




THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: April 14, 2020
TO: James Nagelvoort, Director, Public Works Department
FROM: Claudia C. Abarca, Deputy Director, Public Works Department 
SUBJECT: Sole Source Agreement for Emergency Installation of a Helicopter Landing/Parking Pad

Estimated Amount: \$1,000,000 (Not-to-Exceed)

Contractor: J.R. Filanc Construction Company

Estimated Completion: December 31, 2021

Recommended Action: Approve Sole Source Request

Pursuant to SDMC §22.3108 (a), "Exceptions to Advertisement and Competitive Award of Public Works Contracts", this is to certify that a sole source agreement with the contractor named above is necessary and that strict compliance with a competitive process would be unavailing or would not produce an advantage, and soliciting bids or proposals would be undesirable, impractical or impossible for the following reasons:

JUSTIFICATION:

The Fire-Rescue Department recently acquired a Sikorsky S-70i Firehawk helicopter and has been in service since November 2019. However, Fire-Rescue has been unable to park it near the Air Operations facility without temporarily shutting the adjacent taxiway and disrupting airport operations.

The current helicopter landing/parking pad was installed before the acquisition of the Firehawk and does not meet Federal Aviation Administration (FAA) guidelines for a helicopter such as the Firehawk. The current pad was installed as the first part of a two-phase project.

There is a potential for life or property loss in the event of a delayed response if the Firehawk is not located near the Air Ops facility. To avoid adversely affecting aerial firefighting and rescue operations, it is requested that an emergency installation of the second helicopter landing/parking pad be constructed so that Fire-Rescue will be able to staff the S-70i Firehawk daily through the wildland fire season.


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James Nagelvoort, Director
April 14, 2020

Additional information related to this request can be found in Enclosure 1.

AGREEMENT VALUE & DURATION:

Unless a modification to the agreement and this sole-source request is issued, the total fee for these services shall not exceed the amount noted above. The term of the agreement will be in effect from date of the agreement execution and shall not exceed the contract completion date noted above.

APPROVED BY:



James Nagelvoort, Director, Public Works

Date: 4/14/2020

Enclosure: 1. Memorandum from Colin Stowell to James Nagelvoort dated March 30, 2020.

cc: Colin Stowell, Fire Chief, Fire-Rescue
Myrna Dayton, Assistant Director, Public Works Department
Kevin Ester, Assistant Fire Chief, Fire-Rescue
James Gaboury, Deputy Fire Chief, Fire-Rescue
Akram Bassyouni, Deputy Director, Public Works Department
Mark Nassar, Deputy Director, Public Works Department
Luis Schaar, Deputy Director, Public Works Department
Jong Choi, Senior Civil Engineer, Public Works Department
Catherine Dungca, Senior Civil Engineer, Public Works Department
Chris Gascon, Senior Civil Engineer, Transportation & Storm Water Department
Stephen Samara, Principal Contract Specialist, Public Works Department
Jeff Cramoline, Associate Civil Engineer, Public Works Department
Manuel Gonzalez, Associate Civil Engineer, Public Works Department



Enclosure 1

THE CITY OF SAN DIEGO
M E M O R A N D U M

DATE: March 30, 2020

TO: James Nagelvoort, Director, Public Works

FROM: Colin Stowell, Fire Chief, Fire-Rescue

SUBJECT: Fire-Rescue Helicopter Landing/Parking Pad

Fire-Rescue recently acquired a Sikorsky S-70i Firehawk helicopter. This helicopter has substantially more capability than either of the current aircraft. The Firehawk helicopter has been in-service since November 2019. We have been unable to park it near the Air Operations facility without temporarily shutting the adjacent taxiway and disrupting airport operations.

The current helicopter landing/parking pad next to the Air Operations Facility is used for the Bell 212 and 412 helicopters, is too small (90' x 90') for the Firehawk, and does not meet Federal Aviation Administration (FAA) guidelines for a Type 1 helicopter landing pad. We have a critical need to build a pad dedicated to the new helicopter now, to not adversely affect aerial firefighting and rescue operations.

The current pad was installed as part of Phase I of this project, before the acquisition of the Firehawk was started. The second pad was added as part of Phase II and should have been built in June 2019. Because of environmental clearances delays, construction for Phase II won't be completed for 2-3 years.

All three Fire-Rescue helicopters need to be co-located at the Air Operations Facility at Montgomery Field; this ensures we have two in-service helicopters readily available near the flight crews during fire season or for any emergency response, and to provide easier access for mechanical maintenance and repair activities. There is a potential for life or property loss in the event of a delayed response if the Firehawk is not located near the Air Ops facility.

Now that the engineering and FAA approvals have been obtained, I'm requesting that an emergency installation of the second helicopter landing/parking pad be constructed at the Fire-Rescue Air Operations facility at Montgomery-Gibbs Executive Airport and be completed no later than July 1, 2020 so we will be able to staff the S-70i Firehawk daily through the wildland fire season.

If there are any technical questions regarding the helicopter, please contact Chuck MacFarland, Chief of Air Operations at CMacFarland@sandiego.gov or (619) 602-6372.

A handwritten signature in blue ink, appearing to read "Colin Stowell".

Colin Stowell
Fire Chief

cc: Kevin Ester, Assistant Fire Chief, Fire-Rescue
James Gaboury, Deputy Fire Chief, Fire-Rescue

City of San Diego

CONTRACTOR'S NAME: J.R. Filanc Construction Company, Inc.

ADDRESS: 740 N. Andreasen Drive, Escondido, CA 92029

TELEPHONE NO.: 760-941-7130 **FAX NO.:** 760-466-0534

CITY CONTACT: Ronald McMinn Jr, Contract Specialist, Email: RMcMinn@sandiego.gov

Phone No. (619) 533-4618

M. Gonzalez / M. Jirjis-Nakasha / B. Richardson

CONTRACT DOCUMENTS

FINAL



FOR

EMERGENCY CONSTRUCTION SERVICES FOR: FIRE-RESCUE AIR OPS FACILITY PARKING PAD

RFQ NO.: K-18-1682-RFQ-3

BID NO.: K-21-1949-EMR-3

SAP NO. (WBS/IO/CC): S-18007

CLIENT DEPARTMENT: 1912

COUNCIL DISTRICT: 6

PROJECT TYPE: AA

ENGINEER OF WORK

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

Brian C. Saul
1) Registered Engineer

7/15/20
Date

Seal:



[Signature]
2) For City Engineer

7/15/20
Date

Seal:



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CITY OF SAN DIEGO, CALIFORNIA

GENERAL

1. DESCRIPTION OF WORK:

- 1.1. The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the purpose of constructing this emergency project at the direction of the City Engineer.
- 1.2. The Work consists of construction of a Helicopter landing /parking pad next to the Air Operations Facility located at Montgomery-Gibbs Executive Airport per Plans and Specifications. Scope of work includes all necessary work necessary to comply with Federal Aviation Administration guidelines in Exhibit Q for a type 1 helicopter landing pad.
- 1.3. This solicitation is for a "Time-and-Materials" contract in accordance with the provisions set forth in 7-3.7, "Agreed Prices" of The WHITEBOOK.
- 1.4. A time-and-materials contract provides for acquiring labor, material, equipment and services that shall be paid for in accordance with 2-8, "EXTRA WORK" of The GREENBOOK and WHITEBOOK and as modified by the Supplementary Special Provisions.

2. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

- 2.1. **Prior** to the Award of the Contract or each Task Order, the Contractor must comply with the following registration requirements:
 - 2.1.1. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). **Contractor and Subcontractor Registration Requirements** for compliance with those requirements are outlined in paragraph 8.9 of these "General Instructions."
 - 2.1.2. In addition, prior to award of the Contract or each Task Order, the Contractor and its Subcontractors and Suppliers **must** register with Prism®, the City's web-based contract compliance portal at:
<https://pro.prismcompliance.com/default.aspx>.
 - 2.1.3. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

3. **EQUAL OPPORTUNITY:** For the City's Equal Opportunity Program requirements see Part 0 of the City of San Diego 2018 Whitebook and Exhibit I - Forms.

4. **CONTRACT TIME:** The Work shall be completed within **120 Working Days** from the date of issuance of the Notice to Proceed.

5. **CONTRACT PRICE:** The Engineer's Estimate of the Contract Price is **\$1,000,000**. The Contractor shall not perform Work that exceeds the Engineer's Estimate excluding Allowances without prior written notice from the City that sufficient additional funding has been secured.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 7.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 7.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - 7.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

- 7.2. Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.
- 7.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 7.3.1.** 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.
- 7.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 7.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 7.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 7.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 7.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- 7.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. 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.

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

7.9.2. 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.

7.10. 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.

7.11. 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.

7.12. 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:

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

7.12.2. 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).

7.13.3. 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 7.11 above. (Labor code section 1773.3).

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/ecp/edocref/greenbook	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119 -04
California Department of Transportation (CALTRANS) Standard Specifications http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD Rev 5) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPIO92816-07
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/ecp/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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 within 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

10. SUBCONTRACTOR INFORMATION:

10.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", 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.

10.2. 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.

11. SUBMITTAL OF "OR EQUAL" ITEMS: See 4-6, "TRADE NAMES" in The WHITEBOOK and as amended in the SSP.

12. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE" which requires the Contractor to perform not less than the amount therein stipulated with its own forces. Failure to comply with these requirements shall render the Bid non-responsive and ineligible for award.

- 13. PLANS AND SPECIFICATIONS:** When provided by the City, questions about the meaning or intent of the Contract Documents relating to the scope of Work and technical nature shall be directed to the City's Project Manager prior to commencement of work. Interpretations or clarifications considered necessary by the City in response to such questions will be issued in writing.

Oral and other interpretations or clarifications will be without legal effect. Any questions related to this proposal shall be addressed to the Engineering and Capital Projects Department Contracts 525 B Street, Suite 750, San Diego, CA 92101, Telephone No. (619) 533-3450.

- 14. SAN DIEGO BUSINESS TAX CERTIFICATE:** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.

- 15. PROPOSAL FORMS:** The signature of each person signing may be in longhand or in electronic format as specified by the City. The Contractor shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

15.1. The Bidder, by submitting electronically, 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 contract are true and correct.

- 16. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel this request for proposal at any time, and further reserves the right to reject submitted proposals, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Contractor as a result of preparing its proposal shall be the sole responsibility of the Contractor.

- 17. AWARD OF CONTRACT OR REJECTION OF PROPOSALS:**

17.1. This contract may be awarded to a contractor selected from the City's as-needed emergency contractors list or may be awarded to another contractor in case the list of available emergency contractors list is exhausted.

17.2. The City reserves the right to reject the proposal from the emergency list-selected contractor and request a proposal from the next contractor on the list when such rejection is in the best interests of the City.

- 18. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "CONTRACT BONDS," 5-4.2, "GENERAL LIABILITY INSURANCE," and 5-4.3 "WORKERS' COMPENSATION INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

- 19. THE CONTRACT:** The Contractor shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance documents specified in 1-7.2, "Contract Bonds", and 5-4.2, "INSURANCE" within **3 Working Days** after receipt by the Contractor of a form of contract for execution unless an extension of time is granted to the Contractor in writing. Bonds shall be in amount of the Contract Price for the Work included in the Bid.

