	-
6	8	2648	200.0	101	70858	340.0	10.0	102	70859	351.0	7.0	-	-	-	-
7	8	2647	139.0	102	70859	351.0	7.0	-	-	-	-	186	70939	362.0	7.0
TOTAL LINEAR FEET = 1,078.0															

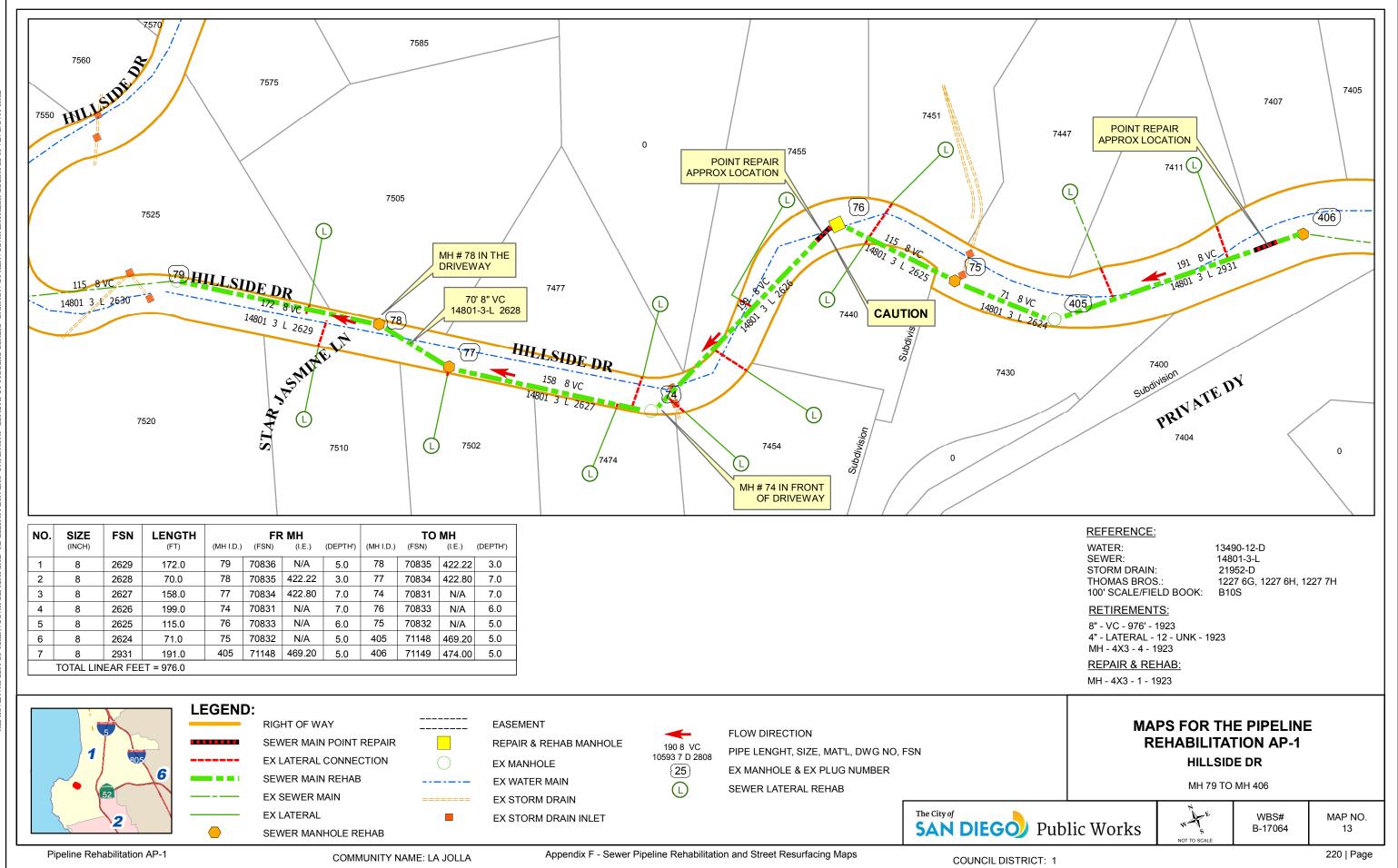


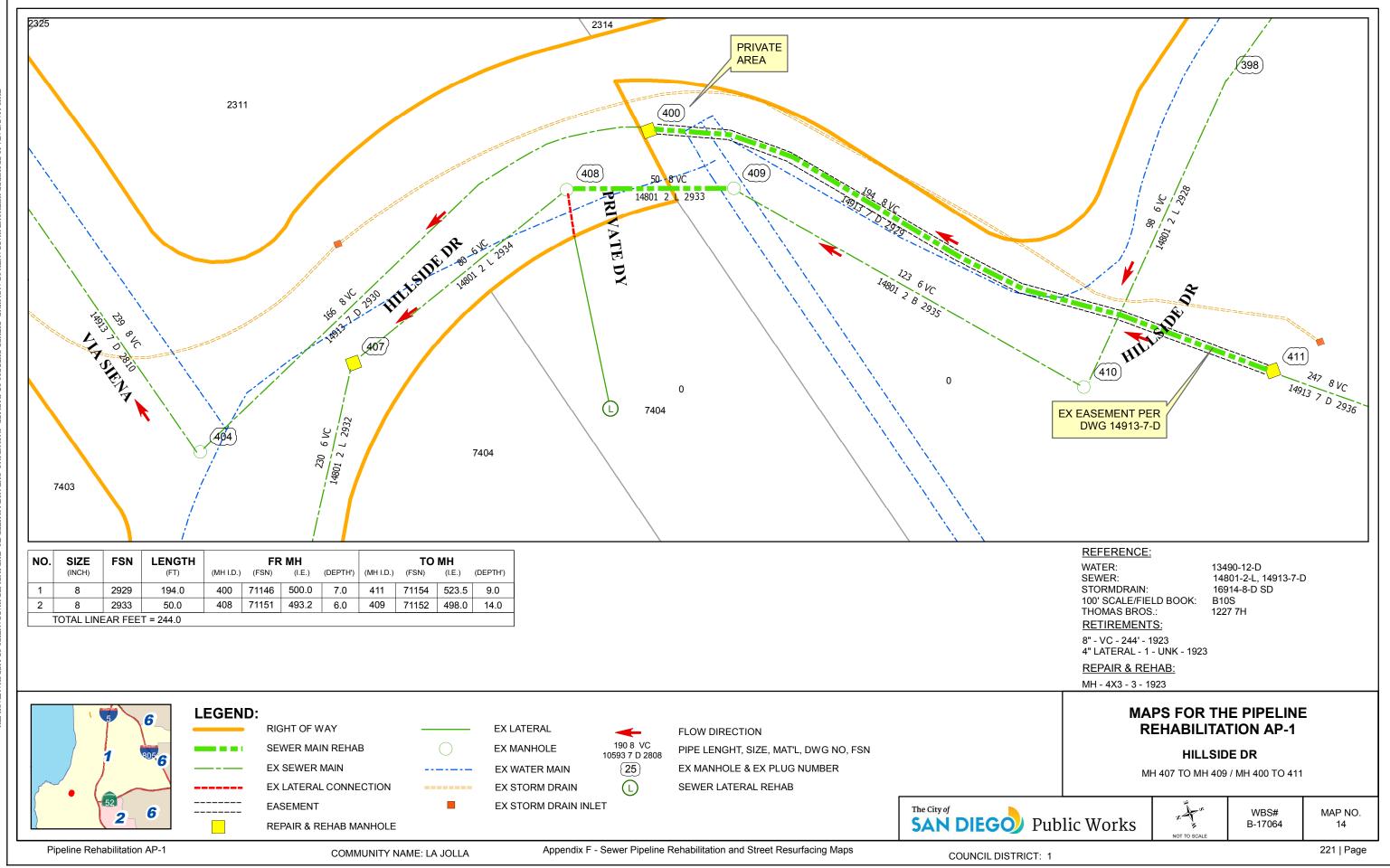


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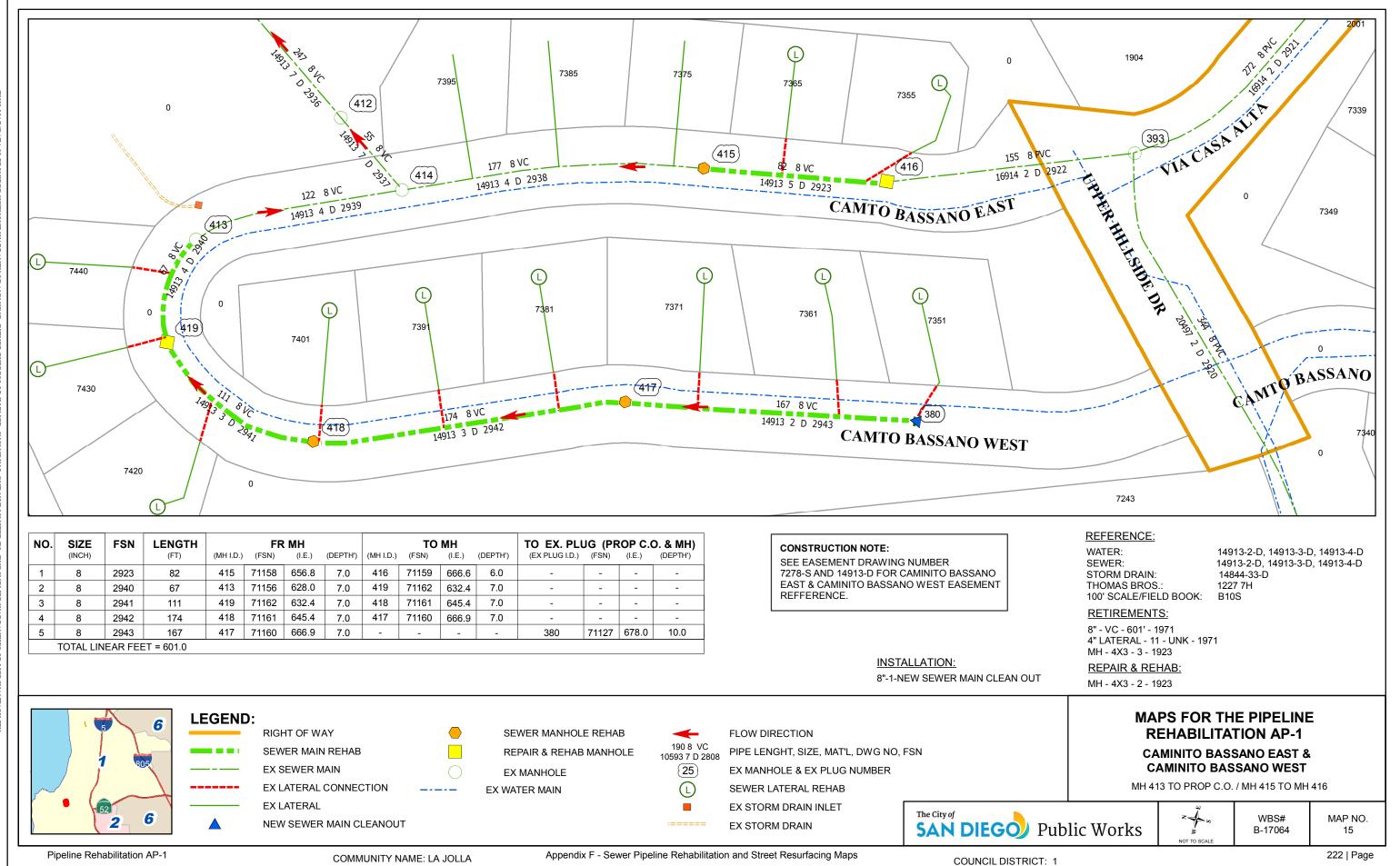
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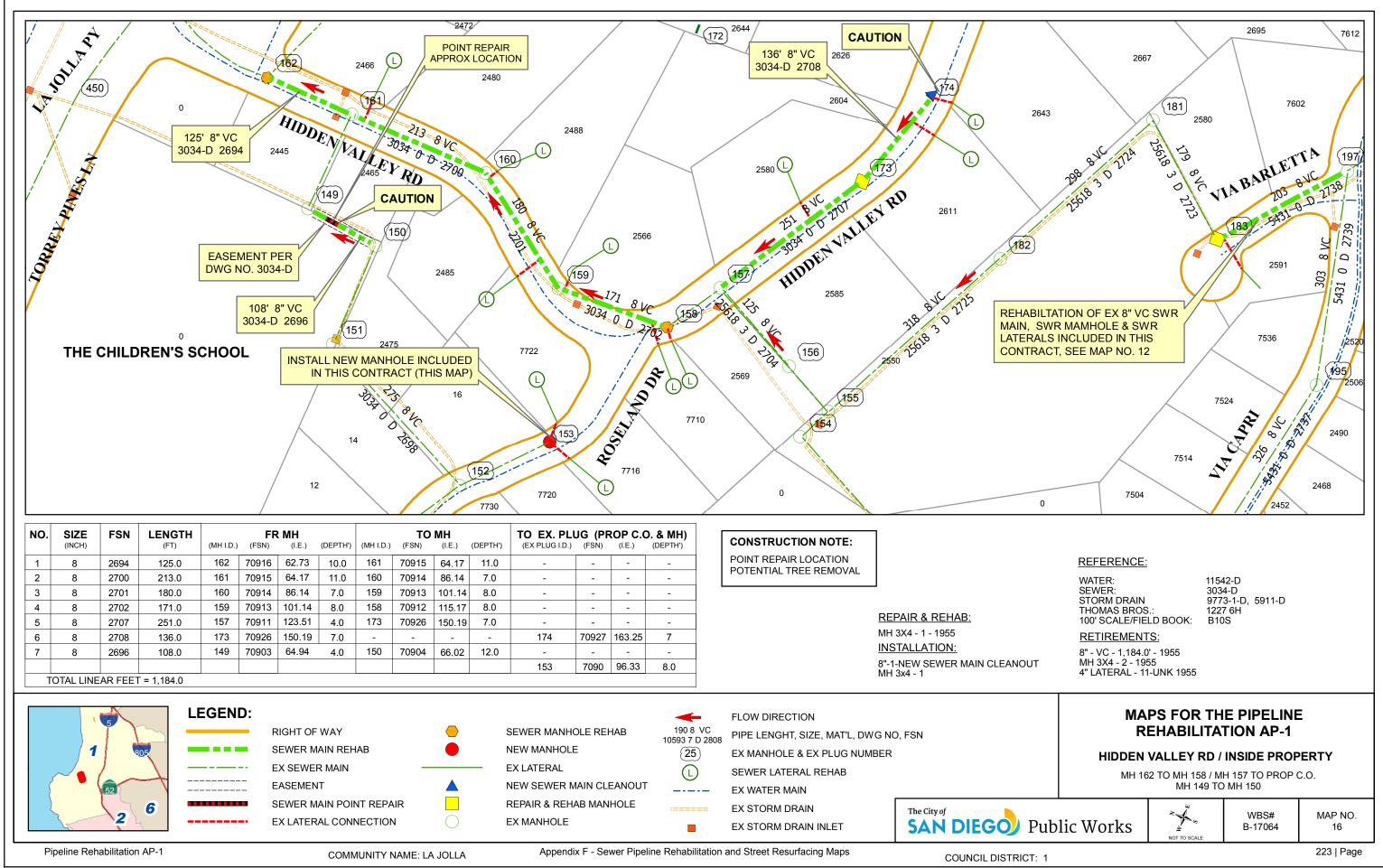


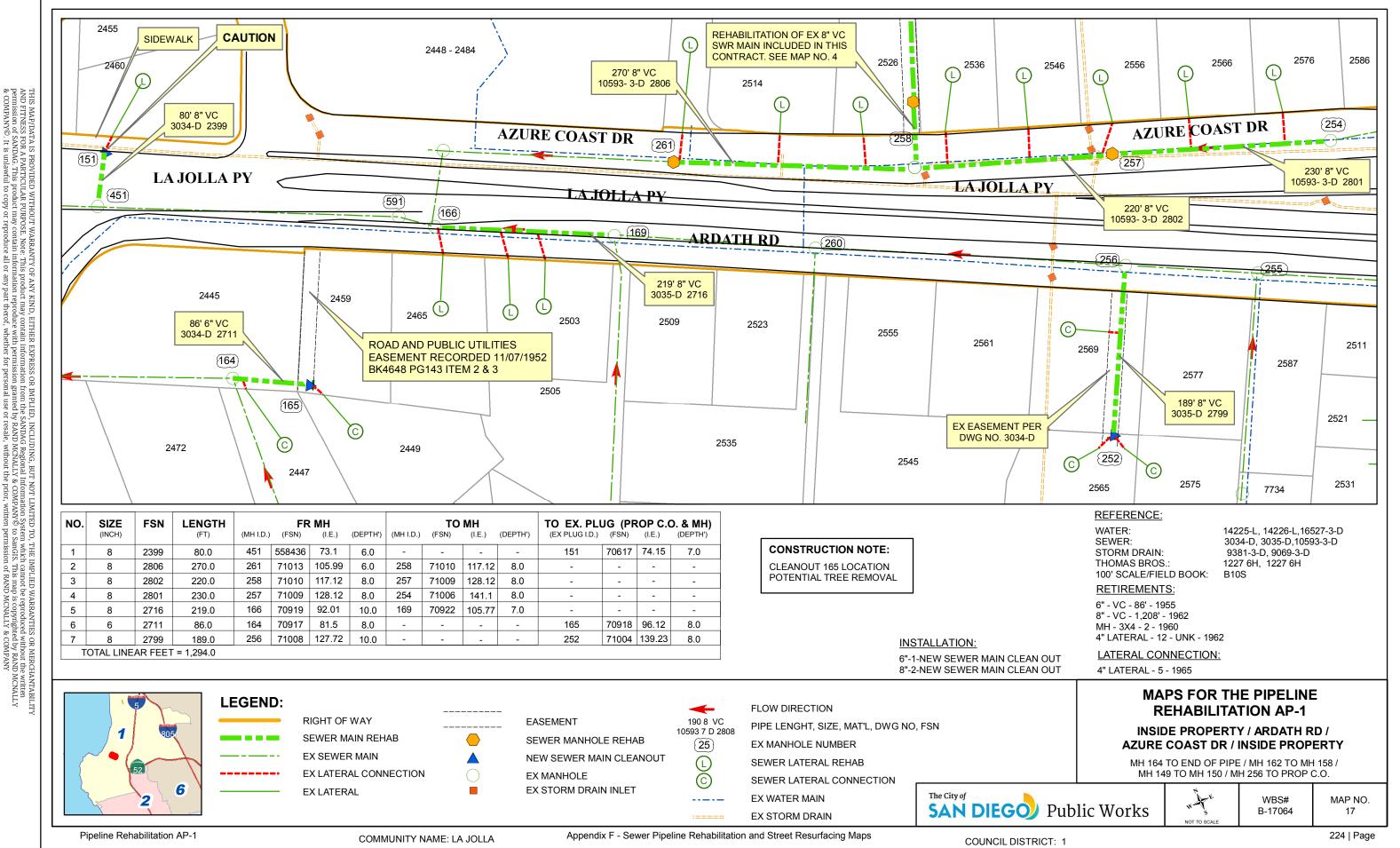




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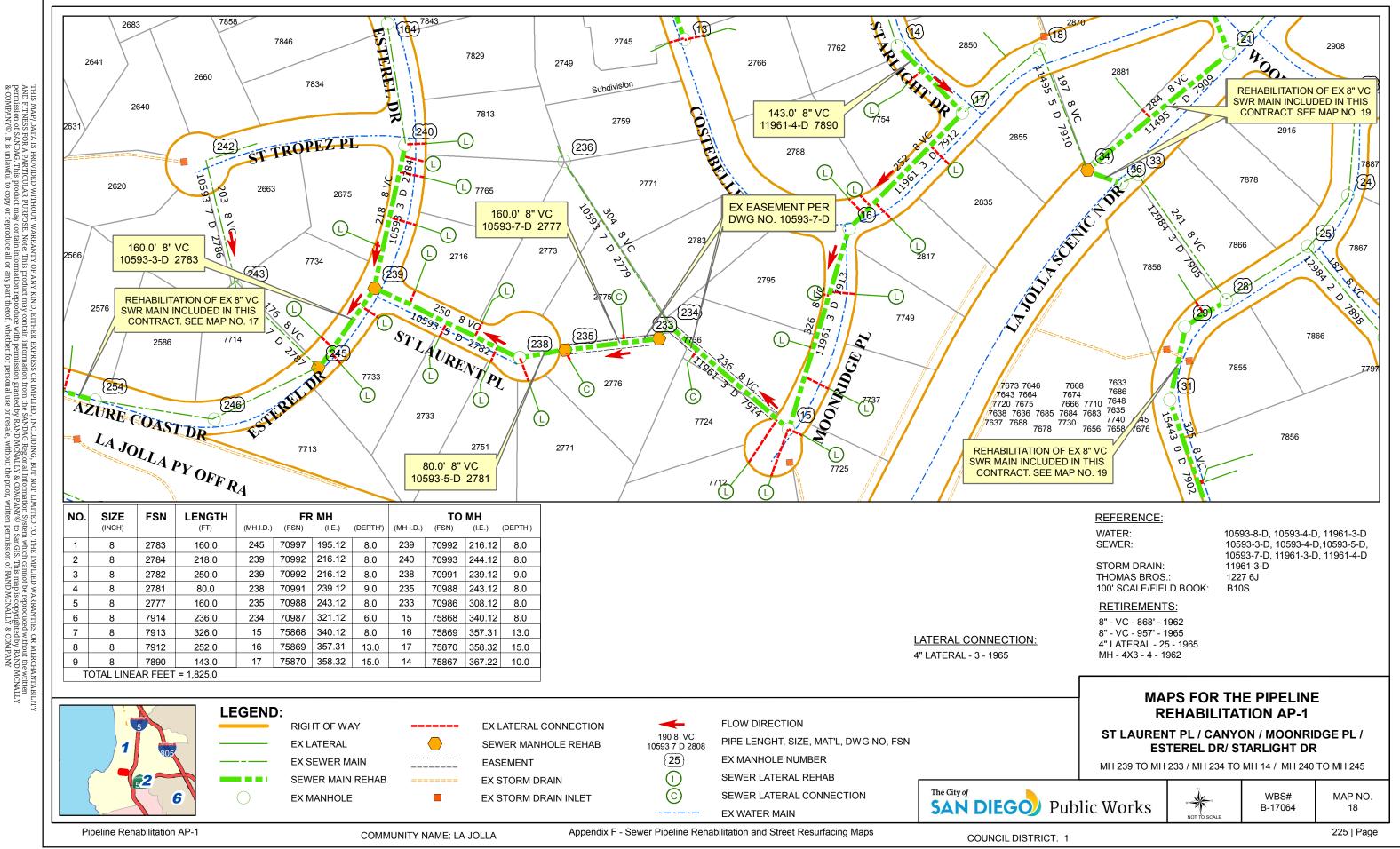
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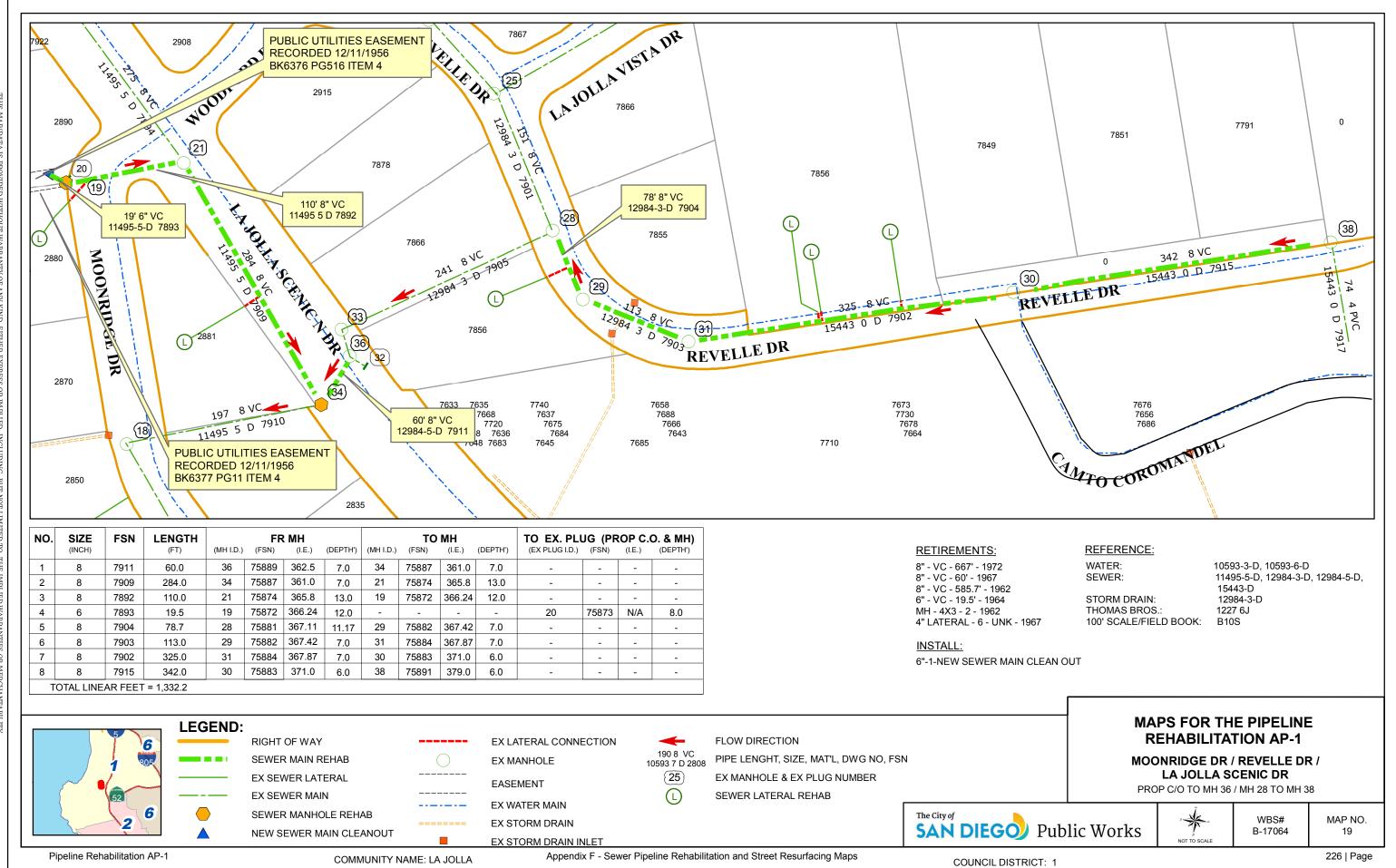
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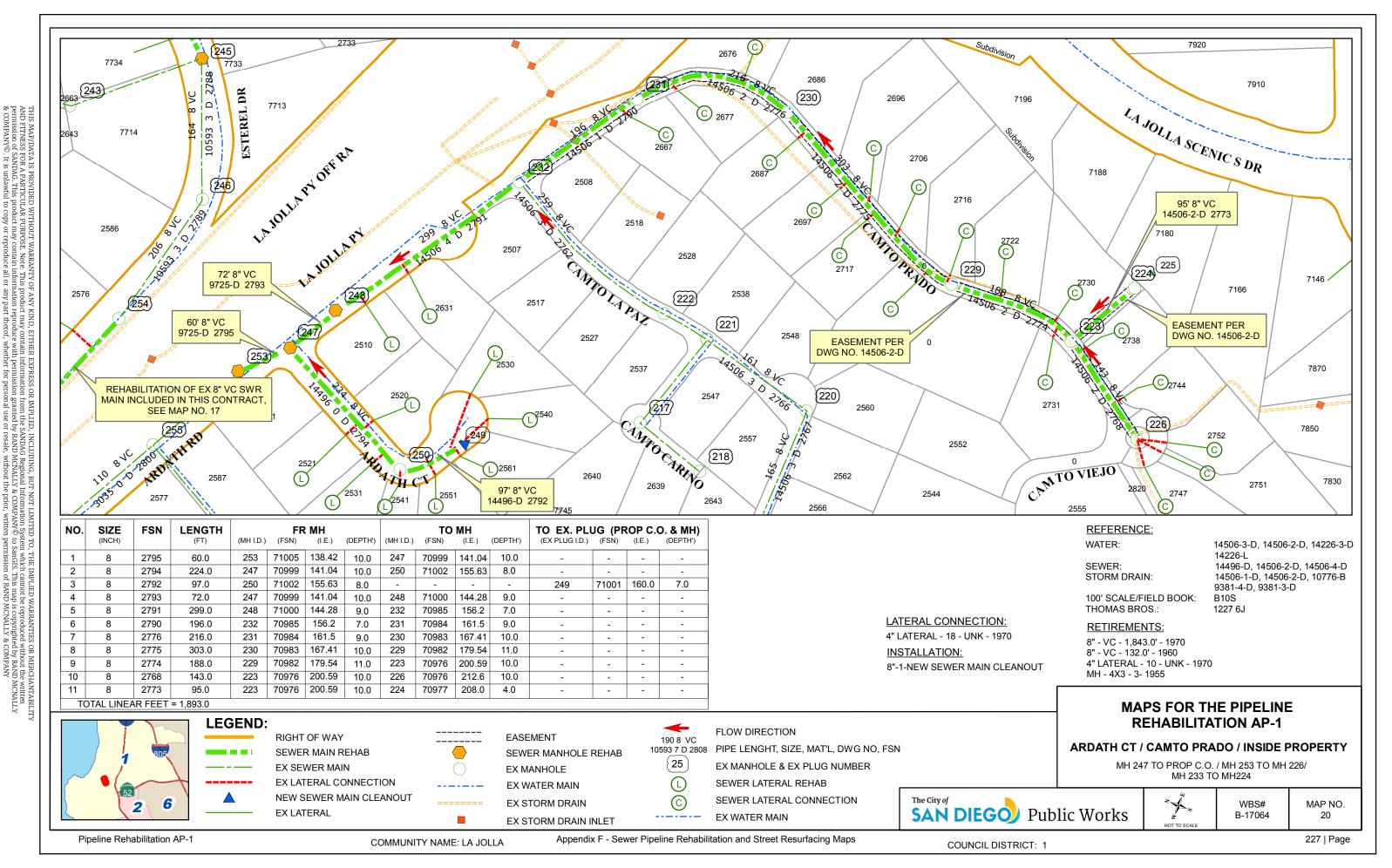
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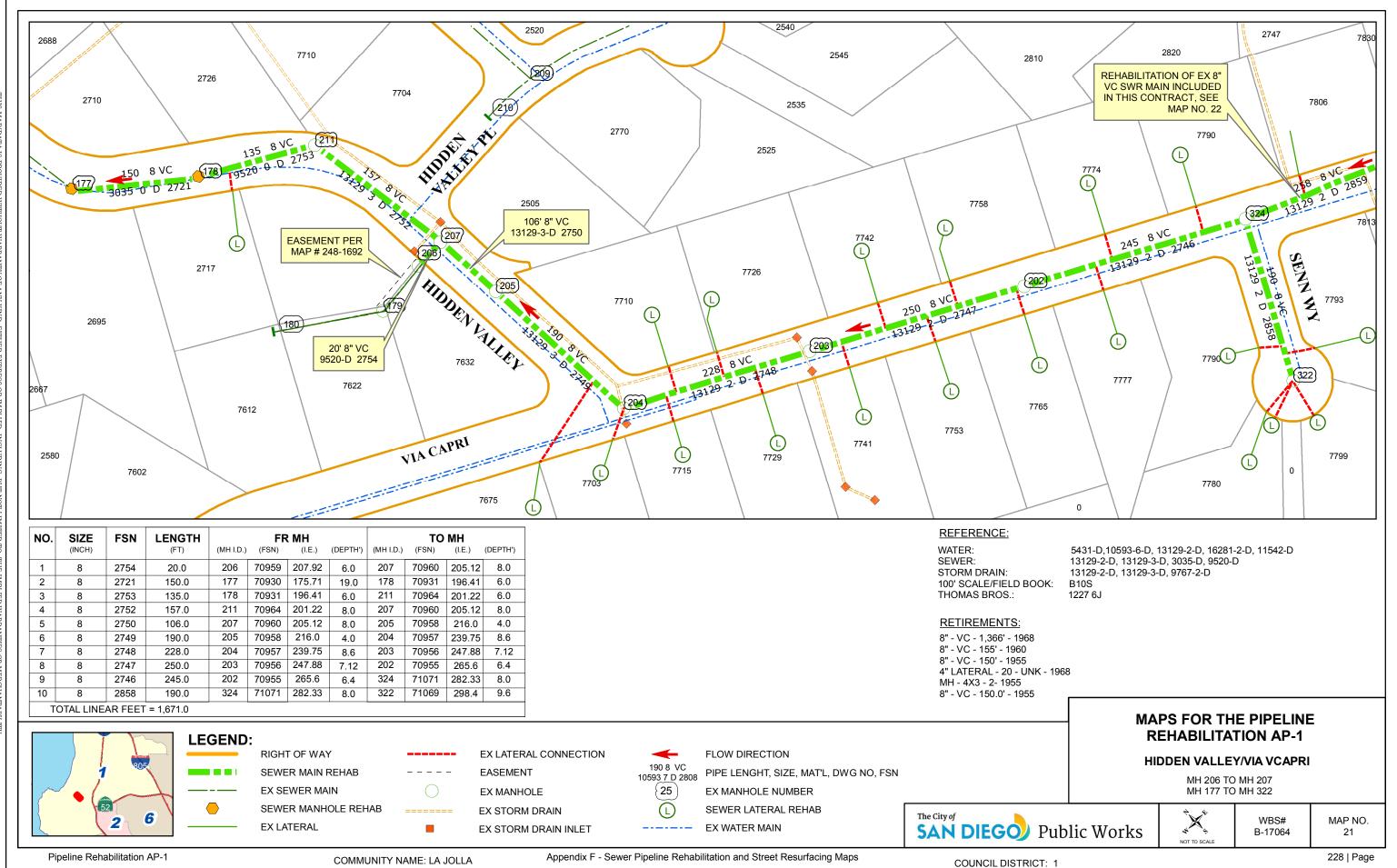
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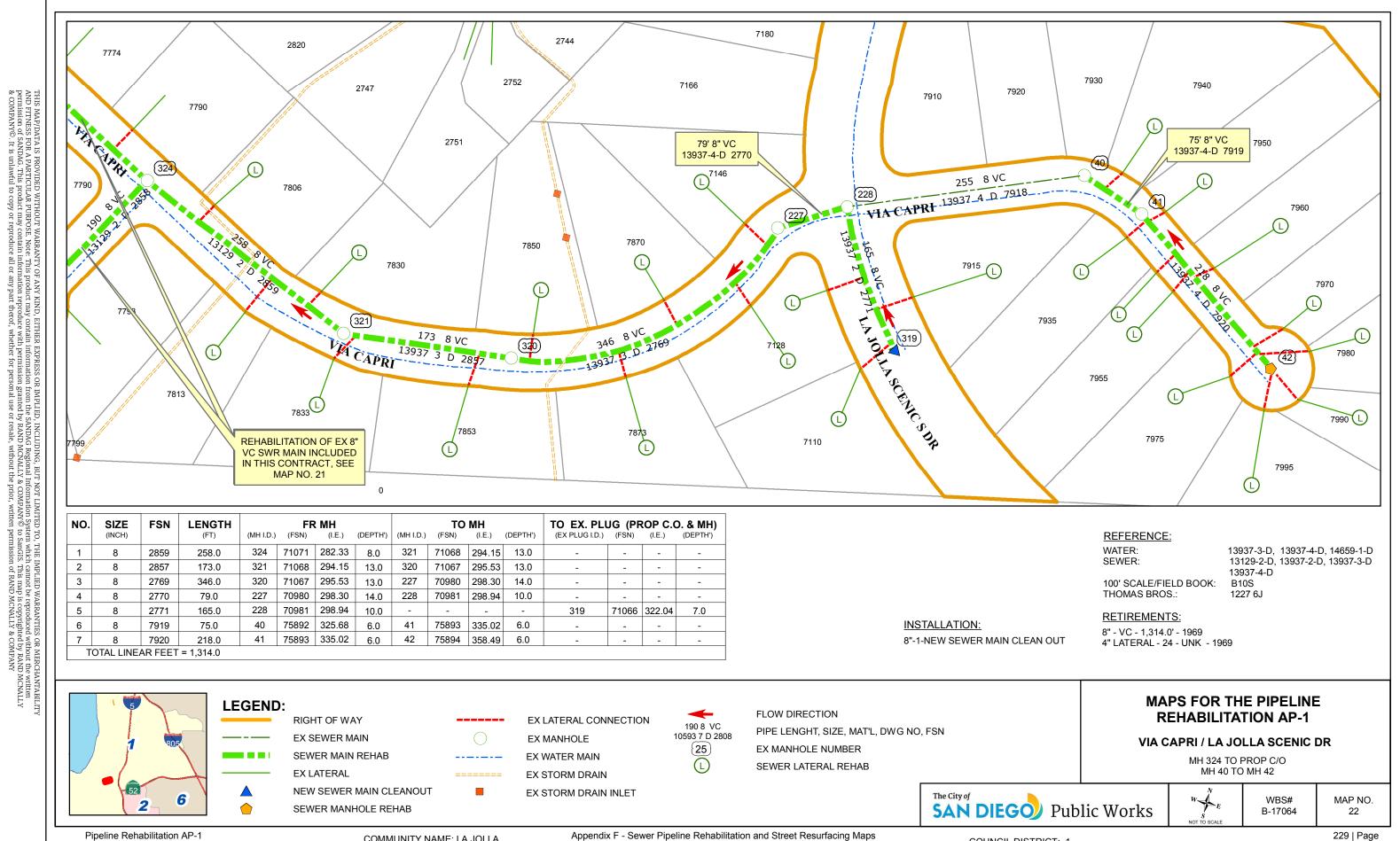


