

City of San Diego

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S. Bliss / A. Jaro / W. Falkenstein



PROPOSAL DOCUMENTS (1-Step RFP)



FOR

HILLSIDE DR (SD SYST INSTALL/RESURFACE) IMPROV

RFP NO.:	<u>K-21-1951-DB1-3</u>
SAP NO. (WBS/IO/CC):	<u>B-20151</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>1</u>
PROJECT TYPE:	<u>ID</u>

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

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

PROPOSALS DUE:
12:00 NOON
SEPTEMBER 3, 2020

DEPUTY CITY ENGINEER

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

Mastaneh Ashrafzadeh 7/22/2020
For City Engineer Date

Seal:



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REQUEST FOR PROPOSAL

1. INTRODUCTION AND PROJECT OVERVIEW

1.1. SOLICITATION

- 1.1.1.** This is the City of San Diego's (City) solicitation process to acquire Design-Build services for the **Hillside Dr (SD Syst Install/Resurface) Improv** Design-Build project.
- 1.1.2.** This RFP describes the Project, the required Scope of Work and Services, the Design-Builder selection process, the minimum information that shall be included in the Proposal for this Project and the terms and conditions governing the Work. Failure to submit all requested information in accordance with the requirements of this Request for Proposal (RFP) may be cause for disqualification.
- 1.1.3.** Each Proposal, properly executed as required by this RFP, shall constitute a firm offer which may be accepted by the City within the time specified in the Proposal.
- 1.1.4.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 1.1.5.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public, shall receive prior written approval from the City.
- 1.1.6.** The Design-Builder, by submitting a response to this RFP, agrees to provide the required services for the terms and conditions noted in this RFP and its exhibits if awarded by the City. The agreement and other terms and conditions are included in the Design-Build Contract and The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 1.1.7.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity. It is the responsibility of the Design-Build entity to obtain the required legal advice necessary to resolve such matters.

2. SUMMARY OF WORK: This is the City's solicitation process to acquire Design-Build services to flatten Hillside Drive approach to Torrey Pines Road to alleviate any bottoming out of vehicles, install storm drain system and retaining walls, replacement of concrete street panels segment SS-013573 and resurfacing of intersection at Hillside Drive and Amalfi Street.

3. FULL AND OPEN COMPETITION: This contract is open to full competition and may be bid on by Contractors who are on the City's current Prequalified Contractors' List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov> .

4. **PROPOSAL DUE DATE AND TIME ARE: SEPTEMBER 3, 2020 at 12:00 PM.**
5. **ESTIMATED PROJECT COST:** The City’s estimated cost for this project is **\$680,000.**
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**
7. **CONTRACT PERIOD:** The Project shall be completed within **231 Working Days** from the Notice to Proceed (NTP).
8. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
9. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.

9.1. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	12.3%
2.	ELBE participation	12.8%
3.	Total mandatory participation	25.1%

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

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

9.2.2 Proposer’s submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Proposer made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

Due to circumstances related to Covid-19, until further notice, all submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via a File Cloud link provided by the Contract Specialist to all bidders.

Upon circumstances returning to normal business as usual, the GFE shall once again be submitted to:
 Engineering & Capital Projects Department, Contracts Division
 525 B Street, Suite 750, (7th Floor)
 San Diego, CA 92101
 Attention: Ron McMinn

10. SELECTION AND AWARD SCHEDULE:

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

10.2 Proposal Due Date **SEPTEMBER 3, 2020**

10.3 Selection and Notification **OCTOBER 8, 2020**

10.4 Limited Notice to Proceed **NOVEMBER 5, 2020**

INSTRUCTIONS TO PROPOSERS AND GENERAL CONDITIONS

1. PREQUALIFICATION OF CONTRACTORS AND CALIFORNIA STATE LICENSE:

- 1.1. Contractors submitting a Proposal must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:
<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids™](#).

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF PROPOSALS: **Proposals will be received in electronic format (eBids) EXCLUSIVELY** at the City of San Diego's electronic

bidding (eBidding) site, at: <https://www.sandiego.gov/cip/bidopps/> and are due by the date, and time shown on the cover of this solicitation.

- 2.1. PROPOSERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic proposal.
- 2.2.** The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3.** Upon entry of their proposal, the system will ensure that all required fields are entered. **The system will not accept a proposal for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. PROPOSALS REMAIN SEALED UNTIL DUE DATE AND TIME.** eBids and eProposals are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Proposals submitted prior to the Due Date and Time are not available for review by anyone other than the submitter, who will have until the Due Date and Time to change, rescind or retrieve its proposal should they desire to do so.
- 2.5. PROPOSALS MUST BE SUBMITTED BY DUE DATE AND TIME.** Once the deadline is reached, no further submissions are accepted into the system. Once the Due Date and Time has passed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, Equal Opportunity Contracting Program (EOCP) compliance and other issues.
- 2.6. TECHNICAL PROPOSAL AND PRICE PROPOSAL ARE TO BE SEPARATE.** The proposer is to submit two separate proposal PDFs by the due date and time.
 - 1.** The Technical proposal, which should contain the items detailed below and in Attachment G. There is to be **NO PRICING** information within this proposal. If a Technical proposal contains pricing information, the submission may be deemed non-responsive and ineligible for further consideration, and
 - 2.** The Price proposal, which should detail the cost structure and include any forms as required herein.
- 2.7. RECAPITULATION OF THE WORK.** Proposals shall not contain any recapitulation of the Work. Conditional proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- 2.8. PROPOSALS MAY BE WITHDRAWN** by the Proposer prior to, but not after, the time set as Due Date and Time.

2.8.1. Important Note: Submission of the electronic proposal into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the proposer's submission to upload and be received by the City's eBidding system. It is the proposer's sole responsibility to ensure their proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for proposals that do not arrive by the required date and time.

2.9. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. To request a copy of this solicitation in an alternative format, contact the Engineering & Capital Projects Department Contract Specialist listed in the cover of this solicitation at least five (5) working days prior to the Proposal due date to ensure availability.

3. ELECTRONIC SUBMISSIONS CARRY FULL FORCE AND EFFECT:

3.1. The proposer, by submitting its electronic proposal, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic proposal, the proposer certifies that the proposer has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its proposal, the proposer acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

3.3. The Proposer, by submitting their electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this proposal are true and correct.

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

3.5. The Proposer agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

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

5. EQUAL OPPORTUNITY CONTRACTING:

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

5.2. The Design-Builders are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible certified

Subcontractors in accordance with the City's EOCP requirements included in the Contract Documents.

5.3. Design-Builder's Work Force

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

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

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

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

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

5.4.1. The Design-Builder shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of the Subcontractors and Suppliers. The Design-Builder shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Design-Builder understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

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

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

5.5. Contractor Registration and Electronic Reporting System

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

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

5.5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right

to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer

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

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

- 5.5.3.1.** The City may retain progress payments if:
- 5.5.3.2.** The non-registered Design-Builder, Subcontractors or Suppliers fail to register.
- 5.5.3.3.** EOCP reporting is delinquent or inadequate.
- 5.5.3.4.** Underpayment has occurred.

6. PRE-PROPOSAL ACTIVITIES:

6.1. Submission of Questions

- 6.1.1.** The Director (or designee) of the Engineering & Capital Projects Department is the officer responsible for opening, examining, and evaluating the competitive Proposals submitted to the City for the acquisition, construction, and completion of any public improvement except when otherwise set forth in these documents. All questions related to this solicitation shall be submitted to:

Engineering & Capital Projects Department, Contracts Division
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Contract Specialist listed on the front cover of this RFP.

OR:

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

- 6.1.2.** Questions received less than 14 Days prior to the Proposal due date may not be considered.
- 6.1.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 6.1.4.** Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Design-Builder's responsibility to be informed of any Addenda that have been issued and to adjust its Proposal accordingly.

6.2. Revisions to the RFP

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

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

7. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:

7.1. Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/> Plans and Specifications for this contract are also available for review in the office of Engineering & Capital Projects Contracts Division.

7.2. The Design-Builders shall carefully examine the Project Site, the Plans and Specifications, and other materials as described in or referenced by this RFP. The submission of a Proposal shall be conclusive evidence that the Design-Builder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, local conditions, and as to the requirements of the Contract Documents.

8. **CHANGES TO THE SCOPE OF WORK:** Once a proposal has been accepted by the City and the award has been made, the Design-Builder shall immediately notify the City in writing of any proposed or anticipated change in the scope, contract amount, or contract time; and shall obtain the City's written consent to the change(s) prior to affecting them. In no event shall the City's consent be construed to relieve the Design-Builder from its duty to render all work and services in accordance with applicable laws and accepted industry standards.

9. **DESIGN SUBMITTALS:** The City's review of the Design-Builder's Design Submittals shall not relieve the Design-Builder from its responsibilities under the Contract, or be deemed to be an acceptance or waiver by City of any deviation from, or of the Design-Builder's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for acceptance by the Design-Builder and accepted by City. Where approval or acceptance by City is required, it is understood to be general approval only, and does not relieve the Design-Builder of responsibility for complying with all applicable laws and good professional practices as the Design-Builder shall be the Engineer of Record.

10. **BONDS AND INSURANCE:** Prior to the award of the Contract (or Task Order), the Design-Builders shall submit evidence of separate bonds and insurance as specified in Section 5-4, "INSURANCE," of the City's standard specifications for public works constructions unless specified otherwise in the Contract Documents.

11. **SUBMITTAL REQUIREMENTS: PROPOSALS MUST BE RECEIVED NO LATER THAN THE DUE DATE AND TIME.** Proposals may be withdrawn by the Design-Builder only up to the proposal due date and time.

IMPORTANT NOTE: Submission of the electronic proposals into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service provider (ISP), bandwidth, computer hardware and other variables, it may take time for the

bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure that their bids / proposals are received on time by the City's eBidding system. The City of San Diego is not responsible for bids / proposals that do not arrive by the required date and time.

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

- Legal name of company.
- Legal form of entity (partnership, corporation, joint venture, or other). If joint venture, identify the members of the joint venture, and provide all information required under this section for each member.
- Year of establishment of entity.
- If company is subsidiary of a parent company, identify the parent company.
- Address of main office.
- Address of San Diego satellite office if applicable.
- Contact information for firm, including name, title, email address and telephone number.
- Number of employees in San Diego County.
- Applicable License(s):
- City of San Diego Business License Number, including expiration date.
- State Contractor's License Number including expiration date, and all classifications. Professional Engineering/Architect License Number, including expiration date.
- Failure to provide all required information may result in the Proposal being considered non-responsive and ineligible for further consideration.

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

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

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

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

11.2. PRICE PROPOSAL REQUIREMENTS

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

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

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

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

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

12. SELECTION CRITERIA AND SCORING

12.1. An evaluation Panel comprised of representatives from the City will be established for this Project. The Panel may also include other interested parties such as additional participating agencies, representative from the community and other appropriate agencies such as the State Water Resource Control Board.

12.2. Proposals will be ranked according to the selection criteria set forth in Attachment G.

12.3. The Panel will review all proposals received.

12.4. Based upon this technical review, the Panel will rank the Design-Builders' proposals in accordance with the selection criteria set forth in Attachment G of this RFP.

12.5. Once the Technical Proposals have been ranked by the Panel, the Design-Builders' price proposals will be made available to the panel and forwarded to EOCP for review and scoring of subcontractor participation. The EOCP score will then be added to the Design-Builders' cumulative scores.

13. SUBCONTRACTOR INFORMATION:

13.1. LISTING OF SUBCONTRACTORS. In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The

Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 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.

13.2. 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.

13.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

14. AWARD:

14.1. After the Technical Proposals have been evaluated, scored and ranked; the Price proposals will be factored in according to the criteria set forth in Attachment G. A Design-Builder selection will then be made.

14.2. The City will announce in writing to all the RFP participants the selected Design-Builder. The announcement will show the results of the evaluation. This notification to the Design-Builders shall constitute the public announcement of the selected Design-Builder. In the event that the selected Design-Builder is subsequently deemed non-responsive or non-responsible, a new public announcement will be provided to all proposers with the name of the newly designated selected Design-Builder.

- 14.3.** This RFP will not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for the Work.
- 14.4.** Selection announcements, contract awards, and all data provided by the City shall be protected by the Design-Builder from public disclosure. The Design-Builders desiring to release information to the public shall receive prior written approval from the City.
- 14.5.** Design-Builders who submit a response to this RFP agree to provide the required services in accordance with the terms and conditions noted in this RFP and its attachments upon award by the City. The agreement and other terms and conditions are included in the Design-Build Contract, The GREENBOOK, The WHITEBOOK, and the Supplementary Special Provisions (SSP).
- 14.6.** Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting the RFPs or the Project's preliminary design may not be eligible to participate in the competition with any Design-Build Entity without the prior written consent of City. Any architectural firms, engineering firms, specialty consultants, or individuals retained by the City to assist in drafting any Reference Documents, such as the Water Department's Master Plan and any other document that was not prepared specifically for this contract, are considered to be eligible to participate.
- 14.7.** To obtain the price Proposal results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the Proposal name and number. The Proposal tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

15. ADDITIONAL POLICIES, PROCEDURES, TERMS AND CONDITIONS:

- 15.1.** The Program's Selection Process is based on the policies, procedures and guidelines set forth in the City Municipal Code Chapter 2, Article 2, Division 33.
- 15.2. Protests.** A Design-Builder may protest the award of the Contract to another Design-Builder in accordance with San Diego Municipal Code.
- 15.3. Changes to Key Personnel and Substitution of Subcontractors.** The Design-Builder shall not change or substitute any individual that is identified in its proposal as "key personnel" without the written consent of the City. The Design-Builder shall not change or substitute any material, supplier, or subcontractor identified in its Proposal without written consent of the City. The City's consent will not be unreasonably withheld.
- 15.4. Project Team.** The Design-Builder shall maintain all representations, team members, and proposed tasks and work elements as valid, except for the schedule which may be adjusted as mutually agreed upon by the City and the Design-Builder.
- 15.5. Submittal of "Or Equal" Items.** See 4-6, "TRADE NAMES" in the SSP and as modified by the Scope of Work ATTACHMENT A.
- 15.6. Subcontract Limitations.** The Design-Builder's attention is directed to Standard Specification for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" which requires the Design-Builder to perform not less than the specified amount under this RFP. Failure to comply shall render the Proposal non-responsive.

- 15.7. San Diego Business Tax Certificate.** All Contractors, including Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor, before the Contract can be executed.
- 15.8. City Standard Provisions.** The work resulting from this RFP is subject to the following standard provisions. See The WHITEBOOK for details.
- 15.8.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 15.8.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 15.8.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.
 - 15.8.4.** The City of San Diego’s Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 15.8.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 15.8.6.** The City’s Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 15.8.7.** The City’s Information Security Policy (ISP) as defined in the City’s Administrative Regulation 90.63.
- 15.9. Prevailing Wage Rates Apply:** Refer to Attachment D.
- 15.10. Reference Standards:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	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/drawing	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

Title	Edition	Document Number
California Manual on Uniform Traffic Control Devices Revision 5 (CA MUTCD 2014 Rev 5) http://www.dot.ca.gov/programs/traffic-operations/camutcd/	2014	PWPI042220-09
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

ATTACHMENTS

ATTACHMENT A

PROJECT DESCRIPTION, SCOPE OF WORK, AND/OR BRIDGING DOCUMENTS

PROJECT DESCRIPTION, SCOPE OF WORK, AND/OR BRIDGING DOCUMENTS

1. PROJECT DESCRIPTION:

This is the City's solicitation process to acquire Design-Build services to flatten Hillside Drive approach to Torrey Pines Road to alleviate any bottoming out of vehicles, install storm drain system and retaining walls, replacement of concrete street panels segment SS-013573 and resurfacing of intersection at Hillside Drive and Amalfi Street.

2. SCOPE OF WORK:

The proposed scope of work for the project is to flatten Hillside Drive approach to Torrey Pines Road to alleviate any bottoming out of vehicles, install storm drain system and retaining walls, replacement of concrete street panels segment SS-013573 and resurfacing of intersection at Hillside Drive and Amalfi Street. (See Bridging Documents).

Preliminary Engineer's Cost Estimate \$680,000.

Design/Build work to be done includes but is not limited to Design, Construction and As-Builts for:

1. Replacement of existing cross gutter and concrete paving across Hillside Drive to flatten Hillside Drive approach to Torrey Pines Road to alleviate any bottoming out of vehicles.
2. Install storm drain culvert across Hillside Drive including installation of upstream curb inlet near the easterly curb return, tie into existing downstream curb inlet box and adjusting elevation of gutter flowline of the curb inlet at the westerly curb return.
3. Potholing, minimizing the relocation of existing utilities and/or relocation of existing utilities crossing and parallel with the proposed storm drain alignment.
4. Remove and replace existing curb & gutter and sidewalk on the south side of Torrey Pines Road, east and west on the Hillside Drive to fit raised concrete pavement elevations of Hillside Drive at the intersection of Hillside Drive and Torrey Pines Road.
5. AC Pavement overlay along the south side of Torrey Pines Road approx. 8' to 10' wide to transition existing street paving to new lip of gutter.
6. Preparation of Engineered Traffic Control Plans for Torrey Pines Road on the east and west side of Hillside Drive.
7. Replacement of concrete street panels segment SS-013573.
8. Resurfacing of intersection at Hillside Drive and Amalfi Street.
9. Coordinate and integrate work with SDG&E, AT&T and Spectrum Cable, as needed.
10. Preparation of Construction Storm Water Report and Permanent Storm Water Report, if needed.
11. Compliance with ADA requirements.
12. QA/QC at 60% and 90% Design.

3. BRIDGING DOCUMENTS:

- a. As-Built Drawings

The drawings listed above are available for review at the following link:

<https://filecloud.sandiego.gov/url/s8huhttgss9m4k45>

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

See **Appendix E – Location Map.**

ATTACHMENT B
RESERVED

ATTACHMENT C
RESERVED

ATTACHMENT D
PREVAILING WAGE

ATTACHMENT D
PREVAILING WAGE

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

- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.
- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

1.9.2. By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

1.10. Stop Order. For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

1.11. List of all Subcontractors. The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

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

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

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

1.12.3. List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **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.
 - b) General Provisions (B) for Design-Build and Multiple Award 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 **8:30 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 3 – CONTROL OF THE WORK

3-2 SELF-PERFORMANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

- 10. 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.

3-13.1 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.

3-15.2 Integration of the Work with Separate Contractors. To the "WHITEBOOK", ADD the following:

2. The list of Separate Contractors includes:
 - a) Spectrum Cable
 - b) SDG&E (As needed)
 - c) AT&T (As needed)

3-15.3 Coordination. To the "WHITEBOOK", ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period. See **Appendix F – Adjacent Project Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Torrey Pines Road Improvement Phase 2, Steven Bliss (619-533-4668)

SECTION 4 - CONTROL OF MATERIALS

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.

4-6 TRADE NAMES. To the "WHITEBOOK", ADD the following:

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

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

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.

5-4.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

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

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 their 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. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. 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.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1

Construction Schedule. To the "WHITEBOOK", item 1, subsection "s", ADD the following:

- iii. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
- iv. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** 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.

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

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) Summer Moratorium at Beach (Memorial Day and Labor Day)

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 **Final Mitigated Negative Declaration for Torrey Pines Road Improvement Project Phase 1 (Hillside Dr (SD Syst Install/Resurface) Improv)** and a **California Environmental Quality Act for Torrey Pines Road Improvement Project Phase 1 (Hillside Dr (SD Syst Install/Resurface) Improv)**, Project No. **316432**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Final Mitigated Negative Declaration** and the **California Environmental Quality Act** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price.

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

4. The City will retain a qualified archaeologist and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and 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 "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.

SECTION 203 – BITUMINOUS MATERIALS

203-6.3.1 General. To the "WHITEBOOK", ADD the following:

3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

SECTION 301 – SUBGRADE PREPARATION, TREATED MATERIALS, AND PLACEMENT OF BASE MATERIALS

301-1.6 Preparatory Repair Work. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, "General".

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 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.10.2 Payment. To the "WHITEBOOK", ADD the following:

- 4. The payment for completely removing and replacing the existing concrete spandrel of a cross gutter associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the curb ramp. No additional costs shall be incurred when separate Bid items for cross gutters has been provided.
- 5. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG-131 - General Curb Ramp Notes, and as identified on the Plans, shall be included in the payment for the Curb Ramp installation. No additional costs shall be incurred when separate Bid items for alley aprons has been provided.

SECTION 402 – UTILITIES

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

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

402-6 COOPERATION. To the "GREENBOOK", ADD the following:

- 1. Notify SDG&E at least **10 Working Days** prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

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

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

- 5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Torrey Pines Road – East and West of Hillside Drive

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:

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

SECTION 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**.
-

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

**FINAL MITIGATED NEGATIVE DECLARATION AND CALIFORNIA ENVIRONMENTAL
QUALITY ACT**



ADVANCED PLANNING & ENGINEERING
DIVISION
(619) 446-5460

FINAL MITIGATED NEGATIVE DECLARATION

Project No. 316432
SCH No. N/A

SUBJECT: TORREY PINES ROAD IMPROVEMENTS PROJECT PHASE I: CITY COUNCIL
APPROVAL to allow for the replacement of damaged, settling sidewalks, curbs and gutters through construction of new and replacement sidewalks, curb ramps, cross gutters, Americans with Disabilities Act (ADA)-compliant driveways and relocation of sidewalk obstructions (street lights, traffic signals and utility facilities). Phase I improvements, which will be entirely within the public right-of-way along Torrey Pines Road from Prospect Place to La Jolla Shores Drive (as further illustrated in Figures 1-5) are further described below. The roadway improvement project is not included on any Government Code listing of hazardous waste sites.

Sidewalk/Curb & Gutter Replacement: Approximately 2,000 square feet of sidewalk will be replaced due to damage or settling along Torrey Pines Road. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Approximately 50 linear feet of new curb and gutter will replace damaged curb and an unused driveway.

New Sidewalk: Approximately 1,800 square feet of new sidewalk will be installed from Roseland Drive to Calle Juella. Gravity retaining walls with a maximum height of 2' are required to provide enough spacing to construct the new sidewalks. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Existing trees and vegetation will be cut back to provide enough clearance for pedestrians using the path.

Curb Ramps: The project proposes 21 new curb ramps at the intersections along the corridor in order to provide safe access to the proposed walkways. Several of the new ramps require the removal of landscape in order to create the space necessary to build. Two curb ramps have been relocated and will require approximately 28 linear feet of new curb and gutter and sidewalk to replace the existing ramp locations. At the porkchop at the intersection of Torrey Pines and La Jolla Shores, a minor traffic signal and pedestrian signal pole are to be relocated to accommodate new ramps.

Driveway: Six existing driveways will be upgraded to become ADA compliant residential driveways. In order to create a flatter, accessible path, the new driveways will require a sawcut further up the driveway in order to meet the existing grade.

Cross Gutters: Two cross gutters are proposed to upgrade the drainage runoff at the intersections of Torrey Pines Road and Little Street and Torrey Pines Road and Calle Juela. The cross gutter at Torrey Pines Road and Calle Juela is located on a steep grade and will require the removal and replacement of AC pavement along Calle Juela in order to meet the new asphalt grade.

Utility Relocations: The new improvements create the need to relocate several utilities. Four steel street lights (which require a 5'1" depth for base foundation) are to be relocated behind the sidewalk. Large utility boxes at the intersection of Torrey Pines and Coast Walk will be relocated outside the sidewalk.