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

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

- 20. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Contractor shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms. The signing of the Contract shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Contract Documents.
- 21. CITY STANDARD PROVISIONS.** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 21.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 21.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 21.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 21.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 21.5.** 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.
 - 21.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 21.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

James Nagelvoort, Director
Engineering and Capital Projects Department

**AGREEMENT
FOR
EMERGENCY CONSTRUCTION SERVICES
BETWEEN
THE CITY OF SAN DIEGO
AND
J.R. FILANC CONSTRUCTION COMPANY, INC.**

This Emergency Construction Services Agreement (Agreement) is made and entered between THE CITY OF SAN DIEGO, herein called "City" and **J.R. Filanc Construction Company, Inc.** herein called "Contractor", of performing emergency construction services for **Fire-Rescue Air Ops Facility Parking Pad**, Bid No. **K-21-1949-EMR-3**, in the amount of **\$1,000,000** at the direction of the City Engineer. The City and the Contractor are referred to herein as the "Parties."

RECITALS

- A. The City desires to construct the emergency project identified in Section 1, Description of Work.
- B. The City desires to contract with a single entity for Emergency Construction Services, as set forth in this agreement.
- C. The City had previously issued a Request for Qualifications (RFQ), via **RFQ K-18-1682-RFQ-3**, for on-call emergency construction services.
- D. In accordance with this RFQ, Contractors submitted Statements of Qualifications (SOQ) for these services from which the City established a pre-qualified list of the most highly qualified contractors to perform emergency construction services as directed by the City.
- E. In accordance with said RFQ, the Contractor submitted an SOQ and is prepared to enter into this agreement.
- F. The City has selected the Contractor from the City's list of on-call contractors to perform, either directly or with Subcontracts hereinafter defined, the design, engineering, and construction services set forth in this agreement and the Contract Documents.
- G. The Contractor is ready, willing, and able to perform the emergency design and construction services required as specified in the Scope of Work and Services section of this agreement and in accordance with the terms and conditions of this agreement and under the direction of the Engineer.

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

AGREEMENT

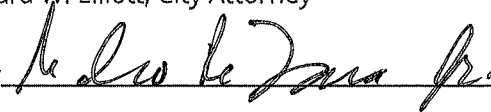
- A. The above referenced recitals are true and correct and are incorporated into this agreement by this reference.
- B. Exhibits referenced in this agreement are incorporated into the Agreement by this reference.
- C. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
- D. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- E. This agreement incorporates the Standard Specifications for Engineering and Capital Projects Department Construction (The 2018 GREENBOOK), including those amendments set forth in the City of San Diego Supplement (The 2018 WHITEBOOK). All changes, additions, or both are stated herein and all other provisions remain unchanged.
- F. The Contractor shall comply with City's Equal Opportunity Contracting Program Requirements set forth in the Contract Documents. See The WHITEBOOK Part 0.
- G. The Contractor, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Agreement can be executed.
- H. The Contractor shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section. The Contractor shall include in each subcontract agreement, language which requires Subcontractors to abide by the provisions of City Municipal Code §22.3004.
- I. The Contractor's attention is directed to the provisions of the State of California Labor Code §1776 (Stats. 1978, Ch. 1249). The Contractor shall be responsible for the compliance with these provisions by Subcontractors.
- J. This contract is effective as of the date the City issued the Contractor a written notice to proceed (NTP), or the date of the last signatory below, whichever occurred first.
- K. The Contractor shall complete the work to be performed under this agreement and shall achieve Acceptance within the allowed number of Working Days from the NTP as specified in the Notice of Award, unless authorized otherwise by the Engineer. Time is of essence for the completion of the Work and the Project has critical milestones to be met as listed in the Notice of Award.
- L. Prior to NTP or as required by the City, the Contractor shall:
 - 1. File surety bonds with the City to be approved by the City in the amounts and for the purposes noted in the Notice Inviting Bids and
 - 2. Obtain the required insurance in accordance with 5-4, "INSURANCE" and any additional insurance as may be specified in the Supplemental Special Provisions.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By 

Mara W. Elliott, City Attorney
By 

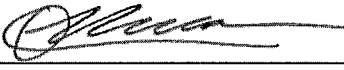
Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

Print Name: Pedro De Lara, Jr.
Deputy City Attorney

Date: 9-18-2020

Date: 9/23/20

J.R. Filanc Construction Company, Inc.

By 

Print Name: Omar Rodea

Title: President

Date: September 2, 2020

City of San Diego License No.: B1994000641

State Contractor's License No. : 134877

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

_____ JR FILANC Construction Company, Inc. _____, a corporation, as principal, and
_____ Everest Reinsurance Company _____, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of _____
One Million Dollars and Zero Cents (\$1,000,000.00), for the faithful performance of the annexed
contract, and in the sum of One Million Dollars and Zero Cents (\$1,000,000.00) for the benefit of
laborers and materialmen designated below.

Conditions:

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

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

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

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

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

The Surety expressly agrees that the City of San Diego may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The Surety shall not utilize Principal in completing the improvements and work specified in the Agreement, nor shall Surety accept a bid from Principal for completion of the improvements and work specified in the Agreement if the City of San Diego, when declaring the Principal in default, notifies Surety of the City of San Diego's objection to Principal's further participation in the completion of the improvements and work specified in the Agreement.

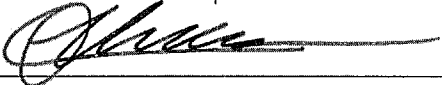
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated September 2, 2020

Approved as to Form

J.R. Filanc Construction Company, Inc.

Principal

By 

Omar Rodea, President


Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

Everest Reinsurance Company

Surety

By 
Attorney-in-fact - Lawrence F. McMahon

Approved:

By 
Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

P.O. Box 70

Local Address of Surety

Orange, CA 92856

Local Address (City, State) of Surety

714-371-9653

Local Telephone No. of Surety

Premium \$ \$8,500.00

Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

Bond No. ES00006518

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code § 1189

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

STATE OF CALIFORNIA

County of San Diego }

On SEP 02 2020 before me, Rachel A. Mullen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon
Name(s) of Signer(s)



Place Notary Seal Above

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 Rachel A. Mullen
Signature of Notary Public Rachel A. Mullen

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:
Surety Company

Signer's Name: _____

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



Signer is Representing:

**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Lawrence F. McMahon, Ryan E. Warnock, Christopher Conte, Sarah Myers, Rachel A. Mullen, Janice Martin

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Nicole Chase
Attest: Nicole Chase, Assistant Secretary

Everest Reinsurance Company

Anthony Romano
By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 2nd day of September, 2020.

EXHIBIT A

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "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.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americans with Disabilities Act", of the project specifications, and that:

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

EXHIBIT C

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

EXHIBIT D

EQUAL BENEFITS ORDINANCE CERTIFICATION

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EXHIBIT E

AFFIDAVIT OF DISPOSAL

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

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

FIRE-RESCUE AIR OPS FACILITY PARKING PAD

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-21-1949-EMR-3**; SAP No. (WBS) **S-18007**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____

County of _____

On this _____ DAY OF _____, 2_____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

EXHIBIT F

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

**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.

EXHIBIT G

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

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

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

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President

Name



Signature

Date September 2, 2020

USE ADDITIONAL FORMS AS NECESSARY

EXHIBIT H

MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
J.R. Filanc Construction Company, Inc.		n/a	
Street Address	City	State	Zip
740 N. Andreasen Drive, Escondido		CA	92029
Contact Person, Title		Phone	Fax
Vince Diaz		760-941-7130	760-941-3969

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).

Please see Attachment A

* 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/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Mayor or Designee with written notice is grounds for Contract termination.

Omar Rodea, President

September 2, 2020

Print Name, Title

Signature

Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted

EXHIBIT I

FORMS

LIST OF SUBCONTRACTORS

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the GREENBOOK and Special Provisions Section 3-2, "SELF-PERFORMANCE", 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.

There are no listed subcontractors to report at this time

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 ^①	WHERE CERTIFIED ^②	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- | | | | |
|---|---|---|---|
| <p>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):</p> <ul style="list-style-type: none"> Certified Minority Business Enterprise Certified Disadvantaged Business Enterprise Other Business Enterprise Certified Small Local Business Enterprise Woman-Owned Small Business Service-Disabled Veteran Owned Small Business | <ul style="list-style-type: none"> MBE DBE OBE SLBE WoSB SDVOSB | <ul style="list-style-type: none"> Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business | <ul style="list-style-type: none"> WBE DVBE ELBE SDB HUBZone |
| <p>② As appropriate, Bidder shall indicate if Subcontractor is certified by:</p> <ul style="list-style-type: none"> City of San Diego California Public Utilities Commission State of California's Department of General Services State of California | <ul style="list-style-type: none"> CITY CPUC CADoGS CA | <ul style="list-style-type: none"> State of California Department of Transportation City of Los Angeles U.S. Small Business Administration | <ul style="list-style-type: none"> CALTRANS LA SBA |

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

There are no listed vendors to report at this time

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES (MUST BE FILLED OUT)	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVO SB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|---------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVO SB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders and contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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 Names of the Principal Individual owner(s)

The names of all persons interested in the foregoing proposal as Principals are as follows: **Please see Attachment A**

NAME	TITLE

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


The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President
 Name _____ Date September 2, 2020

 Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

There are no listed subcontractors to report at this time

Names of the Principal individual owner(s)
FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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 Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: J.R. Filanc Construction Company, Inc.

Certified By Omar Rodea Title President

Name



Signature

Date September 2, 2020

USE ADDITIONAL FORMS AS NECESSARY

Attachment A

Name(s) of Member of Firm or Office of Corporation authorized to enter into a binding Contract	City and State of Residence	Employer (if different than Bidder/Proposer)	Interest in Transaction
Mark E. Filanc - Chief Executive Officer	Del Mar, CA	n/a	91.0749%
Omar Rodea - President	Carlsbad, CA	n/a	0.4224%
Vincent L. Diaz - Vice President	Fallbrook, CA	n/a	1.6915%
Norbert J. Schulz - Vice President	Del Mar, CA	n/a	0.5280%
Robert W. Zaiser - Vice President	Cardiff, CA	n/a	1.7600%
Gary Silverman – Vice President	Del Mar, CA	n/a	0.0%
Linda M. Stangel - Secretary	Escondido, CA	n/a	0.0%
David J. Kiess - Assistant Secretary and Vice President	Carlsbad, CA	n/a	1.9872%

EXHIBIT J

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A – GENERAL REQUIREMENTS

0-12 CONTRACT RECORDS AND REPORTS. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
 - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10th day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in their entirety and SUBSTITUTE with the following:

43. **Field Order** -A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract. The unused portion of the Field Order shall revert to the City upon Acceptance.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through**- An inspection the City uses to verify the completion of the Project or phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00** AM to **3:30** PM.

To the "WHITEBOOK", ADD the following:

108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **Substantial Completion** – When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

1-7.1.3 Requests for Information (RFI). To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Should you discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.

2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by you or your Subcontractor or supplier at any tier, shall be submitted by you to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should you believe that a response to an RFI causes a change to the requirements of the Contract, you shall, before proceeding, give written notice to the City, indicating that you believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies you in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If you proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require you to remove such work at your cost or back charge you the cost to remove this work.

