

City of San Diego

CONTRACTOR'S NAME: Burtech Pipeline Incorporated
ADDRESS: 1325 Pipeline Drive, Vista, CA 92081
TELEPHONE NO.: (760) 634-2822 **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
S. Cochinwala / A. Jaro / R. Ellis

BIDDING DOCUMENTS



FOR

SEWER GROUP 836

BID NO.: K-23-2149-DBB-3
SAP NO. (WBS/IO/CC): B-13232
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 5, 6, 7, 9
PROJECT TYPE: JA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

BID DUE DATE:

2:00 PM
JANUARY 25, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

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

Mark S Van Bibber
1) Registered Engineer
(Structural)

12/7/2022
Date

Seal:



[Signature]
2) Registered Engineer
(Traffic Control)

12-06-2022
Date

Seal:



[Signature]
3) For City Engineer

12/8/2022
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(e), (3)-(5) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sewer Group 836**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$5,280,000**.
4. **BID DUE DATE AND TIME ARE: JANUARY 25, 2023 AT 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: **A or C-34**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Appendix H - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	8.5%
2. ELBE participation	13.8%
3. Total mandatory participation	22.3%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

JEEspindola@sandiego.gov

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

- 10. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds

and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 WORKERS' COMPENSATION INSURANCE (in Contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

10.1. Partial Release of Performance Bond and Labor and Materialmen's Bond: For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix H.**

11. PHASED FUNDING: For Phased Funding Conditions, see Attachment B.

12. ADDITIVE/DEDUCTIVE ALTERNATES:

12.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 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 BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

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

2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: To request a copy of this solicitation in an alternative format, contact the Purchasing & Contracting Department, Public Works Division Contract Specialist listed on the cover of this solicitation at least five (5) working days prior to the Bid/Proposal due date to ensure availability.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City’s Notice of Intent to Award letter.

7.2. Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files	2014	PWPI060121-10
<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>		

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

may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – Section 3-2, “Self-Performance”, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

Additionally, pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder shall provide the name, address, license number, DIR registration number of any Subcontractor – regardless of tier** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract.

12.2. 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.

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

13. SUBMITTAL OF “OR EQUAL” ITEMS: See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.

14. AWARD:

14.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.

- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- 19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5.** Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:

Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101

To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

- 21.1.** The availability of the bids on the City's eBidding system shall constitute the public announcement of the apparent low bidder. In the event that the apparent low bidder is subsequently deemed non-responsive or non-responsible, a notation of such will be

made on the eBidding system. The new ranking and apparent low bidder will be adjusted accordingly.

- 21.2.** To obtain the bid results, view the results on the City's web site, or request the results by U.S. mail and provide a self-addressed, stamped envelope. If requesting by mail, be sure to reference the bid name and number. The bid tabulations will be mailed to you upon their completion. The results will not be given over the telephone.

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive

evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

24. CITY STANDARD PROVISIONS: This contract is subject to the following standard provisions. See The WHITEBOOK for details.

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** 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.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Burtech Pipeline Incorporated, a corporation, as principal, and
NATIONWIDE MUTUAL 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 Five
Million Four Hundred Seventy Eight Thousand One Hundred Seventy Three Dollars and Fifty Eight
Cents (\$5,478,173.58) for the faithful performance of the annexed contract, and in the sum of Five
Million Four Hundred Seventy Eight Thousand One Hundred Seventy Three Dollars and Fifty Eight
Cents (\$5,478,173.58) 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, (ii) 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 the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

By: Berric Doringo

Print Name: Berric Doringo
Deputy Director
Purchasing & Contracting Department

Date: 5/16/2023

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: Adam Wansel

Print Name: ADAM WANSEL
Deputy City Attorney

Date: 5/16/23

CONTRACTOR BURTECH PIPELINE, INCORPORATED

By: [Signature]

Print Name: DOMINIC J. BURTECH, JR., PRESIDENT

Date: MARCH 3, 2023

SURETY NATIONWIDE MUTUAL INSURANCE COMPANY

By: Mark D. Iatarola

Attorney-In-Fact

Print Name: MARK D. IATAROLA, ATTORNEY-IN-FACT

Date: MARCH 3, 2023

500 NORTH BRAND BOULEVARD, SUITE 2000
GLENDALE, CA 91203

Local Address of Surety

949/606-3819

Local Phone Number of Surety

\$33,080.00 PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Premium

7901130161

Bond Number

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)

County of San Diego)

On 3/7/2023 before me, Arthur Patrick Arquilla, Notary Public

Date

Here Insert Name and Title of the Officer

Personally appeared

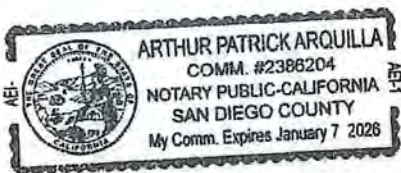
Dominic Butsch

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

Arthur Patrick Arquilla
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer's Name _____

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

Signer Is Representing _____

Signer Is Representing _____

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 3/3/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared MARK D. IATAROLA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature *Tracy Lynn Rodriguez*
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: <u>MARK D. IATAROLA</u>	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 18, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 18, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of MARCH, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of the replacement and installation of approximately 1,804 linear feet (0.34 miles) of existing 6", 8" and 15" sewer mains, the rehabilitation of approximately 627 linear feet (0.12 miles) of existing 6", 8" and 10" sewer mains, abandonment of approximately 295 linear feet (0.05 miles) of existing 6" and 8" sewer mains as shown in 38144-01-D through 38144-40-D; rehabilitation of approximately 3992 linear feet (0.76 miles) of existing 8" and 10" sewer mains, the abandonment of approximately 600 linear feet (0.11 miles) of existing 6" sewer mains as shown in Appendix N - Exhibits. Other work includes: sewer laterals, manholes, rehabilitation of manholes, sewer replumbs, point repair, curb ramp, resurfacing, revegetation, and any other works and appurtenances in accordance with the specifications. Exhibit Sheets 1 through 20 in Appendix N.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **38114-01-D** through **38114-40-D**, and **38114-T1-D** through **38114-T16-D**, Appendix N, Sewer Rehabilitation Exhibit Plan Maps (Sheets 1 through 20), inclusive.
 - 1.1.2. The plans listed above can be accessed through this link:
https://drive.google.com/file/d/1R9EIZD_aljVg5wBxtTbSmDW4LbPlg0t/view?usp=share_link
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Maps**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **522 Working Days**.

ATTACHMENT B
PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- 1.1. Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - 1.1.1. Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 7-3, "PAYMENT."
- 1.2. Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - 1.2.1. Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - 1.2.2. Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

- 2.1. Do not start any construction activities for the next phase until the Notice to Proceed (NTP) has been issued by the City. The City will issue a separate NTP for each phase.
- 2.2. The City may issue the NTP for a subsequent phase before the completion of the preceding phase.

PHASED FUNDING SCHEDULE AGREEMENT

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

BID NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
2				\$
3				\$
Contract Total				\$

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

CONTRACTOR

PRINT NAME: _____

PRINT NAME: _____

Construction Senior Engineer

Signature: _____

Title: _____

Date: _____

Signature: _____

Date: _____

PRINT NAME: _____

Design Senior Engineer

Signature: _____

Date: _____

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive steps to diversify and expand your Subcontractor solicitation base and to offer

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56P, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 - List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 - 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

- 1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
- 2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
- 3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
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ATTACHMENT D
PREVAILING WAGE

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 **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 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.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:

Normal Working Hours - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded unless specified on the plans. Normal Working Hours on Roadways are defined as **8:30 AM - 3:30 PM** unless designated as night work (10:00 PM to 5:00 AM and 5:00AM to 10:00 PM) on the plans and Traffic Control Permits

SECTION 2 - SCOPE OF THE WORK

- 2-2 PERMITS, FEES, AND NOTICES.** To the "WHITEBOOK", ADD the following:

2. The City will obtain, at no cost to you, the following permits:
 - a) Nationwide Permit Number(s) NWP 12 Utility Line Activities (File No. SPL 2021-00131), issued by ACOE, U.S. Army Corps of Engineers, on 3/3/2021
 - b) No Lake or Streambed Alteration Agreement Needed (EPIMS-SDO-16912-R5), issued by CDFW, The California Department of Fish and Wildlife, on 6/10/21
 - c) General Order for the Corps' Nationwide Permit No.58 (Order No.2020-0039-EXEC), issued by RWQCB, San Diego Regional Water Quality Control Board, on 4/5/2021
 - d) Caltrans Encroachment Permit for SR-52
 - e) Caltrans Encroachment Permit for SR-163
 - f) Caltrans Encroachment Permit for I-15

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.

3-8.4 Supporting Information. To the “WHITEBOOK”, ADD the following:

4. You shall collect and submit rehabilitation data spreadsheets along with monthly invoices for the following rehabilitation Work (see **Appendix I – Rehabilitation Data Collection – Sample Sewer Mains, Laterals, and Manholes Data Templates**).

- a) Laterals
- b) Sewer Mains
- c) Manholes

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Report of Geotechnical Investigation Sewer Group 836 Allied Geotechnical Engineers, Inc., Dated 3/2/2016
 - b) Report of Geotechnical Investigation for Sewer Group 836 Allied Geotechnical Engineers, Inc., Dated 12/4/2017
 - c) Biological Technical Report, by City of San Diego, Dated 12/24/20
6. The reports listed above are available for review at the following link:

https://drive.google.com/drive/folders/1V39z-RtWmTB6XH48OCcXTeUeVwKsm2?usp=share_link

3-12.1 General. To the “WHITEBOOK”, ADD the following:

3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
 - a) Every Friday on a weekly basis.
 - b) 1 Working Day prior to each rain event.
 - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

3-12.5.2 Sewage Bypass and Pumping Plan (Diversion Plan). To the "WHITEBOOK", ADD the following:

11. For the SR-163 Southbound location on 38144-05-D, the bid price shall include up to three different bypasses placed outside the construction zone for the existing 6" VC, existing 12" VC, and existing 8" VC sewer mains and monitoring up to 24 hours per day until the work is complete.

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of A through X below. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) SR-52, Pipeline Rehabilitation AF1 (B-14125), Octavio Chiquete, 858-573-5069
 - b) SR-52, Asphalt Resurfacing Group 1901 (B-18134), Ignacio Kin Caryl, 858-541-4398
 - c) Christine St, Residential Project Block 6K1 (UU-857), Ross Bowen, 858-541-4363
 - d) Tecolote Canyon/Toch St/Donald St, Tecolote Canyon Trunk Sewer Improvement (S-15020), Jamal Sherzai, 619-533-4639
 - e) Ocean Blvd, Residential Project Block 2V1, Ross Bowen, 858-541-4363
 - f) I-15/Tierrasanta Blvd, AC Water & Sewer Group 1056 (BL) (B-21136), Samira Nourbakhbeidokhti, 858-495-7845
 - g) I-15/Tierrasanta Blvd, Murphy Canyon Trunk Sewer Repair/Rehab (B-17005), Maryam Kargar, 619-533-6673
 - h) Redland Pl, College West 05, Ross Bowen, 858-541-4363
 - i) Redland Pl and Barbarossa Ct, College West Improv 2 (W), Jonard Talamayan, 619-533-4116
 - j) Barbarossa Ct, College West 06, Ross Bowen, 858-541-4363
 - k) Hotel Circle, Mission Valley West Improv 1 (W) (B-19196), Roberto VejarParra, 619-533-5402
 - l) Hotel Circle, Mission Valley West Segment 03, Ross Bowen, 858-541-4363
 - m) Goldfinch St and Hawk St, Mission Hills 03, Ross Bowen, 858-541-4363
 - n) Jackdaw St, Mission Hills 04, Ross Bowen, 858-541-4363
 - o) Redwood St, Redwood Street Electrical, North Park 22, and North Park 25, Ross Bowen, 858-541-4363
 - p) Redwood St, North Park Improv 2 (W), Roberto VejarParra, 619-533-5402
 - q) Paper Alley near Maple St, North Park 28 and 29, Ross Bowen, 858-541-4363
 - r) I-15/Lexington/Manzanita, Azalea 01, Ross Bowen, 858-541-4363

- s) I-15/Lexington/Manzanita, Water Group 968 (B-14099), Hassan Anjieli 858-627-3263
- t) I-15/Lexington/Manzanita and Jamies Wy, Azalea Park Improv 2 (W) (B-22019), Matthew Veverka 619-533-5192
- u) I-15/Lexington/Manzanita, Fairmount Park Improv 1 (W) (B-22020), Roberto VejarParra, 619-533-5402
- v) Jamies Wy, Azalea 02, Ross Bowen, 858-541-4363
- w) 10th Ave, Asphalt Overlay Group 2111, Oscar Vela, 619-533-5164
- x) 10th Ave, Uptown Storm Drain Replacement, Karen Vera 619-533-3065

SECTION 4 - CONTROL OF MATERIALS

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 issuance of the Notice of Intent to Award** 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 and defense duties set forth in the Contract.

5-4.1 Policies and Procedures.

- 1. You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
- 4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher

limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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 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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

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.

5-4.2.3 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

5-4.2.4 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed \$25,000 per claim unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12-month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.
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 three years after completion of the Project or termination of the 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 here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

5-4.4 Evidence of Insurance. You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- a. Ongoing operations performed by you or on your behalf,
- b. your products,

- c. your work, e.g., your completed operations performed by you or on your behalf, or
- d. premises owned, leased, controlled, or used by you.

5-4.5.3.2 Primary and Non-Contributory Coverage. The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

5-4.5.3.3 Severability of Interest. For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

- 3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
- 4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

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 every year are listed below:
 - a) Summer Moratorium @ Beach from Memorial Day to Labor Day (inclusive).
 - b) California Gnatcatcher Breeding Season from March 1st to August 15th (inclusive).
 - c) General Avian Breeding Season from February 1st to September 15th (inclusive).
 - d) The Balboa Haunted Trail from September 15th to November 1st (inclusive).

6-3

TIME OF COMPLETION. To the "WHITEBOOK", ADD the following:

1. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within **383 Working Days** from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-3.1

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

- 5) The work on 10th Ave and Pennsylvania St shall be completed as the first order of work. Paving at this location shall occur within 10 days of pipeline work.
- 6) The work across/near SR-52 as outlined in Caltrans Permit No. 11-22-NUS-0535 shall be completed as the second order of work.
- 7) The work across Tierrasanta Blvd near I-15 shall be completed as the third to last order of work or after Caltrans Encroachment permit is issued.
- 8) The work at Brookes Terrace shall be completed as the second to last order of work or after approval from the Engineer.
- 9) The work adjacent to SR-163 pending Caltrans Encroachment Policy Exception (EPE) shall be completed as the last order of work or after EPE is issued.

ADD:

6-6.1.1

Environmental Document.

1. The City of San Diego has prepared a **Notice of Exemption, Notice of Determination and a Consistency Review Approval** for **Sewer Group 836**, Project No. **B-13232.02.06** as referenced in the Contract Appendix. You shall comply with all requirements of the **Notice of Exemption, Notice of Determination and a Consistency Review Approval** as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

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

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

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

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, 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.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
 1. Offset distance of the appurtenance from the curb face.
 2. The limits of the appurtenance or corners of the vault/box.
6. The quantities shown in the plans are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown on the plans.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all

others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.

8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.
10. The QCP establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and Crushed Miscellaneous Base, have identified in the appendices as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown in the plans are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".

18. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.
20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
 - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
 - b. Base repairs shall have a minimum depth of 10".
 - c. You shall repair the areas shown in the appendices of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
 - d. When additional base material is required, then you shall use Crushed Miscellaneous Base in accordance with 200-2.4, "Crushed Miscellaneous Base" or as directed by the Engineer.
 - e. Recycled base material shall conform to crushed miscellaneous base material in accordance with 200-2.4, "Crushed Miscellaneous Base".
 - f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
 - g. For both scheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement.
 - h. Base Repair. Areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Crushed Miscellaneous Base" at 5 inches, and 5 inches of "Asphalt

Concrete Base" shall be placed atop the layer of "Crushed Miscellaneous Base" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The Crushed Miscellaneous Base shall be in accordance with 200-2.4, "Crushed Miscellaneous Base". The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.

- i. Base repair with Asphalt Concrete Base. Areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with Asphalt Concrete Base at 8 inch (203.2mm) and a minimum of 2 or 3 inches of asphalt concrete shall be placed atop the layer of Asphalt Concrete Base unless otherwise directed by the Engineer. The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE." The asphalt concrete shall be Type III-C2-PG 64-10 as specified in 203-6, "General." Base Repairs shall not exceed 15% RAP in content. Base Repairs with Asphalt Concrete Base shall not be performed except where directed by the Engineer.
- j. A Base repair identified prior to initiation of the preparatory work shall be considered scheduled.
- k. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, tons of asphalt concrete base placed, and tons of crushed miscellaneous base material placed or as directed by the Engineer.

301-1.7

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

- 1. The demolition, removal, and disposal of various types of existing hardscape in parkway areas, such as colored concrete, bricks, flagstone in the parkway or right-of-way, shall be included under the lump sum Bid items or for the Contract Unit Prices for which hardscape removal is required. When required, hardscape in parkways shall be replaced with Class A Top Soil or as directed by the Engineer.
- 2. The payment for the preparatory works shall be included in the lump sum Bid Items and Contract Unit Prices for which preparation works are performed, unless it is specified as a separate Bid Item.
- 3. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a

street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for **"Excavation for Base Repair"**, **"Asphalt Concrete Base"**, and **"Crushed Miscellaneous Base"**. No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for **"Excavation for Base Repair"**.
6. The payment for Excavation shall be paid at the Contract Unit Price for **"Excavation for Base Repair"** for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. Miscellaneous asphalt patching and tack coat for areas outside of the limits of resurfacing shall be included in the unit price for Bid Item **"Asphalt Pavement Repair"** and no additional payment shall be made therefore regardless of number and location of patches.
8. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

301-2.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

Payment for Crushed Miscellaneous Base material installed shall be made at the Contract Unit Price for **"Crushed Miscellaneous Base"** per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

SECTION 302 – ROADWAY SURFACING

302-5.9 Measurement and Payment. To the "WHITEBOOK," ADD the following:

2. Asphalt concrete pavement will be paid at the contract unit price for **"Asphalt Concrete (2 Inch)"** per Ton of asphalt placed. Pavement requiring additional Cold Milling and Asphalt Concrete for transition between new masonry work and existing asphalt beyond the limits of pavement resurfacing shall be measured in square feet of area for Asphalt Pavement Repair as directed by the Engineer.

302-6.8 Payment. To the "GREENBOOK", ADD the following:

Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling

and disposal, site maintenance, subgrade preparation, base material is included in all concrete work for each bid item listed in this section.

Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.

Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be include in the contract unit price for the concrete work for which the excavation is required.

Payment for subgrade repair and base repair dig-outs, shall be included in the Bid Item for **"Excavation for Base Repair"**, **"Asphalt Concrete Base"** and **"Crushed Miscellaneous Base"**. No Payment shall be made for areas of over excavation as determined by the Engineer.

When subgrade preparation is required, Payment for excavation of material encountered beyond the Subgrade preparation thickness included in the bid item and shall be made at the contract unit bid price for **"Excavation for Base Repair"** as approved by the Engineer.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

No additional payment shall be made for asphalt removal, or additional preparatory work required within the limits of the bus pad installation as determined by the Engineer.

The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5.1.1 General. To the "WHITEBOOK", ADD the following:

8. All, curb and gutters, sidewalks, driveways, bus pads, alley aprons, and curb ramps shall be constructed in accordance with the applicable City of San Diego Standard Drawings.
9. When curb ramps are built within Caltrans right-of-way, curb ramps shall be constructed in accordance with the applicable Caltrans Standards.
10. A smooth asphalt transition shall be provided at locations where new curb ramps, cross gutters, curb & gutters, driveways, and/or alley aprons have been installed and as directed by the Engineer.
11. For curb ramp construction, the gutter shall be formed and a one-foot asphalt slot cut complete along the lip of gutter to allow the gutter to be formed. When

disturbed, damaged or worn concrete pull boxes and concrete meter boxes within the limits of work shall be replaced as directed by the Engineer.

12. Any concrete work requiring asphalt repair that is outside of the resurfacing limits shall be repaired as required by Section 301-1.6.
13. Limits of work have been identified in the appendices.
14. Additional locations may be added as directed by the Engineer.
15. Where landscaping and/or hardscape is removed from the parkway areas adjacent to the construction site, the contractor shall be responsible for filling with clean compacted Class A Topsoil to grade.
16. Prior to milling or hammering PCC, the edges adjacent to any pavement or hardscape shall be saw cut.
17. Hardscape such as bricks may be removed, set aside, and reinstalled in a manner satisfactory to the Engineer.
18. Damages due to failure to protect existing improvements to adjacent improvements shall be repaired at your expense as directed by the Engineer.
19. Material removed, regardless of removal method, shall be disposed of at a legal site.
20. Coordination for relocation of utilities and appurtenances shall be required as part of the preparatory work as directed by the Engineer.
21. When a Curb Ramp requires replacement, you shall evaluate and relocate existing Pedestrian Push Buttons, replace or install new Pedestrian Push Buttons, or install new Pedestrian Push Button Post and new Pedestrian Push Button according to the applicable governing standards as directed by the Engineer.
22. The placement of pedestrian push buttons and push button posts shall be determined in advance of installation a new curb ramp or sidewalk.
23. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.

303-5.9 Measurement and Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The areas and quantities shown on the plan are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.
2. At the end of each day the Contractor shall submit to the Engineer an itemized list of the concrete and base repair work completed. The list shall include

but not be limited to the location of the work, the exact square footage of the repair, cubic yards of excavation, and tons of crushed miscellaneous base material placed or as directed by the Engineer.

3. The payment for preparatory repair concrete works shall be included under the lump sum Bid items or for the Contract Unit Prices except where a bid item is provided.
4. Payment for all necessary preparation works as specified in the contract documents and all related work such as labor, monument preservation and restoration, demolition, root pruning, forming, grading, construction materials, finishing, hauling and disposal, site maintenance, subgrade preparation, base material, and clean fill dirt is included in all concrete work for each bid item listed in this section.
5. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
6. Payment for subgrade repair for the concrete masonry bid items, and base repair dig-outs, shall be included in the Bid Item for **"Excavation for Base Repair"**, **"Asphalt Concrete Base"** and **"Crushed Miscellaneous Base."** No Payment shall be made for areas of over excavation as determined by the Engineer.
7. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
8. Payment for temporary repairs, such as slot patches, or other repairs as approved by the Engineer shall be included in the concrete bid items for which the temporary repair is required.
9. Subgrade preparation, including 6 inches in depth beyond the specified thickness for the item for which the subgrade is prepared, shall be included in the shall be included in the contract unit price for the concrete work for which the excavation is required.
10. When subgrade preparation is required, Payment for excavation of material encountered beyond the subgrade preparation thickness shall be included in the bid item **"Excavation for Base Repair"** as approved by the Engineer.
11. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
12. The payment for Excavation shall be paid at the Contract Price for **"Excavation for Base Repair"** for each bank cubic yard of material removed as approved by the Engineer.
13. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

303-5.10.1 Installation. To the "WHITEBOOK", ADD the following:

8. You shall be solely responsible for means and methods for laying out and verifying all proposed curb ramps' and appurtenances' grades, including all associated sidewalks, curbs, and gutter plates, in accordance with the City of San Diego Standard Drawings and as indicated in the construction documents. The final grades for all constructed curb ramps and appurtenances shall not exceed maximum grades indicated in City of San Diego Standard Drawings and the construction documents. There shall be no construction tolerances allowed. Any curb ramps or appurtenances constructed in excess of maximum grades as indicated in the forementioned documents shall be removed and replaced at your sole expense.
9. Removal and disposal of AC pavement, existing concrete including curb and gutter or portion of spandrel as occurs, and sidewalk necessary to construct the ramp shall be made as straight edges and by the full depth saw cutting only. Removal limits shall be agreed to in writing prior to the saw cutting operation for each ramp location.
10. You shall submit traffic control Working Drawing including pedestrian access through construction zone with the approved signage in accordance with 3-8, "Submittals." You shall notify residents adjacent to the construction area at least 10 Working Days prior to any sidewalk or driveway demolition, impacts, or ingress/egress restrictions. You may demolish those curb ramps that can be replaced within the same Working Day.

303-5.10.2 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for each curb ramp shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, restoring pavement, removal of and construction of curb, curb and gutter, AC pavement, removal of existing ramps and sidewalk associated with ramp construction and construction of curb, gutter, and sidewalks in place, as necessary to achieve ADA compliant grades (regardless of replacement limits shown on the plans) and construction staking complete in place as specified in the special provisions and as directed by the Engineer.
2. The payment for each modified curb ramp shall include transition areas, landings, DWTs, demolition and disposal, forming, relocating or raising items in conflict to grade, protecting and preserving existing survey monuments and improvements, restoring pavement, removal of and construction of curb, curb and gutter, AC pavement, removal of existing ramps and sidewalk associated with ramp construction and construction of curb, gutter, and sidewalks in place, as necessary to achieve ADA compliant grades (regardless of replacement limits shown on the plans) and construction staking complete in place as specified in the special provisions and as directed by the Engineer.

3. 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.
4. The payment for completely removing and replacing the existing concrete alley apron associated with curb ramp installations, in accordance with SDG131 - 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 304 - METAL FABRICATION AND CONSTRUCTION

304-1.12.4 Payment. To the "GREENBOOK", ADD the following:

Payment for "**Pipe Supports Tecolote Canyon**" shall be made at the Lump Sum bid amount and shall include full compensation for furnishing all materials, labor, tools, equipment, including, but not limited to, ductile iron pipes, PVC pipes, U-bolts, angles L's, sleeves, neoprene pads, spacers, caps, sand, gunite, grout, casing and formwork, finishings / coatings, galvanizing, hardware and appurtenances, coordination, testing and inspections, tools and equipment necessary, per the Plans and the Pipe Support Section detail, Standard Specifications, and to the satisfaction of the Engineer, and no additional compensation shall be allowed therefore.

Pipe Supports will be eligible for payment after testing, inspection, and acceptance by the City's designated inspector. The pier concrete and reinforcement will be paid for separately.

Payment for "**Pipe Supports Ocean Boulevard**" shall be made at the Lump Sum bid amount and shall include full compensation for furnishing all materials, labor, tools, equipment, including, but not limited to, ductile iron pipes, PVC pipes, U-bolts, angles L's, sleeves, neoprene pads, spacers, caps, sand, gunite, grout, casing and formwork, finishings / coatings, galvanizing, hardware and appurtenances, coordination, testing and inspections, tools and equipment necessary, per the Plans and the Pipe Support Section detail, Standard Specifications, and to the satisfaction of the Engineer, and no additional compensation shall be allowed therefore.

Pipe Supports will be eligible for payment after testing, inspection, and acceptance by the City's designated inspector. The pier concrete and reinforcement will be paid for separately.

304-3.4 Measurement and Payment. To the "GREENBOOK", ADD the following:

The payment for "**Remove, Reconstruct, and Relocate Existing Wood Fence at 2615 and 2619 Montclair St**" shall be made at the Lump Sum bid amount and shall

include full compensation for all labor, materials, demolition, disposal, excavation, grading, new wood fence members, and incidentals required to reinstall and relocate fence per plan, specifications, and as directed by the Engineer.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-15.1 General. To the "WHITEBOOK", ADD the following:

- q) Ductile Iron Sleeve
- r) Steel Casing

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

- 6. The payment for replacing each existing manhole cover with a new cover with locking device, disposal of existing cover, excavation, restoration, and all other necessary items to complete the Work shall be included in the Bid item **"Manhole Cover- Locking Device"**.

306-17.2 Payment. To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

- 6. The Bid unit price for the **"Sewer Lateral with Private Replumbing"** shall include the installation of new pipes connecting to each existing property, plumbing to the new sewer main, installation of clean outs, and locating, capping, or plugging the existing sewer piping. It shall include removal and reinstallation of fences, irrigation, landscaping, ground cover, excavation, backfill and compaction, fittings, and permits necessary to install the new sewer lateral system, in place, and to restore private improvements including driveways, sidewalk, color and/or decorative concrete to the nearest joint to pre-Bid condition. Potholing performed for the replumbs shall be included in the unit Bid price for the replumbing Work.

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

314-1 GENERAL. To the "GREENBOOK", ADD the following:

All crosswalks required for this contract shall be in conformance with Standard Drawing SDM-116 for Continental Crosswalks.

The Contractor shall install all traffic striping, pavement markings, pavement markers and devices in accordance with the current standards regardless of existing conditions. Installation may also include striping modifications as identified in the Contract Documents. All striping modifications shall be coordinated with the engineer.

SECTION 402- UTILITIES

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

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

402-8 **PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. With the Resident Engineer's approval, compensation for each existing utility pothole that is not shown on the Plans, but marked out by USA shall be included in the Bid item **"Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet) (D-Sheet)"** for Plans, 38144-01-D through 38144-13-D, and **"Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet) (Rehab GIS Exhibit)"** for Exhibit Plan Maps, SHEET NO. 01 through SHEET NO. 20. Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

SECTION 404 – COLD MILLING

404-1 **GENERAL.** To the "WHITEBOOK", item 2, DELETE in its entirety.

To The "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

- 5. The Contractor shall cold mill the existing street pavement as shown in the plans identified in the contract documents, and/or as directed by the Engineer.

The depth to be cold milled is specified on the plans (2 Inch), unless otherwise instructed by the Engineer, and shall correspond to the depth of the asphalt to be paved. Limits of work have been identified in the appendices.

Cold milled locations shall be paved within 3 days unless directed by the Engineer.

To the "WHITEBOOK", ADD the following:

- 8. The Cold Milling shall be in accordance to SDG-106 Sheet 2 Cold Milling & Asphalt Concrete Overlay – Type B (Full Width Cold Mill) as specified in the Contract Documents and as specified by the Engineer.
- 9. The Cold Milling type has been specified on the plans (Type B), and as specified in the contract documents, unless otherwise instructed by the engineer.
- 10. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius of transition on the sides parallel to the cutting drum.

11. The presence of roots, pavement fabric, rubberized material, or steel reinforcement within the depth to be cold milled have not been noted or marked out in the field.
12. All milling shall be performed in such a manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.

404-12 PAYMENT. To the “WHITEBOOK” ADD the following:

4. The payment for cold milling asphalt concrete, including hauling and disposal of milled material, milling of roots, tree trimming, grinding, saw cutting concrete, saw cutting asphalt concrete, shall be included in the Contract Price unless Bid items, as applicable, have been provided as follows:

BID DESCRIPTION	UNIT
Cold Mill Type B Full Width AC Pavement (2 Inch)	SF
Cold Mill Header Cuts	LF

The correction of irregularities in the pavement surface including humps, lumps, and other pavement irregularities as specified in the Supplemental Provisions and the Contract Documents, or as directed by the Engineer shall be included in the lump sum bid items and the Contract Price.

No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material that may be encountered during cold milling.

SECTION 500 – PIPELINE REHABILITATION

500-2.1 Initial Submittals. To the “WHITEBOOK”, item 1, ADD the following:

Items shall be submitted in accordance with the Required Documents Schedule.

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

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

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

802-4 PAYMENT. To the “WHITEBOOK”, item 1, subsection “e”, DELETE in its entirety and SUBSTITUTE with the following:

- e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long

Term Maintenance and Monitoring Agreement (LTMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "25-Month Revegetation Maintenance and Monitoring Program" or the "60-Month Re-vegetation Maintenance and Monitoring Program", unless otherwise specified.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 2.**

1001-2.10 **BMP Inspection, Maintenance, and Repair.** To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix L - SWPPP Construction BMP Maintenance Log.**
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SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

**NOTICE OF EXEMPTION, NOTICES OF DETERMINATION, CONSISTENCY REVIEW
APPROVAL**

NOTICE OF EXEMPTION

(Check one or both)

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

FROM: City of San Diego
Engineering & Capital Projects Department
525 B Street, Suite 750, MS 908A
San Diego, CA 92101

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

Project Name: Sewer Group 836

WBS No.: B-13232.02.06

Project Location-Specific: Christine St, West Bernardo Ct, North Harbor Dr, Grim Ave, Redwood St, within the Rancho Bernardo, Clairemont Mesa, Reserve, and Uptown Community Planning Areas & Council Districts 5, 6, 2, 3

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

Description of nature and purpose of the Project: Work will consist of rehabilitation of approximately 591 linear feet of 8-inch & 10-inch vitrified clay (VC) sewer pipe, replacement of approximately 82 feet of 8-inch polyvinyl chloride (PVC) sewer pipe and approximately 611 linear feet of new 8-inch PVC sewer pipe. This project will also include rehabilitation of manholes, replacement of manholes, and construction of new manholes.

Name of Public Agency Approving Project: City of San Diego

Name of Person or Agency Carrying Out Project: Juan Baligad, Senior Planner, 525 B Street, Suite 750, San Diego, CA, 92101, (619) 533-5473

Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269 (b)(c))
- Categorical Exemption: 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), 15303 (New Construction or Conversion of Small Structures)
- Statutory Exemptions:

Reasons why project is exempt: The City of San Diego conducted an environmental review which determined that the project meets the categorical exemption criteria set forth in CEQA State Guidelines, Section 15301 (Existing Facilities), which allows for the maintenance of existing public structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, which is applicable because the project includes rehabilitation of existing sewer main and manholes; 15302 (Replacement or Reconstruction), which allows for the replacement of existing structures where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, which is applicable because the project includes replacement of existing sewer main and manholes; and 15303 (New Construction or Conversion of Small Structures), which allows for the construction and location of limited numbers, small structures, which is applicable because the project includes new construction of sewer main and manholes; and where the exceptions listed in Section 15300.2 would not apply.

Lead Agency Contact Person: Juan Baligad, Senior Planner

Telephone: (619) 533-5473

If filed by applicant:

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

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

Carrie Purcell

Carrie Purcell, Assistant Deputy Director

7/21/21

Date

Check One:

(X) Signed By Lead Agency

() Signed by Applicant

Date Received for Filing with County Clerk or OPR:

NOTICE OF DETERMINATION

ORIGINAL

012689

TO: Recorder/County Clerk
P.O. Box 1750, MS A33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101
Filed
Gregory J. Smith, Recorder/County Clerk

OCT 07 2004
BY: *[Signature]*
DEPUTY

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

Project Number: 6020

State Clearinghouse Number: 2002041129

Permit Number: Master Coastal Development Permit (CDP) No. 15306 and Master Site Development Permit No. 15307

Project Title Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program

Project Location: Various canyons within the City of San Diego.

Project Description: Project proposes to clean and maintain all City of San Diego sewer pipelines within canyons and other environmentally sensitive lands, and construct new temporary paths where necessary. The Cleaning Program would implement performance criteria and procedural guidelines to avoid and/or minimize environmental impacts. The Long-Term Sewer Maintenance program proposes to evaluate each of the City's sewer lines in environmentally-sensitive areas for long-term maintenance access needs and would include those sewer pipelines in the Cleaning Program. This evaluation would be based upon recently adopted Council Policies, 400-13 and 400-14. Both Programs would be implemented City-wide.

This is to advise that the City of San Diego City Council on October 4, 2004 approved the above described project and made the following determinations:

1. The project in its approved form will, ___ will not, have a significant effect on the environment.
2. A Program Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA. **R-299710 R-299712**
___ A MITIGATED~ Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
___ An addendum to **NEGATIVE DECLARATION NO OR MITIGATED NEGATIVE DECLARATION NO OR ENVIRONMENTAL IMPACT REPORT NO.**~ was prepared for this project pursuant to the provisions of CEQA.

Record of project approval may be examined at the address above.

3. Mitigation measures were, ___ were not, made a condition of the approval of the project.
4. (EIR only) Findings were, ___ were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations was, ___ was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Land Development Review Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

Analyst: Anthony Ragaine/Cathy Cibit

Telephone: (619) 446-5343

Filed by:

[Signature]
Signature
Emergency Response Officer
Title

Reference: California Public Resources Code, Sections 21108 and 21152.

CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION

ORIGINAL

De Minimis Impact Finding or
One Fee Per Project Provision

Project Title/Location (include county): Canyon Sewer Cleaning Program and Long-Term Maintenance Program, City of San Diego, County of San Diego.

Project NO. 6020

Project Applicant:
CA, 92123.

Metropolitan Wastewater Department, City of San Diego, 9150 Topaz Way, San Diego, SCH NO. 2002041129

Project Description: Project proposes to clean and maintain all City of San Diego sewer pipelines within canyons and other environmentally sensitive lands, and construct new temporary paths where necessary. The Cleaning Program would implement performance criteria and procedural guidelines to avoid and/or minimize environmental impacts. The Long-Term Sewer Maintenance program proposes to evaluate each of the City's sewer lines in environmentally-sensitive areas for long-term maintenance access needs and would include those sewer pipelines in the Cleaning Program. This evaluation would be based upon recently adopted Council Policies, 400-13 and 400-14. Both Programs would be implemented City-wide.

No fee is required. The project qualifies for the "one fee per project" provision as it meets one of the following requirements checked below:

- (X) 1. A fee has already been paid for a related discretionary action;
- (X) 2. The project is a subsequent approval for which the environmental document has already been certified and NOD filed;
- () 3. The project is an addendum to TYPE OF DOCUMENT AND LDR NUMBER, SCH NO. (if not applicable, DELETE) that covers the project site;
- (X) 4. The project site was included in a previously certified (July 15, 2004) environmental document, (Program EIR; Project Number 6020; SCH No. 200204119)XXX, and no greater adverse impacts to wildlife resources than considered in the original document would occur.