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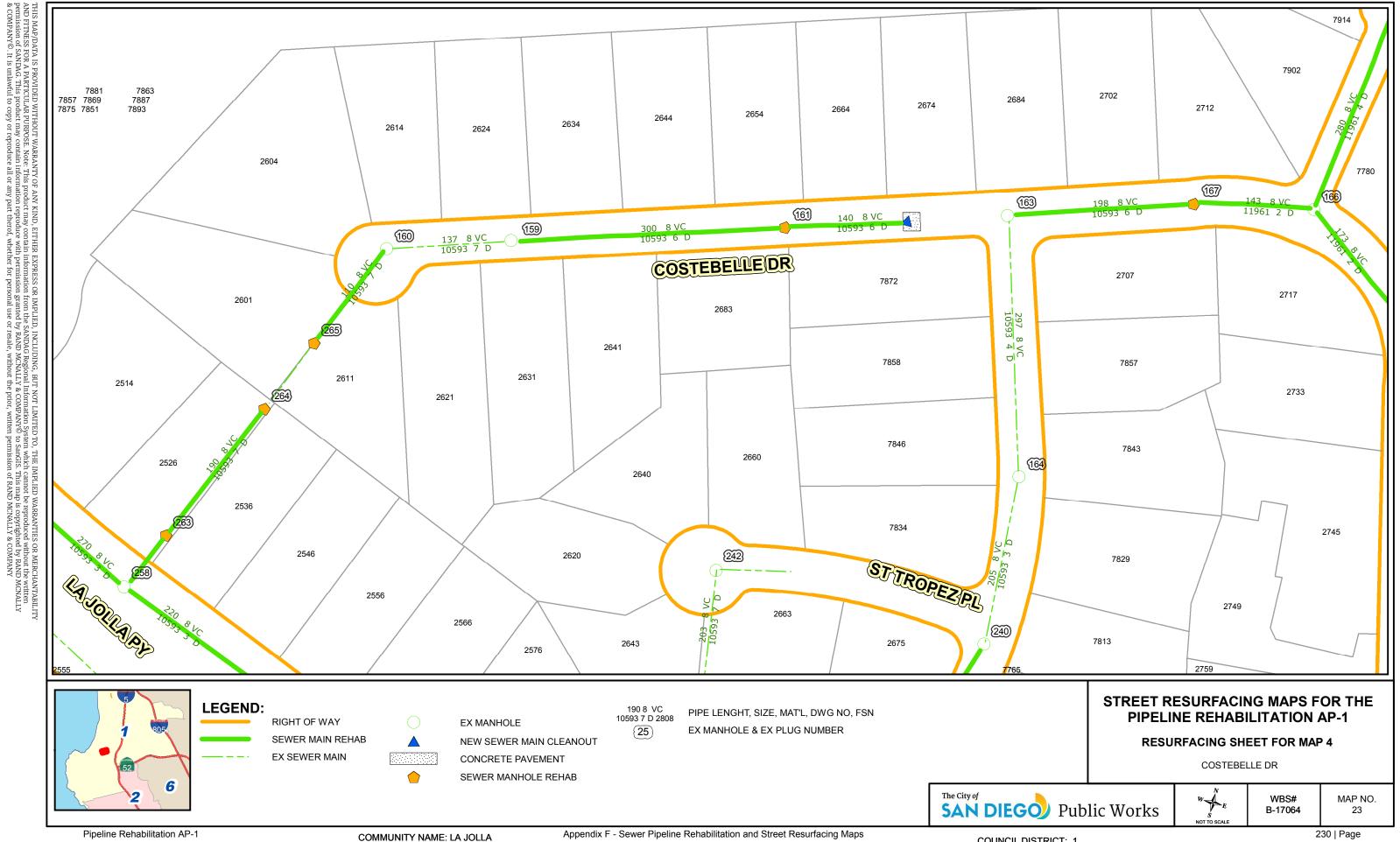
COMMUNITY NAME: LA JOLLA

Date: June 15, 2018

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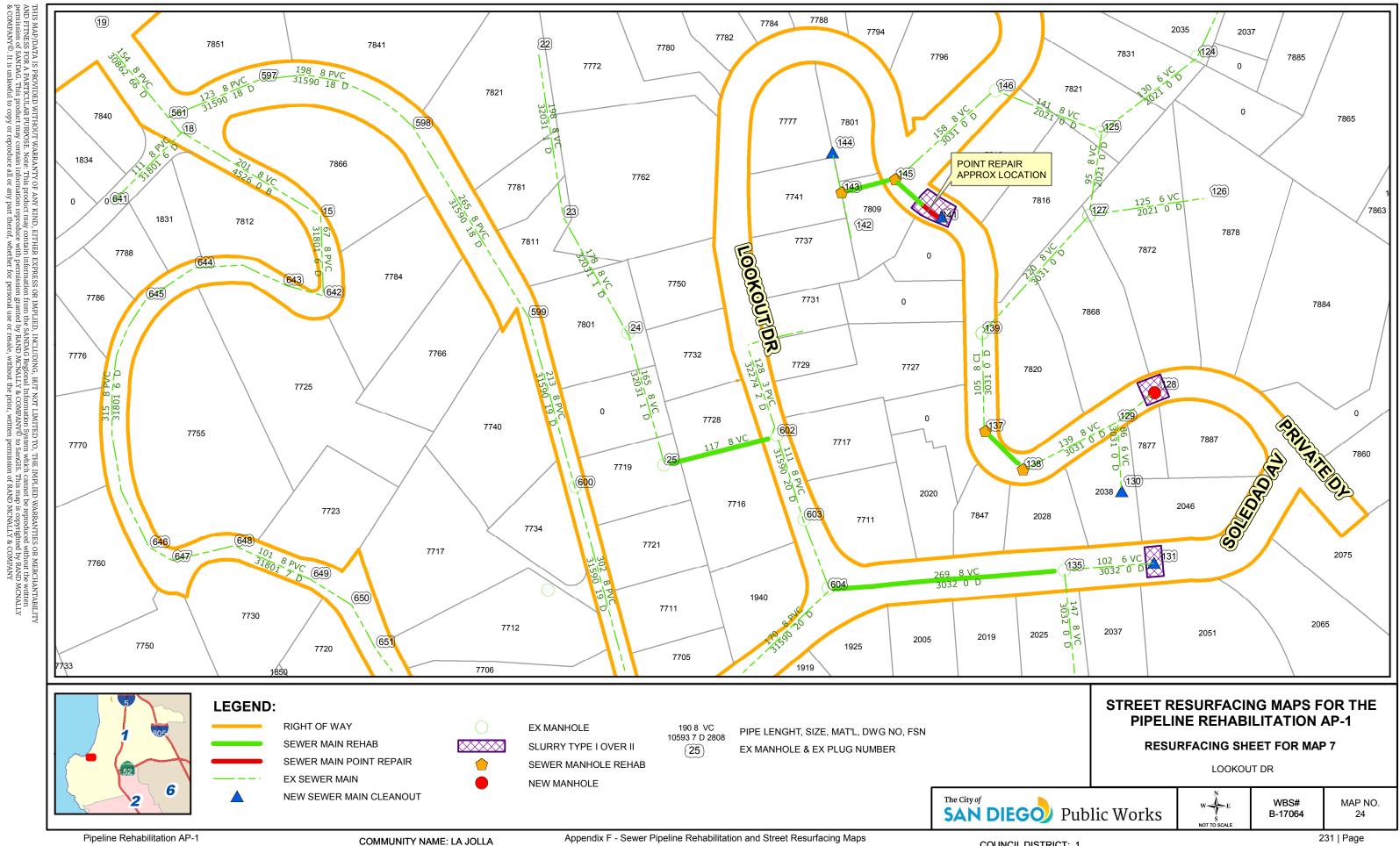
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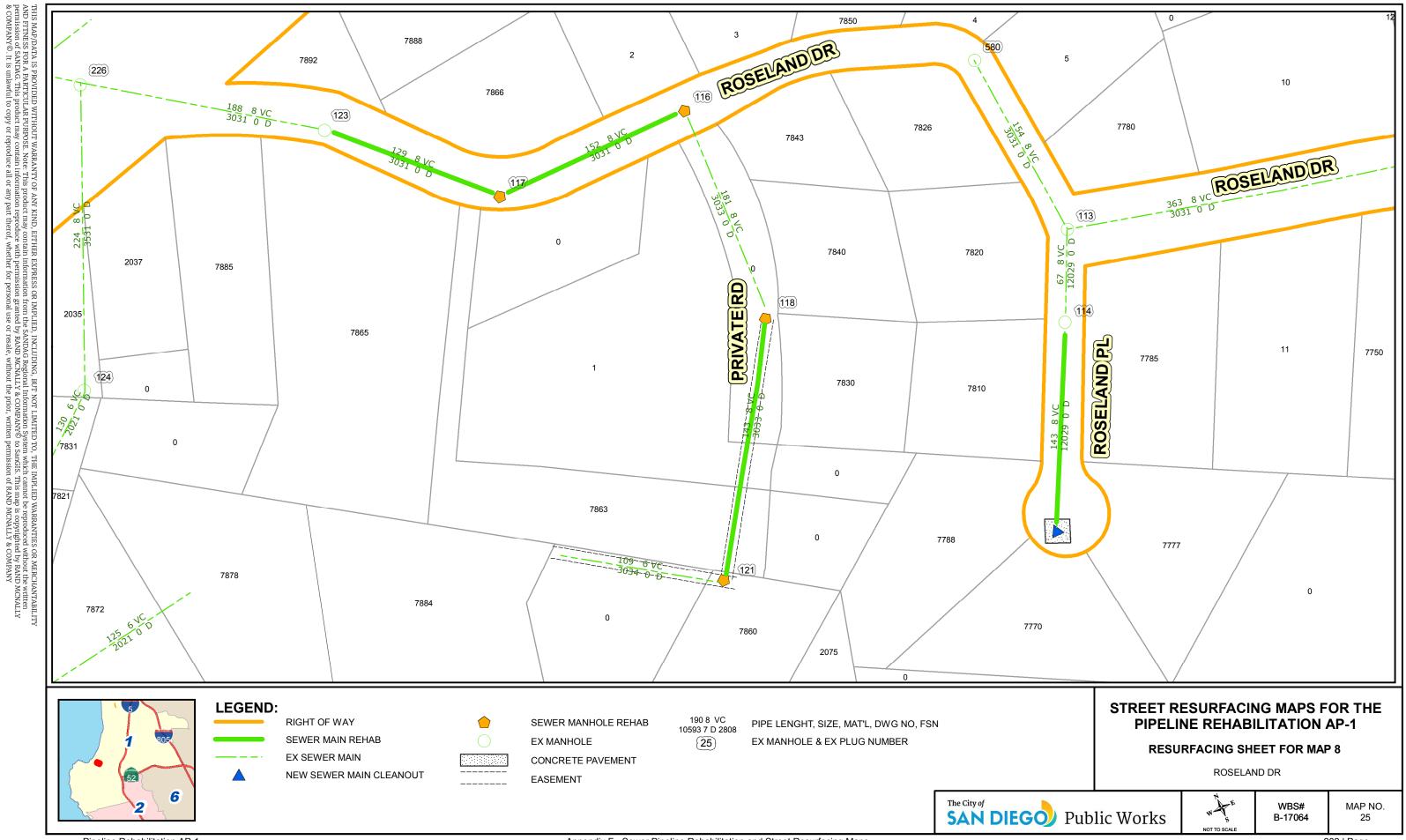


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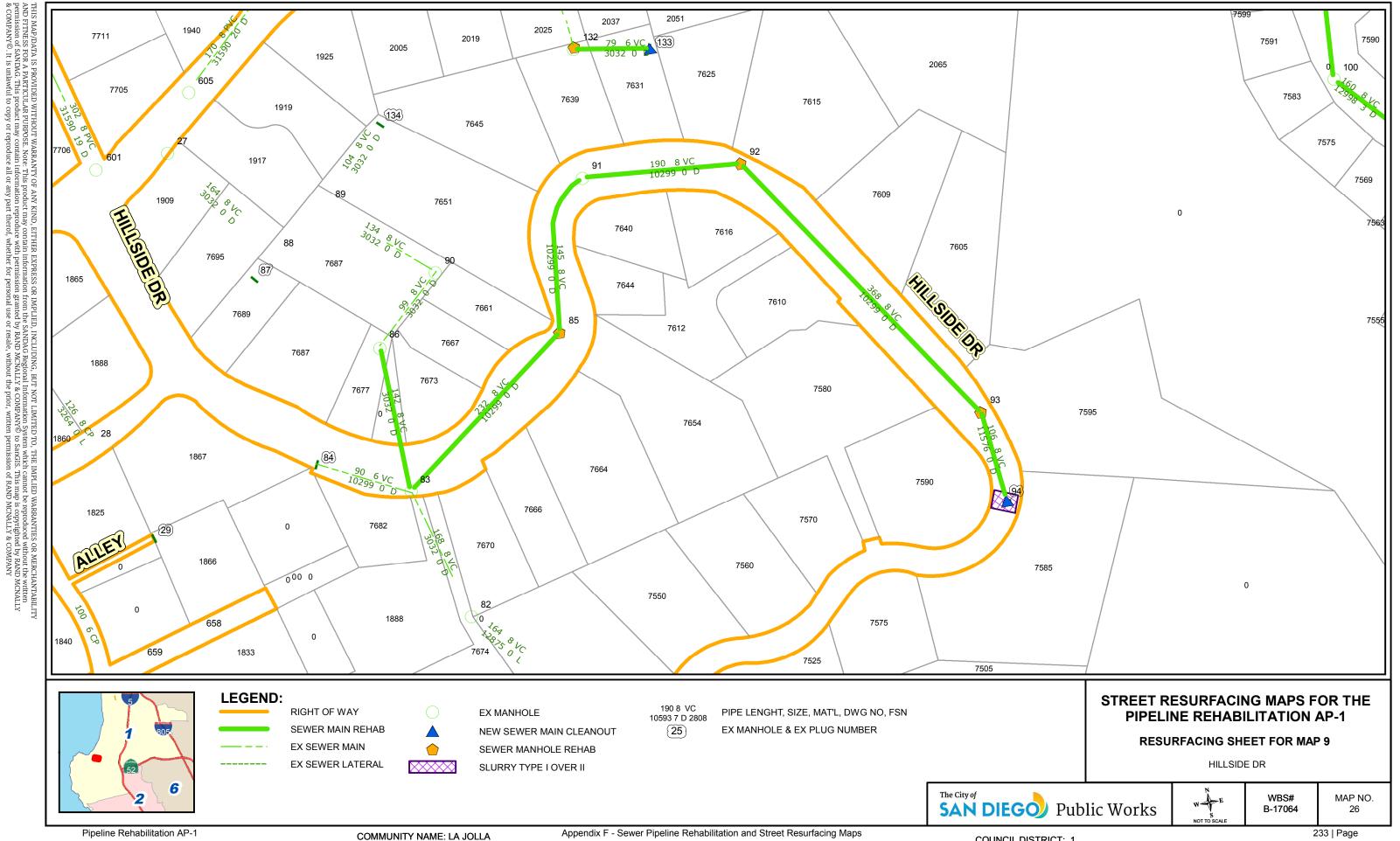
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COMMUNITY NAME: LA JOLLA