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

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

The City of San Diego conducted an Initial Study which determined that several of the proposed projects could have a significant environmental effect in the following areas(s): HISTORICAL RESOURCES (ARCHAEOLOGY). The project proposal requires the implementation of specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project as presented avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

- IV. DOCUMENTATION:

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

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to the issuance Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

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

B. GENERAL REQUIREMENTS – PART II

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

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

Archaeologist and Native American Monitor

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the **RE** at the **Field Engineering Division – 858-627-3200**
 - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call **RE and MMC at 858-627-3360**
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 316432 shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

Note:

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

3. **OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the

Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Not Applicable for this project.

4. **MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
5. **OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Meeting
Archaeology	Archaeology Reports	Archaeology observation
Final MMRP		Final MMRP Inspection

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

HISTORICAL RESOURCES (ARCHAEOLOGY)

This Project requires implementation of an Archaeological Mitigation Program prior to the start of ANY construction. The Archaeological Monitoring Program with Native American participation shall provide the maximum opportunity to recover human remains and repatriate these remains with the Native American community. Because of the potential for Native American human burial remains in this area, and with respect to the cultural heritage of the local Kumeyaay people the governing protocol for the following locations affected by any ground disturbing activities in areas of the project where it overlaps with the southern boundary of the Spindrift Archaeological Site (CA-SDI-39/SDMM-W-1) shall be hand-excavated by archaeologists prior to the start of ANY construction to provide the greatest opportunity possible to identify and recover human remains:

Princess Street	(St #31+90)	Streetlight Relocation
Little Street	(St #43+25)	New Fire Hydrant

Any human remains if encountered shall be repatriated to the Kumeyaay representatives or MLD. Any discovery of such remains shall be treated in accordance with the protocol listed below and shall be implemented as described below after consultation with DSD ED in accordance with the Cultural Resources Report prepared by LSA Associates, Inc. (November 2013).

In addition, the following three streetlight locations SHALL have full-time archaeological and Native American monitoring during any and all ground-disturbing activities associated with the project:

Coast Walk (St #22+00)
Little Street (St #47+20)
Roseland Drive (St #50+00)

HISTORICAL RESOURCES (ARCHAEOLOGICAL MONITORING)

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

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

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

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching,

- excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources

Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards.

Where the parties are unable to agree on the appropriate treatment measures the human remains and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

- D. If Human Remains are NOT Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
 2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
 3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

V. Night and/or Weekend Work

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

VI. Post Construction

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

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

VI. PUBLIC REVIEW DISTRIBUTION:

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

State of California
Native American Heritage Commission (56)

City of San Diego:

Mayor's Office (91)
Councilmember Sherri Lightner, District 1

City Attorney

Shannon Thomas
Development Services Department
Myra Herrmann, Senior Environmental Planner
Helene Deisher, Development Project Manager
Gary Geiler
Mitigation Monitoring Coordination
Mehdi Rastakhiz
Public Works Department - Engineering and Capital Projects
David Li
Brad Johnson
Juan Baligad
Peter Fogec
Transportation & Storm Water Department
Mario Reyes
Linda Marabian
Anne Jarque
Library Department – Government Documents (MS 17)
La Jolla/Riford City Branch Library (81L)
Historical Resources Board (87)
Real Estate Assets Department (85)
Fire & Life Safety (MS 603)

Other Groups and Individuals

San Diego Transit Corporation (112)
San Diego Gas and Electric (SDGE) (114)
Carmen Lucas (206)
South Coastal Information Center @ San Diego University (210)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
Ron Christman (215)
Clint Linton (215B)
Frank Brown – Inter-Tribal Cultural Resource Council (216)
Campo Band of Mission Indians (217)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (225A-S Public Notice only)
Barona Group of Capitan Grande Band of Mission Indians (225A)
Campo Band of Mission Indians (225B)
Ewiiapaayp Band of Mission Indians (225C)
Inaja Band of Mission Indians (225D)
Jamul Indian Village (225E)
La Posta Band of Mission Indians (225F)
Manzanita Band of Mission Indians (225G)
Sycuan Band of Mission Indians (225H)

Viejas Group of Capitan Grande Band of Mission Indians (225I)
 Mesa Grande Band of Mission Indians (225J)
 San Pasqual Band of Mission Indians (225K)
 Ipai Nation of Santa Ysabel (225L)
 La Jolla Band of Mission Indians (225M)
 Pala Band of Mission Indians (225N)
 Pauma Band of Mission Indians (225O)
 Pechanga Band of Mission Indians (225P)
 Rincon Band of Luiseno Indians (225Q)
 San Luis Rey Band of Luiseno Indians (225R)
 Los Coyotes Band of Mission Indians (225S)
 La Jolla Village News (271)
 La Jolla Shores Association (272)
 La Jolla Town Council (273)
 La Jolla Historical Society (274)
 La Jolla Community Planning Association (275)
 La Jolla Shores PDO Advisory Board (279)
 La Jolla Light (280)
 LSA Associates, Inc. (Consulting Archaeologist)

VII. RESULTS OF PUBLIC REVIEW:

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

Copies of the Draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study materials are available in the office of the Advanced Planning & Engineering Division for review, or for purchase at the cost of reproduction.


 Myra Hermann, Senior Planner
 Development Services Department

March 5, 2014
 Date of Draft Report

April 2, 2014
 Date of Final Report

Analyst: Herrmann

Attachments: Figure 1 – Location Map
 Figures 2-5 – Project Details
 Initial Study Checklist

VIEJAS
TRIBAL GOVERNMENT

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Alpine, CA 91901

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Fax: 6194455337
viejas.com

March 11, 2014

Ms. Myra Herrmann
City of San Diego
1222 First Avenue, MS501
San Diego, CA 92101

RE: Torrey Pines Road Improvements Phase I

Dear Ms. Herrmann,

The Viejas Band of Kumeyaay Indians ("Viejas") has reviewed the proposed project and at this time we have determined that the project site is has cultural significance or ties to Viejas. Viejas Band request that a Native American Cultural Monitor be on site for all ground disturbing activities to inform us of any new developments such as inadvertent discovery of cultural artifacts, cremation sites, or human remains. Please call Julie Hagen for scheduling at 619-659-2339 or email hagen@viejas-nsn.gov. Thank you

Sincerely,

VIEJAS BAND OF KUMEYAAY INDIANS

VIEJAS TRIBAL GOVERNMENT
(MARCH 11, 2014)

1. Comment acknowledged. Native American cultural monitoring is always required whenever a public or private project requires the presence of an archaeologist in conjunction with any archaeological investigations or mitigation monitoring. This requirement is clearly stated in the Final MND, Mitigation Monitoring and Reporting Program and will be incorporated into contract documents and specifications for approval by the City Council.



San Diego County Archaeological Society, Inc.
Environmental Review Committee

13 March 2013

To: Ms. Myra Herrmann
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Torrey Pines Road Improvements, Phase I
Project No. 316432

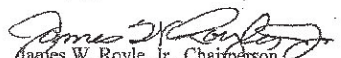
Dear Ms. herrmann:

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

2. [Based on the information contained in the DMND and the cultural resources constraints analysis for the project, we concur with the impact analysis and the mitigation measures as proposed.

SDCAS appreciates being afforded the opportunity to review and comment upon this project's environmental documents.

Sincerely,

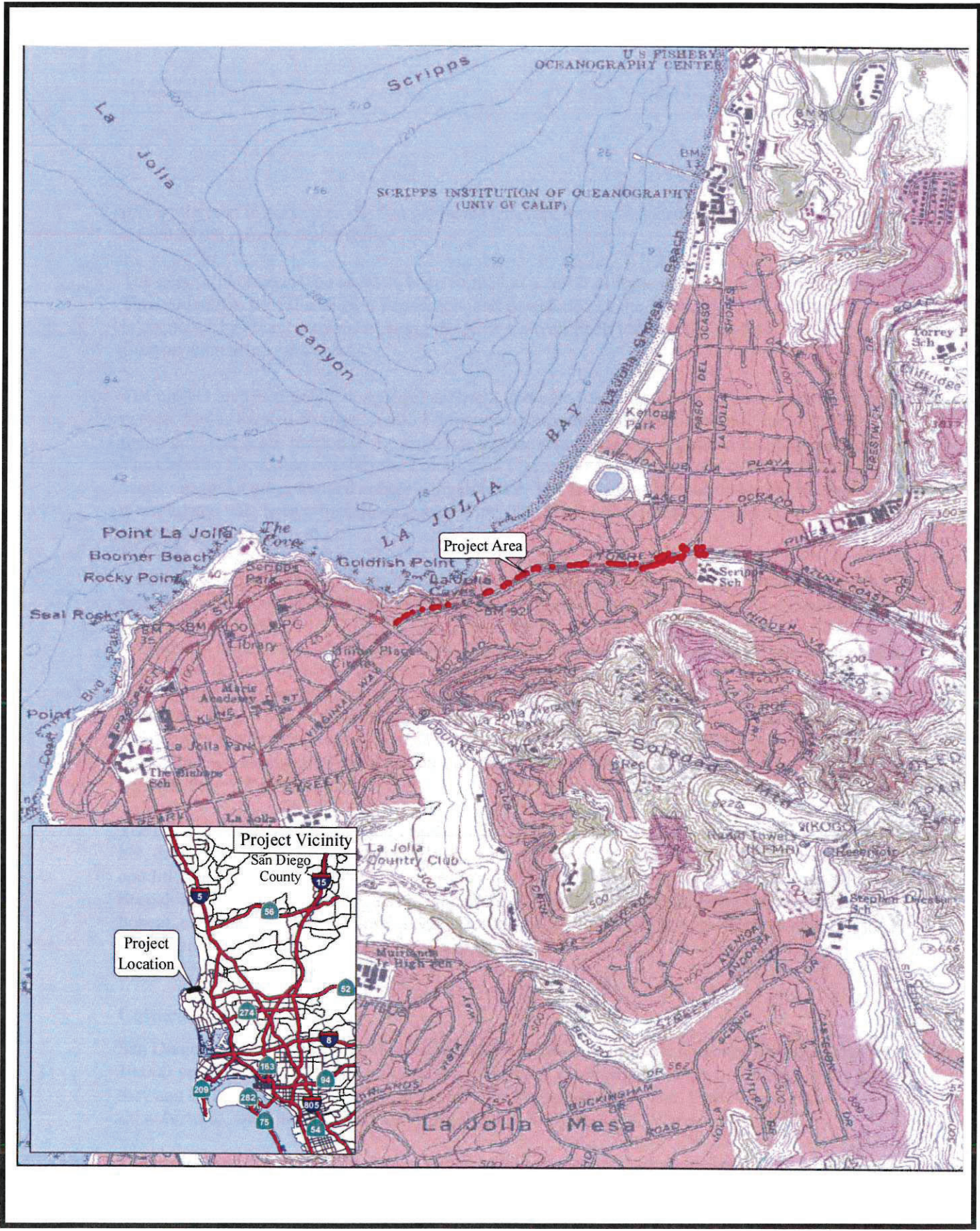

James W. Royle, Jr., Chairperson
Environmental Review Committee

cc: LSA
SDCAS President
File

P.O. Box 81106 San Diego, CA 92138-1106 (619) 538-0935

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY
(MARCH 13, 2014)

2. Comment noted.



LOCATION MAP
 Torrey Pines Road Improvements Project No. 316432
 City of San Diego – Development Services Department

FIGURE
No. 1

**FIGURE
No. 2**

Project Details - Prospect Place to NE of Coast Walk
Torrey Pines Road Improvements Project No. 316432
City of San Diego – Development Services Department





**FIGURE
No. 3**

Project Details - NE of Coast Walk to NE of Viking Way
 Torrey Pines Road Improvements Project No. 316432
 City of San Diego – Development Services Department

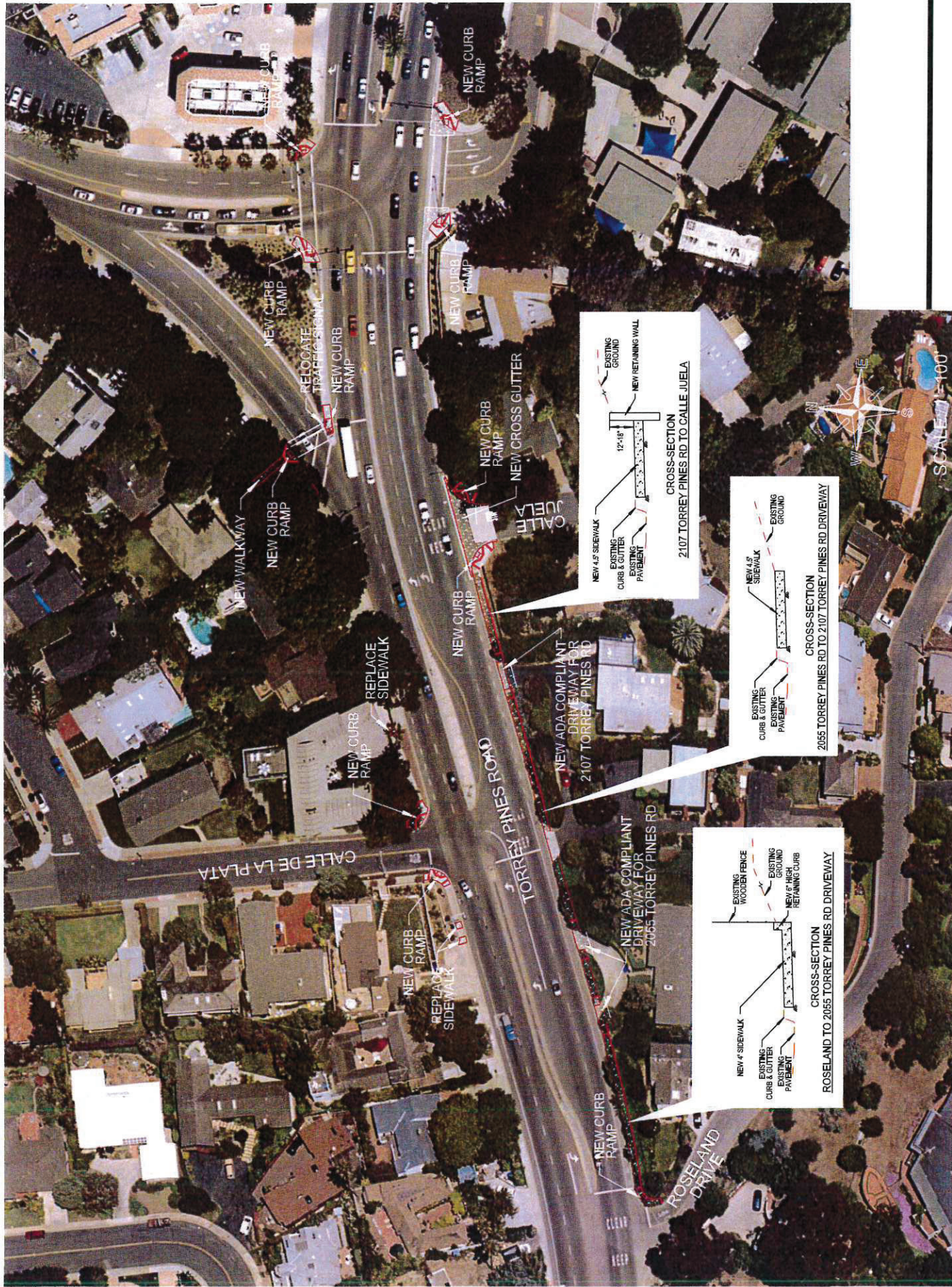


**FIGURE
No. 4**



Project Details - NW of Little Street to NE of Little Street
 Torrey Pines Road Improvements Project No. 316432
 City of San Diego – Development Services Department





**FIGURE
No. 5**

Project Details -Roseland Dr. to Calle Juela; Calle de la Plata to La Jolla Shores Dr.
Torrey Pines Road Improvements Project No. 316432
City of San Diego – Development Services Department



INITIAL STUDY CHECKLIST

1. Project Title/Project Number: TORREY PINES ROADWAY IMPROVEMENTS PHASE I/316432
2. Lead agency name and address: City of San Diego, Development Services Department,
1222 First Avenue, MS 501, San Diego, CA 92101
3. Contact person and phone number: Myra Herrmann, Senior Planner, 619-446-5372
4. Project location: All work will be entirely within the public right-of-way along Torrey Pines Road from Prospect Place to La Jolla Shores Drive (as further illustrated in Figures 1-5).
5. Project Applicant/Sponsor's name and address:
David Li, Associate Engineer,
City of San Diego, Public Works-Engineering and Capital Projects Department
Right-of-Way Design Division
525 B St. Mail Station 908A, San Diego, CA 92101
619-533-5164
6. General Plan designation: Right-of-Way (residential on both sides of Torrey Pines Rd.)
7. Zoning: Right-of-Way (residential zoning on both sides of Torrey Pines Rd.)
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

CITY COUNCIL APPROVAL to allow for the replacement of damaged, settling sidewalks, curbs and gutters through construction of new and replacement sidewalks, curb ramps, cross gutters, Americans with Disabilities Act (ADA)-compliant driveways and relocation of sidewalk obstructions (street lights, traffic signals and utility facilities). All work will be entirely within the public right-of-way along Torrey Pines Road from Prospect Place to La Jolla Shores Drive (as further illustrated in Figures 2-5).

Sidewalk/Curb & Gutter Replacement: Approximately 2,000 square feet of sidewalk will be replaced due to damage or settling along Torrey Pines Road. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Approximately 50 linear feet of new curb and gutter will replace damaged curb and an unused driveway.

New Sidewalk: Approximately 1,800 square feet of new sidewalk will be installed from Roseland Drive to Calle Juela. Gravity retaining walls with a maximum height of 2' are required to provide enough spacing to construct the new sidewalks. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Existing trees and vegetation will be cut back to provide enough clearance for pedestrians using the path.

Curb Ramps: The project proposes 21 new curb ramps at the intersections along the corridor in order to provide safe access to the proposed walkways. Several of the new ramps require the removal of landscape in order to create the space necessary to build. Two curb ramps have been relocated and will require approximately 28 linear feet of new curb and gutter and sidewalk to replace the existing ramp locations. At the porkchop at the intersection of Torrey Pines and La Jolla Shores, a minor traffic signal and pedestrian signal pole are to be relocated to accommodate new ramps.

Driveway: Six existing driveways will be upgraded to become ADA compliant residential driveways. In order to create a flatter, accessible path, the new driveways will require a sawcut further up the driveway in order to meet the existing grade.

Cross Gutters: Two cross gutters are proposed to upgrade the drainage runoff at the intersections of Torrey Pines Road and Little Street and Torrey Pines Road and Calle Juela. The cross gutter at Torrey Pines Road and Calle Juela is located on a steep grade and will require the removal and replacement of AC pavement along Calle Juela in order to meet the new asphalt grade.

Utility Relocations: The new improvements create the need to relocate several utilities. Four steel street lights (which require a 5'1" depth for base foundation) are to be relocated behind the sidewalk. Large utility boxes at the intersection of Torrey Pines and Coast Walk will be relocated outside the sidewalk.

9. Surrounding land uses and setting: Briefly describe the project's surroundings: The surrounding land uses are predominantly residential (single and multiple dwelling units).
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): None

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE

DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
D) AESTHETICS – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The La Jolla Community Plan indicates that the project Area of Potential Affect (APE) includes public views of the coast along Torrey Pines Road between Prospect Place and La Jolla Shores Road with the following keys areas identified: views over private property from the public right-of-way (ROW) at Princess Street; intermittent or partial vistas; public open space on Torrey Pines Road between St. Louis Terrace and Calle de la Plata; and a viewshed at Coast Walk looking towards La Jolla Shores. Although the project involves mainly pedestrian-related sidewalk improvements to the existing public right-of-way (ROW) which would not affect views, several streetlights will be relocated which would enhance the visual character of the area. Therefore, the project would not substantially affect a scenic vista, public view or viewshed as defined in the community plan since the majority of work would be located within the public right of way and would not block views once constructed.

b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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As stated in I.a., the project would be located below grade and would not adversely affect the visual resources within the APE. No scenic resources such as trees, rock outcroppings or historic buildings within a scenic highway have been identified within the APE which would be affected by the project. Therefore the project would not damage scenic resources.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Although the project involves mainly pedestrian-related sidewalk improvements to the existing public right-of-way (ROW) which would not affect views, several streetlights will be relocated which would enhance the visual character of the area. Therefore, the project would not

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
substantially affect a scenic vista, public view or viewshed as defined in the community plan since the majority of work would be located within the public right of way and would not block views once constructed. Please see I. a and b.				
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project involves mainly pedestrian-related sidewalk improvements within the existing public right-of-way (ROW) and would not have the potential to create light or glare impacts.

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

a) Convert Prime Farmland, Unique Farmland, or Farmland of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project is located within the developed public right of way and is not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, lands surrounding the project are not in agricultural production and are not classified as farmland by the FMMP. Therefore, the project would not convert farmland to non-agricultural uses.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Please see II.a

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The public right of way and land surrounding the project is not zoned as forest land. Therefore, the sidewalk improvement project would not conflict with existing zoning for forest land.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The sidewalk improvement project is located within the developed public right of way and the land surrounding the project is not designated forest land. Therefore, the project would not convert forest land to non-forest use.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Involve other changes in the existing environment, which, due to their location or nature, could | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No existing agricultural uses are located in proximity to the underground utility district that could be affected by the project. Therefore, the project would not convert farmland to non-agricultural uses.

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

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

Construction of the sidewalk improvement project could increase the amount of harmful pollutants entering the air basin. However, construction emissions would be temporary. In addition, construction Best Management Practices (BMPs), such as watering for dust abatement, would reduce construction dust emissions by 75 percent. The project would not directly generate additional trips to these facilities. With the implementation of project BMPs during construction and the lack of operational emissions the project would not result in a conflict with any air quality plans.

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

Please see III a

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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exceed quantitative thresholds for ozone precursors)?

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and it is anticipated that implementation of BMPs would reduce potential impacts related to construction activities to a level to less than significant. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

IV. BIOLOGICAL RESOURCES –

Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Wildlife Service?

The sidewalk improvement project is located in an urban setting, entirely within the developed public right of way, and does not have the potential to impact sensitive species listed in regional plans, policies or regulations.

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

No sensitive habitats exist on-site or within close proximity to the sidewalk improvement project. Also see IV. a.

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

The sidewalk improvement project is located in the developed public right of way and wetlands are not located within or adjacent to the project APE. Therefore, the project does not have the potential to impact these resources.

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

The sidewalk improvement project would not result in adverse impacts on wildlife movement in the project area. As mentioned above this project is located in the developed public right of way

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and does not contain wildlife corridors.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The sidewalk improvement project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. The project area lacks any sensitive biological resources and would not require the removal of any unique or sensitive trees. No impact would occur.

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|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The sidewalk improvement project is not located within or adjacent to the City’s MHPA and no conflicts with conservation plans would occur.

V. CULTURAL RESOURCES – Would the project:

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The sidewalk improvement project is located within and immediately adjacent to an area known to contain significant resources of the Spindrift Archaeological Site (CA-SDI-39/SDM-W-1), a previously recorded prehistoric occupation complex spanning the Early Archaic to the Late Prehistoric cultural periods. The Spindrift Site has been determined to be significant according to CEQA and City criteria. An important element of the significance of the Spindrift site is the numerous human burials discovered and the abundance of human bone encountered in graded lots and streets within this neighborhood. Site SDI-39 has been identified as an important, significant site since it was first recorded by Welty in 1912, when he noted that the site stretched for as long as 1,000 feet along the shore and up to 1,200 feet inland. He noted depths from one to eight feet, a dense black midden, shell, charcoal, and fragments of human remains.