1-7.2 Contract Bonds. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
 - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
 - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
 - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
 - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

- 7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:

Deputy Director
Construction Management and Field Engineering Division
9573 Chesapeake Drive San Diego, CA 92123

SECTION 2 - SCOPE OF THE WORK

2-8 EXTRA WORK. To the "WHITEBOOK", ADD the following:

- 2. Compensation for "Time-and-Material" emergency Contracts.
 - a) You will be compensated for staff charges directly associated with the project.
 - b) Any invoiced off-site work shall include a summary of work.
 - c) Mark up for off site work shall be the same as on-site work.

SECTION 3 – CONTROL OF THE WORK

3-3 **SUBCONTRACTORS.** To the "WHITEBOOK", ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City, and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

3-9 **TECHNICAL STUDIES AND SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Report of Preliminary GeoTechnical Evaluation dated September 6, 2018 by Platt/Whitelaw Architects, Inc.
6. The reports listed above are available for review at the following link:

<https://filecloud.sandiego.gov/url/teus68np2tgqnmub>

3-13.1 **Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 **Requirements Before Requesting a Walk-through.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 **Requirements Before Requesting Substantial Completion.**

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.

- h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
- i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
- j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
- k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
- l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.

4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you within 5 Working Days of notification that all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.

4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost.
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10-year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with 3-13.3.2, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 4 - CONTROL OF MATERIALS

ADD:

4-3.6 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.

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

5-4 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

5-4 INSURANCE.

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

5-4.1 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.

5-4.2 Types of Insurance.

5-4.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

5-4.2.2 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.

5-4.3 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.

5-4.3.1 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.

5-4.5.1.2 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.

5-4.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 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.

5-4.6 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.

5-4.7 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.

5-4.8 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.

5-4.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

5-4.11 Workers' Compensation Insurance and Employers Liability Insurance.

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

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

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

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

5-4.11.1 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.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", items 2 and 3, DELETE in its entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools).

A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.
3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:

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

6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) 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.
 - i. Refer to the Sample City Invoice materials in **Exhibit P – Sample City Invoice** and use the format shown.

6-1.5.2 Excusable Non-Compensable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

6-4.2 Extensions of Time. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.

4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 2-10.1, "Claims".

6-4.4 Written Notice and Report. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-4.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption for Emergency Installation of a Helicopter Landing/Parking Pad**, Project No. **S-18007.06.02**, as referenced in the Contract Exhibit. You shall comply with all requirements of the **Notice of Exemption** as set forth in **Exhibit K**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

4. You shall retain a qualified Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.

2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
 - a) The Project damaged was built in accordance with the Contract requirements.
 - b) There are no insurance requirements in the Contract for the damages.

7-3.2

Partial and Final Payment. To the "GREENBOOK", paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

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

To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
 - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
 - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
 - c) Consent of Surety to Final Payment.
 - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
 - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
 - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
 - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

7-3.2.2 Amount of Progress Payments. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will pay 6% annually for late progress payments.
2. Progress payments will be considered "late" if the following occur:
 - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
 - b) The application for payment does not require signing of a Contract Change Order.
3. The Engineer may withhold payment for any of the following reasons:
 - a) Defective or incomplete Work.
 - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
 - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
 - a) Defective or incorrect Work not remedied.
 - b) Damage to City property or a third party's property that was caused by you.
 - c) Liquidated Damages.

7-3.2.3 Waiver of Claims at Final Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

7-3.2.4 Withholding of Payment and Back Charge. To the "WHITEBOOK", DELETE in its entirety.

7-3.5.1 General. To the "WHITEBOOK", ADD the following:

2. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

7-3.9 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. If the cumulative total of Field Order items of Work does not exceed the "Field Orders" Bid Item, the City shall pay those Field Orders as shown below:

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.
6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

7-3.11 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the "GREENBOOK", paragraphs (1) and (2), DELETE in their entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary "No Parking" signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Exhibit O - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

SECTION 601 - TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONES

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the "WHITEBOOK", item 3, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) Place "NO PARKING - TOW-AWAY ZONE" signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the "NO PARKING - TOW-AWAY ZONE" signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary "No Parking" and "No Stopping" signs shall be installed 72 hours before enforcement. Temporary "No Parking" and "No Stopping" signs shall be installed and removed as specified in the Special Provisions.

Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the "WHITEBOOK", item 4, Barricades, ADD the following:

- h) You shall place "OPEN TRENCH" signs (C27 (CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

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

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

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 GENERAL. To the "WHITEBOOK", ADD the following:

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

EXHIBIT K
NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

(Check one or both)

TO: X Recorder/County Clerk
P.O. Box 1750, MS A-33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2400

FROM: City of San Diego
Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

 Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

Project No. / WBS No.: B-18007.02.06

Project Name: Emergency Installation of a Helicopter Landing/Parking Pad

Project Location-Specific: The project is located at 3750 John J Montgomery Drive, within the Montgomery-Gibbs Executive Airport, and the Kearny Mesa Community Planning Area (Council District 6).

Project Location-City/County: San Diego/San Diego County

Description of nature and purpose of the Project: Fire-Rescue has acquired a Sikorsky S-70i Firehawk helicopter to assist with fighting wildland fires. Due to the size of the helicopter it currently cannot be stored or parked near the fire-rescue air operations facility, where the flight crews resides. As fire season approaches, response times to emergencies become critical to ensure the protection of life and property. There is a potential for life or property loss in the event of a delayed response if the Firehawk is not located near the Air Ops facility. In order to not adversely affect aerial firefighting and rescue operations, construction of a pad for the Firehawk near the flight crew is required to protect property, environment, and public safety. Work will include the construction of a new concrete pad and placement of rock around the pad for dust suppression. The project will comply with all City ESL regulations to avoid and minimize impacts to environmental resource.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: City of San Diego, Public Works Department
Contact: Sean Paver
525 B Street, Suite 750 (MS 908A)
San Diego, CA 92101
(619) 533-3629

Exempt Status: (CHECK ONE)

(X) Statutory Exemptions: Emergency Project – Sec. 21080(b)(4); 15269(b)(c)

Reasons why project is exempt: The emergency repairs are required in order to protect public health, safety and property. This determination is supported by the expert opinion of the City Engineer. The City of San Diego conducted an environmental review which determined that the project meets the statutory exemption criteria set forth in CEQA State Guidelines, Section (SEC. 21080(b)(4); 15269 (b)(c)), which allows for actions necessary to prevent or mitigate an emergency.

Lead Agency Contact Person: Carrie Purcell

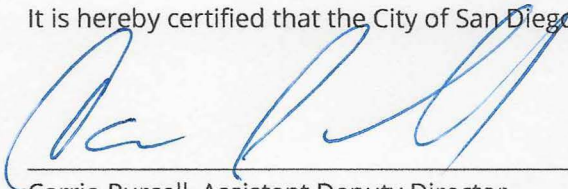
Telephone: (619) 533-5124

If filed by applicant:

- 1. Attach certified document of exemption finding.

2. Has a notice of exemption been filed by the public agency approving the project? () Yes () No

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



Carrie Purcell, Assistant Deputy Director

5/4/20

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

APPENDIX A. DOCUMENTED CATEX

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and **consult with the Airports District Office or Regional Airports Division Office staff** about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

Name of Airport, LOC ID, and location:

Montgomery-Gibbs Executive Airport (MYF), 3750 John J. Montgomery Drive, San Diego CA 92123

Project Title:

Fire-Rescue Air Operations Parking Pad Extension Project

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDS, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

The Montgomery-Gibbs Executive Airport (MYF) San Diego Fire Rescue Parking Pad Project (Project) will provide a new 120 foot (ft) by 120 ft concrete parking pad to accommodate an S-70A Firehawk. The parking pad expansion will add 14,400 square feet (sf) of 5,000 pounds per square inch (psi) concrete, with a 30-ft border of 2-inch crushed rock on the northern and eastern edges, totaling approximately 22,500 sf. Parking Pad excavation is anticipated to reach a maximum excavated depth of 4 ft. The crushed rock borders are anticipated to reach a maximum excavation of 3 ft. Solar lighting will be installed along the border of the concrete parking pad to assist with visibility at night. The crushed rock buffer is for dust control due to rotor downwash from the Fire Rescue aircraft as well as providing a buffer for erosion control. During construction various temporary BMPs will be utilized in order to protect the surrounding areas from construction drainage. These BMPs consist of a 330-ft row of gravel bags, and a 345-ft row of silt fence, erected along the northern, eastern, and southeastern edges of the project site. In addition, there will be two 8-foot long rows of gravel bags placed adjacent to an existing culvert northeast of the project site, for filtering any storm water prior to it entering the culvert.

Due to the weight of aircraft & fuel tender trucks, as well as the use of the parking pad, an existing vault (Airport Owned Fiber Line) will have to be relocated outside of the limits of the proposed concrete parking pad. The existing vault shall be relocated approx. 25 ft east of the 2-inch crushed rock, in-line with its current alignment. The vault is approximately 5 ft x 5 ft x 4 ft. The trench from

the existing vault location to the new location would be approximately 2 ft wide, 3 ft deep, and 80 ft long. The new vault location will require excavation of developed habitat at approximately 6 ft x 6 ft x 5 ft in size.

The estimated start of the project would be late March with a one month anticipate construction duration. All equipment will be staged in the southern parking lot of the existing Fire Rescue Air Operations facility. Excavated materials from the Parking Pad construction will be removed from site and disposed of at a proper waste disposal facility that has yet to be identified. The access route for the concrete truck that will pour the foundation of the pad will be the paved road off Ponderosa Ave. This paved road runs directly to the existing San Diego Fire Rescue facility and the Air Traffic Control Tower.

During construction, two San Diego Fire Rescue helicopters will need to be moved away from the construction activity in order to remain operational in the case of fire related emergencies. These helicopters will be staged on Taxiway Charlie. Taxiway Charlie will be closed for use while these helicopters are staged. This Taxiway is only utilized by air traffic during crosswind conditions when aircraft are directed to take off and land on Runway 5/23 (approximately 1% of the time based on operations). During these crosswind conditions when Runway 5/23 needs to be utilized, the two fire helicopters will be moved to the non-movement area near the terminal building. This area is designated as Mid-Port.

Give a brief, but complete, description of the proposed project area. Include any unique or natural features within or surrounding airport property.

The Project Area is located on Montgomery-Gibbs Executive Airport (MYF), immediately east of State Route 163 (SR-163), north of Aero Drive and south of Balboa Avenue in San Diego, California. The property is on Kearny Mesa and is relatively flat. It is developed with the current Fire-Rescue Air Operations, associated buildings, and parking areas. Areas of undeveloped land occur between Taxiway Charlie, and the existing air operations structures, within the project footprint. Undeveloped areas surrounding the building and taxiway contain vernal pools. Focused, seasonally-appropriate surveys for federally and state protected species have been performed within the Project Area and includes a 100-foot buffer. All topographically appropriate areas that appeared likely to support vernal pools were mapped if observed during project surveys.