Appendix  ${\sf F}$  - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

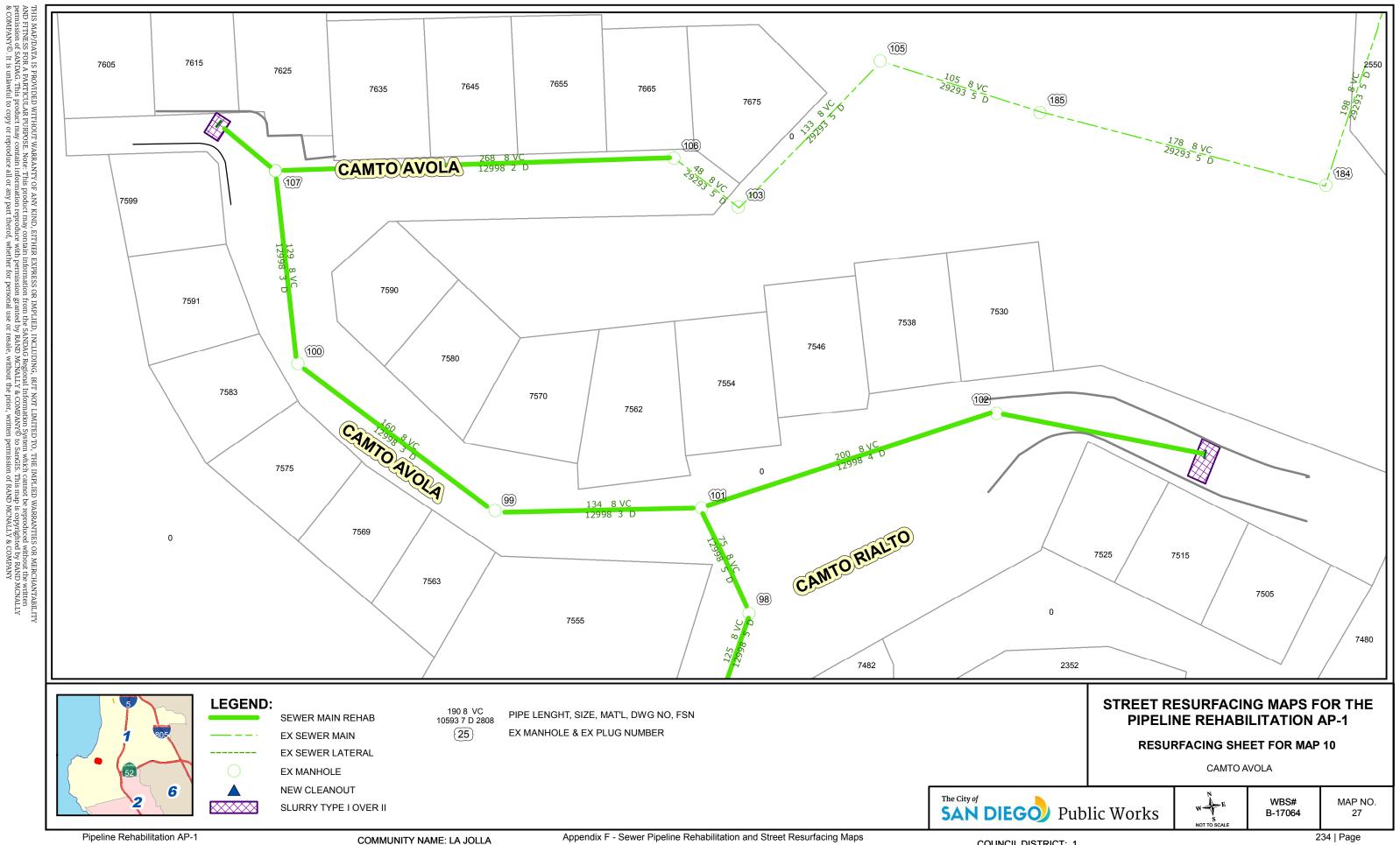




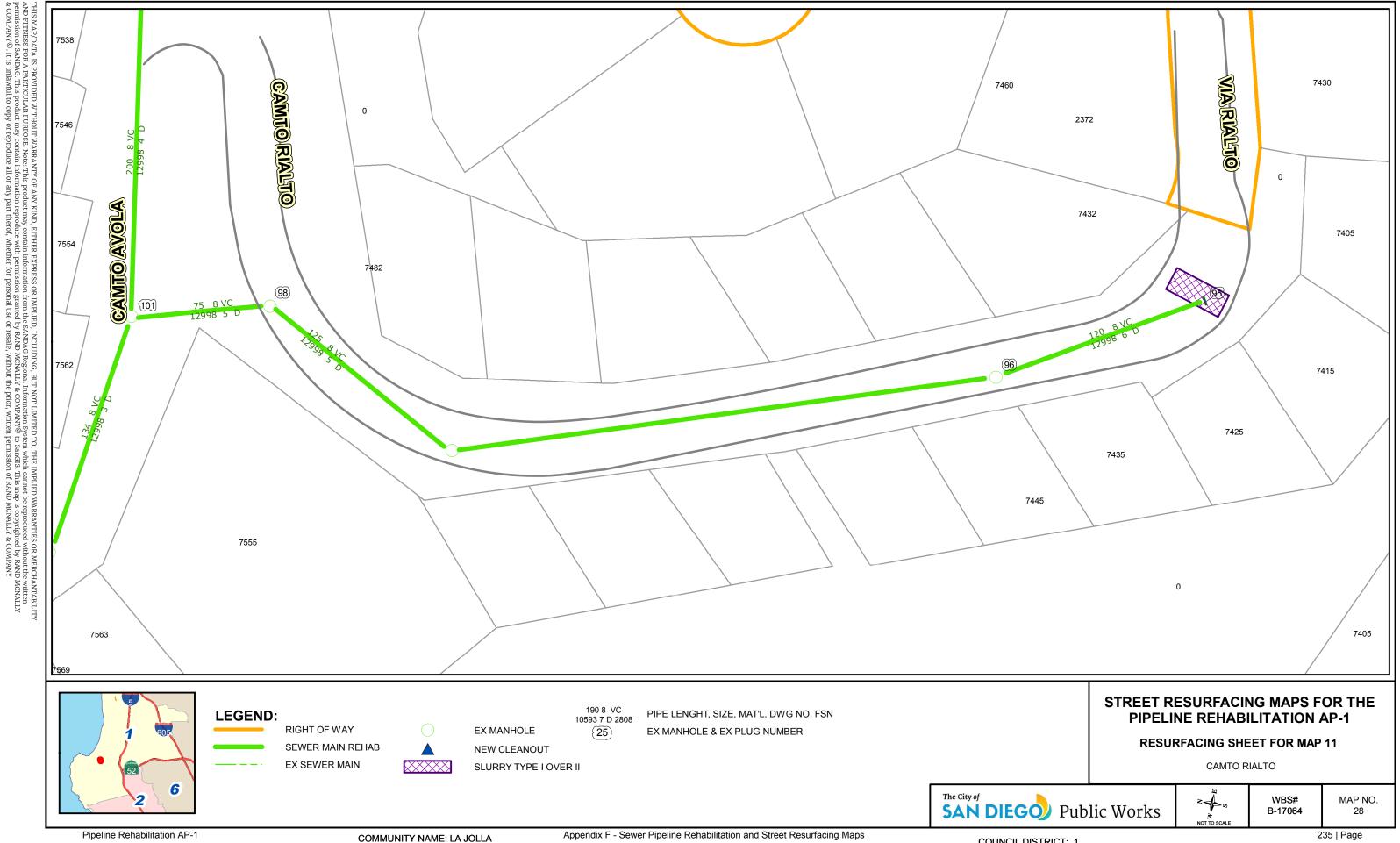
Date: JUNE 06, 2018

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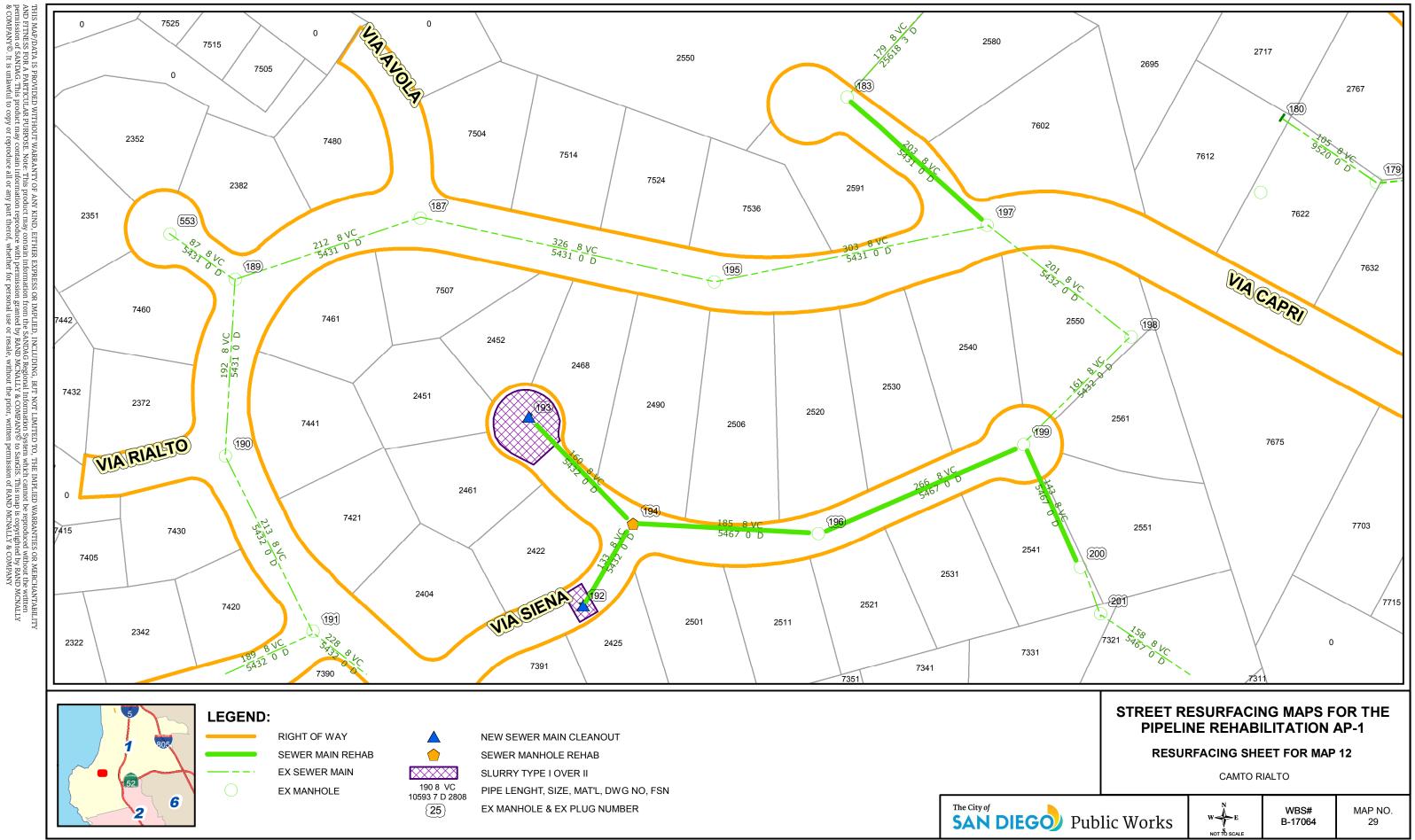




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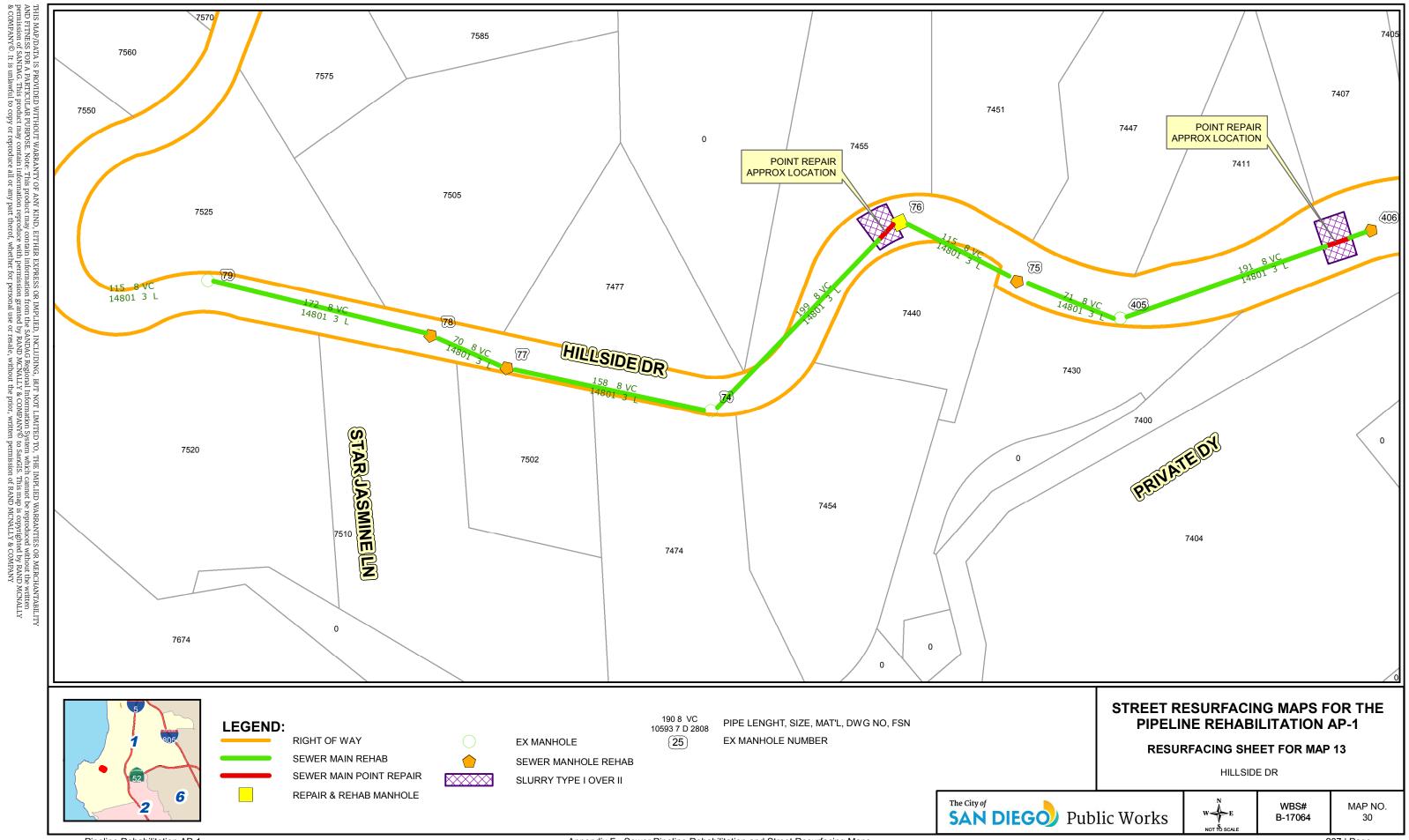


COMMUNITY NAME: LA JOLLA

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

COUNCIL DISTRICT: 1

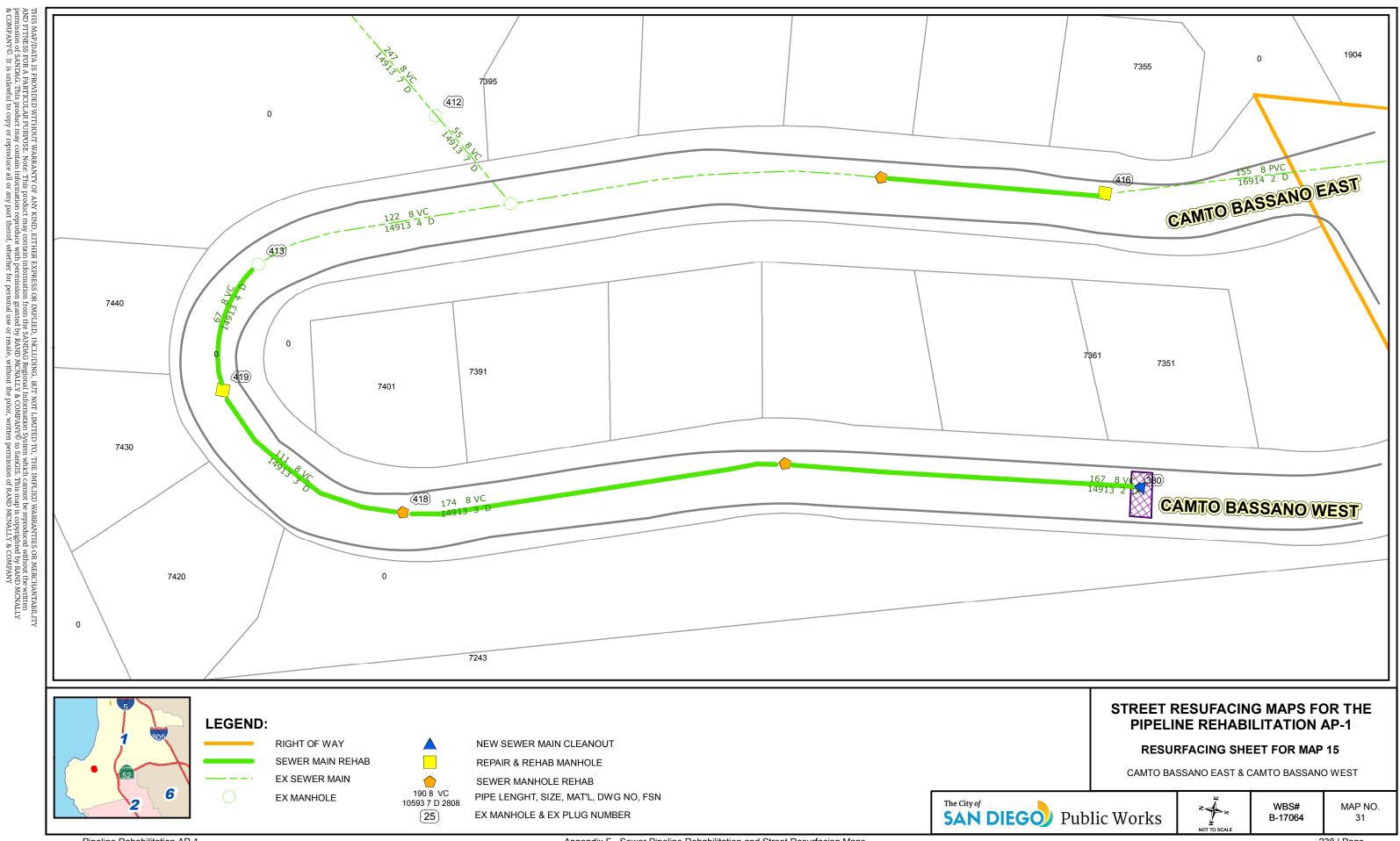
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COMMUNITY NAME: LA JOLLA

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

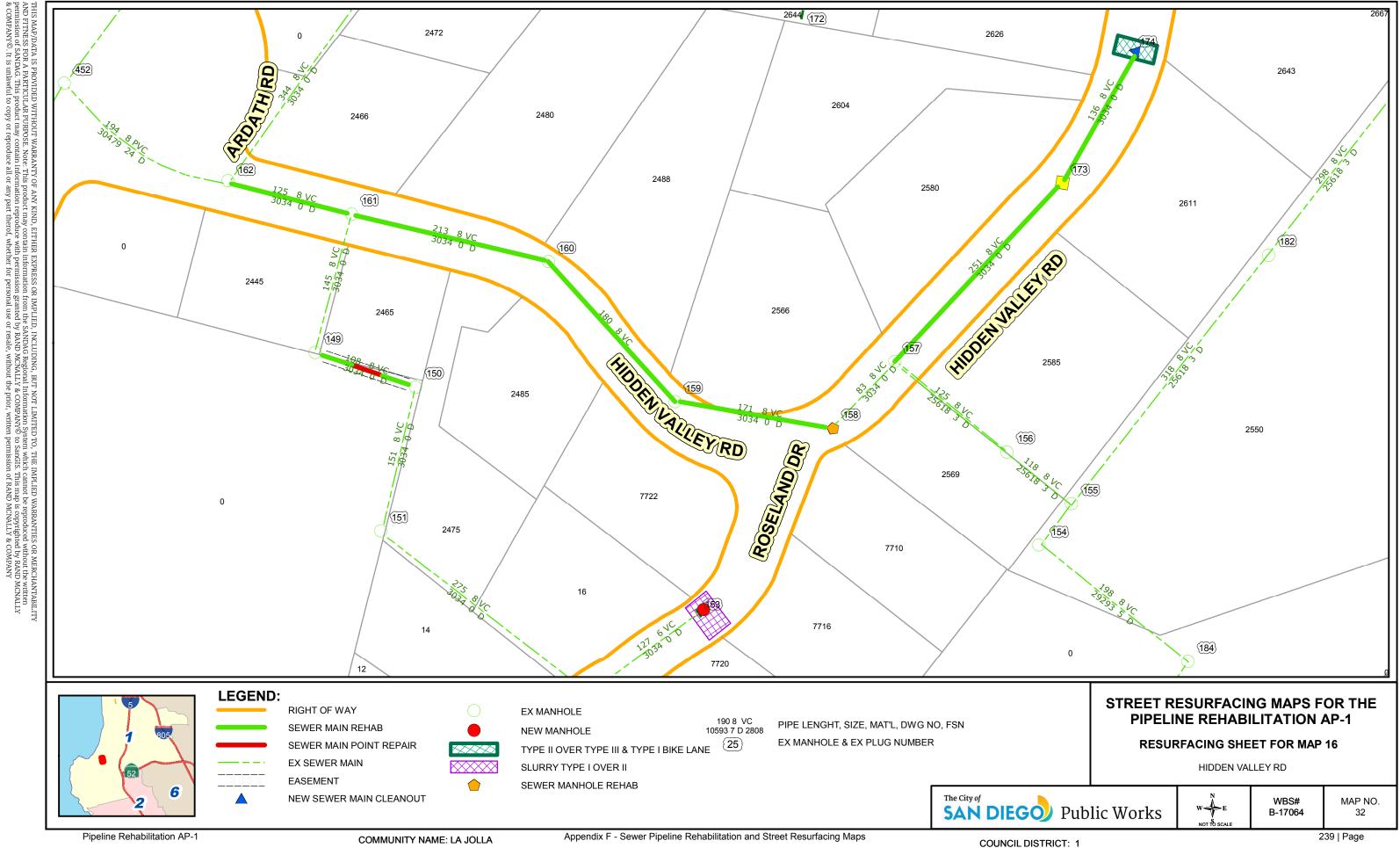




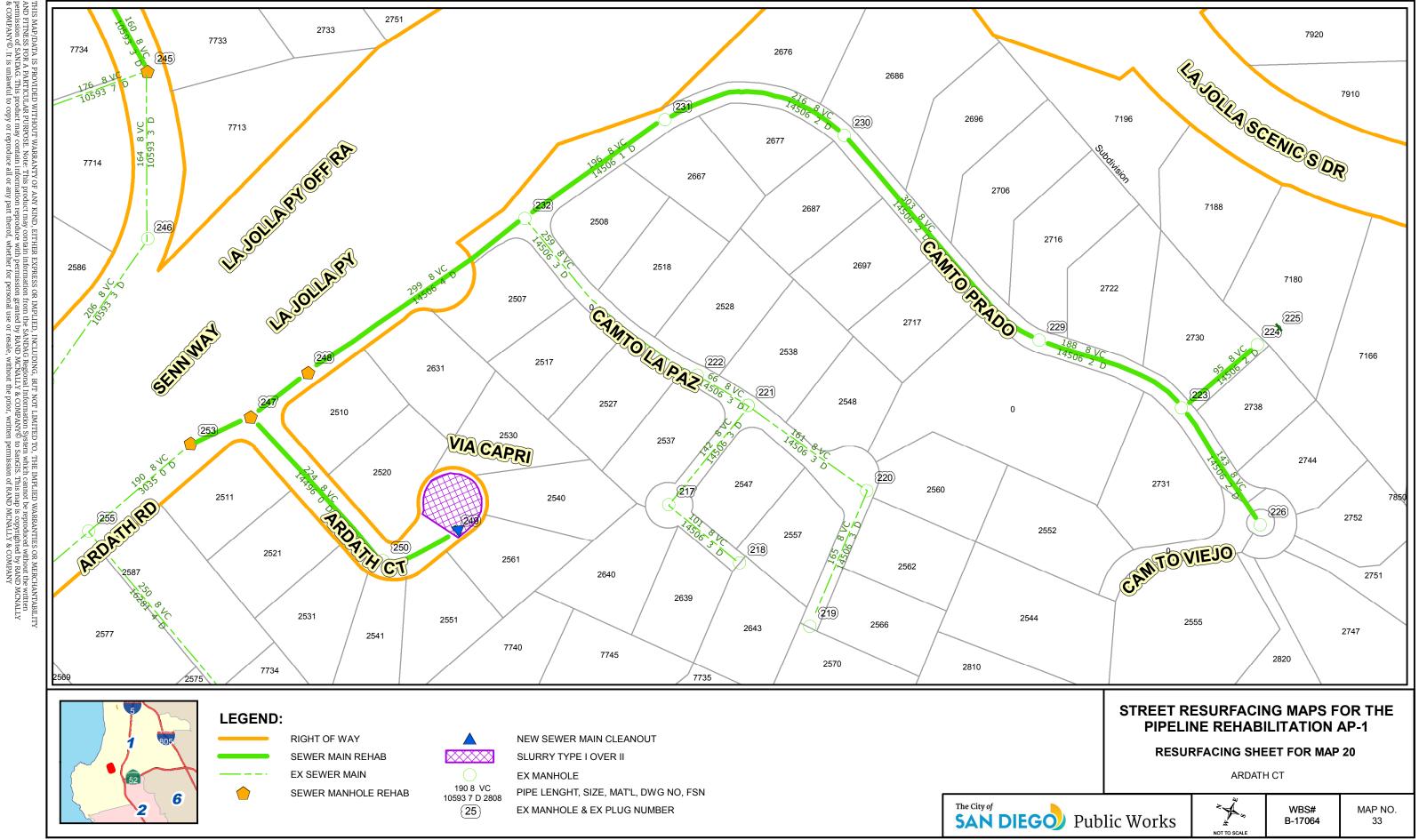
COMMUNITY NAME: LA JOLLA

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps





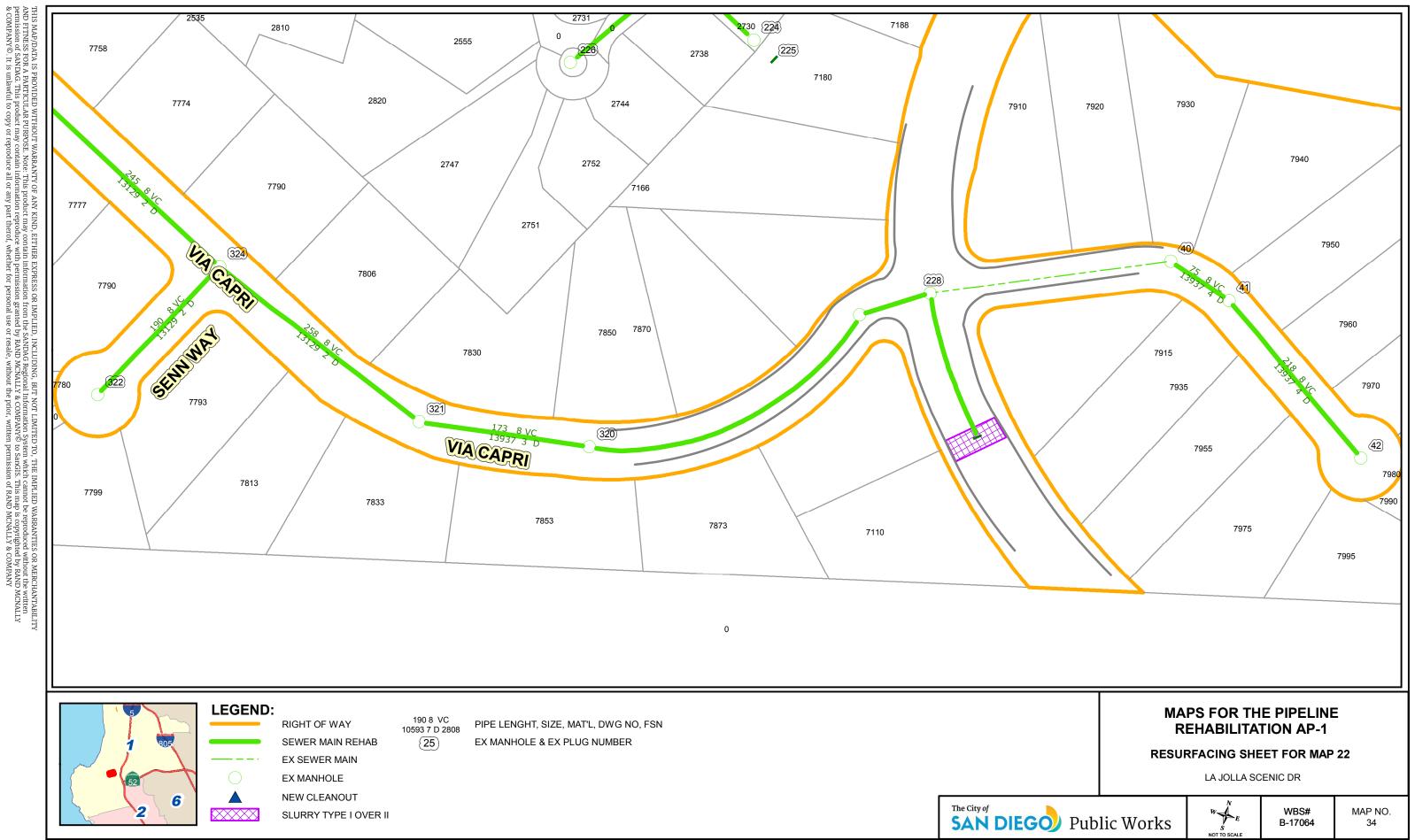
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COMMUNITY NAME: LA JOLLA

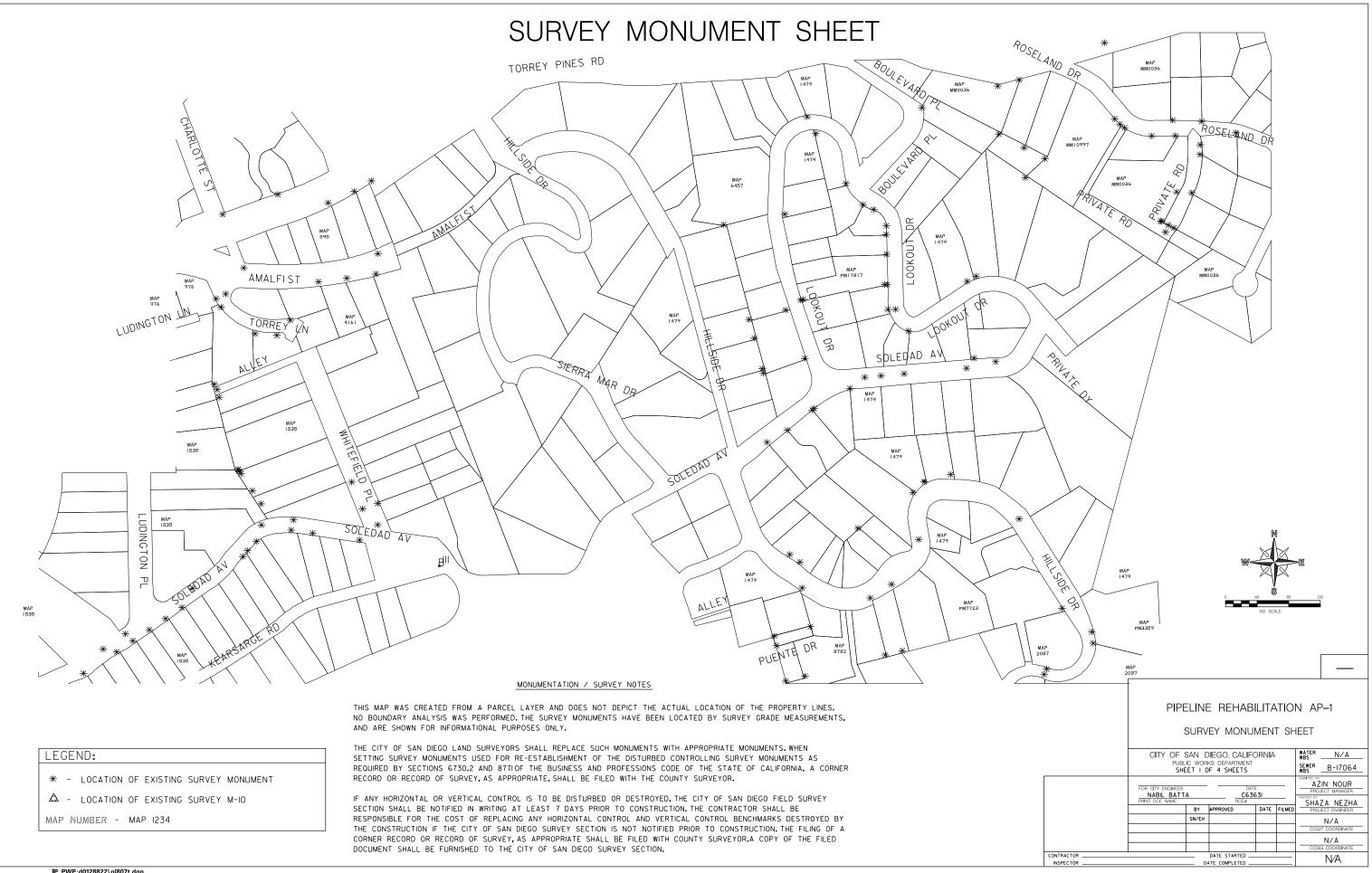
Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