Archaeological work by Malcolm Rogers in 1931 gave SDI-39 its name, the “Spindrift Site,” after the street name. In a joint effort, the San Diego/Smithsonian Project in 1931 sought to uncover the origins of human occupation of the west coast. As a result of this project, Rogers excavated a series of sites throughout La Jolla (Rogers 1929). Although these studies were conducted at a time when La Jolla was undergoing development for homes, much of Rogers work was prior to the massive impacts to cultural resources that occurred in San Diego after World War II. Rogers’ site record of SDI-39 indicated the site covered 20 acres, noting a range of occupation materials from cobble hearths to whale bone hypothesized for use as housing materials. Over the next several years, Rogers excavated an estimated 40 cubic feet of soil across three areas of Spindrift Drive. His excavations uncovered human remains and large amounts of prehistoric materials. During this time, Rogers’ work identified intact strata from the earliest to the latest periods of occupation at SDI-39. As a result of his studies, Rogers divided the cultural deposit into three distinct layers of occupation, with the earliest (Stratum 1) composed of invertebrate faunal remains, milling equipment, lithic tools, fire-cracked rock, and charcoal. Although the next Stratum (2) contained a lower frequency of cultural materials, the majority of inhumations were identified from this deposit. The last Stratum (3) was considered the most dense and contained ceramics, cremations, and large amounts of other late prehistoric cultural materials. Rogers’ trenching studies, according to Pigniolo and Brodie (2009), were located directly north of both project sites. A portion of his profile studies may have actually crossed the western slope of the current project area.

Additional studies have been conducted in the Spindrift area including work by Dr. James Moriarty, III in 1961 at the Oliver Gill Lot. Since Moriarty’s work in 1961, several limited test excavations have taken place across portions of SDI-39. Examples of these limited excavations include Berryman and Roth (1993), Wade (1998), Gross and Robbins-Wade (1999), Case et al. (2003), and Rosenberg and Smith (2006). Although each of these excavations has added data to the greater understanding of SDI-39, the necessary scale of their investigations and previous impacts to the site has limited their scopes. However, each of these excavations identified buried portions of SDI-39, disturbed or otherwise, during their investigations. Based on these investigations, the deposit can extend from one to 1.5 meters in depth, and contains a variety of marine shell, lithic materials, faunal bone, ceramics, milling tools, and potentially human remains

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(Stropes and Smith 2009). The early documentation, large quantity, and wide range of materials identified for SDI-39 clearly indicates that the site served a habitation function. To date, radiocarbon analysis from the site has been limited to only identifying the Late Prehistoric Period component (Gross and Wade 1999; Berryman and Roth 1993). Despite this, previous studies clearly indicate the presence of a large archaic component that has yet to be ratified through conventional C-14 methods.

Although the entire project APE is fully developed and covered by asphalt and concrete and portions of the project are within the Spindrift Archaeological Site Boundary, a field survey was conducted by LSA Associates, Inc., which did not result in the identification of any cultural materials on the surface. This was likely due to the extensive amount of disturbance, grading and filling associated with the original construction of Torrey Pines Road including sidewalks, infrastructure and appurtenances, making an assessment of condition difficult. As such, Qualified City staff reviewed all available information about the site and the project scope and determined in consultation with the Project Archaeologist and Native American representative that archaeological testing would not be required. Archaeological testing would otherwise have been required to determine if a subsurface component of the Spindrift Site remains in this area. Therefore, as further described in the report prepared in compliance with the City’s Historical Resources Guidelines by LSA Associates, Inc., “*Cultural Resources Constraints Analysis, Torrey Pines Road Improvements Phase I, November 2013*” specific recommendations were made by the consulting archaeologist to hand excavate the areas where one fire hydrant and one streetlight would be relocated prior to the start of any ground disturbing activities associated with the project. The report also recommends that in addition to the regular monitoring program, three specific areas (along Torrey Pines Road at Coast Walk, Little Street and Roseland Drive) have full time archaeological and Native American monitoring. Qualified staff concurs with these recommendations and have incorporated them into the Mitigation, Monitoring and reporting Program included in Section V of the draft MND.

The project has the potential to result in direct impacts to archaeological resources associated with CA-SDI-39/SDM-W-1, while limited in area, the additive cumulative impacts to this cultural resource could be significant. Mitigation through controlled hand excavation at the two locations noted below (1 & 2) and full-time archaeological and Native American monitoring at the locations noted below (3-5) will serve to mitigate potential impacts to below a level of significance:

- 1) Princess Street (St #31+90) - Streetlight Relocation**
- 2) Little Street (St #43+25) - New Fire Hydrant**
- 3) Coast Walk (St #22+00)**
- 4) Little Street (St #47+20)**
- 5) Roseland Drive (St #50+00)**

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Appropriate treatment of any human remains encountered during the mitigation program or other construction-related activities must be accomplished in accordance with the California Public Resources Code (Section 5097.8) and the Health and Safety Code (Section 7050.5) in consultation with the Most Likely Descendant, as indicated by the Native American Heritage Commission.

Implementation of the Archaeological Mitigation Program and construction monitoring would reduce impacts to Historical Resources to below a level of significance and therefore the project would not result in an adverse change in the significance of an historical resource as defined in §15064.5.

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

See V. a.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Current project plans do not call for excavation depths that exceed the City of San Diego's CEQA Significance thresholds. Therefore no impact would occur to paleontological or unique geologic resources and no mitigation for this resource is required.

- | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|
| d) Disturb and human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|-------------------------------------|--------------------------|--------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Please see V.a. Although archaeological testing was not conducted for the project, based on review of archival research for previous archaeological work in this area, there is a potential for human remains to be encountered during any construction-related activities for the project. In addition, the Native American observer expressed concerns relating to the likelihood of remains to exist throughout the project area and the continued proper treatment of remains was requested.

The project requires implementation of an Archaeological Mitigation Program as well as archaeological monitoring. Section. C of the MND which includes contingencies for the discovery of human remains which requires the consulting archaeologist to involk in accordance with the California Public Resources Code and the Health and Safety Code. In the event that human remains are encountered during the mitigation program, no soil shall be exported from the project site until it has been cleared by the Most Likely Descendant (MLD) and the Project Archaeologist.

The archaeological mitigation program has been developed in consultation with the Native American observer/monitor and will be implemented prior to and during construction activities to assure that any Native American cultural impacts will be reduced to below a level of significance and will satisfy the requirements for feasible measures incorporated into the project to address potential impacts to historical, archaeological and Native American resources.

VI. GEOLOGY AND SOILS – Would the project:

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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A portion of the project APE is located in proximity to faults. However, the project would be required to utilize proper engineering design and standard construction practices which would ensure that the potential for impacts from regional geologic hazards would be less than

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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significant. Therefore, no impact from the rupture of a known earthquake fault would occur.

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

The sidewalk improvement project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking. The project has been designed to address factors associated with ground shaking and incorporates standard construction practices to address this issue. Therefore, there would be no impact.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The sidewalk improvement project has been designed to address factors associated with seismic-related failure including liquefaction and incorporates standard construction practices to address this issue. Therefore, no impact from liquefaction would result.

- | | | | | |
|-----------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not expose people or structures to the risk of loss, injury, or death involving landslides. The project would utilize proper engineering design and utilization of standard construction practices. Therefore, there would be no impact.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Construction of the project would take place within the developed public right of way and all disturbances to existing infrastructure would be replaced in kind. Therefore no impact from soil erosion or loss of topsoil would occur.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

According to the USDA Soil Survey maps, the sidewalk improvement project is located in an area which is primarily underlain by Corralitos Loamy Sand (0-5 and 5-9 % slopes) which is not considered an expansive soil. This soil is defined as having no, or minimal limitations for related

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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public improvement development activity. The project area also consists of Altamont Clay which consists of well-drained clays that formed in material weathered from calcareous shale. The project would utilize proper engineering design and standard construction practices. There would be no impact associated with unstable soil or geologic unit within the APE.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

According to the USDA Soil Survey maps, the underground utility project is located in an area which is primarily underlain by Corralitos Loamy Sand (0-5 and 5-9 % slopes) which is not considered an expansive soil. This soil is defined as having no, or minimal limitations for related public improvement development activity. The project area also consists of Altamont Clay which consists of well-drained clays that formed in material weathered from calcareous shale. Furthermore, the project would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would not occur.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Septic tanks or alternative wastewater systems would not be used. Therefore, no impact with regard to the capability of soils to adequately support the use of septic tanks or alternative wastewater disposal systems would result.

VII. GREENHOUSE GAS EMISSIONS

– Would the project:

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report “CEQA and Climate Change” (CAPCOA 2008) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG’s annually. This 900 metric ton threshold is roughly equivalent to 36,000 square feet of office space, 11,000 square feet of retail, 50 residential units, and 6,300 square feet of supermarkets. Since the undergrounding projects being considered in this CEQA document do not fit the categories listed above each project conducted an independent modeling analysis to determine the level of GHG emissions from the respective projects. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs (i.e. Carbon Dioxide) and was utilized to quantify the projects’ GHG emissions. The model utilizes project information (e.g. total construction months, project type and total project area) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects. The output of the model is carbon dioxide (CO2) which is the major contributor of GHGs.

Because this project involves mainly sidewalk improvements including curb, gutters, pedestrian ramps, relocated streetlights and a new fire hydrant, it will not result in an increase in vehicular traffic as measured in average daily trips (ADT), energy consumption, or water usage. Therefore, operational emissions resulting in direct, indirect, or cumulative Greenhouse Gas (GHG) impacts are not generated. However, this project would result in construction-related emissions which would occur during the duration of project implementation would be estimated to fall below the DSD-established interim threshold of 900 metric tons per project per year. Therefore, the project would not result in a significant CEQA Greenhouse gas impact and mitigation would not be required.

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

Please see VII.a. It is anticipated that the sidewalk improvement project would not conflict with any applicable plans, policies, or regulations related to greenhouse gases. There is no impact.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal; however, the project would not routinely transport, use or dispose of hazardous materials. In addition, construction standards would be implemented in the event of an unanticipated discovery to meet local, state, and federal standards. Therefore, the project would not create a significant hazard to the public or environment.

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

The project alignment is not located on, or within 1,000 feet from properties which contain Leaking Underground Storage Tank (LUST) cleanup sites and permitted USTs, and other cleanup sites. However, in the event that such hazards are encountered, the contractor is responsible for implementing and specifications for construction to meet the local, state and federal requirements to address hazardous materials should they be encountered during construction. Impacts would remain less than significant.

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

No schools are located within a quarter mile of the project that would be directly affected by hazardous emissions that could be released if encountered during construction activities within the project right-of-way. As noted in VIII.b, construction documents include specific protocols to be followed-pursuant to County requirements-should any hazardous conditions be encountered. Impacts would remain less than significant.

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

The project location is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and therefore, no additional measures are required beyond those incorporated in the contract specifications to address any contaminated soils encountered during construction related activities in accordance with local, state, and federal regulations.

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

The project is not located within the boundaries of an existing airport land use plan or an airport land use plan pending adoption. Furthermore, the project is not located within the flight path and is located entirely within the existing PROW and therefore would not introduce any new features that would create a flight hazards.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

The project is not located within 2 miles of a private airstrip. Furthermore, the project is located entirely within the existing PROW and therefore would not result in a safety hazard that would create flight hazards.

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

Construction of the project would temporarily affect traffic circulation within the projects' APE and adjoining roadways. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.

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

The project is located in the developed public right of way and land surrounding the APE does not contain wildlands that could pose a threat of wildland fires. Additionally, the project would not introduce any new features that would increase the risk of fire because they will be located within existing ROW.

IX. HYDROLOGY AND WATER

QUALITY - Would the project:

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

Potential impacts to existing water quality standards associated with the project would include minimal short-term construction-related erosion/sedimentation and no long term operational storm water discharge. Conformance to BMPs outlined in the pending WPCP and conformance with the City's Stormwater Regulations would prevent or effectively minimize short-term water quality impacts. Therefore, the project would not violate any existing water quality standards or discharge requirements.

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

The project does not propose the use of groundwater. Furthermore, the project would not introduce a substantially large amount of new impervious surfaces over ground that could interfere with groundwater recharge. Therefore, the project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

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

The project is located entirely within the developed public right of way within paved streets and sidewalks. Upon completion of the project the streets and sidewalks would be returned to their preexisting conditions. Therefore the project would not substantially alter any existing drainage patterns.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream

or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Please see IX c

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

Conformance to BMPs outlined in the pending WPCP and compliance with the City Stormwater Regulations would prevent or effectively minimize short-term construction runoff impacts. Therefore, the project would not contribute runoff water that would exceed the capacity of existing storm water systems.

- f) Otherwise substantially degrade water quality?

Conformance to BMPs outlined in the pending WPCP to be prepared for the project and compliance with the City's Stormwater Regulations would prevent or effectively minimize short-term water quality impacts and would preclude impacts to water quality.

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

The project does not propose construction of any new housing.

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

The project is not located within the 100 year floodplain and would not have the potential to impede or redirect flood flows.

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

The project would not include any new features that would increase the risk associated with flooding beyond those of the existing conditions.

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

The project would not include any new project features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of the existing conditions.

X. LAND USE AND PLANNING –

Would the project:

- a) Physically divide an established community?

Implementation of the project would involve replacing and installing utility infrastructure below ground and would not introduce any features that could divide an established community.

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

The sidewalk improvement project is consistent with the applicable policies identified in the La Jolla Community Plan, and has been reviewed for compliance with all applicable land use plans, the La Jolla Shores PDO, the City of San Diego Municipal Code, the La Jolla Community Plan and City of San Diego General Plan. No deviations from the development regulations have been requested by the applicant for these projects. The Project does not require a Coastal Development Permit or Site Development Permit in accordance with the provisions of the Land Development Code.

The project has been reviewed for compliance with the City’s Historical Resources Regulations; the project APE contains portions of an *Important Archaeological Site* as defined by the Land Development Code (LDC) and as such, was subject to review for compliance with the development regulations for *Important Archeological Site* in accordance with San Diego Municipal Code (SDMC) §143.0253. Although the project requires implementation of a Mitigation Monitoring and Reporting Program, a Site Development Permit is not required. Mitigation for direct impacts to archaeological resources as detailed in Section V of the Mitigated Negative Declaration (MND) would reduce direct impacts to archaeological resources to be low a level of significance.

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

No habitat conservation areas exist within the project APE, which is within a developed urbanized neighborhood and therefore would not conflict with any habitat conservation plans or natural community conservation plan for the area or region as a whole.

XI. MINERAL RESOURCES – Would the project?

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

The areas surrounding the project APE are not being used for the recovery of mineral resources. Similarly, these areas surrounding the proposed project site are not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a known mineral resource.

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

The areas surrounding the project APE are not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site.

XII. NOISE – Would the project result in:

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

The development of the project would generate noise from construction, which would be temporary and transitory in nature. Therefore, people would not be exposed to noise levels in excess of any noise regulations.

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

noise levels?

Please see XIIa

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

Please see XIIa

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

Construction of the project would result in a temporary increase in the ambient noise levels in the project APE. However, based upon the transitory nature of the underground utility project and surrounding noise levels in the area resulting from traffic along the streets, the increase in ambient noise would be less than significant.

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

The project is not located within the boundaries of an existing airport land use plan or an airport land use plan pending adoption and would not introduce any new features that would expose people residing or working in the project area to excessive noise levels beyond those associated with the existing environment.

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

The project is not located within approximately 2 miles of a private airstrip and would not introduce any new features that would expose people residing or working in the project APE to excessive noise levels beyond those associated with existing conditions.

XIII. POPULATION AND HOUSING –

Would the project:

- a) Induce substantial population growth in an area, either directly

(for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project would not extend any existing roadways into an undeveloped area or introduce any new roadways that could induce growth. Therefore, the project would not induce substantial population growth.

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

The project would underground overhead utilities and would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

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

The project would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

XIV. PUBLIC SERVICES

- a) Would the project result in substantial adverse physical impacts associated with the provisions of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:
- i) Fire Protection

The project would not physically alter any government facilities other than to install one new fire hydrant at Little Street (St# 43+25). The project would not require any new or altered fire protection services for the area; nor would it alter established response times for the area.

- ii) Police Protection

The project would not physically alter any police protection facilities. The project would not require any new or altered police protection services for the area nor would it alter established response times for the area.

iii) Schools

The project would not physically alter any schools. Additionally, the project would not include construction of future housing or induce growth that could increase demand for schools in the area.

v) Parks

The project would not physically alter any parks. Therefore, the project would not create demand for new parks or other recreational facilities in the area.

vi) Other public facilities

The project would not increase the demand for electricity, gas, or other public facilities in the area.

XV. RECREATION -

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

Implementation of the project would not allow for improved access to existing recreation areas. The project would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, the project would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

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

The project does not include the construction of recreational facilities or require the construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC –

Would the project?

a) Conflict with an applicable plan,

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

Construction of the project would temporarily affect traffic circulation within the project APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, the project would not result in an increase of traffic which is substantial in relation to existing traffic capacity.

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

Construction of the project would temporarily affect traffic circulation within the project APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construct so that traffic would not exceed cumulative or individual level of service.

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

The project does not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.

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

The project will be designed to meet City design standards and, therefore, would meet existing levels of safety.

- e) Result in inadequate emergency access?

Construction of the project would temporarily affect traffic circulation within the project APE and adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.

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

The project, once completed would improve the condition of the existing PROW including safety hazards which currently occur in the existing bicycle path. The project does not have the potential to conflict with any alternative transportation policies.

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

The project would not exceed the requirements of the Regional Water Quality Control Board.

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

The project would not require the construction of any new water or wastewater treatment facilities.

- c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

The project would not result in expanded impervious surface area and would not result in substantial quantities of runoff which would require new or expanded treatment facilities. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.

- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

The project would not require the use of any permanent water source and, therefore, would not impact existing water supplies.

- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The project would not generate wastewater and, therefore, would not impact an existing wastewater treatment provider.

- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Construction of the project would likely generate waste associated with construction activities. This waste would be disposed of in conformance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

The project would not generate solid waste and, therefore, would not affect solid waste statutes and regulations.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

- a) Does the project have the potential to degrade the quality of

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

The project is located within the developed public right of way and is not located within or adjacent to wildlife preserves. The project is located within and adjacent to area known to contain significant historical/archaeological resources. Construction activities associated with the project have the potential to impact buried archaeological resources. See V a.

An Archaeological Mitigation Program which includes hand excavation for specific project elements and archaeological/Native American monitoring would be required. Implementation of the mitigation requirements outlined in Section V of the MND would reduce potential impacts to Historical Resources (Archaeology) to below a level of significance and would not result in a substantial adverse change to the significance of a historical resource or eliminate important examples of California history or prehistory.

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

When viewed in connection with the effects of other projects in the La Jolla area, construction activities has the potential to impact archaeological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures in Section V of the MND, this incremental impact would be reduced to below a level of significance.

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

or indirectly?

As stated previously, potentially significant impacts have been identified for Archaeological Resources. However, a mitigation program has been incorporated which would reduce potential impacts to archaeological resources to below a level of significance.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan.
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

III. AIR QUALITY

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

IV. BIOLOGY

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

City of San Diego Land Development Code Biology Guidelines.
 Site Specific Report:

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

City of San Diego Historical Resources Guidelines.
 City of San Diego Archaeology Library.
 Historical Resources Board List.
 Community Historical Survey:
 Site Specific Report: Cultural Resources Constraints Analysis, Torrey Pines Road Improvements Phase I, LSA Associates, Inc. (November 2013).

VI. GEOLOGY/SOILS

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

VII. GREENHOUSE GAS EMISSIONS

Site Specific Report: California Air Pollution Control Officers Association (CAPCOA). 2008. "Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act"
<http://www.climatechange.ca.gov/publications/others/CAPCOA-1000-2008-010.PDF>

VIII. HAZARDS AND HAZARDOUS MATERIALS

San Diego County Hazardous Materials Environmental Assessment Listing,
 San Diego County Hazardous Materials Management Division
 FAA Determination
 State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.
 Airport Land Use Compatibility Plan.
 Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

Flood Insurance Rate Map (FIRM).

- Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.
- Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html.
- Site Specific Report:

X. LAND USE AND PLANNING

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

XI. MINERAL RESOURCES

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

XII. NOISE

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

XIII. PALEONTOLOGICAL RESOURCES

- City of San Diego Paleontological Guidelines.

- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.
- Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.
- Site Specific Report:

XIV. POPULATION / HOUSING

- City of San Diego General Plan.
- Community Plan.
- Series 11 Population Forecasts, SANDAG.
- Other:

XV. PUBLIC SERVICES

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

XVI. RECREATIONAL RESOURCES

- City of San Diego General Plan.
- Community Plan.
- Department of Park and Recreation
- City of San Diego - San Diego Regional Bicycling Map
- Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

- City of San Diego General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

- ___ San Diego Region Weekday Traffic Volumes, SANDAG.
- ___ Site Specific Report:

XVIII. UTILITIES

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

XIX. WATER CONSERVATION

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

Planning Department Concurrence Statement and Signature:

The above is adequate and I concur: Myra Herrmann
Print name



Signature

Senior Planner

Print Title

September 14, 2016

Date Signed

CP/plb

Attachments: Results of Auger Testing for Torrey Pines Road Improvements, Phase II Project
(LSA Project No. RKE1602), July 8, 2016
Final Mitigated Negative Declaration (Project No. 316436) April 2, 2014

cc: File



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: August 29, 2016

TO: Myra Herrmann, Senior Planner, Planning Department

FROM: Carrie Purcell, Principal Planner, City of San Diego – Public Works Department,
Environmental and Permit Support

SUBJECT: Torrey Pines Road Improvements Project Phase I: Project Modifications (Project No. 316432)

This memo provides a California Environmental Quality Act (CEQA) Section 15162 consistency evaluation for the proposed installation of new sidewalk with retaining curbs on the south side of Torrey Pines Road between Hillside Drive and Amalfi Street including curb ramps at Amalfi Street and at Hillside Drive; variable height retaining wall at the Hillside Drive curb return; replacement of two existing driveway approaches; installation of a pedestrian crossing on Torrey Pines Road immediately west of Princess Drive utilizing a HAWK (High-Intensity Activated Cross Walk) beacon with street lighting and crosswalk system inclusive of one mid-block curb ramp on the south side of Torrey Pines Road and one mid-block curb ramp on the north side of Torrey Pines Road including removal and replacement of adjacent curb, gutter, and sidewalk; asphalt concrete overlay with striping of buffered bike lanes along Torrey Pines Road from La Jolla Shores Drive to Princess Drive; removal of approximately 300 square-feet of raised median; and installation of a flush stamped and painted asphalt median between Roseland Drive and Hillside Drive (“proposed project” or “revised project”). The proposed project is related to the previously approved Torrey Pines Road Improvements Project Phase I (PTS No. 316432) roadway improvements which were evaluated under CEQA in a City of San Diego (City) Mitigated Negative Declaration (MND) dated April 2, 2004.

State CEQA Guidelines Section 15162 sets forth the criteria for determining the appropriate additional environmental documentation, if any, to be completed when there is a previously approved MND addressing the project for which a subsequent discretionary action is required. If impacts associated with the amended project are not related to substantial changes in the project that result in new significant impacts (or the increase in severity of previously identified impacts), the project may be found consistent with existing documentation and no new MND or addendum to the existing MND would be required.