Identify the appropriate CATEX paragraph(s) from Order 1050.1F (paragraph 5-6.1 through 5-6.6) or 5050.4B (Tables 6-1 and 6-2) that apply to the project. Describe if the project differs in any way from the specific language of the CATEX or examples given as described in the Order.

This CATEX is justified under Order 1050.1F, Section 5-6.4f:
Federal financial assistance, licensing, Airport Layout Plan (ALP) approval, or FAA construction or limited expansion of accessory on-site structures, including storage buildings, garages, hangars, t-hangars, small parking areas, signs, fences, and other essentially similar minor development items. (ATO, ARP, AST)

The circumstances one must consider when documenting a CATEX are listed below along with each of the impact categories related to the circumstance. Use FAA Environmental Orders 1050.1F, 5050.4B, and the Desk Reference for Airports Actions, as well as other guidance documents to assist you in determining what information needs to be provided about these resource topics to address potential impacts. Keep in mind that both construction and

operational impacts must be included. Indicate whether or not there would be any effects under the particular resource topic and, if needed, cite available references to support these conclusions. Additional analyses and inventories can be attached or cited as needed.

5-2.b(1) National Historic Preservation Act (NHPA) resources

	YES	NO
<p>Are there historic/cultural resources listed (or eligible for listing) on the National Register of Historic Places located in the Area of Potential Effect? If yes, provide a record of the historic and/or cultural resources located therein and check with your local Airports Division/District Office to determine if a Section 106 finding is required.</p> <p>A records search and pedestrian survey (June 13, 2018) did not identify resources eligible for the National Register of Historic Places. Section 106 coordination was completed on March 5, 2020. The SHPO concurred with the FAA's No Historic Properties Affected finding determination.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Does the project have the potential to cause effects? If yes, describe the nature and extent of the effects.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Is the project area undisturbed? If not, provide information on the prior disturbance (including type and depth of disturbance, if available)</p> <p>The areas within the project footprint consist of disturbed habitat that is regularly mowed as a part of ongoing airport operations and maintenance activities and developed/crushed rock from the existing parking pad and existing graveled access path to Taxiway Charlie. The depth of the disturbance by mowing is above ground and has mainly impacted the vegetation community by increasing the amount of non-native vegetation.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO
<p>Will the project impact tribal land or land of interest to tribes? If yes, describe the nature and extent of the effects and provide information on the tribe affected. Consultation with their THPO or a tribal representative along with the SHPO may be required.</p> <p>SHPO Consultation was completed on March 5, 2020 and the following comments were offered:</p> <ul style="list-style-type: none"> 1) SHPO recommends the FAA accommodate any requests for the monitoring of ground disturbance related to the undertaking; 2) Please be reminded that in the event of an unanticipated discovery or a change in the scale or scope of the project, the FAA may have additional consultation responsibilities under 36 CFR Part 800. <p>Tribal coordination resulted in three tribes requesting to be present to monitor ground disturbance activities. These Tribes will be contacted prior to construction. These tribes are the San Pasqual tribal Government, Viejas Tribal Government, and Campo Band of Mission Indians.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5-2.b(2) Department of Transportation Act Section 4(f) and 6(f) resources

	YES	NO
<p>Are there any properties protected under Section 4(f) (as defined by FAA Order 1050.1F) in or near the project area? This includes publicly owned parks, recreation areas, and wildlife or waterfowl refuges of national, state or local significance or land from a historic site of national, state or local significance.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will project construction or operation physically or constructively "use" any Section 4(f) resource? If yes, describe the nature and extent of the use and/or impacts, and why there are no prudent and feasible alternatives. See 5050.4B Desk Reference Chapter 7.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project affect any recreational or park land purchased with Section 6(f) Land and Water Conservation Funds? If so, please explain, if there will be impacts to those properties.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(3) Threatened or Endangered Species

	YES	NO
<p>Are there any federal or state listed endangered, threatened, or candidate species or designated critical habitat in or near the project area? This includes species protected by individual statute, such as the Bald Eagle.</p> <p>Montgomery-Gibbs is known to support coastal California gnatcatcher, least Bell's vireo, San Diego fairy shrimp, San Diego mesa mint, and has critical habitat for spreading navarretia and San Diego fairy shrimp overlaid on portions of the airfield.</p> <p>There is no potential for least Bell's vireo or coastal California gnatcatcher to occur within the project area and buffer. San Diego mesa mint and San Diego fairy shrimp were not detected within the project footprint or buffer during field surveys, nor are there any vernal pool features within the Parking Pad project area and buffer, however, there are vernal pools occupied by San Diego fairy shrimp and San Diego mesa mint, and coastal sage scrub habitat that could support coastal California gnatcatcher, adjacent to, but not within the access route for this project.</p> <p>Critical habitat for San Diego fairy shrimp and spreading navarretia does not occur within the Parking Pad project area or buffer, however it does cross the access route for this project.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO
<p>Does the project affect or have the potential to affect, directly or indirectly, any federal or state-listed, threatened, endangered or candidate species, or designated habitat under the Endangered Species Act? If yes, Section 7 consultation between the FAA and the US Fish & Wildlife Service, National Marine Fisheries Service, and/or the appropriate state agency will be necessary. Provide a description of the impacts and how impacts will be avoided, minimized, or mitigated. Provide the Biological Assessment and Biological Opinion, if required.</p> <p>This project will not directly impact any federally or state-listed species. The access road crosses spreading navarretia critical habitat, however this species has not been identified in the airfield in recent past biological surveys. There is a very low potential for indirect impacts to San Diego mesa mint and San Diego fairy shrimp as it does occur within vernal pools along the access route. BMPs, decided upon during Section 7 consultation with USFWS, will be used during the project activities to prevent any direct or indirect impacts to these species.</p> <p>There is a potential for coastal California gnatcatcher to occur along the access route. Suitable habitat for this species does not occur within the project footprint, however suitable habitat for this species does occur along the access route. The potential for noise impacts to this species are low, as a majority of work activities will be located approximately 200 feet west of any suitable habitat, with an existing road and parking lot spaced between the project area and suitable habitat. Hauling of the concrete will require several concrete trucks driving along the access route adjacent to suitable habitat for this species. A biological monitor will be present during this activity to ensure that no indirect impacts occur to coastal California gnatcatcher.</p> <p>Section 7 consultation with USFWS is complete. The environmental requirements stipulation in the Section 7 Letter are provided below in the Environmental Commitments section.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does the project have the potential to take birds protected by the Migratory Bird Treaty Act? Describe steps to avoid, minimize, or mitigate impacts (such as timing windows determined in consultation with the US Fish & Wildlife Service).</p> <p>Ground nesting migratory birds have the highest chance of being affected by Project activities. Work activities include the construction of approximately 8,300 SF of disturbed habitat that could provide low but potential nesting habitat for certain ground nesting bird species such as killdeer, western meadow lark, and horned lark. It will be recommended that this project take place outside of the nesting bird season (February through September). If work must commence during the nesting season, then a preconstruction nest survey will occur no more than 10 days prior to the start of work activities.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5-2.b (4) Other Resources

Items to consider include:

a. Fish and Wildlife Coordination Act	YES	NO
<p>Does the project area contain resources protected by the Fish and Wildlife Coordination Act? If yes, describe any impacts and steps taken to avoid, minimize, or mitigate impacts.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Wetlands and Other Waters of the U.S.	YES	NO
<p>Are there any wetlands or other waters of the U.S. in or near the project area? There are no wetlands or waters of the U.S. in or near the project impact area. There are vernal pools and wetland features located adjacent to the paved access road.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Has wetland delineation been completed within the proposed project area? If yes, please provide U.S. Army Corps of Engineers (USACE) correspondence and jurisdictional determination. If delineation was not completed, was a field check done to confirm the presence/absence of wetlands or other waters of the U.S.? If no to both, please explain what methods were used to determine the presence/absence of wetlands. Surveys were conducted by the City of San Diego, to assess the potential for wetlands and waters of the U.S. within the Project Area, and buffer. There are no wetland or waters features within the project area and construction buffer. There are vernal pools and wetland features located on either side of, but not within the paved access road.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>If wetlands are present, will the project result in impacts, directly or indirectly (including tree clearing)? Describe any steps taken to avoid, minimize or mitigate the impact. There are vernal pools and wetland features located adjacent to the paved access road. Proper BMPs determined through consultation with USFWS will be used along the entire stretch of the access road to negate any impacts to these resources.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Is a USACE Clean Water Act Section 404 permit required? If yes, does the project fall within the parameters of a general permit? If so, which general permit?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Floodplains	YES	NO
<p>Will the project be located in, encroach upon or otherwise impact a floodplain? If yes, describe impacts and any agency coordination or public review completed</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<p>including coordination with the local floodplain administrator. Attach the FEMA map if applicable and any documentation.</p>		
<p>d. Coastal Resources</p>	<p>YES</p>	<p>NO</p>
<p>Will the project occur in or impact a coastal zone as defined by the State's Coastal Zone Management Plan? If yes, discuss the project's consistency with the State's CZMP. Attach the consistency determination if applicable.</p> <p>Montgomery-Gibbs Executive Airport is over 6 miles from the coast. The Project is not within a Coastal Zone.</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
<p>Will the project occur in or impact the Coastal Barrier Resource System as defined by the US Fish and Wildlife Service?</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
<p>e. National Marine Sanctuaries</p>	<p>YES</p>	<p>NO</p>
<p>Is a National Marine Sanctuary located in the project area? If yes, discuss the potential for the project to impact that resource.</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
<p>f. Wilderness Areas</p>	<p>YES</p>	<p>NO</p>
<p>Is a Wilderness Area located in the project area? If yes, discuss the potential for the project to impact that resource.</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
<p>g. Farmland</p>	<p>YES</p>	<p>NO</p>
<p>Is there prime, unique, state, or locally important farmland in/near the project area? Describe any significant impacts from the project.</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>
<p>Does the project include the acquisition and conversion of farmland? If farmland will be converted, describe coordination with the US Natural Resources Conservation and attach the completed Form AD-1006.</p>	<p><input type="checkbox"/></p>	<p><input checked="" type="checkbox"/></p>

h. Energy Supply and Natural Resources	YES	NO
<p>Will the project change energy requirements or use consumable natural resources either during construction or during operations?</p> <p>The Project will use concrete and aggregate. The suppliers of this material will be determined by the contractor, Filanc Construction.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Will the project change aircraft/vehicle traffic patterns that could alter fuel usage either during construction or operations?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Wild and Scenic Rivers	YES	NO
<p>Is there a river on the Nationwide Rivers Inventory, a designated river in the National System, or river under State jurisdiction (including study or eligible segments) near the project?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will the project directly or indirectly affect the river or an area within ¼ mile of its ordinary high water mark?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Solid Waste Management	YES	NO
<p>Does the project (either the construction activity or the completed, operational facility) have the potential to generate significant levels of solid waste? If so, discuss how these will be managed.</p> <p>The Project anticipates producing approximately 1,800 cubic yards of excavated earth that will be hauled to a proper disposal location. This amount of earth is not anticipated to create strain for any disposal facility. The crushed rock that surrounds the existing pad will be temporary moved and reinstalled once the concrete for the parking pad extension is poured and dry.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5-2.b(5) Disruption of an Established Community