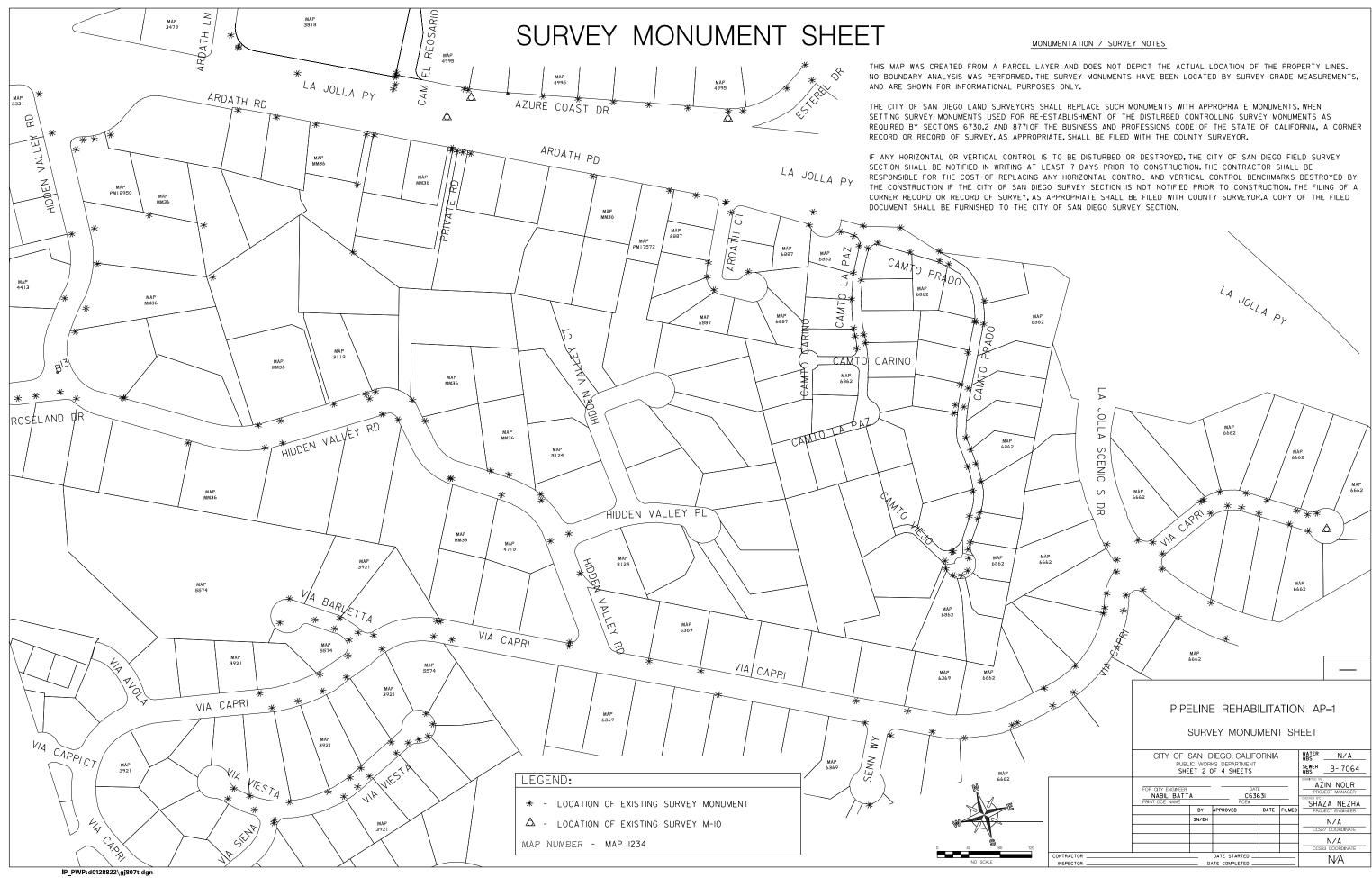




COMMUNITY NAME: LA JOLLA

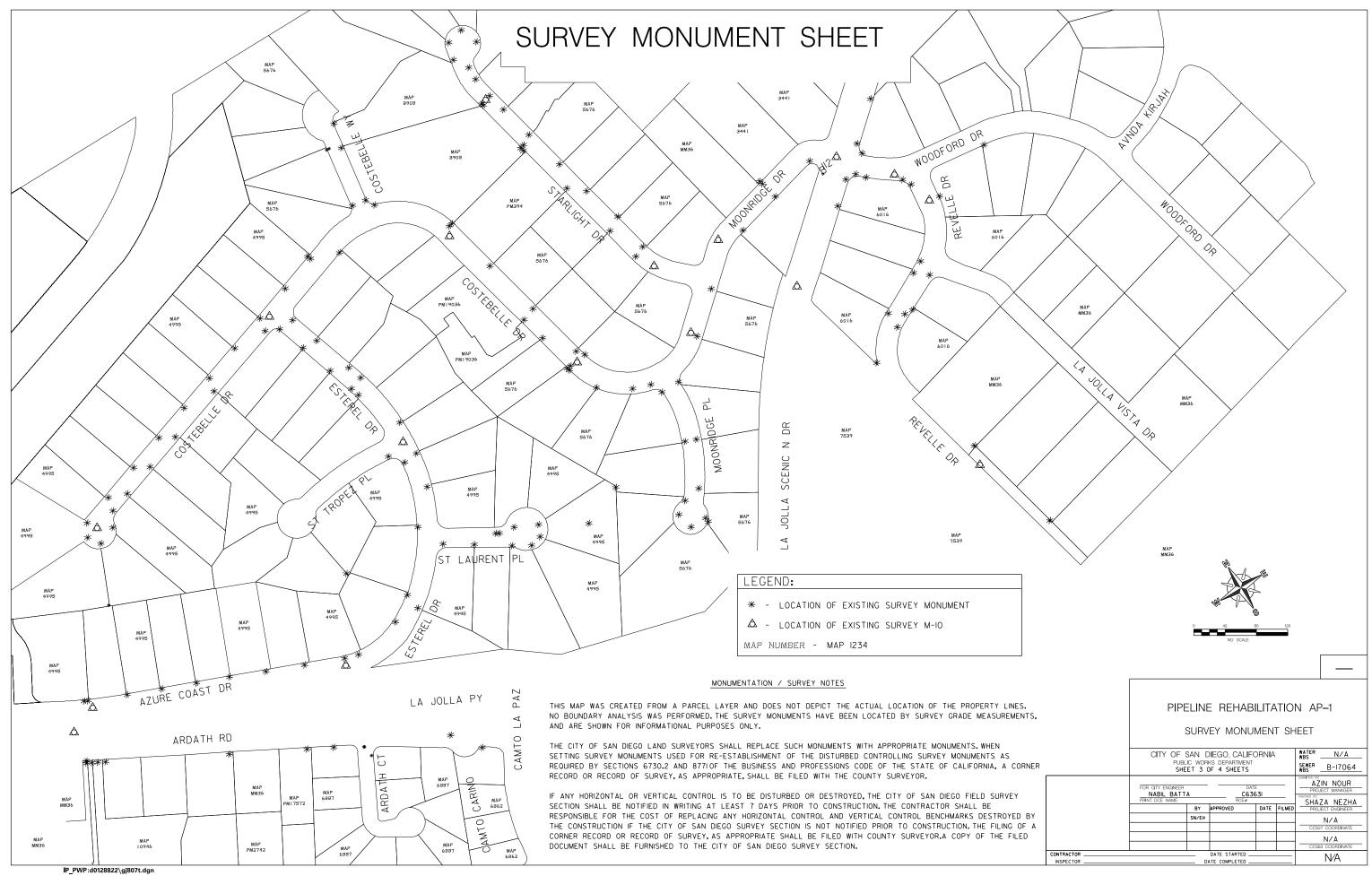
Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps





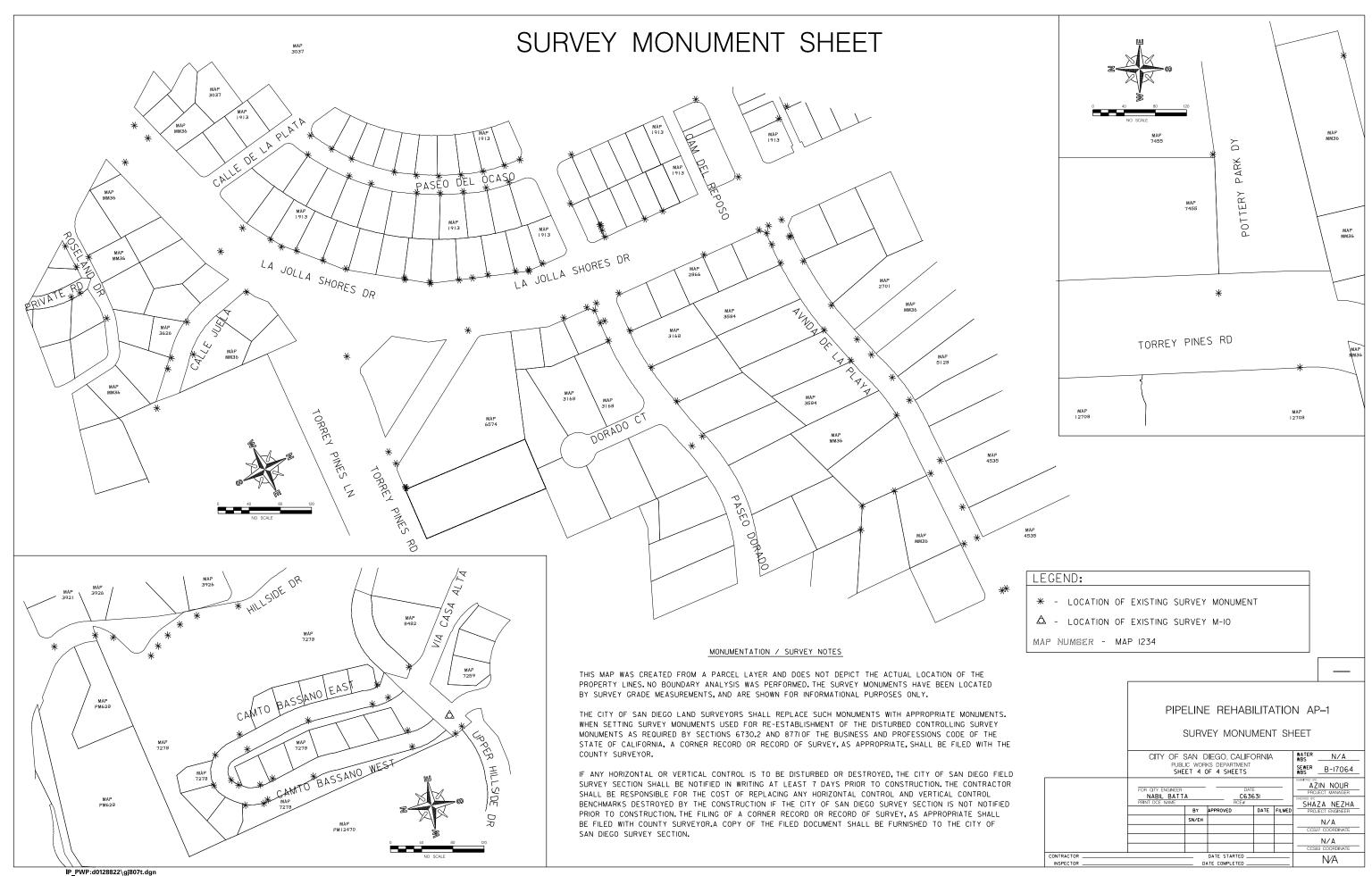
Pipeline Rehabilitation AP-1 25-JUN-2018 13:41 EGhernandez

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps



Pipeline Rehabilitation AP-1 25–JUN–2018 13:42 EGhernandez

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps



Pipeline Rehabilitation AP-1 25–JUN-2018 13:42

Appendix F - Sewer Pipeline Rehabilitation and Street Resurfacing Maps

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# **APPENDIX G**

## HAZARDOUS LABEL/FORMS

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

# If you have an emergency, Call 911

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

<u>Que</u>	stions for Incident Assessment:	YES	NO
1.	Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?		
2.	Did anyone, other than employees in the immediate area of the release, evacuate?		
3.	Did the release cause off-site damage to public or private property?		
4.	Is the release greater than or equal to a reportable quantity (RQ)?		
5.	Was there an uncontrolled or unpermitted release to the air?		
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?		
7.	Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?		
8.	Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?		
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)?		
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?		

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DES	Incident #					
Date/Time Discovered	Date/Time Discharge	Discharge Stopped 🗌 Yes 🗌 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 s	pecific causes and area affected. Ph	notos Attached?:				
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	$_{\rm GAL}$	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL	LBS	□ <sub>FT<sup>3</sup></sub>
Chemical	Quantity	GAL □	LBS	□ <sub>FT<sup>3</sup></sub>
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					
E	E INCIDENT MO DAY YR TIME DATE         NO TIFIED	OES (use 24 hr time) CONTROL NO.					
C	C INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP					
	CHEMICAL OR TRADE NAME (print or type)	CAS Number					
	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A	CHECK IF RELEASE REQUIRES NOTIFI - CATION UNDER 42 U.S.C. Section 9603 (a)					
	PHYSICAL STATE CONTAINED P SOLID LIQUID GAS [	HYSICAL STATE RELEASED QUANTITY RELEASED SOLID LIQUID GAS					
	ENVIRONMENTAL CONTAMINATION	TIME OF RELEASE DURATION OF RELEASE					
	ACTIONS TAKEN						
E	E						
	KNOWN OR ANTICIPATED HEALTH EFFECTS	S (Use the comments section for addition information)					
F	CHRONIC OR DELAYED (explain)						
	NOTKNOWN (explain)						
	ADVICE REGARDING MEDICAL ATTENTION N	ECESSARY FOR EXPOSED INDIVIDUALS					
	COMMENTS (INDICATE SECTION (A - G) AN	ID ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)					
F							
	submitted and believe the submitted information						
	REPORTING FACILITY REPRESENTATIVE (print SIGNATURE OF REPORTING FACILITY REPRE						

### 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 H**

## SEWER MAINS, LATERALS AND MANHOLES REHABILITATION SAMPLE DATA TEMPLATES

### **REHAB DATA COLLECTION - SEWER MAINS**

FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112		312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
05112	8/22/2000	512	0	/	F VC	SPINAL WOOND		MBLOC		0/22/2000
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						1		1		

Sewer Mains, Laterals, and Manholes Rehabilitation Sample Data Templates

#### **REHAB DATA COLLECTION - LATERALS**

FSN	REHAB DATE	TOPHAT INSTALLED	SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
5033085	8/22/2006	Y	5121	5	LINING TYPE DESC PVC	SPIRAL WOUND	REHAB CONTRACTOR DESC WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	COMMENTS EXAMPLE - Leave this row in the table as it is.	8/22/2006
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L										
										+
L						l				
							1		1	
L									1	
	1									
-										

Sewer Mains, Laterals, and Manholes Rehabilitation Sample Data Templates

### **REHAB DATA COLLECTION – MANHOLES**

	REHAB		LINING MATERIAL	LINING	REHAB	RIM	INVERT	ACTUAL DEPTH		ACCEPTANCE
MH FSN	DATE	LINING TYPE	VENDOR	SYSTEM	CONTRACTOR	ELEVATION	ELEVATION	(VF)	COMMENTS	DATE
					ZEBRON			(11)		
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	CORPORATION	49.8	41.95		Leave this row as a sample.	3/28/2007
								-		
I		l			l					

## **APPENDIX I**

# SAMPLE OF PUBLIC NOTICE

# FOR SAMPLE REFERENCE ONLY





# CONSTRUCTION NOTICE PROJECT TITLE

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

community.

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

### Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

# To contact the City of San Diego: SD Public Works



WORKS a.g.o.gov/CIP Appendix I - Sample of Public Notice This information is available in alternative formats upon request. To contact the City of San Diego: SD Public Works B19-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP 257 | Page





# 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

# **APPENDIX J**

# MAINLINE REHABILITATION SCOPE OF WORK

PIPELINE REHABILITATION AP-1	
MAINLINE REHABILITATION SCOPE OF WORK	

								MAINLINE R	EHABIL	ITATION SCOPE O	FWORK									-	1	
SHEET	FAC_SEQ_NU	LGTH_ QTY	SIZE_NU M	MATL_CD	YEAR INSTALLED	UPSTREA M MH RIM EL. (FT)	DOWNST REAM MH RIM EL. (FT)	SLOPE 100%	d/D	QTY. OF LATERAL / CONNECTIONS	MAINTENANCE FREQUENCY (MONTHS)	STREET NAME	UPSTRM_ INV	DNSTREAMIE	FLD_BK_P AG	THOMAS_ BRO	From DS MH ID / PLUG ID	To US MH ID/ PLUG ID	COMMUNITY NAME	COUNCIL DISTRICT	FLD_BK_ PAG	ACTION
1	2368	140	8	vc	1950	73	80	1.30	22	1	6	AVNDA DE LA PLAYA	18.10	17.37	B09S	1227H5	107	PLUG	La Jolla Community Planning Area	1	B09S	Install Cleanout
1	2386	133	8	VC	1953	114	120	3.89	13	2	12	PASEO DORADO	31.46	28.41	B09S	1227H5	108	131	La Jolla Community Planning Area	1	B09S	
1	2388	165	8	VC	1960	317	336	0.37	11	2	12	PASEO DORADO	35.26	31.46	B09S	1227H5	131	132	La Jolla Community Planning Area La Jolla Community	1	B09S	
1	2389	200	8	vc	1953	282	290	8.46	12	3	12	ALLEY	36.00	35.00	B09S	1227H5	132	259	Planning Area La Jolla Community	1	B09S	
1	2390	80	8	vc	1960	64	75	10.31	27	0	12	ALLEY	41.38	36.02	B09S	1227H6	259	133	Planning Area La Jolla Community	1	B09S	
1	2490	85	8	VC	1958	-1	7	0.50	19	1	12	ALLEY AVNDA DE LA	37.12	33.02	B09S	1227H6	437	256	Planning Area La Jolla Community	1	B09S	
2	2372	210	8	VC	1956	284	320	12.63	11	2	6	PLAYA	74.38	73.12	B09S	1227H5	112	120	Planning Area La Jolla Community	1	B09S	
2	2382	225	8	VC	1956	18	33	0.42	28	5	3	ALLEY	92.11	74.38	B09S	1227H5	120	121	Planning Area La Jolla Community	1	B09S	
3	2419	139 370	8	RPM VC	1980	390 259	396 270	0.11 20.74	19 12	2	3	ALLEY	234.00 164.19	153.80	B09S B09S	1227J5 1227J5	176	172	Planning Area La Jolla Community Planning Area	1	B09S	1
3	2425	84	8	vc	1980	432	443	0.40	12	0	12	TORREY PINES	153.80	148.90	B095	1227J5	178	176	La Jolla Community Planning Area	1	B095	
4	2407	110	8	VC	1962	390	400	0.58	19	2	6	COSTEBELLE	199.12	198.32	B09S	1227J6	265	160	La Jolla Community Planning Area	1	B105	
4	2409	300	8	VC	1962	433	445	0.40	13	6	6	COSTEBELLE	248.12	212.12	B09S	1227J6	159	161	La Jolla Community Planning Area	1	B09S	
4	2410	140	8	vc	1962	423	430	6.46	11	3	6	COSTEBELLE	270.12	248.12	B09S	1227J6	161	PLUG	La Jolla Community Planning Area	1	B09S	Install Cleanout
4	2413	198	8	vc	1962	248	265	15.72	10	2	3	COSTEBELLE	309.12	284.12	B09S	1227J6	163	167	La Jolla Community Planning Area La Jolla Community	1	B09S	
4	2414	143	8	VC	1965	88	94	0.89	11	3	6	ALLEY	317.20	309.12	B09S	1227J6	167	166	Planning Area La Jolla Community	1	B09S	
4	2807	55	8	vc	1962	290	302	0.32	15	0	3	AZURE COAST	120.42	117.12	B105	1227J6	258	263	Planning Area La Jolla Community	1	B105	-
4	2808	190	8	VC	1962	156	163	2.72	13	0	1	ALLEY	166.12	120.42	B105	1227J6	263	264	Planning Area La Jolla Community	1	B105	
5	2415	173	8	VC	1965	1	8	0.31	35	1	24	COSTEBELLE	353.09	317.20	B09S	1227J6	166	165	Planning Area La Jolla Community	1	B09S	
5	2416	280 95	8	vc vc	1965	183 217	190 228	2.00 0.63	14	0	12	COSTEBELLE	318.24 318.24	317.20 0.00	B09S B09S	1227J5 1227J5	166	168	Planning Area La Jolla Community Planning Area	1	B09S B09S	
5	7611	155	8	vc	1977	86	93	8.33	17	3	24	STARLIGHT	370.41	369.79	C095	1227J5	26	25	La Jolla Community Planning Area	1	C095	
5	7612	300	8	vc	1977	-3	13	0.32	40	3	24	STARLIGHT	369.79	368.42	C09S	1227J5	27	26	La Jolla Community Planning Area	1	C09S	
5	7888	364	8	vc	1965	156	164	4.50	10	4	3	COSTEBELLE	363.28	353.09	C105	1227J6	165	13	La Jolla Community Planning Area	1	B09S	
6	143	283	8	vc	1928	73	82	0.60	11	8	3	SOLEDAD	217.11	194.72	A105	1227G6	150	151	La Jolla Community Planning Area	1	A105	
6	144	393	8	VC	1952	74	81	7.88	11	7	6	TORREY	113.12	84.62	A105	1227G6	165	164	La Jolla Community Planning Area La Jolla Community	1	A105	<u> </u>
6	145	81	8	vc	1982	18	25	3.10	23	0	24	AMALFI	84.62	81.96	A105	1227G6	167	165	Planning Area La Jolla Community	1	A105	
6	2598	139	8	VC	1952	-2	12	0.30	39	6	3	SOLEDAD	177.62	144.62	B105	1227G6	46	47	Planning Area La Jolla Community	1	B105	
6	2599	92	8	VC	1952	340	350	44.00	11	2	3	SOLEDAD	178.52	177.62	B105	1227G6	47	45	Planning Area La Jolla Community	1	B105	
7	2681	95	8	VC	1955	37	47	4.77	11	2	6		180.23	177.38	B105	1227G6	137	138	Planning Area La Jolla Community	1	B105	+
/	2688	269	8	VC	1955	17	33	0.42	31	3	ь	SOLEDAD	208.52	199.12	B10S	1227G6	604	135	Planning Area	1	B10S	

r	1	r	r			r	1			1			r				1	r			1	1
7	2693	68	8	vc	1955	400	408	11.90	11	0	1	LOOKOUT	163.12	150.73	B105	1227G6	145	143	La Jolla Community Planning Area	1	B105	
7	5540026	117	8	VC	2011	1	8	0.30	35	0	24	ALLEY	184.11	167.18	B105	1227G6	25	602	La Jolla Community Planning Area	1	B10S	
0	2664	143	0	VC	1966	59	71	2.01	14		c	ROSELAND	112.43	107.00	B105	1227H6	114	PLUG	La Jolla Community		B10S	Install Cleanout
0			0		1900	59	/1	2.01	14	4	0	ROSELAND							Planning Area La Jolla Community	1	B103	Cleanout
8	2667	47	8	VC						2			138.16	133.41	B10S	1227H6	121	SEWER NODE	Planning Area La Jolla Community	1		
8	2668	143	8	VC	1955	41	53	8.97	11	1	6	PRIVATE	133.41	120.07	B10S	1227H6	118	SEWER NODE	Planning Area La Jolla Community	1	B105	
8	2670	152	8	VC	1955	340	350	5.50	11	3	6	ROSELAND	91.12	82.43	B105	1227H6	117	116	Planning Area	1	B105	
8	2671	129	8	VC	1955	32	44	5.91	65	1	3	ROSELAND	82.43	77.67	B105	1227H6	123	117	La Jolla Community Planning Area	1	B105	
9	2635	142	8	VC	1955	43	49	3.94	36	2	12	HILLSIDE	258.62	238.11	B105	1227G6	86	83	La Jolla Community Planning Area	1	B105	
0	2640	145	•	VC	1961	-1	8	0.30	38	3	6	HILLSIDE	277.59	273.24	B105	1227H6	85	91	La Jolla Community Planning Area	1	B10S	
			0								-								La Jolla Community			
9	2641	232	8	VC	1961	-1	11	0.30	40	4	3	HILLSIDE	273.24	258.62	B105	1227G6	83	85	Planning Area La Jolla Community	1	B10S	
9	2642	190	8	VC	1961	40	50	8.45	13	2	6	HILLSIDE	279.49	277.59	B10S	1227H6	91	92	Planning Area La Jolla Community	1	B10S	
9	2643	368	8	VC	1961	40	50	6.05	13	8	1	HILLSIDE	323.32	279.49	B105	1227H6	92	93	Planning Area La Jolla Community	1	B105	Install
9	2644	106	8	vc	1964	323	332	11.94	11	2	6	HILLSIDE	335.98	323.32	B105	1227H6	93	PLUG	Planning Area	1	B105	Cleanout
9	2684	79	6	VC	1955	215	223	32.58	22	3	3	PRIVATE	250.12	240.16	B105	1227H6	132	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
10	2647	139	8	VC	1969	162	171	2.72	12	4	12	CAMTO AVOLA	362.00	351.00	B10S	1227H6	102	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
10	2648	200	0	VC	1969	24	32	1.01	15	2	12	CAMTO AVOLA	351.00	340.00	B105	1227H6	101	102	La Jolla Community Planning Area	1	B10S	
			0				52												La Jolla Community			
10	2650	134	8	VC	1969	134	15	9.99	13	3	24	CAMTO AVOLA	340.00	328.50	B10S	1227H6	99	101	Planning Area La Jolla Community	1	B10S	
10	2651	160	8	VC	1969	27	36	8.00	11	5	12	CAMTO AVOLA	328.50	310.00	B105	1227H6	100	99	Planning Area La Jolla Community	1	B105	
10	2652	129	8	VC	1969	52	60	6.76	10	2	12	CAMTO AVOLA	310.00	297.31	B105	1227H6	107	100	Planning Area La Jolla Community	1	B10S	
10	2653	268	8	VC	1969	310	317	11.56	11	5	6	CAMTO AVOLA	297.31	290.00	B105	1227H6	106	107	Planning Area	1	B105	
10	2657	48	8	VC	1969	53	58	0.31	33	3	12	CAMTO AVOLA	297.50	297.31	B105	1227H6	107	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
11	2645	295	8	VC	1969	12	20	1.00	18	9	24	CAMTO RIALTO	425.50	387.50	B105	1227H6	97	96	La Jolla Community Planning Area	1	B105	
	2646	125		vc	1969	22	30	1.21	12	1	2	CAMTO RIALTO	387.50	373.00	B105	1227H6	08	97	La Jolla Community Planning Area	1	B10S	
11			ð							1	5						96		La Jolla Community	1		
11	2649	75	8	VC	1969	329	336	8.58	11	0	3	CAMTO RIALTO	373.00	340.00	B105	1227H6	101	98	Planning Area La Jolla Community	1	B10S	Install
11	2951	120	8	VC	1969	70	80	4.40	14	5	12	CAMTO RIALTO	435.00	425.50	B10S	1227H6	96	PLUG	Planning Area La Jolla Community	1	B105	Cleanout
12	2734	185	8	VC	1958	297	308	0.40	11	4	24	VIA VIESTA	432.51	431.77	B105	1227H6	196	194	Planning Area	1	B10S	
12	2735	133	8	VC	1958	351	359	7.91	10	3	3	VIA SIENA	445.86	432.51	B105	1227H6	194	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
12	2736	160	8	vc	1958	196	202	3.56	16	5	3	VIA VIESTA	433.15	432.51	B105	1227H6	194	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
12	2738	203	8	vc	1958	54	63	10.00	11	1	3	VIA BARLETA	316.42	296.20	B105	1227H6	183	197	La Jolla Community Planning Area	1	B10S	
			_							-	-								La Jolla Community	-		
12	2742	266	ð	VC	1958	290	294	2.73	16	0	0	VIA VIESTA	431.77	400.12	B105	1227H6	199	196	Planning Area La Jolla Community	1	B105	
12	2743	143	8	VC	1958	298	312	0.81	14	0	3	VIA VIESTA	415.83	400.12	B105	1227H6	199	200	Planning Area La Jolla Community	1	B10S	
13	2624	71	8	VC	1923	154	165	57.69	14	0	6	HILLSIDE	469.20	0.00	B105	1227H6	75	405	Planning Area La Jolla Community	1	B105	
13	2625	115	8	vc	1923	29	37	4.00	10	2	3	HILLSIDE	0.00	0.00	B105	1227H6	76	75	Planning Area	1	B105	
13	2627	158	8	VC	1923	388	396	12.88	10	2	3	HILLSIDE	0.00	0.00	B105	1227H6	77	74	La Jolla Community Planning Area	1	B105	
13	2628	70	8	vc	1923	2	12	1.89	43	1	3	HILLSIDE	422.80	422.22	B105	1227H6	78	77	La Jolla Community Planning Area	1	B105	