Background

The MND for Torrey Pines Road Improvements Project Phase I (PTS No. 316432) was finalized on April 2, 2014 to allow for the replacement of damaged, settling sidewalks, curbs and gutters through construction of new and replacement sidewalks, curb ramps, cross gutters, Americans with Disabilities Act (ADA) compliant driveways and relocation of sidewalk obstructions (street lights, traffic signals and utility facilities). These improvements, which are entirely within the public right-of-way along Torrey Pines Road from Prospect Place to La Jolla Shores Drive, are further described below:

Sidewalk/Curb & Gutter Replacement: Approximately 2,000 square feet of sidewalk will be replaced due to damage or settling along Torrey Pines Road. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Approximately 50 linear feet of new curb and gutter will replace damaged curb and an unused driveway.

New Sidewalk: Approximately 1,800 square feet of new sidewalk will be installed from Roseland Drive to Calle Juela. Gravity retaining walls with a maximum height of 2 feet are required to provide enough spacing to construct the new sidewalks. Existing dry utilities and water meters affected will either be adjusted to meet grade or relocated. Existing trees and vegetation will be cut back to provide enough clearance for pedestrians using the path.

Curb Ramps: The project proposes 21 new curb ramps at the intersections along the corridor in order to provide safe access to the proposed walkways. Several of the new ramps require the removal of landscape in order to create the space necessary to build. Two curb ramps have been relocated and will require approximately 28 linear feet of new curb and gutter and sidewalk to replace the existing ramp locations. At the porkchop at the intersection of Torrey Pines and La Jolla Shores, a minor traffic signal and pedestrian signal pole are to be relocated to accommodate new ramps.

Driveway: Six existing driveways will be upgraded to become ADA compliant residential driveways. In order to create a flatter, accessible path, the new driveways will require a sawcut further up the driveway in order to meet the existing grade.

Cross Gutters: Two cross gutters are proposed to upgrade the drainage runoff at the intersections of Torrey Pines Road and Little Street and Torrey Pines Road and Calle Juela. The cross gutter at Torrey Pines Road and Calle Juela is located on a steep grade and will require the removal and replacement of AC pavement along Calle Juela in order to meet the new asphalt grade.

Utility Relocations: The new improvements create the need to relocate several utilities. Four steel street lights (which require a 5'-1" depth for base foundation) are to be relocated behind the sidewalk. Large utility boxes at the intersection of Torrey Pines and Coast Walk will be relocated outside the sidewalk.

Environmental Considerations

The proposed project incorporates existing conditions resulting from implementation of the previously approved project along Torrey Pines Road between Prospect Place and La Jolla Shores Drive. Existing conditions in the surrounding area are essentially the same as those identified in the MND. The MND identified potentially significant impacts related to historical resources (archaeology) with mitigation measures identified to reduce all potential impacts to below a level of significance. This issue area is evaluated in the MND and is assessed below for the proposed project revisions, to demonstrate consistency with the findings and conclusions in the MND.

Historical Resources (Archaeology)

The proposed project would not result in any new significant archaeological resource impacts or a substantial increase in the severity of the impacts identified in the MND. That is, with the exception of the two proposed HAWK beacon pole locations on the north and south sides of Torrey Pines Road near Princess Street, the proposed project would be limited to previously developed areas evaluated in the MND, and would not directly affect any areas containing potential sensitive archaeological resources along Torrey Pines Road. For the two proposed HAWK beacon pole locations, adjacent to the previously recorded site boundary for Site CA-SDI-39, a prehistoric/ethnohistoric village site, LSA Associates conducted auger testing at these two locations to determine the potential for subsurface cultural deposits. During the course of the auger testing investigation, no cultural resources, including midden/anthrosols, were encountered. Soils observed within the Auger 1 testing location (north side of Torrey Pines Road) appeared to be highly disturbed. Soils within the Auger 2 testing location (south side of Torrey Pines Road) were likely part of the original slope that was modified during the construction of Torrey Pines Road. The auger testing investigation confirmed that Site CA-SDI-39 is not present within the two proposed pole locations and, as such, the mitigation measures identified in the MND, under Historical Resources (Archaeology) and Historical Resources (Archaeological Monitoring) in Section C. Specific MMRP Issue Area Conditions/Requirements, would continue to reduce potential construction impacts on archaeological resources from the revised project to below a level of significance.

Conclusion

For the reasons described above, it is our recommendation that the proposed project is within the scope of, and consistent with, the MND for Torrey Pines Road Improvements Project Phase I. The proposed project, therefore, would not require a subsequent environmental document pursuant to CEQA Guidelines Section 15162.

If you are in agreement and can make a consistency determination, please complete the following, return a copy to me and please include one copy in the Planning/Environmental project file at DSD.

Planning Department Concurrence Statement and Signature:

The above is adequate and I concur: Myra Herrmann
Print name



Signature

Senior Planner

Print Title

September 14, 2016

Date Signed

CP/plb

Attachments: Results of Auger Testing for Torrey Pines Road Improvements, Phase II Project
(LSA Project No. RKE1602), July 8, 2016
Final Mitigated Negative Declaration (Project No. 316436) April 2, 2014

cc: File

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Project Name:
 Work Order No or Job Order No.
 City Purchase Order No.
 Resident Engineer (RE):
 RE Phone#: Fax#:

Contractor's Name:
 Contractor's Address:
 Contractor's Phone #:
 Contractor's fax #:
 Contact Name:

Invoice No.
Invoice Date:
 Billing Period: (To)

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

SUMMARY

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

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

 Resident Engineer

 Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

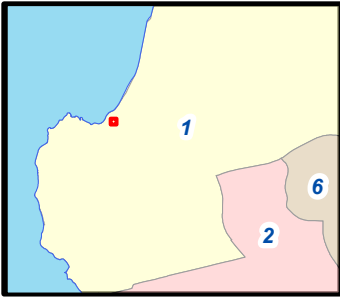
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP

Hillside Dr/Torr Pines Rd Intrs Improv

SENIOR ENGINEER MASTANEH ASHRAFZADEH 619-533-3781	PROJECT MANAGER STEVE BLISS 619-533-4668	PROJECT ENGINEER RHEA VIDA 619-533-4645	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
---	--	---	---



Legend

 Hillside Dr/Torr Pines Rd Intrs Improv

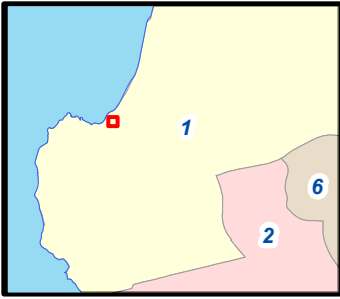


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APPENDIX F
ADJACENT PROJECT MAP

Hillside Dr/Torr Pines Rd Intrs Improv

SENIOR ENGINEER MASTANEH ASHRAFZADEH 619-533-3781	PROJECT MANAGER STEVE BLISS 619-533-4668	PROJECT ENGINEER RHEA VIDA 619-533-4645	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
---	--	---	---



Legend

- Hillside Dr/Torr Pines Rd Intrs Improv Project
- Torr Pines Road Improvement Phase 2



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APPENDIX G

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

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

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

APPENDIX H

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 402-2, "Protection", of the 2018 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:



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

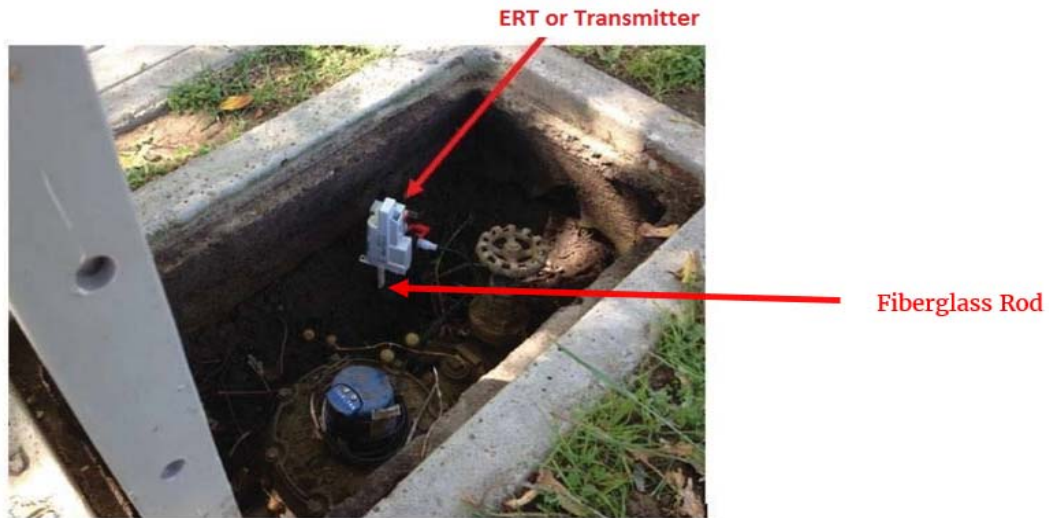


Photo 6 below is an example of disturbance that shall be avoided:

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.

ATTACHMENT F
RESERVED

ATTACHMENT G
EVALUATION AND SELECTION CRITERIA

EVALUATION AND SELECTION CRITERIA

Proposals will be ranked according to the criteria described below:

1. Proposer Exceptions to this RFP – Pass / Fail

- 1.1. If the Proposer takes exception to any portion of the contract terms, the Proposer must identify and explain to the City in writing the basis for the exception. The Proposer must submit any claimed exception a minimum of 10 calendar days prior to the due date for submission of Proposals. Exceptions taken after the submission period for this RFP may be cause for rejection of the Proposal as being **non-responsive**.

2. Summary of Proposal (5 Points Max)

- 2.1. Each Proposer must submit a one to two page summary of its Proposal.

3. Project Team (5 Points Max)

- 3.1. Describe the proposed management plan for this Project. Describe the qualifications of key proposed construction and technical personnel, and subcontractors, from applicable fields including the following:
 - 3.1.1. Civil
 - 3.1.2. Structural
 - 3.1.3. Environmental
 - 3.1.4. Geotechnical

4. Technical Approach and Design Concept (30 Points Max)

- 4.1. Describe in detail the proposed design concept for this Project. Include detailed descriptions, conceptual design drawings, schematics, a list of major equipment, and any other information deemed necessary to allow the City to make an informed evaluation of the Proposer's technical approach. The completeness and technical merit of the design concept will be evaluated.

The following elements shall be included in this Technical Proposal:

- 4.1.1. The City will select a Proposer that will offer the highest overall score based on weighted criteria for the design and construction per the scope shown in Attachment 'A' and the requirements of this contract. The Work and Services required of the Proposer include those during design, construction, and startup of the Project. The Proposer shall provide all management, supervision, labor, services, temporary services, equipment, tools, supplies, and any other item of every kind and description required for the complete design and construction, of the Project, as described in Attachment 'A'.

- 4.1.2. The Project Manager will assemble a team which will evaluate the proposals and utilize the point system described below to rank the Proposer. The Proposers will be notified in writing of the City's final decision. Selection of the Proposer will be based on the following criteria:
- 4.1.3. Proposed Design Schedule: Outline the proposed design schedule, including sequencing of each major design component (30%, 60%, 100%, Final Design and proposed durations
- 4.1.4. Traffic Control Approach - The Design-Builder shall describe its general approach to developing a traffic control and local access management plan (Traffic Control Plan).
- 4.1.5. Storm Water Pollution Control Best Management Practices
- 4.1.6. Subsurface Investigation and Geotechnical Work
- 4.1.7. Quality Assurance/Quality Control Plan (QA/QC Plan) - The Design-Builder shall submit a QA/QC Plan specifically developed for this Project

5. Construction Plan (30 Points Max)

- 5.1. Describe the proposed construction plan for this Project, including the following, at a minimum:
 - 5.1.1. Identify challenges and issues
 - 5.1.2. Construction approach and methods
 - 5.1.3. Project Coordination
 - 5.1.4. Plan for operation of utilities during construction
 - 5.1.5. Plan for phasing of construction activities
 - 5.1.6. Proposed safety program
 - 5.1.7. Proposed emergency response plan
 - 5.1.8. Proposed construction schedule
 - 5.1.9. Traffic Control Management
 - 5.1.10. Community Impact
 - 5.1.11. Critical path schedule
 - 5.1.12. Describe Cost Saving Measures

6. Equal Opportunity Contracting Program (25 Points Max)

- 6.1. Failure to submit the required EOCP information will result in Proposal being determined as **non-responsive**.
- 6.2. Subcontractor Documentation
 - 6.2.1. The points will be awarded according to the chart below, based upon actual subcontract award amounts, as set forth in the price proposals.

OUTCOME		MAXIMUM POSSIBLE POINTS
1	5% - 9% participation SLBE, ELBE or DVBE	5
2	10%-14% participation SLBE, ELBE or DVBE	10
3	15%-19% participation SLBE, ELBE or DVBE	15
4	20%-24% participation SLBE, ELBE or DVBE	20
5	25% participation SLBE, ELBE or DVBE	25
In no case the points shall exceed 25.		

7. Reference Checks (5 Points Max)

- 7.1 Three (3) references will be required.

TOTAL POINTS: 100

8. Review of Technical Proposal

- 8.1. Following the receipt of the Technical Proposal, the City anticipates allotting 2 weeks for review of the Technical Proposals.

9. Final Selection Based on Weighted Criteria

- 9.1 Based on the Design-Builders’ Proposals and any follow-up presentations, and using the Project’s Evaluation Criteria, the Panel will continue to rank the Design-Builder’s Proposals by determining an overall score which shall be calculated as follows:
- 9.2 A maximum of 60 points will be assigned for the Contract Price as proposed. The lowest total Contract Price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category. The other Price Proposals will be scored based on how much higher their total Contract Prices compare to the lowest:

$$\left(1 - \frac{(\text{Contract Price} - \text{Lowest Contract Price})}{(\text{Lowest Contract Price})}\right) \times \text{Max Pts} = \text{Pts Rcvd}$$

- 9.3 A maximum of 40 points will be assigned for the qualitative criteria described in the RFP. All Proposals shall receive scores based on 40 times the average of the composite ratings provided by the Panel.
- 9.4 The Selected Design-Builder will be the team with the highest total score earned. Design-Builders will be notified in writing of the City's final decision.
- 9.5 For example, if the lowest total Contract Price of all proposals is \$100, that Proposal would receive the maximum allowable points for the price category. If the total Contract Price of another proposal is \$105 and the maximum allowable points is 80 points, then that Proposal would receive $(1 - ((105 - 100) / 100)) \times 80 = 76$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points - the score cannot be a negative number. The below example using the same 80/20 split illustrates the calculation outcomes with Firm A winning the competition even though Firm A did not have the highest rated proposal or the lowest price:

Firm	Avg. Composite Rating	Qualitative Score (20Max)	Price Proposal	Price Score (80 Max)	Total Score (100 Max)
A	85.00	17.00	\$105	76.00	93.00
B	88.00	17.60	\$130	56.00	73.60
C	50.00	14.60	\$100	80.00	90.00
Note: All figures will be rounded off to two decimal places.					

ATTACHMENT H
PRICE FORMS

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Hillside Dr (SD Syst Install/Resurface) Improv**, for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date Proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	\$	\$
2	541330	Engineering and Design Services	1	D	LS	\$	\$
3	237310	Construction	1		LS	\$	\$
4		City Contingency (EOC Type II)	1		AL	 	\$40,000.00
5	541330	WPCP Development	1	D	LS	\$	\$
6	237310	WPCP Implementation	1		LS	\$	\$
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE):							\$

*** Design Element (For City Use)**

Total Price for Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Design-Builder: _____

Title: _____

Signature: _____

The names of all persons interested in the foregoing proposal as principals are as follows:

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

DESIGN-BUILD LIST OF SUBCONTRACTORS
TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, SDB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: _____								

① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Part 0 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

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

- ① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ATTACHMENT I
CERTIFICATION AND FORMS

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Hillside Dr (SD Syst Install/Resurface) Improv**

2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.

3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: _____

The Design-Builder: _____

By: _____
(Signature)

Title: _____

PROPOSAL

DESIGN-BUILDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to the "Request for Proposal", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Signature (Given and surname) of proprietor _____
- (3) Place of Business (Street & Number) _____
- (4) City and State _____ Zip Code _____
- (5) Telephone No. _____ Facsimile No. _____
- (6) Email Address _____

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature, with official title of officer authorized to sign for the corporation:

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of _____

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**Request for Proposal**", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION _____

LICENSE NO. _____ EXPIRES _____/_____/_____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: _____

This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): _____

E-Mail Address: _____

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature _____ Title _____

SUBSCRIBED AND SWORN TO BEFORE ME, THIS _____ DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Blue Pacific Engineering & Construction , a corporation, as principal, and THE OHIO CASUALTY INSURANCE COMPANY , a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of Four Hundred Sixty Five Thousand Dollars and Zero Cents (\$465,000.00), for the faithful performance of the annexed contract, and in the sum of Four Hundred Sixty Five Thousand Dollars and Zero Cents (\$465,000.00), 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.

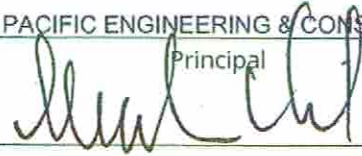
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

Dated MARCH 11, 2021

Approved as to Form

BLUE PACIFIC ENGINEERING & CONSTRUCTION

By


Principal

Shahram Elihu

Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By



Deputy City Attorney

THE OHIO CASUALTY INSURANCE COMPANY

Surety

By



MARK D. IATAROLA, Attorney-in-fact

Approved:

17771 COWAN AVENUE, SUITE 100

Local Address of Surety

By



Stephen Samara

Principal Contract Specialist

Engineering & Capital Projects Department

IRVINE, CA 92614

Local Address (City, State) of Surety

949/263-3356

Local Telephone No. of Surety

Premium \$ 7,975.00

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 024251139

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

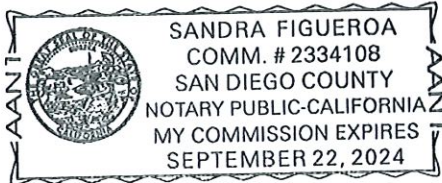
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of SAN DIEGO }

On 3/11/2021 before me, SANDRA FIGUEROA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8204105-024100

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Helen Maloney; Jessica Schmal; John G. Maloney; Mark D. Iatarola; Sandra Figueroa; Tracy Lynn Rodriguez

all of the city of Escondido state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of August, 2020.



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

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11TH day of MARCH, 2021.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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.

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.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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.

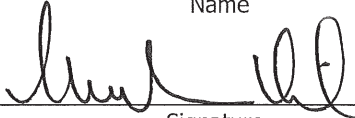
CHECK ONE BOX ONLY.

- 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: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor

Name

 Signature

Date 09/03/2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Blue Pacific Engineering & Construction			
Street Address	City	State	Zip
7330 Opportunity Road, Suite A, San Diego		CA	92111
Contact Person, Title		Phone	Fax
Shahram Elihu, Sole Proprietor		858-956-1456	619-291-0482

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Shahram Elihu	Sole Proprietor
City and State of Residence	Employer (if different than Bidder/Proposer)
Solana Beach CA	
Interest in the transaction	
100% Ownership of Blue Pacific Engineering & Construction	

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.

Shahram Elihu
09/03/2020

 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.

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

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:

NAME	TITLE
Shahram Elihu	Sole Proprietor

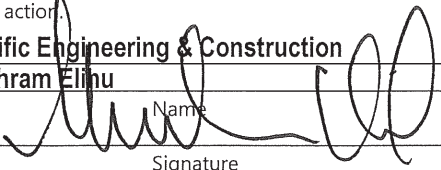
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last 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: Blue Pacific Engineering & Construction
 Certified By: Shahram Elihu Title Sole Proprietor
 Signature  Date 09/03/2020

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

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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
Nasland Engineering	Don Nasland, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting	Michael McGrath, President

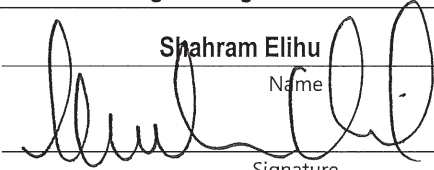
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Blue Pacific Engineering & Construction

Certified By  Title Sole Proprietor
Name Signature Date 09/03/2020

USE ADDITIONAL FORMS AS NECESSARY*

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Hillside Dr (SD Syst Install/Resurface) Improv

(Project Title)

as particularly described in said contract and identified as RFP No. **K-21-1951-DB1-3**; SAP No. (WBS/IO/CC) **B-20151**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:
State of _____ County of _____

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

Notary Public in and for said County and State

ATTACHMENT J
DESIGN-BUILD AGREEMENT

ATTACHMENT J
DESIGN-BUILD AGREEMENT

DESIGN-BUILD AGREEMENT

This Design-Build agreement [Contract] is made and entered into this ____ day of _____, 2021, by and between The City of San Diego [City], a municipal corporation, and **Blue Pacific Engineering and Construction** [Design-Builder], for the purpose of designing and constructing the **Hillside Dr (SD Syst Install/Resurface) Improv** (Project) in the amount of Four Hundred Sixty Five Thousand Dollars and Zero Cents (\$465,000.00). The City and Design-Builder are referred to herein as the "Parties".

RECITALS

- A. The City desires to construct the Project located in the City of San Diego, California.
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Agreement.
- C. The City has issued Request for Proposal (RFP) number **K-21-1951-DB1-3** for **Hillside Dr (SD Syst Install/Resurface) Improv**, pursuant to which the City solicited Proposals from design-build teams to design, rehabilitate, and build the Project.
- D. In accordance with City's RFP, Design-Builder submitted a Proposal for the Project and is prepared to enter into this Agreement.
- E. The City has selected the Design-Builder to perform, either directly or pursuant to Subcontracts, hereinafter defined, the design, engineering, and construction services set forth in this Agreement and the Contract Documents, hereinafter defined.
- F. The Design-Builder is ready, willing, and able to perform the services required in accordance with the terms and conditions of this Agreement.
- G. Execution of this Agreement by the Design-Builder is a representation that the Design-Builder has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

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

AGREEMENT

- A. Recitals and Attachments. The above referenced recitals are true and correct and are incorporated into this Agreement by this reference. All attachments referenced in this Agreement section are incorporated into the Contract by this reference.
- B. Contract Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner to the satisfaction of the City, lien free and in compliance with the Contract Documents and within the time specified, in return for timely payment by the City in accordance with the Contract.
- C. Attachments. All attachments e.g., Reference Standards in the RFP, Supplementary Special Provisions (SSP), the attached Faithful Performance and Payment Bonds Agreement and Supplemental Agreements, and the attached Price Proposal included in Attachment H and the Proposal documents by the Contractor are incorporated into the Contract by this reference.

- D. Contract Documents. This Contract incorporates the 2018 Edition of the Standard Specifications for Public Works Construction [The GREENBOOK], including amendments set forth in the 2018 edition of the San Diego Specifications for Public Works Construction [The WHITEBOOK]. The Contract Documents shall include the items mentioned in section 3-7.2 of The WHITEBOOK and shall follow that order of precedence.


IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

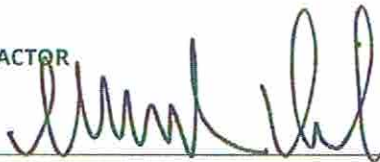
Print Name: Stephen Samara
Principal Contract Specialist
Engineering & Capital Projects Department

Print Name: Mark M. Morse
Deputy City Attorney

Date: 5/13/2021

Date: 5/28/21

CONTRACTOR

By 

Print Name: Shahram Elihu

Title: Owner

Date: 3/15/2021

City of San Diego License No.: B2010019612

State Contractor's License No.: 824455

City of San Diego's

Design-Build Services for the Hillside Drive (SD Syst Install/Resurface) Improvements

K-21-1951-DB1-3

September 3, 2020



Prepared by:

BLUE PACIFIC

In association with:

NASLAND ENGINEERING

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PROPOSED DESIGN-BUILD TEAM

GENERAL CONTRACTOR

Legal name of company
Blue Pacific Engineering & Construction

Legal form of entity
Sole Proprietorship

Year of establishment of entity
2003

Parent company
N/A

Address of main office
7330 Opportunity Road, Suite A, San Diego,
CA 92111

Address satellite office : N/A

Contact information
Richard Egan, Project Manager
7330 Opportunity Road, Suite A, San Diego,
858-956-1456
Richard@bluepacificeng.com

of employees in SD County
26

City of SD Business License
B2010019612

State Contractor's License No.
824455

DESIGNER

Legal name of company
Nasland Engineering

Legal form of entity
California Corporation

Year of establishment of entity
1959

Parent company
Nasland does not have a parent company

Address of main office
4740 Ruffner Street, San Diego, CA 92111

Address satellite office
N/A

Contact information
Larry Thornburgh, Director of Engineering
4740 Ruffner Street, San Diego, CA 92111
(858) 292-7770 | larryt@nasland.com

of employees in SD County
40 Employees

City of SD Business License
License # B1974002146

Professional A/E License No.
State of CA – Civil Engineer #49795

1. PROPOSER EXCEPTIONS TO THIS RFP

We take no exception to this RFP

2. SUMMARY OF PROPOSAL

This proposal includes the necessary design and construction to improve the intersection of Torrey Pines Road and Hillside Drive by flattening the Hillside Drive approach and raising the edge of Torrey Pines Road to alleviate bottoming out of vehicles. The proposal includes the installation of a storm drain system for any new low points created by the roadway work, asphalt overlay of Torrey Pines Road, re-profiling of the gradient up Hillside Drive, replacement of concrete panels in Hillside Drive, removal and replacement of curb, gutter, and sidewalk as required, roadway re-striping, and utility conflict avoidance.

3. PROJECT TEAM

ORGANIZATION CHART

City of San Diego
Public Works Department

DESIGN TEAM

CONSTRUCTION TEAM

**CIVIL ENGINEER -- NASLAND
ENGINEERING**

**BLUE PACIFIC ENGINEERING AND
CONSTRUCTION**

DIRECTOR OF ENGINEERING
Larry Thornburgh, PE, PLS

PROJECT ENGINEER
Shahram Elihu

PROJECT MANAGER
Jarrett Linn, PE

PROJECT MANAGER
Richard Egan

SURVEY PROJECT MANAGER
John Winn, PLS

SUPERINTENDENT
Gibby Pacheco

ENVIRONMENTAL -- PANGIS

Larry Thornburgh, PE, PLS | Director of Engineering | Nasland Engineering

Larry will serve as Director of Engineering for Nasland Engineering. He will be responsible for implementing a uniform quality control program, monitoring the schedule and budget, design oversight, and providing ultimate assurance that both Blue Pacific and the City of San Diego's needs are met. Larry has more than 30 years of experience in the industry and is well versed in all technical elements anticipated for this project.

Representative Projects

Old Otay Mesa Road Improvements, San Diego, CA

Larry led the design team to provide civil engineering design services for a 1 mile section of Old Otay Mesa Road to widen the existing narrow roadway providing sidewalks, bike lane, and appropriate roadway geometry. With the roadway and drainage improvements, the project included biofiltration basins, retaining walls, and utility relocations.

SANDAG On-Call Environmental Planning, Architect & Engineering Design Services

Larry manages the SANDAG contract and oversees the design and permitting of projects which includes Pershing Bikeway, the Coastal Rail Trail in Encinitas and the Rose Creek Section of San Diego. Projects include surveying, right-of-way engineering, bikeway and roadway improvements, drainage design, flood control, traffic, and water pollution control. Permitting include local permitting, CEQA permitting, NEPA compliance with Caltrans Local Assistance, and the management of environmental documents preparation, supporting technical studies, and resource agency permitting.

Highway 101 West Side Improvements, Solana Beach, CA

Nasland Engineering was retained, as a prime consultant, by the City of Solana Beach to prepare and process a plan for traffic calming and streetscape improvements on Highway 101 throughout the City limits. The project's design principle was to incorporate traffic calming but keep efficient traffic flow. Larry was the Project Manager for the project.

Jarrett Linn, PE | Project Manager | Nasland Engineering

Mr. Linn is a registered professional civil engineer and has provided design services for a variety of roadway and infrastructure projects.

Representative Projects

Old Otay Mesa Road, City of San Diego

Jarrett provided civil engineering design services for a 1-mile section of Old Otay Mesa Road in the City of San Diego. Design included re-aligning and widening the existing roadway, drainage, stormwater treatment, retaining walls, and traffic engineering.

Pershing Bikeway Improvements, SANDAG, San Diego

Project Manager. The Pershing Drive Bikeway project is a complete streets revision of Pershing Drive. The project proposes utilizing a portion of the existing roadway for landscaped medians that also manage stormwater with green infrastructure, and a two-way bike trail, improved sidewalk, and an earthen running path along the 2.6-mile stretch.

Camino Del Mar Trail, Del Mar, CA

Jarrett was Project Manager for the Camino Del Mar Trail project. It is a multi-use path for pedestrians and bicyclists that completes the corridor from the Del Mar Village to Torrey Pines State Beach.

East Vista Way Raised Medians, Vista, CA

Jarrett was responsible for the preparation of plans, specifications and cost estimates for a raised roadway median along a portion of East Vista Way. Work included topographic survey, preparation of construction documents necessary to construct the proposed improvements, and coordination of landscaping and traffic signal modification designs.

Camino Del Rey Improvements, San Diego County, CA

Jarrett provided all engineering and design work incidental to preparation of complete construction plans, specifications, and Engineer's cost estimate (PS&E) for the final roadway improvements. The improvements included re-alignment and re-profiling Camino Del Rey above the 100- year base flood elevation with drainage improvements to protect the roadway from a flood event.

SHAHRAM ELIHU
321 El Pedrigal Dr.
Solana Beach, CA 92075
(619)788-9428
Selihu@bluepacificeng.com

EDUCATION:

1977 Arizona State University, Tempe
Obtained Master of Science in Engineering

1975 University of California, Berkeley
Obtained Bachelors of Science in Engineering

EXPERIENCE:

2007 - 2012 Palm Engineering Construction Company, Inc.
San Diego, CA
Construction Manager

2004- Present Blue Pacific Engineering & Construction
San Diego, California
Owner

1993-2004 Shiva Construction, Inc.
San Diego, CA
Contract Manager/ Partner

LICENSES:

1985 California Contractors' License
#824455 - A, B, C-27, C-10, C-8

REFERENCES:

Ross Shabazi, President
Palm Engineering Construction Company, Inc.
619-245-3027; ross@palmengineeringco.com

Peryn White, Resident Engineer
City of San Marcos
619-850-3851

Richard William Egan

Project Manager

Cell 619-634-1451

Richard@bluepacificeng.com

SUMMARY OF QUALIFICATIONS

Twenty-seven years of experience in the Engineering Construction Management field, proficient in all aspects of Government Contracting from bid to award, through contract compliance and final completion.

PROFESSIONAL EXPERIENCE

Currently Project Manager for Blue Pacific Engineering. Formerly at Business Thru Government Supervising and assisting Eighty-Six Government Contracting Clients. Managing and training a team of other Contract Administrators and writing bids for all types of contracting vehicles from Small Business Set Asides to IDIQ's and GSA schedule contracts, and managing a small business at JEA Consulting Engineers that specialized in Linear Accelerator Installation for Hospitals for twenty two years.

EMPLOYMENT HISTORY

Company: **Blue Pacific Engineering & Construction** p 858-956-1456

Title: Project Manager

Term of Employment: 05/11/15 - Presently Employed

Address: 7330 Opportunity Road, Ste J, San Diego, CA 92111

Duties: Managing Public Works Projects. Assisting and Managing Subcontractors. Contract Administration Including; Correspondence with Government Agencies and Municipalities, Submittals, RFI's, Virtual Project Management Portals, Change Orders and Project Tracking.

Company: **Business Thru Government** p 619-501-6464

Title: Senior Researcher

Term of Employment: 02/27/2012 - 5/5/2015

Address: 2878 Camino Del Rio North, Ste 310, San Diego 92108

Duties: Managing Contract Administration Staff of three. Assisting clients with all aspects of Government Contracting from Proposal Creation through Final Invoicing. CPM Construction Scheduling, RFI's, Submittals, Daily Reports, Prevailing Wage Compliance, Change Orders, CDBG and HUD Section3 Plans and Compliance, CRM Software and client data (physical and electronic) maintenance

Company: **JEA Consulting Engineers** p 619-828-0022

Title: Office Manager

Term of Employment: 04/01/1989 - 02/20/2012

Address: 3685 Vista Campana N. #43 Oceanside, CA 92057

Duties: Writing Proposals and preparing sales presentations, CAD file and physical plan management, Billing, Collections, Accounts Invoicing and Tracking, Database Creation, and Pension Administration

EDUCATION AND AWARDS

Bachelors in Advertising 2001

The Art Institute, San Diego, CA

Award: First Place for Website Design at RCPI Advertising Showcase

Effective Communications Course

Dale Carnegie Institute, San Diego, CA -1991

Award: Highest Award for Achievement

COMPUTER SKILLS

Proficient in: Microsoft Project, AutoCAD, VPM, Microsoft Excel, Word, Powerpoint and Outlook. Apache Open Office, Adobe Acrobat, Internet Explorer, Mozilla and Chrome

REFERENCES

Company: JEA Consulting Engineers

Contact: Joseph Egan, Owner

Phone: 619-828-0022

Email: jeaemail@cox.net

Company: Synectic Solutions, Inc.

Contact: Brenda Melson, Senior Human Resources Manager

Phone: 760-419-0207

Email: bmelson@synecsolu.com

Company: Palm Engineering Construction Company, Inc.

Contact: Rasoul (Ross) Shahbazi

Phone: 619-291-1495

Email: ross@palmengineeringco.com

Company: MA Stevens Construction

Contact: Stan Smith, Superintendent

Phone: 619-772-0114619

Email: ssmith@mastevensconstruction.com

Company: SealRight Paving, Inc.

Contact: Stephen Houston, Lead Estimator

Phone: 619-608-5676

Email: stephen@sealrightpavinginc.com

Agency: City of Imperial Beach

Contact: Paul Macias, Construction Inspector

Phone: 619-628-1371

Email: pmacias@imperialbeachca.gov

GILBERT PACHECO

Superintendent

COMPANY

Blue Pacific Engineering & Construction
7330 Opportunity Road, Suite J
San Diego, CA 92111

CELL

619-335-3824

QUALIFICATIONS

Fluent in English and Spanish
Thirty years in the Construction Field
Experienced in All Concrete Structures
Pouring and Finishing concrete

HAZMAT Certificate
D2 Grade in Water Distribution
Pervious Concrete Technician
Competent Person Certificate
OSHA 30 hr

WORK HISTORY

H&D Construction 1987-1990

American Concrete 1990-2011

WORK EXPERIENCE

Paul Ecke Central Improvements CS16D

City of Encinitas RE Matt Widelski (760) 633-2862

DESCRIPTION OF WORK

12" RCP Stormdrain, Curb Inlet Type B, Permeable Pavers, Masonry Block Wall, ADA Pedestrian Ramps, Signage and Striping, Relocation of Irrigation Valves

PROJECT DURATION

07/05/2016 - 08/18/2016

Five Points Neighborhood Pedestrian Improvements L-16-1391-DBB-2

City of San Diego RE Ricardo Sanchez (619) 980-6310

DESCRIPTION OF WORK

Demo, Excavation, Trenching, Installation of Conduit and Signal Improvements, Installation of Pavement, Concrete, ADA Warning Tiles, Signage and Striping

PROJECT DURATION

07/18/2016 - 12/23/2016

Maryland Avenue Improvements

City of La Mesa RE Kathy Feilen (619) 667-1347

DESCRIPTION OF WORK

Demo and Replacement of Asphalt and Sidewalk, Traffic Signal Modification and Striping

PROJECT DURATION

7/15/15 - 2/23/16

Lake Poway Parking Expansion

City of Poway Jeff Beers (858) 668-4624

DESCRIPTION OF WORK

Construction of Outdoor Performance Stage and Installation of Asphalt, Concrete and Landscaping

PROJECT DURATION

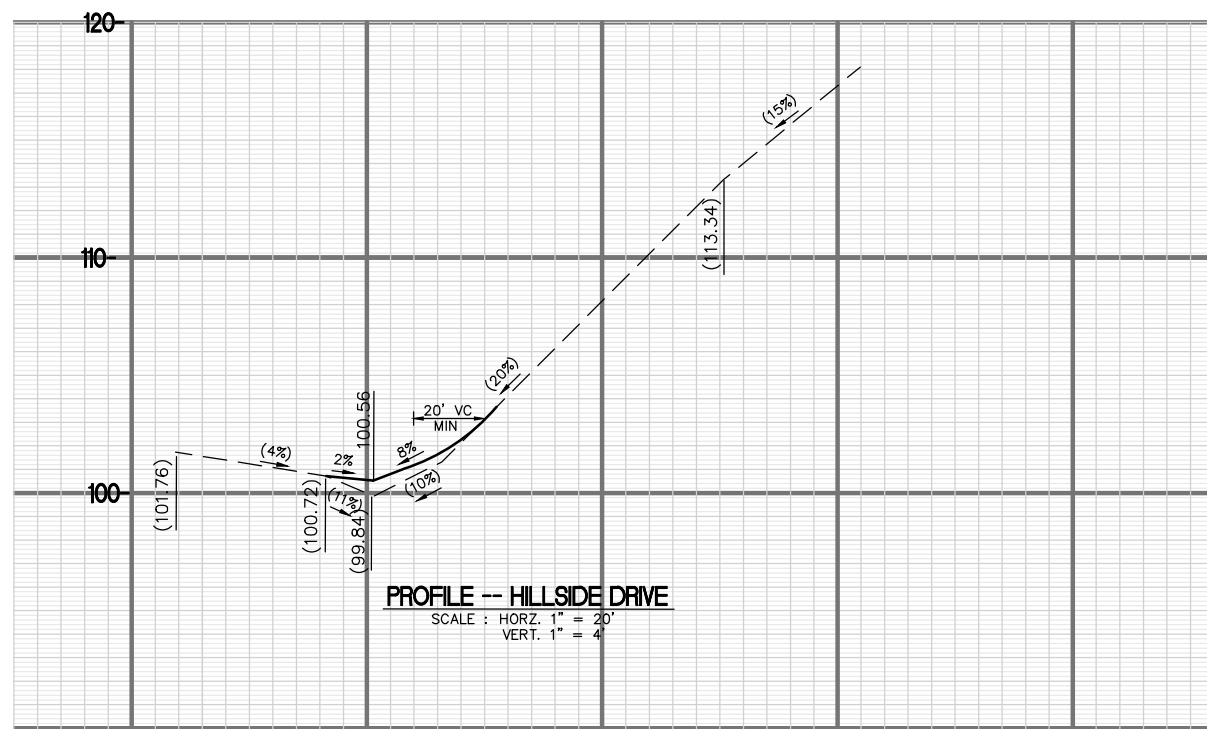
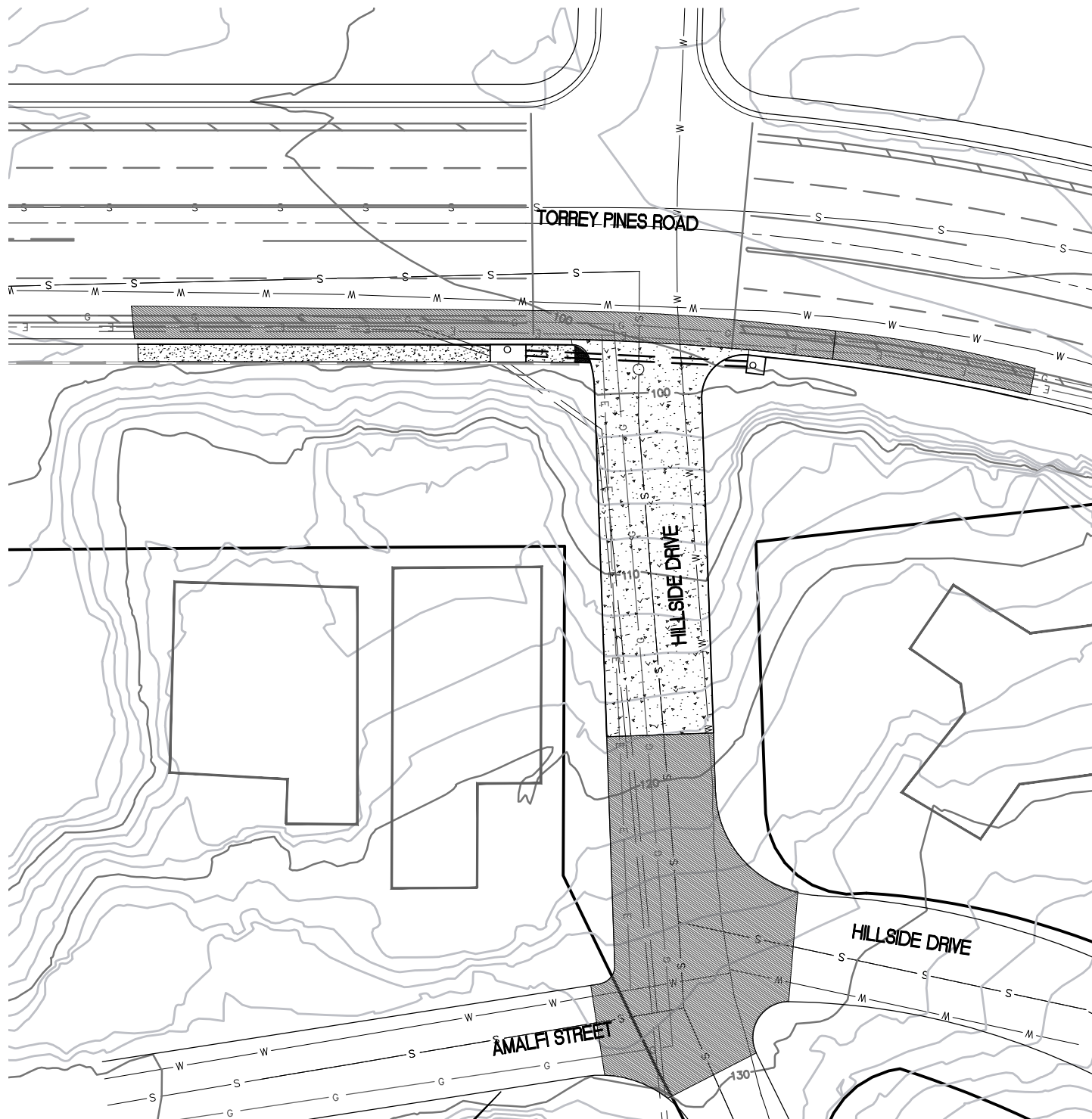
11/16/15 - 3/21/16

4. TECHNICAL APPROACH AND DESIGN CONCEPT

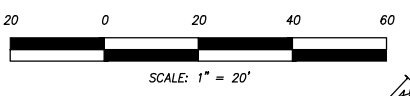
4.1 Design Concept

The proposed design concept is detailed in a concept plan attached in the appendix as Concept Drawings. We understand the goal of the project is to improve the vehicle approach at Hillside Drive at the intersection at Torrey Pines Road. The Hillside Drive existing gradient is 20% just south of Torrey Pines Road which impacts lower profile vehicles. From an engineering inspection, the concept design includes re-profiling the intersection by increase the curve length, but decreasing intercepting cross slope of the two roadways. Torrey Pines Road is in super elevation at this intersection and the most southerly portion over the bikeway approaches a 10% cross fall. Decreasing the Torrey Pines Roadway crossfall to 2% with an overlay would not impact the Torrey Pines vehicle profiles, but would allow the flowline intersection to be raised by over ½ foot and allow for an increased vertical curve between the two roadways. Drainage from Torrey Pines Road would be intercepted by a new curb inlet on the east side of the intersection. The curbs and pavement approaches in the bikelane of Torrey Pines Road would be removed and smoothed tapering in each direction.

The existing concrete pavement in Hillside Drive would be replaced; the lower portion at a revised gradient for smoother traffic flow. The upper asphalt paving would be rehabilitated up through the Amalfi Street intersection.



PROFILE -- HILLSIDE DRIVE
 SCALE : HORZ. 1" = 20'
 VERT. 1" = 4'



STREET ADT DATA TABLE					
STREET NAME	CLASSIFICATION	85th PERCENTILE SPEED (MPH)	DESIGN SPEED	ADT	R/W (FEET)
TORREY PINES ROAD	4 LANE COLLECTOR ST.	45	50	54,000	100'
HILLSIDE DRIVE	LOCAL - RESIDENTIAL	25	25	1,340	50'

Nasland Civil Engineering Surveying Land Planning
 T (808) 292-7776
 4740 Bullfinch Street
 San Diego, CA 92111
 nasland.com

**PLANS FOR THE CONSTRUCTION OF
 HILLSIDE DRIVE**
COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 1 OF 1 SHEETS

APPROVED: _____ DATE _____
 FOR CITY ENGINEER _____ DATE _____
 PRINT DCE NAME _____ RCE # _____

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	NE			

AS-BUILTS

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE CL 235 (WATER)	-
PIPE SDR 35 (SEWER)	-
GATE VALVES	-
FIRE HYDRANTS	-
SEWER MANHOLES	-
REHABILITATE SEWER MANHOLES	-
REHABILITATE SEWER MAIN	-

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



C-1

X-D 1

4.1.3 Design Schedule

	November	December	January	February	March	April	May	June	July
Notice to Proceed	█								
Obtain City Provided Topography	█								
Preparation and Validation of Concept Design	█	█							
Potholing		█							
Preparation of 30% Design Plans		█							
Submit 30% Design Plans			█						
City Review of 30% Plans			█	█					
Preparation of 60% Design Plans			█	█	█				
Street Improvement Plans			█	█	█				
Traffic Control Plans			█	█	█				
Hydrology Study			█	█					
QA/QC					█				
Submit 60% Design Plans					█				
City Review of 60% Plans					█	█			
Preparation of 90% Design Plans						█	█		
Street Improvement Plans						█	█		
Traffic Control Plans						█			
Hydrology Study						█			
QA/QC							█		
Submit 90% Design Plans							█		
City Review of 90% Plans							█	█	
Preparation of 100% Final Design Plan Submittal								█	█
City Signed Plans									█
Construction Start									█

4.1.4 Traffic Control Approach

The traffic control plans will be developed by Nasland Engineering and Blue Pacific Engineering & Construction to provide safe traffic flow throughout the project for the duration of construction activities. The traffic control plans will be maintained as approved by the City of San Diego and will be provided for the safety of the workers within the work zone and to minimize disruptions to residents, businesses, schools and commuters. A careful review of the roadway geometry and the traffic volumes will be used in traffic control plan preparation. A daily closure of the outside east bound lane and bikelane of Torrey Pines Road would be required for daily construction activities in the intersection. To expedite construction, Hillside Drive would be closed to through traffic for daily operations and for periods of pavement replacement. Traffic would be detoured to Amalfi Drive.