	YES	NO
<p>Will the project disrupt a community, planned development or be inconsistent with plans or goals of the community?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Are residents or businesses being relocated as part of the project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(6) Environmental Justice

	YES	NO
Are there minority and/or low-income populations in/near the project area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project cause any disproportionately high and adverse impacts to minority and/or low-income populations? Attach census data if warranted.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(7) Surface Transportation

	YES	NO
Will the project cause a significant increase in surface traffic congestion or cause a degradation of level of service provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project require a permanent road relocation or closure? If yes, describe the nature and extent of the relocation or closure and indicate if coordination with the agency responsible for the road and emergency services has occurred.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(8) Noise

	YES	NO
Will the project result in an increase in aircraft operations, nighttime operations, or change aircraft fleet mix?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
<p>Will the project cause a change in airfield configuration, runway use, or flight patterns either during construction or after the project is implemented?</p> <p>During construction, two San Diego Fire Rescue helicopters will need to be moved away from the construction activity in order to remain operational in the case of fire related emergencies. These helicopters will be staged on Taxiway Charlie and Taxiway Charlie will be closed for use. This Taxiway is only utilized by air traffic during crosswind conditions when aircraft are directed to take off and land on Runway 5/23. During these crosswind conditions when Runway 5/23 needs to be utilized, the two fire helicopters will be moved to the non-movement area near the terminal building. This area is designated as Mid-Port.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does the forecast exceed 90,000 annual propeller operations, 700 annual jet operations or 10 daily helicopter operations or a combination of the above? If yes, a noise analysis may be required if the project would result in a change in operations.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Has a noise analysis been conducted, including but not limited to generated noise contours, a specific point analysis, area equivalent method analysis, or other screening method. If yes, provide that documentation.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Could the project have a significant impact (DNL 1.5 dB or greater increase) on noise levels over noise sensitive areas within the 65+ DNL noise contour?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(9) Air Quality

	YES	NO
<p>Is the project located in a Clean Air Act non-attainment or maintenance area?</p> <p>The Project is in an air quality non-attainment area for the following criteria pollutants: 8 Hour Ozone.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	YES	NO
<p>If yes, is it listed as exempt, presumed to conform or will emissions (including construction emissions) from the project be below <i>de minimis</i> levels (provide the paragraph citation for the exemption or presumed to conform list below, if applicable) Is the project accounted for in the State Implementation Plan or specifically exempted? Attach documentation.</p> <p>Air quality status per the US EPA Green Book:</p> <p>8-Hr Ozone 1997 San Diego County, CA – Moderate, Maintenance</p> <p>8-Hr Ozone 2008 San Diego County, CA – Moderate, Nonattainment</p> <p>The Project is in an air quality non-attainment area for the following criteria pollutants: 8 Hour Ozone.</p> <p>The Project is listed as exempt under the Federal Presumed to conform Actions list under General Conformity, Federal Register (Volume 72, No. 145). It fits under the project category of non-runway pavement work. The Project is not anticipated to have any long term adverse impacts on the subject pollutants. The contractor will be required to implement best practices for dust, erosion, and run-off control throughout the construction process.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Does the project have the potential to increase landside or airside capacity, including an increase of surface vehicles?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Could the project impact air quality or violate local, State, Tribal or Federal air quality standards under the Clean Air Act Amendments of 1990 either during construction or operations?</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b (10) Water Quality

	YES	NO
<p>Are there water resources within or near the project area? These include groundwater, surface water (lakes, rivers, etc.), sole source aquifers, and public water supply. If yes, provide a description of the resource, including the location (distance from project site, etc.).</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Will the project impact any of the identified water resources either during construction or operations? Describe any steps that will be taken to protect water resources during and after construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the project increase the amount or rate of stormwater runoff either during construction or during operations? Describe any steps that will be taken to ensure it will not impact water quality. This parking pad will be subject to local and state storm water pollution prevention plans and best management practices.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Does the project have the potential to violate federal, state, tribal or local water quality standards established under the Clean Water and Safe Drinking Water Acts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are any water quality related permits required? If yes, list the appropriate permits.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(11) Highly Controversial on Environmental Grounds

	YES	NO
Is the project highly controversial? The term "highly controversial" means a substantial dispute exists as to the size, nature, or effect of a proposed federal action. The effects of an action are considered highly controversial when reasonable disagreement exists over the project's risks of causing environmental harm. Mere opposition to a project is not sufficient to be considered highly controversial on environmental grounds. Opposition on environmental grounds by a federal, state, or local government agency or by a tribe or a substantial number of the persons affected by the action should be considered in determining whether or not reasonable disagreement exists regarding the effects of a proposed action.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2.b(12) Inconsistent with Federal, State, Tribal or Local Law

	YES	NO
Will the project be inconsistent with plans, goals, policy, zoning, or local controls that have been adopted for the area in which the airport is located?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	YES	NO
Is the project incompatible with surrounding land uses?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2 .b (13) Light Emissions, Visual Effects, and Hazardous Materials

a. Light Emissions and Visual Effects	YES	NO
Will the proposed project produce light emission impacts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>Will there be visual or aesthetic impacts as a result of the proposed project and/or have there been concerns expressed about visual/aesthetic impacts?</p> <p>Project will involve the expansion of a 120' X 120' concrete parking pad, located adjacent to an existing pad, immediately adjacent to Taxiway Charlie. This Project will not change the visual effects of the area.</p>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Hazardous Materials	YES	NO
Does the project involve or affect hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will construction take place in an area that contains or previously contained hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If the project involves land acquisition, is there a potential for this land to contain hazardous materials or contaminants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will the proposed project produce hazardous and/or solid waste either during construction or after? If yes, how will the additional waste be handled?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5-2 .b (14) Public Involvement

	YES	NO
<p>Was there any public notification or involvement? If yes, provide documentation.</p> <p>City Council Resolution R-311474.</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

5-2 .b (15) Indirect/Secondary/Induced Impacts

	YES	NO
Will the project result in indirect/secondary/induced impacts?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
When considered with other past, present, and reasonably foreseeable future projects, on or off airport property and regardless of funding source, would the proposed project result in a significant cumulative impact?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Permits

List any permits required for the proposed project that have not been previously discussed. Provide details on the status of permits.

This project has been deemed an emergency project by the City of San Diego and is not anticipated to require any permits.

Environmental Commitments

List all measures and commitments made to avoid, minimize, mitigate, and compensate for impacts on the environment, which are needed for this project to qualify for a CATEX.

Implementation of the following Mitigation Measures **BIO-1, BIO-2, BIO-3, BIO-4, and BIO-5** would reduce potential impacts from construction to below the level of significance:

BIO-1 Project Biologist - Prior to the pre-construction meeting and the start of any project work the owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist), as defined in the City of San Diego's Biological Guidelines (2018), has been retained to implement the project's biological monitoring program. The biologist(s) shall be knowledgeable of vernal pool species biology and ecology, and burrowing owl biology and ecology. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project. The project biologist will perform the following duties:

I. Prior to Construction

- A. **Pre-Construction Meeting** – The Qualified Biologist(s) shall attend the pre-construction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- B. **Biological Documents** – The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, MSCP, VPHCP, ESL Ordinance, project permit conditions, CEQA, endangered species acts (ESAs), and/or other local, state, or federal requirements.
- C. **Biological Construction Mitigation/Monitoring Exhibit** – The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME), which includes the biological documents in B above. In addition, it includes: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, vernal pool buffer, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the

project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.

- D. Resource Delineation** – Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing (or equivalent) along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. The Qualified Biologist shall oversee the installation of erosion control measures within and upslope of vernal pools. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora and fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- E. Education** – Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna. At a minimum, training shall include (1) the purpose for resource protection; (2) a description of the vernal pool species and their habitat(s); (3) the conservation measures that must be implemented during project construction to conserve the vernal pool species, including strictly limiting activities, and vehicles, equipment, and construction materials to the fenced project footprint to avoid sensitive resource areas in the field (i.e., avoided areas delineated on maps or on the project site by fencing); (4) environmentally responsible construction practices as outlined in measures 5, 6 and 7; (5) the protocol to resolve conflicts that may arise at any time during the construction process; and (6) the general provisions of the project's mitigation monitoring and reporting program (MMRP), the need to adhere to the provisions of Federal Endangered Species Act (FESA), and the penalties associated with violating FESA.
- F. Avian Protection Requirements** – To avoid direct impacts to avian species identified as a listed, candidate, sensitive, or special status species in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City Development Services Department for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable state and federal law (i.e., appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The

report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Qualified Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

II. During Construction

- A. **Monitoring** – All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. The Qualified Biologist shall periodically monitor the work area to ensure that work activities do not generate excessive amounts of dust.
- B. **Monitoring (Vernal Pools)** - The Qualified Biologist shall inspect the fencing and erosion control measures within and upslope of vernal pool preservation areas a minimum of once per week and daily during all rain events to ensure that any breaks in the fence or erosion control measures are repaired immediately.
- C. **Subsequent Resource Identification** – The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna on site (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state, or federal regulations have been determined and applied by the Qualified Biologist.
- D. **Stop Work** – Halt work, if necessary, and confer with the City to ensure the proper implementation of species and habitat protection measures. The biologist shall report any violation to the City with 24 hours of its occurrence.
- E. **Reporting** – Submit regular (e.g. weekly) letter reports to MMC and the City representative during project construction. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR shall be e-mailed to MMC on the first day of monitoring, the first week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.

III. Post Construction Measures

- A. **Final Report** - Submit a final report following completion of construction. The final report shall include as-built construction drawings with an overlay of habitat that was impacted and avoided, photographs of habitat areas that were avoided, and other relevant summary information documenting that authorized impacts were not exceeded and that general compliance with all conservation measures was achieved. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City

Biology Guidelines, ESL and MSCP, VPHCP, State CEQA, and other applicable local, state, and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

BIO-2: Vernal Pools

The following Mitigation Measures are required to prevent potential impacts to Vernal Pools from construction activities and are taken directly from the VPHCP:

1. Any development adjacent to the MHPA shall be constructed to slope away from the extant pools to be avoided, to ensure that runoff from the project does not flow into the pools.
2. Covered projects shall require temporary fencing (with silt barriers) of the limits of project impacts (including construction staging areas and access routes) to prevent additional vernal pool impacts and prevent the spread of silt from the construction zone into adjacent vernal pools. Fencing shall be installed in a manner that does not impact habitats to be avoided. Final construction plans shall include photographs that show the fenced limits of impact and all areas of vernal pools to be impacted or avoided. If work inadvertently occurs beyond the fenced or demarcated limits of impact, all work shall cease until the problem has been remedied to the satisfaction of the City. Temporary construction fencing shall be removed upon project completion.
3. Impacts from fugitive dust that may occur during construction grading shall be avoided and minimized through watering and other appropriate measures.
 - a. A qualified monitoring biologist that has been approved by the City shall be on-site during project construction activities to ensure compliance with all construction measures identified in the CEQA environmental document. The biologist shall be knowledgeable of vernal pool species biology and ecology. The biologist shall perform the following duties: Oversee installation of and inspect the fencing and erosion control measures within or upslope of vernal pool restoration and/or preservation areas a minimum of once per week and daily during all rain events to ensure that any breaks in the fence or erosion control measures are repaired immediately.
 - b. Periodically monitor the work area to ensure that work activities do not generate excessive amounts of dust.
 - c. Train all contractors and construction personnel on the biological resources associated with this project and ensure that training is implemented by construction personnel. At a minimum, training shall include (1) the purpose for resource protection; (2) a description of the vernal pool species and their habitat(s); (3) the conservation measures that must be implemented during project construction to conserve the vernal pool species, including strictly limiting activities, and vehicles, equipment, and construction materials to the fenced project footprint to avoid sensitive resource areas in the field (i.e., avoided areas delineated on maps or on the project site by fencing); (4) environmentally responsible construction practices as outlined in measures 5, 6 and 7; (5) the protocol to resolve conflicts that may arise at any time during the construction process; and (6) the general provisions of the project's mitigation monitoring and reporting program (MMRP), the need to adhere to the provisions of FESA, and the penalties associated with violating FESA.