Certification:

hereby certify that the lead agency has made the above findings of fact and that based upon the initial study and/or Biology survey report, and hearing record, the project involves no potential for adverse effect, either individually or cumulatively on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Gary Halbert, Director (Acting)
Development Services Department

By: Cathy Cilar
Title: Emergency Project Officer
Lead Agency: City of San Diego
Date: 9/16/04

\\LDRISHELLS\ENVIRONMENTAL\Certificate of Fee Exemption.frm

CERTIFICATE OF FEE EXEMPTION
ISD 01/04- AVL

FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County on OCT 07 2004
Posted OCT 07 2004 Removed NOV 09 2004
Returned to agency on NOV 09 2004
Deputy [Signature]



STATE OF CALIFORNIA - THE RESOURCES AGENCY
 DEPARTMENT OF FISH AND GAME
 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFG 753.5a (8-03)

249033

Lead Agency: City of San Diego Date: 10/7/14
 County / State Agency of Filing: San Diego Document No.: 12689
 Project Title: CANYON SEWER CLEANING PROGRAM & LONG-TERM SEWER MAINTENANCE PROGRAM
 Project Applicant Name: CITY OF SAN DIEGO, M.W.B. Phone Number: 619 444-5343
 Project Applicant Address: 9150 TORREZ WAY SAN DIEGO CA 92123
 Project Applicant (check appropriate box): Local Public Agency School District Other Special District
 State Agency Private Entity

CHECK APPLICABLE FEES:

- () Environmental Impact Report \$850.00 \$ _____
- () Negative Declaration \$1,250.00 \$ _____
- () Application Fee Water Diversion (State Water Resources Control Board Only) \$850.00 \$ _____
- () Projects Subject to Certified Regulatory Programs \$850.00 \$ _____
- () County Administrative Fee \$25.00 \$ _____
- Project that is exempt from fees

TOTAL RECEIVED \$ 0

Signature and title of person receiving payment: [Signature]
 WHITE-PROJECT APPLICANT YELLOW-DFG/FASB PINK-LEAD AGENCY GOLDENROD-STATE AGENCY OF FILING

NOTICE OF DETERMINATION

ORIGINAL

TO: X Recorder/County Clerk
P.O. Box 1750, MS A33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

012689

FILED
Gregory J. Smith, Recorder/County Clerk

OCT 07 2004

BY: [Signature] DEPUTY

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

Project Number: 6020

State Clearinghouse Number: 2002041129

Permit Number: Master Coastal Development Permit (CDP) No. 15306 and Master Site Development Permit No. 15307

Project Title Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program

Project Location: Various canyons within the City of San Diego.

Project Description: Project proposes to clean and maintain all City of San Diego sewer pipelines within canyons and other environmentally sensitive lands, and construct new temporary paths where necessary. The Cleaning Program would implement performance criteria and procedural guidelines to avoid and/or minimize environmental impacts. The Long-Term Sewer Maintenance program proposes to evaluate each of the City's sewer lines in environmentally-sensitive areas for long-term maintenance access needs and would include those sewer pipelines in the Cleaning Program. This evaluation would be based upon recently adopted Council Policies, 400-13 and 400-14. Both Programs would be implemented City-wide.

This is to advise that the City of San Diego City Council on October 4, 2004 approved the above described project and made the following determinations:

1. The project in its approved form X will, ___ will not, have a significant effect on the environment.
2. X A Program Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA. R-299710 R-299712
___ A MITIGATED~ Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
___ An addendum to **NEGATIVE DECLARATION NO OR MITIGATED NEGATIVE DECLARATION NO OR ENVIRONMENTAL IMPACT REPORT NO.**~ was prepared for this project pursuant to the provisions of CEQA.

Record of project approval may be examined at the address above.

3. Mitigation measures X were, ___ were not, made a condition of the approval of the project.
4. (EIR only) Findings X were, ___ were not, made pursuant to CEQA Guidelines Section 15091.
5. (EIR only) A Statement of Overriding Considerations X was, ___ was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Land Development Review Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

Analyst: Anthony Raguine/Cathy Cibit

Telephone: (619) 446-5343

Filed by:

[Signature]

Signature

Emergency Response Officer
Title

Reference: California Public Resources Code, Sections 21108 and 21152.

CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION

COPY

De Minimis Impact Finding or
One Fee Per Project Provision

Project Title/Location (include county): Canyon Sewer Cleaning Program and Long-Term Maintenance Program, City of San Diego, County of San Diego.

Project NO. 6020

SCH NO. 2002041129

Project Applicant: Metropolitan Wastewater Department, City of San Diego, 9150 Topaz Way, San Diego, CA, 92123.

Project Description: Project proposes to clean and maintain all City of San Diego sewer pipelines within canyons and other environmentally sensitive lands, and construct new temporary paths where necessary. The Cleaning Program would implement performance criteria and procedural guidelines to avoid and/or minimize environmental impacts. The Long-Term Sewer Maintenance program proposes to evaluate each of the City's sewer lines in environmentally-sensitive areas for long-term maintenance access needs and would include those sewer pipelines in the Cleaning Program. This evaluation would be based upon recently adopted Council Policies, 400-13 and 400-14. Both Programs would be implemented City-wide.

No fee is required. The project qualifies for the "one fee per project" provision as it meets one of the following requirements checked below:

- 1. A fee has already been paid for a related discretionary action;
- 2. The project is a subsequent approval for which the environmental document has already been certified and NOD filed;
- 3. The project is an addendum to TYPE OF DOCUMENT AND LDR NUMBER, SCH NO. (if not applicable, DELETE) that covers the project site;
- 4. The project site was included in a previously certified (July 15, 2004) environmental document, (Program EIR; Project Number 6020; SCH No. 200204119)XXX, and no greater adverse impacts to wildlife resources than considered in the original document would occur.

Certification:

I hereby certify that the lead agency has made the above findings of fact and that based upon the initial study and/or Biology survey report, and hearing record, the project involves no potential for adverse effect, either individually or cumulatively on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Gary Halbert, Director (Acting)
Development Services Department

By: Cathy Ciba
Title: Emergency Project Officer
Lead Agency: City of San Diego
Date: 9/16/04

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FILED IN THE OFFICE OF THE COUNTY CLERK

San Diego County on OCT 07 2004

Posted OCT 07 2004 Removed _____

Returned to agency on _____

Deputy KH

**CERTIFICATE OF FEE EXEMPTION
REVISED 01/04- AVL**

RECEIVED

RECEIVED

OCT 11 2004

Development Services



STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT
DFG 753.5a (8-03)

248724

Lead Agency: City of San Diego Date: 9/1/04
County/ State Agency of Filing: San Diego Document No.: 12617
Project Title: Canyon Sewer Cleaning Program & Long Term Sewer Maintenance Program
Project Applicant Name: City of San Diego Phone Number: (619) 440-534
Project Applicant Address: 1222 First Ave San Diego CA 92101
Project Applicant (check appropriate box): Local Public Agency School District Other Special District
State Agency Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report \$850.00 \$ 850
- Negative Declaration \$1,250.00 \$ _____
- Application Fee Water Diversion (State Water Resources Control Board Only) \$850.00 \$ _____
- Projects Subject to Certified Regulatory Programs \$850.00 \$ _____
- County Administrative Fee \$25.00 \$ 25
- Project that is exempt from fees

TOTAL RECEIVED \$ 875⁰⁰

Signature and title of person receiving payment: Alejandra Lopez

WHITE-PROJECT APPLICANT

YELLOW-DFG/FASB

PINK-LEAD AGENCY

GOLDENROD-STATE AGENCY OF FILING

NOTICE OF DETERMINATION

012617

TO: X Recorder/County Clerk
P.O. Box 1750, MS A33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

FILED
Gregory J. Smith, Recorder/County Clerk

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

SEP 01 2004

BY AS DEPUTY

Project Number: 6020

State Clearinghouse Number: 2002041129

Permit Number: Master Coastal Development Permit (CDP) No. 15306 and Master Site Development Permit No. 15307

Project Title Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program

Project Location: Various canyons within the City of San Diego.

Project Description: Project proposes to clean and maintain all City of San Diego sewer pipelines within canyons and other environmentally sensitive lands, and construct new temporary paths where necessary. The Cleaning Program would implement performance criteria and procedural guidelines to avoid and/or minimize environmental impacts. The Long-Term Sewer Maintenance program proposes to evaluate each of the City's sewer lines in environmentally-sensitive areas for long-term maintenance access needs and would include those sewer pipelines in the Cleaning Program. This evaluation would be based upon recently adopted Council Policies, 400-13 and 400-14. Both Programs would be implemented City-wide.

This is to advise that the City of San Diego Planning Commission on July 15, 2004 approved (Resolution No. 3538-1-PC) the above described project and made the following determinations:

- 1. The project in its approved form X will, ___ will not, have a significant effect on the environment.
- 2. X A Program Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.
___ A **MITIGATED**~ Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
___ An addendum to **NEGATIVE DECLARATION NO OR MITIGATED NEGATIVE DECLARATION NO OR ENVIRONMENTAL IMPACT REPORT NO.**~ was prepared for this project pursuant to the provisions of CEQA.

Record of project approval may be examined at the address above.

- 3. Mitigation measures X were, ___ were not, made a condition of the approval of the project.
- 4. (EIR only) Findings X were, ___ were not, made pursuant to CEQA Guidelines Section 15091.
- 5. (EIR only) A Statement of Overriding Considerations X was, ___ was not, adopted for this project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Land Development Review Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

Analyst: Anthony Rasvine/Cathy Gibit
FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County on SEP 01 2004
Posted SEP 01 2004 Removed OCT 06 2004
Returned to agency on OCT 06 2004
Deputy AS

Telephone: (619) 446-5343
Filed by: Cathy Gibit
Signature
Emergency Response
Title Officer

Reference: California Public Resources Code, Sections 21108 and 21152.



THE CITY OF SAN DIEGO

MEMORANDUM

DATE: December 24, 2020

TO: Dirk Smith, Senior Planner, Public Utilities Department

FROM: Maya Mazon, Biologist III, Engineering and Capital Projects Consistency Review for

SUBJECT: the Sewer Group Job 836

The Public Works Department requests the preparation of a Consistency Review (CR) for the Sewer Group Job 836, under the Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program Master Coastal Development Permit (CDP) No. 15306, Master Site Development Permit (SDP) No. 15307, and Final Canyon Sewer Program Environmental Impact Report (PEIR) LDR No. 42-0077 (December 15, 2003). The existing SDP was determined to cover this project after discussions with Public Utilities Department (PUD) about the activity proposed within the canyon areas. The proposed project occurs at 21 separate locations across the City of San Diego. The project will involve maintenance and repair of manholes and pipelines. The list below is project information and exhibits (contained within the attached Biological Resources Letter Report) to assist you in making a determination of consistency.

BIOLOGICAL RESOURCES REPORT TABLES

- Table 1. Site Description
- Table 2. Site Survey Information
- Table 3. Vegetation Communities within the 100-foot Survey Buffer
- Table 4. Project Impacts by Vegetation Community and Tier Level
- Table 5. Project Impacts by Site
- Table 6. Potential Aquatic Resources Within and Adjacent to the Project Site
- Table 7. Project Impacts and Required Mitigation
- Table 8. Potential Aquatic Resources Within and Adjacent to the Project Site

BIOLOGICAL RESOURCES REPORT ATTACHMENTS

- Attachment A – Project Features Exhibit
- Attachment B – Plant and Wildlife Species Observed in the Survey Area
- Attachment C – Site Photographs
- Attachment D – Special Status Species Potential Tables
- Attachment E – Regulatory Language
- Attachment F – PUD Mitigation Summary

Project Location

The proposed project occurs at 21 separate locations (i.e., designated 3, 5-7, 11, 12, 13A, 13B, 13C, 13D, 14, 16, 17A, 17B, 18A, 19, 20A, 21B, 22A, 23A and 26) across the City of San Diego in San Diego County, California. The 21 locations are located on the U.S. Geological Survey's (USGS') Del Mar, La Jolla, La Mesa, Point Loma, and National City 7.5minute quadrangles. The project footprint spans 15 canyons which are covered under the City of San Diego's Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program (Program) Master Site Development Permit (SDP).

Project Description

The proposed project occurs at 21 separate locations (i.e., designated 2, 5-7, 11, 12, 13A, 13B, 13C, 13D, 14, 16, 17A, 17B, 18A, 19, 20A, 21B, 22A, 23A and 26) across the City of San Diego in San Diego County, California (Attachment A). The proposed impact footprints are in both developed urban areas and in open, naturally vegetated areas. Several of the sites are within, partially within the MHPA or adjacent to the MHPA. Site specific details on construction activity and work areas allotted for construction can be found in Table 1. As an overview, the project will involve maintenance and repair of manholes and pipelines. Manholes will be replaced, rehabilitated, and in limited cases, added or abandoned.

- Replacement of manholes typically requires removal of existing structures with new structures being installed in-kind. No new permanent alteration of the surrounding area is anticipated, and impacts are limited to staging and access to the site by vehicles or on foot. Heavy equipment may be used depending on site terrain and slope grade.
- Rehabilitation of manholes requires access to the manholes and does not typically involve alteration or removal of aboveground structures. Work is typically limited to within the manhole structure and impacts are limited to staging and access to the site by vehicles or on foot. It is not likely that heavy equipment will be used.
- Addition of manholes will require ground disturbance and will permanently impact the area as an access hole must be dug to connect to the pipeline and a manhole structure must be added. Impacts are limited to access around the site by vehicles or on foot, staging and temporary storage spoils. Excess spoils will be removed from the site and properly disposed of off-site. Manhole additions are limited to paved areas except for Site 6 which is located near Ocean Boulevard and is not within the canyon system and Site 20A which is in Middle Juniper Canyon.
- Abandonment of manholes requires access to the manholes and removal of existing aboveground structures so that the manhole location is at existing grade. Work is typically limited to the footprint of the existing manhole and impacts are limited to staging and access to the site by vehicles or on foot. Heavy equipment may be used depending on site terrain and slope grade.

Sewer pipelines will be rehabilitated, abandoned, replaced and/or require point repairs. During construction, the location of existing cleanouts for laterals coming off the main lines will be confirmed. If cleanouts are not present, then they will be added to the existing lateral line. Data locations of existing laterals and cleanouts are not exact so impact areas for sites with lateral inspections planned encompass an area and not an exact location. Impacts associated with this effort are included in the impact boundaries illustrated on the site maps. Sites with lateral inspections proposed are listed in Table 1 and can be found in the design plans.

- Replacement of pipelines will be accomplished by trenching (except for Site 13D) and will result in temporary impacts. Trenching typically requires removal of soil above the pipe using heavy equipment or by hand. The existing pipeline is cut, removed and replaced in-kind with pipes adhering to the current sewer pipeline standards. No pipeline diameters are being increased beyond current standards. Impacts are limited to staging, temporary storage of spoils and access to the site by vehicles or on foot. Spoils will be placed back into the trench and natural contours will be restored. Although not anticipated, excess spoils will be removed from the site and properly disposed of off-site. Heavy equipment may be used depending on pipe depth, site terrain and slope grade. Site 13D will have pipe replacement; however, replacement will occur using directional drilling and no ground disturbance is anticipated.
- Rehabilitation of pipelines will be accomplished by pipe lining. The work involved with pipeline rehabilitation will be performed via trenchless methods using existing manhole structures, which include pulling linings through the pipelines between manholes, then sealing the linings to the interior surfaces with heated air. This process does not involve alteration or removal of aboveground structures or disturbance to surrounding vegetation. Work is typically limited to within the manhole structure and impacts are limited to staging and access to the site by vehicles or on foot. It is not likely that heavy equipment will be used.
- Abandonment of pipelines typically consists of equipment access to manholes as point of entry and does not result in ground disturbance. Concrete is pumped into the existing pipeline which is capped or otherwise permanently blocked from the pipeline network. Work is typically limited to the area around the manholes used for entry and impacts are limited to staging and access to the site by vehicles or on foot. It is not likely that heavy equipment will be used.
- Point repairs will occur at specific locations along the pipeline where pipeline integrity has been compromised. Point repairs will require trenching to various depths and in most cases, occur near a manhole. Trenching will require removal of soil above the pipe using heavy equipment or by hand. The compromised section pipeline is cut, removed and replaced. Impacts are limited to staging, temporary storage of spoils and access to the site by vehicles or on foot. Spoils will be placed back into the trench and natural contours will be restored. Although not anticipated, excess spoils will be removed from the site and properly disposed of off-site. Heavy equipment may be used depending on pipe depth, site terrain and slope grade.

The staging for construction equipment and materials for all work activities is anticipated to occur within established impact footprints and are outlined in Table 1 under “Work Area for Construction” and vary site by site. An off-site staging area is not anticipated.

Access to each site will utilize the existing PUD sewer access paths (vehicular and pedestrian) and/or temporary pedestrian paths when PUD access is not available. PUD canyon proficient vehicle access paths are approximately 8 feet wide except the access from Manzanita for Site 22A which is approximately 5 feet wide. PUD pedestrian path widths does not exceed 3 feet. Temporary pedestrian paths will be restricted to open spaces between vegetation or disturbed areas and trimming or any other alteration of the existing vegetation or landscape is prohibited; therefore, temporary pedestrian paths are not included in impact calculations. Some sites require point repairs or pipe replacement which could not be reached through established PUD access. Temporary access was included in the impact footprint for these sites. All temporary impacts will be reestablished to natural contours and revegetated with native vegetation after construction is completed. Detailed locations of the proposed construction activities, including access (both foot and vehicle), are shown in Attachment A and are detailed in Table 1.

Approximately 499 days have been estimated to complete the construction, which would take place primarily during two dry seasons (April to October). It is possible that construction will take less than the 24 months anticipated in the construction contract. The actual construction time will depend on the frequency and length of time wet conditions occur in the canyon. Wet conditions would require stoppage of construction activities. The start of construction is proposed for May 2022 and completed by May 2024.

Table 1. Site Descriptions

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
3	South of State Route (SR) 52 and east of Genesee Avenue, within Marian Bear Memorial Park, containing two manhole facilities (i.e., 182 and 183). A second segment is located north of SR-52, south of residential developments at Erlanger Street.	San Clemente Canyon	This site contains three manholes (i.e. 181, 182 and 183) which will be rehabilitated. The pipeline between all the manholes will be rehabilitated, which requires no ground disturbance. A point repair will occur between manhole 181 and 182 and will require ground disturbance.	Rehabilitation manholes each have a 10ft X10ft work area. A temporary construction access path to the point repair from the eastbound SR-52 will be 10 feet wide. A 10ft X 15ft work area for the point repair will be located within the non-native brome grassland adjacent to the point repair.	Access by designated footpath from Marian Bear Memorial Park or vehicle by the temporary construction access path from eastbound SR-52.	(1) Avoid impacts to coast live oak trees, if possible. (2) Must avoid waterways identified as potential aquatic resources. (3) Poison oak present within coast live oak riparian forest. (3) Moderate potential for <i>Centromedia pungens</i> ssp. <i>laevis</i> to be present within survey area and/or impact area of coast live oak riparian forest. Avoid impacts, if practicable.
5	Along a dirt road east of Donald Avenue. The dirt road terminates and is accessible at Balboa Avenue east of the intersection with Clairemont Drive.	Tecolote Canyon	This site contains three manhole facilities (i.e. 3, 4 and 346). Manhole 3 will be replaced, manhole 346 will be rehabilitated and manhole 4 is access only. The pipeline between manholes 3 and 346 will be replaced. A portion of this pipeline is suspended above grade by concrete pillars. This section and the concrete pillars will be replaced in-kind. The pipeline between manholes 3 and 4 will be rehabilitated with no ground disturbance anticipated. Ground disturbance is anticipated for replacement of manhole 3, replacement of the pipe between manholes 3 and 346 and replacement of the pillars.	A temporary construction access path/work area from the existing access road to manholes 3 and 346 will be 30ft wide. An additional work area on the east side of the potential aquatic resource will be 10ft X 15ft in the area with disturbed habitat. Manhole 4 will have a 10ft X 10ft work area.	Entry to manhole 3 and 346 is through a locked gate on Balboa Avenue. 4WD vehicle may be required. Temporary construction access will need to be created from the existing road to the manholes/pipes. The temporary construction access will need to cross a potential aquatic resource which may contain water. For permitting purposes, it is assumed that an earthen ramp may need to be created for egress. However, final method will be determined by contractor. Access to manhole 4 is from private property.	(1) Avoid impacts to coast live oak trees, if possible. (2) Potential aquatic resource is an ephemeral drainage which may contain water. (2) Impacts to coast live oak must be avoided.

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
6	Along the beachfront west of Ocean Boulevard, near the intersection of Ocean Boulevard and Crystal Drive.	Ocean and Mission Canyon	This site contains three manholes (i.e. 30, 318 and a new manhole location [Manhole 1]). Manhole 30 will be used for access only and no ground disturbance will occur. Manhole 318 will be replaced. Manhole 1 will be added to the alignment. The pipe between Manholes 30 and 318 will be rehabilitated and no ground disturbance will occur. The pipeline between 318 and 1 is currently suspended above grade by concrete pillars. This section and the pillars will be replaced in-kind.	A 30ft X 120ft work area around manhole 1 and 318.	Access may be by designated footpath or by vehicle from Crystal Drive or Ocean Boulevard. Vehicles that access via Ocean Boulevard will use the designated path on the beach.	No concerns anticipated
7	South of Balboa Avenue and west of Murphy Canyon Road.	Balboa and I-15 Canyon	This site contains two manholes (i.e., 44 and 48). Both manholes will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated and no ground disturbance will occur, except at one location within the shoulder south of Balboa Avenue. This point of repair may require ground disturbance.	Rehabilitation manholes each have a 10ft X10ft work area. Work area for the point repair will be 10ft X 20ft.	Access to manhole 48 will be through a gated parking lot to a gated PUD access road. Access to manhole 44 is from the parking lot of 4631 Viewridge Avenue. Access to the point repair will be from the northbound Interstate 15.	(1) Potential aquatic resource adjacent to manhole 48 should be avoided.
11	East of Barbarosa Place along a dirt road.	60th Street North Canyon	This site contains two manhole facilities (i.e. 250 and 252). Both manholes will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated and no ground disturbance will occur, except for lateral locations which may be replaced or added upon field inspection, as needed.	Manhole 250 is within the street and impacts are not anticipated. Manhole 252 and the potential lateral locations have a work area that is approximately 10ft by 100ft.	Access is from pedestrian path from Baja Street.	(1) Avoid impacts to the riparian vegetation east of the pedestrian path to the extent practicable

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
12	East of Overlake Avenue adjacent to residential development.	Lake Murray Canyon	This site contains two manholes (i.e. 447 and 448) which will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated and no ground disturbance will occur.	Rehabilitation manholes each have a 10ft X10ft work area.	Vehicle access through a locked gate from Dwane Avenue provides close access to the manholes; however, a designated footpath must be used for direct access to the manholes.	No concerns anticipated
13A	South of I-8, south of the Mission Valley Resort and is accessed from Hotel Circle South.	Dove Canyon	This site contains two manhole facilities (i.e. 92 and 149) which will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated and no ground disturbance will occur.	Rehabilitation manholes each have a 10ft X10ft work area.	Vehicle access through private property off Hotel Circle South provides close access to the manholes; however, a designated footpath must be used for direct access to the manholes.	(1) Potential aquatic resource south of manhole 149 should be avoided.
13B	South of I-8, south of the Candlewood Suite building; it is accessible from Hotel Circle South.	Dove Canyon	This site contains two manholes (i.e. 443 and 446) which will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated and no ground disturbance will occur.	Rehabilitation manholes each have a 10ft X10ft work area.	The manholes are located behind Candlewood Suites (1335 Hotel Circle South). Vehicles can get close to the site by going to the east side of the hotel parking lot. To get to the site there are two locked gates, one to the hotel premises and one for the manhole locations. Manholes are accessed by foot from the parking lot.	No concerns anticipated

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
13C	Hawk Street, south of Hunter Street, and extends beyond the South terminus of Hawk Street into undeveloped non-native woodland.	Dove Canyon	This site contains two manholes (i.e. 156 and 171) which will be rehabilitated. The segment of pipe between the two manholes does not require rehabilitation, however, a point of repair will need to be accessed and will require ground disturbance in vegetated areas.	Manhole 156 has a work area of 10ft X 20ft. The point repair has a north-south work area of 10ft X 20ft and an east-west 10ft wide access area. Manhole 171 has a work area of 10ft X 10ft.	Manhole 156 and the point repair location can be accessed by Hawk Street. The point repair has an additional temporary access path. Manhole 171 will be accessed by designated footpath.	(1) Manhole 171 is north of a potential aquatic resource that must be avoided.
13D	Terminus of Goldfinch Street near the cross section of Goldfinch Street and Barr Avenue.	Hillcrest Canyon	This site contains two manholes (i.e. 146 and 153) which will be rehabilitated. The pipeline between manhole 146 and 153 will be replacement.	Manhole 146 will have a 10ft X 20ft work area. Manhole 153 has a 10ft wide construction access path. Pipe replacement will be completed using directional drilling so disturbance to vegetation is not anticipated.	The area is located at the terminus of Goldfinch Avenue near Barr Street. A temporary construction access path will be needed to access manhole 153. Manhole 146 will be accessed through private property.	No concerns anticipated
14	Along and adjacent to Jackdaw Street between Washington Place and West Washington Street.	Washington Street Canyon	This site contains two manholes (i.e. 165 and 166) which will be replaced. The section of pipe in between will also require replacement. All the facilities will require ground disturbance in vegetated areas.	A work area for access, staging and spoil piles is approximately 90ft X 180ft (see map for limitations). It is anticipated that a substantial amount of spoils will be excavated to get to the existing pipe. This assumption accounts for the large work area anticipated for this site.	Access to the area is from Jackdaw Road and manholes are accessed through a temporary construction path.	(1) Manhole 166 is north of a potential aquatic resource that must be avoided. (2) Potentially non-native trees will need to be removed to replace the pipe. Nesting bird surveys should be conducted if trees are removed during the nesting season (Jan 1 through Sept 15 to account for raptors).

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
16	Unnamed paved alley south of Madison Avenue between New York Street and Delaware Street.	Buchanan Canyon	This site contains two manhole facilities (i.e., 248 and 249), however, both manholes will be access only with no impacts are anticipated. A point of repair south of Manhole 248 will require ground disturbance in vegetated areas to access the subsurface pipeline.	The point repair has a work area of 10ft X 20 ft and a temporary construction access path that is 10ft wide.	Access is from the road in an alley south of Madison Avenue and will include a temporary construction access path to access the point repair.	No concerns anticipated
17A	Along 10th Avenue, south of Robinson Avenue, and extends beyond the southern terminus of 10th Avenue into undeveloped non-native woodland.	Highway 163 Corridor	This site contains five manholes (i.e. 513, 514, 519, 520, and 521), however, manhole 513 and 519 are access only with the remaining manholes being abandoned. The associated piping will also be abandoned.	Abandoned manholes each have a 10ft X10ft work area.	Access to the area is from a locked gate near the Robinson Avenue exit off the northbound State Route 163. A designated footpath provides access to the manholes.	(1) A potential aquatic resource is present parallel and occasionally adjacent to the manholes. Impacts must be avoided.
17B	Western shoulder of the Cabrillo Freeway/SR-163, south of the Robinson Avenue exit.	Highway 163 Corridor	This site contains two manholes (i.e. 478 and 479) which will be replaced. The section of pipe in between will also require replacement. All the facilities will require ground disturbance in vegetated areas.	The work area is approximately 20 ft X 190ft.	Access is from the southbound State Route 163 just past the Robinson Avenue exit.	(1) A potential aquatic resource intersects the pipeline. Impacts should be minimized to the extent practicable.

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
18A	Brookes Terrace and a dirt access road that extends from the terminus of Vermont Street south then east.	Highway 163 Corridor	This site contains three existing manholes (i.e. 363, 372 and 375), and one new manhole location that will be constructed as part of the project. The new manhole will be located completely within a paved area. Manhole 375 will be replaced and is located entirely within a paved area. Manhole 372 and 363 will be rehabilitated. The pipe between the new manhole and 375 will be replaced but is completely within paved areas. The remaining pipe sections will be rehabilitated, and no ground disturbance will occur.	Rehabilitation manholes each have a 10ft X10ft work area. The work area for the replacement pipe and the replacement and new manhole is approximately 10ft X 75ft.	To get close to the site access will be through a locked gate at the terminus of Vermont Street. A 4WD vehicle may be required. A footpath to the manholes is present once the vehicle access path has ended.	(1) Potential aquatic resource north of manhole 363 should be avoided.
19	Western shoulder of Cabrillo Freeway/SR-163, extending along a dirt access road to 8th Drive, north of Cobblestone Drive. This site contains two manhole facilities (i.e., 67 and 68), one on the west side of SR-163 and one inside the median.	Highway 163 Corridor	This site contains two manholes (i.e. 67 and 68) which will be rehabilitated. The segment of pipe between the two manholes will be rehabilitated with no ground disturbance, except for a point repair west of manhole 68.	Manhole 67 will have a 10ft by 10ft work area. Manhole 68 and the point repair will have a work area approximately 10ft X 50ft.	Manhole 67 can be accessed from a footpath off 8th Avenue. Manhole 68 and the point repair can be accessed by vehicle from the shoulder of the northbound State Route 163 or the southbound ramp of Interstate 56.	No concerns anticipated

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
20A	North of Maple Street between Montclair Street and Vancouver Avenue, in an undeveloped, vegetated area.	Middle Juniper	This site contains three existing manholes (i.e., 330, 331, and 17), and one new manhole location (manhole 16) will be constructed as part of the project. Manholes 17 and 331 will be replaced. Manhole 330 will be abandoned. The extent of the alignment between Manhole 17 and 331 will require pipeline replacement along a steep slope.	The length of the replacement will have a work area with a width of 30ft.	Access will be from Maple Street onto the temporary construction path through private properties that are currently fenced and are adjacent to a steep slope.	(1) Manhole 331 is south of a potential aquatic resource; however, the feature is an erosional feature and may not be jurisdictional.
21B	East of Escondido Freeway/SR-15 along a dirt access road parallel to Manzanita Drive. The dirt road extends northeast and connects to Manzanita Drive at Marlborough Avenue; it extends north and connects with Central Avenue.	Manzanita Canyon	This site contains three manholes (i.e., 159, 160, and 161) which will be rehabilitated. The segment of pipe between the manholes will be rehabilitated and no ground disturbance will occur, except for a point of repair northwest of manhole 159.	Manhole 160 and 161 will have 10ft X 10ft work areas. Manhole 159 and the point repair will have a 10ft X 50ft work area.	The site can be accessed by vehicle from a gated entrance at the terminus of Thorne Street. Two footpaths are also present at the terminus of 39th Street.	(1) A potential aquatic resource intersects the pipeline. Impacts should be minimized to the extent practicable. (2) Impacts to wart-stemmed ceanothus must be avoided.
22A	East of Escondido Freeway/SR-15 along a dirt access road parallel to Manzanita Drive. The dirt road extends northeast and connects to Manzanita Drive at Marlborough Avenue; it extends north and connects with Central Avenue. This site contains four manhole facilities (i.e., 29, 30, 31, and 32).	Manzanita Canyon	This site contains four manholes (i.e. 29, 30, 31 and 32). Manholes 29, 30 and 31 will be rehabilitated and manhole 32 is access only. The pipe will be rehabilitated. Laterals will be located and repaired or added as needed between manholes 31 and 32.	Manholes 29 and 30 will have a 10ft X 10ft work area. Manhole 31 and the potential lateral location will have a work area approximately 10ft X 100ft.	Small vehicle access is from Manzanita Drive. Contractor should assess whether vehicle access is possible as access widening is not anticipated.	(1) Potential aquatic resource south of manhole 30 should be avoided.

Site Number	Location	Canyon	Construction Notes	Impact Boundary Notes	Access Notes	Biological Resources
23A	Along Woodbine Way, Shadyglade Lane, and a segment of a dirt road that extends eastward from Deep Dell Road.	Woodman Canyon	This site contains seven manholes (i.e. 9, 10, 11, 12, 15, 60, and 109) which will be rehabilitated. The segment of pipe between the manholes will be rehabilitated and no ground disturbance will occur.	Rehabilitation manholes each have a 10ft X10ft work area.	Vehicle access is from Deep Dell Road.	(1) Potential aquatic resource north of alignment between manholes 9, 11 and 15 should be avoided.
26	Originates at the terminus of Redlands Place near the cross streets of Redland Drive and 55th Street.	Redland Canyon	This site contains two manholes (i.e. 405 and 419) which will be rehabilitated. The segment of pipe is rehabilitation with no ground disturbance, except for a point repair south of manhole 419. Laterals will be located and repaired or added as needed between manholes 405 and 419.	Approximately, 10ft X 50ft will be for the point repair with the remaining 10-foot-wide impacts for access and lateral assessment.	Vehicle access will be through private property on Redlands Place and Maisel Way. Hillside between Redland Place and Maisel Way is more than a 25% grade and is not recommended for access.	No concerns anticipated

Methods

Analysis was conducted in part by biologists from Psomas but was corroborated, updated and expanded by City of San Diego Engineering and Capital Projects biologists. Survey information can be found in Table 2. Vegetation was mapped within the proposed impact areas plus a 100-foot buffer; this corresponds to the “survey area”. The potential for special status plant and wildlife species to occur was analyzed within the impact area. Analysis of literature identified special status plants, wildlife, and habitats known to occur in the vicinity of the proposed project. This search included a review of the USGS’ Escondido, Del Mar, La Jolla, La Mesa, Point Loma, and National City 7.5-minute quadrangles in the California Native Plant Society’s (CNPS’) Inventory of Rare and Endangered Vascular Plants of California (CNPS 2016) and the California Department of Fish and Wildlife’s (CDFW’s) California Natural Diversity Database (CNDDDB; CDFW 2016a). The literature search also included a review of the US Fish and Wildlife Service (USFWS) Critical Habitat layers (USFWS 2017).

Vegetation was mapped in the field on an aerial photograph. Where vegetation overlaps another type of mapping unit (e.g., a tree canopy over water), the area was mapped according to the uppermost layer of vegetation.

During the surveys, all plant species observed were identified and recorded. Active searches for reptiles and amphibians included lifting, overturning, and carefully replacing objects such as rocks, boards, and debris. Birds were identified by visual and auditory recognition and by evidence of diagnostic sign, including old nests.

Mammals were identified by visual recognition or evidence of diagnostic sign, including scat, footprints, scratch- outs, dust bowls, burrows, and trails. Photographs of the project location and surrounding areas were also taken and can be found in Attachment C of the BTR.

Table 2. Site Survey Information

Survey Team	Date	Weather Conditions
Jonathan Aguayo and Ian Cain	October 26, 2016	65- and 75-degrees Fahrenheit (°F) with clear skies and 5-mile-per-hour (mph) winds from the north-northwest
Jonathan Aguayo and Ian Cain	November 1, 2016	60°F and 71°F with clear skies and 5–6 mph winds from the north
Maya Mazon, Victoria Ortiz and Eriberto Valdez	October 23, 2019	58°F and 66°F with partly cloudy skies and 1-4 mph winds.
Maya Mazon, Tom Park and Carly Gagen-Cheaney	October 30, 2019	58°F and 69°F with clear skies and 1-4 mph winds.
Maya Mazon and Blake McCormick	November 6, 2019	59°F and 68°F with cloudy skies and 1-4 mph winds.
Maya Mazon and Sean Paver	November 8, 2019	70°F and 73°F with cloudy skies and 1-4 mph winds.
Maya Mazon	December 6, 2019	59°F and 68°F with cloudy skies and 1-4 mph winds.
Maya Mazon and Peter Fogec	December 10, 2019	61°F and 69°F with partly cloudy skies and 1-4 mph winds.
Maya Mazon	December 16, 2019	57°F and 65°F with cloudy skies and 1-4 mph winds.

Existing Conditions

Based on species composition and canopy structure of the study areas the following vegetation communities were observed: bare ground, coast live oak riparian forest, concrete channel, developed, Diegan coastal sage scrub, disturbed, disturbed southern mixed chaparral, non-native acacia stand, non-native Brome dominated grassland, non-native woodland, ornamental, riparian scrub, southern mixed chaparral, tamarisk stand, mule fat scrub/Freshwater marsh. A detailed description of the vegetation communities, respective acreages within the study area, and spatial distributions are presented in the Biological Technical Report for the Sewer Rehabilitation Project 836 (November 2020). Several sites are located within, partially within or adjacent to the MHPA.

One special status plant species was observed within the study area of Site 21B on the edge of southern mixed chaparral. Wart-stemmed ceanothus (*Ceanothus verrucosus*) is a CRPR 2B.2 species, which means it is “rare or endangered in California, common elsewhere” (CNPS 2014). It is a perennial evergreen shrub in the Rhamnaceae family that typically blooms from December to May. This species is typically found in chaparral. This individual was observed outside of the impact area and will not be disturbed by the project. No other special status plants and no sensitive wildlife were observed within the study area during the biological surveys.

Impacts

Biological Impacts

There will be impacts to ESL in the form of Tier I, II and IIIA habitat and wetlands. Total acres of ESL impacted will be 0.187 acres. It is anticipated that a total of 0.072 acres of impacts to upland ESL will occur. Approximately 0.070 acre of the total impacts are to Tier II, IIIA and IIIB habitat outside of the MHPA. Approximately 0.002 acre of the Tier II, IIIA and IIIB habitat is located within the MHPA. Impacts to upland habitats will require 0.049 acres of mitigation. Approximately 0.115 acres of wetlands (coast live oak riparian) will be impacted. These direct impacts are significant and will require mitigation per for the Canyon Sewer PEIR at a ratio of 3:1. A total of 0.345 acres of wetland mitigation will be required for impacts to wetlands. Total mitigation for impacts to Tier II, IIIA, IIIB habitats and wetlands will be 0.394 acre and will be mitigated through deduction of credits at an existing PUD mitigation site in the MHPA. No direct impacts are anticipated to sensitive plants or wildlife.