13	2629	172	8	vc	1923	14	22	1.86	17	2	3	HILLSIDE	0.00	0.00	B105	1227H6	79	78	La Jolla Community Planning Area	1	B105	
14	2929	194	8	vc	1971	287	294	10.15	14	0	12	HILLSIDE	523.50	500.00	B105	1227H7	400	411	La Jolla Community Planning Area	1	B105	
14	2933	50	0	VC	1923	193	200	8.09	19	1	60	HILLSIDE	498.00	493.20	B105	1227H7	408	409	La Jolla Community Planning Area	1	B10S	
14			0							1		CAMTO							La Jolla Community	1		
15	2923	82	8	VC	1971	178	187	0.98	19	2	60	BASSANO EAST CAMTO	666.61	656.80	B105	1227H7	415	416	Planning Area La Jolla Community	1	B105	
15	2940	67	8	VC	1971	376	383	1.52	14	2	24	BASSANO WEST CAMTO	632.40	628.00	B105	1227H7	413	419	Planning Area La Jolla Community	1	B105	
15	2941	111	8	VC	1971	149	163	5.83	28	1	24	BASSANO WEST CAMTO	645.40	632.40	B105	1227H7	419	418	Planning Area La Jolla Community	1	B105	
15	2942	174	8	vc	1971	351	365	20.83	10	3	24	BASSANO WEST	666.90	645.40	B105	1227H7	418	417	Planning Area	1	B105	
15	2943	167	8	VC	1971	273	280	3.00	11	3	12	CAMTO BASSANO WEST	678.00	666.90	B105	1227H7	417	PLUG	La Jolla Community Planning Area	1	B105	Install Cleanout
16	2694	125	8	VC	1955	11	21	6.20	22	0	6	ALLEY	64.17	62.73	B105	1227H6	162	161	La Jolla Community Planning Area	1	B105	
				vc	1955	17	34	9.04	41	-	24		86.14	64.17		1227H6	161	160	La Jolla Community	-	B10S	
16	2700	213	8							1	24	HIDDEN VALLEY			B105				Planning Area La Jolla Community	1		
16	2701	180	8	VC	1955	62	69	6.25	14	2	6	HIDDEN VALLEY	101.14	86.14	B10S	1227H6	160	159	Planning Area La Jolla Community	1	B105	
16	2702	171	8	VC	1955	107	112	3.80	10	3	1	HIDDEN VALLEY	115.17	101.14	B105	1227H6	159	158	Planning Area La Jolla Community	1	B105	
16	2707	251	8	vc	1955	297	308	9.84	11	1	6	HIDDEN VALLEY	150.19	123.51	B105	1227H6	157	173	Planning Area La Jolla Community	1	B105	Install
16	2708	136	8	vc	1955	373	379	11.60	10	2	6	HIDDEN VALLEY	163.25	150.19	B105	1227H6	173	PLUG	Planning Area	1	B105	Cleanout
17	2399	80	8	VC	1955	17	34	0.18	27	1	12	ALLEY	74.15	73.11	B09S	1227H6	451	PLUG	La Jolla Community Planning Area	1	B09S	Install Cleanout
17	2711	86	6	VC		361	368	2.50	22	2			96.12	81.50	B105	1227H6	PLUG/ 165	164	La Jolla Community Planning Area	1	B105	Install Cleanout
17	2716	219		VC	1955	19	27	6.96	13	-	6	ALLEY	105.77	92.01	B105	1227H6	166	169	La Jolla Community		B105	
17			0				27			5	0								Planning Area La Jolla Community	1		Install
17	2799	189	8	VC	1955	248	260	7.09	13	3	1	ARDATH	139.23	127.72	B105	1227J6	256	PLUG	Planning Area La Jolla Community	1	B105	Cleanout
17	2801	230	8	VC	1962	276	282	11.00	14	2	3	AZURE COAST	141.12	128.12	B10S	1227J6	257	254	Planning Area La Jolla Community	1	B105	
17	2802	220	8	VC	1962	244	253	11.41	14	3	12	AZURE COAST	128.12	117.12	B105	1227J6	258	257	Planning Area La Jolla Community	1	B105	
17	2806	270	8	VC	1962	244	253	26.06	11	3	12	AZURE COAST	117.12	105.99	B105	1227J6	261	258	Planning Area	1	B105	
18	2777	160	8	VC	1962	141	151	6.51	13	1	6	ALLEY	308.12	243.12	B105	1227J6	235	233	La Jolla Community Planning Area	1	B105	
18	2781	80	8	VC	1962	138	148	4.37	13	2	6	ST LAURENT	243.12	239.12	B105	1227J6	238	235	La Jolla Community Planning Area	1	B105	
18	2782	250	0	vc	1962	167	177	4.00	12	4	12	ST LAURENT	239.12	216.12	B105	1227J6	239	238	La Jolla Community Planning Area	1	B105	
10			0							4	12								La Jolla Community			
18	2783	160	8	VC	1962	216	225	12.50	12	3	3	ESTEREL	216.12	195.12	B105	1227J6	245	239	Planning Area La Jolla Community	1	B10S	
18	2784	218	8	VC	1962	77	87	2.36	17	5	60	ESTEREL	244.12	216.12	B105	1227J6	239	240	Planning Area La Jolla Community	1	B105	
18	7890	143	8	vc	1965	151	161	10.75	14	1	24	STARLIGHT	367.22	358.32	C105	1227J6	17	14	Planning Area	1	C105	
18	7912	252	8	VC	1965	400	408	10.98	11	4	3	MOONRIDGE	358.32	357.31	C105	1227J6	16	17	Planning Area	1	C105	
18	7913	326	8	vc	1965	89	98	12.35	15	6	12	MOONRIDGE	357.31	340.12	C105	1227J6	15	16	La Jolla Community Planning Area	1	C105	
18	7914	236	8	vc	1965	34	44	14.08	15	2	12	MOONRIDGE	340.12	321.12	C105	1227J6	234	15	La Jolla Community Planning Area	1	B105	
19	7892	110	8	vc	1964	124	128	10.63	17	1	24	MOONRIDGE	366.24	365.80	C105	1227J6	21	19	La Jolla Community Planning Area	1	C105	
			с с		1501	2	12			-	<u></u>							15	La Jolla Community	-		Install
19	7893	19	b	VC	1964	2	12	6.95	30	U	6	MOONRIDGE	0.00	366.24	C105	1227J6	19	PLUG	Planning Area La Jolla Community	1	C105	Cleanout
19	7902	325	8	VC	1972	128	138	6.09	14	3	12	REVELLE	371.00	367.87	C105	1227J6	31	30	Planning Area La Jolla Community	1	C105	
19	7903	113	8	vc	1967	128	136	5.65	19	0	12	REVELLE	367.87	367.42	C105	1227J6	29	31	Planning Area	1	C105	
19	7904	78	8	VC	1967	80	90	83.44	21	1	12	REVELLE	367.42	367.11	C105	1227J6	28	29	Planning Area	1	C105	

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												LA JOLLA							La Jolla Community			
19	7909	284	8	VC	1964	101	109	8.21	18	1	24	SCENICS	365.80	361.00	C105	1227J6	34	21	Planning Area	1	C105	
19	7911	<b>CO</b>	0	vc	1967	80	00	0.32	25	0	60	LA JOLLA SCENICS	362.50	361.00	C105	1227J6	34	36	La Jolla Community		C105	
19	7911	60	8	VC	1967	80	90	0.32	25	0	60	SCEINICS	362.50	361.00	C105	122736	34	30	Planning Area La Jolla Community	1	CIUS	
19	7915	342	8	VC	1972	117	125	5.00	21	0	24	REVELLE	379.00	371.00	C105	1227J6	30	38	Planning Area	1	C105	
15	7915	342	8	vc	1572	11/	125	5.00		0			575.00	571.00	0105	122/30	50	50	La Jolla Community	-	0100	
20	2768	143	8	vc	1970	183	190	18.24	14	5	24	CAMTO PRADO	212.60	200.59	B105	1227J6	223	226	Planning Area	1	B105	
20	2700	115	Ű		1570	105	100	10.21		5		0.00000000	212.00	200.55	5105	122/30	225	220	La Jolla Community	-	5105	
20	2773	95	8	VC	1970	141	151	4.50	13	0	12	PRIVATE	208.00	200.59	B10S	1227J6	223	224	Planning Area	1	B105	
																			La Jolla Community			
20	2774	188	8	VC	1970	142	147	5.49	10	3	24	CAMTO PRADO	200.59	179.54	B10S	1227J6	229	223	Planning Area	1	B10S	
																			La Jolla Community			
20	2775	303	8	VC	1970	130	145	34.26	14	7	60	CAMTO PRADO	179.54	167.41	B10S	1227J6	230	229	Planning Area	1	B10S	
																			La Jolla Community			
20	2776	216	8	VC	1970	138	144	8.28	14	2	6	CAMTO PRADO	167.41	161.53	B10S	1227J6	231	230	Planning Area	1	B10S	
																			La Jolla Community			
20	2790	196	8	VC	1970	193	200	8.09	19	1	60	CAMTO PRADO	161.53	156.20	B10S	1227J6	232	231	Planning Area	1	B10S	
20	2704	200			1070	100	101	11.20		2	<b>CO</b>		156.20	144.30	B100	122716	240	222	La Jolla Community		<b>D100</b>	
20	2791	299	8	VC	1970	180	191	11.20	11	2	60	ARDATH	156.20	144.28	B105	1227J6	248	232	Planning Area	T	B105	lur et e ll
20	2702	97		vc	1070	240	245	2 5 7	12	F	60		160.00	155.63	<b>P10</b> 5	122716	250	DUIC	La Jolla Community	1	<b>P10</b> 5	Install
20	2792	97	ó	vL	1970	240	245	3.57	12	5	00	ARDATH	160.00	155.63	B105	1227J6	250	PLUG	Planning Area	1	B10S	Cleanout
20	2793	72	8	vc	1960	205	213	10.26	14	0	12	ARDATH	144.28	141.04	B105	1227J6	247	248	La Jolla Community Planning Area	1	B105	
	2,33		Ŭ		1000	200		10.20	-7	~			1.7.20	1.1.04	5105	122/30		2.0	La Jolla Community	-	5105	
20	2794	224	8	VC	1970	201	209	2.48	14	3	12	ARDATH	155.63	141.04	B10S	1227J6	247	250	Planning Area	1	B105	
										-									La Jolla Community			
20	2795	60	8	VC	1960	266	280	6.83	12	0	6	ARDATH	141.04	138.42	B10S	1227J6	253	247	Planning Area	1	B105	
			1																La Jolla Community			1
21	2721	150	8	VC	1955	299	309	14.00	13	0	60	HIDDEN VALLEY	196.41	196.41	B10S	1227H6	177	178	Planning Area	1	B105	
																			La Jolla Community			
21	2746	245	8	VC	1968	177	184	3.00	10	3	60	VIA CAPRI	282.33	265.60	B10S	1227J6	202	324	Planning Area	1	B10S	
																			La Jolla Community			
21	2747	250	8	VC	1968	205	213	13.98	14	5	60	VIA CAPRI	265.60	247.88	B105	1227J6	203	202	Planning Area	1	B105	
			-																La Jolla Community			
21	2748	228	8	VC	1968	78	86	3.69	11	4	24	ALLEY	247.88	239.75	B105	1227J6	204	203	Planning Area	1	B105	
21	2749	190		VC	1968	216	224	12.84	16	2	24	HIDDEN VALLEY	239.75	216.00	B105	1227J6	205	204	La Jolla Community Planning Area	1	B105	
21	2749	190	0	vc	1908	210	224	12.04	10	2	24	HIDDEN VALLET	259.75	210.00	B103	122730	205	204	La Jolla Community	1	B103	
21	2750	106	8	vc	1968	9	15	3.00	21	0	24	HIDDEN VALLEY	216.00	205.12	B105	1227J6	207	205	Planning Area	1	B105	
~ 1	2750	100	0	ve	1500	2	10	5.00					210.00	205.12	5105	122/30	207	205	La Jolla Community	-	5105	
21	2752	157	8	VC	1968	201	211	7.80	11	0	24	HIDDEN VALLEY	205.12	201.22	B105	1227J6	211	207	Planning Area	1	B105	
			-							-				-				-	La Jolla Community			
21	2753	135	8	VC	1960	201	211	8.40	11	1	60	HIDDEN VALLEY	201.22	196.41	B10S	1227J6	178	211	Planning Area	1	B105	
																			La Jolla Community			
21	2754	20	8	VC	1960	296	309	0.80	14	0	24	HIDDEN VALLEY	207.92	205.12	B10S	1227J6	207	206	Planning Area	1	B10S	
																			La Jolla Community			
21	2858	190	8	VC	1968	63	72	1.15	28	5	24	SENN	298.40	282.33	B10S	1227J7	324	322	Planning Area	1	B105	
		L .	L				L .												La Jolla Community			
22	2769	346	8	VC	1969	240	248	12.61	14	5	24	VIA CAPRI	298.30	295.53	B10S	1227J6	320	227	Planning Area	1	B105	
22	2770	79		vc	1000	200	245	2.50	4.5	0	24		200.04	200.20	B100	122716	227	220	La Jolla Community		<b>D100</b>	
22	2770	/9	ó	vL	1969	209	215	3.50	15	U	24	VIA CAPRI LA JOLLA	298.94	298.30	B105	1227J6	227	228	Planning Area La Jolla Community	1	B105	Install
22	2771	165	8	vc	1969	193	200	8.09	19	3	12	SCENICS	322.04	298.94	B105	1227J6	228	PLUG	Planning Area	1	B105	Cleanout
		105	Ŭ		1,00	100	200	5.55		5		SECTION	522.04	255.54	5105	122/30	220	. 200	La Jolla Community	-	5105	ercanout
22	2857	173	8	VC	1969	151	161	18.22	10	2	60	VIA CAPRI	295.53	294.15	B105	1227J7	321	320	Planning Area	1	B105	
		1	ľ						-		ĺ						i		La Jolla Community		1	1
22	2859	258	8	VC	1968	279	291	11.91	12	3	24	VIA CAPRI	294.15	282.33	B105	1227J7	324	321	Planning Area	1	B105	
																			La Jolla Community			
22	7919	75	8	VC	1969	199	206	3.49	11	1	24	VIA CAPRI	335.02	325.68	C105	1227J6	40	41	Planning Area	1	C105	
		1			I		I				1	1		1			I	1	La Jolla Community	1	1	
22	7920	218		VC	1969	70	77	8.76	12	-	-	VIA CAPRI	358.49	335.02	C105	1227J6	41	42	Planning Area		C105	

TOTAL LENGTH OF REHAB MAIN= TOTAL LENGTH OF REHAB MAIN 6" = TOTAL LENGTH OF REHAB MAIN 8" = TOTAL NUMBER OF REHAB MAIN SEGMENTS= 22365 FT

184 FT 22181 FT

-		1		1					TFOINT	REFAIR SCO	PE OF WORK	1	1			1				1	
					YEAR	UPSTREA M MH RIM	DOWNST REAM MH RIM			-	MAINTENAN CE										
SHEET	FAC_SEQ_ NU		SIZE_ NUM	MATL_CD	INSTALLE D	EL. (FT)	EL.	SLOPE			FREQUENCY (MONTHS)	STREET NAME	UPSTRM_ INV	DNSTREAMIE		FLD_BK_P AG	NAME	COUNCIL DISTRICT	FROM DS MH ID		ACTION
1	2491	65	8	vc	1958	500	507	12	11	1	24	ALLEY	40	37	1227H6	B09S	La Jolla Community Planning Area	1	256	255/PLUG	Install Cleanout
7	2691	65	6	vc	1955	488	505	6	11	0	12	LOOKOUT	158	151	1227G6	B105	La Jolla Community Planning Area	1	145	141/PLUG	Install Cleanout
13	2626	199	8	vc	1923	469	474	3	11	3	6	HILLSIDE	0	0	1227H6	B10S	La Jolla Community Planning Area	1	74	76	
13	2931	191	8	vc	1923	239	248	5	16	2	12	HILLSIDE	474	469	1227H6	B105	La Jolla Community Planning Area	1	405	406	
16	2696	108	8	vc	1955	120	126	2405	11	0	12	ALLEY	66	65	1227H6	B10S	La Jolla Community Planning Area	1	149	150	

#### PIPELINE REHABILITATION AP-1 MAINLINE REHABILITATION WITH POINT REPAIR SCOPE OF WORK

TOTAL LENGTH OF POINT REPAIR= TOTAL 8" MAIN TOTAL 6" MAIN 628 FT 563 FT 65 FT

#### **APPENDIX K**

### REHABILITATION MANHOLE, REPAIR AND REHAB MANHOLE, NEW MANHOLE, AND NEW MAIN CLEANOUT SCOPE OF WORK

#### PIPELINE REHABILITATION AP-1 REHABILITATION MANHOLE SCOPE OF WORK

	FAC_SEQ_	RIM_ELEV_				THOMAS_	FLD_BK_P			COUNCIL	
Sheet	NU	Q	INVERT_ELE	DEPTH_QTY	INST_DT	BRO	AG	STREET NAME	COMMUNITY NAME	DISTRICT	MAP_ID
1									La Jolla Community		
1	70588	0	28	5	1/2/1953	1227H5	B09S	ALLEY	Planning Area	1	108
1									La Jolla Community		
T	7003670	0	31	7	4/3/1953	1227	B09S	PASEO DORADO	Planning Area	1	131
r									La Jolla Community		
Z	70599	0	92	10	1/1/1956	1227H5	B09S	PRIVTAE	Planning Area	1	121
3									La Jolla Community		
С	70636	0	164	14		1227J5	B09S	POTTERY PARK DY	Planning Area	1	170
4									La Jolla Community		
4	70627	0	248	7	1/1/1962	1227J6	B09S	COSTEBELLE DR	Planning Area	1	161
4									La Jolla Community		
4	70633	0	309	9	1/1/1962	1227J6	B09S	COSTEBELLE DR	Planning Area	1	167
4									La Jolla Community		
4	71014	0	120	6	1/1/1962	1227J6	B10S	PRIVTAE	Planning Area	1	263
4									La Jolla Community		
4	71015	0	166	7	1/1/1962	1227J6	B10S	PRIVTAE	Planning Area	1	264
4									La Jolla Community		
4	71016	0	198	8	1/1/1962	1227J6	B10S	PRIVTAE	Planning Area	1	265
5									La Jolla Community		
5	70631	0	353	5	1/1/1965	1227J6	B09S	COSTEBELLE DR	Planning Area	1	165
5									La Jolla Community		
5	70635	0	0	13	1/1/1977	1227J5	B09S	PRIVTAE	Planning Area	1	169
5									La Jolla Community		
5	75618	0	368	14	1/1/1965	1227J6	C09S	STARLIGHT DR	Planning Area	1	27
6									La Jolla Community		
0	70805	0	179	8	4/1/1928	1227G6	B10S	SOLEDAD AV	Planning Area	1	45
7									La Jolla Community		
,	70786	0	167	6	1/16/1950	1227G6	B10S	PRIVTAE	Planning Area	1	25
7									La Jolla Community		
, 	70893	0	177	7	1/1/1955	1227H6	B10S	LOOKOUT DR	Planning Area	1	137
7									La Jolla Community		
	70894	0	180	8	1/1/1955	1227G6	B10S	LOOKOUT DR	Planning Area	1	138

7									La Jolla Community		
/	70899	0	163	8	1/1/1955	1227G6	B10S	PRIVTAE	Planning Area	1	143
7									La Jolla Community		
/	70901	0	151	10	1/1/1955	1227G6	B10S	LOOKOUT DR	Planning Area	1	145
8									La Jolla Community		
0	70872	0	91	8	1/1/1955	1227H6	B10S	ROSELAND DR	Planning Area	1	116
8									La Jolla Community		
5	70873	0	82	9	1/1/1955	1227H6	B10S	ROSELAND DR	Planning Area	1	117
3									La Jolla Community		
5	70874	0	120	6	1/1/1955	1227H6	B10S	PRIVATE ROAD	Planning Area	1	118
8									La Jolla Community		
5	70877	0	138	6	1/1/1955	1227H6	B10S	PRIVATE ROAD	Planning Area	1	121
9									La Jolla Community		
5	70842	0	273	7	1/1/1961	1227G6	B10S	HILLSIDE DR	Planning Area	1	85
9									La Jolla Community		
<i>.</i>	70849	0	279	12	1/1/1961	1227H6	B10S	HILLSIDE DR	Planning Area	1	92
9									La Jolla Community		
<i>,</i>	70850	0	323	9	1/1/1961	1227H6	B10S	HILLSIDE DR	Planning Area	1	93
9									La Jolla Community		
<i>,</i>	70888	0	240	8	1/1/1955	1227H6	B10S	PRIVATE	Planning Area	1	132
12									La Jolla Community		
12	70947	0	433	12	1/1/1958	1227H6	B10S	VIA VIESTA	Planning Area	1	194
12									La Jolla Community		
12	70953	0	416	10	1/1/1958	1227H6	B10S	PRIVATE	Planning Area	1	200
13									La Jolla Community		
13	70832	0	0	5	6/26/1923	1227H6	B10S	HILLSIDE DR	Planning Area	1	75
13									La Jolla Community		
15	70834	0	423	7	6/26/1923	1227H6	B10S	HILLSIDE DR	Planning Area	1	77
13									La Jolla Community		
15	70835	426	422	3	6/26/1923	1227H6	B10S	HILLSIDE DR	Planning Area	1	78
13									La Jolla Community		
13	71149	0	474	5	6/26/1923	1227H6	B10S	HILLSIDE DR	Planning Area	1	406
15								CAMTO BASSANO	La Jolla Community		
10	71158	0	657	7	1/1/1971	1227H7	B10S	EAST	Planning Area	1	415
15								CAMTO BASSANO	La Jolla Community		
1.5	71160	0	667	7	1/1/1971	1227H7	B10S	WEST	Planning Area	1	417
15								CAMTO BASSANO	La Jolla Community		
13	71161	0	645	7	1/1/1971	1227H7	B10S	WEST	Planning Area	1	418

16									La Jolla Community		
10	70912	0	115	8	1/1/1955	1227H6	B10S	HIDDEN VALLEY RD		1	158
16									La Jolla Community		
10	70916	72	63	10	1/1/1955	1227H6	B10S	HIDDEN VALLEY RD		1	162
17									La Jolla Community		
	71009	0	128	8	1/1/1962	1227J6	B10S	AZURE COAST DR	Planning Area	1	257
17	71013	0	106	6	1/1/1960	1227J6	B10S	AZURE COAST DR	La Jolla Community Planning Area	1	261
	71015	0	100	0	1/1/1900	122730	0105		La Jolla Community	T	201
18	70986	0	308	8	1/1/1962	1227J6	B10S	PRIVATE	Planning Area	1	233
	70500	0	500	0	1/1/1502	122730	0105		La Jolla Community	1	235
18	70988	0	243	8	1/1/1962	1227J6	B10S	PRIVATE	Planning Area	1	235
10									La Jolla Community		
18	70992	0	216	8	1/1/1962	1227J6	B10S	ESTEREL DR	Planning Area	1	239
18									La Jolla Community		
10	70997	0	195	8	1/1/1962	1227J6	B10S	ESTEREL DR	Planning Area	1	245
19									La Jolla Community		
15	75872	0	366	12	1/1/1964	1227J6	C10S	PRIVATE	Planning Area	1	19
19	75007		264	_	4 /4 /4 0 5 4	122716	64.05	LA JOLLA SCENIC	La Jolla Community		24
_	75887	0	361	7	1/1/1964	1227J6	C10S	DR	Planning Area	1	34
20	70000			10	4/4/4050	122716	<b>D400</b>		La Jolla Community		2.47
	70999	0	141	10	1/1/1960	1227J6	B10S	ARDATH RD	Planning Area La Jolla Community	1	247
20	71000	0	144	9	1/1/1960	1227J6	B10S	ARDATH RD	Planning Area	1	248
	71000	0	144	3	1/1/1900	122730	B103	ANDATTIND	La Jolla Community	T	240
20	71005	0	138	10	1/1/1955	1227J6	B10S	ARDATH RD	Planning Area	1	253
~ 4									La Jolla Community		
21	70930	0	176	19	1/1/1955	1227H6	B10S	HIDDEN VALLEY RD	Planning Area	1	177
21									La Jolla Community		
21	70931	0	196	6	1/1/1955	1227H6	B10S	HIDDEN VALLEY RD	=	1	178
22									La Jolla Community		
~~	75894	0	358	8	1/1/1969	1227J6	C105	VIA CAPRI	Planning Area	1	42

TOTAL NUMBER OF REHAB MANHOLE=

51

					EE 3601 E 01							
		FAC_SEQ_								COUNCIL		
SHEET	OBJECTID	NU	RIM_ELEV_Q	INVERT_ELE	DEPTH_QTY	INST_DT	THOMAS_BRO	STREET NAME	COMMUNITY NAME	DISTRICT	MAP_ID	FLD_BK_PAG
									La Jolla Community			
6	87	68444	0	113	12		1227G6	EASEMENT	Planning Area	1	164	A10S
									La Jolla Community			
12	1857	70936	304	296	8	1/1/1958	1227H6	VIA BARLETTA	Planning Area	1	183	B10S
									La Jolla Community			
13	1783	70833	0	0	10	6/26/1923	1227H6	HILLSIDE	Planning Area	1	76	B10S
									La Jolla Community			
14	2029	71146	0	500	7	1/1/1971	1227H7	EASEMENT	Planning Area	1	400	B10S
									La Jolla Community			
14	2033	71150	0	488	7	6/26/1923	1227H7	HILLSIDE	Planning Area	1	407	B105
									La Jolla Community			
14	2037	71154	0	524	9	1/1/1971	1227H7	EASEMENT	Planning Area	1	411	B10S
								CAMTO	La Jolla Community			
15	2042	71159	0	667	6	1/1/1971	1227H7	BASSANO EAST	Planning Area	1	416	B10S
								CAMTO	La Jolla Community			
15	2045	71162	0	632	7	1/1/1971	1227H7	BASSANO WEST	Planning Area	1	419	B10S
									La Jolla Community			
16	1849	70926	0	150	7	1/1/1955	1227H6	HIDDEN VALLEY	Planning Area	1	173	B10S

PIPELINE REHABILITATION AP-1 REPAIR AND REHAB MANHOLE SCOPE OF WORK

TOTAL NUMBER OF REPAIR MANHOLE=

9

#### PIPELINE REHABILITATION AP-1 NEW MANHOLE SCOPE OF WORK

		FAC_SEQ_	EXISTING			THOMAS_		STREET		COUNCIL	PROPOSED	PROPOSED
Shee	et	NU	PLUG DEPTH	INVERT_ELE	MAP_ID	BRO	FLD_BK_PAG	NAME	COMMUNITY NAME	DISTRICT	WORK	SIZE
	-								La Jolla Community			
	/	70884	6	184	128	1227H6	B10S	LOOKOUT	Planning Area	1	NEW	4x3
	10								La Jolla Community			
	16	70907	8	96	153	1227H6	B10S	E ROSELAND	Planning Area	1	NEW	4x3