- d. Halt work, if necessary, and confer with the City to ensure the proper implementation of species and habitat protection measures. The biologist shall report any violation to the City within 24 hours of its occurrence.
 - e. Submit regular (e.g., weekly) letter reports to the City during project construction and a final report to the City following completion of construction. The final report shall include as-built construction drawings with an overlay of habitat that was impacted and avoided, photographs of habitat areas that were avoided, and other relevant summary information documenting that authorized impacts were not exceeded and that general compliance with all conservation measures was achieved.
- 4. The following conditions shall be implemented during project construction:
 - a. Employees shall strictly limit their activities, vehicles, equipment, and construction materials to the fenced project footprint.
 - b. The project site shall be kept as clean of debris as possible. All food-related trash items shall be enclosed in sealed containers and regularly removed from the site.
 - c. Disposal or temporary placement of excess fill, brush, or other debris shall be limited to areas within the fenced project footprint.
- 5. All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities shall occur in designated areas within the fenced project impact limits. These designated areas shall be located in previously compacted and disturbed areas to the maximum extent practicable in such a manner as to prevent any runoff from entering the vernal pools or their watersheds and shall be shown on the construction plans. Fueling of equipment shall take place within existing paved areas greater than 100 feet from the vernal pools or their watersheds. Contractor equipment shall be checked for leaks prior to operation and repaired as necessary. A spill kit for each piece of construction equipment shall be on-site and must be used in the event of a spill. "No-fueling zones" shall be designated on construction plans.
- 6. Grading activities immediately adjacent to vernal pools shall be timed to avoid wet weather to minimize potential impacts (e.g., siltation) to the vernal pools unless the area to be graded is at an elevation below the pools. To achieve this goal, grading adjacent to avoided pools shall comply with the following:
 - a. Grading shall occur only when the soil is dry to the touch both at the surface and 1 inch below. A visual check for color differences (i.e., darker soil indicating moisture) in the soil between the surface and 1 inch below indicates whether the soil is dry.
 - b. After a rain of greater than 0.2-inch, grading shall occur only after the soil surface has dried sufficiently as described above, and no sooner than 2 days (48 hours) after the rain event ends.
 - c. To prevent erosion and siltation from storm water runoff due to unexpected rains, best management practices (i.e., silt fences) shall be implemented as needed during grading.
 - d. If rain occurs during grading, work shall stop and resume only after soils are dry, as described above.
 - e. Grading shall be done in a manner to prevent runoff from entering preserved vernal pools.
 - f. If necessary, water spraying shall be conducted at a level sufficient to control fugitive dust but not to cause runoff into vernal pools.

- g. If mechanized grading is necessary, grading shall be performed in a manner to minimize soil compaction (i.e., use the smallest type of equipment needed to feasibly accomplish the work).
- 7. Permanent protective fencing along any interface with developed areas and/or use other measures approved by the City to deter human and pet entrance into on- or off-site habitat shall be installed. Fencing shall be shown on the development plans and should have no gates (except to allow access for maintenance and monitoring of the biological conservation easement areas) and be designed to prevent intrusion by pets. Signage for the biological conservation easement area shall be posted and maintained at conspicuous locations. The requirement for fencing and/or other preventative measures shall be included in the project's mitigation program.

In addition to the mitigation measures listed above, the following project specific mitigation measures shall be implemented to protect vernal pools:

- A. **Culvert Inlet Protection** – Prior to the start of any construction work, storm drain inlet protection BMP's shall be installed at the culvert/drainage on the south corner of the building. The BMP's shall be installed to prevent any silt, toxins, or construction debris from entering the drainage and the adjacent vernal pools.
- B. **Vehicles and Construction Equipment** – All construction equipment shall be washed/cleaned prior to entering the project area and after exiting the project area to prevent the spread of invasive species and fairy shrimp cysts.

BIO-3: California Gnatcatcher

Prior to the issuance of any grading permit, Notice to Proceed (NTP), or Pre-construction meeting, the City Deputy Director (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

No clearing, grubbing, grading, or other construction activities shall occur between March 1 and August 15, the breeding season of the coastal California gnatcatcher, until the following requirements have been met to the satisfaction of the city manager:

- A. A qualified biologist (possessing a valid endangered species act section 10(a)(1)(a) recovery permit) shall survey those habitat areas within the MHPA that would be subject to construction noise levels exceeding 60 decibels [dB(A)] hourly average for the presence of the coastal California gnatcatcher. Surveys for the coastal California gnatcatcher shall be conducted pursuant to the protocol survey guidelines established by the U.S. Fish and Wildlife service within the breeding season prior to the commencement of any construction. If gnatcatchers are present, then the following conditions must be met:
 - i. Between March 1 and August 15, no clearing, grubbing, or grading of occupied gnatcatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; and

- ii. Between March 1 and August 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB (A) hourly average at the edge of occupied gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB (A) hourly average at the edge of occupied habitat must be completed by a qualified acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the city representative at least two weeks prior to the commencement of construction activities. Prior to the commencement of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; or
- iii. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(A) hourly average at the edge of habitat occupied by the coastal California gnatcatcher. Concurrent with the commencement of construction activities and the construction of necessary noise attenuation facilities, noise monitoring* shall be conducted at the edge of the occupied habitat area to ensure that noise levels do not exceed 60 dB (A) hourly average. If the noise attenuation techniques implemented are determined to be inadequate by the qualified acoustician or biologist, then the associated construction activities shall cease until such time that adequate noise attenuation is achieved or until the end of the breeding season (August 16).

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

- B. If coastal California gnatcatchers are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the city manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between March 1 and August 15 as follows:
 - i. If this evidence indicates the potential is high for coastal California gnatcatcher to be present based on historical records or site conditions, then condition A.iii shall be adhered to as specified above.
 - ii. If this evidence concludes that no impacts to this species are anticipated, no mitigation measures would be necessary.

BIO-4: Revegetation of Temporary Impacts

Following completion of all construction work, any areas where soils were temporarily disturbed and not developed, shall be revegetated for erosion control, in accordance with the City's Landscape Standards and biological guidelines. A native low-grow upland seed mix shall be applied via hydroseed to all areas temporarily impacted. The Project Biologist will be responsible for developing the seed palette and must submit to MMC and the City's Representative for approval. Revegetated areas will be maintained and monitored for a minimum of 25-months to ensure successful erosion control.

BIO-5: Installation of Barrier

Following completion of all construction work, a barrier shall be installed along both sides of the access road from Ponderosa Ave to the control tower parking lot to prevent unauthorized access into the MHPA and adjacent sensitive habitat. The barrier shall also be installed along the north-eastern boundary of the project site. The barrier design shall prevent vehicle access into environmentally sensitive areas and may consist of poles 3 to 4 feet tall with a rope or chain ran between the poles. The design of the barrier must be approved by Airport staff prior to installation and the installation must be monitored by a qualified vernal pool biologist. Signage for environmentally sensitive areas shall be posted and maintained at conspicuous locations along the barrier.

Preparer Information

Point of Contact: Cindy Dunn		
Address: 3750 John J. Montgomery Drive		
City: San Diego	State: CA	Zip Code: 92123
Phone: 858 361-5625	Email Address: cdunn@sandiego.gov	

Signature: 

Date: 3/11/2020

Airport Sponsor Information and Certification (may not be delegated to consultant)

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

Point of Contact: Jorge Rubio		
Address: 3750 John J. Montgomery Drive		
City: San Diego	State: CA	Zip Code: 92123
Phone Number: 858 573-1441	Email Address: jerubio@sandiego.gov	
Additional Name(s): Charlie Broadbent	Additional Email Address(es): Cbroadbent@sandiego.gov	

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: 

Date: 05/12/2020

FAA Decision

Having reviewed the above information, it is the FAA's decision that the proposed project (s) or development warrants environmental processing as indicated below.

Name of Airport, LOC ID, and location:

Project Title:

- No further NEPA review required. Project is categorically excluded per (cite applicable 1050.1.F CATEX that applies:)
- ..An Environmental Assessment (EA) is required.
- ..An Environmental Impact Statement (EIS) is required.
- ..The following additional documentation is necessary for FAA to perform a complete environmental evaluation of the proposed project.

Name:

Title:

Responsible FAA Official

Signature: _____

Date:



**DEPARTMENT OF PARKS AND RECREATION
OFFICE OF HISTORIC PRESERVATION**

Lisa Ann L. Mangat, Director

Julianne Polanco, State Historic Preservation Officer

1725 23rd Street, Suite 100, Sacramento, CA 95816-7100

Telephone: (916) 445-7000 FAX: (916) 445-7053

calshpo.ohp@parks.ca.gov www.ohp.parks.ca.gov

March 5, 2020

Reply In Reference To: FAA_2019_0429_001

Gail Campos
Environmental Protection Specialist
Federal Aviation Administration
Western-Pacific Region, LA Airports District Office
777 S. Aviation Blvd., Suite #150
Los Angeles, CA 90009

RE: Parking Pad Expansion Project, Montgomery Field Airport, San Diego, San Diego County, California

Dear Ms. Campos:

The Federal Aviation Administration (FAA) is consulting with the State Historic Preservation Officer (SHPO) in order to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), as amended, and its implementing regulations at 36 CFR Part 800. The FAA is requesting concurrence with a finding of no historic properties affected.

The FAA and the County of San Diego are planning a parking pad expansion at Montgomery Field Airport. Project components include the installation of a concrete pad, modular wetland, underground water storage vault, and drainage infrastructure. The maximum depth of excavation required for the wetland, vault and drainage aspects is approximately five feet below ground level. In prior consultation, SHPO agreed that the undertakings Area of Potential Effects (APE) was sufficient to account for direct and indirect effects to historic properties.

In an effort to identify historic properties in the APE, the FAA performed a records search at the South Coastal Information Center. No historic properties were identified. A pedestrian archaeological survey confirmed these findings.

The FAA received a list of Indian tribes from the Native American Heritage Commission that might have additional information about APE. The FAA wrote to the contacts on the list and received responses from three tribes. The Campo Band of Mission Indians requested that a cultural monitor from the Campo participate in future surveys and ground-disturbing activities because of the rich Kumeyaay history in the area. The San Pasqual Band of Mission Indians requested extreme care during excavation. The Viejas Band of Kumeyaay Indians requested a Kumeyaay cultural monitor during ground-disturbing activities.