The impact acreages within the project work areas and subsequent mitigation requirements are presented in Table 3 and are spatially represented in the November 2020 BTR.

Table 3. Project Impacts and Required Mitigation

Tier Level	Vegetation Community	Project Impacts Inside the MHPA ¹			Project Impacts Outside the MHPA ²			Project Grand Totals ³	
		Project Impacts (acre)	Mitigation Ratio	Required Mitigation (acres)	Project Impacts (acre)	Mitigation Ratio	Required Mitigation (acres)	Total Impacts (acres)	Total Mitigation (acres)
II	Diegan coastal sage scrub	0	1:1	0	0.025	1:1	0.025	0.025	0.025
Total for Tier II		0		0	0.025		0.025	0.025	0.025
IIIA	disturbed southern mixed chaparral	0* (21.78sqft)	1:1	0* (21.78sqft)	0.003	0.5:1	0.001	0.0035	0.0015
IIIA	southern mixed chaparral	0.001	1:1	0.001	0.029	0.5:1	0.015	0.03	0.016
Total for Tier IIIA		0.002		0.002	0.032		0.016	0.034	0.018
IIIB	non-native Brome dominated grassland	0	1:1	0	0.013	0.5:1	0.006	0.013	0.006
Total for Tier IIIB		0		0	0.013		0.006	0.013	0.006
Wetland	coast live oak riparian forest	0.059	3:1	0.177	0.056	3:1	0.168	0.115	0.345
Total for City Wetlands		0.059		0.177	0.056		0.168	0.115	0.345
IV	bare ground	0.007	0:1	0	0.036	0:1	0	0.043	0
IV	concrete channel	0	0:1	0	0* (4.36sqft)	0:1	0	0* (4.36sqft)	0
IV	developed	0	0:1	0	0.132	0:1	0	0.132	0
IV	disturbed	0.022	0:1	0	0.295	0:1	0	0.317	0
IV	non-native woodland	0.032	0:1	0	0.281	0:1	0	0.313	0
IV	ornamental	0* (8.71sqft)	0:1	0	0.211	0:1	0	0.211	0
Total for Tier IV		0.061		0	0.955		0	1.016	0
Total		0.122		0.179	1.080		0.215	1.203	0.394

¹Project impacts occur inside and outside the MHPA. Information in these columns are for impacts inside the MHPA. All mitigation will occur inside the MHPA and is reflected in the mitigation ratios used in the table.

²Information in these columns are for impacts outside the MHPA. All mitigation will occur inside the MHPA and is reflected in the mitigation ratios used in the table.

³Grand totals for impacts and mitigation requirements are a summation of impact

*Impacts were less than 0.001 acres. Impacts reflected as square feet.

For this project, it is assumed that the potential indirect impacts resulting from construction activities may include dust and urban pollutants; lighting; noise and general human presence that may temporarily disrupt species and habitat vitality; and water quality. With respect to these latter factors, all project grading will be subject to the typical restrictions (i.e., Storm Water Pollution Prevention Plan [SWPPP] with Best Management Practices [BMPs]) and requirements that address erosion and runoff. In addition, with the implementation of Avoidance and Minimization measures, expectation that work will only occur during daylight hours and the requirement of revegetation with native species, these indirect impacts will be reduced to less than significant.

Paleontological/Archeological Impacts

Impacts to both paleontological and archaeological resources are not anticipated as the project work will occur within manholes, within the sewer pipelines and associated easements or within other areas that have been previously disturbed as noted here. The work will involve earth disturbance at select sites including: Site 3, 5, 6, 7, 11, 13C, 13D, 14, 16, 17B, 19, 20A, 21B and 26. Minor excavation work is proposed for point repairs, pipe replacement, new manholes, concrete pillar replacement, lateral assessment and potential cleanout installation. All the earth-disturbing activities will occur above the existing pipeline or lateral, within previously disturbed soils.

All sites except for Site 26 were assessed in the *Archaeological Resources Report Form, Sewer Group 836 Rehabilitation/Replacement Project* (Psomas 2016). The assessment methods included literature searches for past discoveries and a field survey. It was determined in the report that “no cultural resources are expected to be affected during construction activities on or off the site; therefore, monitoring of construction activities is not recommended”.

Site 26 was added to the project later in the process and was not included in the archaeological assessment. Ground disturbance for this site will be limited to previously disturbed soils. Ground disturbance includes a point repair and lateral pipe assessment which will impact a total area of approximately 10ft 70ft. This area is located within potentially sensitive archaeological areas and the pipeline was installed in 1952 which pre-dates CEQA. The slope where the point repair will occur is approximately 35%. This information was discussed with Senior Archaeological Staff at Development Services and it was determined that the site did not require any further evaluation and would not require monitoring.

Avoidance and Minimization

The proposed project has been designed to include the following requirements to ensure compliance with the City’s MSCP Subarea Plan and to avoid or minimize impacts to biological resources to the maximum extent feasible. The following requirements shall be incorporated into the project plans and contract specifications:

Prior to issuance of Notice To Proceed (NTP), the Development Services Department (DSD) Environmental Designee (ED) shall review and approve all construction documents (plans, specifications, details, etc.) to ensure these MMRP requirements are incorporated.

BIOLOGICAL RESOURCE PROTECTION DURING CONSTRUCTION

I. Prior to Construction

- A. **Biologist Verification** - The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego's Biological Guidelines (2018), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.
- D. **BCME** -The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.
- E. **Avian Protection Requirements** - To avoid any direct impacts to Southern California Rufous-crowned Sparrow (*Aimophila ruficeps canescens*), Coastal Cactus Wren (*Campylorhynchus brunneicapillus sandiegensis*), Coastal California Gnatcatcher (*Poliioptila californica californica*) or any species identified as listed, candidate, sensitive, or special status in the MSCP, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a preconstruction survey to determine the presence or absence of nesting for these three sensitive bird species on the proposed area of disturbance. The preconstruction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the preconstruction survey to the City's DSD for review and approval prior to initiating any construction activities. If nesting activities for any of the above-mentioned sensitive bird species are detected, a letter report or mitigation
- F. plan in conformance with the City's Biology Guidelines and applicable state and federal law (i.e., appropriate follow up surveys, monitoring schedules, construction

and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section or Resident Engineer, and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction

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

II. During Construction

- A. **Monitoring**- All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. **Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

Mitigation

Implementation of the following project MMs would reduce biological resource impacts to less than significant levels under the Canyon Sewer PEIR and ensure compliance with the City's Biology Guidelines and the Canyon Sewer Master SDP and CDP. A copy of the official PUD ledger can be found in the BTR (Attachment F).

BIO-1: All direct permanent and temporary impacts to sensitive upland habitats and City wetlands will be mitigated consistent with City Guidelines (see related discussion at the beginning of this chapter).

- *Direct impacts (permanent and temporary) to Tier II habitat [Diegan coastal sage scrub] will occur due to trenching, access and staging. A total of 0.025 acres will be impacted outside of the MHPA. Impacts will be mitigated at a 1:1 ratio for a total of 0.025 acres of required mitigation. Mitigation will be satisfied with the purchase of credits from a PUD mitigation site. Upland impacts will be mitigated at the Central Tecolote Enhancement/Mitigation Site for a total of 0.025 acre.*
- *Permanent and temporary impacts to Tier IIIA and IIIB sensitive upland habitats [Disturbed southern mixed chaparral, southern mixed chaparral and non-native Brome dominated grassland] will occur due to trenching, manhole installation, access and staging. A total of 0.002 acres will be impacted inside of the MHPA and 0.045 acres will be impacted outside of the MHPA. Impacts will be mitigated at a 1:1 ratio for impacts that occur inside the MHPA and 0.5:1 for impacts that occur outside the MHPA. Mitigation required for impacts that occurred inside of the MHPA will be 0.002 acres and 0.022 acres for impacts that occurred outside the MHPA. Mitigation will be satisfied with the purchase of credits from a PUD mitigation site. Upland impacts will be mitigated at the Central Tecolote Enhancement/Mitigation Site for a total 0.024 acre.*
- *Direct impacts (temporary) to sensitive riparian habitat (coast live oak riparian forest) considered to be City wetlands will be impacted as a result if vegetation removal for trenching, staging and access. A total of 0.059 acres of wetlands will occur inside the MHPA and 0.056 acres will occur outside of the MHPA. Impacts inside and outside the MHPA will be mitigated at a ratio of 3:1 for a total of 0.345 acre. Mitigation will be satisfied through the purchase of credits at a PUD mitigation site. Wetland mitigation has been divided into several mitigation sites which include Camino Del Rio North- San Diego River Creation (0.002 acre), El Rancho – Penasquitos Enhancement (0.226 acre), Lake Murray (0.004 acre) and Tecolote Canyon Wetland and Upland (0.113 acre) for a total of 0.345 acre of mitigation.*

In addition, pursuant to the Master Canyon Sewer Permit 013507 and Canyon Sewer Cleaning Program PEIR No. 42-0077, recommends additional measures to further reduce project impacts:

- No grading is permitted. Disturbance due to trenching will be recontoured to match pre-construction conditions and will undergo a 25-month maintenance and monitoring period.
- Most predefined staging areas and construction access will occur within developed private property and developed streets. However, some impacts will cause impacts to environmentally sensitive lands (upland and wetland) when disturbed or developed areas were not available. Impacts to environmentally sensitive lands will be mitigated and will undergo a 25-month maintenance and monitoring period using appropriate native species.

- Photographs will be taken of the project area before, during, and after the work to document the condition of the site and the extent of any impacts to the surrounding area.
- All equipment must utilize existing access roads and work areas within the authorized limits of work. No work activities may occur outside the preapproved limits of disturbance without approval from Public Works EPS staff and Development Services Department's MMC staff.
- Appropriate Best Management Practices (BMPs) will be used during and after
- construction to address erosion and sediment control.
- All work will be conducted during daylight hours only; lighting is prohibited.
- No construction activities will occur during a rain event; all activities will be suspended following a rain event until the soil has dried.
- In the event that any habitat is impacted by the project, it shall be restored pursuant to the City's Canyon Sewer Cleaning Program, including the preparation of a habitat restoration plan, installation of native plant material, and maintaining the site for a minimum of 25 months, as applicable. Developed, landscaped land impacted by the project will be replaced in kind.

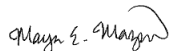
Justification Pursuant to Program

All activities, vehicular access and staging would occur within the proposed impact areas as described in the BTR (October 2020), designated Public Utilities Department (PUD) maintenance access roads as identified in the Canyon Sewer Cleaning Program and Long Term Sewer Maintenance Program (Program) or within the public right of way. No impacts on cultural resources are anticipated.

All proposed manhole and pipeline maintenance/repair activities are covered under the EIR and are consistent with the Program and Master SDP (Site Development Permit) objectives *to provide for the long-term maintenance of canyon sewer infrastructure, recognizing that availability of access to the infrastructure is essential for an effective long-term program.*

If you have any questions or need additional information, please contact me at mmazon@sandiego.gov or at (619) 533-4620.

Sincerely,



Maya Mazon

Biologist III

Engineering and Capital Project

- Attachments: 1. Approval Memo
2. PUD Canyon Sewer PEIR Consistency Approval
 3. Checklist
 4. Biological Resources Report
 5. Revegetation Plans
 6. Project Plans

cc: Peter Fogec, Associate Planner, ECP, ESTS Division
Carrie Purcell, Assistant Deputy Director, ECP
James Arnhart, Project Officer II, ECP, ESTS Division
Sean Paver, Senior Planner, Engineering and Capital Projects, ESTS Division
Alex Sleiman, Senior Engineer, ECP, TUE Division
Sabeen Cochinwala, Project Manager, ECP, TUE Division
Valery Polyak, Project Engineer, ECP, TUE Division

CITY OF SAN DIEGO
MEMORANDUM

DATE: December 24, 2020

TO: Maya Mazon, Biologist III, Engineering and Capital Projects

SUBJECT: Consistency Review Approval for the **Sewer Group Job 836** (Project), under the Canyon Sewer Cleaning Program and Long-Term Sewer Maintenance Program (Program) Master Site Development Permit (SDP) No. 13507/Coastal Development Permit (CDP) No. 13506, and Programmatic Environmental Impact Report (PEIR) No. 42-0077.

Under the authority of the CEQA Authority MOU (December 5, 2018) the Public Utilities Department has completed a consistency review for the subject project, and has determined, in accordance with CEQA Section 15162, the Project is consistent with the general intent, terms, and conditions of the Program PEIR No. 42-0077. All applicable and relevant conditions and findings of approval as specified in the approved PEIR No. 42-0077, shall remain in full effect for this site, unless otherwise specified. All project issues and mitigation for significant impacts have been adequately addressed pursuant to CEQA for the proposed project.

Further, the Public Utilities Department has determined the Project is consistent with the general intent, terms, and conditions of the Master SDP No. 13507/ CDP No. 13506. All applicable and relevant conditions and findings of approval as specified in the approved Master SDP No. 13507/CDP No. 13506, shall remain in full effect for this site, unless otherwise specified.



Signature
Dirk Smith, Senior Planner
Public Utilities Department

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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 MAPS



Engineering & Capital Projects

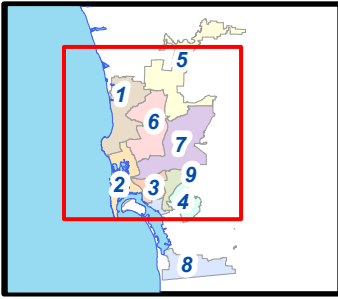
Sewer Group 836

Location Map

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- █ Replacement Main
- █ Abandon Main
- █ Rehabilitation Main
- Point Repair



COMMUNITY NAME: Varies

COUNCIL DISTRICT: Varies

WBS NO: B13232 (S)

Date: August 25, 2022



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Engineering & Capital Projects

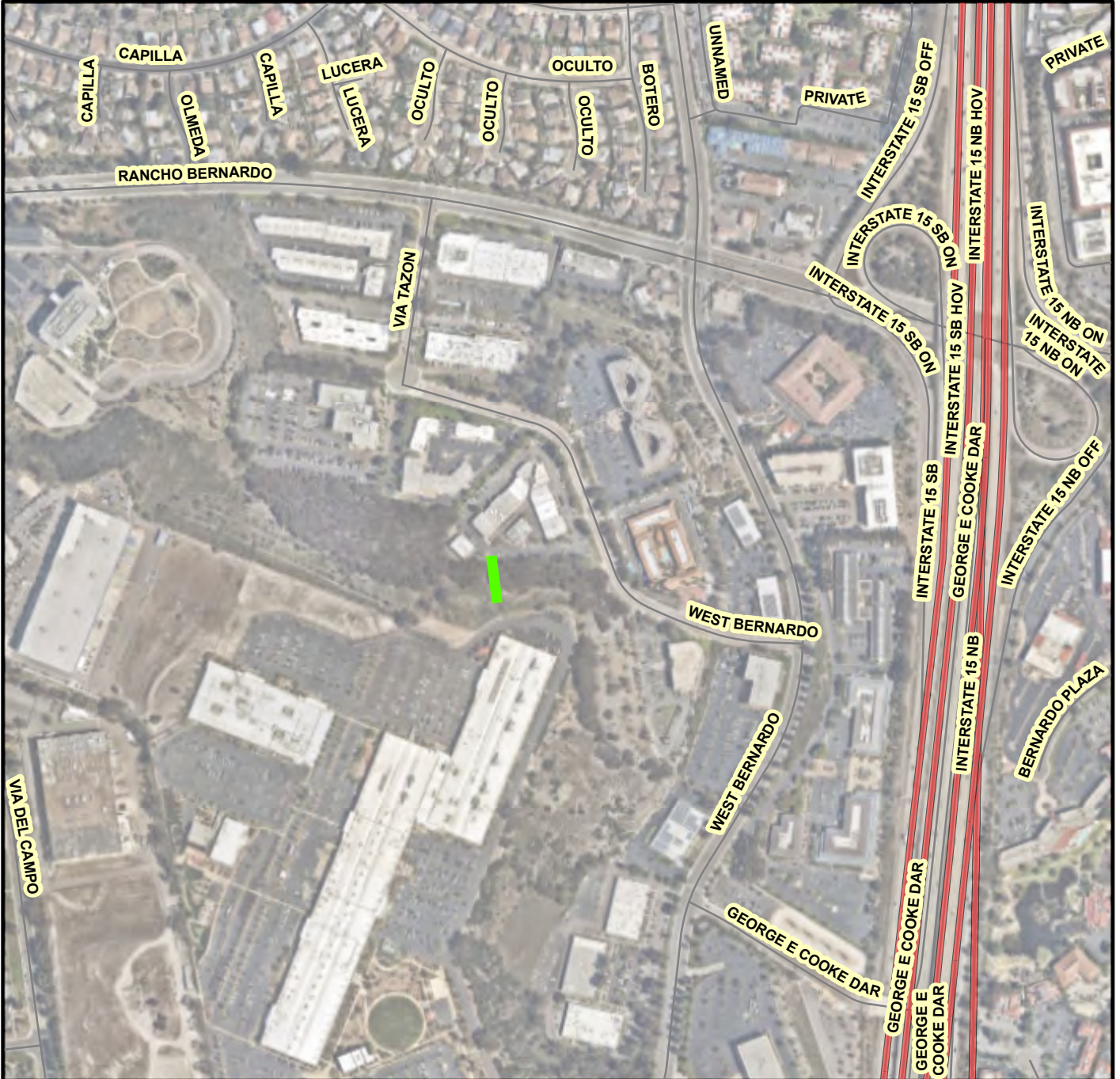
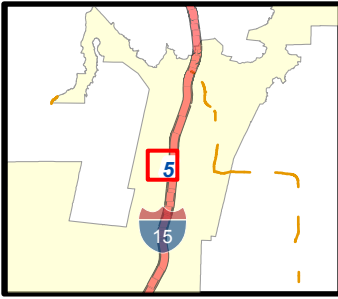
Sewer Group 836

Location Map - Map 1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

Rehabilitation Main



COMMUNITY NAME: Rancho Bernardo

COUNCIL DISTRICT: 5

WBS NO: B13232 (S)

Date: August 25, 2022



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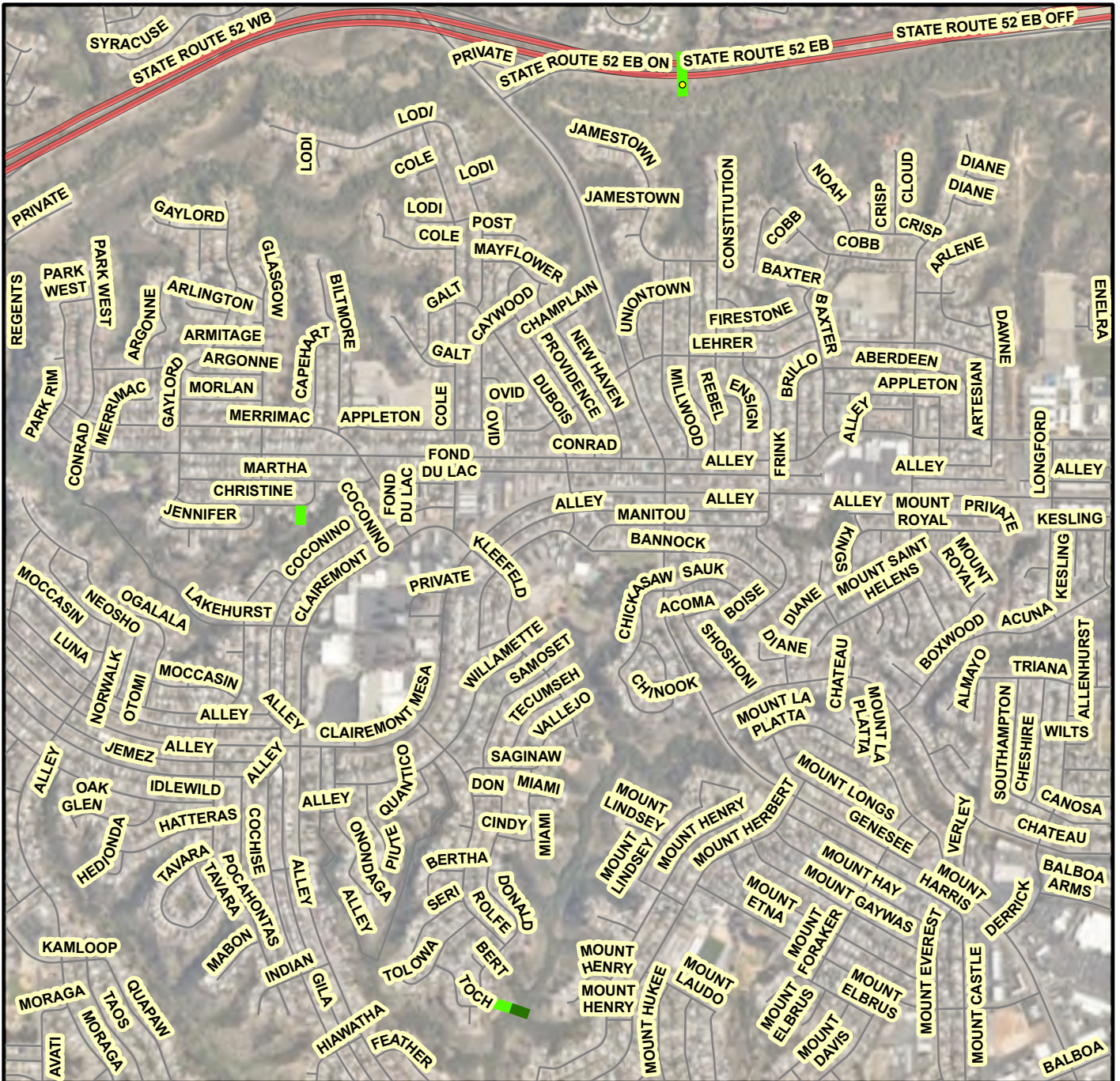
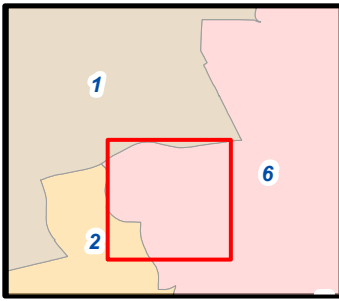
Sewer Group 836

Location Map - Map 2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- █ Replacement Main
- █ Rehabilitation Main
- Point Repair



COMMUNITY NAME: Clairemont Mesa & University

COUNCIL DISTRICT: 1 & 6

WBS NO: B13232 (S)



Date: August 25, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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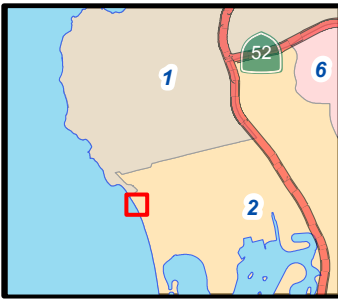
Sewer Group 836

Location Map - Map 3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Pacific Ocean

Legend

- █ Replacement Main
- █ Rehabilitation Main



COMMUNITY NAME: Pacific Beach
Date: August 25, 2022

COUNCIL DISTRICT: 2

WBS NO: B13232 (S)



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Engineering & Capital Projects

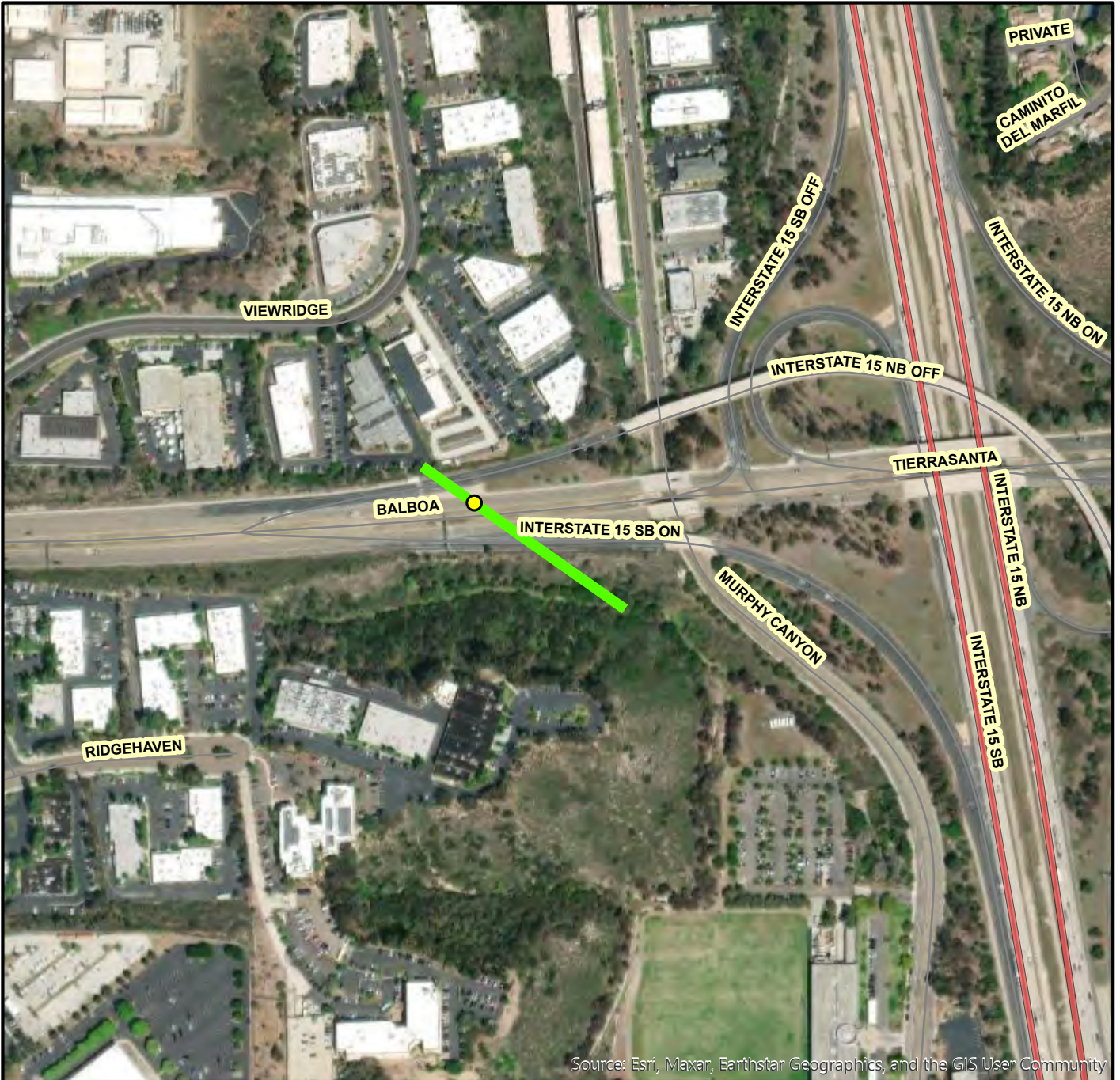
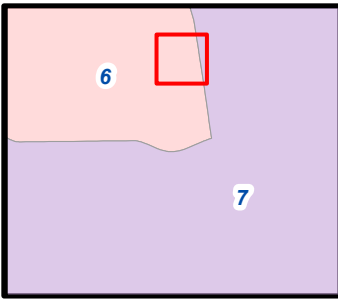
Sewer Group 836

Location Map - Map 4

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

- Rehabilitation Main
- Point Repair



COMMUNITY NAME: Kearney Mesa

COUNCIL DISTRICT: 6

WBS NO: B13232 (S)

Date: October 12, 2022



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Engineering & Capital Projects

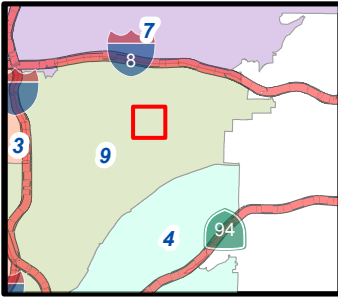
Sewer Group 836

Location Map - Map 5

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- █ Rehabilitation Main
- Point Repair



COMMUNITY NAME: College Area

COUNCIL DISTRICT: 9

WBS NO: B13232 (S)

Date: August 25, 2022



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Engineering & Capital Projects

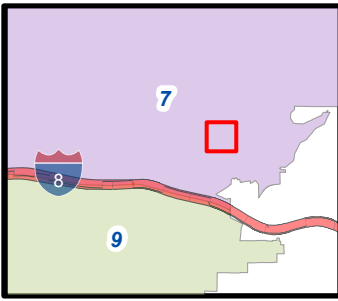
Sewer Group 836

Location Map - Map 6

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

 Rehabilitation Main



COMMUNITY NAME: Navajo

COUNCIL DISTRICT: 7

WBS NO: B13232 (S)

Date: August 25, 2022



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Engineering & Capital Projects

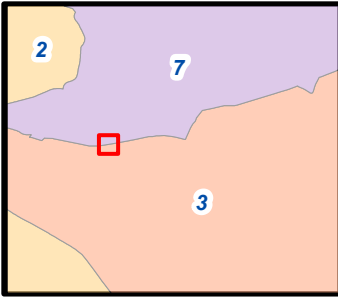
Sewer Group 836

Location Map - Map 7.1


SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

 Rehabilitation Main



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 12, 2022



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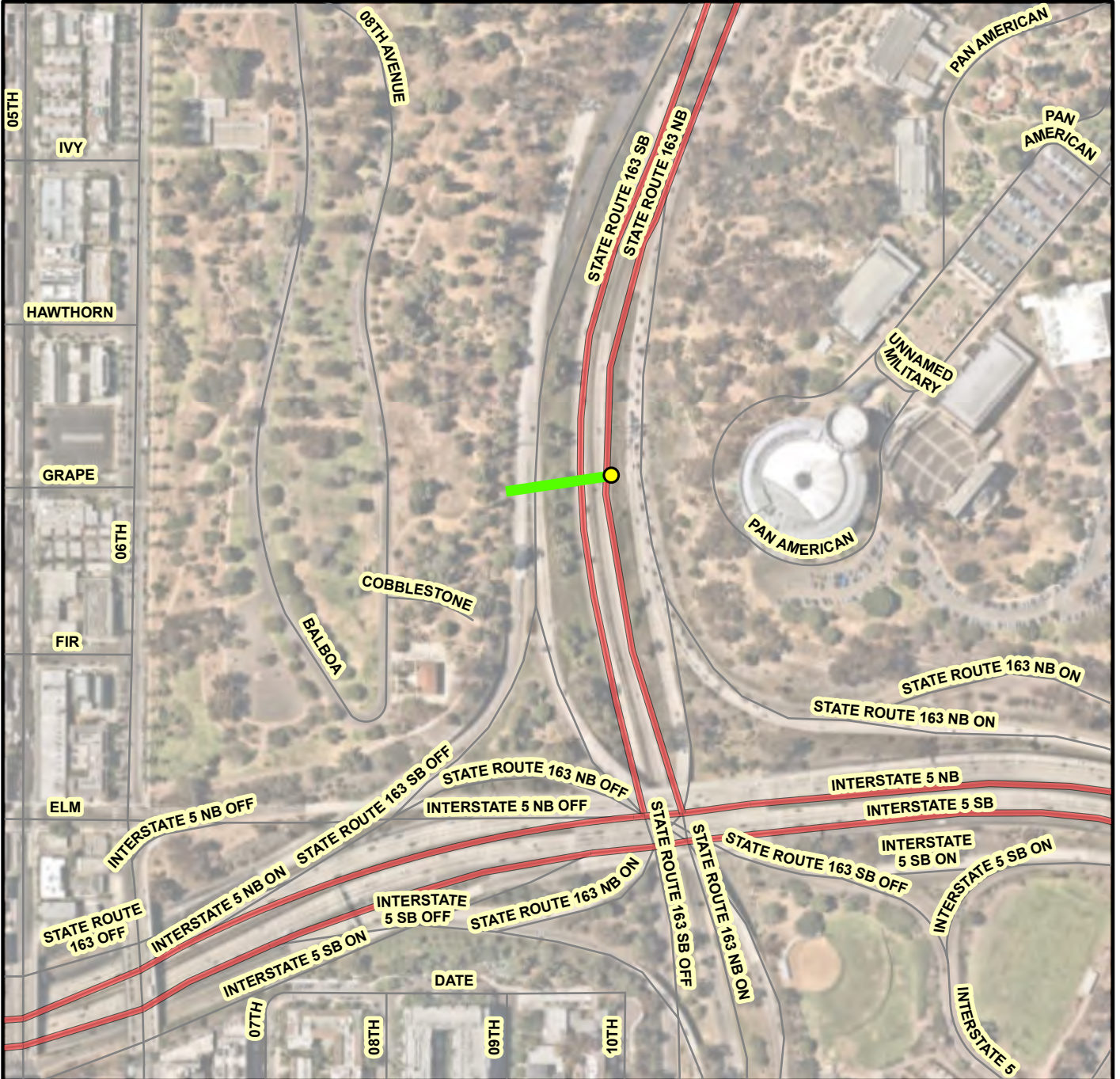
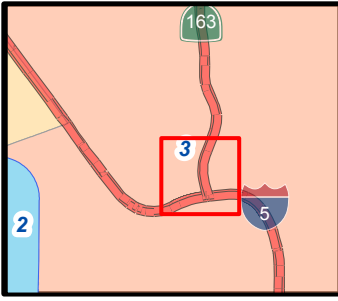
Sewer Group 836

Location Map - Map 8

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Rehabilitation Main
- Point Repair



COMMUNITY NAME: Balboa Park

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: August 25, 2022



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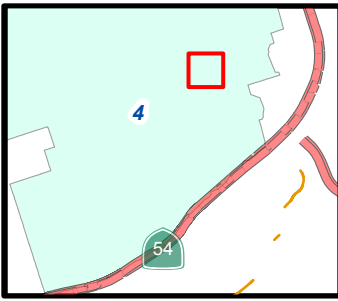
Sewer Group 836

Location Map - Map 10

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

 Rehabilitation Main



COMMUNITY NAME: Skyline-Paradise Hills COUNCIL DISTRICT: 4

Date: August 25, 2022

WBS NO: B13232 (S)



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Engineering & Capital Projects

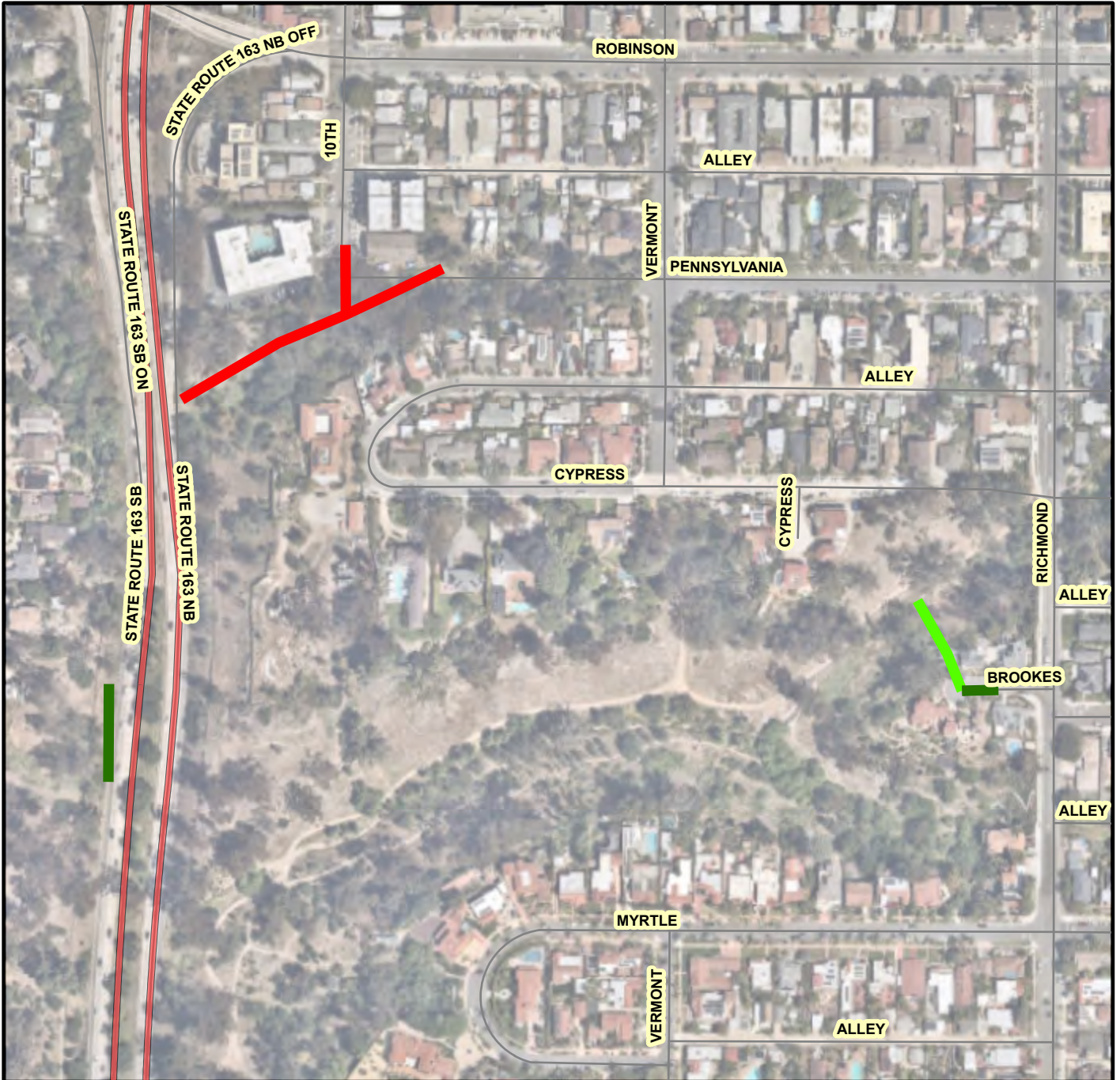
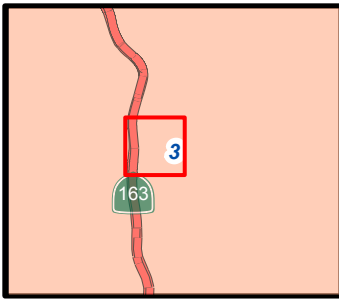
Sewer Group 836