4.1.5 Storm Water Pollution Control Best Management Practices

The Water Pollution Control Plan will be developed by the subcontractor McGrath Consulting prepared in accordance with City of San Diego Standards. We understand the La Jolla Area is an Area of Special Biological Significance (ASBS) and will pay close attention to storm water BMPs. The construction team will designate a Qualified SWPPP Practitioner (QSP) who shall implement the following to prevent and control the discharge of non-storm water pollutants to the storm water conveyance system and receiving waters to the Maximum Extent Practicable (MEP):

1. Elimination of unauthorized discharges.
2. BMP inspection, maintenance, and repair.
3. Implementation of the Rain Event Action Plan (REAP) no later than 24 hours prior to a likely precipitation event.
4. Monitoring Requirements for Non-Visible Pollutants.
5. Visual Observation Exemptions.

With the project's location within paved roadways, the primary BMP will include street sweeping on a regular basis to remove construction-related dirt and debris during construction and protection of adjacent inlets. Street sweeping shall be performed a minimum of two times per week in active construction areas and as frequently as necessary to maintain a clean and neat appearance throughout the project corridors. Street Sweeping shall also be performed immediately prior to rainfall events predicted to produce runoff.

4.1.6 Subsurface Investigation and Geotechnical Work

All underground utilities will be plotted from record drawings. Those utilities noted to conflict or cross the proposed storm drain alignment will be marked by Underground Service Alert (USA) utility and potholed to ascertain horizontal and vertical location prior to completed final design.

As the construction does not propose grading, creating slopes, structural improvements, or excavations exceeding 5 feet, no specific geotechnical investigation is proposed. Available soils maps will be used and testing of materials for R values will be performed prior to establishing pavement sections.

4.1.7 Quality Assurance/Quality Control

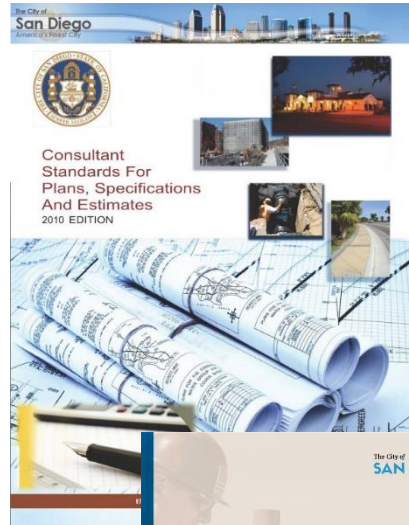
The Blue Pacific Safety and Quality Control Plan is included in Attachment A

Design QA/QC

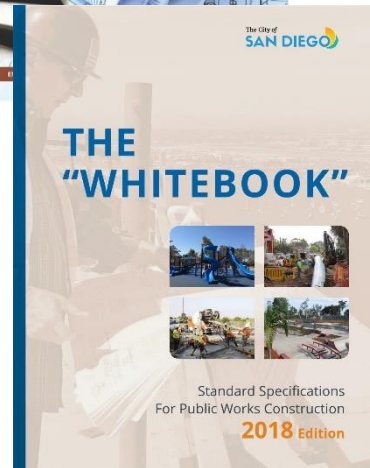
Producing high quality design deliverables is essential to the success of the project. The Nasland team will be solely responsible for project quality assurance and quality control design. This process begins when the project is awarded. The team will submit a complete project quality plan including the quality plan at the project kickoff meeting with the City of San Diego. The QA/QC manager will verify project scope and to ensure proper standards are being used for this project. The team will develop the project design based on the appropriate standards which include;

- Consultant Standards for Plans, Specifications and Estimates
- San Diego Regional Standard Drawings
- City of San Diego Standard Drawings
- Regional Standard Specifications “Greenbook”
- City of San Diego Standard Specifications “Whitebook”

The Team will use City provided checklists and incorporate them into the plan reviews for submittals at 60%, 100% and Final Design. Also included will be previous City comments with responses provided by the Design-Build team. An interdisciplinary review will be conducted for each submittal. The final submittal will include all documentation with fully agreed upon and resolved comment responses, checklists and design calculations.



during
team
design
Diego.
the



5. CONSTRUCTION PLAN

5.1.1 Identify Challenges and Issues

The City of San Diego's street design manual notes maximum roadway grades of 15% and 10' of vertical curve required for each 1% of grade differential. The existing gradient of Hillside Drive is 20% and the existing grade differential with Torrey Pines Road is over 25% achieved in about 20 horizontal feet. The challenge is to reduce the grade differential and lengthen the distance over which the grade differential occurs without impacts to the vertical profile of Torrey Pines Road. The proposed solution includes an overlay of Torrey Pines Road to reduce its cross fall as much as possible and lengthen the vertical curve between the Torrey Pines Road profiles and Hillside Drive.

Issues associated with the design approach include the addition of a storm drain inlet and pipe across Hillside Drive, achieving positive flow across Hillside Drive on Torrey Pines Road, and installation of a new storm drain across Hillside Drive with potentially conflicting utilities.

5.1.2 Construction approach and methods

The construction approach includes potholing existing utilities, maintaining their service, and installation of a new storm drain across Hillside Drive. Once the storm drain is installed, curb and concrete work on Torrey Pines Road would be installed, followed by the pavement rehabilitation, overlay and striping to reduce traffic control set-ups on Torrey Pines Road. Completing the project would include removal and replacement of the concrete paving and asphalt paving rehabilitation on Hillside Drive.

5.1.3 Project Coordination

The contracting and design team will work together and with the City of San Diego to assure a successful project. One presentation to the La Jolla Community Planning Association will be made to inform the public and door hanger notices of upcoming construction and roadway closures distributed prior to construction.

No other conflicting construction projects are known at this time.

5.1.4 Plan for Operation of utilities during construction

All underground utilities will be plotted from record drawings. Those utilities noted to conflict or cross the proposed storm drain alignment will be marked by Underground Service Alert (USA) utility and potholed to ascertain horizontal and vertical location prior to completed final design.

Final design of the storm drain and alignment will be dependent on the potholed utilities. Coordination with SDG&E, AT&T, and Spectrum Cable will occur for relocation of their facilities if required. The franchise utility companies will plan for operation of utilities during construction. The intent of the storm drain profiles is to avoid the existing water line and encasement of the storm drain may be required.

5.1.5 Plan for phasing of construction activities

To minimize overall construction time, it is planned to close Hillside Drive to through traffic during the heavy construction elements of the project. Phasing would be to streamline construction requiring a lane closure on Torrey Pines Road, but once construct commences across Hillside Drive, the roadway would be closed to traffic.

5.1.6 Proposed Safety Program

Included in Attachment A

5.1.7 Proposed Emergency Response Plan

Included in Attachment A

5.1.8 Proposed Construction Schedule

Included in Attachment B

5.1.9 Traffic Control Management

The traffic control plans will be developed by the Blue Pacific Engineering & Construction to provide safe traffic flow throughout the project for the duration of construction activities. The traffic control plans will be maintained as approved by the City of San Diego and will be provided for the safety of the workers within the work zone and to minimize disruptions to residents, businesses, schools and commuters. A careful review of the roadway geometry and the traffic volumes will be used in traffic control plan preparation. A daily closure of the outside east bound lane and bikelane of Torrey Pines Road would be required for daily construction activities in the intersection. To expedite construction, Hillside Drive would be closed to through traffic for daily operations and for periods of pavement replacement. Traffic would be detoured to Amalfi Drive.

5.1.10 Community Impact

The La Jolla Community would be affected by traffic impacts associated with construction. Torrey Pines Road is a busy artery in and out of La Jolla. The project team would make a presentation to the La Jolla Community Planning Association informing them of the impending project. Just prior to construction, door hanger notices of upcoming construction and roadway closures would be distributed to affected properties.

Construction phasing would minimize the construction duration requiring lane closures on Torrey Pines Road. Fortunately there are nearby alternatives to Hillside Drive and no private driveways would need to be closed.

5.1.11 Critical Path Schedule

Included in Attachment B

5.1.12 Cost Saving Measures

Blue Pacific always looks to reduce costs and has a history of working with the City of San Diego to provide quality projects at a low cost.

6. EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: Blue Pacific Engineering & Construction

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 7330 Opportunity Road, Suite A

City: San Diego County: San Diego State: CA Zip: 92111

Telephone Number: 858-956-1456 Fax Number: 619-291-0482

Name of Company CEO: Shahram Elihu, Sole Proprietor

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: N/A

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Engineering Construction Contractor Type of License: A, B, C8, C27, C10

The Company has appointed: Shahram Elihu,

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 7330 Opportunity Road, Suite A, San Diego, CA 92111

Telephone Number: 858-956-1456 Fax Number: 619-2910482 Email: selihu@bluepacificeng.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Blue Pacific Engineering & Construction

San Diego, California (Firm Name) (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 2nd day of September, 2020

(Authorized Signature) Shahram Elihu, Sole Proprietor
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Blue Pacific Engineering & Construction

DATE: 09/02/2020

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial				1								2		
Professional			1	1	2						1			
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1								2			
Services														
Crafts														
Operative Workers														
Transportation														
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column			2	2	2						3	2		
--------------------	--	--	---	---	---	--	--	--	--	--	---	---	--	--

Grand Total All Employees

11

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Blue Pacific Engineering & Construction

DATE: 09/02/2020

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters			2									2		
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers			20		2							4		
Construction Laborers	2		15											
Drywall Installers, Ceiling Tile Inst														
Electricians			1									2		
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	2		38		2							8		
--------------------	---	--	----	--	---	--	--	--	--	--	--	---	--	--

Grand Total All Employees 50

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
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7. REFERENCE CHECKS

BLUE PACIFIC ENGINEERING & CONSTRUCTION					
References					
PROJECT NAME	DESCRIPTION OF WORK	OWNER/CONTACT INFO	AMOUNT	START	END
Track ADA Improvements at Grossmont College B19.006	Concrete Ped Ramps, Retaining Wall, AC Paving, Storm Water Drainage, irrigation system and planting	Grossmont-Cuyamaca Community College District Gaby Arana (619) 817-9287 GArana@gafcon.com	978,123.00	5/11/19	10/18/19
DMP Phase 1 & 2 Cycle Track	Street Improvements Paving, Striping and Signage	City of San Diego Natalia Torres (619) 527-8044 TorresN@sandiego.gov	2,011,719.53	10/30/18	1/11/19
ADA S/W La Jolla Shores & Calle Corta	Install sidewalk, driveways, curb ramps, curb and gutter	City of San Diego Ivan Torres (619) 862-3150 ITorres@sandiego.gov	236,530.00	9/30/19	5/13/20

ATTACHMENT A
BLUE PACIFIC SAFETY AND QUALITY CONTROL PLAN

POLICY STATEMENT

Blue Pacific Engineering Construction Company, Inc. has a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety, while delivering to the customer the highest quality product. In keeping with this commitment, it is the company's intent to maintain a Positive Safety Program and a Substance Abuse Program. Our employees will conduct both themselves and their work in a safe manner consistent with good construction practices.

The responsibility for the safety and health program ranges from the most senior executive to the newest employee. Even if it is your first day on the job, you have the power, and the responsibility, to stop work if you believe safety may be compromised. Safety is a cooperative effort of all employees to identify and eliminate hazards in the workplace. Our safety program is based on three simple principles:

1. Identification of Hazards

It is the responsibility of every employee to continuously monitor his or her work environment for potential hazards. Once identified these hazards must be immediately reported.

2. Elimination of Hazards

Management and employees will make every effort to eliminate identified hazards from the workplace.

3. Protection from Hazards

If a hazard cannot be eliminated from the workplace management will provide personal protective equipment or management and engineering controls to protect employees from these hazards. These will only be used if the hazard cannot be eliminated from the workplace.

With these objectives in mind, the following is our program to achieve our goals:

Each jobsite is furnished with a safety package which enables the site supervisor to maintain a positive safety program regarding weekly site safety meetings, safety inspections, accident/incident prevention, proper training of personnel, practicing work habits consistent with our trade, maintaining housekeeping above acceptable level, and monitors condition of tools and equipment.

To further support our efforts, we adhere to OSHA requirements with written policies in Hazardous Communication procedures. Our Substance Abuse Policy assures our customers that we are providing a drug free work force.

Achievement of our objectives will allow us to provide for our customers a quality product and a safe and healthful work area for our employees.

Blue Pacific Engineering & Construction

Shahram Elihu

Shahram Elihu
President

GOAL

The primary goal of the company is to continue operating a profitable business while making sure that every employee goes home safe and healthy, everyday. To achieve a safe work environment every employee needs to take responsibility and be held accountable.

The benefits of creating and maintaining a safe and healthy work environment are:

- A safe and satisfying work environment.
- Minimizing injuries and accidents.
- Minimizing the loss of property and equipment.
- Eliminating potential fatalities.
- Eliminating potential permanent disabilities.
- Eliminating potential OSHA fines.
- Reducing workers' compensation costs.
- Reducing operating costs.

MANAGEMENT COMMITMENT

Management is committed to the company's safety policy, and will provide direction and motivation by:

- Appointing a Safety Manager.
- Establishing company safety goals and objectives.
- Developing and implementing a written Safety and Health program.
- Developing and implementing the Injury & Illness Prevention Program.
- Ensuring total commitment to the Safety and Health program.
- Facilitating employees' safety training.
- Establishing responsibilities for management and employees to follow.
- Ensuring that management and employees are held accountable for performance of their safety responsibilities.
- Establishing and enforcing disciplinary procedures for employees.
- Reviewing the Safety and Health program annually, and revising or updating as needed.
- Providing and/or directing the use of proper personal protective equipment.

SAFETY COMMITTEE and SAFETY MEETINGS

The Committee shall consist of representatives from management and non-management employees with a chairperson elected by the committee. The committee is a forum, created for the purpose of fostering safety and health through communication.

The responsibilities of Safety Committee Members include:

- Discussing safety policies and procedures with management and making recommendations for improvements.
- Reviewing accident investigation reports on all accidents and "near-misses".
- Identifying unsafe conditions and work practices and making recommendations for corrections.

All employees shall attend and participate in the Weekly safety meetings. The Weekly safety meeting shall be conducted by a supervisor or designated safety representative. Problems that have arisen or that are anticipated shall be discussed along with any other safety and health topics. Each meeting will include:

- A discussion of any new identified hazards or concerns.
- A review of accidents, injuries, property losses, and “near misses”.
- An evaluation of accidents, injuries, property losses, and “near misses” for trends and similar causes to initiate corrective actions.
- A review of any open safety action items.

The Safety Manager or designated representative must document the meetings using the form in the Appendix.

Blue Pacific Engineering has designated **Shahram Elihu** as our Safety Manager. His office phone and cell phone numbers are:

Office: (858) 956-1456

Cell: (619) 788-9428

Email: selihu@bluepacificeng.com

INJURY & ILLNESS PREVENTION PROGRAM

ASSIGNMENT OF RESPONSIBILITY:

SAFETY MANAGER

The implementation and maintenance of our Injury and Illness Prevention Program is the responsibility of the Safety Manager who reports directly to the President. The Safety Manager shall:

- Establish procedures and guidelines for the Safety Programs.
- Develop safety recommendations for specific operations.
- Study and provide current information of government regulations to management.
- Conducting safety inspections at jobsites.
- Collect reports and evaluations of the performance of the Safety Program.
- Investigate or direct others to investigate any and all serious accidents. Be made aware of all other accidents and/or near accidents.
- Work with Job Superintendents for the on-site application of the Safety Programs.
- Implement and administer the Injury & Illness Prevention Plan.
- Assure compliance with OSHA, Local, State, and Federal Safety Regulations.
- Perform accident prevention, reduction, and investigation.
- Perform project safety management.
- Hazardous materials and environmental management.
- Perform fire prevention duties.
- Administer employee training, orientation, and meetings.
- Perform jobsite safety inspections and reports.
- Develop reports, correspondence, and records of safety activities.
- Evaluation and purchasing of safety materials and supplies.
- Loss control and risk management.
- Documenting all topics of safety concerns.
- Addressing all hazards or potential hazards as needed.
- Preparing monthly accident reports and investigations.
- Maintaining adequate stock of first aid supplies and other safety equipment to ensure their immediate availability.
- Making sure there are adequate numbers of qualified first aid certified personnel on the work site.
- Worker's compensation administration.
- Perform public relations.
- Administration of Company policies and procedures.
- Interface with public officials.
- Take direction from senior management.
- Defining the responsibilities for safety and health of all subordinates and holding each person accountable for their results through the formal appraisal system and where necessary, disciplinary procedures.
- Emphasizing to employees that accidents create unnecessary personal and financial losses.

SUPERINTENDENT

The Superintendent has the responsibility for the onsite application and enforcement of the Safety Programs. The Superintendent will establish an operating atmosphere that insures that safety and health is managed in the same manner and with the same emphasis as production, cost, and quality control. The Superintendent should use the Foreman (responsibilities of Foreman become the responsibilities of the Superintendent when no Foreman has been designated) as assistants for carrying out the following:

- Plan production so that all work will be done in compliance with established safety regulations.
- Making available all necessary personal protective equipment, job safety materials, and first aid equipment.
- Conducting weekly jobsite safety meetings (Tailgate Meetings).
- Identifying operational oversights that could contribute to accidents.
- Review any accidents and injuries, supervise the correction of unsafe practices, and file accident reports.
- Instructing employees that safe practices are to be followed and safe conditions maintained throughout the job.
- Regularly emphasizing that accident and health hazard exposure prevention are not only moral responsibilities, but also a condition of employment.
- Require conformance to safety standards from subcontractors.
- Provide for the protection of the public from Company operations.
- Conduct daily job-site safety inspections, correcting noted safety violations and eliminating any hazards.
- Attend monthly Superintendent's Safety Meetings.
- Attend classes and complete safety training relevant to effective safety management.
- Maintain certifications and competency in safety training subjects,

FOREMAN

The Foreman has the duty and responsibility to actively support the onsite application and enforcement of the Safety Programs with a diligence equal to that applied for reasons of production. The Foreman's responsibilities include:

- Carrying out Safety Programs at the work level.
- Instructing each employee and new hire explaining the safety policies and the hazards of his/her particular work.
- Ensuring that initial orientation of "new hires" is carried out by a designated safety representative.
- Making sure work is performed in a safe manner and that unsafe conditions and damaged equipment are corrected.
- Never short-cutting safety for expediency, nor allowing workers to do so.
- Enforcing safety rules consistently, and following the company discipline and enforcement procedures.
- Following up on recommendations, suggestions, etc., made at the weekly safety meetings.
- Report all injuries and safety violations to Jobsite Superintendent.
- Be aware of all safety requirements and safe working practices.
- Set examples of good safety practices.

EMPLOYEES

It is the duty of each and every employee to know the safety rules, and conduct his or her work in compliance with these rules. Disregard of the safety and health rules shall be grounds for disciplinary action up to and including termination. It is also the duty of each employee to make full use of the safeguards provided for his or her protection. Every employee will receive an orientation when hired and receive a copy of the Company Safety and Health Program.

Employee responsibilities include the following:

- Reading, understanding and following safety and health rules and procedures.
- Signing the Policies and Procedures Acknowledgement.
- Wearing Personal Protective Equipment (PPE) at all times when working in areas where there is a possible danger of injury.
- Wearing suitable work clothes as determined by the superintendent/foreman.
- Performing all tasks safely as directed by the superintendent/foreman.
- Reporting ALL injuries, no matter how slight to the superintendent/foreman immediately, and seeking treatment promptly.
- Knowing the location of first aid, firefighting equipment, and other safety devices.
- Attending any and all required safety and health meetings.
- Not performing potentially hazardous tasks, or using any hazardous material until properly trained, and following all safety procedures when performing those tasks.
- STOPPING AND ASKING QUESTIONS IF EVER IN DOUBT ABOUT THE SAFETY OF ANY OPERATION.

TRADE'S PEOPLE

The Trade's People have the responsibilities to perform the following:

- Work according to good safety practices as posted, instructed, and discussed..
- Refrain from unsafe acts that might endanger themselves or others.
- Use all safety equipment provided.
- Correct unsafe acts or conditions within the scope of the immediate work.
- Report incorrect or unsafe acts or conditions to the Jobsite Superintendent.
- Assume a share of the responsibility for thoughtless or deliberate acts that may cause injury to themselves or other employees.
- Report all injuries and safety violations, no matter how slight, to Jobsite Superintendent.
- Report all injuries and safety violations to Jobsite Superintendent.
- Inspect daily hand tools and equipment you use. Tagout items which are unsafe.

SUBCONTRACTORS

Subcontractors are important to overall project safety. Their support and full cooperation is vital. Subcontractor's responsibilities are similar to Blue Pacific Engineering employees and include the following:

- Abiding by the safety rules established for the jobsite.

SUBCONTRACTORS (continued)

- Notifying all other contractors when their activities could affect the health or safety of the other contractor's employees.
- Informing the controlling General Contractor of all injuries to workers.
- Checking in with the onsite Superintendent before entering the jobsite.
- Report any unsafe situations to the General Contractor.
- Conduction their own weekly safety meetings or attending those of Blue Pacific Engineering.

COMPETENT PERSON

"Competent person" means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Competent persons are certified and have knowledge and expertise that allows them to work safely while performing specialized tasks.

The following activities require a competent person to perform them:

Subject	Operation
Site Safety and Health Program	<ul style="list-style-type: none"> • Responsible for the implementation and monitoring of the project safety and health plan and is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures.
Ionizing radiation	<ul style="list-style-type: none"> • Any activity which involves the use of radioactive materials or X-rays, whether or not under license from the Nuclear Regulatory Commission, shall be performed by competent persons specially trained in the proper and safe operation of such equipment. In the case of materials used under Commission license, only persons actually licensed, or competent persons under direction and supervision of the licensee, shall perform such work.
Lead	<ul style="list-style-type: none"> • The compliance program shall provide for frequent and regular inspections of job sites, materials, and equipment to be made by a competent person.
Hearing Protection	<ul style="list-style-type: none"> • Ear protective devices inserted in the ear shall be fitted or determined individually by competent persons.
Rigging for Material Handling	<ul style="list-style-type: none"> • Each day before being used, the sling and all fastenings and attachments shall be inspected for damage or defects by a competent person designated by the employer.
Welding, Cutting or Heating	<ul style="list-style-type: none"> • Before welding, cutting, or heating is commenced on any surface covered by a preservative coating whose flammability is not known, a test shall be made by a competent person to determine its flammability.
Conductor Grounding Program	<ul style="list-style-type: none"> • Implementing and monitoring the program.
Scaffolding	<ul style="list-style-type: none"> • Erection, maintenance, and testing.
Fall Protection	<ul style="list-style-type: none"> • Verifying the strength of safety nets when they cannot

	<p>be drop tested.</p> <ul style="list-style-type: none"> • Verifying that impact loaded fall protection equipment can be returned to service. • Serve as a safety monitor. • Implementation of an alternate fall protection plan. • Training employees on the requirements of fall protection.
Cranes and Derricks	<ul style="list-style-type: none"> • The employer shall designate a competent person who shall inspect all machinery and equipment prior to each use, and during use, to make sure it is in safe operating condition. • A thorough, annual inspection of the hoisting machinery shall be made by a competent person, or by a government or private agency recognized by the U.S. Department of Labor. The employer shall maintain a record of the dates and results of inspections for each hoisting machine and piece of equipment.
Material Hoists	<ul style="list-style-type: none"> • Following assembly and erection of hoists, and before being put in service, an inspection and test of all functions and safety devices shall be made under the supervision of a competent person.
Excavations	<ul style="list-style-type: none"> • Structural ramps that are used solely by employees as a means of access or egress from excavations shall be designed by a competent person. • If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operation. • Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions. • When material or equipment that is used for protective systems is damaged, a competent person shall examine the material or equipment and evaluate its suitability for continued use.

The company will designate employees as competent persons through training and evaluation. Employees should not perform these tasks unless they are first certified, then evaluated and designated by the company as a competent person.