Having reviewed your submittal, SHPO offers the following comments:

- 1) SHPO concurs with the FAA's No Historic Properties Affected finding;
- 2) SHPO recommends the FAA accommodate any requests for the monitoring of ground disturbance related to the undertaking;
- 3) Please be reminded that in the event of an unanticipated discovery or a change in the scale or scope of the project, the FAA may have additional consultation responsibilities under 36 CFR Part 800.

If the FAA has any questions or comments, please contact staff historian Tristan Tozer at (916) 445-7027 or at Tristan.Tozer@parks.ca.gov.

Sincerely,



Julianne Polanco
State Historic Preservation Officer



Campo Band of Mission Indians

Chairman Ralph Goff
Vice-Chairman Harry P. Cuero Jr.
Secretary Kerm Shipp
Treasurer Marcus Cuero
Committee Brian Connolly Sr.
Committee Steven M. Cuero
Committee Benjamin Dyche

November 14, 2018

Gail Campos

Environmental Protection Specialist

US Department of Transportation, Federal Aviation Administration

Western-Pacific Region Office of Airports

777 South Aviation Boulevard, Suite 150

El Segundo, CA 90245

Dear Ms. Campos

Subject: Proposed Fire Rescue Facility and Parking Pad Expansions, Montgomery Field Airport

After review of Proposed Fire Rescue Facility and Parking Pad Expansions, Montgomery Field Airport project, Campo Band of Mission Indians concludes these areas have a rich history for the Kumeyaay people. There were many villages throughout the Kumeyaay territory. Much of that history was lost when the Kumeyaay people were relocated to other areas. Campo Band of Mission Indians requests to have cultural monitors from Campo be present for all future surveys and ground disturbing activities, to ensure Kumeyaay cultural resource are not overlooked. Please feel free to contact Marcus Cuero at marcuscuero@campo-nsn.gov or by phone (619) 478-9046, if you have questions or concerns.

Sincerely,

Ralph Goff

Chairman

Campo Band of Mission Indians



SAN PASQUAL BAND OF MISSION INDIANS

SAN PASQUAL RESERVATION

July 31, 2019

TRIBAL COUNCIL

Stephen W. Cope
Chairman

Justin Quis Quis
Vice Chairman

Tilda M. Green
Secretary-Treasurer

David L. Toler
Councilman

Joe Chavez
Councilman

Federal Aviation Administration
Attn: Gail M. Campos, Environmental Protection Specialist
777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

Dear Ms. Campos,

RE: Proposed Parking Pad Expansions
Montgomery Field Airport
San Diego, California
Government-to-Government Consultation Initiation

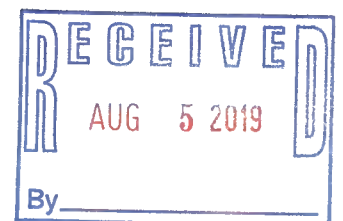
After review of proposed project, we recognize the importance of aviation safety and the need for improvements. As the San Diego region grows, this kind of infrastructure is in much need.

As this project will require excavation, we become concerned for the possibility of disturbing the remaining cultural resources at the site. It would be reassuring to us if extreme care is taken at time of excavation. The Kumeyaay monitors will pay much attention as this phase of project moves forward.

Should you need additional information, please contact us at the Tribal Office, (760) 749-3200 ext. 5176.

Sincerely,

David L. Toler
Councilman



P.O. Box 365 • 16400 KUMEYAAY WAY, VALLEY CENTER, CA 92082

VIEJAS

TRIBAL GOVERNMENT

P.O. Box 908
Alpine, CA 91903
#1 Viejas Grade Road
Alpine, CA 91901

Phone: 619445.3810
Fax: 619445.5337
viejas.com

July 23, 2019

Gail M. Campos
Environmental Protection Specialist
US DOT, FAA
777 S. Aviation Blvd., Suite 150
El Segundo, CA 90245

RE: Parking Pad Expansion, Montgomery Field Airport Project

Dear Ms. Campos,

The Viejas Band of Kumeyaay Indians ("Viejas") has reviewed the proposed project and at this time we have determined that the project site has cultural significance or ties to Viejas.

Viejas Band request that a Kumeyaay Cultural Monitor be on site for ground disturbing activities to inform us of any new developments such as inadvertent discovery of cultural artifacts, cremation sites, or human remains.

Please call me at 619-659-2312 or Ernest Pingleton at 619-659-2314 or email, rteran@viejas-nsn.gov or epingleton@viejas-nsn.gov , for scheduling. Thank you.

Sincerely,



Ray Teran, Resource Management
VIEJAS BAND OF KUMEYAAY INDIANS

May 13, 2020

Jorge Rubio
Deputy Director, Airports
City of San Diego
3750 John J. Montgomery Drive
San Diego, CA 92123

Dear Mr. Rubio:

Montgomery Field Airport (MYF)
Fire-Rescue Air Operations Parking Pad Extension
Categorical Exclusion Approval

The Federal Aviation Administration (FAA) has determined that the proposed project is Categorically Excluded pursuant to FAA Order 1050.1F, as it relates to the National Environmental Policy Act of 1969, as amended (NEPA). Therefore, no further federal environmental disclosure documentation for this project is necessary for NEPA purposes.

In the event that you do not begin the above identified projects within 3 years, of this Categorical Exclusion Approval, additional environmental review may be necessary (See Section 202(c)(3)(a) of FAA Order 5050.4B, *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions*).

This letter notifies you that the proposed project has complied with NEPA only. This is not a notice of final project approval or funding availability.

Feel free to contact me if you have any questions regarding this matter. I can be reached via phone at (424) 405-7269 or email at gail.campos@faa.gov.

Sincerely,

Gail Campos
Environmental Protection Specialist

EXHIBIT L

CONTRACTOR'S COMPENSATION RATE SCHEDULE

San Diego Change Order Labor Rates
Updated 8/18/2020

7/01/20-6/30/21

JR FILANC CONSTRUCTION COMPANY, INC.			ST		OT		DT	
			Base	Burdened	Base	Burdened	Base	Burdened
SAN DIEGO COUNTY	CARPENTERS SD	FOREMAN	46.56	85.55	69.84	115.96	93.12	146.37
SAN DIEGO COUNTY	CARPENTERS SD	JOURNEYMAN	43.56	81.63	65.34	110.08	87.12	138.53
SAN DIEGO COUNTY	CARPENTERS SD	JOURNEYMAN + \$1	44.56	82.93	66.84	112.04	89.12	141.14
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 1ST PERIOD	19.60	43.92	29.40	56.72	39.20	69.52
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 2ND PERIOD	21.78	46.76	32.67	60.99	43.56	75.22
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 3RD PERIOD	26.14	53.77	39.21	70.84	52.28	87.91
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 4TH PERIOD	28.31	61.70	42.47	80.20	56.62	98.69
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 5TH PERIOD	30.49	64.55	45.74	84.47	60.98	104.38
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 6TH PERIOD	32.67	67.40	49.01	88.74	65.34	110.08
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 7TH PERIOD	34.85	70.25	52.28	93.01	69.70	115.78
SAN DIEGO COUNTY	CARPENTERS SD	APPRENTICE - 8TH PERIOD	39.20	75.93	58.80	101.54	78.40	127.14
SAN DIEGO COUNTY	MILLWRIGHT SD	FOREMAN	47.06	86.40	70.59	117.14	94.12	147.88
SAN DIEGO COUNTY	MILLWRIGHT SD	JOURNEYMAN	44.06	82.48	66.09	111.26	88.12	140.04
SAN DIEGO COUNTY	MILLWRIGHT SD	CERTIFIED WELDER	45.06	83.79	67.59	113.22	90.12	142.65
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 1ST PERIOD	22.03	47.29	33.05	61.68	44.06	76.07
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 2ND PERIOD	24.23	50.17	36.35	65.99	48.46	81.82
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 3RD PERIOD	26.44	54.36	39.66	71.63	52.88	88.90
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 4TH PERIOD	28.64	62.34	42.96	81.04	57.28	99.75
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 5TH PERIOD	30.84	65.21	46.26	85.35	61.68	105.50
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 6TH PERIOD	33.05	68.10	49.58	89.68	66.10	111.27
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 6TH PERIOD WELDER	34.05	69.40	51.08	91.64	68.10	113.88
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 7TH PERIOD	35.25	70.97	52.88	94.00	70.50	117.02
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 8TH PERIOD	37.45	73.85	56.18	98.31	74.90	122.77
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 9TH PERIOD	39.65	76.72	59.48	102.62	79.30	128.52
SAN DIEGO COUNTY	MILLWRIGHT SD	APPRENTICE - 10TH PERIOD	41.86	79.61	62.79	106.95	83.72	134.29
SAN DIEGO COUNTY	LABORERS SD	GENERAL FOREMAN	40.26	77.34	60.39	103.63	80.52	129.93
SAN DIEGO COUNTY	LABORERS SD	FOREMAN (G4)	39.01	75.70	58.52	101.18	78.02	126.66
SAN DIEGO COUNTY	LABORERS SD	FOREMAN SD OE OSCAR GARCIA **CURRENT OE FRM RATE**	58.95	101.75	85.52	136.46	111.52	170.43
SAN DIEGO COUNTY	LABORERS SD	FOREMAN MEESTER	40.87	78.13	61.31	104.83	81.74	131.52
SAN DIEGO COUNTY	LABORERS SD	JOURNEYMAN - GROUP 1	35.30	70.86	52.95	93.91	70.60	116.97
SAN DIEGO COUNTY	LABORERS SD	JOURNEYMAN - GROUP 2	35.76	71.46	53.64	94.82	71.52	118.17
SAN DIEGO COUNTY	LABORERS SD	JOURNEYMAN - GROUP 3 PTO	36.17	71.99	54.26	95.62	72.34	119.24
SAN DIEGO COUNTY	LABORERS SD	JOURNEYMAN - GROUP 4 (PIPELAYER)	37.01	73.09	55.52	97.26	74.02	121.44
SAN DIEGO COUNTY	LABORERS SD	JOURNEYMAN - GROUP 5	40.28	77.36	60.42	103.67	80.56	129.98
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 1ST PERIOD	18.51	39.02	27.77	51.11	37.02	63.20
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 2ND PERIOD	20.36	41.44	30.54	54.74	40.72	68.04
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 3RD PERIOD	22.21	43.86	33.32	58.36	44.42	72.87
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 4TH PERIOD	25.91	48.69	38.87	65.62	51.82	82.54
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 5TH PERIOD	29.61	53.52	44.42	72.87	59.22	92.21
SAN DIEGO COUNTY	LABORERS SD	APPRENTICE - 6TH PERIOD	31.46	55.94	47.19	76.49	62.92	97.04
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX A - GROUP 6 CURRENT ** (Articulated Dump)	51.03	100.94	76.55	134.27	102.06	167.61
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX A - GROUP 8 CURRENT **(GRADE CHECKER, BACKHOE)	51.14	101.09	76.71	134.49	102.28	167.89
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX A - GROUP 8 FOREMAN CURRENT* *(GRADE CHECKER)	53.14	103.70	79.71	138.41	106.28	173.12
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX B - GROUP 9 CRANE (26-50T) CURRENT**	51.60	101.69	77.40	135.39	103.20	169.09
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX B - GROUP 10 CRANE (51 to 100T) CURRENT **	52.60	102.99	78.90	137.35	105.20	171.71
SAN DIEGO COUNTY	OPERATING ENGINEER	APPENDIX B - GROUP 11 CRANE (101 to 200T) CURRENT **	53.60	104.30	80.40	139.31	107.20	174.32
SAN DIEGO COUNTY	PLUMBER/PIPEFITTER	JOURNEYMAN SDI-2020-1** CURRENT EXP 8/31/2020	51.38	96.34	77.07	129.90	102.76	163.46
11 SOUTHERN COUNTIES	CEMENT MASONS (So	FOREMAN So Cal	41.50	82.55	62.25	109.66	83.00	136.76
11 SOUTHERN COUNTIES	CEMENT MASONS (So	JOURNEYMAN So Cal	38.50	78.63	57.75	103.78	77.00	128.93