2

TOTAL NUMBER OF NEW MANHOLE=

#### PIPELINE REHABILITATION AP-1 NEW MAIN CLEANOUT SCOPE OF WORK

	FAC_SEQ_	FAC_TYP_	EXISTING	INVERT_			FLD_BK_P		COUNCIL	THOMAS	PROPOSED
SHEET	NU	CD	PLUG DEPTH	ELE	STREET NAME	MAP_ID	AG	COMMUNITY NAME	DISTRICT	_BRO	WORK
					AVNDA DE LA			La Jolla Community			
1	70586	PLUG	5	18	PLAYA	106	B09S	Planning Area	1	1227H5	NEW
								La Jolla Community			
	70710	PLUG	10	40	ALLEY	255	B09S	Planning Area	1	1227H6	NEW
4								La Jolla Community			
4	70628	PLUG	7	270	COSTEBELLE	162	B09S	Planning Area	1	1227J6	NEW
								La Jolla Community			
7	70886	PLUG	7	199	EASEMENT	130	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
7	70887	PLUG	7	212	SOLEDAD	131	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
7	70897	PLUG	6	158	LOOKOUT	141	B10S	Planning Area	1	1227G6	NEW
								La Jolla Community			
7	70900	PLUG	9	164	EASEMENT	144	B10S	Planning Area	1	1227G6	NEW
8								La Jolla Community			
0	70871	PLUG	11	112	ROSELAND	115	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
9	70851	PLUG	9	336	HILLSIDE	94	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
9	70889	PLUG	4	250	EASEMENT	133	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
10	70864	PLUG	8	298	CAMTO AVOLA	108	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
10	70939	PLUG	7	362	CAMTO AVOLA	186	B10S	Planning Area	1	1227H6	NEW
11								La Jolla Community			
11	70852	PLUG	8	435	CAMTO RIALTO	95	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
12	70945	PLUG	13	446	VIA SIENA	192	B10S	Planning Area	1	1227H6	NEW

								La Jolla Community			
12	70946	PLUG	12	433	VIA VIESTA	193	B10S	Planning Area	1	1227H6	NEW
15					CAMTO			La Jolla Community			
13	71127	PLUG	10	678	BASSANO WEST	380	B10S	Planning Area	1	1227H7	NEW
10								La Jolla Community			
16	70927	PLUG	7	163	HIDDEN VALLEY	174	B10S	Planning Area	1	1227H6	NEW
								La Jolla Community			
17	70617	PLUG	7	74	LA JOLLAPY	151	B09S	Planning Area	1	1227H6	NEW
								La Jolla Community			
17	70918	PLUG	8	96	ALLEY	165	B105	Planning Area	1		NEW
								La Jolla Community			
17	71004	PLUG	8	139	ALLEY	252	B10S	Planning Area	1	1227J6	NEW
								La Jolla Community			
19	75072	<b>D</b> ILLO	0	0	FACENAENT	20	61.05	La Jolla Community		122710	
	75873	PLUG	8	0	EASEMENT	20	C10S	Planning Area	1	1227J6	NEW
20			_	1.50			5400	La Jolla Community		100710	
	71001	PLUG	7	160	ARDATH CT	249	B10S	Planning Area	1	1227J6	NEW
22					LA JOLLA SCENIC			La Jolla Community			
	71066	PLUG	7	322	S	319	B10S	Planning Area	1	1227J6	NEW

TOTAL NUMBER OF CLEANOUTS= 23

# APPENDIX L

# SEWER LATERALS LINED + CONNECTIONS SCOPE OF WORK

		FIELD	THOMAS			LINED + CONNECTION	T	STREET			COUNCIL
SHEET	FSN	воок	BROTHERS	SIZE	CLEANOUT_LOC_DESC	OFFSET_REF_DESC	OFFSET_FT *	NUMBER	STREET NAME	COMMUNITY NAME	DISTRICT
									LA JOLLA	La Jolla Community	
1	169235	B09S	1227H5	4	INSIDE PROPERTY LINE	RGT OF LFT LL	20	7989	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	169279	B09S	1227H5	4	INSIDE PROPERTY LINE	RGT OF LFT LL	20	7981	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	169318	B09S	1227H5	4	INSIDE PROPERTY LINE	MANHOLE	104	7951	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	169341	B09S	1227H5	4	<null></null>	MANHOLE	6	7951	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	169192	B09S	1227H5	4	<null></null>	MANHOLE	85	7995	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	169488	B09S	1227H6	4	ON PROPERTY LINE	ON PROPERTY LINE	1	7939	SHORES	Planning Area	1
									la jolla	La Jolla Community	
1	299366	B09S	1227H5	4	ON PROPERTY LINE	<null></null>	30	8135	SHORES	Planning Area	1
									LA JOLLA	La Jolla Community	
1	299531	B09S	1227H5	4	INSIDE PROPERTY LINE	<null></null>	30	8021	SHORES	Planning Area	1
									LA JOLLA	La Jolla Community	
1	299540	B09S	1227H5	4	INSIDE PROPERTY LINE	RGT OF LFT LL	30	8011	SHORES	Planning Area	1
				_					LA JOLLA	La Jolla Community	
1	299761	B09S	1227H6	4	<null></null>	<null></null>	1	7939	SHORES	Planning Area	1
										La Jolla Community	
3	299538	B09S	1227J5	4	<null></null>	MANHOLE	77	2725	TORREY PINES	Planning Area	1
						N. 11				La Jolla Community	
3	376171	B09S	1227J5	8	<null></null>	<null></null>	50	0	<null></null>	Planning Area	1
										La Jolla Community	
4	169497	B09S	1227J5	4	<null></null>	MANHOLE	27	2712	COSTEBELLE	Planning Area	1
				_						La Jolla Community	
4	169530	B09S	1227J6	4	<null></null>	LFT OF RGT LL	35	2717	COSTEBELLE	Planning Area	1
	4 605 40	DOOC	400710		an I a Un		24	2604	COCTERSILE	La Jolla Community	4
4	169540	B09S	1227J6	4	<null></null>	RGT OF LFT LL	31	2684	COSTEBELLE	Planning Area	1
	4 605 77	DOOC	122710		and the		20	2664	COCTERSILE	La Jolla Community	
4	169577	B09S	1227J6	4	<null></null>	RGT OF LFT LL	30	2664	COSTEBELLE	Planning Area	1
	100570	DOOC	122710				F	2722	COCTERENTS	La Jolla Community	1
4	169579	B09S	1227J6	4	ON PROPERTY LINE	LOT LINE	5	2733	COSTEBELLE	Planning Area	1
4	160611	DOOC	122716	4			20	7072		La Jolla Community	1
4	169611	B09S	1227J6	4	<null></null>	LFT OF RGT LL	29	7872	ESTEREL	Planning Area	1 L

#### PIPELINE REHABILITATION AP-1 SEWER LATERALS LINED + CONNECTIONS SCOPE OF WORK

										La Jolla Community	
4	169623	B09S	1227J6	4	INSIDE CURB	<null></null>	30	2644	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	169644	B09S	1227J6	4	<null></null>	RGT OF LFT LL	30	2634	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299856	B09S	1227J6	4	INSIDE PROPERTY LINE	RGT OF LFT LL	31	2702	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299884	B09S	1227J6	4	INSIDE PROPERTY LINE	RGT OF LFT LL	26	2674	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299904	B09S	1227J6	4	<null></null>	RGT OF LFT LL	31	2654	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299939	B09S	1227J6	4	<null></null>	LFT OF RGT LL	30	2641	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299947	B09S	1227J6	4	<null></null>	<null></null>	30	2653	COSTEBELLE	Planning Area	1
										La Jolla Community	
4	299959	B09S	1227J6	4	<null></null>	<null></null>	30	7858	ESTEREL	Planning Area	1
										La Jolla Community	
5	169319	B09S	1227J5	4	<null></null>	LFT OF RGT LL	19	0	<null></null>	Planning Area	1
										La Jolla Community	
5	169418	B09S	1227J5	4	<null></null>	MANHOLE	85	7902	COSTEBELLE	Planning Area	1
										La Jolla Community	
5	169524	B09S	1227J6	4	<null></null>	RGT OF LFT LL	72	7780	STARLIGHT	Planning Area	1
										La Jolla Community	
5	169620	B09S	1227J6	4	<null></null>	LFT OF RGT LL	70	7778	STARLIGHT	Planning Area	1
										La Jolla Community	
5	169761	C10S	1227J6	4	<null></null>	RGT OF LFT LL	13	2766	COSTEBELLE	Planning Area	1
										La Jolla Community	
5	299693	B09S	1227J5	4	<null></null>	RGT OF LFT LL	20	7930	COSTEBELLE	Planning Area	1
										La Jolla Community	
5	299708	B09S	1227J5	4	<null></null>	MANHOLE	252	0	<null></null>	Planning Area	1
										La Jolla Community	
5	299712	B09S	1227J5	4	<null></null>	MANHOLE	52	7914	COSTEBELLE	Planning Area	1
										La Jolla Community	
5	299873	C09S	1227J6	4	<null></null>	LFT OF RGT LL	50	7777	STARLIGHT	Planning Area	1
										La Jolla Community	
5	299893	C09S	1227J6	4	<null></null>	RGT OF LFT LL	60	7778	STARLIGHT	Planning Area	1
										La Jolla Community	
5	299986	C09S	1227J6	4	<null></null>	LFT OF RGT LL	80	0	<null></null>	Planning Area	1
										La Jolla Community	
5	300030	C10S	1227J6	4	<null></null>	MANHOLE	4	2745	COSTEBELLE	Planning Area	1

										La Jolla Community	
5	5533148	C09S	1227J5	4	<null></null>	RGT OF LFT LL	30	0	<null></null>	Planning Area	1
	UKNOWN/										
	SHARQ										
5	VIDEO			UKNOWN	UKNOWN						
	UKNOWN/										
	SHARQ										
5	VIDEO			UKNOWN	UKNOWN						
	UKNOWN/										
_	SHARQ										
5	VIDEO			UKNOWN	UKNOWN						
										La Jolla Community	
6	170257	A10S	1227G6	4	<null></null>	MANHOLE	110	7885	TORREY	Planning Area	1
										La Jolla Community	
6	170271	B10S	1227G6	4	INSIDE CURB	<null></null>	5	7885	TORREY	Planning Area	1
										La Jolla Community	
6	170314	A10S	1227G6	4	<null></null>	<null></null>	110	7787	LUDINGTON	Planning Area	1
										La Jolla Community	
6	170341	A10S	1227G6	4	INSIDE PROPERTY LINE	LFT OF RGT LL	5	0	<null></null>	Planning Area	1
										La Jolla Community	
6	170344	A10S	1227G6	4	INSIDE PROPERTY LINE	LFT OF RGT LL	5	7850	TORREY	Planning Area	1
										La Jolla Community	
6	170821	B10S	1227G6	4	<null></null>	LFT OF RGT LL	10	1707	SOLEDAD	Planning Area	1
										La Jolla Community	
6	170969	A10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	142	7704	LUDINGTON	Planning Area	1
										La Jolla Community	
6	171038	A10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	86	1575	SOLEDAD	Planning Area	1
										La Jolla Community	
6	171076	A10S	1227G6	4	<null></null>	MANHOLE	10	1555	SOLEDAD	Planning Area	1
										La Jolla Community	
6	300645	B10S	1227G6	4	ON MAIN	<null></null>	63	7730	WHITEFIELD	Planning Area	1
										La Jolla Community	
6	300684	B10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	45	1661	SOLEDAD	Planning Area	1
										La Jolla Community	
6	300781	A10S	1227G6	4	<null></null>	<null></null>	56	0	<null></null>	Planning Area	1
										La Jolla Community	
6	300789	A10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	56	0	<null></null>	Planning Area	1
										La Jolla Community	
6	300796	A10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	90	0	<null></null>	Planning Area	1
										La Jolla Community	
6	300801	A10S	1227G6	4	<null></null>	LFT OF RGT LL	9	1626	KEARSARGE	Planning Area	1

										La Jolla Community	
6	300837	A10S	1227G6	4	<null></null>	LOT LINE	25	1610	KEARSARGE	Planning Area	1
										La Jolla Community	
7	170350	B10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	20	7847	LOOKOUT	Planning Area	1
										La Jolla Community	
7	170376	B10S	1227G6	4	<null></null>	LFT OF RGT LL	6	2028	SOLEDAD	Planning Area	1
										La Jolla Community	
7	170497	B10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	116	2019	SOLEDAD	Planning Area	1
										La Jolla Community	
7	170499	B10S	1227G6	4	ON PROPERTY LINE	MANHOLE	64	2005	SOLEDAD	Planning Area	1
										La Jolla Community	
7	170550	B10S	1227G6	4	<null></null>	LFT OF RGT LL	50	1925	SOLEDAD	Planning Area	1
										La Jolla Community	
7	376181	B10S	1227H6	4	INSIDE PROPERTY LINE	MANHOLE	5	7887	LOOKOUT	Planning Area	1
										La Jolla Community	
8	169827	B10S	1227H6	4	<null></null>	MANHOLE	36	7865	ROSELAND	Planning Area	1
										La Jolla Community	
8	169848	B10S	1227H6	4	<null></null>	MANHOLE	53	7866	ROSELAND	Planning Area	1
										La Jolla Community	
8	170115	B10S	1227H6	4	<null></null>	LFT OF RGT LL	58	7810	ROSELAND	Planning Area	1
										La Jolla Community	
8	170195	B10S	1227H6	4	<null></null>	LFT OF RGT LL	28	7788	ROSELAND	Planning Area	1
										La Jolla Community	
8	300328	B10S	1227H6	4	<null></null>	RGT OF LFT LL	27	7777	ROSELAND	Planning Area	1
										La Jolla Community	
8	300358	B10S	1227H6	4	<null></null>	RGT OF LFT LL	16	7770	ROSELAND	Planning Area	1
										La Jolla Community	
8	1163042	B10S	1227H6	4	<null></null>	MANHOLE	52.5	7866	ROSELAND	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
8	VIDEO			UKNOWN	UKNOWN		53	7859	ROSELAND	Planning Area	1
										La Jolla Community	
9	170725	B10S	1227H6	4	INSIDE PROPERTY LINE	MANHOLE	36	7615	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170752	B10S	1227H6	4	INSIDE PROPERTY LINE	RGT OF LFT LL	10	7616	HILLSIDE	Planning Area	1
							1			La Jolla Community	
9	170799	B10S	1227H6	4	<null></null>	RGT OF LFT LL	12	7612	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170811	B10S	1227G6	4	INSIDE PROPERTY LINE	MANHOLE	11	7651	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170822	B10S	1227H6	4	ON PROPERTY LINE	MANHOLE	16	7612	HILLSIDE	Planning Area	1

										La Jolla Community	
9	170849	B10S	1227H6	4	<null></null>	LFT OF RGT LL	1	7610	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170859	B10S	1227H6	4	<null></null>	RGT OF LFT LL	11	7654	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170919	B10S	1227H6	4	<null></null>	RGT OF LFT LL	60	7580	HILLSIDE	Planning Area	1
										La Jolla Community	
9	170990	B10S	1227H6	4	<null></null>	LFT OF RGT LL	19	7595	HILLSIDE	Planning Area	1
										La Jolla Community	
9	171077	B10S	1227H6	4	<null></null>	MANHOLE	115	7585	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300636	B10S	1227H6	4	<null></null>	MANHOLE	48	7640	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300688	B10S	1227H6	6	INSIDE PROPERTY LINE	MANHOLE	215	7605	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300710	B10S	1227G6	4	<null></null>	LFT OF RGT LL	73	7667	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300731	B10S	1227H6	4	INSIDE PROPERTY LINE	<null></null>	42	7664	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300785	B10S	1227H6	4	<null></null>	MANHOLE	16	7590	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300810	B10S	1227H6	4	<null></null>	MANHOLE	32	7570	HILLSIDE	Planning Area	1
										La Jolla Community	
9	300840	B10S	1227G6	4	<null></null>	RGT OF LFT LL	42	7550	HILLSIDE	Planning Area	1
							_			La Jolla Community	
9	5055092	B10S	1227H6	4	<null></null>	LOT LINE	7	7609	HILLSIDE	Planning Area	1
0	5500000	<b>D</b> 400	122700		-N1115	(NL) II	42	7666		La Jolla Community	1
9	5586996	B10S	1227G6	4	<null></null>	<null></null>	42	7666	HILLSIDE	Planning Area	1
										La Jolla Community	
10	170578	B10S	1227H6	4	<null></null>	RGT OF LFT LL	33	7615	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170579	B10S	1227H6	4	<null></null>	LFT OF RGT LL	10	7605	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170624	B10S	1227H6	4	<null></null>	RGT OF LFT LL	23	7635	CAMTO AVOLA	Planning Area	1
				<b> </b> .						La Jolla Community	
10	170637	B10S	1227H6	4	<null></null>	RGT OF LFT LL	18	7645	CAMTO AVOLA	Planning Area	1
10	470700	D466	400-000		AL U.		20	75.00		La Jolla Community	
10	170738	B10S	1227H6	4	<null></null>	LFT OF RGT LL	20	7583	CAMTO AVOLA	Planning Area	1
10	470700	D466	400-000		AL U.		20			La Jolla Community	
10	170792	B10S	1227H6	4	<null></null>	LFT OF RGT LL	20	7575	CAMTO AVOLA	Planning Area	1

										La Jolla Community	
10	170818	B10S	1227H6	4	<null></null>	LFT OF RGT LL	30	7546	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170824	B10S	1227H6	4	<null></null>	LFT OF RGT LL	20	7569	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170829	B10S	1227H6	4	<null></null>	LFT OF RGT LL	26	7554	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170850	B10S	1227H6	4	<null></null>	LFT OF RGT LL	20	7563	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170911	B10S	1227H6	4	<null></null>	LFT OF RGT LL	25	7515	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	170926	B10S	1227H6	4	<null></null>	LFT OF RGT LL	10	7505	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300554	B10S	1227H6	4	<null></null>	LFT OF RGT LL	30	7625	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300561	B10S	1227H6	4	<null></null>	RGT OF LFT LL	33	7599	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300571	B10S	1227H6	4	<null></null>	RGT OF LFT LL	18	7655	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300576	B10S	1227H6	4	<null></null>	RGT OF LFT LL	31	7665	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300593	B10S	1227H6	4	<null></null>	RGT OF LFT LL	20	7591	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300630	B10S	1227H6	4	<null></null>	LFT OF RGT LL	27	7590	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300652	B10S	1227H6	4	<null></null>	LFT OF RGT LL	27	7580	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300671	B10S	1227H6	4	<null></null>	LFT OF RGT LL	30	7538	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300674	B10S	1227H6	4	<null></null>	LFT OF RGT LL	26	7570	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300676	B10S	1227H6	4	<null></null>	LFT OF RGT LL	30	7530	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300686	B10S	1227H6	4	<null></null>	LFT OF RGT LL	26	7562	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
10	300718	B10S	1227H6	4	<null></null>	LFT OF RGT LL	25	7525	CAMTO AVOLA	Planning Area	1
10	200726	<b>D</b> 4.00	4227110		AL		<b>C A</b>	7555		La Jolla Community	
10	300726	B10S	1227H6	4	<null></null>	MANHOLE	64	7555	CAMTO AVOLA	Planning Area	1
										La Jolla Community	
11	171004	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7485	CAMTO RIALTO	Planning Area	1

										La Jolla Community	
11	171050	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7475	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171078	B10S	1227H6	4	<null></null>	LFT OF RGT LL	31	7462	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171098	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7465	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171113	B10S	1227H6	4	<null></null>	LFT OF RGT LL	31	7452	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171137	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7455	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171170	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7445	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	171287	B10S	1227H6	4	<null></null>	LFT OF RGT LL	10	7405	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	300773	B10S	1227H6	4	<null></null>	MANHOLE	31	7482	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	300809	B10S	1227H6	4	<null></null>	LFT OF RGT LL	27	7472	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	300890	B10S	1227H6	4	<null></null>	LFT OF RGT LL	31	7442	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	300922	B10S	1227H6	4	<null></null>	RGT OF LFT LL	49	7432	CAMTO RIALTO	Planning Area	1
										La Jolla Community	
11	300939	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7435	CAMTO RIALTO	Planning Area	1
	200050	<b>D</b> 400	1227116				20	7425		La Jolla Community	
11	300959	B10S	1227H6	4	<null></null>	RGT OF LFT LL	29	7425	CAMTO RIALTO	Planning Area La Jolla Community	1
11	5563845	B10S	1227H6	4	<null></null>	LFT OF RGT LL	10	7415	CAMTO RIALTO	Planning Area	1
11	5505645	Б103	122700	4			10	7415		-	T
12	171020	D100	4227116					2504		La Jolla Community	
12	171020	B10S	1227H6	4	<null></null>	MANHOLE	4	2591	VIA BARLETTA	Planning Area La Jolla Community	1
12	171186	D100	1227116	4	a Nue IIS		4	2452		,	1
12	1/1180	B10S	1227H6	4	<null></null>	LFT OF RGT LL	4	2452	VIA VIESTA	Planning Area La Jolla Community	1
12	171187	D100	1227H6	4	<null></null>	LOT LINE	1	2451			1
12	1/110/	B10S	122/10	4			1	2431	VIA VIESTA	Planning Area La Jolla Community	1
12	171204	B10S	1227H6	4	<null></null>	MANHOLE	4	2540	VIA VIESTA	Planning Area	1
12	1/1204	5103	122/110	+			4	2340	VIA VILJIA	La Jolla Community	1
12	171216	B10S	1227H6	4	<null></null>	LFT OF RGT LL	1	2530	VIA VIESTA	Planning Area	1
12	1/1210	5105	1227110	-	SINGLE			2330		La Jolla Community	-
12	171224	B10S	1227H6	4	<null></null>	LFT OF RGT LL	2	2468	VIA VIESTA	Planning Area	1
L	1/1224	0103	122/110	17			4	2400			1 <sup></sup>

										La Jolla Community	
12	171230	B10S	1227H6	4	<null></null>	RGT OF LFT LL	77	2461	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171249	B10S	1227H6	4	<null></null>	LFT OF RGT LL	9	2520	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171260	B10S	1227H6	4	<null></null>	<null></null>	1	2490	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171267	B10S	1227H6	4	<null></null>	LFT OF RGT LL	1	2506	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171276	B10S	1227H6	4	<null></null>	RGT OF LFT LL	5	2531	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171316	B10S	1227H6	4	<null></null>	MANHOLE	8	2511	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171321	B10S	1227H6	4	<null></null>	RGT OF LFT LL	5	2501	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	171335	B10S	1227H6	4	<null></null>	MANHOLE	58	2425	VIA SIENA	Planning Area	1
										La Jolla Community	
12	171359	B10S	1227H6	4	<null></null>	<null></null>	58	2425	VIA SIENA	Planning Area	1
										La Jolla Community	
12	171369	B10S	1227H6	4	INSIDE CURB	MANHOLE	148	7391	VIA CAPRI	Planning Area	1
										La Jolla Community	
12	300947	B10S	1227H6	4	<null></null>	MANHOLE	105	2422	VIA SIENA	Planning Area	1
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12	300949	B10S	1227H6	4	<null></null>	MANHOLE	12	2541	VIA VIESTA	Planning Area	1
										La Jolla Community	
12	300973	B10S	1227H6	4	<null></null>	RGT OF LFT LL	7	2521	VIA VIESTA	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
13	VIDEO			UKNOWN	UKNOWN		25	UKNOWN	UKNOWN	Planning Area	1
										La Jolla Community	
13	171213	B10S	1227H6	4	<null></null>	MANHOLE	52	7505	HILLSIDE	Planning Area	1
										La Jolla Community	
13	171303	B10S	1227H6	4	WEST OF MAIN	<null></null>	139	7502	HILLSIDE	Planning Area	1
										La Jolla Community	
13	171305	B10S	1227H6	4	<null></null>	MANHOLE	40	7447	HILLSIDE	Planning Area	1
										La Jolla Community	
13	171309	B10S	1227H6	4	INSIDE PROPERTY LINE	MANHOLE	84	7455	HILLSIDE	Planning Area	1
										La Jolla Community	
13	171324	B10S	1227H6	4	INSIDE PROPERTY LINE	MANHOLE	3	0	<null></null>	Planning Area	1
										La Jolla Community	
13	171375	B10S	1227H6	4	<null></null>	LFT OF RGT LL	25	7411	HILLSIDE	Planning Area	1

										La Jolla Community	
13	300983	B10S	1227H6	4	ON PROPERTY LINE	MANHOLE	40	7440	HILLSIDE	Planning Area	1
										La Jolla Community	
13	301000	B10S	1227H6	4	INSIDE PROPERTY LINE	MANHOLE	139	7474	HILLSIDE	Planning Area	1
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13	301007	B10S	1227H6	4	<null></null>	MANHOLE	21	7454	HILLSIDE	Planning Area	1
										La Jolla Community	
13	5031546	B10S	1227H6	4	<null></null>	MANHOLE	40	7510	HILLSIDE	Planning Area	1
					N. 11					La Jolla Community	
13	5186223	B10S	1227H6	4	<null></null>	<null></null>	21	7455	HILLSIDE	Planning Area	1
										La Jolla Community	
14	171473	B10S	1227H7	4	<null></null>	MANHOLE	20	0	<null></null>	Planning Area	1
									CAMTO	La Jolla Community	
15	171654	B10S	1227H7	4	<null></null>	LOT LINE	28	7440	BASSANO WEST	Planning Area	1
									CANATO		
15	171077	D100	1007117	4			20	7420		La Jolla Community	1
15	171677	B10S	1227H7	4	<null></null>	LOT LINE	28	7420	BASSANO WEST	Planning Area	1
									САМТО	La Jolla Community	
15	171762	B10S	1227H7	4	<null></null>	LOT LINE	41	7391	BASSANO WEST		1
15	1/1/02	D105	122/11/	4			+1	7551	BASSANO WEST	Fidming Alea	1
									САМТО	La Jolla Community	
15	171943	B10S	1227H7	4	<null></null>	LFT OF RGT LL	8	7355	BASSANO EAST	Planning Area	1
10	17 13 13	5105	122/11/					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	2, 65, 110 2, 61		-
									САМТО	La Jolla Community	
15	171960	B10S	1227H7	4	<null></null>	LOT LINE	28	7351	BASSANO WEST	Planning Area	1
									CAMTO	La Jolla Community	
15	301215	B10S	1227H7	4	<null></null>	LOT LINE	3	7430	BASSANO WEST	Planning Area	1
									САМТО	La Jolla Community	
15	301248	B10S	1227H7	4	<null></null>	RGT OF LFT LL	3	7401	BASSANO WEST	Planning Area	1
									CAMTO	La Jolla Community	
15	301313	B10S	1227H7	4	<null></null>	LOT LINE	32	7381	BASSANO WEST	Planning Area	1
									CAMTO	La Jolla Community	
15	301353	B10S	1227H7	4	<null></null>	LFT OF RGT LL	32	7371	BASSANO WEST	Planning Area	1