Jobsite Hazard Assessment is performed and Blue Pacific Engineering through planning, prevention inspections, and correction of deficiencies in a timely manner. A pre-construction meeting is held before construction begins to lay out the sequence of events to occur on a project from start to finish. The Project Manager, Superintendent, and Safety Manager attend this meeting. Their knowledge and experience enables them to visualize the construction sequence and the accompanying hazards. They begin with the site layout where decisions are made about location of storage areas, temporary buildings, equipment requirements & storage, what personnel are necessary, site ingress/egress routes, and other details. Where feasible, workplace hazards are prevented by effective design of the job site or job. Where it is not feasible to eliminate such hazards, they must be controlled to prevent unsafe and unhealthy exposure. Once a potential hazard is recognized, the elimination or control must be done in a timely manner.

The Critical Path management technique is used to identify areas which may present conflict or safety issues. Subcontractor responsibilities are reviewed, who, when, and where. Each phase of the construction sequence is looked at to identify hazards and plan for their eradication or control.

The Superintendent conducts another pre-construction meeting with his Foremen at which the Superintendent reiterates the Company's policies on safe work practices and the Foremen's responsibility for them. Any questions about safety procedures that the Superintendent cannot answer are recorded and forwarded to the Safety Manager. The Safety Manager will then respond to the safety questions as soon as possible in order to avoid delay and to insure safe procedures are followed.

Once construction has begun, onsite inspections are conducted to identify any hazards. The Superintendent or his designee uses a checklist for weekly inspections. All aspects of Blue Pacific Engineering's work and the subcontractors' work are reviewed. The Superintendent then goes over the checklist with his Foremen and/or the subcontractors. Any hazards posing an immediate, serious, or threatening condition are addressed during the inspection. The Superintendent has the authority over everyone at the jobsite to have him/her cease work and correct the situation immediately. Additional measures are then taken to prevent a reoccurrence of situation. When less serious hazards are found, the Superintendent reviews them with the appropriate Blue Pacific Engineering Foremen or subcontractor. These lesser infractions are to be eliminated by the end of the next work day, 24 hours maximum. Checklist and abatement documentation are kept in the jobsite safety files. Following the checklist review, the Safety Manager takes action through training and/or discipline to ensure that Blue Pacific Engineering's safety policies are enforced.

Another method of onsite inspections is the unannounced visit of the Safety Manager who may on some occasions be accompanied by an OSHA Consultant Officer, Insurance Company Representative, or other outside safety expert. The purpose of these inspections are to review the Superintendent's management of the Company's policies and their effectiveness.

The Superintendent's weekly inspections and the Safety Manager's inspections are not intended to replace the daily inspections that every employee is expected to make of his/her immediate work area which area may include the work area of a subcontractor. Employees are encouraged to report to their Foremen or Superintendent any unsafe conditions that the subcontractor has created.

Inspection Schedules:

Daily:	Workers, Foremen, Superintendents
Weekly:	Project Manager, General Superintendent

Unannounced: Safety Manager, Safety Staff, Consultants
Unannounced: Shahram Elihu

HAZARD RESPONSE/CORRECTION

Blue Pacific Engineering endeavors to quickly correct all unsafe, unhealthy, or dangerous conditions and unsafe work practices. Once made aware of any hazardous condition, Superintendents and Foremen are charged with the responsibility of immediate investigation and assessment of the severity of the condition. Before remedial action begins, Employee safety is assessed. If the hazard can be eliminated quickly, it will be. If not, employees will be removed from the area until it is safe to return. Employees will be provided with appropriate safeguards while the hazard is being eliminated. Employees are continually encouraged to report any and all unsafe or unhealthy conditions and work practices.

FALL PROTECTION PROGRAM

PURPOSE

Blue Pacific Engineering Construction Company, Inc. regards fall protection as a critical component of its safety program. This policy is written to convey the methods, circumstances and requirements to protect workers on our construction sites from fall hazards. It is a condition of employment with Blue Pacific Engineering Construction Company, Inc. that all workers adhere faithfully to the policy. Failure to do so may result in disciplinary action up to and including termination.

DUTY

Blue Pacific Engineering Construction Company, Inc. assumes the duty to ensure that the walking/working surfaces have the requisite strength and structural integrity to support our employees, materials and tools. We also assume the duty to provide the necessary personal protective equipment, materials and training required to protect our employees from fall. Our employees must assume the duty to follow instructions, take care of equipment issued for their protection and report any hazardous condition, which is beyond their means to eliminate.

APPLICATION

Fall protection is required under the following circumstances:

1. **UNPROTECTED EDGE:** When walking surface has an unprotected side or edge that is 6' or more above a lower level.
Methods of protection:
 - a. Guardrail System; or
 - b. Personal Fall Arrest System
2. **HOLE:** when working from a surface which has a surface that has a hole (gap or void 2" or more in the last dimension) through which the lower level is 6' or more
Methods of protection:
 - a. Guardrail System; or
 - b. Personal Fall Arrest System; or
 - c. Cover marked "OPENING-DO NOT REMOVE"
3. **FORMWORK/REBAR:** when working from the face of formwork or reinforcing steel 6' above a lower level.

Methods of protection:

- a. Positioning Device System
- b. Rebar caps or troughs on vertical steel (impalement protection)

4. **WALL OPENING:** When the bottom edge of a wall opening is less than 36" above, and the outside level is 4' or more below, the walking/working surface.

Methods of protection:

- a. Guardrail System; or
- b. Personal Fall Arrest System

5. **PRECAST CONCRETE ERECTION:** When erecting precast concrete columns, beams, slabs, or trusses and the walking/working surface is 6' or more above a lower level.

Methods of protection:

- a. Guardrail System; or
- b. Personal Fall Protection System; or
- c. Site Specific Fall Protection- Only available if the above methods are not feasible or create a greater hazard to implement. This may include a Controller Access Zone (CAZ) warning line system.
- d. Erection/lifting plan prepared by a Registered Professional Engineer.

6. **LEADING EDGE WORK:** When the walking/working surface of a floor, roof, or formwork whose edge is continuously under construction and is 6' or more above a lower level.

Methods of Protection

- a. Guardrail System; or
- b. Personal Fall Arrest System; or
- c. Site specific fall protection plan-only available if all of the above methods are not feasible.

7. **ROOFING WORK:** When hoisting storing applying or removing roofing materials and equipment including related insulation, sheet metal and vapor barrier work whose walking/working surface is 20' or more above a lower level.

Methods of Protection

- a. Guardrail System; or
- b. Personal Fall Arrest System; or
- c. Combination of one of the above with the warning line system (CAZ)
- d. Safety monitoring system with warning line system (CAZ)

8. **WOOD FRAME CONSTRUCTION:** When the walking/working surface has an unprotected side or edge which is 15' or more above a lower level

Methods of protection:

- a. Guardrail System; or
- b. Personal Fall Arrest System; or
- c. Site Specific Protection Plan- only available if the above methods are not feasible or create a greater hazard to implement; or
- d. Erection Procedure Plan prepared by a Registered Professional Engineer.

9. **WORKING FROM SCAFFOLDING:** When the walking/working surface has an unprotected side or edge which is 7 ½' or more above a lower level.

Methods of Protection:

- a. Guardrail System; or
- b. Personal Fall Arrest System; or
- c. Both of the above are required for Swinging Scaffolds.

10. **STAIRWAYS AND LADDERS:** When used to ascend/descend to a walking/working surface.

Methods of Protection:

- a. Handrail-34" to 38" above tread nosing on stairways with 4 or ore risers or rising > 30".
- b. Stair System-stairways with 4 or more risers or rising > 30". (Handrail and stairrail system can be combined).
- c. Landings-minimum 22" wide x 30" every 12' of vertical rise.
- d. Risers-uniform within +/- 1/4"

Methods of Protection: Ladders

- a. Inspect for damage before use. Do not use if any damage is found. Tag the ladder "DO NOT USE".
- b. Use only for designated and intended purpose.
- c. Metal ladders shall not be used if possibility of electrocution is present.
- d. Use only for designated and intended purpose.
- e. Face ladder when ascending/descending and use at least on hand at all times.
- f. Straight/extension ladders used to access an upper landing must be secured to prevent accidental displacement and also extend 3" above the landing or have a grasping device for assistance.
- g. Legs of stepladders must be fully extended.
- h. Distance of base of straight/extension ladders from vertical, is the ration of 1:4 to the climbing distance or 70 degrees.

11. **STRUCTURAL STEEL:** When working at an elevation which is 15' or greater above the next lower level while erecting structural steel, installation floor or roof decking, or bolting, welding and similar activities, Initial connection has a working height limit of 30'

Methods of Protection:

- a. Personal Fall Arrest System; or
- b. SAFETY Net System; or
- c. Working from an aerial manlift

Note: If masons must work more than 10" below the standing area, option C is not available.

12. **HOIST AREAS:** When the landing area for materials is more 6' above the next walking/working surface.

Methods of Protection:

- a. Guardrail System; or
- b. Personal Fall Arrest System

FALL PROTECTION SYSTEMS SPECIFICATIONS

A. Guardrail System must comply with the following specifications:

1. Top rail height must be at 42" to 45" and constructed of 2" by 4" wood or equivalent and withstand 200 lbs. of lateral force.
2. Mid rail height is placed halfway between the top rail and the floor and that measure at least 1" by 6"
3. Vertical supporting posts measure at least 2" by 4" "construction grade" and placed every 8-ft.
4. **WALKING/WORKING SURFACE CLEAR WITHOUT TRIPPING HAZARDS**
5. Wire rope used for rail must be minimum 3/8" diameter (13,500 lbs breaking strength) Wire rope must be flagged every 6" with a high visibility material.
6. Toeboards are required when workers are working belong.

B. Personal Fall Arrest System is every components which work together to stop a fall after it has started, and consists of the following equipment:

1. BODY HARNESS with lanyard attachment point in the middle of the back at shoulder height.
2. LANYARDS with connectors at each end to connect the body harness to an anchorage or lifeline.
 - Connectors must be self-locking type.
 - Lanyard must be shock-absorbing type.
 - Positioning hooks and hardware must be separate from any other use and capable of 5000 lbs. per employee attached.
3. ANCHORAGE POINTS must be separate from any other use and capable of 5000 lbs. per employee attached.
4. Free fall distance is limited to 6'. The distance is measured from the employees shoulder level to 6' downward.
5. LIFETIME can be used either horizontally or vertically, and shall have minimum strength of 5000 lbs. Breaking strength, and must be protected against cuts and abrasion. Lifelines have a one employee limit.

C. Covers for holes must meet the following requirements:

1. Must support twice the maximum expected weight whether it is from the employee, equipment or materials combined weight.
2. Must be installed so as to prevent accidental displacement.
3. Must be marked: "OPENING-DO NOT REMOVE"

D. Positioning Device System is used to allow an employee to be supported by a body harness on a body harness on an elevated vertical surface and work with both hands. It use must meet the following specifications:

1. Rigged so that employee cannot free fall more than 2'.
2. Secured to an anchorage point with supports the greater of either 3000# or twice to potential impact load of an employee's fall.
3. Snaphooks or pelican hooks must be self-locking type.
4. Inspected prior to each use.
5. Never used to hoist material.
6. Cannot be modified from manufacturer's original specifications or intended use.

E. The Site Specific Fall Protection Plan is written description of why the use of conventional fall protection systems (guardrails or personal fall arrest) are not feasible or why their use would create a greater hazard when used. It is only available for leading edge work, precast concrete erection or wood frame construction. The plan has the following requirements:

1. Must be prepared by a qualified person and developed for a specific site:
2. Must be implemented at the site by a competent person.
3. Must identify each location where conventional systems can not be used and classify them as Controlled Access Zones (CAZ).
4. Must name or identify each employee who is designated to work in the controlled access zone.
5. Changes to the plan can only be made by a qualified person.
6. The plan must be reviewed if a fall or near gall occur and changed or modified if necessary to prevent another occurrence.

F. Warning Line System is composed of stanchions and lines of prescribed strength erected to alert employees of fall hazards during roofing work. It may be used for any other work situations. It must meet the following specifications:

1. Must be erected around all sides of the roof work area.
2. Lines must be flagged every 6' with high-visibility material, have a minimum of 500 lb. tensile strength, and be between 34" to 39" above the walking/working surface.
3. Stanchions must resist a 16 lbs. force without tipping over.

G. Safety Monitoring System can only be used in low-slope roofing work and as a part of a Site Specific Fall Protection Plan. It must comply with the following specifications:

1. Designate a competent person to visually monitor the safety of other employees while working by performing the following:
 - a. Monitor must be competent to recognize fall hazards.
 - b. Monitor must have the authority to enforce fall hazards.
 - c. Monitor must verbally warn employees of hazards when employees are not aware of them.
 - d. Monitor must be on the same level as employee being monitored.
 - e. Monitor can not have other duties, which distract from the monitoring responsibilities.
2. Mechanical equipment and other employees are not allowed in the monitored area.

H. Controlled Access Zone (CAZ) is used to control access to areas only where leading edge, precast concrete deck, and overhand bricklaying work is taking place and guardrails or personal fall protection equipment is not in use.

It must be set up using the following specifications:

1. CAZ no closer than 6' or further away than 25' to the leading edge.
2. CAZ no closer than 10' or further away than 15' to the working edge in bricklaying.
3. CAZ no further away than 60' or $\frac{1}{2}$ the length of the precast concrete Member being erected, whichever is less distance from the leading edge.
4. CAZ must extend along and parallel to the entire length of the unprotected or leading edge.
5. The control line that establishes the boundary of the CAZ may consist of ropes, wires, tapes, or equivalent materials on supporting stanchions.
 - a. Must be flagged every 6'.
 - b. Must not sag to lower than 39" to the floor or be taller than 45".
 - c. Must have a minimum breaking strength of 200 lbs.

I. Training

This fall Protection program is written to enable employees to recognize fall hazards encountered on our construction sites and to establish the procedures that are most applicable to be followed in order to prevent falls to lower levels through holes, openings and elevated surfaces.

Each employee will be trained in these procedures before being allowed to work in these situations. The training will consist of this program when it is first implemented and at least yearly thereafter. New employees will be trained during their on-site orientation. Any employee who demonstrates a lack of understanding of this program will re-train to achieve competence in fall protection theory, equipment, and protection.

J. Summary

Falls account for a significant number of injuries and deaths in the construction industry each year. Many of the deaths and injuries occur because workers underestimate the hazards present and assume "It won't happen to me" or "I know what I'm doing". We cannot impress

upon you enough that falls: fall protection and fall protection equipment is serious business. Awareness, training and prevention are only the start of the Fall Protection Program. Do your part to ensure that you or your co-workers are not fall victims by applying and practicing this program.

FIRST AID

Arrangements must be made BEFORE starting the project, to provide for prompt medical response in the event of an emergency.

- In areas where severe bleeding, suffocation, or severe electrical shock can occur, a 3 to 4 minute response time is required.
- If medical attention is not available within 4 minutes, first aid trained personnel will be on site.
- An appropriate, weatherproof first aid kit must be on site. It must be checked weekly.
- Provisions for an ambulance or other transportation must be made in advance.
- Contact methods must be provided
- Telephone numbers must be posted where 911 is not available.

The company will ensure that an appropriate amount of first aid trained employees are on site. They will maintain appropriate first aid kits and check them weekly to assure they are properly stocked.

First aid kits are available at the following locations:

Superintendent's Truck

Portable Storage Shed

Every employee will be trained in the following emergency procedures:

- Evacuation plan
- Alarm systems
- Shutdown procedures for equipment
- Types of potential emergencies

It is the Employer's responsibility to review his or her job sites, and address all potential emergency situations.

REPORTING OF FATALITIES AND CATASTROPHES

In the event of a fatality (death on the job) or catastrophe (accident resulting in hospitalization of three or more workers), contact the Safety Manager. The office and cell-phone numbers are:

Office: (619) 291-1495

Cell: (619) 245-3027

The Safety Manager will in turn report it to the OSHA Hotline at **(800) 321-OSHA**, within 8 hours of the occurrence.

ACCIDENT INVESTIGATION

SUPERINTENDENT/FOREMAN RESPONSIBILITIES

- Provide first aid, call for emergency medical care if required.
- If further medical treatment is required, arrange to have an employer representative accompany the injured employee to the medical facility.
- Secure area, equipment and personnel from injury and further damage.
- Contact Safety Manager.
- Fill out the preliminary accident report for the Safety Manager

SAFETY MANAGER RESPONSIBILITIES

- Investigate the incident (injury)--gather facts, employee and witness statements; take pictures and physical measurements of incident site and equipment involved.
- Complete an incident investigation report form (Included in Appendix) and the necessary workers' compensation paperwork within 24 hours whenever possible.
- Insure that corrective action to prevent a recurrence is taken.
- Discuss incident, where appropriate, in safety and other employee meetings with the intent to prevent a recurrence.
- Discuss incident with other supervisors/foremen and other management.
- If the injury warrants time away from work, insure that the absence is authorized by a physician and that you maintain contact with your employee while he/she remains off work.
- Monitor status of employee(s) off work, maintain contact with employee and encourage return to work even if restrictions are imposed by the physician.
- When injured employee(s) return to work they should not be allowed to return to work without "return to work" release forms from the physician. Review the release carefully and insure that you can accommodate the restrictions, and that the employee follows the restrictions indicated by the physician.

GENERAL SAFETY RULES AND PROCEDURES

- No employee is expected to undertake a job until that person has received adequate training.

- All employees shall be trained on every potential hazard that they could be exposed to and taught how to protect themselves.
- No employee is required to work under conditions which are unsanitary, dangerous or hazardous to their health.
- Only qualified trained personnel are permitted to operate machinery or equipment.
- All injuries must be reported to the supervision/foreman.
- Manufacturer's specifications /limitations /instructions shall be followed.
- Particular attention should be given to new employees and to employees moving to new jobs or performing non-routine tasks.
- All OSHA posters shall be posted.
- Emergency numbers shall be posted and reviewed with employees.
- Each employee in an excavation/trench shall be protected from cave-ins by an adequate protective system.
- Employees working in areas where there is a possible danger of head injury, excessive noise exposure, or potential eye and face injury shall be protected by Personal Protection Equipment (PPE).
- All hand and power tools and similar equipment, whether furnished by the employer or the employee, shall be maintained in a safe condition.
- All materials stored in tiers shall be stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling or collapse.
- The employer shall insure that electrical equipment is free from recognized hazards that are likely to cause death or serious physical harm to employees.
- All scaffolding shall be erected in accordance with the CFR 1926.451 subpart L regulations. Standard guardrails for fall protection and ladders for safe access shall be used.
- All places of employment shall be kept clean. The floor of every workroom shall be maintained, so far as practicable, in a dry condition. Standing water shall be removed.
- Where wet processes are used, drainage shall be maintained and false floors, platforms, mats or other dry standing places or appropriate waterproof footgear shall be provided.

- To facilitate cleaning, every floor, working place, and passageway shall be kept free from protruding nails, splinters, loose boards, and holes and openings.
- All floor openings, open sided floor and wall openings shall be guarded by standard railings and toe boards or a cover.
- All trenches to be covered safely and barricaded as needed.
- The employer shall comply with the manufacturer's specifications and limitations applicable to the operation of any and all cranes and derricks.
- All equipment left unattended at night, adjacent to a highway in normal use, or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, to identify the location of the equipment.
- No construction loads shall be placed on a concrete structure or portion of a concrete structure unless the employer determines, based on information received from a person who is qualified in structural design, that the structure or portion of the structure is capable of supporting the loads.
- A stairway or ladder shall be provided at all personnel points of access where there is a break in elevation of 19 inches or more, and no ramp, runway, sloped embankment, or personnel hoist is provided.

EMPLOYEE EMERGENCY ACTION PLAN

In the event of an emergency, such as a fire, the construction site will be evacuated as follows:

1. Critical jobsite operations and equipment shall be secured by a general "ALL STOP" announcement by the Superintendent/Foreman..
2. Employees will immediately leave the site by the closest available safe exit.
3. Emergency personnel will be notified by dialing 911, reporting the location and nature of the emergency and directing the authorities to the site.
4. Employees will meet at a predetermined muster point.
5. The foreman or supervisor will make sure that all employees are present.
6. Missing employees will be reported to emergency services as soon as they arrive.
7. The company Safety Manager will be contacted and informed of the emergency.

Project specific emergency action plans will be developed by the foreman and the Safety Manager for each foreseeable emergency.

TRAINING: Before implementing emergency action plans, a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees will be designated and trained.

The plan will be reviewed with each employee covered by the plan at the following times:

1. Initially when the plan is developed or upon initial assignment.
2. Whenever the employee's responsibilities or designated actions under the plan change.
3. Whenever the plan is changed.

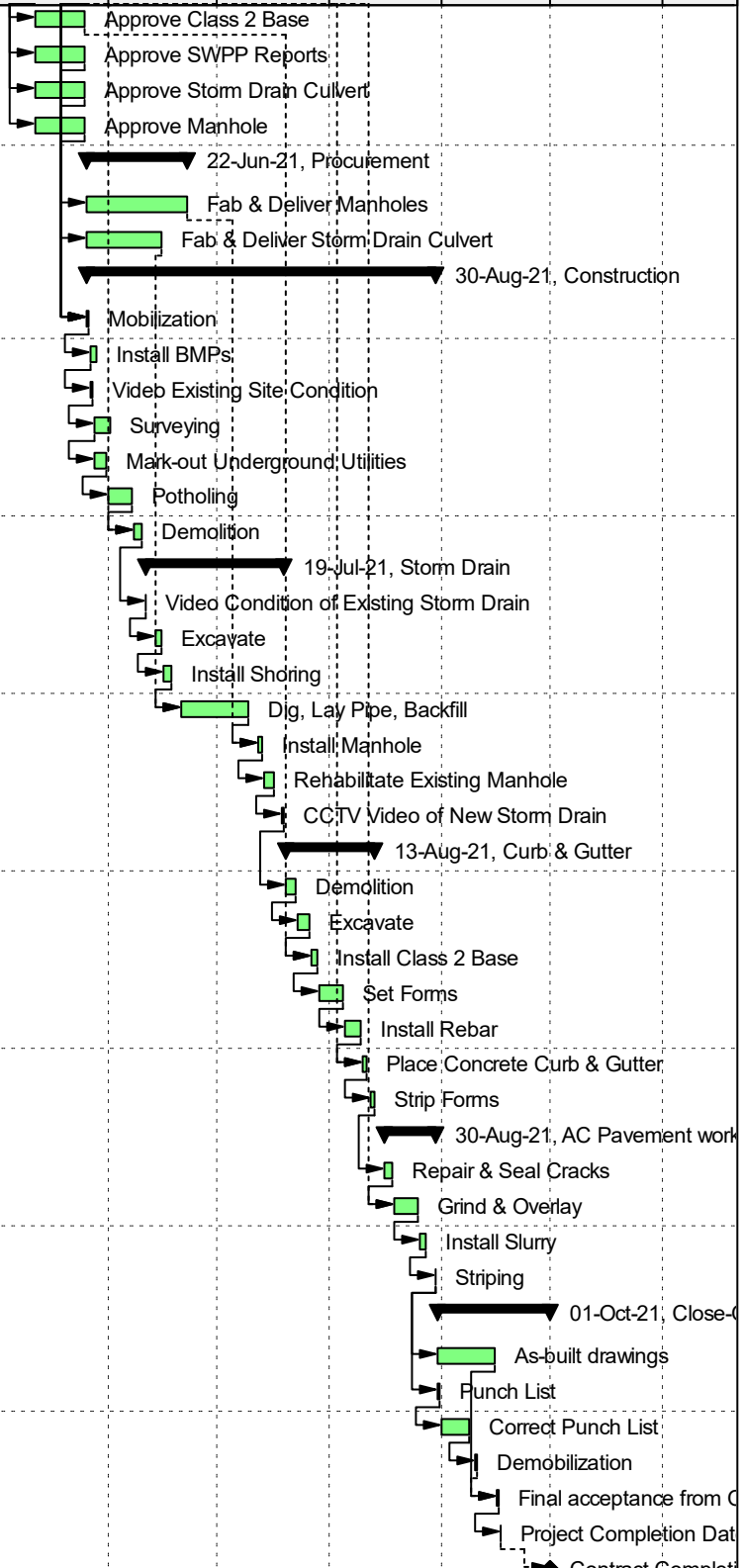
The plan will be kept at the worksite and made available for employee review.