Location Map - Map 11

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- █ Replacement Main
- █ Abandon Main
- █ Rehabilitation Main



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: August 25, 2022



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APPENDIX F
ADJACENT PROJECTS MAPS



Engineering & Capital Projects

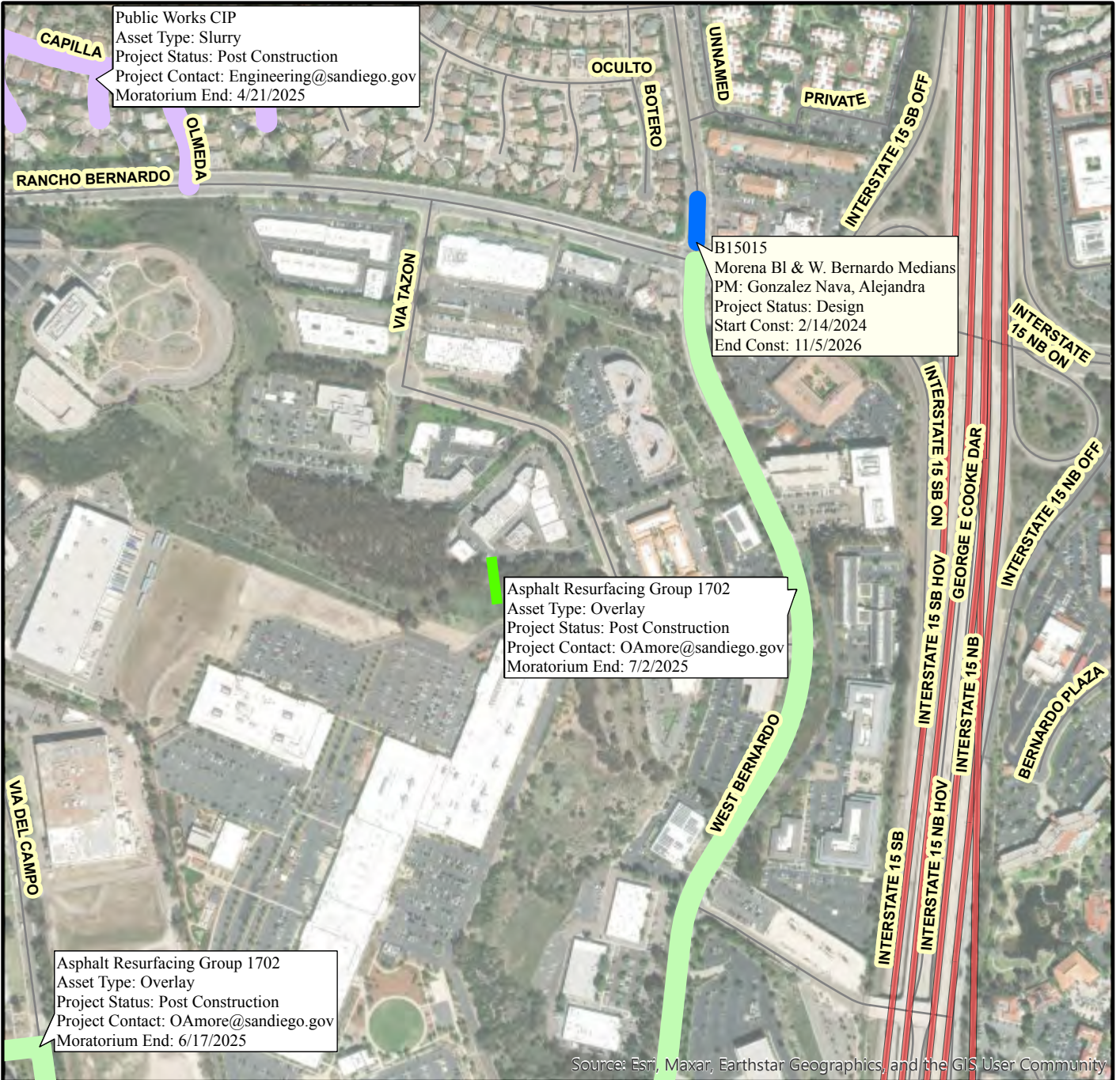
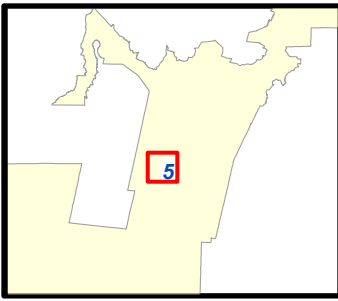
Sewer Group 836

Adjacent Project Map - Map 1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

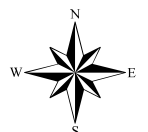
PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

Adjacent Projects

- █ Rehabilitation Main
- █ Morena Bl & W. Bernardo Medians
- █ Asphalt Resurfacing Group 1702
- █ Public Works CIP



COMMUNITY NAME: Rancho Bernardo

COUNCIL DISTRICT: 5

WBS NO: B13232 (S)

Date: October 14, 2022



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Engineering & Capital Projects

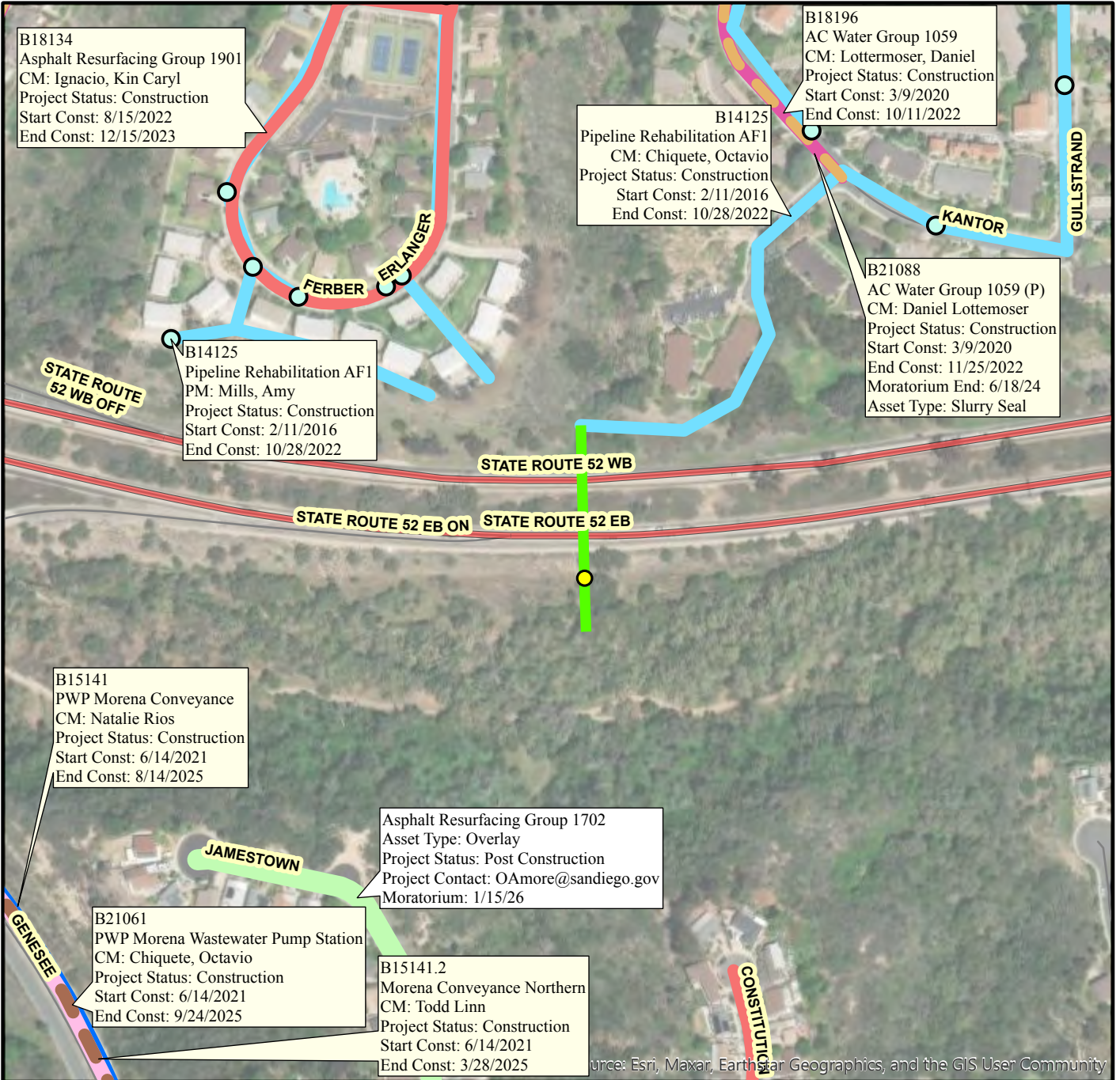
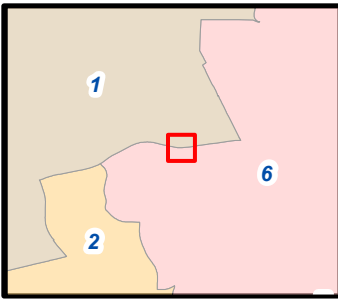
Sewer Group 836

Adjacent Projects Map - Map 2.1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Rehabilitation Main
- Point Repair

Adjacent Projects

- Pipeline Rehabilitation AF1
- AC Water Group 1059
- AC Water Group 1059 (P)
- Asphalt Resurfacing Group 1901
- Morena Conveyance Northern
- PWP Morena Conveyance
- PWP Morena Wastewater Pump Station
- Pipeline Rehabilitation AF1
- Asphalt Resurfacing Group 1702



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

COMMUNITY NAME: Clairemont Mesa & University

COUNCIL DISTRICT: 1 & 6

WBS NO: B13232 (S)



Date: October 19, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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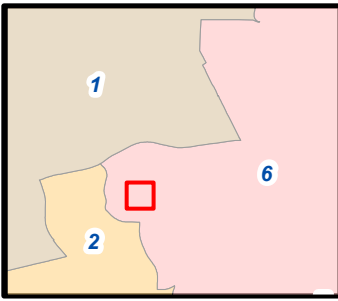
Sewer Group 836

Adjacent Projects Map - Map 2.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Adjacent Projects

- █ Rehabilitation Main
- █ Morena Conveyance Middle
- █ PWP Morena Conveyance
- █ PWP Morena Wastewater Pump Station
- █ Residential Project Block 6K
- █ Residential Project Block 6K1
- █ Residential Project Block 6K2



COMMUNITY NAME: Clairemont Mesa & University

COUNCIL DISTRICT: 1 & 6

WBS NO: B13232 (S)



Date: October 19, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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Engineering & Capital Projects

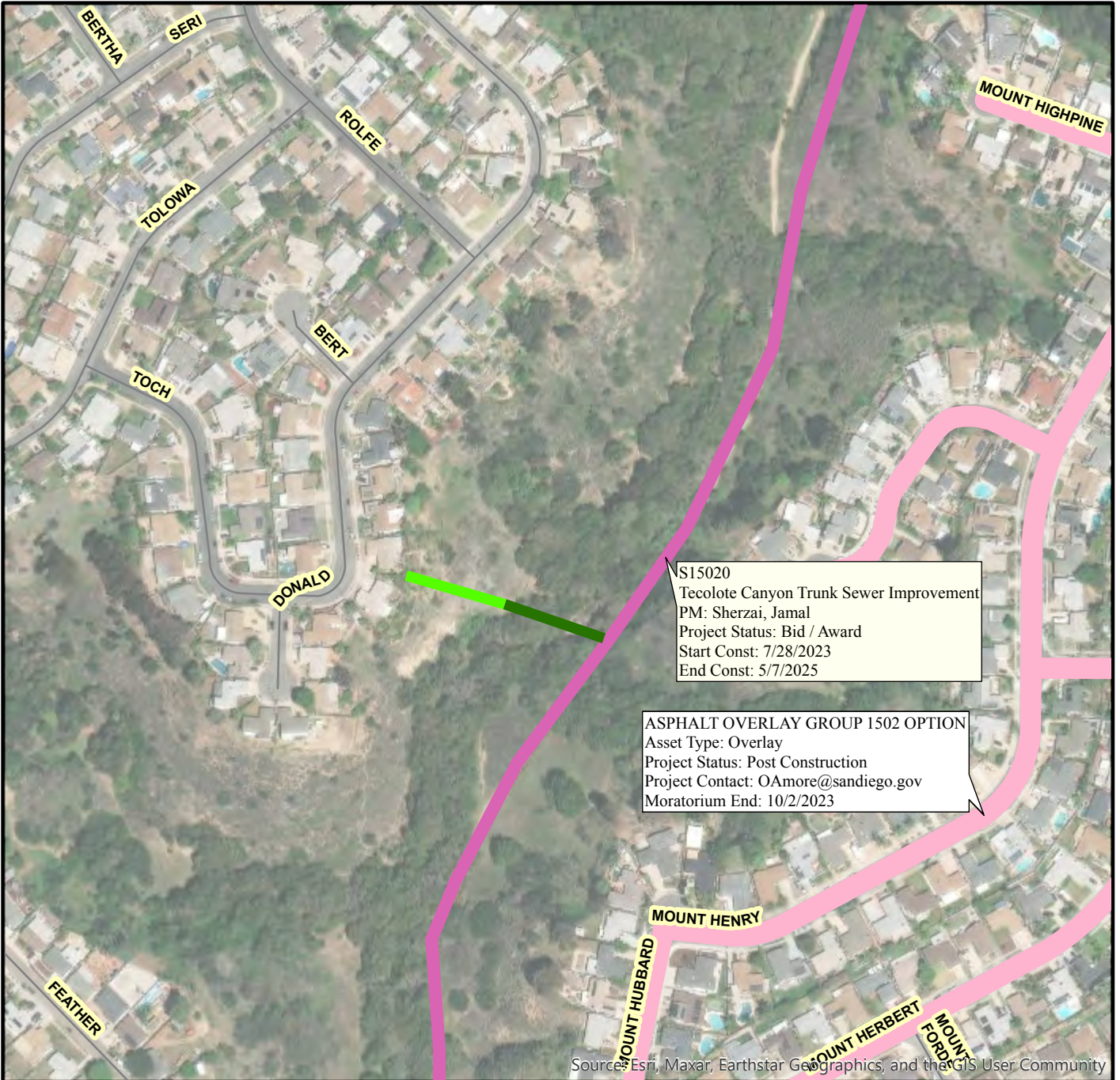
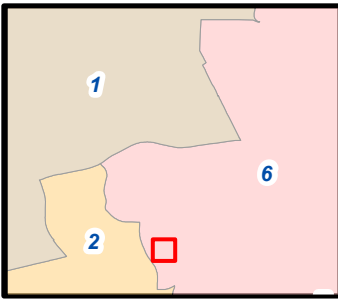
Sewer Group 836

Adjacent Projects Map - Map 2.3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Replacement Main
- Rehabilitation Main

Adjacent Projects

- Tecolote Canyon Trunk Sewer Improvement
- ASPHALT OVERLAY GROUP 1502 OPTION



COMMUNITY NAME: Clairemont Mesa & University

COUNCIL DISTRICT: 1 & 6

WBS NO: B13232 (S)



Date: October 18, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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Engineering & Capital Projects

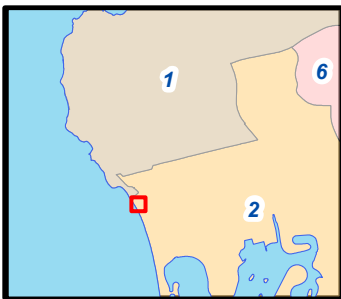
Sewer Group 836

Adjacent Projects Map - Map 3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



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Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Adjacent Projects

- Replacement Main
- Rehabilitation Main

- Mission BI(Loring-Turquoise) Rd Imp UU30
- Mission Blvd UUP (Loring to Tourquoise)

- SLURRY SEAL GROUP 2024
- Mission Boulevard



COMMUNITY NAME: Pacific Beach

COUNCIL DISTRICT: 2

WBS NO: B13232 (S)

Date: October 18, 2022





Engineering & Capital Projects

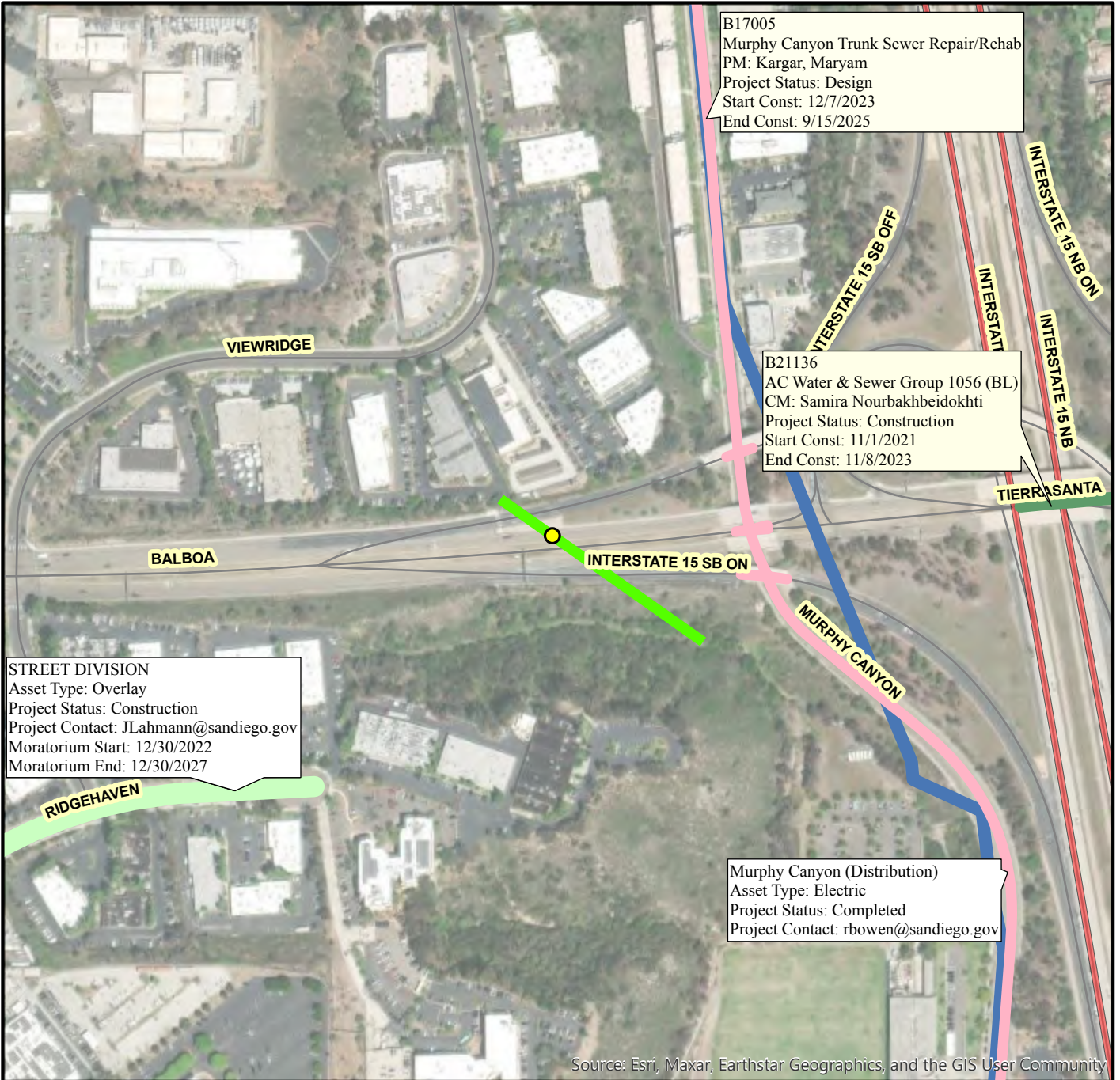
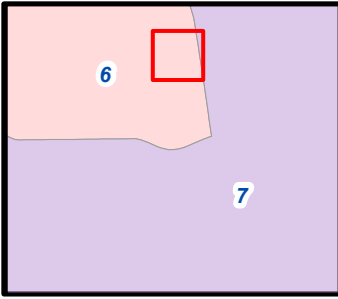
Sewer Group 836

Adjacent Projects Map - Map 4

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

Adjacent Projects

- Rehabilitation Main
- AC Water & Sewer Group 1056 (BL)
- STREET DIVISION
- Murphy Canyon (Distribution)
- Point Repair
- Murphy Canyon Trunk Sewer Repair/Rehab



COMMUNITY NAME: Kearney Mesa

COUNCIL DISTRICT: 6

WBS NO: B13232 (S)

Date: October 17, 2022



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Engineering & Capital Projects

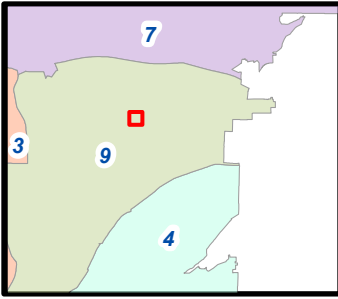
Sewer Group 836

Adjacent Projects Map - Map 5.1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Rehabilitation Main
- Point Repair

Adjacent Projects

- College Areas Swr & AC Wtr Main Repl (S)
- SLURRY SEAL GROUP 2025



COMMUNITY NAME: College Area

COUNCIL DISTRICT: 9

WBS NO: B13232 (S)

Date: October 18, 2022



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Engineering & Capital Projects

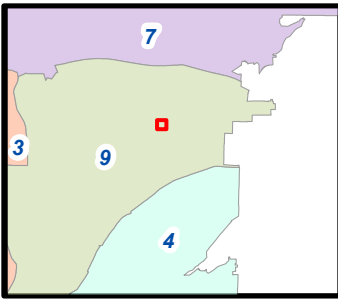
Sewer Group 836

Adjacent Projects Map - Map 5.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

Rehabilitation Main

Adjacent Projects

College Areas Swr & AC Wtr Main Repl (S)

College Areas Swr & AC Wtr Main Repl (W)



COMMUNITY NAME: College Area

COUNCIL DISTRICT: 9

WBS NO: B13232 (S)

Date: October 18, 2022



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Engineering & Capital Projects

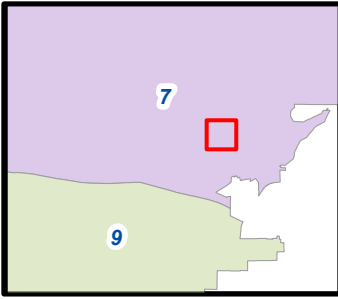
Sewer Group 836

Adjacent Projects Map - Map 6

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Rehabilitation Main

***NO ADJACENT PROJECTS**



COMMUNITY NAME: Navajo

COUNCIL DISTRICT: 7

WBS NO: B13232 (S)

Date: October 17, 2022



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Engineering & Capital Projects

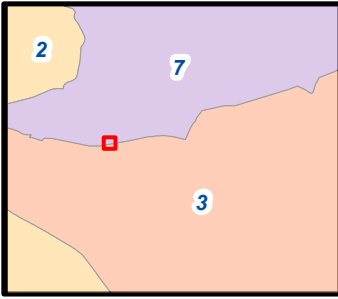
Sewer Group 836

Adjacent Projects Map - Map 7.1.1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



B19196
Mission Valley West Improv 1 (W)
PM: VejarParra, Roberto
Project Status: Design
Start Const: 11/21/2023
End Const: 3/16/2026



Legend

Adjacent Projects

Rehabilitation Main

Mission Valley West Improv 1 (W)



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 18, 2022



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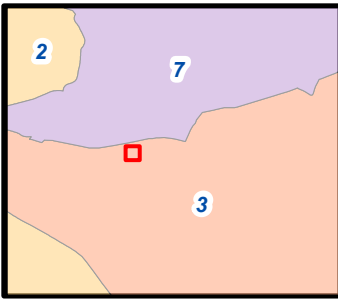
Sewer Group 836

Adjacent Projects Map - Map 7.1.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

- Replacement Main
- Rehabilitation Main

***NO ADJACENT PROJECTS**



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 18, 2022



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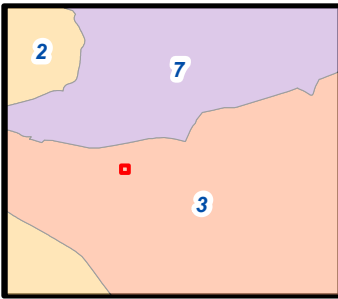
Sewer Group 836

Adjacent Projects Map - Map 7.1.3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

● Point Repair

***NO ADJACENT PROJECTS**



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 18, 2022



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Engineering & Capital Projects

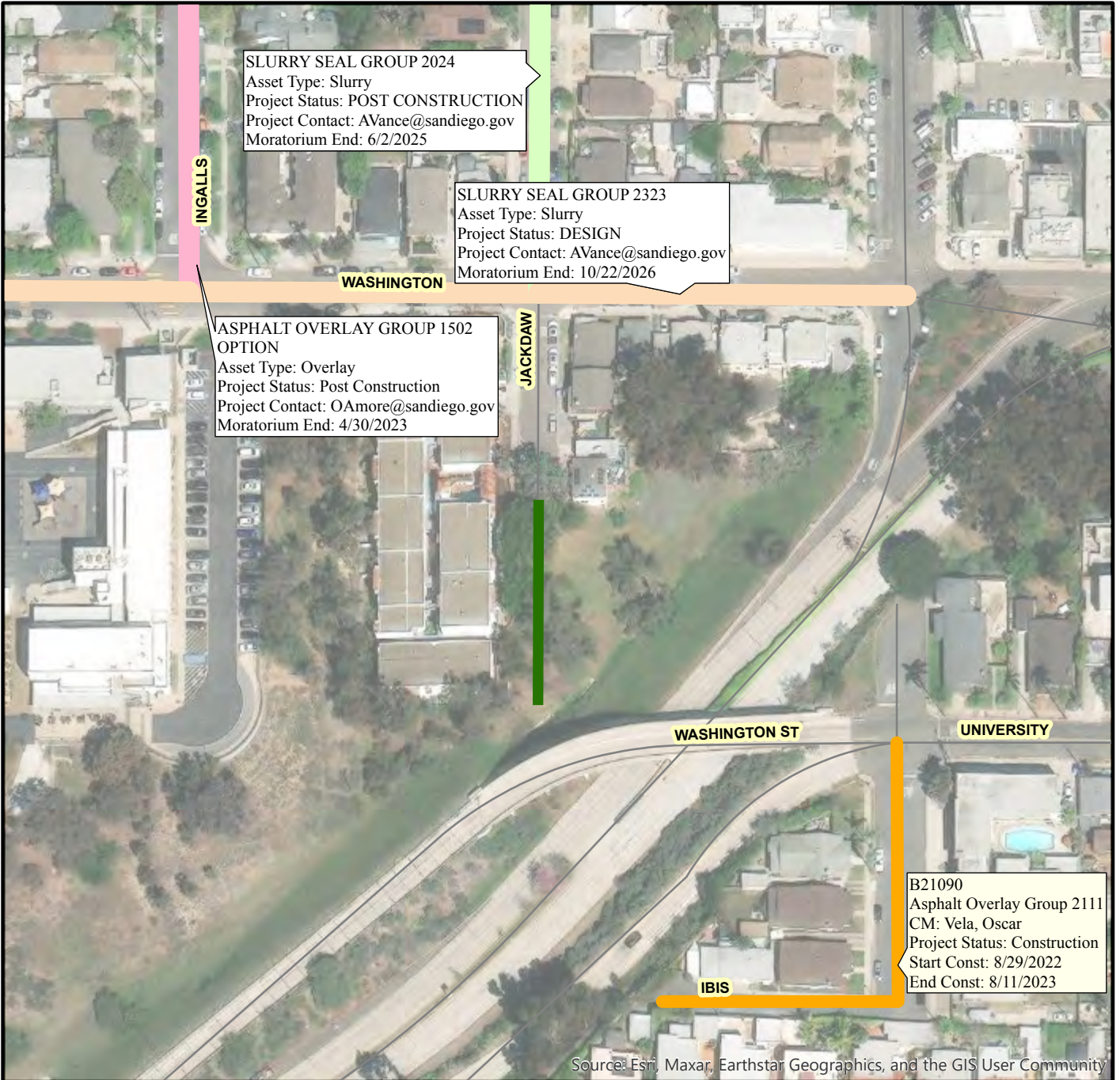
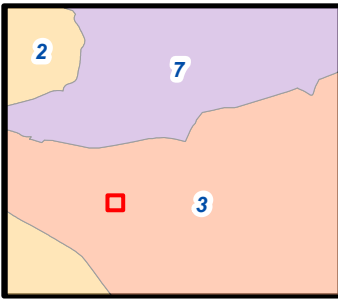
Sewer Group 836

Adjacent Projects Map - Map 7.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Adjacent Projects

Replacement Main

Asphalt Overlay Group 2111

ASPHALT OVERLAY GROUP 1502 OPTION

SLURRY SEAL GROUP 2024

SLURRY SEAL GROUP 2323



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 18, 2022



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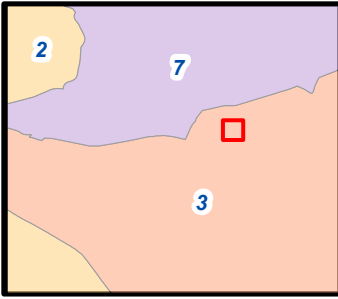
Sewer Group 836

Adjacent Projects Map - Map 7.3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

● Point Repair

Adjacent Projects

■ SLURRY SEAL GROUP 2024

■ Public Works CIP



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 17, 2022



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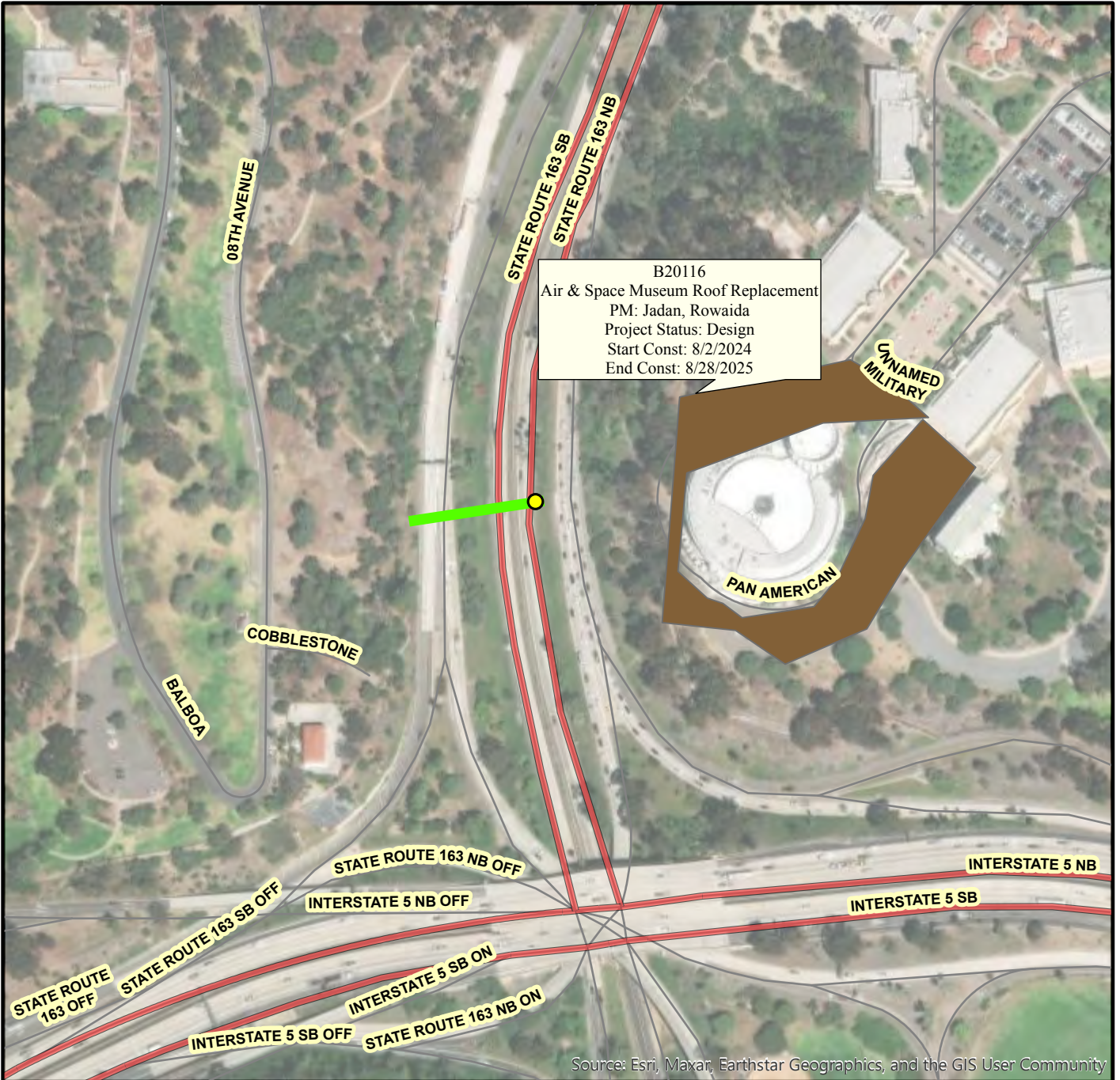
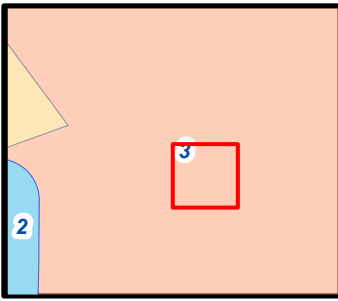
Sewer Group 836

Adjacent Projects Map - Map 8

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Rehabilitation Main
- Point Repair

Adjacent Projects

- Air & Space Museum Roof Replacement



COMMUNITY NAME: Balboa Park

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 14, 2022



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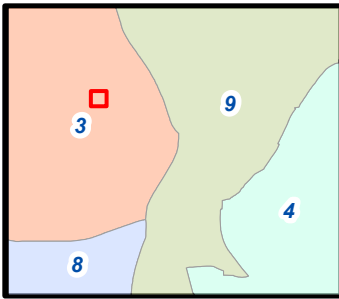
Sewer Group 836

Adjacent Projects Map - Map 9.1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Adjacent Projects

- Replacement Main
- Asphalt Overlay Group 2111
- North Park Improv 2 (W)
- Storm Drain Group 828
- SLURRY SEAL GROUP 2325



COMMUNITY NAME: North Park & Mid-City

COUNCIL DISTRICT: 3 & 9

WBS NO: B13232 (S)



Date: October 19, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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Engineering & Capital Projects

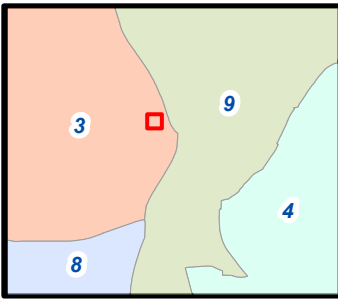
Sewer Group 836

Adjacent Projects Map - Map 9.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Replacement Main

Adjacent Projects

Asphalt Resurfacing Group 1702



COMMUNITY NAME: North Park & Mid-City

COUNCIL DISTRICT: 3 & 9

WBS NO: B13232 (S)



Date: October 19, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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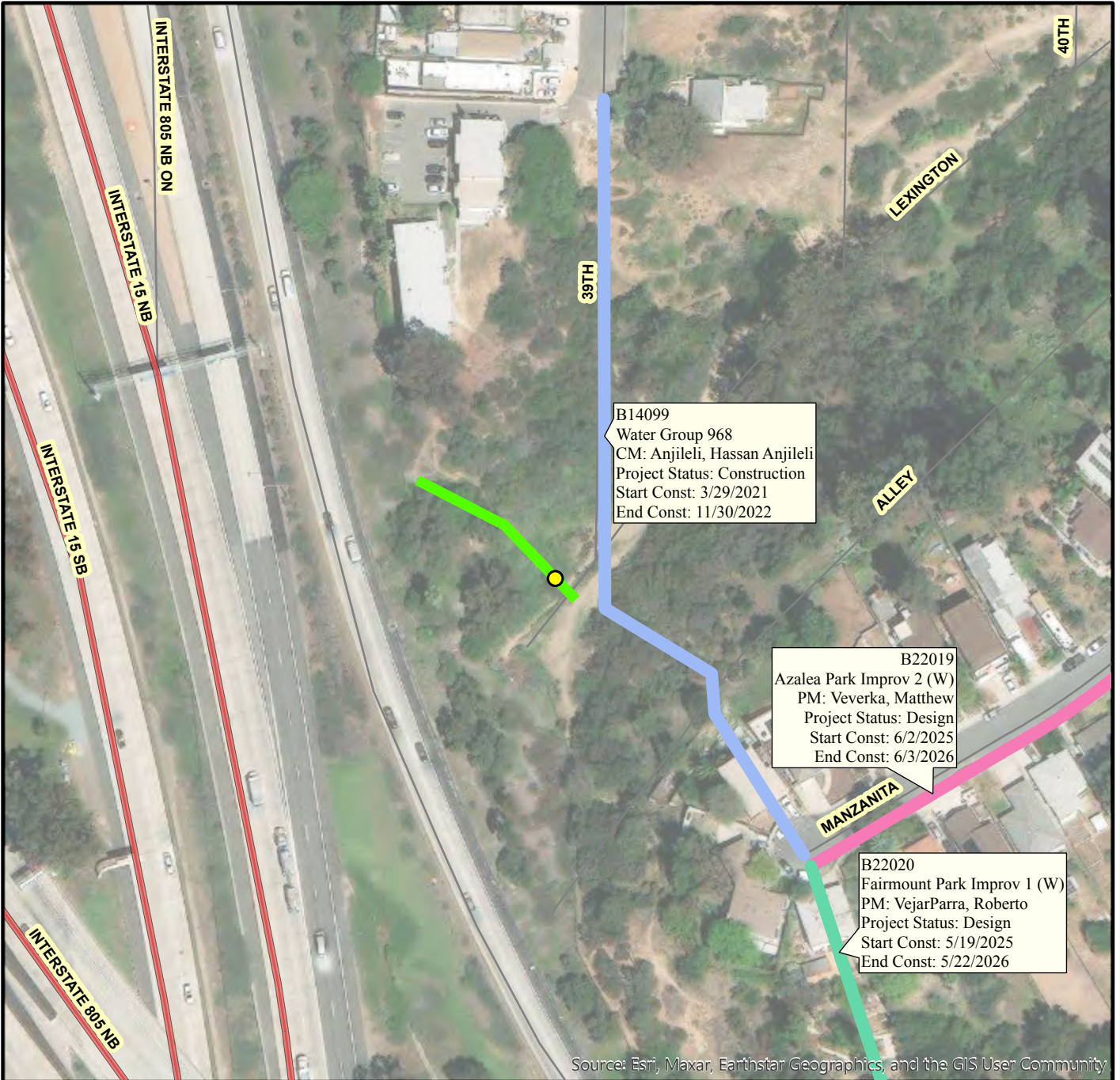
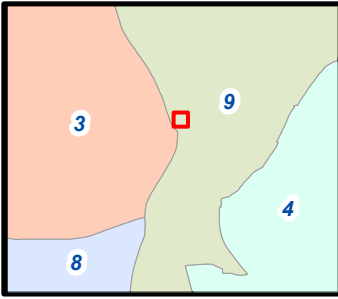
Sewer Group 836

Adjacent Projects Map - Map 9.3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Rehabilitation Main
- Point Repair
- Azalea Park Improv 2 (W)
- Fairmount Park Improv 1 (W)
- Water Group 968



COMMUNITY NAME: North Park & Mid-City

COUNCIL DISTRICT: 3 & 9

WBS NO: B13232 (S)



Date: October 19, 2022
Sewer Group 836

Bid No. K-23-2149-DBB-3

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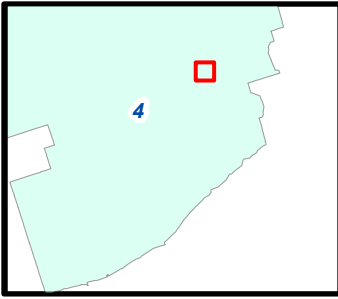
Sewer Group 836

Adjacent Projects Map - Map 10

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

Rehabilitation Main

Adjacent Projects

Public Works CIP



COMMUNITY NAME: Skyline-Paradise Hills COUNCIL DISTRICT: 4

Date: October 19, 2022

WBS NO: B13232 (S)



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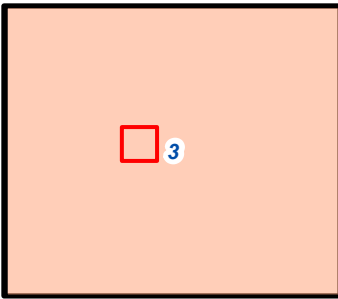
Sewer Group 836

Adjacent Projects Map - Map 11.1

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Legend

Adjacent Projects

- Replacement Main
- Abandon Main

- Asphalt Overlay Group 2111
- Uptown Storm Drain Replacement

- ASPHALT OVERLAY GROUP 1502 OPTION



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 19, 2022



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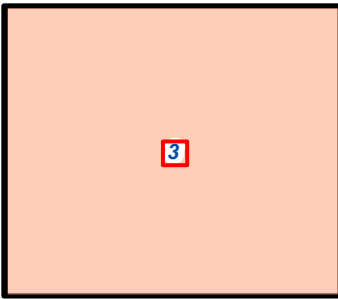
Sewer Group 836

Adjacent Projects Map - Map 11.2

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN CHOCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894



Legend

- Replacement Main
- Rehabilitation Main

***NO ADJACENT PROJECTS**



COMMUNITY NAME: Uptown

COUNCIL DISTRICT: 3

WBS NO: B13232 (S)

Date: October 19, 2022



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APPENDIX G
CALTRANS ENCROACHMENT PERMIT

A pre-construction meeting with the State's Inspector is required prior to start of any work under this permit. Failure to do so may result in permit cancellation and resubmittal may be required.