**J.R. FILANC CONSTRUCTION COMPANY, INC.
LABOR RATES (AUGUST 2020)**

PROJECT: FIRE-RESCUE AIR OPS FACILITY PARKING PAD

RFQ NO: K-18-1682-RFQ-3

BID NO: K-21-1949-EMR-3

SAP NO. (WBS/IO/CC): S-18007

LABOR CRAFT	LABOR CLASSIFICATION	RATE/HR
PROJECT MANAGEMENT	Project Manager	\$ 130.00
PROJECT ENGINEERING	Project Engineer	\$ 75.00
PROJECT DESIGN	Senior Design Engineer	\$ 171.00
PROJECT DESIGN	Design Engineer	\$ 125.00
PRE-CONSTRUCTION MANAGER	Pre-Construction Manager	\$ 116.00
SAFETY ENGINEER	Safety Engineer	\$ 80.00
PROJECT ESTIMATING	Estimator	\$ 116.00
PROJECT ADMINISTRATION	Contract Administrator	\$ 60.00
PROJECT ADMINISTRATION	Project Administrator	\$ 45.00
PROJECT SUPERINTENDENT	Superintendent	\$ 98.00

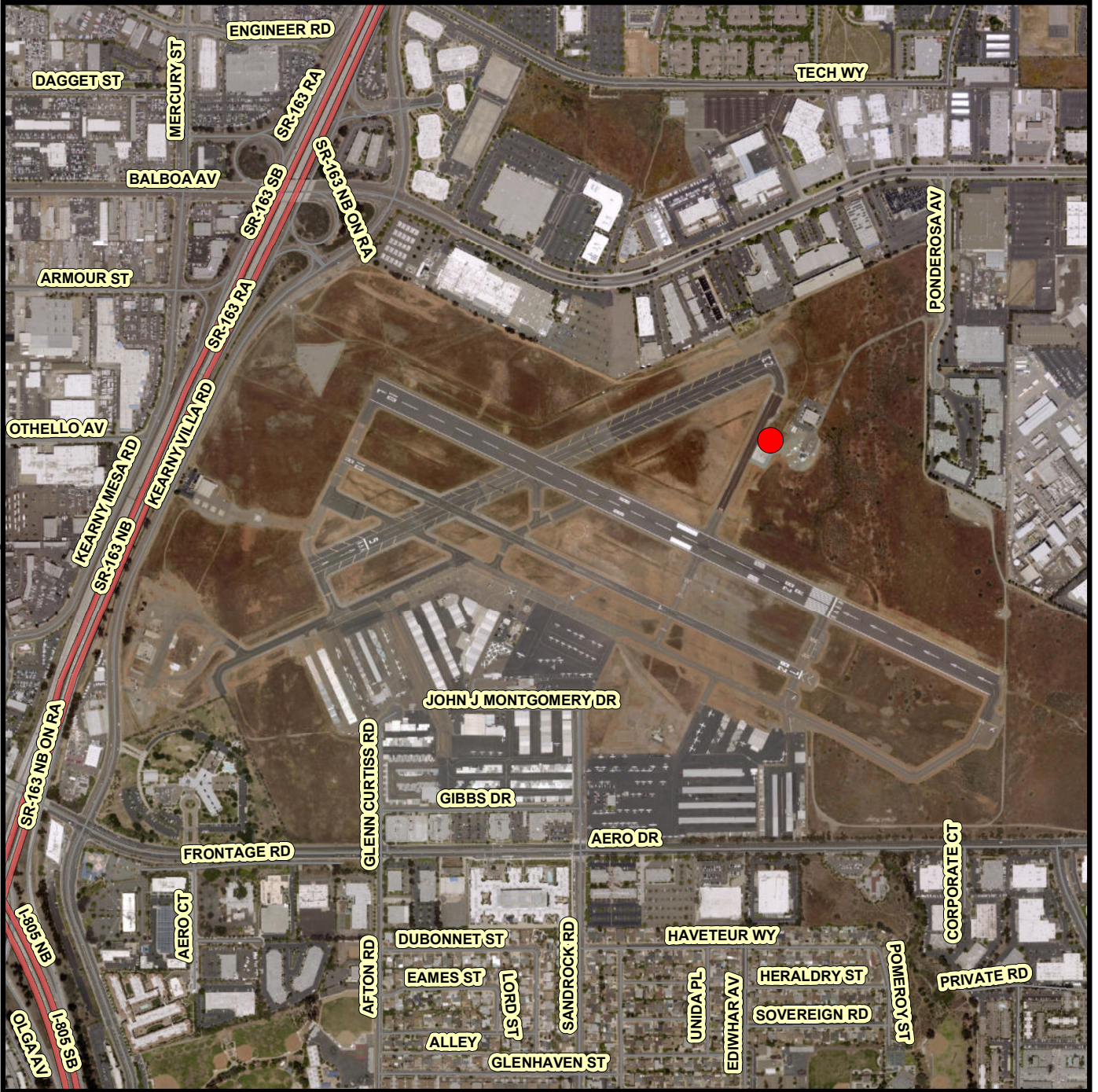
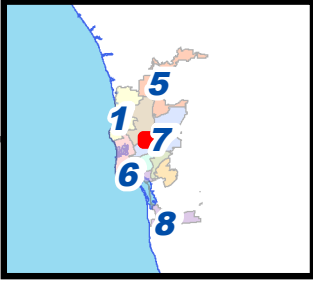
EXHIBIT M
LOCATION MAP

Fire Rescue Air Ops Facility Parking Pad

SENIOR ENGINEER
Jong Choi
619-533-5493

PROJECT MANAGER
Manuel Gonzalez
619-533-3471

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



Legend

 Area of Work



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EXHIBIT N

CONTRACTOR'S NOTES FOR EMERGENCY PROJECTS

CONTRACTOR'S NOTES

1. 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. CONSTRUCTION STORM WATER PROTECTION NOTES
 - a. TOTAL SITE DISTURBANCE AREA: .516(ACRES)
 - b. HYDROLOGIC UNIT/WATERSHED: San DIEGO/San DIEGO River WMA_
 - c. HYDROLOGIC SUBAREA NAME & NO: Mission San Diego/907.11
 - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 - MWPCP
 - WPCPTHE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 - WPPPTHE 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 2 3
LUP: RISK TYPE 1 2 3
 - e. CONSTRUCTION SITE PRIORITY
 - ASBS HIGH MEDIUM LOW

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

4. CONTRACTOR TO EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE EXACT SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
5. CITY FORCES, WHEN CALLED OUT SHALL MAKE PERMANENT CUTS & PLUGS, CONNECTIONS, ETC. EXISTING MAINS SHALL BE KEPT IN SERVICE IN LIEU OF HIGH-LINING.
6. STORM DRAIN INLETS ARE TO REMAIN FUNCTIONAL/OPERATIONAL AT ALL TIMES DURING CONSTRUCTION.
7. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A ONE FOOT VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
8. CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER IMMEDIATELY IF A 6-INCH VERTICAL SEPARATION (FROM OUTSIDE PIPE WALL TO OUTSIDE PIPE WALL) BETWEEN UTILITIES OTHER THAN SEWER AND WATER MAINS CANNOT BE MAINTAINED.
9. CONTRACTOR TO MAINTAIN A MINIMUM 3' OF COVER OVER TOP OF WATER MAIN.
10. CONTRACTOR SHALL RESTORE ALL TRENCHES ON THE PAVEMENT WORKED BY CITY FORCES AFTER FINAL CONNECTION.
11. CONTRACTOR SHALL PROVIDE A 1-FOOT SAND CUSHION OR A MINIMUM 6-INCH SAND CUSHION WITH 1-INCH NEOPRENE PAD FOR ALL CROSSINGS WHERE VERTICAL CLEARANCE BETWEEN CROSSINGS IS 1-FOOT OR LESS.
12. POTHOLE ALL UTILITIES THAT CROSS PROPOSED WATER MAIN BEFORE TRENCHING
13. WHEN APPLICABLE, EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT EXACT.
14. FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES OR LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (616) 524-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.

EXHIBIT O

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

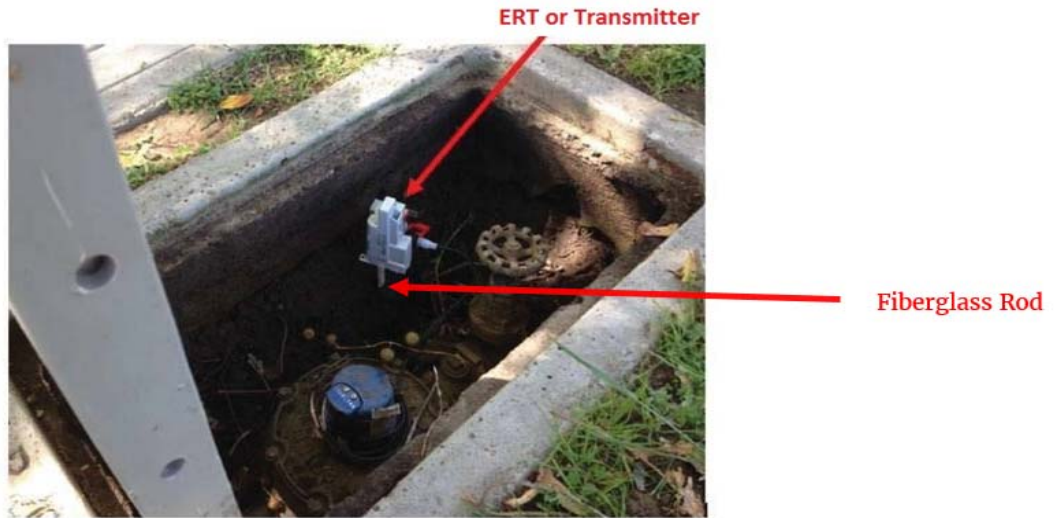


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.

EXHIBIT P

SAMPLE CITY INVOICE

EXHIBIT Q

TECHNICAL SPECIFICATION REPORT

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

EXHIBIT R

PLANS FOR AIR FIRE RESCUE FACILITY PAD

<https://filecloud.sandiego.gov/url/hqbjqdneuuj4dy4r>