ATTACHMENT B
CONSTRUCTION SCHEDULE

Hillside Drive			Preliminary Design & Construction Schedule						Nasland Engineering / Blue Pacific Engineering & Construction												
Activity ID	Activity Name	Original Duration	Start	Finish	Predecessors	Successors	Activity % Complete	Total Float	2021												
									Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Hillside Drive			239	02-Nov-20	01-Oct-21				0	01-Oct-21, Hillside											
Design Schedule			153	02-Nov-20	02-Jun-21				85	02-Jun-21, Design Schedule											
A3270	Notice to Proceed (NTP) for Design	0	02-Nov-20*			A3280	0%	10	Notice to Proceed (NTP) for Design, 02-Nov-20*												
A3280	Obtain City Provided Topography	5	02-Nov-20	06-Nov-20	A3270	A3290	0%	10	Obtain City Provided Topography												
A3290	Preparation and Validation of Concept Design	10	09-Nov-20	20-Nov-20	A3280	A3300	0%	10	Preparation and Validation of Concept Design												
A3300	Potholing	10	23-Nov-20	04-Dec-20	A3290	A3310	0%	10	Potholing												
60% Design Plan			61	07-Dec-20	01-Mar-21				10	01-Mar-21, 60% Design Plan											
A3310	Street Improvement Plans	25	07-Dec-20	08-Jan-21	A3300	A3320, A3330	0%	10	Street Improvement Plans												
A3320	Traffic Control Plans	10	28-Dec-20	08-Jan-21	A3310	A3340	0%	20	Traffic Control Plans												
A3330	Hydrology Study	15	11-Jan-21	29-Jan-21	A3310	A3350	0%	10	Hydrology Study												
A3340	QA/QC	5	11-Jan-21	15-Jan-21	A3310, A3330	A3350	0%	20	QA/QC												
A3350	Submit 60% Design Plans	1	01-Feb-21	01-Feb-21	A3340, A3350	A3430	0%	10	Submit 60% Design Plans												
A3430	City Review	20	02-Feb-21	01-Mar-21	A3350	A3360	0%	10	City Review												
90% Design Plan			41	02-Mar-21	27-Apr-21				10	27-Apr-21, 90% Design Plan											
A3360	Street Improvement Plans	15	02-Mar-21	22-Mar-21	A3430	A3380, A3390	0%	10	Street Improvement Plans												
A3380	Hydrology Study	5	02-Mar-21	08-Mar-21	A3360	A3390	0%	20	Hydrology Study												
A3370	Traffic Control Plans	5	16-Mar-21	22-Mar-21	A3360	A3390	0%	10	Traffic Control Plans												
A3390	QA/QC	5	23-Mar-21	29-Mar-21	A3370, A3380	A3400	0%	10	QA/QC												
A3400	Submit 90% Design Plans	1	30-Mar-21	30-Mar-21	A3390	A3440	0%	10	Submit 90% Design Plans												
A3440	City Review	20	31-Mar-21	27-Apr-21	A3400	A3410, A3420	0%	10	City Review												
Final Design			26	28-Apr-21	02-Jun-21				85	02-Jun-21, Final Design											
A3410	Preparation of final Design Plan	15	28-Apr-21	18-May-21	A3440	A3420	0%	85	Preparation of final Design Plan												
A3420	Submit Final Design	1	19-May-21	19-May-21	A3410	A3450	0%	85	Submit Final Design												
A3450	City Review and Sided the Final Design Plan	10	20-May-21	02-Jun-21	A3420	A1020	0%	85	City Review and Sided the Final Design Plan												
Preconstruction			1	03-Jun-21	03-Jun-21				81	03-Jun-21, Preconstruction											
A1020	Notice to Proceed (NTP) for Construction	0	03-Jun-21	03-Jun-21	A3450	A3260	0%	81	Notice to Proceed (NTP) for Construction												
A3260	First Chargeable Day	1	03-Jun-21	03-Jun-21	A1020		0%	81	First Chargeable Day												
Submittals			20	28-Apr-21	25-May-21				71	25-May-21, Submittals											
A3460	Submit Baseline Schedule	10	28-Apr-21	11-May-21	A3440	A3470	0%	10	Submit Baseline Schedule												
A3480	Submit Water Pollution Control Plan	10	28-Apr-21	11-May-21	A3440	A3490	0%	10	Submit Water Pollution Control Plan												
A3500	Submit Bonds & Insurance	10	28-Apr-21	11-May-21	A3440	A3510	0%	10	Submit Bonds & Insurance												
A3520	Submit Traffic Control Plan	10	28-Apr-21	11-May-21	A3440	A3530	0%	10	Submit Traffic Control Plan												
A3540	Submit Concrete Mix Design	10	28-Apr-21	11-May-21	A3440	A3550	0%	64	Submit Concrete Mix Design												
A3560	Submit AC Mix Design	10	28-Apr-21	11-May-21	A3440	A3570	0%	71	Submit AC Mix Design												
A3580	Submit Potholing Report	10	28-Apr-21	11-May-21	A3440	A3590	0%	19	Submit Potholing Report												
A3600	Submit Class 2 Base	10	28-Apr-21	11-May-21	A3440	A3610	0%	54	Submit Class 2 Base												
A3620	Submit SWPP Reports	10	28-Apr-21	11-May-21	A3440	A3630	0%	10	Submit SWPP Reports												
A3640	Submit Storm Drain Culvert	10	28-Apr-21	11-May-21	A3440	A3650	0%	13	Submit Storm Drain Culvert												
A3660	Submit Manhole	10	28-Apr-21	11-May-21	A3440	A3670	0%	23	Submit Manhole												
A3470	Approve Baseline Schedule	10	12-May-21	25-May-21	A3460	A3700	0%	10	Approve Baseline Schedule												
A3490	Approve Water Pollution Control Plan	10	12-May-21	25-May-21	A3480	A3700	0%	10	Approve Water Pollution Control Plan												
A3510	Approve Bonds & Insurance	10	12-May-21	25-May-21	A3500	A3700	0%	10	Approve Bonds & Insurance												
A3530	Approve Traffic Control Plan	10	12-May-21	25-May-21	A3520	A3700	0%	10	Approve Traffic Control Plan												
A3550	Approve Concrete Mix Design	10	12-May-21	25-May-21	A3540	A3880	0%	64	Approve Concrete Mix Design												
A3570	Approve AC mix Design	10	12-May-21	25-May-21	A3560	A3900	0%	71	Approve AC mix Design												
A3590	Approve Potholing Report	10	12-May-21	25-May-21	A3580	A3750	0%	19	Approve Potholing Report												

█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 ─ summary

Hillside Drive		Preliminary Design & Construction Schedule							Nasland Engineering / Blue Pacific Engineering & Construction													
Activity ID	Activity Name	Original Duration	Start	Finish	Predecessors	Successors	Activity % Complete	Total Float	2021													
									Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
A3610	Approve Class 2 Base	10	12-May-21	25-May-21	A3600	A3850	0%	54														
A3630	Approve SWPP Reports	10	12-May-21	25-May-21	A3620	A3700	0%	10														
A3650	Approve Storm Drain Culvert	10	12-May-21	25-May-21	A3640	A3690	0%	13														
A3670	Approve Manhole	10	12-May-21	25-May-21	A3660	A3680	0%	23														
Procurement		20	26-May-21	22-Jun-21				23														
A3680	Fab & Deliver Manholes	20	26-May-21	22-Jun-21	A3670	A3800	0%	23														
A3690	Fab & Deliver Storm Drain Culvert	15	26-May-21	15-Jun-21	A3650	A3780	0%	13														
Construction		69	26-May-21	30-Aug-21				10														
A3700	Mobilization	1	26-May-21	26-May-21	A3470, A3700	A3710	0%	10														
A3710	Install BMPs	2	27-May-21	28-May-21	A3700	A3790	0%	10														
A3790	Video Existing Site Condition	1	27-May-21	27-May-21	A3710	A3720	0%	10														
A3720	Surveying	3	28-May-21	01-Jun-21	A3790	A3730	0%	10														
A3730	Mark-out Underground Utilities	2	28-May-21	31-May-21	A3720	A3740	0%	10														
A3740	Potholing	5	01-Jun-21	07-Jun-21	A3730	A3750	0%	10														
A3750	Demolition	3	08-Jun-21	10-Jun-21	A3740, A3750	A3820	0%	10														
Storm Drain		27	11-Jun-21	19-Jul-21				10														
A3820	Video Condition of Existing Storm Drain	1	11-Jun-21	11-Jun-21	A3750	A3760	0%	10														
A3760	Excavate	2	14-Jun-21	15-Jun-21	A3820	A3770	0%	10														
A3770	Install Shoring	3	16-Jun-21	18-Jun-21	A3760	A3780	0%	10														
A3780	Dig, Lay Pipe, Backfill	15	21-Jun-21	09-Jul-21	A3770, A3780	A3800	0%	10														
A3800	Install Manhole	2	12-Jul-21	13-Jul-21	A3780, A3800	A3810	0%	10														
A3810	Rehabilitate Existing Manhole	3	14-Jul-21	16-Jul-21	A3800	A3950	0%	10														
A3950	CCTV Video of New Storm Drain	1	19-Jul-21	19-Jul-21	A3810	A3830	0%	10														
Curb & Gutter		19	20-Jul-21	13-Aug-21				10														
A3830	Demolition	3	20-Jul-21	22-Jul-21	A3950	A3840	0%	10														
A3840	Excavate	2	23-Jul-21	26-Jul-21	A3830	A3850	0%	10														
A3850	Install Class 2 Base	2	27-Jul-21	28-Jul-21	A3840, A3850	A3860	0%	10														
A3860	Set Forms	5	29-Jul-21	04-Aug-21	A3850	A3870	0%	10														
A3870	Install Rebar	3	05-Aug-21	09-Aug-21	A3860	A3880	0%	10														
A3880	Place Concrete Curb & Gutter	2	10-Aug-21	11-Aug-21	A3870, A3880	A3890	0%	10														
A3890	Strip Forms	2	12-Aug-21	13-Aug-21	A3880	A3910	0%	10														
AC Pavement work		11	16-Aug-21	30-Aug-21				10														
A3910	Repair & Seal Cracks	3	16-Aug-21	18-Aug-21	A3890	A3900	0%	10														
A3900	Grind & Overlay	5	19-Aug-21	25-Aug-21	A3910, A3900	A3920	0%	10														
A3920	Install Slurry	2	26-Aug-21	27-Aug-21	A3900	A3930	0%	10														
A3930	Striping	1	30-Aug-21	30-Aug-21	A3920	A2160, A2170	0%	10														
Close-Out Documents		20	31-Aug-21	01-Oct-21				0														
A2160	As-built drawings	10	31-Aug-21	15-Sep-21	A3930	A2170	0%	8														
A2250	Punch List	1	31-Aug-21	31-Aug-21	A3930	A2260	0%	11														
A2260	Correct Punch List	5	01-Sep-21	08-Sep-21	A2250	A2230	0%	11														
A2230	Demobilization	1	10-Sep-21	10-Sep-21	A2260	A2170	0%	11														
A2170	Final acceptance from Owner	1	16-Sep-21	16-Sep-21	A2230, A2230	A2530	0%	8														
A2530	Project Completion Date	1	17-Sep-21	17-Sep-21	A2170	A2180	0%	8														
A2180	Contract Completion Date (10/01/21)	0		01-Oct-21*	A2530		0%	0														



█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 ── summary

PRICE PROPOSAL FORMS

The Design-Builder agrees to the design and construction of **Hillside Dr (\$D Syst Install/Resurface) Improv.** for the City of San Diego, in accordance with these contract documents for the lump sum price listed below. The Design-Builder guarantees the proposed prices for a period of 120 Days from the date proposals are due. The duration of the price guarantee may be extended as required by mutual consent.

Item No.	NAICS CODE	Description	Quantity	D*	Unit	Unit Price	Extension
BASE PROPOSAL							
1	524126	Bonds (Payment and Performance)	1		LS	\$ 10,000.00	\$ 10,000.00
2	541330	Engineering and Design Services	1	D	LS	\$ 100,000.00	\$ 100,000.00
3	237310	Construction	1		LS	\$ 330,000.00	\$ 300,000.00
4		City Contingency (EOC Type II)	1		AL	XXXXXX	\$40,000.00
5	541330	WP/CP Development	1	D	LS	\$ 3,000.00	\$ 3,000.00
6	237310	WP/CP Implementation	1		LS	\$ 12,000.00	\$ 12,000.00
TOTAL DESIGN-BUILD BASE PROPOSAL (ITEMS NO 1 THROUGH 6 INCLUSIVE):							\$ 495,000.00

* Design Element (For City Use)

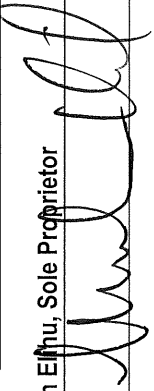
Mr.
465K

Total Price for Design-Build Proposal, (items 1 through 6, inclusive) amount written in words:

Four Hundred Ninety Five Thousand Dollars

Design-Builder: **Blue Pacific Engineering & Construction - Nasland Engineering**

Title: **Shahram Eilhu, Sole Proprietor**

Signature: 

The names of all persons interested in the foregoing proposal as principals are as follows:

Shahram Eilhu, Sole Proprietor

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

NOTES:

- A. The Contract Price to be used in the selection process as described in Attachment G of the RFP will be determined by the Base Proposal.
- B. After the selected Design-Builder has been determined, the City may, at its sole discretion, award the contract for the Base Proposal alone.
- C. Proposals shall not contain any recapitulation of the Work. Conditional Proposals may be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.
- D. Subcontractors' License Numbers must be filled in. Failure to provide the information specified may deem the bidder **non-responsive**.
- E. Blank spaces must be filled in. The Design-Builder's failure to submit a price may render the Proposal non-responsive and ineligible for award.
- F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- G. All extensions of the unit prices bid will be subject to verification by the City. In the case of conflict between the Product of the Quantity x Unit Price and the written Extension, the Product shall govern.
- H. In the case of conflict, between the sum of the Extensions and the Bid Total, the sum of the Extensions shall govern.

DESIGN-BUILD LIST OF SUBCONTRACTORS
TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the Public Contract Code (PCC), The Design-Builder is to list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Design-Builder's total Bid. The Design-Builder is to list below the portion of the work which will be done by each Subcontractor. The Design-Builder is to list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed by the Subcontractor is to be stated for all Subcontractors listed. Failure to comply with the listing of the Subcontractors as specified may result in the Bid being rejected as non-responsive and ineligible for award. The Design-Builder is to list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, WoSB, HUBZone, and SDVOSB Subcontractors that Design-Builder are seeking recognition towards achieving any subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONTRACTOR 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: <u>Nasland Engineering</u> Address: <u>4740 Ruffner Street</u> State: <u>CA</u> City: <u>San Diego</u> Zip: <u>92111</u> Phone: <u>858-292-7770</u> Email: <u>larryt@nasland.com</u>	Designer	N/A	N/A	Civil Design	78,000.00	N/A	N/A	N/A
Name: <u>McGrath Consulting</u> Address: <u>PO Box 2488</u> State: <u>CA</u> City: <u>El Cajon</u> Zip: <u>92021</u> Phone: <u>858-292-7770</u> Email: <u>wrt@mcswwppp.com</u>	Designer	1000037165	N/A	WPCP	600.00	N/A	N/A	N/A

① As appropriate, Design-Builder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		

② As appropriate, Design-Builder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC	San Diego Regional Minority Supplier Diversity Council	SRMSDC
State of California's Department of General Services	CADOGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

DESIGN-BUILD NAMED EQUIPMENT/MATERIAL SUPPLIER LIST
TO BE INCLUDED WITH THE PRICE PROPOSAL ONLY

For credit calculations for City-funded contracts, see Part 0 in The WHITEBOOK. For non-City funded contracts, refer to the Funding Agency Provisions. If no indication of the supplier, manufacturer, or non-supplier is provided, listed firm will receive no credit for purpose of calculating the Subcontractor Participation Percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIAL OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: <u>NONE</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

① As appropriate, Design-Builder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

② As appropriate, Design-Builder shall indicate if Vendor/Supplier is certified by:

- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ATTACHMENT I
CERTIFICATION AND FORMS

CERTIFICATIONS AND FORMS

The Proposer, by submitting its electronic proposal, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certifications, forms and affidavits submitted as part of this bid are true and correct.

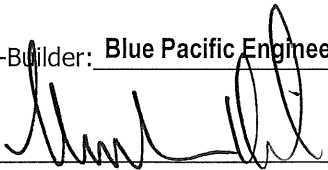
DESIGN-BUILD PROPOSAL

1. The undersigned The Design-Builder proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled **Hillside Dr (SD Syst Install/Resurface) Improv**
2. The Design-Builder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the RFP.
3. This Proposal will remain open for the period stated in the RFP unless otherwise required by law. The Design-Builder will enter into an agreement within the time and in the manner required in the RFP and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.
4. The Design-Builder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as The Design-Builder deems necessary.

To all the foregoing, and including all Proposal schedule(s) and information required of the Design-Builder contained in this Proposal Form, said The Design-Builder further agrees to complete the Work and Services required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the Total Proposal Price(s) named in the aforementioned Proposal schedule(s).

Dated: 09/03/2020

The Design-Builder: Blue Pacific Engineering & Construction - Nasland Engineering

By:  _____
(Signature)

Title: Shahram Elihu, Sole Proprietor

PROPOSAL

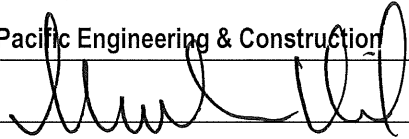
DESIGN-BUILDER’S GENERAL INFORMATION

To the City of San Diego:

Pursuant to the "Request for Proposal", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

The undersigned proposer(s) further warrants that proposer(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Proposal Documents therefore, and that by submitting said Proposal Documents as its proposal, proposer(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Proposal Documents.

IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

- (1) Name under which business is conducted Blue Pacific Engineering & Construction
- (2) Signature (Given and surname) of proprietor 
- (3) Place of Business (Street & Number) 7330 Opportunity Road, Suite A
- (4) City and State San Diego, CA Zip Code 92111
- (5) Telephone No. 858-956-1456 Facsimile No. 619-291-0482
- (6) Email Address selihu@bluepacificeng.com

IF A PARTNERSHIP, SIGN HERE:

- (1) Name under which business is conducted _____
- (2) Name of each member of partnership, indicate character of each partner, general or special (limited):

(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted _____

(2) Signature, with official title of officer authorized to sign for the corporation:

(Signature)

(Printed Name)

(Title of Officer)

(Impress Corporate Seal Here)

(3) Incorporated under the laws of the State of _____

(4) Place of Business (Street & Number) _____

(5) City and State _____ Zip Code _____

(6) Telephone No. _____ Facsimile No. _____

(7) Email Address _____

THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "**Request for Proposal**", the proposer holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION A, B, C8, C27, C10

LICENSE NO. 824455 EXPIRES 09/30/2021

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003217

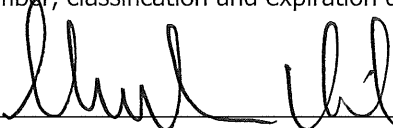
This license classification must also be shown on the front of the proposal envelope. Failure to show license classification on the proposal envelope may cause return of the proposal unopened.

TAX IDENTIFICATION NUMBER (TIN): 84-1650613

E-Mail Address: selihu@bluepacificeng.com

THIS PROPOSAL MUST BE NOTARIZED BELOW:

I certify, under penalty of perjury, that the representations made herein regarding my State Contractor's license number, classification and expiration date are true and correct.

Signature  Title Shahram Elihu, Sole Proprietor

SUBSCRIBED AND SWORN TO BEFORE ME, THIS SEE ATTACHED DAY OF _____, _____.

Notary Public in and for the County of _____, State of _____

(NOTARIAL SEAL)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

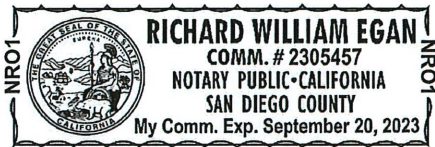
CIVIL CODE § 1189

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 09/03/2020 before me, Richard William Egan, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Shahram Elihu
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: 09/03/2020 Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shahram Elihu
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Sole Proprietor/Sole Owner of Blue Pacific
Signer Is Representing: _____

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

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

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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.

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.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

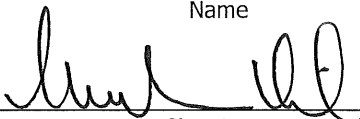
As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated 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: Blue Pacific Engineering & Construction

Certified By Shahram Elihu Title Sole Proprietor
Name

Signature Date 09/03/2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Blue Pacific Engineering & Construction			
Street Address	City	State	Zip
7330 Opportunity Road, Suite A, San Diego		CA	92111
Contact Person, Title		Phone	Fax
Shahram Elihu, Sole Proprietor		858-956-1456	619-291-0482

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position
Shahram Elihu	Sole Proprietor
City and State of Residence	Employer (if different than Bidder/Proposer)
Solana Beach CA	
Interest in the transaction	
100% Ownership of Blue Pacific Engineering & Construction	

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.

Shahram Elihu, Owner
[Signature]
09/03/2020

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.

AFFIDAVIT OF DISPOSAL

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

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Hillside Dr (SD Syst Install/Resurface) Improv
(Project Title)

as particularly described in said contract and identified as RFP No. **K-21-1951-DB1-3**; SAP No. (WBS/IO/CC) **B-20151**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:
State of _____ County of _____

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

Notary Public in and for said County and State

**DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

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): *Bidders and contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* 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:

NAME	TITLE
Shahram Elihu	Sole Proprietor

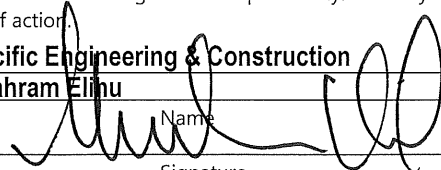
IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last 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: Blue Pacific Engineering & Construction
 Certified By: Shahram Elihu Name  Title Sole Proprietor
 Date 09/03/2020
 Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
*TO BE COMPLETED BY BIDDER***

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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
Nasland Engineering	Don Nasland, President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
McGrath Consulting	Michael McGrath, President

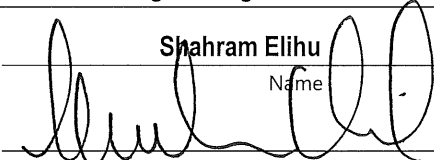
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: **Blue Pacific Engineering & Construction**

Certified By  Title **Sole Proprietor**
Name Date **09/03/2020**
Signature

USE ADDITIONAL FORMS AS NECESSARY*