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

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications and Encroachment Permit General Provisions (TR-0045) for complete, unabridged, specification requirements.

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

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

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

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

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$2,240.00 is required at the time of application. Also, your contractor must submit proof of bonds and insurance.

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

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

CITY OF SAN DIEGO
11-22-NUS-0535
JULY 5, 2022
PAGE THREE

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Special Provisions dated April, 2018.

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2018 Standard Plan T9, T11, T14 and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Revision 6 edition, Section 12 "Temporary Traffic Control" of the current Caltrans Standard Specifications, and these Special Provisions.

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

During the entire construction phase, the limits of disturbance must remain clearly marked to avoid damage to the existing vegetation during site cleanup and stabilization.

All existing planting and irrigation not directly impacted by construction activities shall be protected in place. During clearing and grubbing do not injure standing trees, plants, and improvements shown in the plans to be protected.

Mitigation for any existing landscaping damaged by the Permittee shall be as directed and approved by the State's Inspector. Mitigation may be, but is not limited to replacement planting, irrigation, and a plant establishment period as directed and approved by the State's Inspector.

Removal of vegetation will only be allowed if replacement vegetation is installed and maintained until established as directed and approved by the State's Inspector.

All areas experiencing temporary impacts from construction activities would be restored to their original condition. Restoration would include, as necessary, re-establishing the existing contours and replacement of lost topsoil, soil aeration, replanting with identical native vegetation and supplemental watering and weed maintenance to ensure native plant re-establishment.

At least fourteen days prior to the start of work, a project specific shoring plan and calculations for any trench 5 feet deep or greater shall be submitted to the Permit Inspector for review and approval by the District 11 Bridge Engineer. The shoring plan must be designed, stamped, and signed by a California Registered Civil or Structural Engineer unless the contractor elects to use the Construction Safety Order Details from the California Department of Safety and Health, Title 8 of the California Administration Code. No work shall begin until the shoring plans are approved by the Engineer.

CITY OF SAN DIEGO
11-22-NUS-0535
JULY 5, 2022
PAGE FOUR

Permittee must reuse the soil within the work limits in the immediate area from which it was excavated. If any excess soil is generated, it becomes the property of the permittee. Permittee must transport all excess soil outside of Caltrans' right-of-way and dispose of it in accordance with all applicable environmental laws and regulations in the attached "Hazardous Materials & Hazardous Waste Management" Special Provisions – Appendix K (TR-0408).

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated May, 2018.

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

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

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 01/2020)

1. **AUTHORITY:** The California Department of Transportation (“Department”) has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days’ notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees’ joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California (“State”) highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee’s authorized agent to work within or encroach upon the State Highway System, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively “the Permit Conditions”), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway System.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department’s representative two (2) business days before starting permitted work. Permittee must notify the Department’s representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.
8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department’s representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. The local public agency Permittee must not give final construction approval to its contractor until final acceptance and approval by the Department is obtained.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee’s project site. When existing encroachments conflict with Permittee’s work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest

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

Where reference is made in such standards to “Contractor” and “Engineer,” these are amended to be read as “Permittee” and “Department’s representative,” respectively, for purposes of this encroachment permit.

- crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-1.04, Public Safety, of the Department's Standard Specifications.
14. **PUBLIC TRAFFIC CONTROL:** As required by law, the Permittee must provide traffic control protection, warning signs, lights, safety devices, etc., and take all other measures necessary for the traveling public's safety. While providing traffic control, the needs of all road users, including but not limited to motorists, bicyclists and pedestrians, including persons with disabilities in accordance with the Americans with Disabilities Act, must be an essential part of the work activity. Lane and/or shoulder closures must comply with the Department's Standard Specifications and Standard Plans for traffic control systems, and with the applicable Special Provisions. Where issues are not addressed in the Standard Specifications, Standard Plans, and/or Special Provisions, the California Manual on Uniform Traffic Control Devices (Part 6, Temporary Traffic Control) must be followed.
15. **MINIMUM INTERFERENCE WITH TRAFFIC:** Permittee must plan and conduct work so as to create the least possible inconvenience to the traveling public, such that traffic is not unreasonably delayed.
16. **STORAGE OF EQUIPMENT AND MATERIALS:** The storage of equipment or materials is not allowed within State highway right-of-way, unless specified within the Special Provisions of this encroachment permit. If encroachment permit Special Provisions allow for the storage of equipment or materials within the State highway right-of-way, the equipment and material storage must also comply with Section 7-1.04, Public Safety, of the Department's Standard Specifications.
17. **CARE OF DRAINAGE:** Permittee must provide alternate drainage for any work interfering with an existing drainage facility in compliance with the Department's Standard Specifications, Standard Plans, and/or as directed by the Department's representative.
18. **RESTORATION AND REPAIRS IN STATE HIGHWAY RIGHT-OF-WAY:** Permittee is responsible for restoration and repair of State highway right-of-way resulting from permitted work (Streets and Highways Code, section 670 et seq.).
19. **STATE HIGHWAY RIGHT-OF-WAY CLEAN UP:** Upon completion of work, Permittee must remove and dispose of all scraps, refuse, brush, timber, materials, etc. off the State highway right-of-way. The aesthetics of the highway must be as it was before work started or better.
20. **COST OF WORK:** Unless stated otherwise in the encroachment permit or a separate written agreement with the Department, the Permittee must bear all costs incurred for work within the State highway right-of-way and waives all claims for indemnification or contribution from the State, the Department, and from the Directors, officers, and employees of the State and/or the Department.
21. **ACTUAL COST BILLING:** When specified in the permit, the Department will bill the Permittee actual costs at the currently set Standard Hourly Rate for encroachment permits.
22. **AS-BUILT PLANS:** When required, Permittee must submit one (1) set of folded as-built plans within thirty (30) calendar days after completion and acceptance of work in compliance with requirements listed as follows:
- Upon completion of the work provided herein, the Permittee must submit a paper set of As-Built plans to the Department's representative.
 - All changes in the work will be shown on the plans, as issued with the permit, including changes approved by Encroachment Permit Rider.
 - The plans are to be prominently stamped or otherwise noted "AS-BUILT" by the Permittee's representative who was responsible for overseeing the work. Any original plan that was approved with a Department stamp, or by signature of the Department's representative, must be used for producing the As-Built plans.
 - If construction plans include signing or striping, the dates of signing or striping removal, relocation, or installation must be shown on the As-Built plans when required as a condition of the encroachment permit. When the construction plans show signing and striping for staged construction on separate sheets, the sheet for each stage must show the removal, relocation, and installation dates of the appropriate staged striping and signing.
 - As-Built plans must contain the Encroachment Permit Number, County, Route, and Post Mile on each sheet.
 - The As-Built Plans must not include a disclaimer statement of any kind that differs from the obligations and protections provided by sections 6735 through 6735.6 of the California Business and Professions Code. Such statements constitute non-compliance with Encroachment Permit requirements and may result in the Department retaining Performance Bonds or deposits until proper plans are submitted. Failure to comply may also result in denial of future encroachment permits or a provision requiring a public agency to supply additional bonding.
23. **PERMITS FOR RECORD PURPOSES ONLY:** When work in the State highway right-of-way is within an area under a Joint Use Agreement (JUA) or a Consent to Common Use Agreement (CCUA), a fee exempt encroachment permit is issued to the Permittee for the purpose of providing a notice and record of work. The Permittee's prior rights must be preserved without the intention of creating new or different rights or obligations. "Notice and Record Purposes Only" must be stamped across the face of the encroachment permit.
24. **BONDING:** The Permittee must file bond(s), in advance, in the amount(s) set by the Department and using forms acceptable to the Department. The bonds must name the

Department as obligee. Failure to maintain bond(s) in full force and effect will result in the Department stopping all work under this encroachment permit and possibly revoking other encroachment permit(s). Bonds are not required of public corporations or privately-owned utilities unless Permittee failed to comply with the provisions and/or conditions of a prior encroachment permit. The surety company is responsible for any latent defects as provided in California Code of Civil Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 Contract Bonds of the Department's Standard Specifications before performing any project construction work.
 - b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, employees, and agents of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.
25. **FUTURE MOVING OF INSTALLATIONS:** Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. **ENVIRONMENTAL:**

- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations

to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

27. **PREVAILING WAGES:** Work performed by or under an encroachment permit may require Permittee's contractors and subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.
28. **LIABILITY, DEFENSE, AND INDEMNITY:** The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty

of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

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

The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the encroachment, work, and/or activity whether conducted pursuant to this encroachment permit or constituting Unauthorized Work or Activity, and further agrees to defend, indemnify, and save harmless the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, penalties, liability, suits, or actions of every name, kind, and description arising out of or by virtue of the Americans with Disabilities Act.

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

For the purpose of this General Provision Number 28 and all paragraphs herein, "contractors of the State and/or of the Department" includes contractors and their subcontractors under contract to the State and/or the Department.

This General Provision Number 28 and all paragraphs herein take effect immediately upon issuance of this encroachment permit, and apply before, during, and after the encroachment, work, and/or activity contemplated under this encroachment permit, whether such work is in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, except as otherwise provided by California law. The Permittee's obligations to defend, indemnify, and save harmless under this General Provision Number 28 take effect immediately upon

issuance of this encroachment permit and have no expiration date, including but not limited to situations in which this encroachment permit expires or is revoked, the work or activity performed under this encroachment permit is accepted or not accepted by the Department, the encroachment, work, and/or activity is conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constitutes Unauthorized Work or Activity, and/or no work or activity is undertaken by the Permittee or by others on the Permittee's behalf.

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

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

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

i) No person on the grounds of race, color, or national origin may be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

ii) That in connection with the construction of any improvements on said lands and the furnishings of services thereon, no discrimination must be practiced in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors.

iii) That such discrimination must not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operation on, over, or under the space of the State highway right-of-way.

iv) That the Permittee must use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A. Office of the Secretary of Commerce, Part 8 (15 C.F.R. Part 8) and as said Regulations may be amended.

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

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

32. **SPECIAL EVENTS:** In accordance with subdivision (a) of Streets and Highways Code section 682.5 and 682.7, the Department is not responsible for the conduct or operation of the permitted activity, and the applicant agrees to defend, indemnify, and hold harmless the State, the Department, and the Directors, officers, employees, agents, and contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of any activity for which this encroachment permit is issued. The Permittee is required, as a condition of this encroachment permit, for any event that awards prize compensation to competitors in gendered categories, for any participant level that receives prize compensation, to ensure the prize compensation for each gendered category is identical at each participant level. (Streets and Highways Code, section 682.7.)
The Permittee understands and agrees to comply with the obligations of Titles II and III of the Americans with Disabilities Act in the conduct of the event, and further agrees to defend, indemnify, and save harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, including but not limited to the Director of the Department and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind and description arising out of or by virtue of the Americans with Disabilities Act.
33. **PRIVATE USE OF STATE HIGHWAY RIGHT-OF-WAY:** State highway right-of-way must not be used for private purposes without compensation to the State. The gifting of public property uses and therefore public funds is prohibited under the California Constitution, Article XVI, Section 6.
34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **LANE CLOSURE REQUEST SUBMITTALS AND NOTIFICATION OF CLOSURES TO THE DEPARTMENT:** Attention is directed to Section 12-4.02A(3) Submittals, of the Department's Standard Specifications, for lane closure requests submittals requirements and schedules. The Permittee must notify the Department's representative and the Traffic Management Center (TMC) before initiating a lane closure or conducting an activity that may cause a traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, the Department's representative and the TMC must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1191.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.
Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."
39. **STORMWATER:** The Permittee is responsible for full compliance with the following:
- a) For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under Order No. 2012-0011-DWQ, NPDES No CAS000003; and
 - b) In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit Order No. 2009-0009-DWQ, NPDES No CAS000002; and
 - c) In addition, for projects disturbing one acre or more of soil in the Lahontan Region with Order No. R6T-2016-0010, NPDES No CAG616002.
 - d) For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

Atifa Ferouz
No. C80402
Exp. 3-31-19
REG. PROFESSIONAL ENGINEER
CIVIL
STATE OF CALIFORNIA

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

TABLE 1

SPEED (S)	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING L/2	SHOULDER L/3	X	Y	Z **
					TAPER	TANGENT	CONFLICT
mph	ft	ft	ft	ft	ft	ft	ft
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

* - For other offsets, use the following merging taper length formula for L:
For speed of 40 mph or less, $L = WS^2/60$
For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
		ft	ft	ft
mph	ft	ft	ft	ft
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing

*** - Use on sustained downgrade steeper than -3 percent and longer than 1 mile.

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *		
	A	B	C
	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250
URBAN - MORE THAN 40 mph	350	350	350
RURAL	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. These distances should be adjusted by the Engineer for field conditions, if necessary, by increasing or decreasing the recommended distances.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM TABLES
FOR LANE AND RAMP CLOSURES**

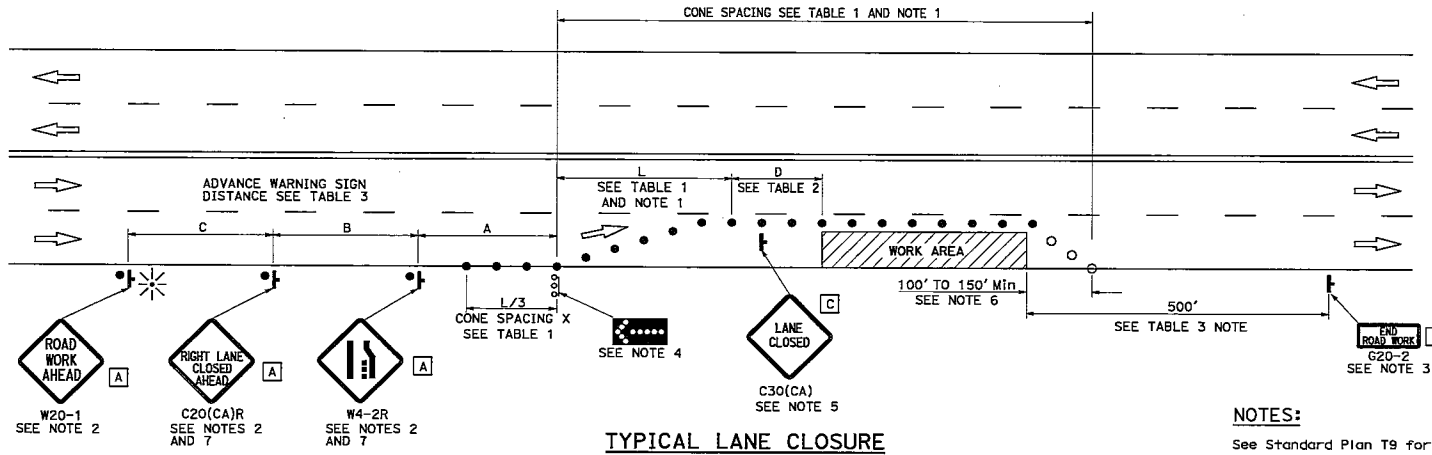
NO SCALE

T9

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 No. C80402
 Exp. 3-31-19
 CIVIL
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
 Atifa Ferouz
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA



TYPICAL LANE CLOSURE

NOTES:

- See Standard Plan T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for conflict situations, as appropriate, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Provide at least one person to continuously maintain traffic control devices for lane closures.

LEGEND

- TRAFFIC CONE
- TRAFFIC CONE (OPTIONAL TAPER)
- † TEMPORARY TRAFFIC CONTROL SIGN
- ⬢ FLASHING ARROW SIGN (FAS)
- ⚡ FAS SUPPORT OR TRAILER
- ⚡ PORTABLE FLASHING BEACON

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 36" x 18"
- C 30" x 30"

NOTES:

- Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
- Each advance warning sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. Flashing beacons shall be placed at the locations indicated for lane closure during hours of darkness.
- A G20-2 "END ROAD WORK" sign shall be placed at the end of the lane closure unless the end of work area is obvious or ends within the larger project's limits.
- A minimum 1500' of sight distance shall be provided where possible for vehicles approaching the first flashing arrow sign. Lane closures shall not begin at the top of crest vertical curve or on a horizontal curve.
- Place C30(CA) "LANE CLOSED" sign at 500' to 1000' intervals throughout extended work area.
- Length may be reduced by the Engineer to address site conditions.
- Median lane closures shall conform to the details shown except that C20(CA)L and W4-2L signs shall be used.
- For approach speeds over 50 MPH, use the "Traffic Control System for Lane Closure on Freeways and Expressways" plan for lane closure details and requirements.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 FOR LANE CLOSURE ON
 MULTILANE CONVENTIONAL
 HIGHWAYS**
 NO SCALE

2018 STANDARD PLAN T11

T11

TYPICAL RAMP CLOSURES

SIGN PANEL SIZE (Min)

- A 48" x 48"
- B 48" x 30"
- C 36" x 36"
- D 48" x 36"

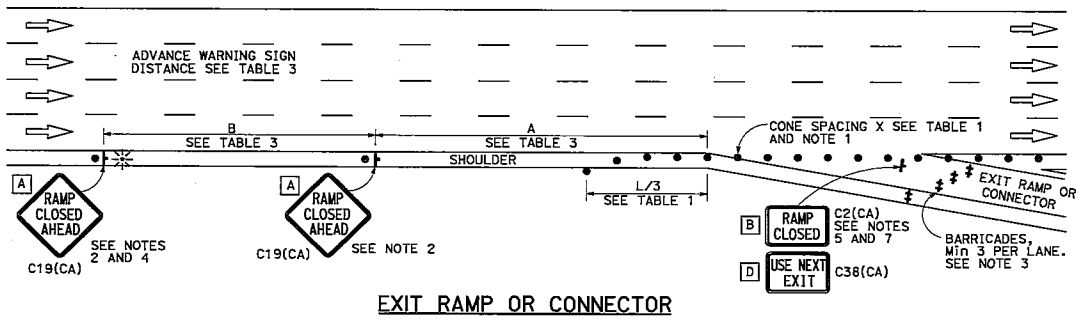
LEGEND

- TRAFFIC CONE
- ⊥ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ BARRICADES
- ⚡ PORTABLE FLASHING BEACON

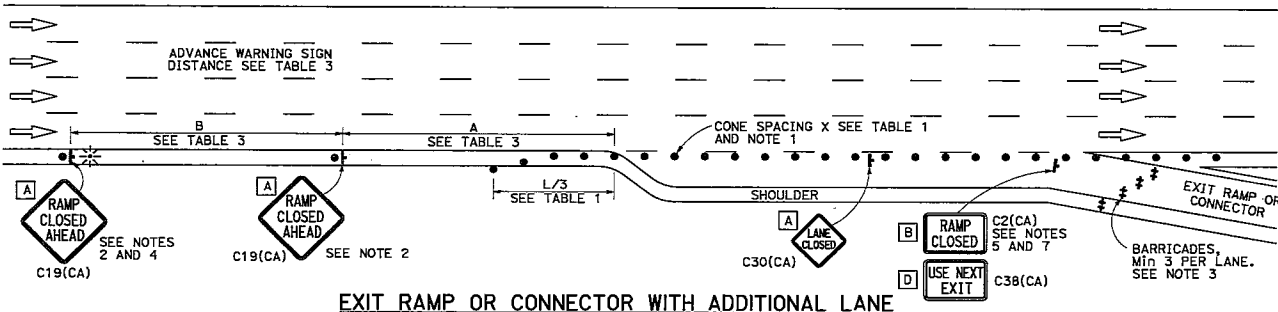
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Faruq
 REGISTERED CIVIL ENGINEER
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA

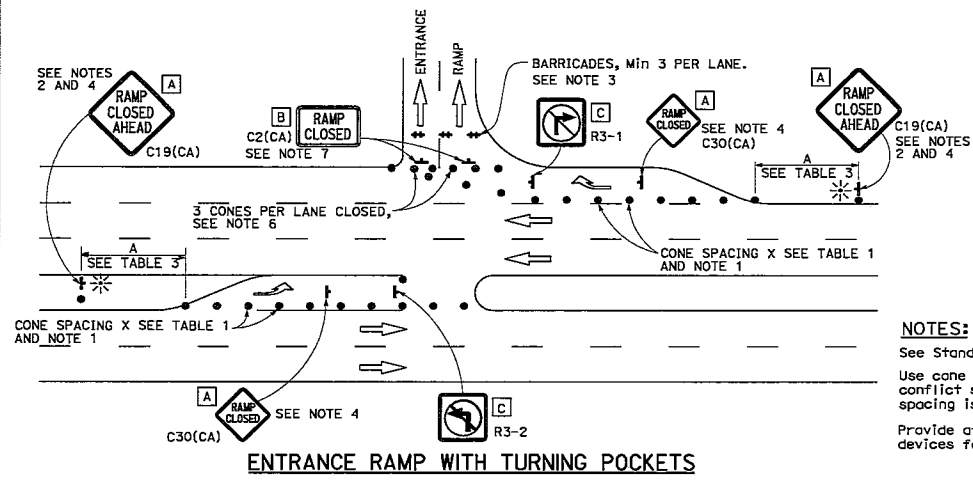
May 31, 2018
 PLANS APPROVAL DATE
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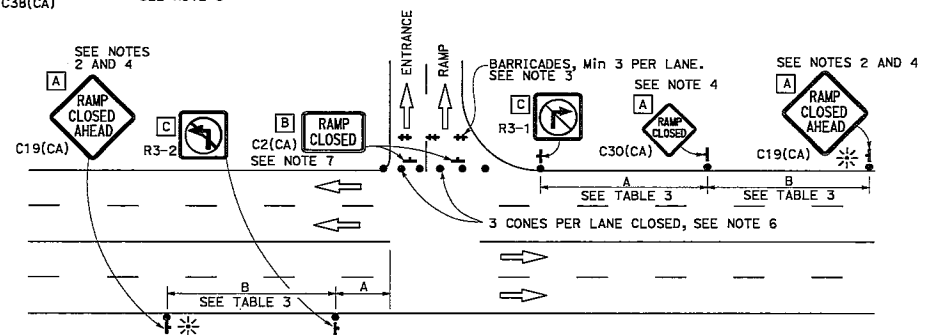
EXIT RAMP OR CONNECTOR



EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS

NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
3. Barricades shall be Type I, II or III for closures lasting one week or less and Type III for closures lasting longer than one week.
4. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black on orange overlay plates with the word "closed" may be mounted. As directed by the Engineer on all guide signs that refer to the closed ramp. The letter size on the overlay shall be the same as the guide sign.
5. The existing "EXIT" signs shall be covered during ramp closures.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.
7. C2(CA) sign shall be black and white.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**TRAFFIC CONTROL SYSTEM
 FOR RAMP CLOSURE**
 NO SCALE

2018 STANDARD PLAN T14

T14

**Chart No. 2
Freeway/Expressway Lane Requirements**

County: SD	Route/Direction: 52 / EB	PM: 2.04 - 2.79
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Closure Description: 0.25 Mi west of to 0.50 east of Genesee Ave. UC

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Mondays through Thursdays	1	1	1	1	1																			1	1	1
Fridays	1	1	1	1	1																					
Saturdays																										
Sundays																								1	1	1

Legend:

1 Provide at least one through freeway lane open in direction of travel

Work permitted within project right of way where shoulder or lane closure is not required.

REMARKS:

Permit # 0535-11-22-NUS-SPSALEM-05-11-2022

**Chart No. 1
Ramp Lane Requirement Hours**

County: SD	Route/Direction: 52/EB	PM: 2.656

Closure Limits: EB On-ramp from Genesee Ave.

FROM HOUR TO HOUR	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Mondays through Thursdays	C	C	C	C	C																			C	C	C	
Fridays	C	C	C	C	C																						
Saturdays																											
Sundays																									C	C	C

Legend:
 Ramp maybe closed completely
 Work is allowed within the highway where a shoulder or lane closure is not required.

REMARKS:

Permit # 0535-11-22-NUS-SPSALEM-05-11-2022

UTILITY UNDERGROUND PROVISIONS (UG)

TR - 0163 (Rev. 04/2018)

In addition to the attached General Provisions (TR-0045), the following special provisions are also applicable:

High priority utilities, pressurized facilities, pipes or ducts 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters are required to be encased on both conventional and access-controlled highway rights-of-way.

A "High Priority Utility" is defined as: 1) a natural gas pipeline greater than 6" in diameter, or with normal operating pressures greater than 60 psig, 2) petroleum pipelines, 3) pressurized sanitary sewer pipelines, 4) high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV, or 5) hazardous materials pipelines that are potentially harmful to workers or the public if damaged.

An exception to this policy may be allowed on a case by case basis for the installation of Uncased High-Pressure Natural Gas Pipelines when in compliance with the TR-0158 Special Provisions.

The pavement or roadway must not be open-cut unless specifically allowed under a separate "UT" permit. Utility installations must not be installed inside of culverts or drainage structures.

For additional details regarding longitudinal utility encroachments on both conventional and access-controlled highway rights-of-way, see Chapter 600.

UG 1. CASINGS: Casings must be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe must be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling (HDD) is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable.

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

- A. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Minimum Wall Thickness

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

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

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

ENCROACHMENT PERMIT SPECIAL PROVISIONS

- I. All casing lengths must equal to the auger length.
- J. The casings within conventional highways must extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing must extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits must:

- A. be located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. be located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. be located 5' outside the toe of slope of embankment areas.
- D. be located outside access controlled highway rights-of-way.
- E. be adequately fenced and/or have a Type-K barrier placed around them.
- F. be adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway must not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors must be affixed to the shoring on the sides facing traffic. A 6' chain link fence must be installed around the perimeter of the pits during non-working hours.
- G. have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits must be lined with filter fabric.

UG 2. HORIZONTAL DIRECTIONAL DRILLING: Bore and receiving pits

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

- 1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
- 2. Proposed drill path alignment (horizontal and vertical).
- 3. Location and clearances of all other facilities.
- 4. Depth of cover.
- 5. Soil analysis.*
- 6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.

- 7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long-term operational loads including H20.
- 8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
- 9. Drilling fluid pumping capacity, pressures, and flow rates
- 10. State right-of-way lines, property, and utility right of way or easement lines.
- 11. Elevations.
- 12. Type of tracking method/system and accuracy used.
- 13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.
- * May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION: No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing must be placed at a 10:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING: Review, requirements of Section 603.6A-6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "UG1" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee must provide full-time inspection of tunneling operations. The Department's representative must monitor projects.
- C. A survey grid must be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes must be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment must be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels must be at every 8' section or at the end of work shift before the next section is excavated. All grouting must be completed at the end of each workday.
- G. A method for securing the headway at the end of each workday is required. Breastplates must be

ENCROACHMENT PERMIT SPECIAL PROVISIONS

installed during working hours for running sand or super-saturated soil.

UG 5. CLEARANCE AND OFFSET

REQUIREMENTS: All installations must comply with Chapter 17, Article 4 of the Project Delivery Procedures Manual (PDPM) for utility clearance and offset requirements.

UG 6. FACILITIES EXEMPT FROM THE HIGH PRIORITY UTILITY REQUIREMENTS:

The following utilities (not including State owned utilities) are exempt from these policies and do not need to be plotted on the plans unless the depiction of the utility is needed for interconnectivity with the proposed work:

- Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
- Subsurface electrical service connections with a potential to ground of 50 volts or less
- Service connections (laterals) for water, sewer, telephone, telecommunication, and cable service

All State owned utilities must be plotted on the plans.

UG 7. DETECTOR STRIP: A continuous metallic detector strip must be provided with non-metallic main installations. Service connections must be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING: All backfilling must conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling are prohibited.

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

UG 9. ROADWAY SURFACING AND BASE MATERIALS: When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof must be as specified in the permit.

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

UG 10. DAMAGE TO TREE ROOTS: Tree roots 3" or larger in diameter will not be cut within the tree drip

line when trenching or other underground work is necessary adjacent to roadside trees. If such roots are encountered, they must be tunneled under, wrapped in burlap and kept moist until the trench is backfilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

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

UG 11. PIPES ALONG ROADWAY: Pipes and conduits paralleling the pavement must be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE: Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS: The permittee must not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION: The permittee must perform stray current interference tests on underground utilities under cathodic protection. The permittee must notify the Department prior to the tests. The permittee must perform any necessary corrective measures and advise the Department.

UG 15. DELETED. Provision left blank intentionally

UG 16. INSTALLATION BY OPEN CUT METHOD: When the permit authorizes installation by the open cut method no more than one lane of the highway pavement must be open-cut at any one time. Any exceptions must be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

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

ENCROACHMENT PERMIT SPECIAL PROVISIONS

UG 17. PAVEMENT REMOVAL: PCC pavement to be removed must be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement must be saw cut to the full depth.

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

UG 18. DELETED. Provision left blank intentionally.*

UG 19. SIDES OF OPEN-CUT TRENCHES: Sides of open cut trenches in paved areas must be kept as nearly vertical as possible. Trenches must not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES: Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void must be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT: Repairs to PCC pavement must be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC

pavement must equal existing pavement thickness. The concrete must be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR CURBS: Concrete sidewalks or curbs must be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS: No earth or construction materials are to be dragged or scraped across the highway pavement, and no excavated earth placed or allowed to remain at a location where it may be tracked onto the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach must be immediately removed by the permittee.

*NOTE: Special Provision was deleted since it is already part of the EP General Provisions (TR-0045)

STORMWATER SPECIAL PROVISIONS FOR MINIMAL OR NO IMPACT (SWSP)

TR-0400 (Rev 05/2018)

1. **GENERAL:** The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
2. **NPDES REQUIREMENTS:** The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R67-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater
3. **RESPONSIBILITY FOR DEBRIS REMOVAL:** The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.
4. **SPOILS AND RESIDUE:** The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.
5. **SWEEPING:** Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective. Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.
6. **VEHICLES AND EQUIPMENT:** Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.
7. **MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT:** Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.
8. **CLEANING VEHICLES AND EQUIPMENT:** Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.
9. **DIESEL FUELS:** The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.
10. **WEATHER CONDITIONS AT WORKSITE:** Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.
11. **WIND EROSION PROTECTION:** The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.
12. **HOT MIX ASPHALT:** Runoff from washing hot mix asphalt must not enter into any drainage conveyances.
13. **PROTECTION OF DRAINAGE FACILITIES:** The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.
14. **PAINT:** Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of

- the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.
15. **CONSTRUCTION MATERIALS:** Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.
 16. **CONCRETE EQUIPMENT:** Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.
 17. **EXISTING VEGETATION:** Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.
 18. **SOIL DISTURBANCE:** Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.
 19. **SLOPE STABILIZATION AND SEDIMENT CONTROL:** Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.
 20. **STOCKPILES:** Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.
 21. **DISCOVERY OF CONTAMINATION:** The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.
 22. **SANITARY AND SEPTIC WASTE:** Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.
 23. **LIQUID WASTE:** Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.
 24. **WATER CONTROL AND CONSERVATION:** Manage water use in a way that will prevent erosion and the discharge of pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.
 25. **PILE DRIVING:** Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.
 26. **DEWATERING:** Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the Field Guide for Construction Site Dewatering. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.

HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT

TR-0408 (New 09/2017)

By acceptance of this encroachment permit, Permittee hereby agrees that:

1. All construction debris/materials/water/excess soil must become the property of the Permittee, and must be transported and disposed of, outside of Caltrans' right-of-way, in accordance with all applicable environmental laws and regulations. The Permittee must be identified as the generator for all construction debris/materials/water/excess soil and must be responsible for proper identification (including sampling and analysis) and management of all construction and contaminated debris/materials/water/excess soil that are removed, and/or excavated, from the work site. If hazardous waste is generated, the Permittee must obtain an Environmental Protection Agency (EPA) Identification Number issued in their name. State Permit Inspector does not sign any manifests or shipping papers. The Permittee must be named as the generator on all Uniform Hazardous Waste Manifests and shipping papers. Caltrans must not be identified or written anywhere on the manifests or shipping papers. Prior to waste disposal, the Permittee should submit the waste generator form(s) to State Permit Inspector for verification. The Permittee must submit to the State Permit Inspector, a copy of all manifests and/or shipping papers generated for materials removed, transported and/or excavated from the state right-of-way.
2. If contaminated material is encountered, Permittee is to stop work and contact the State Permit Inspector immediately. The Permittee must submit a Sampling and Analysis Plan (SAP), and a Health and Safety Plan (HaSP) prepared by a Certified Industrial Hygienist (CIH) and in conformance with California Code of Regulations title 8, section 5192, "Hazardous Waste Operations and Emergency Response" for sampling activity through a separate permit application. Upon the permit review, additional environmental documents may be required prior to resumption of construction activity.
3. Permittee is responsible for any violation, penalty, enforcement action, corrective action, remedial action, and any other type of consequences resulting from cross contamination of groundwater (including perched groundwater), improper handling/managing of hazardous materials and/or placement of contaminated materials inside Caltrans right-of-way.
4. It is the Permittee's responsibility to comply with the Department of Toxic Substances Control (DTSC) ADL requirements for roadway soil management. Reuse of soils containing greater than 80 mg/kg total lead is not allowed without written approval of the DTSC and Caltrans. The Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils between Caltrans and the DTSC does not constitute written approval for the Permittee to reuse soils containing greater than 80 mg/kg total lead.
5. The Permittee must implement the emergency notification requirements established in the California Office of Emergency Management Hazardous Materials, Spill / Release Notification Guidance (<http://www.caloes.ca.gov/>).
6. Any imported material used for backfill must be free of contamination, and a certificate of the material as "clean" with the source area of the material must be provided to Permit Inspector upon request. Importing soils containing greater than 80 mg/kg total lead for use in state right-of-way is not allowed.