									CANITO		
15	301367	B10S	1227H7	4	<null></null>	<null></null>	32	7365	CAMTO BASSANO EAST	La Jolla Community Planning Area	1
									САМТО	La Jolla Community	
15	301401	B10S	1227H7	4	<null></null>	LFT OF RGT LL	28	7361	BASSANO WEST	Planning Area	1
										La Jolla Community	
16	170243	B10S	1227H6	4	<null></null>	MANHOLE	7	2566	HIDDEN VALLEY	Planning Area	1
										La Jolla Community	
16	170263	B10S	1227H6	4	<null></null>	RGT OF LFT LL	7	7722	ROSELAND	Planning Area	1
16	470240	5400	4007116		and the	AL 11.	_	7746		La Jolla Community	
16	170348	B10S	1227H6	4	<null></null>	<null></null>	7	7716	ROSELAND	Planning Area	1
10	170400	D100	1227110	4			25	7710		La Jolla Community	1
16	170400	B10S	1227H6	4	<null></null>	MANHOLE	25	7710	ROSELAND	Planning Area La Jolla Community	1
16	170412	B10S	1227H6	4	<null></null>	<null></null>	25	7710	ROSELAND	Planning Area	1
10	170412	5105	1227110	-	Sivuir	Sivuiz	2.5	//10	NOSELAND	La Jolla Community	-
16	170491	B10S	1227H6	4	<null></null>	MANHOLE	109	2580	HIDDEN VALLEY	Planning Area	1
	170.01	2100					100			La Jolla Community	-
16	170664	B10S	1227H6	4	<null></null>	<null></null>	27	2643	HIDDEN VALLEY	Planning Area	1
										La Jolla Community	
16	300129	B10S	1227H6	4	<null></null>	MANHOLE	20	2466	HIDDEN VALLEY	Planning Area	1
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16	300257	B10S	1227H6	4	<null></null>	MANHOLE	4	2488	HIDDEN VALLEY	Planning Area	1
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16	300580	B10S	1227H6	4	<null></null>	RGT OF LFT LL	27	2611	HIDDEN VALLEY	Planning Area	1
				-						La Jolla Community	
16	5508206	B10S	1227H6	4	<null></null>	MANHOLE	49	7722	ROSELAND	Planning Area	1
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17	169713	B09S	1227H6	4	<null></null>	<null></null>	20	2430	ARDATH	Planning Area	1
17	100000	D100	122710	4		LFT OF RGT LL	<u> </u>	2514		La Jolla Community	1
17	169928	B10S	1227J6	4	<null></null>		60	2514	AZURE COAST	Planning Area La Jolla Community	1
17	169940	B10S	1227H6	4	<null></null>	MANHOLE	94	2503	ARDATH	Planning Area	1
1/	105540	5103	122/110	4			54	2505		La Jolla Community	1
17	169961	B10S	1227J6	4	<null></null>	RGT OF LFT LL	33	2526	AZURE COAST	Planning Area	1
<u> </u>	100001	2100	122,30	ľ				2320		La Jolla Community	
17	170025	B10S	1227J6	4	<null></null>	LFT OF RGT LL	60	2546	AZURE COAST	Planning Area	1
					-					La Jolla Community	
17	170129	B10S	1227J6	4	<null></null>	RGT OF LFT LL	30	2576	AZURE COAST	, Planning Area	1

									CAMTO EL	La Jolla Community	
17	300122	B10S	1227J6	4	<null></null>	MANHOLE	5	7851	ROSARIO	Planning Area	1
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17	300131	B10S	1227H6	4	<null></null>	<null></null>	94	2465	ARDATH	Planning Area	1
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17	300161	B10S	1227H6	4	<null></null>	MANHOLE	88	2503	ARDATH	Planning Area	1
										La Jolla Community	
17	300187	B10S	1227J6	4	<null></null>	LFT OF RGT LL	60	2536	AZURE COAST	Planning Area	1
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17	300223	B10S	1227J6	4	<null></null>	LFT OF RGT LL	55	2556	AZURE COAST	Planning Area	1
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17	300243	B10S	1227J6	4	<null></null>	RGT OF LFT LL	31	2566	AZURE COAST	Planning Area	1
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18	169915	C10S	1227J6	4	<null></null>	RGT OF LFT LL	57	2835	MOONRIDGE	Planning Area	1
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18	169959	C10S	1227J6	4	<null></null>	LFT OF RGT LL	20	2788	COSTEBELLE	Planning Area	1
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18	169964	C10S	1227J6	4	<null></null>	MANHOLE	34	2788	COSTEBELLE	Planning Area	1
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18	170017	C10S	1227J6	4	<null></null>	RGT OF LFT LL	54	2817	MOONRIDGE	Planning Area	1
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18	170037	B10S	1227J6	4	<null></null>	RGT OF LFT LL	26	2716	ST LAURENT	Planning Area	1
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18	170053	B10S	1227J6	4	<null></null>	<null></null>	36	0	<null></null>	Planning Area	1
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18	170081	C10S	1227J6	4	<null></null>	RGT OF LFT LL	63	2795	COSTEBELLE	Planning Area	1
										La Jolla Community	
18	170089	C10S	1227J6	4	<null></null>	RGT OF LFT LL	70	7749	MOONRIDGE	Planning Area	1
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18	170096	B10S	1227J6	4	<null></null>	RGT OF LFT LL	4	2773	COSTEBELLE	Planning Area	1
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18	170097	B10S	1227J6	4	<null></null>	MANHOLE	36	7734	ESTEREL	Planning Area	1
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18	170140	B10S	1227J6	4	<null></null>	LFT OF RGT LL	6	2733	ST LAURENT	Planning Area	1
1										La Jolla Community	
18	170167	C10S	1227J6	4	<null></null>	MANHOLE	132	7736	MOONRIDGE	Planning Area	1
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18	170170	B10S	1227J6	4	<null></null>	<null></null>	36	7733	ESTEREL	Planning Area	1
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18	170227	B10S	1227J6	4	<null></null>	<null></null>	10	2771	ST LAURENT	Planning Area	1

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18	170256	C10S	1227J6	4	<null></null>	LFT OF RGT LL	55	7737	MOONRIDGE	Planning Area	1
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18	170329	C10S	1227J6	4	<null></null>	RGT OF LFT LL	28	7725	MOONRIDGE	Planning Area	1
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18	170409	C10S	1227J6	4	<null></null>	LFT OF RGT LL	26	7712	MOONRIDGE	Planning Area	1
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18	300090	C10S	1227J6	4	<null></null>	LFT OF RGT LL	50	7754	STARLIGHT	Planning Area	1
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18	300102	B10S	1227J6	4	<null></null>	<null></null>	59	7765	ESTEREL	Planning Area	1
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18	300121	B10S	1227J6	4	<null></null>	LFT OF RGT LL	59	7765	ESTEREL	Planning Area	1
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18	300158	B10S	1227J6	4	<null></null>	RGT OF LFT LL	26	2716	ST LAURENT	Planning Area	1
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18	300167	B10S	1227J6	4	<null></null>	RGT OF LFT LL	27	2675	ST TROPEZ	Planning Area	1
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18	300299	B10S	1227J6	4	<null></null>	LFT OF RGT LL	4	2751	ST LAURENT	Planning Area	1
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18	300413	C10S	1227J6	4	<null></null>	RGT OF LFT LL	25	7712	MOONRIDGE	Planning Area	1
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18	300082	B10S	1227J6	4	<null></null>	LFT OF RGT LL	20	7813	ESTEREL	Planning Area	1
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19	169757	C09S	1227J6	4	INSIDE CURB	LOT LINE	20	2880	MOONRIDGE	Planning Area	1
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19	170168	C10S	1227J6	4	<null></null>	MANHOLE	43	7856	REVELLE	Planning Area	1
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19	170428	C10S	1227J6	4	<null></null>	MANHOLE	202	7856	LA JOLLA VISTA	Planning Area	1
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19	170431	C10S	1227J6	4	<null></null>	RGT OF LFT LL	68	7856	LA JOLLA VISTA	Planning Area	1
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19	170500	C10S	1227J6	4	<null></null>	MANHOLE	220	7856	LA JOLLA VISTA	Planning Area	1
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19	300113	C10S	1227J6	4	<null></null>	MANHOLE	151	2881	MOONRIDGE	Planning Area	1
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20	170475	B10S	1227J6	4	<null></null>	RGT OF LFT LL	30	2510	ARDATH	Planning Area	1
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20	170478	B10S	1227J6	4	<null></null>	LFT OF RGT LL	43	2521	ARDATH	Planning Area	1
										La Jolla Community	
20	170525	B10S	1227J6	4	<null></null>	LFT OF RGT LL	14	2531	ARDATH	Planning Area	1

										La Jolla Community	
20	170575	B10S	1227J6	4	<null></null>	LFT OF RGT LL	12	2541	ARDATH	Planning Area	1
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20	170618	B10S	1227J6	4	<null></null>	LFT OF RGT LL	15	2530	ARDATH	Planning Area	1
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20	170625	B10S	1227J6	4	<null></null>	RGT OF LFT LL	25	2551	ARDATH	Planning Area	1
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20	170658	B10S	1227J6	4	<null></null>	LFT OF RGT LL	10	2561	ARDATH	Planning Area	1
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20	170671	B10S	1227J6	4	<null></null>	LFT OF RGT LL	14	2540	ARDATH	Planning Area	1
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20	300484	B10S	1227J6	4	<null></null>	LFT OF RGT LL	39	2631	ARDATH	Planning Area	1
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20	300490	B10S	1227J6	4	<null></null>	RGT OF LFT LL	39	2520	ARDATH	Planning Area	1
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21	171195	B10S	1227H6	4	<null></null>	MANHOLE	103	7675	VIA CAPRI	Planning Area	1
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21	171214	B10S	1227J6	4	<null></null>	RGT OF LFT LL	5	7703	VIA CAPRI	Planning Area	1
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21	171246	B10S	1227J6	4	<null></null>	LFT OF RGT LL	57	7715	VIA CAPRI	Planning Area	1
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21	171343	B10S	1227J6	4	<null></null>	LFT OF RGT LL	60	7753	VIA CAPRI	Planning Area	1
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21	171361	B10S	1227J6	4	<null></null>	RGT OF LFT LL	57	7774	VIA CAPRI	Planning Area	1
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21	171372	B10S	1227J6	4	<null></null>	RGT OF LFT LL	34	7765	VIA CAPRI	Planning Area	1
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21	171389	B10S	1227J6	4	<null></null>	RGT OF LFT LL	32	7790	VIA CAPRI	Planning Area	1
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21	171396	B10S	1227J6	4	<null></null>	RGT OF LFT LL	43	7777	VIA CAPRI	Planning Area	1
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21	171492	B10S	1227J7	4	<null></null>	RGT OF LFT LL	5	7780	SENN	Planning Area	1
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21	171495	B10S	1227J7	4	<null></null>	MANHOLE	38	7793	VIA CAPRI	Planning Area	1
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21	171501	B10S	1227J7	4	<null></null>	LFT OF RGT LL	15	7780	SENN	Planning Area	1
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21	171511	B10S	1227J7	4	<null></null>	LFT OF RGT LL	10	7799	SENN	Planning Area	1
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21	300725	B10S	1227H6	4	<null></null>	MANHOLE	10	2717	HIDDEN VALLEY	Planning Area	1

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21	300892	B10S	1227J6	4	<null></null>	LFT OF RGT LL	55	7710	VIA CAPRI	Planning Area	1
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21	300940	B10S	1227J6	4	<null></null>	RGT OF LFT LL	2	7726	VIA CAPRI	Planning Area	1
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21	300964	B10S	1227J6	4	<null></null>	RGT OF LFT LL	60	7729	VIA CAPRI	Planning Area	1
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21	300967	B10S	1227J6	4	<null></null>	RGT OF LFT LL	57	7742	VIA CAPRI	Planning Area	1
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21	300978	B10S	1227J6	4	<null></null>	RGT OF LFT LL	9	7758	VIA CAPRI	Planning Area	1
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21	300984	B10S	1227J6	4	<null></null>	LFT OF RGT LL	60	7741	VIA CAPRI	Planning Area	1
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21	301076	B10S	1227J7	4	<null></null>	MANHOLE	50	7790	SENN	Planning Area	1
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22	171240	C10S	1227J6	4	<null></null>	RGT OF LFT LL	20	7940	VIA CAPRI	Planning Area	1
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22	171327	C10S	1227J6	4	<null></null>	LFT OF RGT LL	30	7955	VIA CAPRI	Planning Area	1
									LA JOLLA SCENIC	La Jolla Community	
22	171337	B10S	1227J6	4	<null></null>	RGT OF LFT LL	46	7146	S	Planning Area	1
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22	171338	C10S	1227J6	4	<null></null>	RGT OF LFT LL	19	7980	VIA CAPRI	Planning Area	1
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22	171404	B10S	1227J6	4	<null></null>	RGT OF LFT LL	79	7870	VIA CAPRI	Planning Area	1
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22	171414	B10S	1227J6	4	<null></null>	RGT OF LFT LL	5	7806	VIA CAPRI	Planning Area	1
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22	171446	B10S	1227J6	4	<null></null>	RGT OF LFT LL	14	7830	VIA CAPRI	Planning Area	1
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22	171459	B10S	1227J7	4	<null></null>	RGT OF LFT LL	62	7873	VIA CAPRI	Planning Area	1
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22	171480	B10S	1227J7	4	<null></null>	LFT OF RGT LL	44	7813	VIA CAPRI	Planning Area	1
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22	171489	B10S	1227J7	4	<null></null>	LFT OF RGT LL	92	7853	VIA CAPRI	Planning Area	1
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22	171497	B10S	1227J7	4	<null></null>	RGT OF LFT LL	55	7833	VIA CAPRI	Planning Area	1
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22	300992	C10S	1227J6	4	<null></null>	RGT OF LFT LL	50	7970	VIA CAPRI	Planning Area	1
									LA JOLLA SCENIC	La Jolla Community	
22	301021	B10S	1227J6	4	<null></null>	RGT OF LFT LL	57	7128	S	Planning Area	1

									LA JOLLA SCENIC	La Jolla Community	
22	301041	B10S	1227J6	4	<null></null>	<null></null>	50	7110	S	Planning Area	1
										La Jolla Community	
22	301057	B10S	1227J6	4	<null></null>	LFT OF RGT LL	73	7850	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ									La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	VIA CAPRI	Planning Area	1
	UKNOWN/										
	SHARQ								LA JOLLA SCENIC	La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		30	UKNOWN	S DR	Planning Area	1
	UKNOWN/										
	SHARQ								LA JOLLA SCENIC	La Jolla Community	
22	VIDEO			UKNOWN	UKNOWN		50	UKNOWN	S DR	Planning Area	1

TOTAL NUMBER = 282

### PIPELINE REHABILITATION AP-1 SEWER LATERAL CONNECTIONS ONLY SCOPE OF WORK

				THOMAS_BRO	STREET			COUNCIL
Sheet	FSN	SIZE	FIELD BOOK	THERS	NUMBER	STREET NAME	COMMUNITY NAME	DISTRICT
							La Jolla Community	
2	168915	4	B09S	1227H5	2473	AVNDA DE LA PLAYA	Planning Area	1
							La Jolla Community	
2	169021	4	B09S	1227H5	2483	AVNDA DE LA PLAYA	Planning Area	1
							La Jolla Community	
2	169027	4	B09S	1227H5	2467	AVNDA DE LA PLAYA	Planning Area	1
							La Jolla Community	
2	299432	4	B09S	1227H5	2363	AVNDA DE LA PLAYA	Planning Area	1
							La Jolla Community	
2	299470	4	B09S	1227H5	2469	AVNDA DE LA PLAYA	Planning Area	1
	UKNOWN/						La Jolla Community	
2	SHARQ VIDEO				2465	AVNDA DE LA PLAYA	Planning Area	1
2	UKNOWN/ SHARQ VIDEO				UKNOWN	UKNOWN	La Jolla Community	1
2					UKINUWIN		Planning Area	1
	100707	c	DOOC	100716	2604	COCTEDELLE	La Jolla Community	
4	169737	6	B09S	1227J6	2604	COSTEBELLE	Planning Area La Jolla Community	1
4	300011	4	B09S	1227J6	2611	COSTEBELLE	Planning Area	1
4	300011	4	6095	122730	2011		Ű	I .
c	170422		1105	122700	0	ant. IIs	La Jolla Community	
6	170423	4	A105	1227G6	0	<null></null>	Planning Area La Jolla Community	L
6	170665	4	A10S	1227G6	7745	LUDINGTON	,	1
6	1/0005	4	ATUS	122700	//45		Planning Area	1
G	170717	1	B10S	1227G6		<null></null>	La Jolla Community	1
6	1/0/1/	4	D102	122760			Planning Area	1

							La Jolla Community	
6	170718	4	B10S	1227G6	7717	<null></null>	Planning Area	1
							La Jolla Community	
6	170720	4	B10S	1227G6	7730	WHITEFIELD	Planning Area	1
							La Jolla Community	
6	300444	4	A10S	1227G6	7777	LUDINGTON	Planning Area	1
							La Jolla Community	
6	300606	4	B10S	1227G6	7740	WHITEFIELD	Planning Area	1
							La Jolla Community	
7	169934	4	B10S	1227G6	7777	LOOKOUT	Planning Area	1
							La Jolla Community	
7	169935	4	B10S	1227G6	7777	LOOKOUT	Planning Area	1
							La Jolla Community	
8	170015	4	B10S	1227H6	7830	ROSELAND	Planning Area	1
							La Jolla Community	
8	170188	4	B10S	1227H6	7860	LOOKOUT	Planning Area	1
	UKNOWN/						La Jolla Community	
8	SHARQ VIDEO				7863	ROSELAND	Planning Area	1
0					7805	ROJELAND		1
0	170589	4	D100	1227H6	7625	HILLSIDE	La Jolla Community	1
9	170589	4	B10S	1227Hb	7625	HILLSIDE	Planning Area	1
0	170839	4	B10S	1227G6	7687	HILLSIDE	La Jolla Community	1
9	170839	4	8102	122/Gb	/68/	HILLSIDE	Planning Area	1
9	300557	4	B10S	1227G6	7639	HILLSIDE	La Jolla Community Planning Area	1
9	500557	4	B103	122700	7059		La Jolla Community	1
9	300560	4	B10S	1227H6	7631	HILLSIDE	Planning Area	1
9	300300	4	0103	122700	1031		La Jolla Community	1
9	300722	4	B10S	1227G6	7673	HILLSIDE	Planning Area	1
							La Jolla Community	
17	169974	4	B10S	1227H6	2449	ARDATH	, Planning Area	1
							La Jolla Community	
17	170396	4	B10S	1227J6	2575	ARDATH	Planning Area	1

							La Jolla Community	
17	300171	4	B10S	1227H6	2447	ARDATH	Planning Area	1
							La Jolla Community	
17	300329	4	B10S	1227J6	2569	ARDATH	Planning Area	1
							La Jolla Community	
17	300401	4	B10S	1227J6	2565	ARDATH	Planning Area	1
							La Jolla Community	
18	170130	4	B10S	1227J6	2775	COSTEBELLE	Planning Area	1
							La Jolla Community	
18	170183	4	B10S	1227J6	2776	ST LAURENT	Planning Area	1
							La Jolla Community	
18	170211	4	C10S	1227J6	7724	MOONRIDGE	Planning Area	1
							La Jolla Community	
20	170729	4	B10S	1227J6	2677	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	170751	4	B10S	1227J6	2676	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	170834	4	B10S	1227J6	2687	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	170927	4	B10S	1227J6	2717	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	170997	4	B10S	1227J6	2725	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171079	4	B10S	1227J6	2722	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171128	4	B10S	1227J6	2731	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171171	4	B10S	1227J6	2738	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171209	4	B10S	1227J6	2744	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171245	4	B10S	1227J6	2747	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	171275	4	B10S	1227J6	2752	CAMTO PRADO	Planning Area	1

							La Jolla Community	
20	171277	4	B10S	1227J6	2751	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300599	4	B10S	1227J6	2667	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300730	4	B10S	1227H6	2697	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300747	4	B10S	1227J6	2696	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300776	4	B10S	1227J6	2706	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300817	4	B10S	1227J6	2716	CAMTO PRADO	Planning Area	1
							La Jolla Community	
20	300880	4	B10S	1227J6	2730	CAMTO PRADO	Planning Area	1

TOTAL NUMBER=

52

### **APPENDIX M**

# ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

# **Protecting AMI Devices in Meter Boxes and on Street Lights**

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

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

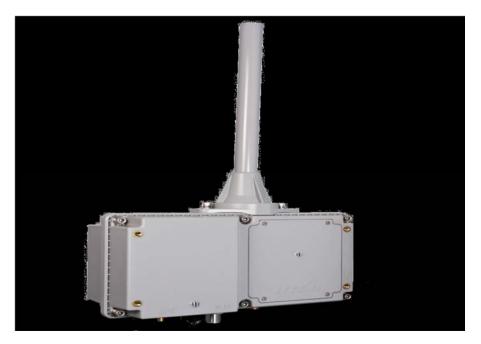
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



Photo 2

Network Devices, see Photo 3:





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:

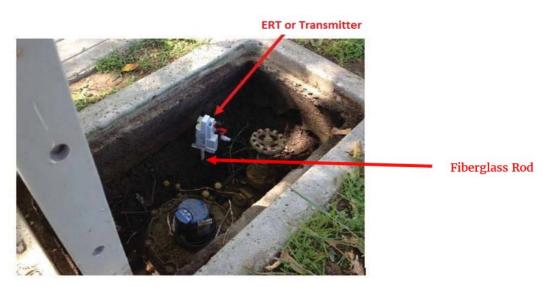


### Photo 4

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 N**

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

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

# ATTACHMENT F

# INTENTIONALLY LEFT BLANK

# ATTACHMENT G

# **CONTRACT AGREEMENT**

### **CONTRACT AGREEMENT**

### **CONSTRUCTION CONTRACT**

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and <u>Southwest Pipeline and Trenchless Corp.</u>, herein called "Contractor" for construction of **Pipeline Rehabilitation AP-1**; Bid No. **K-19-1775-DBB-3**; in the amount of <u>Two</u> <u>Million Twenty Seven Thousand One Hundred Eighty One Dollars and Seventy Nine Cents</u> (\$2,027,181.79), which is comprised of the Base Bid plus Alternates A, B, C, D, E, and F.

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.
  - (e) That certain documents entitled **Pipeline Rehabilitation AP-1**, on file in the office of the City Clerk / Public Works Department as Document No. **B-17064**, 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 **Pipeline Rehabilitation AP-1**, Bid Number **K-19-1775-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.

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.

Date:

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Βv

Stephen Samara Print Name: \_\_\_\_ **Principal Contract Specialist Public Works Department** 

Mara W. Elliott, City Attorney

Print Name:\_ Deputy City Attorney

12-10-2018 Date: CONTRACTOR Bv

Justin Duchaineau Print Name:

President Title:

9-17-2018 Date:

B2003006118 City of San Diego License No.:\_\_

State Contractor's License No.: 773862-A

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: \_\_\_\_\_1000002176

Pipeline Rehabilitation AP-1 Attachment G - Contract Agreement (Rev. Nov. 2016)

### **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.

### 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.

### 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 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.

# 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.

### 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:

#### **PIPELINE REHABILITATION AP-1**

(Project Title)

as particularly described in said contract and identified as Bid No. **K-19-1775-DBB-3**; SAP No. (WBS/IO/CC) **B-17064**; 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 \_\_\_\_\_\_, \_\_\_\_\_,

Ву:\_\_\_\_\_

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 SDVOSB①	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name:								
Address:								
City: State:								
Zip: Phone:								
Email:								
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 certif	ied 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

#### 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 <sup>①</sup>	WHERE CERTIFIED®
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							

1 As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE): Certified Minority Business Enterprise MBE **Certified Woman Business Enterprise** WBE Certified Disadvantaged Business Enterprise DBE Certified Disabled Veteran Business Enterprise DVBE Other Business Enterprise OBE Certified Emerging Local Business Enterprise ELBE Small Disadvantaged Business SDB Certified Small Local Business Enterprise SLBE Woman-Owned Small Business WoSB HUBZone Business HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: 2 City of San Diego State of California Department of Transportation CALTRANS CITY 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

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

# **ALTERNATE A**

ADDITIVE/ DEDUCTIVE ALTERNATE	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 SDVOS&®	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNER SHIP
	Name:								
	Name:         Address:         City:         State:         Zip:         Phone:         Email:								

0 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 Disadvantaged Business Enterprise	DBE
	Other Business Enterprise	OBE
	Certified Small Local Business Enterprise	SLBE
	Woman-Owned Small Business	WoSB
	Service-Disabled Veteran Owned Small Business	SDVOSB
Ø	As appropriate, Bidder shall indicate if Subcontractor is ce	rtified by:
	City of San Diego	CITY
	California Public Utilities Commission	CPUC
	City of Los Angeles	LA
	U.S. Small Business Administration	SBA

Certified Woman Business Enterprise	WBE
Certified Disabled Veteran Business Enterprise	DVBE
Certified Emerging Local Business Enterprise	ELBE
Small Disadvantaged Business	SDB
HUBZone Business	HUBZone
State of California Department of Transportation	CALTRANS
State of California's Department of General Services	CADoGS
State of California	CA

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

# **ALTERNATE B**

ADDITIVE/ DEDUCTIVE ALTERNATE	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 Ø	CHECK IF JOINT VENTURE PARTNER SHIP
В	Name:								
	Name:								

D 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		
Ø	As appropriate, Bidder shall indicate if Subcontractor is cer	tified 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		

# ALTERNATE C

ADDITIVE/ DEDUCTIVE ALTERNATE	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 Ø	CHECK IF JOINT VENTURE PARTNER SHIP
۷	Name: Easy Flow UC Address: 14275 Cry121 Vin LN City: Powny State: CA Zip: 92064 Phone: 904 908 7300 Email: Adam & Tranchless Nchab. com	Constructor	1030010428	વા૦૬૫૬	Print Reavis exclusion Backfill	15,000,00	slide	Сіц	
	Name:								

• 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	ME	ΒĒ
	Certified Disadvantaged Business Enterprise	DB	3E
	Other Business Enterprise	OB	3E
	Certified Small Local Business Enterprise	SLI	BE
	Woman-Owned Small Business	Wo	SB
	Service-Disabled Veteran Owned Small Business	SD	VOSB
Ø	As appropriate, Bidder shall indicate if Subcontractor	is certified by:	
	City of San Diego	CII	ſΥ
	California Public Utilities Commission	CP	UC
	City of Los Angeles	LA	
	U.S. Small Business Administration	SB	A

Certified Woman Business Enterprise	WBE
Certified Disabled Veteran Business Enterprise	DVBE
Certified Emerging Local Business Enterprise	ELBE
Small Disadvantaged Business	SDB
HUBZone Business	HUBZone
State of California Department of Transportation State of California's Department of General Services State of California	CALTRANS CADoGS CA

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

# ALTERNATE D

ADDITIVE/ DEDUCTIVE ALTERNATE	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 Ø	CHECK IF JOINT VENTURE PARTNER SHIP
Ĵ	Name: <u>Soclaris Contracting</u> Address: 7437 Landl City: <u>LA MeSA</u> State: <u>CA</u> Zip: <u>91941</u> Phone: 614-965-3438 Email: <u>Soclaris &amp; Sbc.global-Net</u>	Construction	10000 11 964	793838	Hotordon Hotordon Woske Myu Testing Wosking Tongoerty	4,485.00	SLAE	άŋ	
	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 Disadvantaged Business Enterprise	DBE
	Other Business Enterprise	OBE
	Certified Small Local Business Enterprise	SLBE
	Woman-Owned Small Business	WoSB
	Service-Disabled Veteran Owned Small Business	SDVOSB
Ø	As appropriate, Bidder shall indicate if Subcontractor is ce	rtified by:
	City of San Diego	CITY
	California Public Utilities Commission	CPUC
	City of Los Angeles	LA
	U.S. Small Business Administration	SBA

······································	
Certified Woman Business Enterprise	WBE
Certified Disabled Veteran Business Enterprise	DVBE
Certified Emerging Local Business Enterprise	ELBE
Small Disadvantaged Business	SDB
HUBZone Business	HUBZone
State of California Department of Transportation State of California's Department of General Services State of California	CALTRANS CADoGS CA

#### SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)

# **ALTERNATE E**

ADDITIVE/ DEDUCTIVE ALTERNATE	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, HUBZong, OR SDVOSBO	WHERE CERTIFIED Ø	CHECK IF JOINT VENTURE PARTNER SHIP
E	Name: Sockaris Contructing Address: 7437 Lowell City: LAMESA State: CA Zip: <u>A1943</u> Phone: <u>619-465-3438</u> Email: <u>Soclaris</u> & Sbeghbal. net	Constructiv	10000 71 9 64	793833	Monitor, teity, touday, Taniport Hagendas vacte	7,70000	2196	City	
	Name:								

0 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		
Ø	As appropriate, Bidder shall indicate if Subcontractor is cer-	tified 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		

# **ALTERNATE F**

ADDITIVE/ DEDUCTIVE ALTERNATE	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 Ø	CHECK IF JOINT VENTURE PARTNER SHIP
F	Name: Easy Flow Address: 14275 Crystal View LN City: Pow AY State: Cos Zip: 92069 Phone: 909 908 7300 Email: Adame Trenchless techob. com	Constructor	ja <del>100000</del> 100010925	960845	Shoring	1,000.00	JL3É	こぼ	
	Name:         Address:         City:         State:         Zip:         Phone:         Email:								

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

	Certified Minority Business Enterprise	MBE					
	Certified Disadvantaged Business Enterprise	DBE					
	Other Business Enterprise	OBE					
	Certified Small Local Business Enterprise	SLBE					
	Woman-Owned Small Business	WoSB					
	Service-Disabled Veteran Owned Small Business	SDVOSB					
Ø	As appropriate, Bidder shall indicate if Subcontractor is certified by:						
	City of San Diego	CITY					
	California Public Utilities Commission	CPUC					
	City of Los Angeles	LA					
	U.S. Small Business Administration	SBA					

Certified Woman Business Enterprise	WBE
Certified Disabled Veteran Business Enterprise	DVBE
Certified Emerging Local Business Enterprise	ELBE
Small Disadvantaged Business	SDB
HUBZone Business	HUBZone
State of California Department of Transportation	CALTRANS
State of California's Department of General Services	CADoGS
State of California	CA

# **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

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,

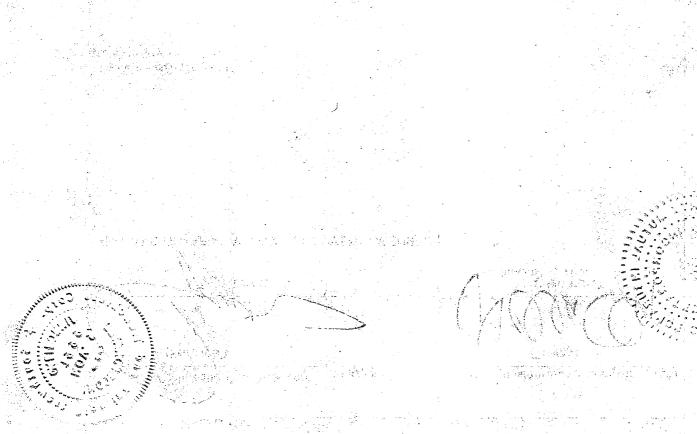
ThatSouthwest Pipeline and Trenchless Corp.asPrincipal,andLiberty Mutual Insurance CompanyasSurety, are heldand firmly bound unto The City of San Diego hereinafter called "OWNER," in the sumof10% OF THE TOTAL BID AMOUNTfor the payment of which sum, well and truly to be made, webind ourselves, our heirs, 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

Pipeline Rehabilitation AP-1; K-19-1775-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this	day ofJuly, 2018
Southwest Pipeline and Trenchless Corp. (SEAL)	Liberty Mutual Insurance Company (SEAL)
(Principal)	(Surety)
By: (Signature)	By: (Signature) Noemi Quiroz, Attorney-in-Fact
(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURET	TY)



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- 고난 15-19-23 (2)-23 (2)

# CALIFORNIA ALL-PURPOSE 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.

) ) ss

)

State of California

County of Los Angeles

On <u>JUL 1 8</u> ZUN, before me, <u>Natalie K. Trofimoff, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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:

Natalie K. Trofimoff, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

# **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Noemi Quiroz</u> of the city of <u>Los Angeles</u>, state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: The City of San Diego

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>6<sup>th</sup></u> day of <u>March</u>, <u>2017</u>.