Stockpiles of material containing aerially deposited lead shall not be placed where affected by surface run-on or run-off. Stockpiles shall be covered with plastic sheeting 13 mils minimum thickness or with one foot of nonhazardous material. Stockpiles shall not be placed in environmentally sensitive areas. Stockpiled material shall not enter storm drains, inlets, or waters of the State.

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SEWR GROUP 836
 COMMUNITY NAME: RANCHO BERNARDO,
 UNIVERSITY, CLAIREMONT MESA
 COUNCIL DISTRICT: 1, 5 & 6

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-380-6590

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

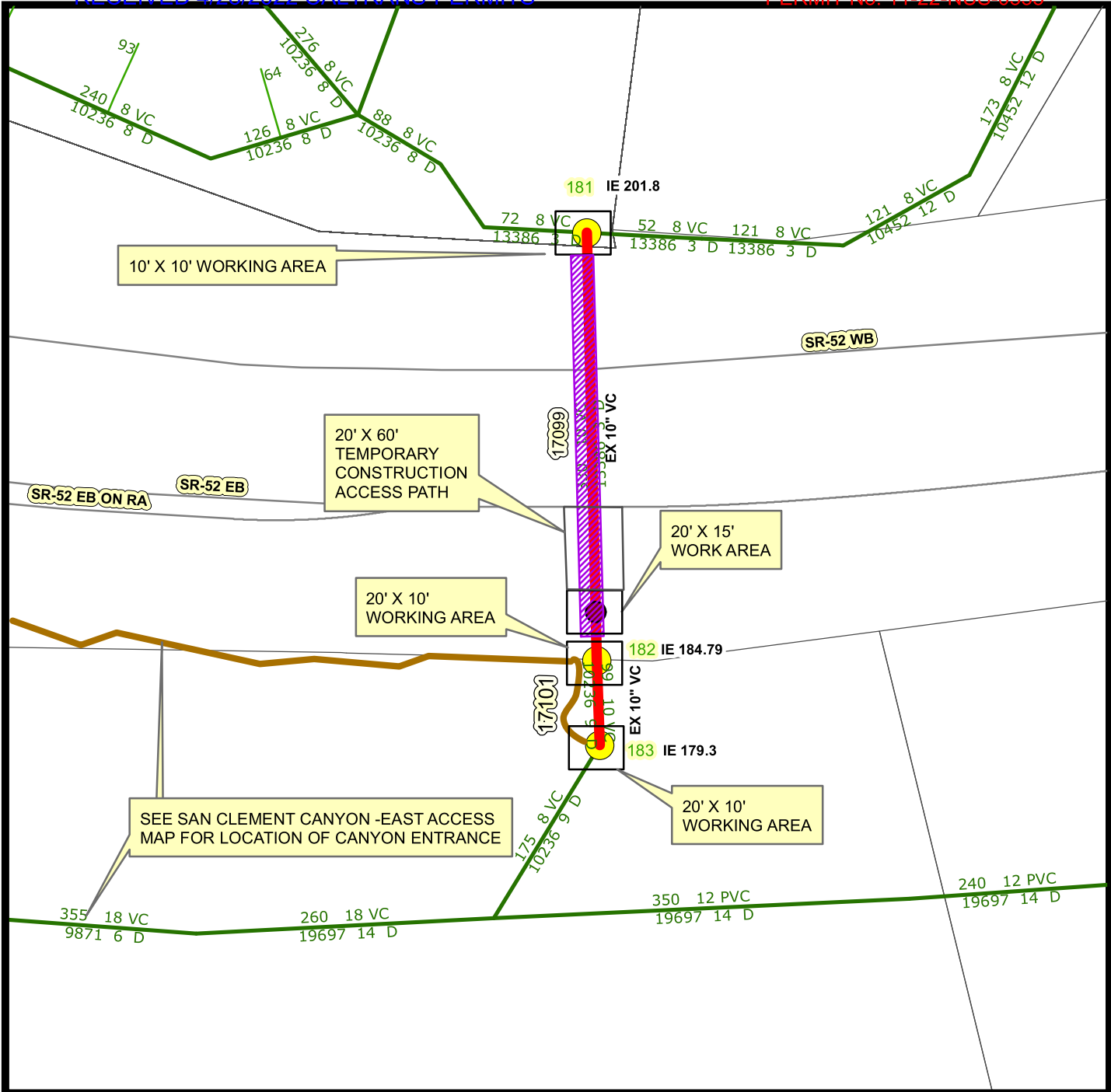
- REHAB MAIN
- REPLACE MAIN (SEE DWG# 38144-D FOR REPLACEMENT PORTION OF THIS PROJECT)
- REHAB MANHOLE
- SHEET LOCATION

NOT TO SCALE

KEY MAP

SHEET NO. 01

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SD Engineering & Capital Projects

SEWER GROUP 836
 COMMUNITY NAME: CLAIREMONT MESA, UNIVERISTY
 COUNCIL DISTRICT: 1 & 6

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-380-6590

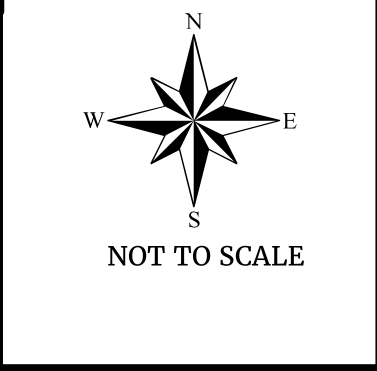
PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5243

LEGEND:

- (17099) FSN: FACILITY SEQUENCE NUMBER
- 181 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- POINT REPAIR
- REHAB MANHOLE
- REHAB MAIN
- ▨ MHPA
- ▨ CONCRETE ENCASEMENT



FSN: 17099, 17101 Rehab Plan

SHEET NO. 06

TRAFFIC CONTROL NOTES

- VALIDATION.** THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL PER SECTION 801-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CONTACT THE PUBLIC WORKS TRAFFIC CONTROL SECTION AT (858) 456-4742 TO OBTAIN A PERMIT. THE CONTRACTOR MUST SUBMIT A COMPLETED TRAFFIC CONTROL PERMIT FORM A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.
- STANDARDS.** THE TRAFFIC CONTROL PLAN SHALL CONFORM TO EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
PWP10119-01	2018	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
PWP10119-02	2018	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
PWP10119-03	2018	CITY OF SAN DIEGO STANDARD DRAWINGS
PWP10422-09	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
- NOTIFICATIONS.** THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL:

FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 573-1300
POLICE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 531-2000
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858) 492-6960
STREET DIVISION / ELECTRICAL	(TRAFFIC SIGNALS)	(619) 527-7500
METROPOLITAN TRANSIT SYSTEM	(BUS STOPS)	(619) 595-7038 EXT 6451
METROPOLITAN TRANSIT SYSTEM	(TAXI ZONES)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM	(TROLLEY LINES)	(619) 585-4960
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800) 422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.
- POSTING NO PARKING SIGNS.** THE CONTRACTOR SHALL POST "TOW-AWAY / NO PARKING" SIGNS SEVENTY TWO (72) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DATES, DATES AND TIMES OF RESTRICTIONS.
- EXCAVATIONS.** EXCEPT AS SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT AS OTHERWISE SHOWN ON THE PLANS.
- RESTORATION OF TRAFFIC CONTROL DEVICES.** THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS.
- TEMPORARY TRAFFIC SIGNAL DETECTION.** THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED OR BECOME INEFFECTIVE DUE TO CONSTRUCTION FOR A PERIOD OF FIVE (5) OR MORE DAYS. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/REINSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION. ALL INSTALLATIONS AND REMOVALS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
- CHANGES IN WORK.** THE RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. ANY SUCH CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.
- OPEN TRENCH.** THE CONTRACTOR SHALL PLACE "OPEN TRENCH" SIGNS (C27)(CA) ON TYPE III BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CA MUTCD SECTION 6F.103 (CA) GUIDELINES.
- FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS,** THE CONTRACTOR SHALL PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.

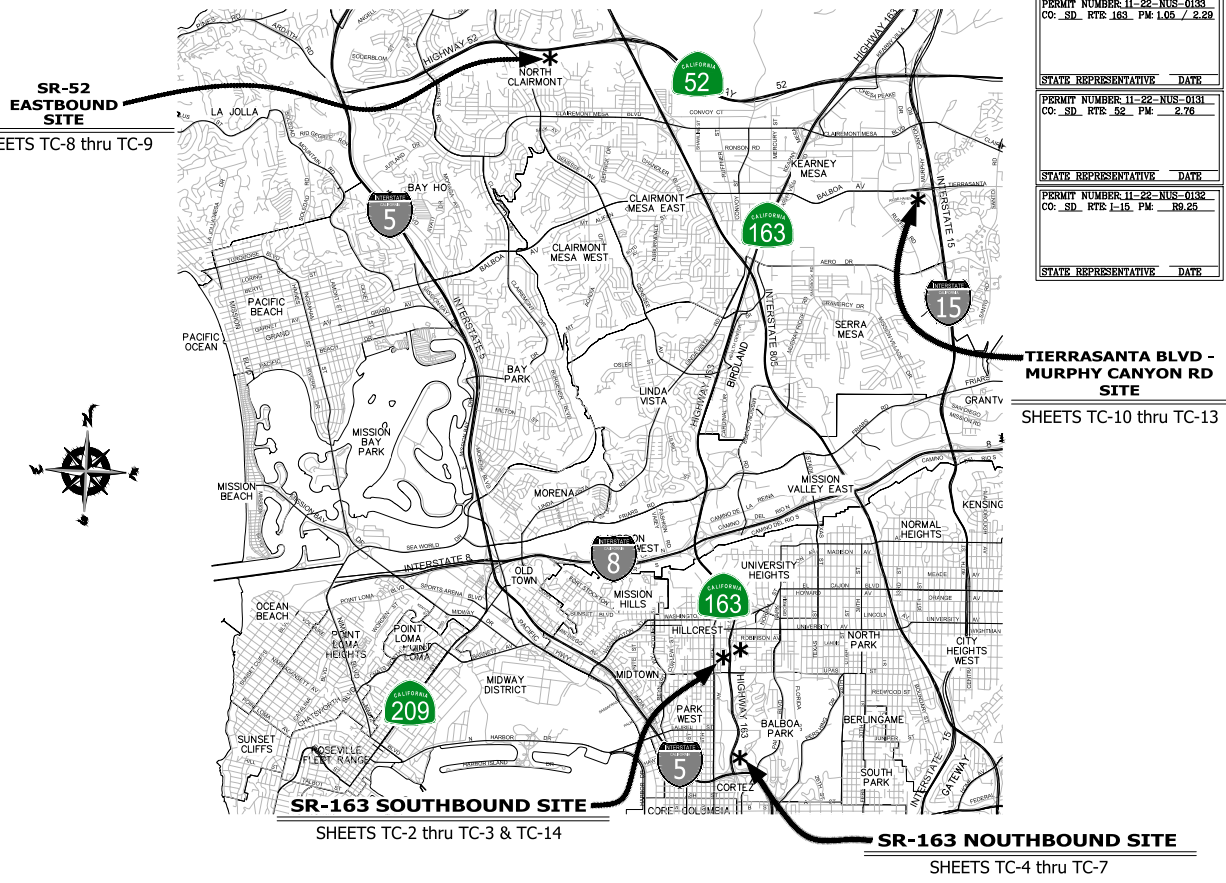
* - FOR OTHER OFFSETS, USE THE FOLLOWING MERGING/TAPER LENGTH FORMULA FOR L FOR SPEED OF 40 MPH OR LESS, L = WS/80 FOR SPEED OF 45 MPH OR MORE, L = WS WHERE: L = TAPER LENGTH OF OFFSET IN FEET W = WIDTH OF OFFSET IN FEET S = POSTED SPEED LIMIT, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING OR THE ANTICIPATED OPERATING SPEED IN MPH

SPEED (S)	TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING				MINIMUM TAPER LENGTH* FOR WIDTH OF OFFSET 12 FEET (W)			MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT	MERGING	SHIFTING	SHOULDER	X	Y	Z**	TAPER	TANGENT	CONFLICT
MPH	FT	FT	FT	FT	FT	FT	FT	FT	FT	FT
20	160	80	40	27	20	40	10			
25	250	125	63	42	25	50	12			
30	360	180	90	60	30	60	15			
35	490	245	123	82	35	70	17			
40	640	320	160	107	40	80	20			
45	1080	540	270	180	45	90	22			
50	1200	600	300	200	50	100	25			
55	1320	660	330	220	50	100	25			
60	1440	720	360	240	50	100	25			
65	1560	780	390	260	50	100	25			
70	1680	840	420	280	50	100	25			
75	1800	900	450	300	50	100	25			

SPEED*	LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING		DOWNGRADE MIN D	
	MPH	FT	FT	FT
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	445	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

ROAD TYPE	ADVANCE WARNING SIGN SPACING			DISTANCE BETWEEN SIGNS*		
	A	B	C	FT	FT	FT
URBAN - 25 MPH OR LESS	100	100	100			
URBAN - MORE THAN 25 MPH TO 40 MPH	250	250	250			
URBAN - MORE THAN 40 MPH	350	350	350			
RURAL	500	500	500			
EXPRESSWAY/FREEWAY	1000	1500	2640			

* - SPEED IS POSTED SPEED LIMIT, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH
 ** - LONGITUDINAL BUFFER SPACE OR FLAGGER STATION SPACING
 *** - USE ON SUSTAINED DOWNGRADE STEEPER THAN 3 PERCENT AND LONGER THAN 1 MILE



STREET NAME	LIMITS	ROAD FUNCTIONAL CLASSIFICATION (# OF LANES)	TRAFFIC VOLUME (VEHICLES)	85TH PERCENTILE SPEED* (MPH)	TOP DESIGN SPEED (MPH)	TOP TYPICAL OR SPECIFIC PLANS
TIERRASANTA BLVD	I-15 - SANTO RD	6-LANE MAJOR	11,517 (WESTBOUND ADT)	51	65	TC-10 THRU TC-13
SR-52	GENESEE AVE	4-LANE MAJOR	88,000 (AHEAD ADT)	N/A	65	TC-8 THRU TC-9
SR-163	ROBINSON AVE	4-LANE MAJOR	107,000 (BACK ADT)	N/A	65	TC-2 THRU TC-3 & TC-14
SR-163	JCT. RTE 5	4-LANE MAJOR	112,000 (AHEAD ADT)	N/A	65	TC-4 THRU TC-7

* IF 85TH PERCENTILE SPEED IS NOT AVAILABLE, USE POSTED OR PRIMAL FACIE SPEED.

PERMIT NUMBER: 11-22-NUS-0193	STATE REPRESENTATIVE	DATE
CO. SD. RTE. 163, PM. 1:05 / 2:29		
PERMIT NUMBER: 11-22-NUS-0191	STATE REPRESENTATIVE	DATE
CO. SD. RTE. 52, PM. 2:76		
PERMIT NUMBER: 11-22-NUS-0192	STATE REPRESENTATIVE	DATE
CO. SD. RTE. I-15, PM. R9.25		
PERMIT NUMBER: 11-22-NUS-0194	STATE REPRESENTATIVE	DATE

LEGEND

- - DELINEATOR/CONE
- ▬ - SEWER LINE
- ▬ - SLED ATTENUATOR SYSTEM
- ⊙ - MANHOLE
- ▬ - CRASH CUSHION ARRAY
- ⚠ - HIGH LEVEL WARNING DEVICE SEE CALTRANS TRAFFIC MANUAL
- ⚠ - WARNING LIGHTS (FLASHING/STEADY BURN)
- ⚠ - KRALL
- ➔ - TRAFFIC DIRECTION
- ⚠ - TRAFFIC SIGN
- ▬ - WORK ZONE
- ⚠ - TYPE I BARRICADES
- - POINT REPAIR
- ⚠ - SIGNALIZED INTERSECTION
- ⚠ - TYPE III BARRICADES
- ⚠ - FLASHING ARROW BOARD (FAB)
- ⚠ - TYPE III BARRICADE WITH SIGN



CONSULTANT
PSOMAS
 401 B Street, Suite 1600
 San Diego, CA 92101
 (619) 961-2800 (619) 961-2392 fax
 www.psomas.com

SEWER GROUP 836
 TEMPORARY TRAFFIC CONTROL PLANS
 NOTES SHEET, VICINITY MAP, AND LEGEND
 FOR TRAFFIC CONTROL PLAN SET
 (SHEETS T-1 thru T-14)

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET T1 OF T14 SHEETS

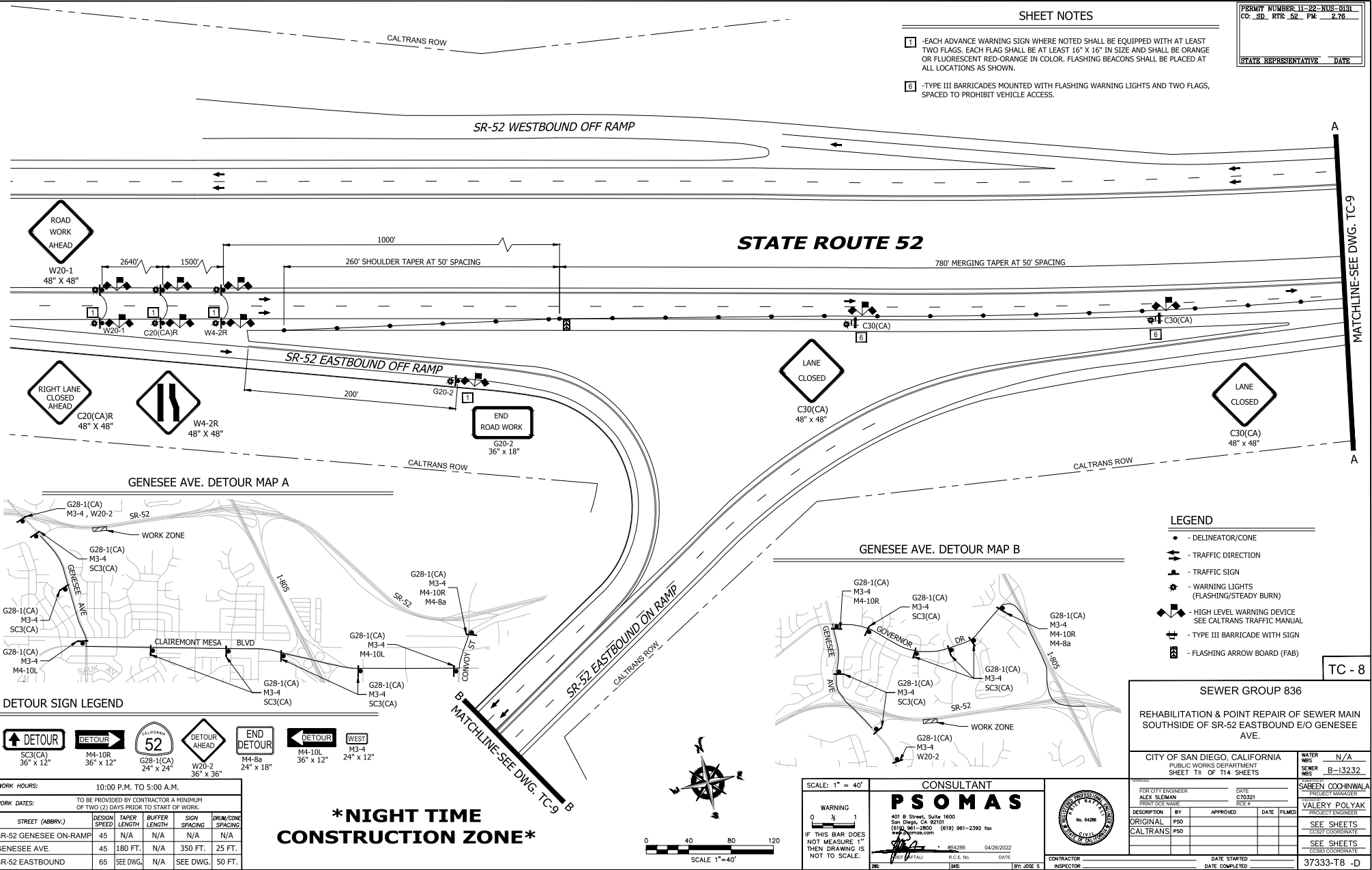
FOR CITY ENGINEER: ALEX SLEMAN
 PROJECT MANAGER: SABEN COOHNWALA
 PROJECT ENGINEER: VALERY POLYAK
 COORDINATOR: SEE SHEETS
 SEE SHEETS

DATE STARTED: 04/26/2022
 DATE COMPLETED: 38144-T1 -D

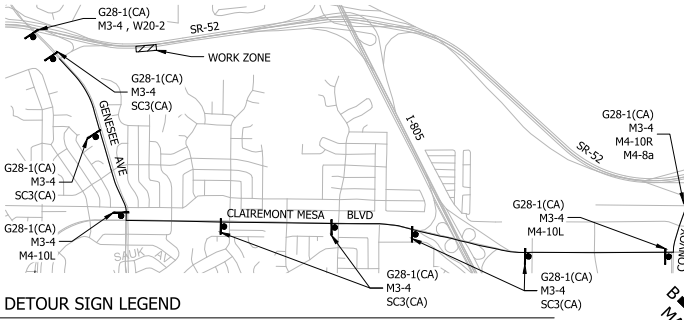
PERMIT NUMBER: 11-22-NUS-0191
CO. SD. RTE. 52 PM. 2.76
STATE REPRESENTATIVE _____ DATE _____

SHEET NOTES

- 1 - EACH ADVANCE WARNING SIGN WHERE NOTED SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACONS SHALL BE PLACED AT ALL LOCATIONS AS SHOWN.
- 6 - TYPE III BARRICADES MOUNTED WITH FLASHING WARNING LIGHTS AND TWO FLAGS, SPACED TO PROHIBIT VEHICLE ACCESS.



GENESEE AVE. DETOUR MAP A



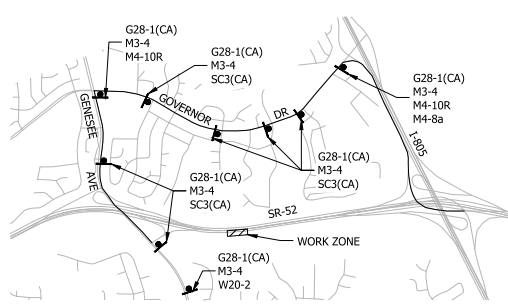
DETOUR SIGN LEGEND

SC3(CA) 36" x 12"	M4-10R 36" x 12"	G28-1(CA) 24" x 24"	W20-2 36" x 36"	M4-8a 24" x 18"	M4-10L 36" x 12"	WEST 24" x 12"

WORK HOURS:	10:00 P.M. TO 5:00 A.M.				
WORK DATES:	TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.				
STREET (ABBRV.)	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRW/CON SPACING
SR-52 GENEESE ON-RAMP	45	N/A	N/A	N/A	N/A
GENESEE AVE.	45	180 FT.	N/A	350 FT.	25 FT.
SR-52 EASTBOUND	65	SEE DWG.	N/A	SEE DWG.	50 FT.

NIGHT TIME CONSTRUCTION ZONE

GENESEE AVE. DETOUR MAP B



- LEGEND**
- - DELINEATOR/CONE
 - - TRAFFIC DIRECTION
 - ↔ - TRAFFIC SIGN
 - ★ - WARNING LIGHTS (FLASHING/STEADY BURN)
 - ◆ - HIGH LEVEL WARNING DEVICE (SEE CALTRANS TRAFFIC MANUAL)
 - ⊕ - TYPE III BARRICADE WITH SIGN
 - ⊞ - FLASHING ARROW BOARD (FAB)

TC - 8

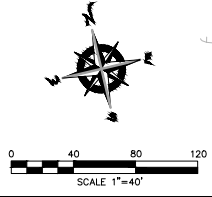
SEWER GROUP 836	
REHABILITATION & POINT REPAIR OF SEWER MAIN SOUTHSIDE OF SR-52 EASTBOUND E/O GENEESE AVE.	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 18 OF 114 SHEETS	WATER N/A SEWER B-13232
FOR CITY ENGINEER ALEX SLEMAN PRINT JOB NAME	DATE C70321
DESIGNER ORIGINAL CALTRANS	BY PSO PSO
APPROVED	DATE FILMED
DATE STARTED	DATE COMPLETED
PROJECT ENGINEER VALERY POLYAK PROJECT MANAGER SEE SHEETS COORDINATE SEE SHEETS COORDINATE	37333-T8 -D

SCALE: 1" = 40'

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

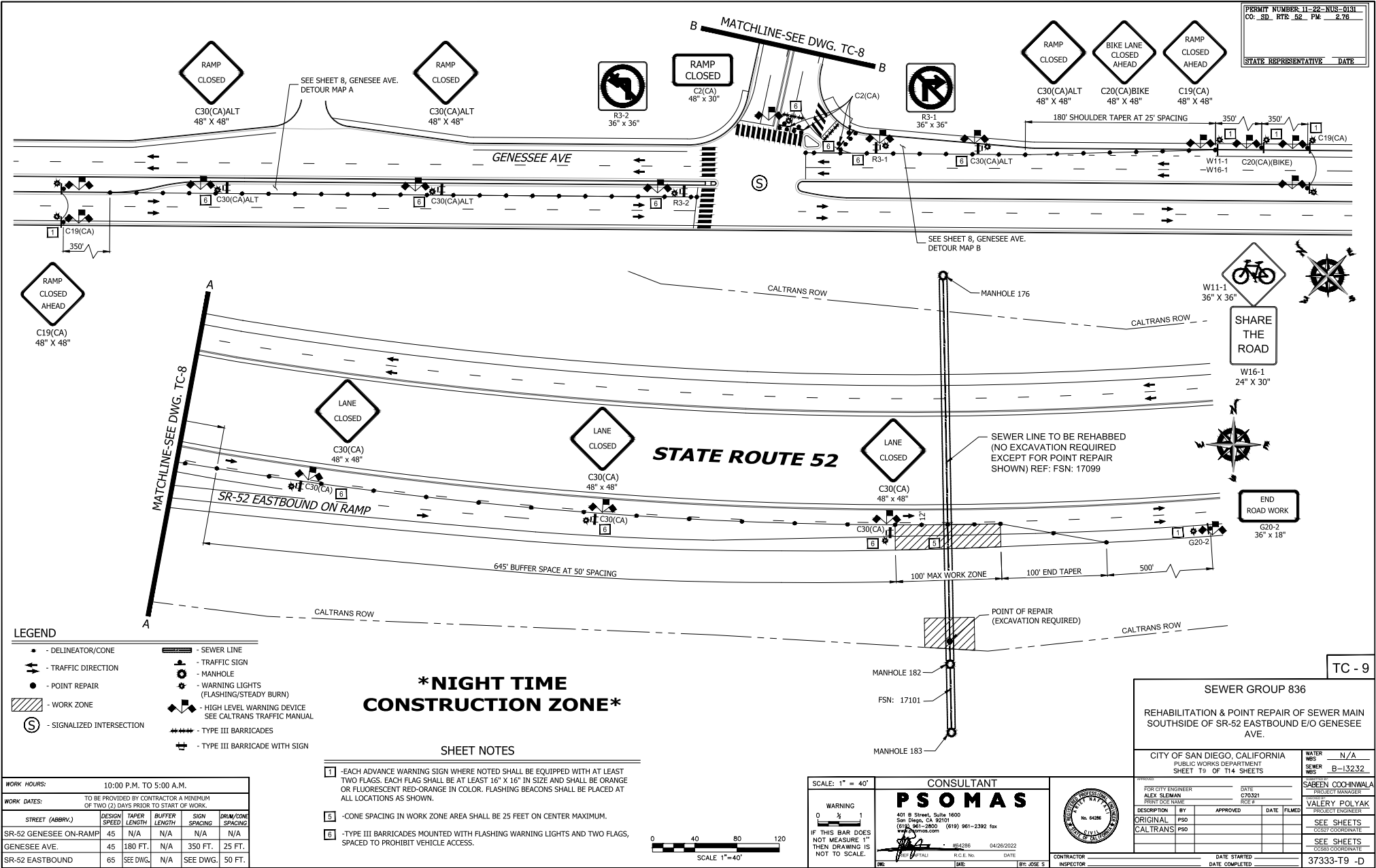
CONSULTANT
PSOMAS
401 B Street, Suite 1600
San Diego, CA 92101
(619) 961-2800 (619) 961-2392 fax
www.psomas.com

PROJECT NO. #64286 R.C.E. No. DATE 04/26/2022
BY: JOSE S



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27-Apr-22 9:37

PERMIT NUMBER: 11-22-NUS-0191
CO. SD. RTE. 52 PM. 2.76
STATE REPRESENTATIVE _____
DATE _____



- LEGEND**
- - DELINEATOR/CONE
 - ⇄ - TRAFFIC DIRECTION
 - - POINT REPAIR
 - ▨ - WORK ZONE
 - ⊙ - SIGNALIZED INTERSECTION
 - - SEWER LINE
 - ⊕ - TRAFFIC SIGN
 - ⊕ - MANHOLE
 - ⊕ - WARNING LIGHTS (FLASHING/STEADY BURN)
 - ⊕ - HIGH LEVEL WARNING DEVICE SEE CALTRANS TRAFFIC MANUAL
 - ⊕ - TYPE III BARRICADES
 - ⊕ - TYPE III BARRICADE WITH SIGN

NIGHT TIME CONSTRUCTION ZONE

SHEET NOTES

- 1 - EACH ADVANCE WARNING SIGN WHERE NOTED SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACONS SHALL BE PLACED AT ALL LOCATIONS AS SHOWN.
- 5 - CONE SPACING IN WORK ZONE AREA SHALL BE 25 FEET ON CENTER MAXIMUM.
- 6 - TYPE III BARRICADES MOUNTED WITH FLASHING WARNING LIGHTS AND TWO FLAGS, SPACED TO PROHIBIT VEHICLE ACCESS.

WORK HOURS:	10:00 P.M. TO 5:00 A.M.				
WORK DATES:	TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.				
STREET (ABBRV.)	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRUM/CONE SPACING
SR-52 GENESEE ON-RAMP	45	N/A	N/A	N/A	N/A
GENESEE AVE.	45	180 FT.	N/A	350 FT.	25 FT.
SR-52 EASTBOUND	65	SEE DWG.	N/A	SEE DWG.	50 FT.

SCALE: 1" = 40'

CONSULTANT
PSOMAS
401 B Street, Suite 1600
San Diego, CA 92101
(619) 461-2800 (619) 961-2392 fax
www.psomas.com

FOR CITY ENGINEER: ALEX SLEMAN
FOR PROJECT ENGINEER: VALERY POLYAK

DATE: 04/26/2022

CONTRACTOR: [Signature]
INSPECTOR: [Signature]

TC-9

SEWER GROUP 836

REHABILITATION & POINT REPAIR OF SEWER MAIN
SOUTHSIDE OF SR-52 EASTBOUND E/O GENESEE AVE.

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 19 OF 114 SHEETS

WATER M/S: N/A
SEWER M/S: B-13232

PROJECT ENGINEER: VALERY POLYAK
PROJECT MANAGER: SABREN COO-NWALA
SEE SHEETS: CC307 COORDINATE
SEE SHEETS: CC388 COORDINATE

DATE STARTED: _____
DATE COMPLETED: _____

37333-T9 -D

\\prod.psomas.com\psomas\projects\SD_Projects\SSANO21314\ENGR\SHEETS\Traffic Control Sheets\TC-07.dwg
27-Apr-22 9:37

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

11-22-NUS-0535
PERMIT NO.
11-SD-52/2.76

Dear Sir or Madam:
All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
FM 92 1546 M

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO.

Dear Sir or Madam:
All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE

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NOTICE OF COMPLETION
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PERMIT NO.

Dear Sir or Madam:
All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE

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FM 92 1546 M

NOTICE OF COMPLETION
TR-0128 (REV 06/01) CT #7541-5529-1

PERMIT NO.

Dear Sir or Madam:
All work authorized by the above-numbered permit was completed on _____
DATE

SIGNATURE OF PERMITTEE

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FM 92 1546 M

CUSTOMER SERVICE QUESTIONNAIRE

TR-0164 (REV 2/2001)

PERMIT NUMBER

11-22-NUS-0535

Dear Customer,

Our goal is to provide the best service possible to our customers. Please take a few minutes to complete this questionnaire. Your comments will enable us to see how we are doing overall and any areas which may need improvement.

PLEASE TELL US HOW WE'RE DOING

INSIDE THE OFFICE	EXCELLENT	VERY GOOD	GOOD	POOR
Staff courteous and helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff quick and efficient	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Explanations and instructions clear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TELEPHONE ANSWERING				
Timely response	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Receiving information or answers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION				
Inspector courteous and helpful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pre-construction meeting set and held in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inspector at job site frequently	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Inspector able to answer questions and deal with problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL PERFORMANCE				
What would you say is our overall performance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is there a staff person you would like to commend?	STAFF'S NAME:			

COMMENTS:

NAME (Optional)	BUSINESS PHONE NUMBER	DATE
-----------------	-----------------------	------

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

APPENDIX H
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Sewer Group 836 (Project)**, WBS number **B-13232**, Bid No. **K-23-2149-DBB-3**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Sewer Group 836 (Maintenance Requirements)**.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

INTRODUCTORY PROVISIONS

- A. **Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. **Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of Attachment E – Supplementary Special Provisions** and **Section 802** of the 2021 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. **Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2021 GREENBOOK, WHITEBOOK, and Special Provisions (see **Contract Document-Attachment C, Part 1, and Part 8**) except as otherwise stated in this LTMMA.

E. Partial Release of Payment Bond and Performance Bond.

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement ("Phase 1 Work"). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed ("Phase 2 Work").
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - i. Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards ("Notice of Completion").
 - ii. Upon issuance by the City Engineer of the Notice of Completion for Phase 1 Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 Work on this Project, which will be the amount specified in "Section 4: COMPENSATION" in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Phase 1 Work.

SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.

The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

- 1.4. License.** The Contractor shall hold the following licenses in good standing:

- 1.4.1. **C-27** State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

- 1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

- 1.4.3. Registration with the County Agriculture Commission.

- 1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

- 1.4.5. City of San Diego Business License.

Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C.**

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

SECTION 2 - ADMINISTRATION

- 2.1. Contract Administrator. PURCHASING & CONTRACTING DEPARTMENT, PUBLIC WORKS DIVISION (PWD)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Purchasing & Contracting Department. The City will communicate with the Contractor on all matters related to the administration of this LTMMA and the Contractor's performance of the Work rendered hereunder. When this LTMMA refers to communications to or with the City, those communications shall be with the City, unless the City or this LTMMA specifies otherwise. Further, when this LTMMA requires an act or approval by City, that act or approval will be performed by the City.
- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
- 2.3. Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to the Contractor for immediate disposition. The Contractor shall provide the City with a 24 hour emergency telephone number for this purpose.
- 2.4. Staffing.** The Contractor shall furnish supervisory and working personnel capable of promptly accomplishing all Work required under this LTMMA on schedule and to the satisfaction of the City.
- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

SECTION 3: WORK SITE MAINTENANCE

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTRMC. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved, in writing, by City as appropriate for the purpose and area proposed.

The Contractor shall submit a monthly pesticide use report to the City along with the Contractor's invoices for payment. This report shall include a statement of all applications of herbicides, rodenticides, and pesticides, detailing the chemical used, undiluted quantity, rate of application, applicator's name, and the date and purpose of the application. For months in which no pesticides are applied, state "No Pesticide Used" on the report.

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT - TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

4.3. Final Payment. The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

- 4.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
- 4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
- 4.3.3. The Contractor has provided a final work summary report to the City.
- 4.3.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

SECTION 5: BONDS AND INSURANCE

5.1. Contract Bonds. Prior to the commencement of Work, the Contractor, at its sole cost and expense, shall provide the following bonds issued by a surety authorized to issue bonds in California satisfactory to the City:

- 5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid Item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.
- 5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

5.2. Insurance. The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

- 5.2.1. Obtain insurance certificates reflecting evidence of insurance:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

The Contractor shall submit copies of any policy upon request by the City.

The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this LTMMA.

SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.

- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with **Municipal Code 522.3102**, and by Contractor.

Dated this 16 day of May, **2023**.

THE CITY OF SAN DIEGO

By: 
Berric Doringo, Deputy Director
Purchasing & Contracting Department

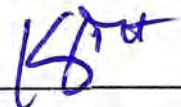
I HEREBY CERTIFY I can legally bind **BURTECH PIPELINE INCORPORATED** and that I have read this entire contract, this 12th day of May, **2023**.

By: 


Printed Name: Dominic J. Burtech

Title: President & CEO

I HEREBY APPROVE the form of the foregoing Contract this

 day May of **2023**.

Mara W. Elliott, City Attorney

By: 

Printed Name: ADAM WANSEL
Deputy City Attorney

EXHIBIT A

SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **38144-17-D** through **38144-40-D** which are incorporated into this Contract by this reference as though fully set forth herein.
- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Plan.

- III. **Method of Performing Work.**

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
 2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.

B. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
- b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

C. Operation of Automatic Irrigation Controllers. Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

D. Pruning Shrubs and Ground Cover Plants. The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:

- 1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3. Prevent encroachment in any manner deemed objectionable by the City.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

E. Tree Maintenance. The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.

- 1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
- 2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTRMC. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.

3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two “lodge pole” type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.

F. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer’s guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor’s copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer’s product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

G. Weed Removal. The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by

manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook**.

H. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

I. Plant Replacement. Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor outside of warranty.
3. The City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the City determines such replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

J. Damage Reports. The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

- K. Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- M. Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2021 WHITEBOOK, SECTION 802

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

APPENDIX I

**REHABILITATION DATA COLLECTION – SAMPLE SEWER MAINS, LATERALS, AND
MANHOLES DATA TEMPLATES**

APPENDIX J
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX K

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 2021 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

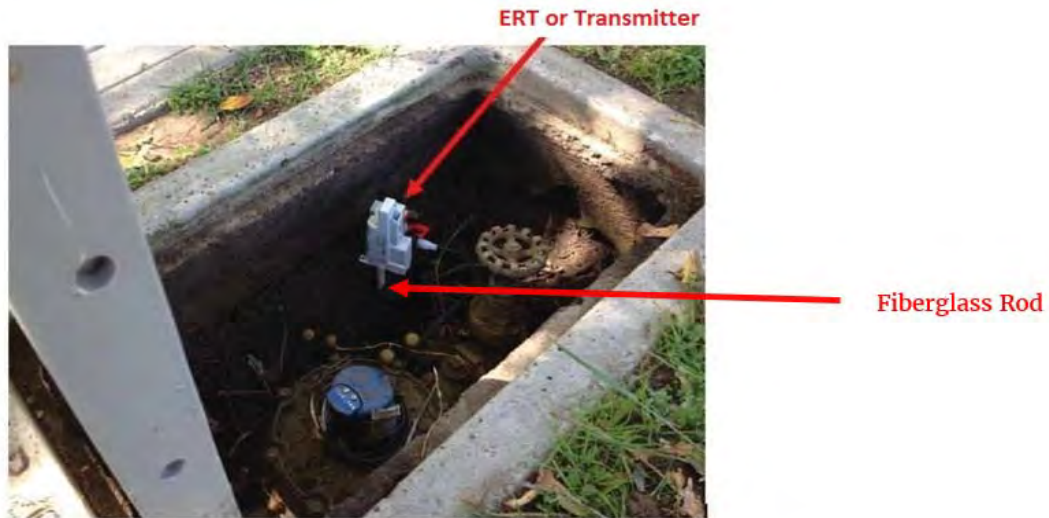


Photo 6 below is an example of disturbance that shall be avoided:

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.

APPENDIX L

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX M
REHAB – SCOPE OF WORK

Pipeline Rehabilitation Sewer GJ 836 (B-13232) _ Sewer Pipeline Spreadsheet

Map Sheet Number	Street Name	FSN	Length (Feet)	Size (inch)	Material	Action	DS MH ID	DS MH IE	DS MH Depth	US MH ID	US MH IE	US MH Depth	LATERAL	Thomas Bro	Council District	Community	Field Book
SHEET 05	N/A	48946	183	10	VC	Rehab	110	645.79	8	109	698.98	7	1	1169J3	5	Rancho Bernardo	K07N
SHEET 06	SR-52 EB	17099	330	10	VC	Rehab/Point Repair	182	184.79	10	181	201.80	12	0	1228F6	1&6	Clairemont Mesa East & University City	E10S
	N/A	17101	99	10	VC	Rehab	183	179.30	9	182	184.79	13	0	1228F6	6	Clairemont Mesa East	E10S
SHEET 07	CHRISTINE ST	13577	184	10	VC	Rehab	250	329.94	4	376	330.49	14	0	1248E1	6	Clairemont Mesa	D11S
SHEET 08	I-15 SB ON	37075	615	10	VC	Rehab/Point Repair	48	222.80	19	44	287.30	16	0	1249F2	6	Kearny Mesa	I12S
SHEET 09	BARBAROSSA PL	51049	203	8	VC	Rehab	252	378.09	5	250	428.72	6	4	1270C3	9	College Area	K17S
SHEET 10	REDLAND PL	51170	268	8	VC	Rehab/Point Repair	419	369.36	5	405	416.05	6	4	1270B3	9	College Area	K17S
SHEET 11	N/A	57459	126	8	VC	Rehab	448	801.37	5	447	802.00	4	0	1250E7	7	Navajo	L15S
SHEET 12	N/A	23087	29	8	PVC	Rehab	446	61.09	6	43	62.80	4	2	1268H4	3	Uptown	F18S
SHEET 13	N/A	23130	246	8	VCES	Rehab	92	64.10	10	149	110.10	6	1	1268J4	3	Uptown	F18S
SHEET 14	HAWK ST	23173	351	6 lined	CP	Point Repair	171	177.90	4	156	269.37	5	0	1268J5	3	Uptown	F18S
SHEET 15	OKLAHOMA ST	27999	250	6 lined	PVC	Point Repair	261	247.10	9	248	339.11	6	0	1269B4	3	Uptown	G18S
SHEET 16	10TH AVENUE	28509	118	6	CI	Abandon	520	N/A	N/A	519	278.27	8	Abandon Lateral	1269B6	3	Uptown	G19S
	PENNSYLVANIA AV	28530	100	6	VC	Abandon	521	N/A	N/A	PLUG 343	244.12	N/A	Abandon Lateral	1269B6	3	Uptown	G19S
	PENNSYLVANIA AV	28510	75	6	VC	Abandon	520	N/A	N/A	521	N/A	N/A	0	1269B6	3	Uptown	G19S
	N/A	28508	140	6	VC	Abandon	514	226.12	N/A	520	N/A	N/A	0	1269B6	3	Uptown	G19S
	SR-163 NB	28507	167	6	VC	Abandon	513	N/A	N/A	514	226.12	N/A	0	1269B6	3	Uptown	G19S
SHEET 17	SR-163 SB OFF	28944	283	8	VC	Rehab/Point Repair	68	104.55	14	67	163.59	8	1	1289B1	3	Balboa	G21S
SHEET 18	LEXINGTON AVE	38938	81	8	VC	Rehab/Point Repair	159	164.50	5	160	166.50	8	0	1269G7	9	Mid City-City Heights	I20S
	N/A	38939	85	8	VC	Rehab	160	166.50	8	161	197.50	9	0	1269G7	9	Mid City-City Heights	I20S
SHEET 19	ALLEY	44745	74	8	CP	Rehab	30	224.12	N/A	29	237.12	N/A	0	1269H7	9	Mid City-City Heights	J20S
	ALLEY	44746	108	8	CP	Rehab	29	237.12	N/A	31	255.12	N/A	1	1269H7	9	Mid City-City Heights	J20S
	JAMIES WY	44747	95	8	CP	Rehab	31	255.12	N/A	32	266.10	23	3	1267H7	9	Mid City-City Heights	J20S
SHEET 20	N/A	63704	150	8	VC	Rehab	15	365.24	6	9	375.74	11	0	1290G5	4	Skyline-Paradise Hills	M23S
	N/A	63709	230	8	VC	Rehab	9	375.74	11	11	383.78	7	0	1290G5	4	Skyline-Paradise Hills	M23S
	N/A	63707	167	8	VC	Rehab	11	383.78	7	10	389.73	6	0	1290G5	4	Skyline-Paradise Hills	M23S
	SHADYGLADE LN	63708	190	8	VC	Rehab	10	389.73	6	109	422.88	12	0	1290G5	4	Skyline-Paradise Hills	M23S
	N/A	63695	72	8	VC	Rehab	11	383.78	7	12	396.06	5	0	1290G5	4	Skyline-Paradise Hills	M23S
	WOODBINE WY	63696	174	8	VC	Rehab	12	396.06	5	60	425.39	10	0	1290G5	4	Skyline-Paradise Hills	M23S

Total Rehab 3992
 Abandon 600

Pipeline Rehabilitation Sewer GJ 836 (B-13232) _ Sewer Laterals Spreadsheet

Map Sheet Number	FSN OF Sewer Main	Lateral NO.	Lateral FSN	Lateral Size (Inch)	Lateral Material	Action	Field Book	Street NO.	Street Name	Thomas Bro
SHEET 05	48946	1	5546868	4	PVC	Rehab	K07N	N/A	N/A	1169J3
SHEET 09	51049	1	331813	4	UNKNOWN	Rehab	K17S	4858	BARBAROSSA PL	1270C3
		2	331809	4	UNKNOWN	Rehab	K17S	4866	BARBAROSSA PL	1270C3
		3	331838	4	UNKNOWN	Rehab	K17S	4851	BARBAROSSA PL	1270C3
		4	331796	4	UNKNOWN	Rehab	K17S	4861	BARBAROSSA PL	1270C3
SHEET 10	51170	1	214380	4	UNKNOWN	Rehab	K17S	5402	REDLAND PL	1270B3
		2	214325	4	UNKNOWN	Rehab	K17S	5416	REDLAND PL	1270B3
		3	214474	4	UNKNOWN	Rehab	K17S	5409	REDLAND PL	1270B3
		4	214448	4	UNKNOWN	Rehab	K17S	N/A	N/A	1270B3
SHEET 12	23087	1	334810	4	UNKNOWN	Rehab	F18S	4338	RANDOLPH ST	1268J4
		2	334802	4	UNKNOWN	Rehab	F18S	4338	RANDOLPH ST	1268J4
SHEET 13	23130	1	5447337	4	UNKNOWN	Rehab	F18S	N/A	N/A	1268J4
SHEET 16	28509	1	343439	4	UNKNOWN	Abandon	G19S	3700	10TH AVE	1269B6
	28530	1	343466	4	UNKNOWN	Abandon	G19S	3705	10TH AVE	1269B6
SHEET 17	28944	1	5550642	4	VC	Rehab	G21S	N/A	N/A	1289B1
SHEET 19	44746	1	377737	4	UNKNOWN	Rehab	J20S	4204	MANZANITA DR	1269H7
	44747	1	349223	4	UNKNOWN	Rehab	J20S	4188	MARLBOROUGH AVE	1269H7
		2	349252	4	UNKNOWN	Rehab	J20S	4192	MARLBOROUGH AVE	1269H7
		3	241367	4	UNKNOWN	Rehab	J20S	4196	MARLBOROUGH AVE	1269H7

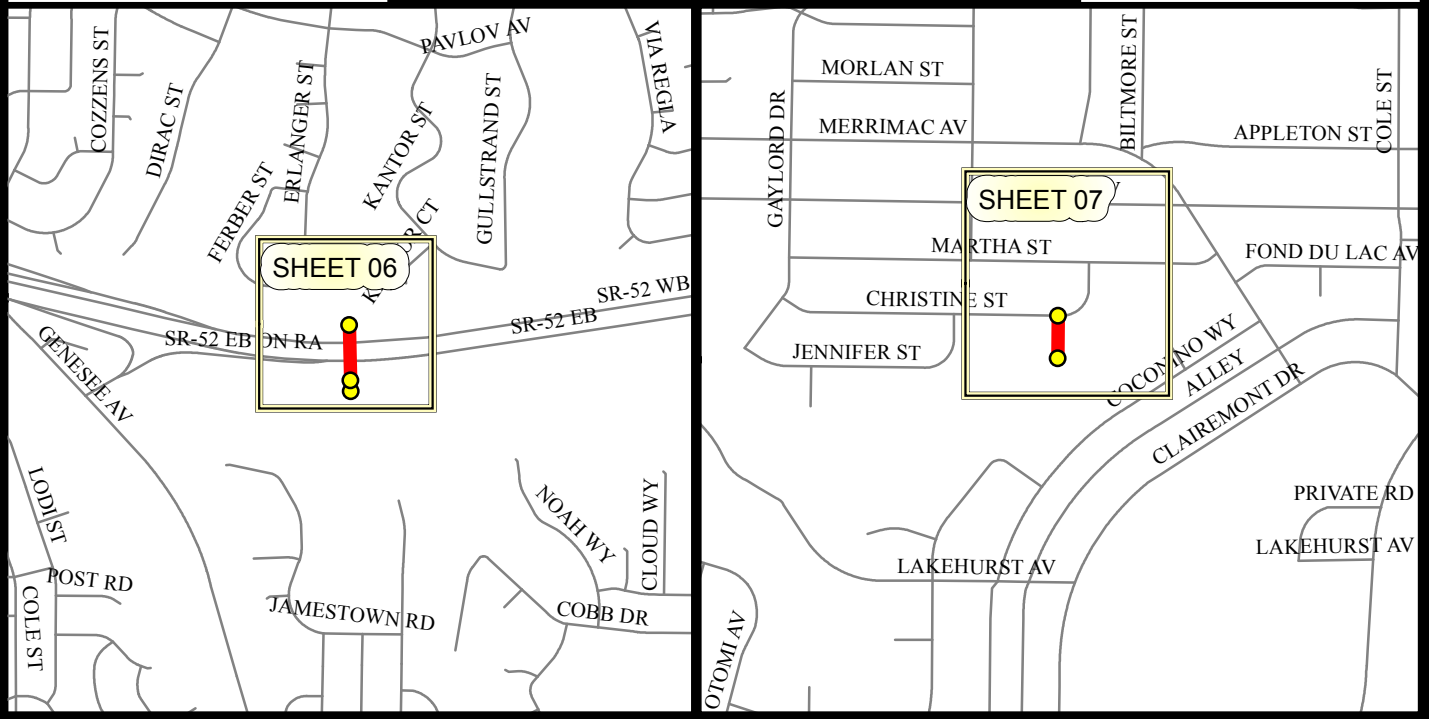
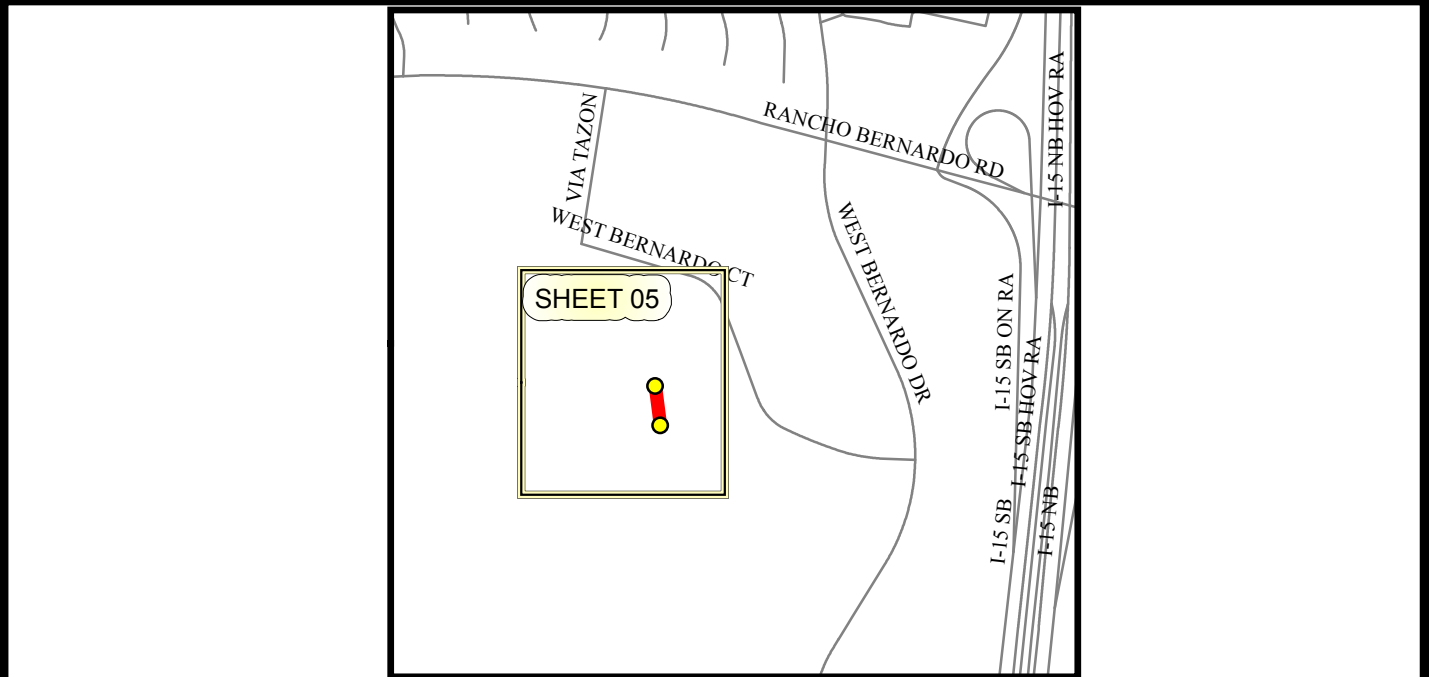
Pipeline Rehabilitation Sewer GJ 836 (B-13232) _ Sewer Manholes Spreadsheet

Map Sheet Number	Thomas Bro	Street Name	MH ID	MH IE	MH Depth	Manhole Method	Council District	Community	Field Book	FSN	RIM ELEV
SHEET 05	1169J3	N/A	109	698.98	7	REHAB	5	Rancho Bernardo	K07N	115615	N/A
	1169J3	N/A	110	645.79	8	REHAB	5	Rancho Bernardo	K07N	115616	N/A
SHEET 06	1228F6	N/A	181	201.80	12	REHAB	1	University City	E10S	84676	N/A
	1228F6	N/A	182	184.79	13	REHAB	6	Clairemont Mesa	E10S	84677	N/A
	1228F6	N/A	183	179.30	9	REHAB	6	Clairemont Mesa	E10S	84678	N/A
SHEET 07	1248E1	N/A	250	329.94	4	REHAB	6	Clairemont Mesa	D11S	81485	N/A
	1248E1	N/A	376	330.49	14	REHAB	6	Clairemont Mesa	D11S	81580	N/A
SHEET 08	1249F2	N/A	44	287.30	16	REHAB	6	Kearny Mesa	I12S	104167	N/A
	1249F2	N/A	48	222.80	19	REHAB	6	Kearny Mesa	I12S	104171	N/A
SHEET 09	1270C3	BARBAROSSA PL	250	428.72	6	REHAB	9	College Area	K17S	117661	N/A
	1270C3	N/A	252	378.09	5	REHAB	9	College Area	K17S	117663	384
SHEET 10	1270B3	REDLAND PL	405	416.05	6	REHAB	9	College Area	K17S	117775	N/A
	1270B3	N/A	419	369.36	5	REHAB	9	College Area	K17S	117787	N/A
SHEET 11	1250E7	N/A	447	802.00	4	REHAB	7	Navajo	L15S	123914	N/A
	1250E7	N/A	448	801.37	5	REHAB	7	Navajo	L15S	123915	N/A
SHEET 12	1268H4	N/A	43	62.80	4	REHAB	3	Uptown	F18S	90578	67
	1268H4	N/A	446	61.09	6	REHAB	3	Uptown	F18S	5185013	67.72
SHEET 13	1268J4	N/A	92	64.10	10	REHAB	3	Uptown	F18S	90618	N/A
	1268J4	N/A	149	110.10	6	REHAB	3	Uptown	F18S	90664	117
SHEET 14	1268J5	N/A	156	269.37	5	REHAB	3	Uptown	F18S	90671	274.97
	1268J5	N/A	171	177.90	4	REHAB	3	Uptown	F18S	90684	182.75
SHEET 16	1269B6	N/A	514	226.12	N/A	ABANDON	3	Uptown	G19S	95847	N/A
	1269B6	N/A	520	N/A	N/A	ABANDON	3	Uptown	G19S	95853	N/A
	1269B6	N/A	521	N/A	N/A	ABANDON	3	Uptown	G19S	95854	N/A
SHEET 17	1289B1	SR-163 SB OFF	67	163.59	8	REHAB	3	Balboa	G21S	96208	N/A
	1289B1	SR-163 SB OFF	68	104.55	14	REHAB	3	Balboa	G21S	96209	N/A
SHEET 18	1269G7	N/A	159	164.50	5	REHAB	9	Mid City-City Heights	I20S	105944	N/A
	1269G7	N/A	160	166.50	8	REHAB	9	Mid City-City Heights	I20S	105945	N/A
	1269G7	N/A	161	197.50	9	REHAB	9	Mid City-City Heights	I20S	105946	N/A
SHEET 19	1269H7	N/A	29	237.12	N/A	REHAB	9	Mid City-City Heights	J20S	111550	N/A
	1269H7	N/A	30	224.12	N/A	REHAB	9	Mid City-City Heights	J20S	111551	N/A
	1269H7	N/A	31	255.12	N/A	REHAB	9	Mid City-City Heights	J20S	111552	N/A
SHEET 20	1290G5	N/A	9	375.74	11	REHAB	4	Skyline-Paradise Hills	M23S	129791	N/A
	1290G5	N/A	10	389.73	6	REHAB	4	Skyline-Paradise Hills	M23S	129792	N/A
	1290G5	N/A	11	383.78	7	REHAB	4	Skyline-Paradise Hills	M23S	129793	N/A
	1290G5	N/A	12	396.06	5	REHAB	4	Skyline-Paradise Hills	M23S	129794	N/A
	1290G5	N/A	15	365.24	6	REHAB	4	Skyline-Paradise Hills	M23S	129797	N/A
	1290G5	N/A	60	425.39	10	REHAB	4	Skyline-Paradise Hills	M23S	129832	N/A
	2390G5	N/A	109	422.88	12	REHAB	4	Skyline-Paradise Hills	M23S	129879	N/A

APPENDIX N

SEWER REHABILITATION EXHIBIT PLAN MAPS

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SD Engineering & Capital Projects

SEWR GROUP 836
 COMMUNITY NAME: RANCHO BERNARDO,
 UNIVERSITY, CLAIREMONT MESA
 COUNCIL DISTRICT: 1, 5 & 6

WBS: B-13232





SENIOR ENGINEER
 ALEX SLEIMAN
 619-380-6590

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

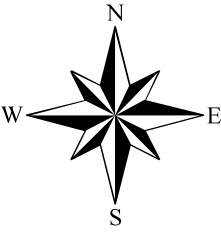
PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

-  REHAB MAIN
-  REPLACE MAIN (SEE DWG# 38144-D FOR REPLACEMENT PORTION OF THIS PROJECT)
-  REHAB MANHOLE
-  SHEET LOCATION

NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.



NOT TO SCALE

KEY MAP **SHEET NO. 01**

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SEWR GROUP 836

COMMUNITY NAME: KEARNY MESA, COLLEGE AREA, NAVAJO
 COUNCIL DISTRICT: 6, 7 & 9

WBS: B-13232






SENIOR ENGINEER
 ALEX SLEIMAN
 619-380-6590

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

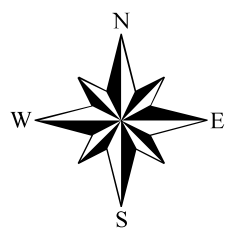
PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

-  REHAB MAIN
-  REPLACE MAIN (SEE DWG# 38144-D FOR REPLACEMENT PORTION OF THIS PROJECT)
-  REHAB MANHOLE
-  POINT REPAIR
-  SHEET LOCATION

NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

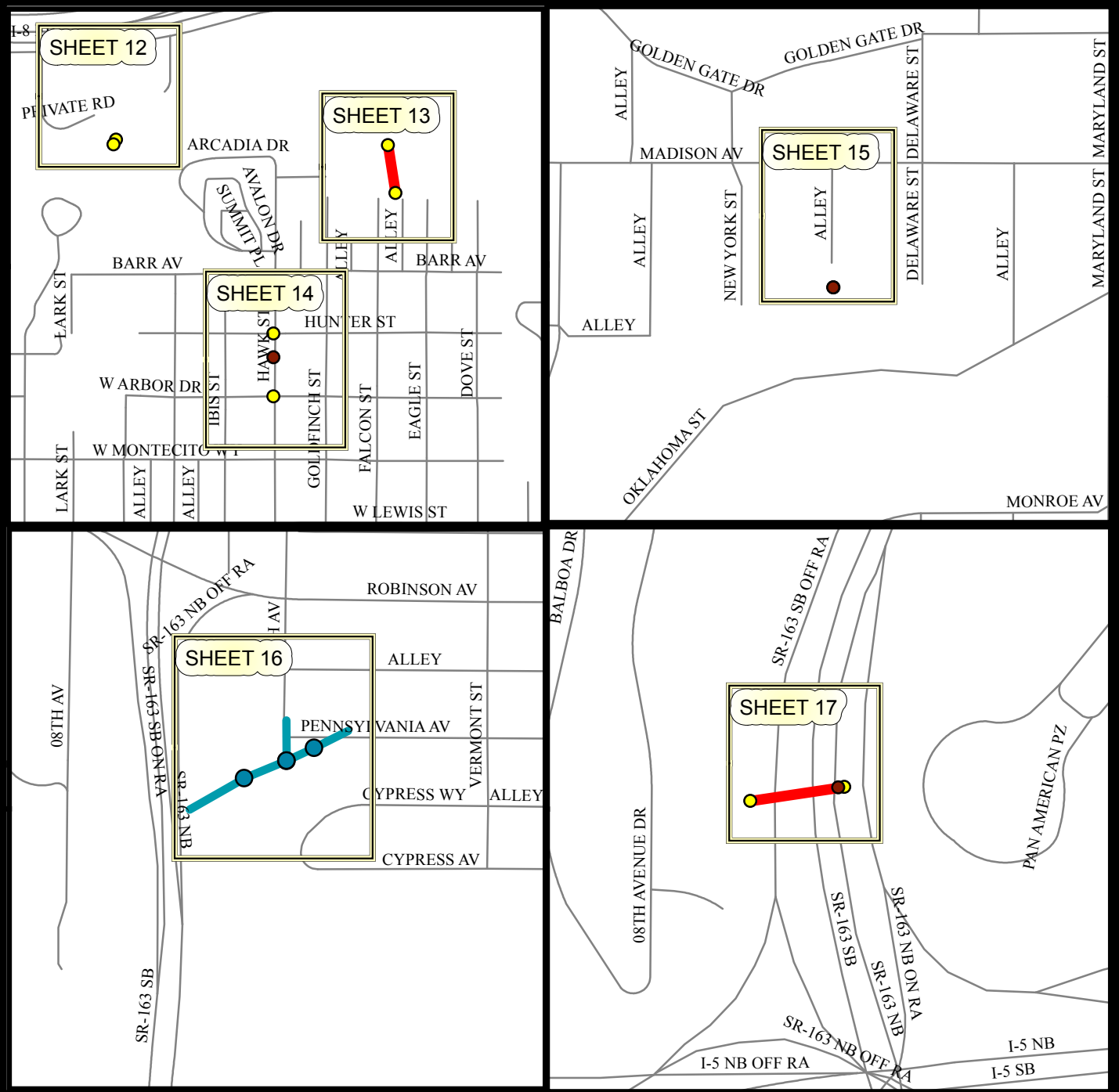


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KEY MAP

SHEET NO. 02

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SD Engineering & Capital Projects

SEWR GROUP 836
 COMMUNITY NAME: UPTOWN
 COUNCIL DISTRICT: 3

WBS: B-13232








SENIOR ENGINEER
 ALEX SLEIMAN
 619-380-6590

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

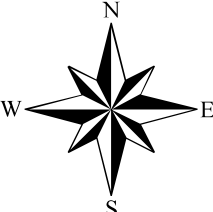
PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

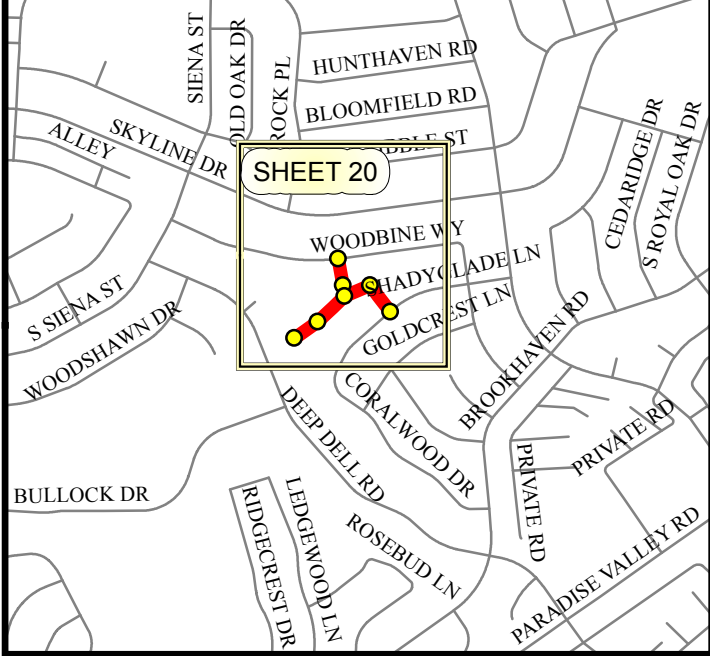
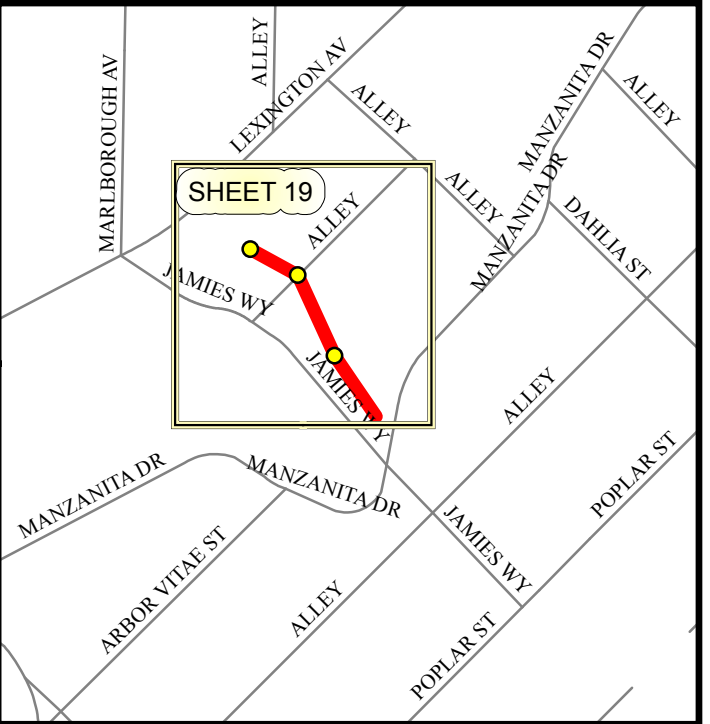
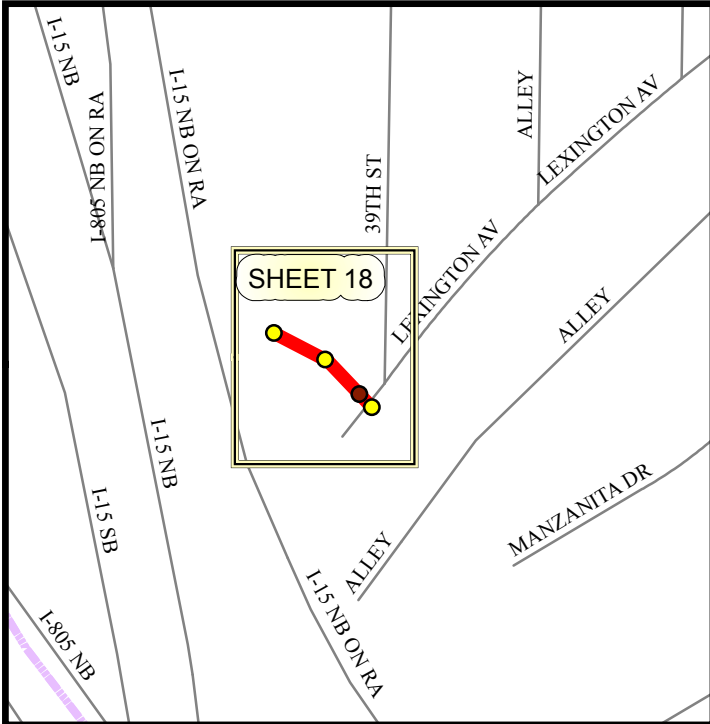
LEGEND:

-  REHAB MAIN
-  ABANDONED MAIN
-  REPLACE MAIN (SEE DWG# 38144-D FOR REPLACEMENT PORTION OF THIS PROJECT)
-  REHAB MANHOLE
-  ABANDONED MANHOLE
-  POINT REPAIR
-  SHEET LOCATION

NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.