SS

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>6<sup>th</sup></u> day of <u>March</u>, <u>2017</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries

eresa Pastella

This Power of Attomovies made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of July ,2018



luis By: Renee C. Llevellyn Ass tant Secretary

# รู้ไม่มีการสุดเวลาไม่มีการสุดการ ได้สารรู้ได้เป็นที่สุดการสารสาร

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# 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.

 $\boxtimes$ 

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
					· · · · · · · · · · · · · · · · · · ·
		l			

Contractor Name:	Southwest Pipeline & Trenchless Corp.		
Certified By	Juștin Duchaineau-President	Title	President
	Name	Date	8-15-2018
	Signature		
	USE ADDITIONAL FORMS AS NECES	SARY	

# Mandatory Disclosure of Business Interests Form

# **BIDDER/PROPOSER INFORMATION**

Legal Name		DBA	
Southwest Pipeline & Tr	enchless Corp.	Southwest Pi	peline & Trenchless Corp.
Street Address	City	State	Zip
22118 S. Vermont Ave.	Torrance,	CA	90502
Contact Person, Title Justin Duchaineau	Phone 310-329-8717	Fax 310-329-0981	

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.

Name	Title/Positior	1
Justin Duchaineau	President	Southwest Pipeline & Trenchless Corp
City and State of Residence Los Angeles, California	Employer (if different than Bidde N/A	er/Proposer)
Interest in the transaction		
Submitting and preparing bid for p	urpose of contracting with the City	
Name	Title/Positior	]
Robert Bolger	Secretary	Southwest Pipeline & Trenchless Corp.
City and State of Residence Pasadena, California	Employer (if different than Bidde N/A	er/Proposer)

Interest in the transaction

Submitting and preparing bid for purpose of contracting with the City

#### \* 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.



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.

#### LIST OF TIERED SUBCONTRACTORS

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: Easy Flow LLC Address: 14275 Cryshil View LAM City: Poway State: CA Zip: 92064 Phone Gados - 7300 Email: Adam @ Tranchussrolicia. Com	Constructur	1000010925	960845	Lateral Rehab, Lateral Clemonita, Main Lie Repairs. Clem, CCTV, Point Repuis New Manhole, Raving (Parhol)
Name: Sociaris Lontraching Address: 7437 Lovell Ct. City: 1.A Mesa State: 62 Zip: 9144 Phone: 619-465-3438 Email: Sociaris ester global.net	Constructor	1000011964	74 3838	Hazardons wate Mynt. Testing, SAMpling, Tronsporting
Name: Oldcastle Preast Address: 2020 Loct2 Rd. City: Perss State: Cn Zip: 42570 Phone: 951-657-1672 Email: Robert-LARA C Oldcastle.com	Constructor	100000 5884	89 1107	Pour MH Base
Name: <u>Iunnelworks Services</u> Address: <u>13502 H Whither Blud</u> #165 City: <u>Lin: Hire</u> State: <u>CA</u> Zip: <u>90605</u> Phone: <u>562-201-4036</u> Email: <u>Jeffe Innnelworksing.com</u>	Constructor	100020031	963734	Video inspection, Latoral locale

# **\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

# LIST OF TIERED SUBCONTRACTORS

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: National Coating & Lining Address: 26943 Madison Arc. City: MUMIUL State: GA	Constructor	1000013795	<del>386430</del>	MH ReLas
Zip: G2 56 2 Phone: G5+ - 47 1-3388 Email: Angla CAC. Ic. com				
Name: American Asphalt South Address: PO Dox 310036 City: Fontone State: CA Zip: G2331 Phone: GOQ - M27 - 8276 Email: Jyks Camerican asphallisant.com	Constructor	<i>৩০০০০০ ६</i> ५५	784969	Slurry Seal
Name: Brich F Smith Address: 14010 Powar Rol 41A City: Poway State: CA Zip: 92064 Phone: 858 674-8212 Email: Kaherrero C BFSA-CA.com	Designer	1000010486	NA	Archeological & Native Monitoring
Name: <u>ENOR Incorntums</u> Address: 16213 1111 nois An. City: <u>Personet</u> State: <u>CM</u> Zip: <u>90723</u> Phone: <u>310-513-6209</u> Email: <u>Marquis Cenortrafic com</u>	Constructor	1000007079	931953	Joseffic (partial)

#### **\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

#### LIST OF TIERED SUBCONTRACTORS

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: $Look + Schmid$ Address: $740 13^{n} 51 \cdot 50^{2}$ City: $5An$ Orego State: $Cn$ Zip: $42.001$ Phone: $619 - 814 \cdot 2320$ Email: $gfmg O cook on Schmid.con$	Designer/Consultat Public Relations	NIA	NIA	Community Lisson
Name: <u>205 ron</u> Address: <u>Po Box 2874</u> City: <u>New port Beach</u> State: <u>CP</u> Zip: <u>92659</u> Phone: <u>714.632.6690</u> Email: <u>Ty@205 ron</u> com	Constructor	100000 4993	855170	M14 Rehab
Name: Terra West Address: 591 Telegraph 42 73 City: Churle Uiste State: GA Zip: 91910 Phone: 619 4188 Joro Email: Robart c ferra vestime con	Designer	1000007319	NIA	WPCP Development
Address: <u>Gos Cammile Madry</u> City: <u>Consbad</u> State: <u>Con</u> Zip: <u>92011</u> <u>Phone</u> <del>760</del> <u>431</u> 0652	Designer/ Consultant		NA	Community ticken
Email: Debo matteson co. com				

### **\*\* USE ADDITIONAL FORMS AS NECESSARY \*\***

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov Phone No. (619) 533-4491

# ADDENDUM A





# FOR

# **PIPELINE REHABILITATION AP-1**

BID NO.:	K-19-1775-DBB-3
SAP NO. (WBS/IO/CC):	B-17064
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1
PROJECT TYPE:	JA

# **BID DUE DATE**:

# 2:00 PM AUGUST 16, 2018 CITY OF SAN DIEGO PUBLIC WORKS CONTRACTS 525 B STREET, SUITE 750, MS 908A SAN DIEGO, CA 921

# 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. **BIDDER'S QUESTIONS**

- Q1. If the pipelines run through areas with trees, is there a need for a consulting arborist?
- A1. We anticipate to require arborist service for this project, however we anticipate that the City arborist can provide this service during construction.
- Q2. Is there any Sandblasting needed on this project?
- A2. Please refer to Bid List.
- Q3. What material is specified for manhole rehabilitation?
- A3. Please refer to the City of San Diego standards (GREENBOOK 2015, WHITEBOOK 2015, and Approved Material List)

James Nagelvoort, Director Public Works Department

Dated: *August 7, 2018* San Diego, California

JN/AJ/Lad

Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

# **Bid Results**

# **Bidder Details**

Vendor Name Address	Southwest Pipeline and Trenchless Corp. 22118 S. Vermont Avenue Torrance, CA 90502 United States
Respondee	Justin Duchaineau
Respondee Title	President
Phone	310-329-8717 Ext. 104
Email	justin@swpipeline.com
Vendor Type	CADIR,PQUAL
License #	773862
CADIR	1000002176

# **Bid Detail**

Bid Format	Electronic	
Submitted	August 16, 2018	1:28:33 PM (Pacific)
<b>Delivery Method</b>		
Bid Responsive		
Bid Status	Submitted	
Confirmation #	149013	
Ranking	0	

# **Respondee Comment**

# **Buyer Comment**

Attacl	nments					
File Tit	e	I	File Name			іlе Туре
Contrac	tor's Certification of Pending Actions	(	Contractor's Certification Pending Actions.pdf			CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandat	ory Disclosure of Business Actions	E	Bidder_Proposer Inform	nation.pdf	C	ANDATORY DISCLOSURE OF BUSINESS INTERESTS ORM
Tiered S	Subs	Tiered Subs Use.pdf				IST OF TIERED SUBCONTRACTORS
Sub Alte	ernates	Bid Alternate Subs.pdf			A	SUBCONTRACTOR ADDITIVE/DEDUCTIVE FORM
Bid Bor	d	Bid Bond.pdf		E	lid Bond	
Line I	tems					
Туре	Item Code	UOM	Qty	Unit Price	Line Tota	Comment
	Main Bid					
1	Bonds (Payment and Performance)					
		LS	1	\$18,000.00	\$18,000.00	)
2	Archaeological and Native American Monitor	ing Program	n			
		LF	160	\$40.00	\$6,400.00	

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Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

# **Bid Results**

<b>Туре</b> 3	Item Code Archaeological and Native American Mitigation	<b>UOM</b> and Curation	<b>Qty</b> (EOC Type I)	Unit Price	Line Total	Comment
		AL	1	\$3,500.00	\$3,500.00	
4	Sewage Bypass and Pumping Plan (Diversion	Plan)				
		LS	1	\$5,000.00	\$5,000.00	
5	WPCP Development					
		LS	1	\$1,000.00	\$1,000.00	
6	WPCP Implementation					
		LS	1	\$20,000.00	\$20,000.00	
7	Video Recording of Existing Conditions					
		LS	1	\$2,000.00	\$2,000.00	
8	Safety Construction Fencing (6 ft High) for Sch					
		LF	100	\$8.00	\$800.00	
9	Exclusive Community Liaison Services					
		LS	1	\$8,750.00	\$8,750.00	
10	Mobilization					
		LS	1	\$25,000.00	\$25,000.00	
11	Field Orders (EOC Type II)					
		AL	1	\$170,000.00	\$170,000.00	
12	Miscellaneous Hardscape, Remove and Repla					
		SF	110	\$20.00	\$2,200.00	
13	Clearing and Grubbing					
		LS	1	\$1,500.00	\$1,500.00	
14	Preparation of Hazardous Waste Management			<b>AF</b>	•-	
		LS	1	\$5,000.00	\$5,000.00	
15	Rubber Polymer Modified Slurry (RPMS) Type			¢ ·		
		SF	11919	\$1.78	\$21,215.82	
16	Rubber Polymer Modified Slurry (RPMS) Type		100-55	<b>A</b> / <b>- - -</b>		
		SF	12359	\$1.73	\$21,381.07	
17	Rubber Polymer Modified Slurry (RPMS) Type		446			
		SF	440	\$5.16	\$2,270.40	
18	Rubber Polymer Modified Slurry (RPMS) Type		440	<b>AA AA</b>	<b>*</b> ~~~~~~	
		SF	110	\$2.00	\$220.00	

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Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

# **Bid Results**

<b>Type</b> 19	Item Code Pavement Restoration Adjacent to Trench	UOM	Qty	Unit Price	Line Total Comment
10		SF	920	\$3.50	\$3,220.00
20	Concrete Pavement (5.5 Inch thick)				
		CY	4	\$300.00	\$1,200.00
21	Crack Seal				
		LB	50	\$72.00	\$3,600.00
22	Additional Sidewalk Removal and Replacement	nt SF	20	¢40.00	00 0082
00	Additional Dadalian	55	20	\$40.00	\$800.00
23	Additional Bedding	CY	35	\$22.00	\$770.00
24	Temporary Resurfacing				
		TON	145	\$1.00	\$145.00
25	Imported Backfill For Trench				
		TON	200	\$22.00	\$4,400.00
26	New Manholes (3 ft x 4 ft)				
		EA	2	\$10,000.00	\$20,000.00
27	Manholes to be Repaired and Rehabilitate				
		EA	9	\$2,000.00	\$18,000.00
28	Sewer Main Cleanout (8-Inch)	EA	16	\$3,500.00	\$56,000.00
29	Sewer Main Cleanout (6-Inch)		10	φ0,000.00	\$00,000.00
23		EA	7	\$3,500.00	\$24,500.00
30	Cleaning and Video Inspection of Existing Pipe	elines and Culvert	S		
		LF	22993	\$1.00	\$22,993.00
31	Cleaning and Video Inspection of Existing Late	erals			
		LF	10956	\$1.00	\$10,956.00
32	Video Inspection of Pipelines and Culverts for				
		LF	33949	\$0.50	\$16,974.50
33	Striping		4	<b>*</b> 0 <b>500</b> 00	\$0.500.00
<b>.</b>		LS	1	\$2,500.00	\$2,500.00
34	Rehabilitate Sewer Main (8 Inch) (All Types)	LF	22744	\$24.25	\$551,542.00
			22144	ψ <b>∠</b> <del>1</del> .∠Ο	ΨΟΟΤ, Ο <del>Τ</del> Ζ.ΟΟ

Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

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# **Bid Results**

<b>Type</b> 35	<b>Item Code</b> Rehabilitate Sewer Main (6 Inch) (All Types)	UOM	Qty	Unit Price	Line Total	Comment
		LF	249	\$26.00	\$6,474.00	
36	Point Repair for Existing Sewer Main (8 Inch)	(All Types)				
		EA	4	\$4,500.00	\$18,000.00	
37	Point Repair for Existing Sewer Main (6 Inch)	(All Types)				
		EA	1	\$4,500.00	\$4,500.00	
38	Additional Point Repair for Existing Sewer Mai	n (8 Inch) (All Types)				
		LF	20	\$75.00	\$1,500.00	
39	Additional Point Repair for Existing Sewer Mai	n (6 Inch) (All Types)				
		LF	5	\$75.00	\$375.00	
40	Service Lateral Rehabilitation with Cleanout up	o to 7 ft in Depth (All \$	Sizes)			
		EA	78	\$1,755.00	\$136,890.00	
41	Service Lateral Rehabilitation with Cleanout gr	eater than 7 ft in Dep	oth (All Sizes	)		
		EA	177	\$1,755.00	\$310,635.00	
42	Service Lateral Rehabilitation of Cast Iron Late	eral with Cleanout up	to 7 ft in Dep	oth (All Sizes)		
		EA	8	\$1,755.00	\$14,040.00	
43	Service Lateral Rehabilitation of Cast Iron Late	eral with Cleanout gre	ater than 7 f	t in Depth (All Sizes)		
		EA	19	\$1,755.00	\$33,345.00	
44	Rehabilitate Existing Manholes					
		EA	51	\$1,800.00	\$91,800.00	
45	Service Lateral Connection					
		EA	334	\$775.00	\$258,850.00	
46	Traffic Control Design (Working Drawings)					
		LS	1	\$2,500.00	\$2,500.00	
47	Traffic Control					
		LS	1	\$45,000.00	\$45,000.00	
	Altowarta Howart			Subtotal	\$1,975,746.79	
48	Alternate Items A Tree Removal					
		EA	4	\$1,500.00	\$6,000.00	
				Subtotal	\$6,000.00	
10	Alternate Items B					
49	Commercial Concrete Driveway	SF	25	\$50.00	\$1,250.00	
		01	20	φυυ.υυ	φ1,200.00	

Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

# **Bid Results**

Туре	Item Code	UOM	Qty	Unit Price Subtotal	Line Total \$1,250.00	Comment		
50	Alternate Items C Point Repair for Existing	g Service Lateral						
		EA	15	\$2,000.00	\$30,000.00			
51	Alternate Items D Monitoring of Contamin	ated Soil		Subtotal	\$30,000.00			
		HR	13	\$95.00	\$1,235.00			
52	Testing, Sampling, Site	Storage and Handling of Petrole	um Contaminated S	oil				
		TON	25	\$45.00	\$1,125.00			
53	Loading, Transportation	i, and Disposal of Petroleum Con	taminated Soil					
		TON	25	\$85.00	\$2,125.00			
				Subtotal	\$4,485.00			
54	Alternate Items E Monitoring, Testing, Sa	mpling, Site Storage, and Handlir	ng of Soils Containir	ng RCRA Hazardous W	/aste			
		TON	10	\$85.00	\$850.00			
55	Loading, Transportation	and Disposal of soils containing	RCRA Hazardous	Waste				
		TON	10	\$350.00	\$3,500.00			
56	Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing Non-RCRA Hazardous Waste							
		TON	10	\$85.00	\$850.00			
57	Loading, Transportation	, and Disposal of Soils Containin	g Non-RCRA Hazaı	dous Waste				
		TON	10	\$250.00	\$2,500.00			
	Alternate Items F			Subtotal	\$7,700.00			
58	Trench Shoring							
		LS	1	\$2,000.00	\$2,000.00			
				Subtotal Total	\$2,000.00 \$2,027,181.79			
	ontractors							
<b>Easy F</b> 14275 (	Crystal View Lane CA 92064	Description Constructor- Lateral Rehab, Lateral Cleanouts, Main Line Repairs, Clean/CCTV, Manholes, Mainline Cleanouts, Open Cut. Alt C Partial Open Cut, Alt F Shoring	License Num 960845	CADIR 1000010925	<b>Amo</b> \$651,292	unt Type .50 CADIR,CAU,MALE,S LBE		
7437 Lo	<b>s Contracting</b> owell Ct. a, CA 91942 States	Designer- Hazardous waste plan. Constructor- Alt D- Monitoring, testing, sampling, loading, transporting petroleum contaminated soil. Alt E- Monitoring, sampling, loading, transporting Hazardous soils	793838 PlanetBids, Inc	1000011964 c.	\$17,185	.00 CAU,MALE,DVBE,C ADIR,SDVSB		

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Pipeline Rehabilitation AP-1 (K-19-1775-DBB-3), bidding on August 16, 2018 2:00 PM (Pacific)

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# **Bid Results**

Name & Address	Description	License Num	CADIR	Amount	Туре
Brian F. Smith and Associates Inc 14010 Poway Road, Suite A Poway, CA 92064 United States	Archeological and Native American monitoring, mitigation	NA	1000010486	\$9,020.00	SDB
American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	Constructor-RPMS, Crack Seal	784969	100000645	\$48,667.29	CAU,MALE,CADIR,P QUAL
<b>Terra West, Inc</b> 591 Telegraph Canyon Rd #713 Chula Vista, CA 91910 United States	Designer- WPCP Development	NA	1000007319	\$550.00	ELBE,DBE
<b>Zebron Contracting, Inc</b> P.O. Box 2874 Newport Beach, CA 92659 United States	ConstructorManhole Repair and Rehab	855170	1000004993	\$85,500.00	

					1		Southwast Dinalina and	1
tem		Item			Unit of		Southwest Pipeline and	Southwast Dinalina and
			Description	Reference		Quantity	Trenchless Corp Unit Price	Southwest Pipeline and Trenchless Corp Line Total
um	Main Bid		Bonds (Payment and Performance)	2-4.1	LS	Quantity 1	\$18,000.00	\$18,000.00
	Main Bid		Archaeological and Native American Monitoring Program	6-3.2.2.1	LF	160	\$40.00	\$6,400.00
	Main Bid		Archaeological and Native American Mitigation and Curation (EOC Type I)	6-3.2.4.1	AL	1	\$3,500.00	\$3,500.00
	Main Bid		Sewage Bypass and Pumping Plan (Diversion Plan)	7-8.5.4	LS	1	\$5,000.00	\$5,000.00
	Main Bid		WPCP Development	7-8.6.4.2	LS	1	\$1,000.00	\$1,000.00
	Main Bid		WPCP Implementation	7-8.6.4.2	LS	1	\$20,000.00	\$20,000.00
	Main Bid		Video Recording of Existing Conditions	7-9.1.1	LS	1	\$2,000.00	\$2,000.00
	Main Bid		Safety Construction Fencing (6 ft High) for School Location	7-10.4.2.3	LF	100	\$8.00	\$800.00
	Main Bid		Exclusive Community Liaison Services	7-16.4	LS	1	\$8,750.00	\$8,750.00
0	Main Bid		Mobilization	9-3.4.1	LS	1	\$25,000.00	\$25,000.00
1	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$170,000.00	\$170,000.00
2	Main Bid		Miscellaneous Hardscape, Remove and Replace with Topsoil	300-1.4	SF	110	\$20.00	\$2,200.00
3	Main Bid		Clearing and Grubbing	300-1.4	LS	1	\$1,500.00	\$1,500.00
4	Main Bid		Preparation of Hazardous Waste Management Plan and Reporting	7-22.20	LS	1	\$5,000.00	\$5,000.00
5	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	11919	\$1.78	\$21,215.82
6	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	12359	\$1.73	\$21,381.07
7	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	440	\$5.16	\$2,270.40
8	Main Bid		Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)	302-4.12.4	SF	110	\$2.00	\$220.00
9	Main Bid		Pavement Restoration Adjacent to Trench	302-5.2.1	SF	920	\$3.50	\$3,220.00
0	Main Bid		Concrete Pavement (5.5 Inch thick)	302-6.8	CY	4	\$300.00	\$1,200.00
1	Main Bid		Crack Seal	302-14.5	LB	50	\$72.00	\$3,600.00
2	Main Bid		Additional Sidewalk Removal and Replacement	303-5.9	SF	20	\$40.00	\$800.00
3	Main Bid		Additional Bedding	306-15.1	CY	35	\$22.00	\$770.00
4	Main Bid		Temporary Resurfacing	306-15.9	TON	145	\$1.00	\$145.00
5	Main Bid		Imported Backfill For Trench	306-15.12	TON	200	\$22.00	\$4,400.00
6	Main Bid		New Manholes (3 ft x 4 ft)	306-16.6	EA	2	\$10,000.00	\$20,000.00
7	Main Bid		Manholes to be Repaired and Rehabilitate	500-2.10.2	EA	9	\$2,000.00	\$18,000.00
8	Main Bid		Sewer Main Cleanout (8-Inch)	306-17.2	EA	16	\$3,500.00	\$56,000.00
9	Main Bid		Sewer Main Cleanout (6-Inch)	306-17.2	EA	7	\$3,500.00	\$24,500.00
0	Main Bid		Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	22993	\$1.00	\$22,993.00
1	Main Bid		Cleaning and Video Inspection of Existing Laterals	306-18.7	LF	10956	\$1.00	\$10,956.00
2	Main Bid		Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	33949	\$0.50	\$16,974.50
3	Main Bid		Striping		LS	1	\$2,500.00	\$2,500.00
4	Main Bid		Rehabilitate Sewer Main (8 Inch) (All Types)	500-1.1.9	LF LF	22744	\$24.25	\$551,542.00
5	Main Bid		Rehabilitate Sewer Main (6 Inch) (All Types)	500-1.1.9		249	\$26.00	\$6,474.00
6	Main Bid		Point Repair for Existing Sewer Main (8 Inch) (All Types)	500-1.2.7	EA EA	4	\$4,500.00 \$4,500.00	\$18,000.00
7 8	Main Bid Main Bid		Point Repair for Existing Sewer Main (6 Inch) (All Types)	500-1.2.7 500-1.2.7	EA LF	1 20	. ,	\$4,500.00
8 9			Additional Point Repair for Existing Sewer Main (8 Inch) (All Types)	500-1.2.7	LF	20 5	\$75.00 \$75.00	\$1,500.00 \$375.00
9	Main Bid Main Bid		Additional Point Repair for Existing Sewer Main (6 Inch) (All Types) Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth (All Sizes)	500-1.2.7	EA	5 78	\$75.00 \$1,755.00	\$136,890.00
1	Main Bid				EA	78 177	\$1,755.00 \$1,755.00	\$136,890.00
2			Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth (All Size Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 ft in D		EA	8	\$1,755.00	\$14,040.00
2 3	Main Bid Main Bid				EA	° 19	\$1,755.00	
	Main Bid		Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout greater than 7	500-1.6.6	EA	51	\$1,755.00 \$1.800.00	\$33,345.00 \$91,800.00
4	Main Bid		Rehabilitate Existing Manholes		EA	334	1 /	. ,
5 6	Main Bid		Service Lateral Connection Traffic Control Design (Working Drawings)	500-4.9 601-6	LS	1	\$775.00 \$2,500.00	\$258,850.00 \$2,500.00
ь 7	Main Bid		Traffic Control Design (Working Drawings)	601-6	LS	1	\$2,500.00 \$45,000.00	\$45,000.00
,	IVIAIII DIU			001-0	1.3	-	Ş45,000.00 Subtotal	\$45,000.00 \$1,975,746.79
8	Alternate	teme A	Tree Removal	300-1.4	EA	4	\$1,500.00	\$6,000.00
5	Alternatel	cents A	iree nemoval	550-1.4	- <u>-</u> -	-	Subtotal	\$6,000.00
9	Alternate	tems P	Commercial Concrete Driveway	303-5.9	SF	25	\$50.00	\$1,250.00
	Alternatel	CEILIS D	connection concrete priveway	555-5.5	51	2.3	Subtotal	\$1,250.00
0	Alternate	tems C	Point Repair for Existing Service Lateral	500-1.2.7	EA	15	\$2,000.00	\$30,000.00
~	, attended I	cento C	. one repair for Existing Service Editorial	550 1.2.7			Subtotal	\$30,000.00
1	Alternate	tems D	Monitoring of Contaminated Soil	7-22.20	HR	13	\$95.00	\$1,235.00
2				7-22.20	TON	25	\$45.00	\$1,125.00
2 3			Loading, Transportation, and Disposal of Petroleum Contaminated Soil	7-22.20	TON	25	\$85.00 \$85.00	\$2,125.00
_	atternate I		county, manaportation, and pisposar of recipicant contaminated 301	. 22.20			Subtotal	\$4,485.00
4	Alternate	tems F	Monitoring, Testing, Sampling, Site Storage, and Handling of Soils Containing F	703-20	TON	10	\$85.00	\$850.00
4 5			Loading, Transportation and Disposal of soils containing RCRA Hazardous Was		TON	10	\$350.00	\$3,500.00
6			Monitoring, Testing, Sampling Site Storage and Handling of Soils Containing N		TON	10	\$85.00	\$850.00
7			Loading, Transportation, and Disposal of Soils Containing Non-RCRA Hazardou		TON	10	\$250.00	\$2,500.00
	, attended I	LCIIID L	Leading, maniportation, and Disposar of Solis Containing Non-NCNA Hazaluou			-0	Subtotal	\$7,700.00
8	Alternate	tems F	Trench Shoring	306-15.2	LS	1	\$2,000.00	\$2,000.00
5	Alternatel	cento f		550-15.2		*	Ş2,000.00 Subtotal	\$2,000.00
		-					Total	\$2,000.00 \$2,027,181.79
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