 NOT TO SCALE

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Engineering & Capital Projects

SENIOR ENGINEER
ALEX SLEIMAN
619-380-6590





PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

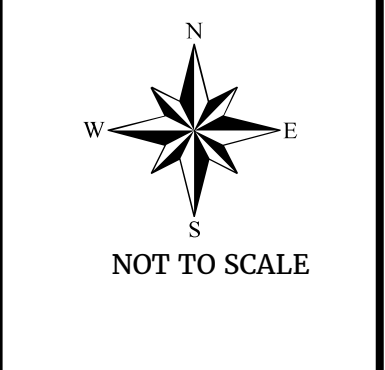
PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

SEWR GROUP 836
COMMUNITY NAME: RESERVE, SKYINE-PRADISE HILLS,
MID-CITY: CITY HEIGHTS
COUNCIL DISTRICT: 2, 4 & 9

WBS: B-13232

- LEGEND:**
-  REHAB MAIN
 -  REPLACE MAIN (SEE DWG# 38144-D FOR REPLACEMENT PORTION OF THIS PROJECT)
 -  REHAB MANHOLE
 -  SHEET LOCATION

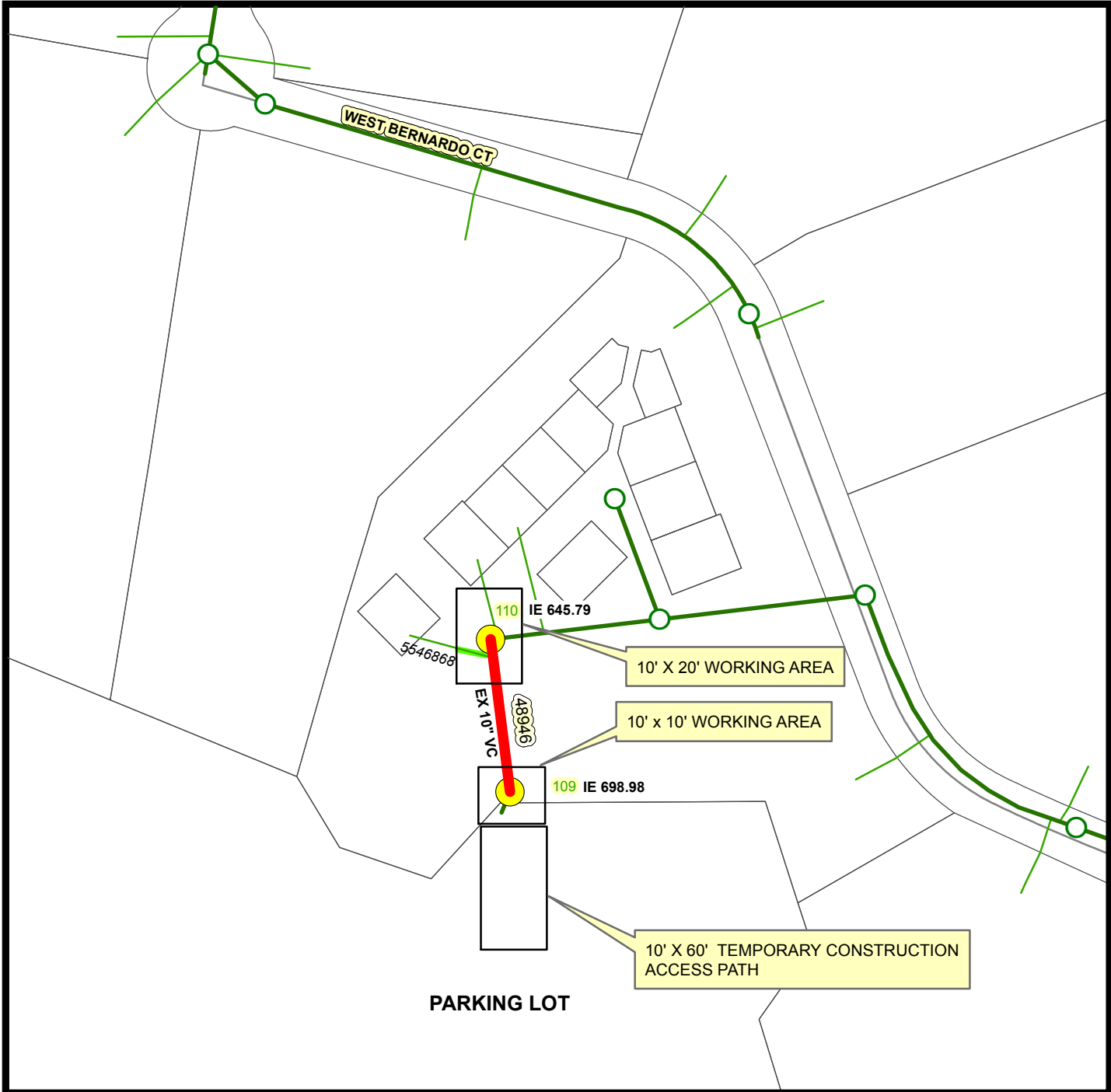


NOTE:
1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

KEY MAP

SHEET NO. 04

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SD Engineering & Capital Projects

SEWER GROUP 836
 COMMUNITY NAME: RANCHO BERNARDO
 COUNCIL DISTRICT: 5

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

- 48946 FSN: FACILITY SEQUENCE NUMBER
- 109 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- LATERALS LINING WITH NEW CLEANOUT MORE THAN 7 FEET DEEP

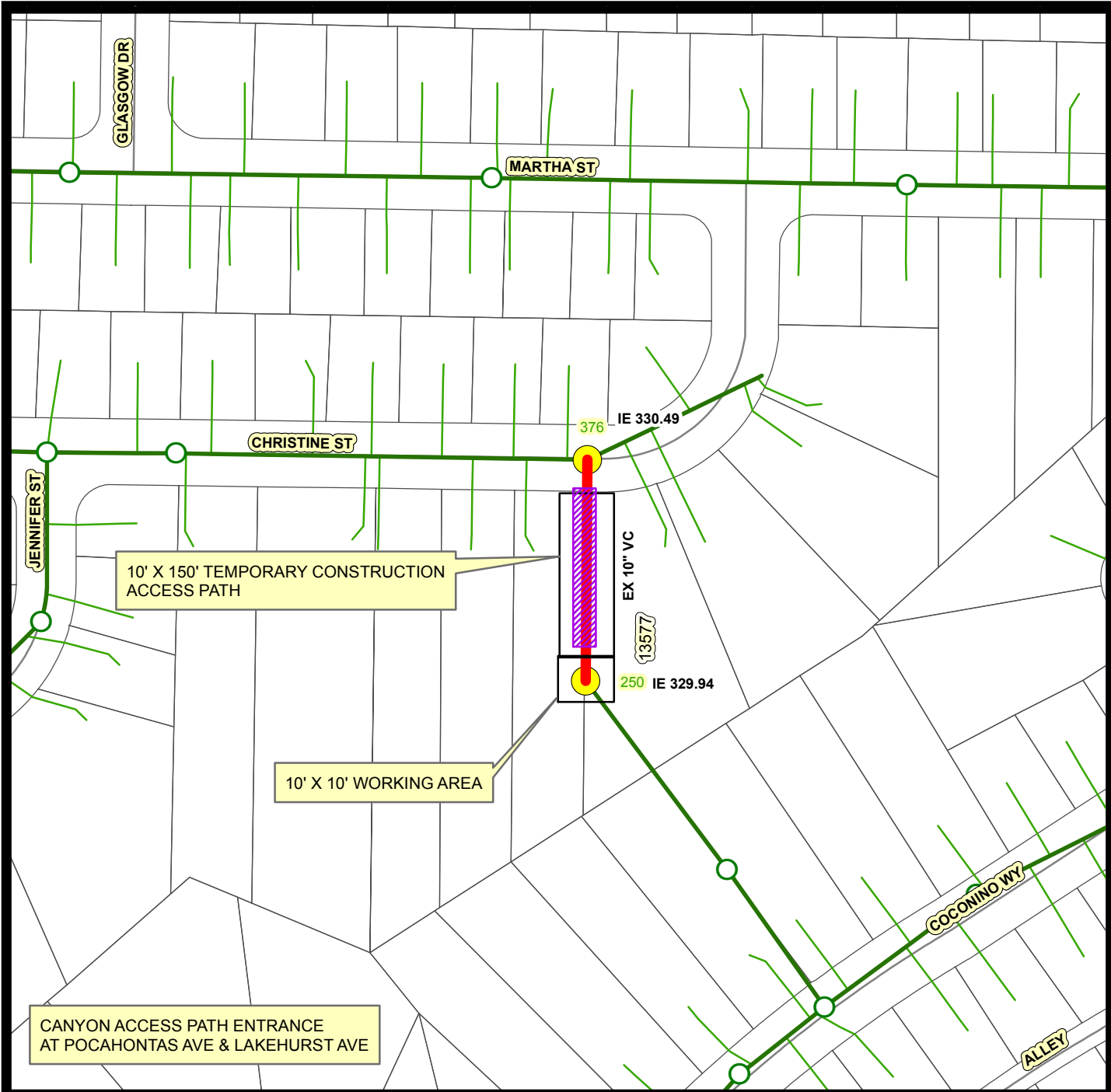
NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 48946 Rehab Plan

SHEET NO. 05

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SEWER GROUP 836
 COMMUNITY NAME: CLAIREMONT MESA
 COUNCIL DISTRICT: 6

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

- 13577 FSN: FACILITY SEQUENCE NUMBER
- 250 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MANHOLE
- REHAB MAIN
- CONCRETE ENCASEMENT

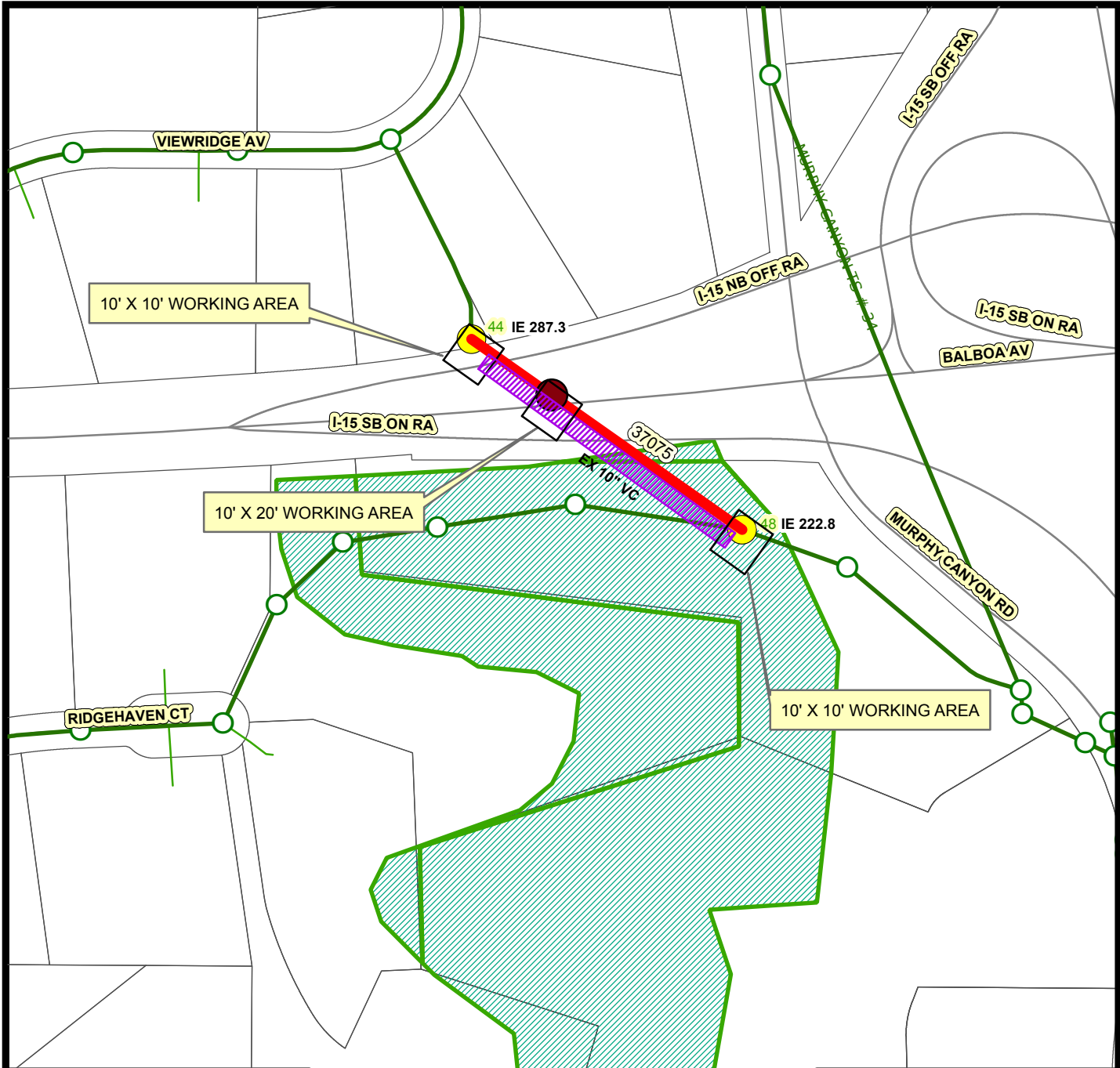
NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 13577 Rehab Plan

SHEET NO. 07

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SEWER GROUP 836
 COMMUNITY NAME: KEARNY MESA
 COUNCIL DISTRICT: 6

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

- 37075 FSN: FACILITY SEQUENCE NUMBER
- 44 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- POINT REPAIR
- MHPA
- CONCRETE ENCASMENT

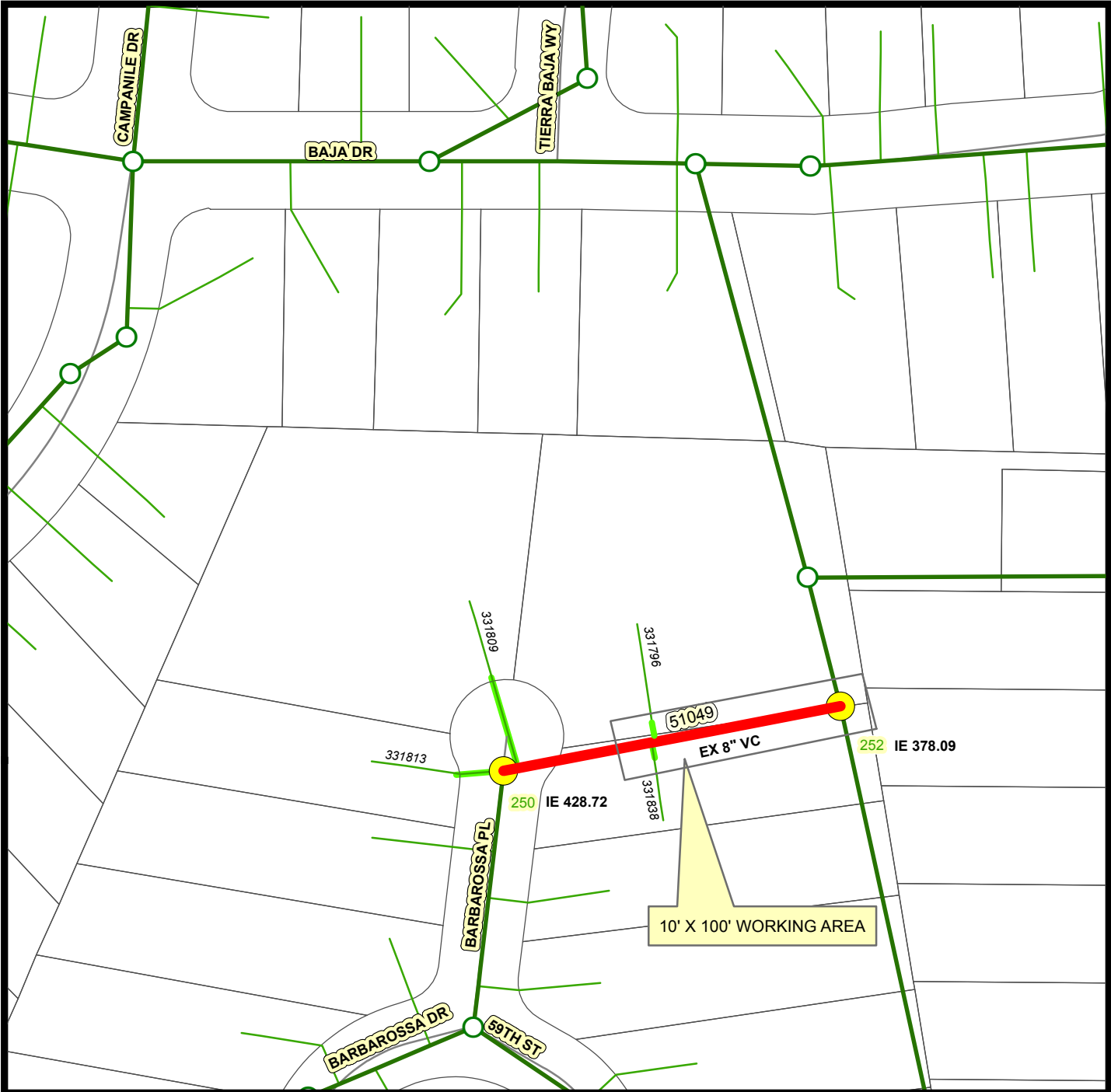
NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 37075 Rehab Plan

SHEET NO. 08

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SEWER GROUP 836

COMMUNITY NAME: COLLEGE AREA
COUNCIL DISTRICT: 9

WBS: B-13232

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

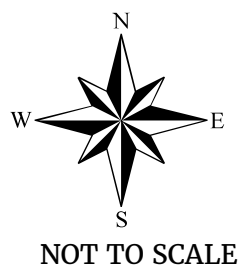
PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

LEGEND:

- 43623 FSN: FACILITY SEQUENCE NUMBER
- 267 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- LATERALS CONNECTION WITH NEW CLEANOUT MORE THAN 7 FEET DEEP

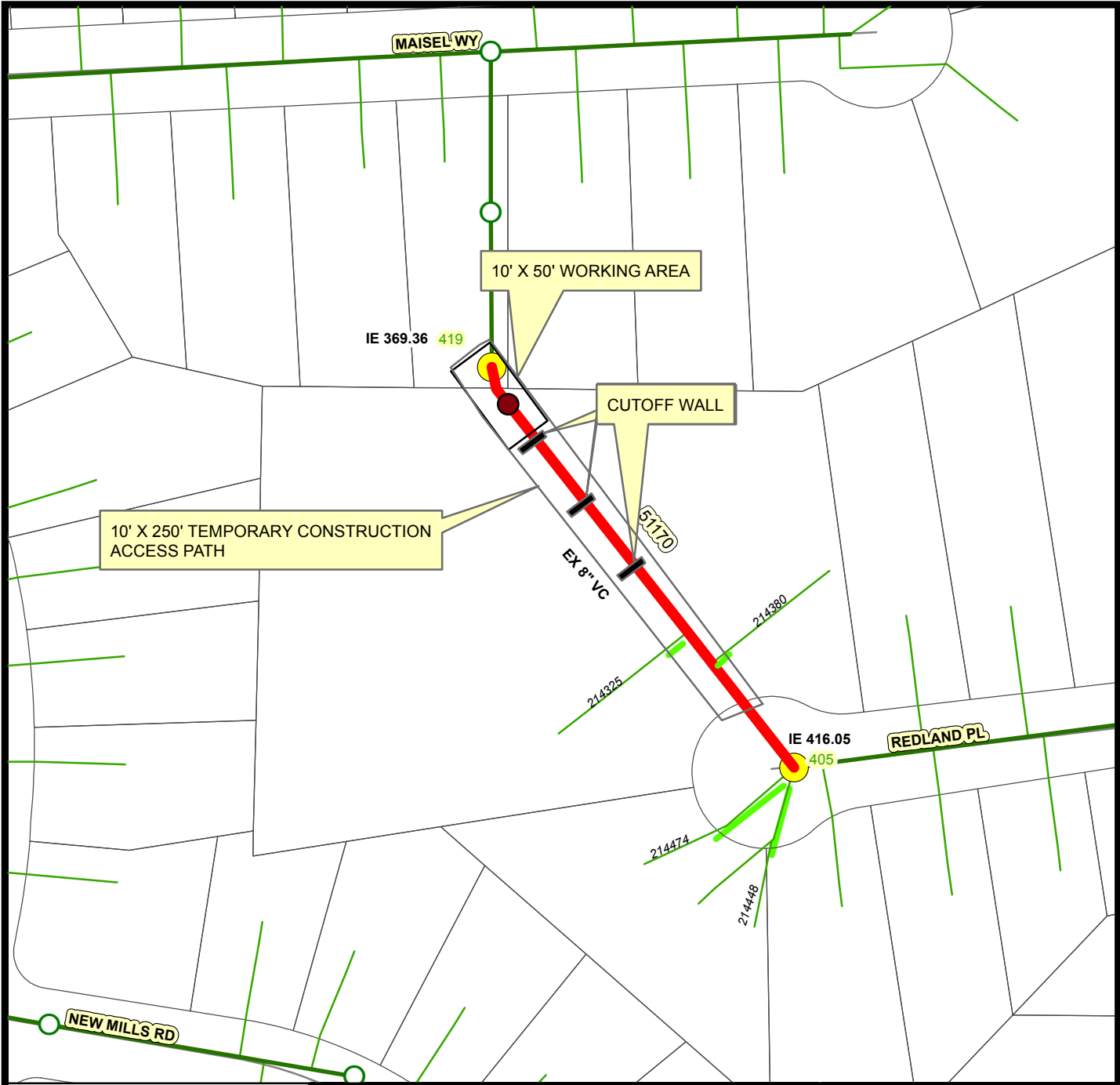
NOTE:
1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.



FSN: 51049 Rehab Plan

SHEET NO. 09

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SEWER GROUP 836
 COMMUNITY NAME: COLLEGE AREA
 COUNCIL DISTRICT: 9

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

- 43623 FSN: FACILITY SEQUENCE NUMBER
- 267 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- POINT REPAIR
- LATERALS CONNECTION WITH NEW CLEANOUT MORE THAN 7 FEET DEEP

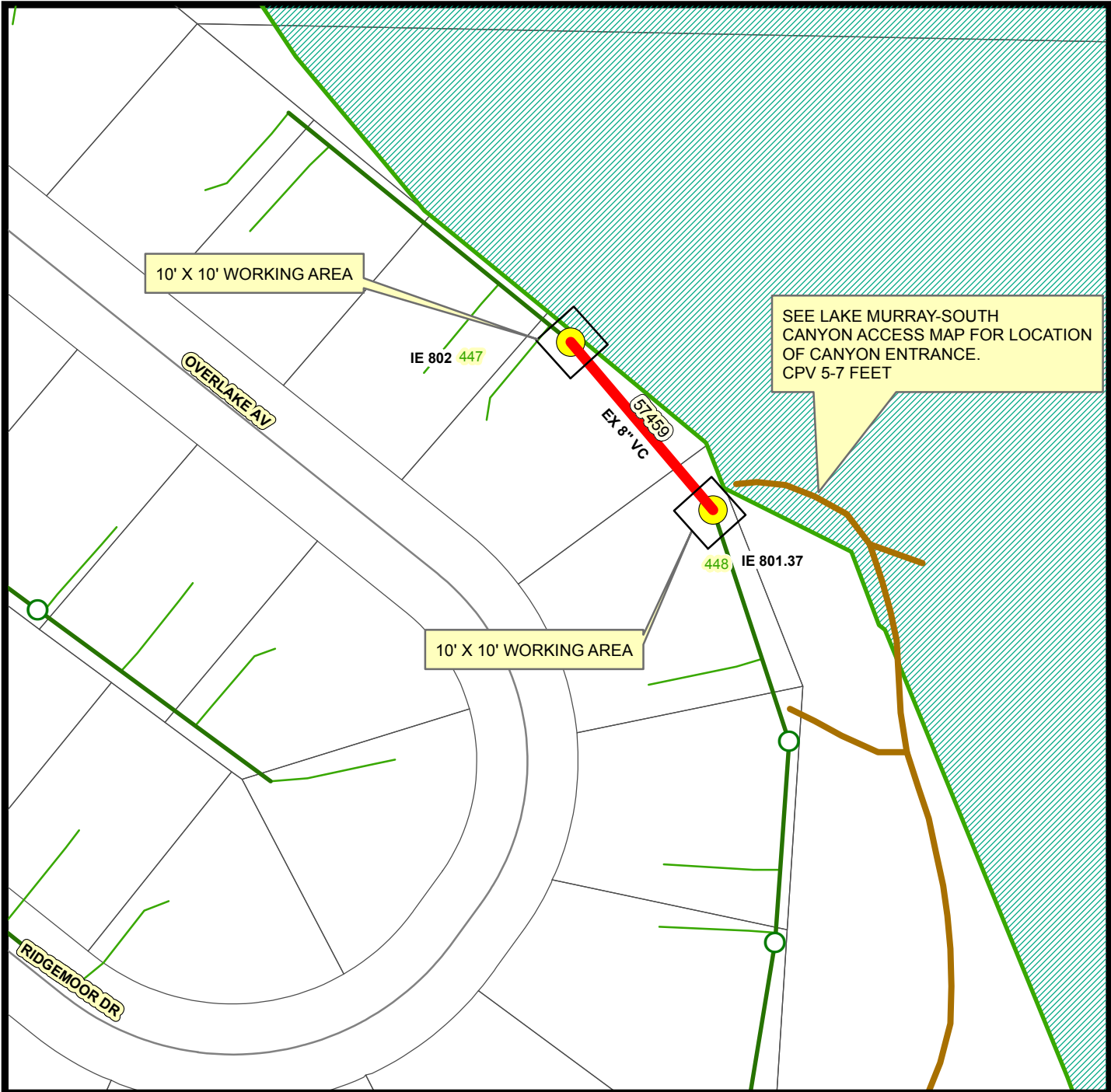
NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 51170 Rehab Plan

SHEET NO. 10

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SEE LAKE MURRAY-SOUTH CANYON ACCESS MAP FOR LOCATION OF CANYON ENTRANCE. CPV 5-7 FEET



SEWER GROUP 836

WBS: B-13232

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

COMMUNITY NAME: NAVAJO
COUNCIL DISTRICT: 7

LEGEND:

- 57459 FSN: FACILITY SEQUENCE NUMBER
- 448 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- MHPA
- CANYON ACCESS PATH

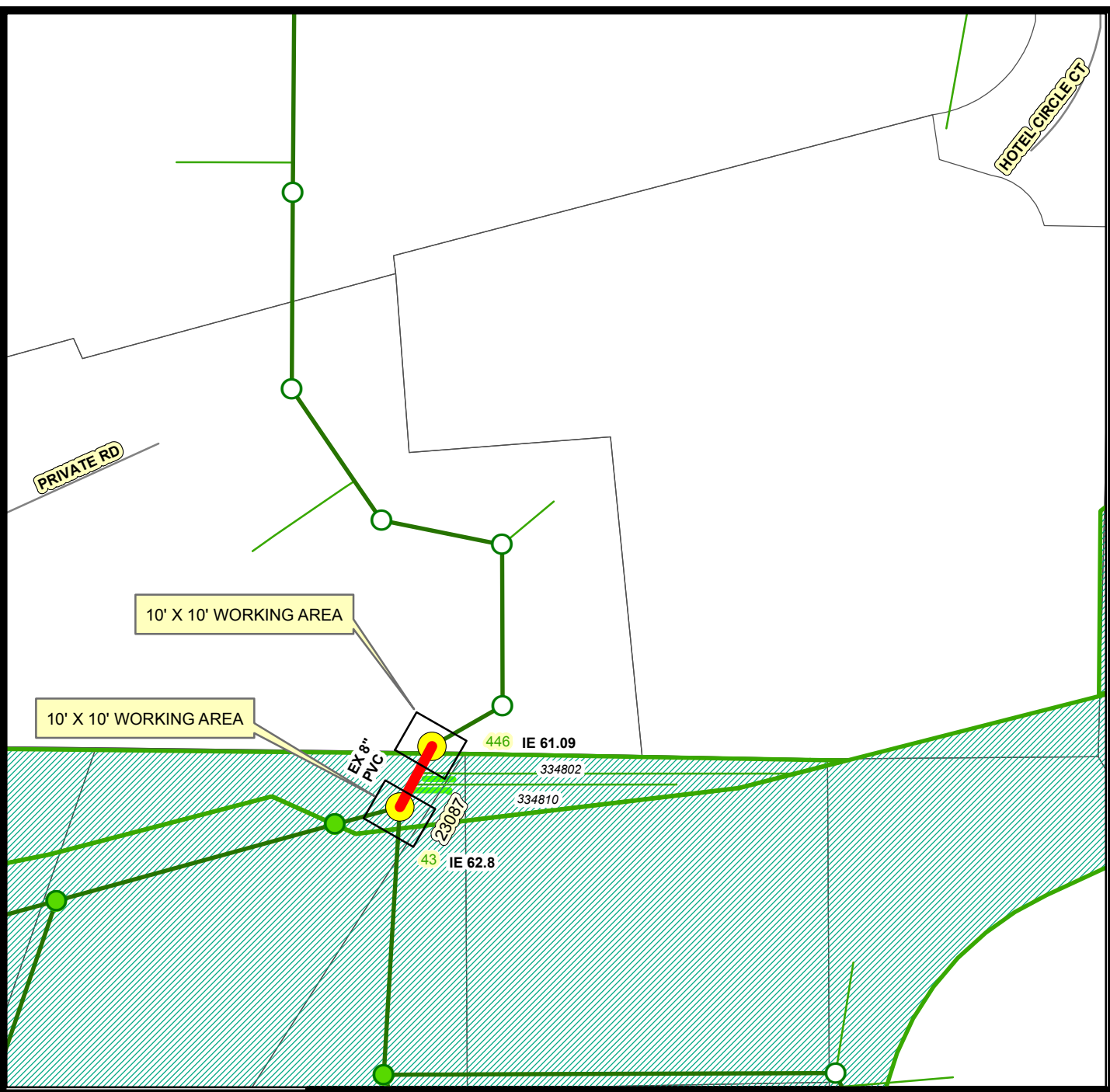
NOTE:
1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 57459 Rehab Plan

SHEET NO. 11

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SD Engineering & Capital Projects

SEWER GROUP 836
 COMMUNITY NAME: UPTOWN
 COUNCIL DISTRICT: 3

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

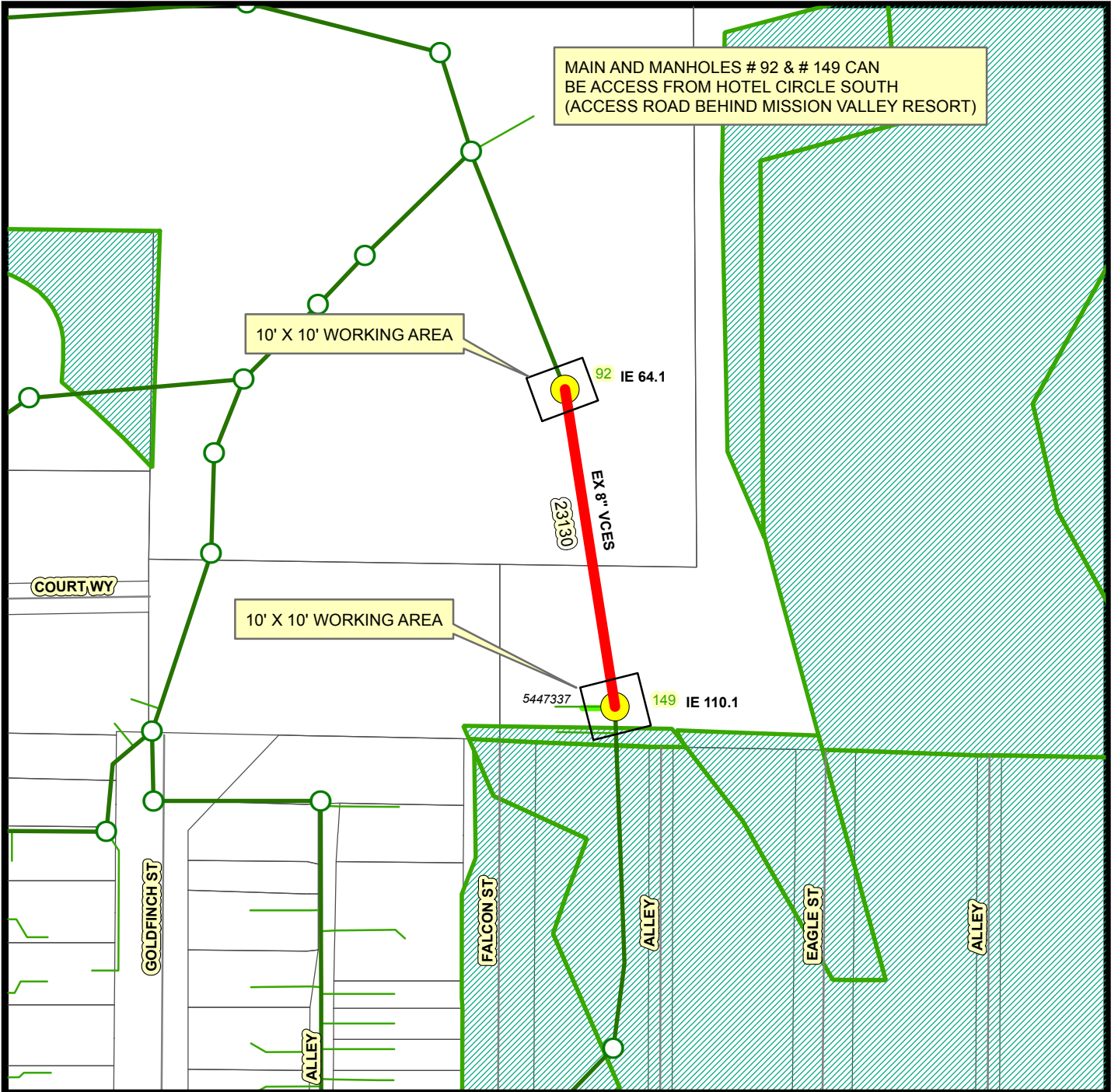
- 57459 FSN: FACILITY SEQUENCE NUMBER
- 448 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- MHPA
- LATERAL CONNECTIONS WITH NEW CLEANOUT LESS THAN 7 FEET

NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 23087 Rehab Plan **SHEET NO. 12**

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SD Engineering & Capital Projects

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

SEWER GROUP 836
COMMUNITY NAME: UPTOWN & MISSION VALLEY
COUNCIL DISTRICT: 3

WBS: B-13232

LEGEND:

- 23130 FSN: FACILITY SEQUENCE NUMBER
- 92 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- MHPA
- LATERALS LINING WITH NEW CLEANOUT MORE THAN 7 FEET DEEP

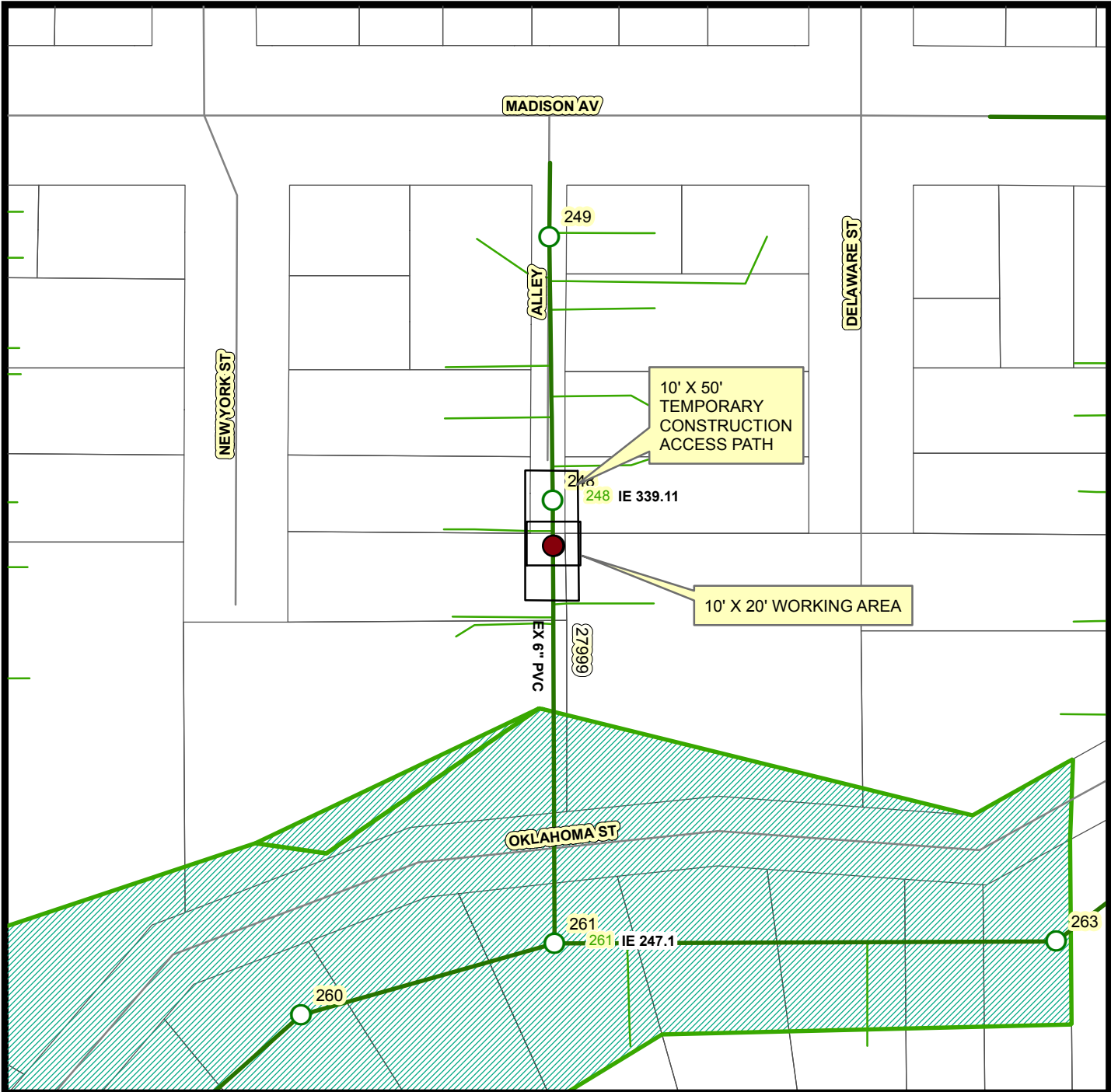
NOTE:
1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 23130 Rehab Plan

SHEET NO. 13

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SD Engineering & Capital Projects

SEWER GROUP 836

WBS: B-13232

COMMUNITY NAME: UPTOWN
COUNCIL DISTRICT: 3

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

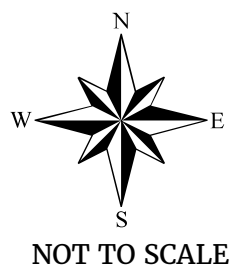
PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

LEGEND:

- 23173 FSN: FACILITY SEQUENCE NUMBER
- 156 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- POINT REPAIR
- MHPA

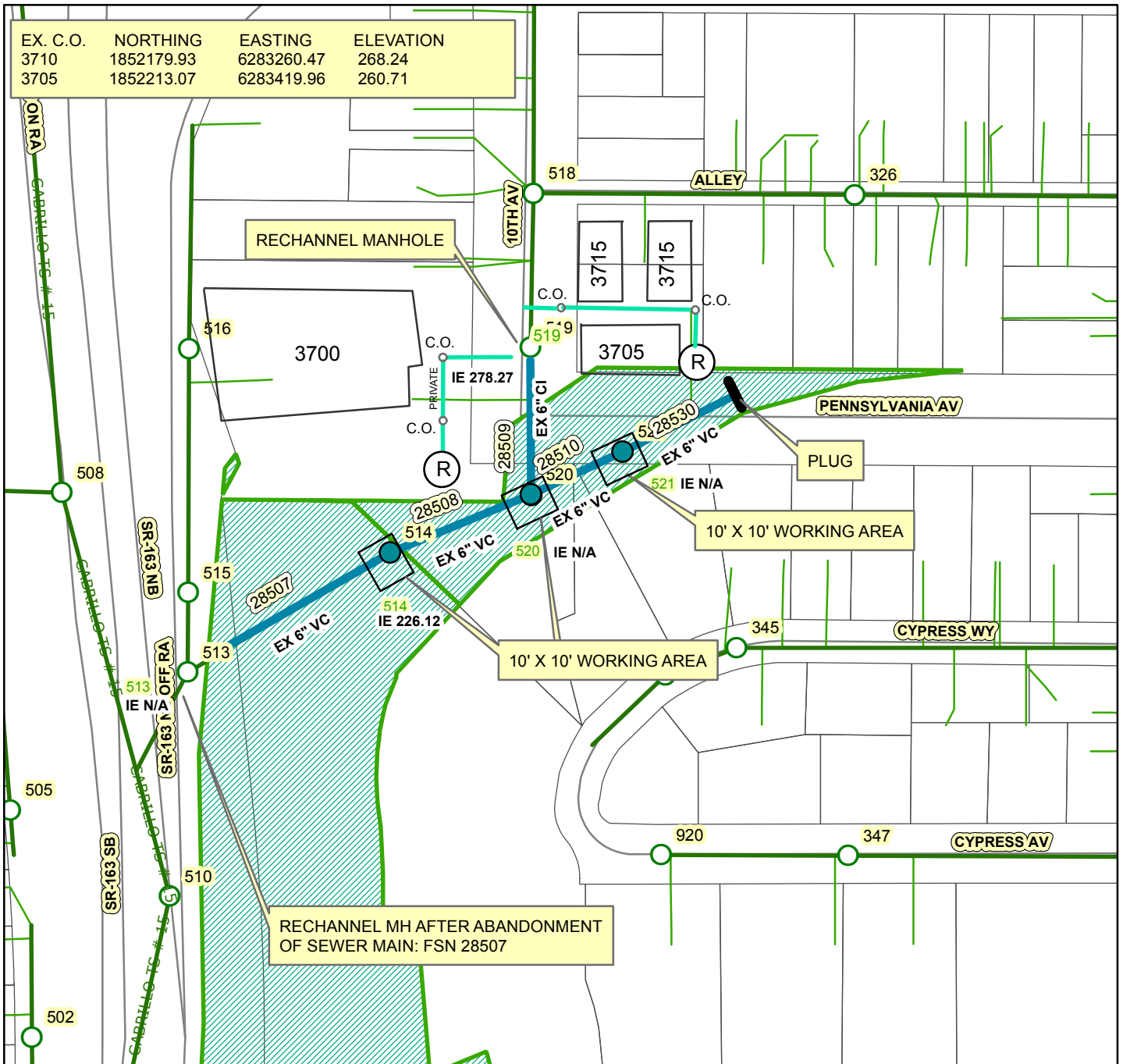


NOTE:
1. MANHOLES OUTSIDE OF R/W SHALL HAVE A LOCKING DEVICE.
2. REPLACE MANHOLE COVER WITH LOCKING DEVICE FOR MH 248.

FSN: 27999 Rehab Plan

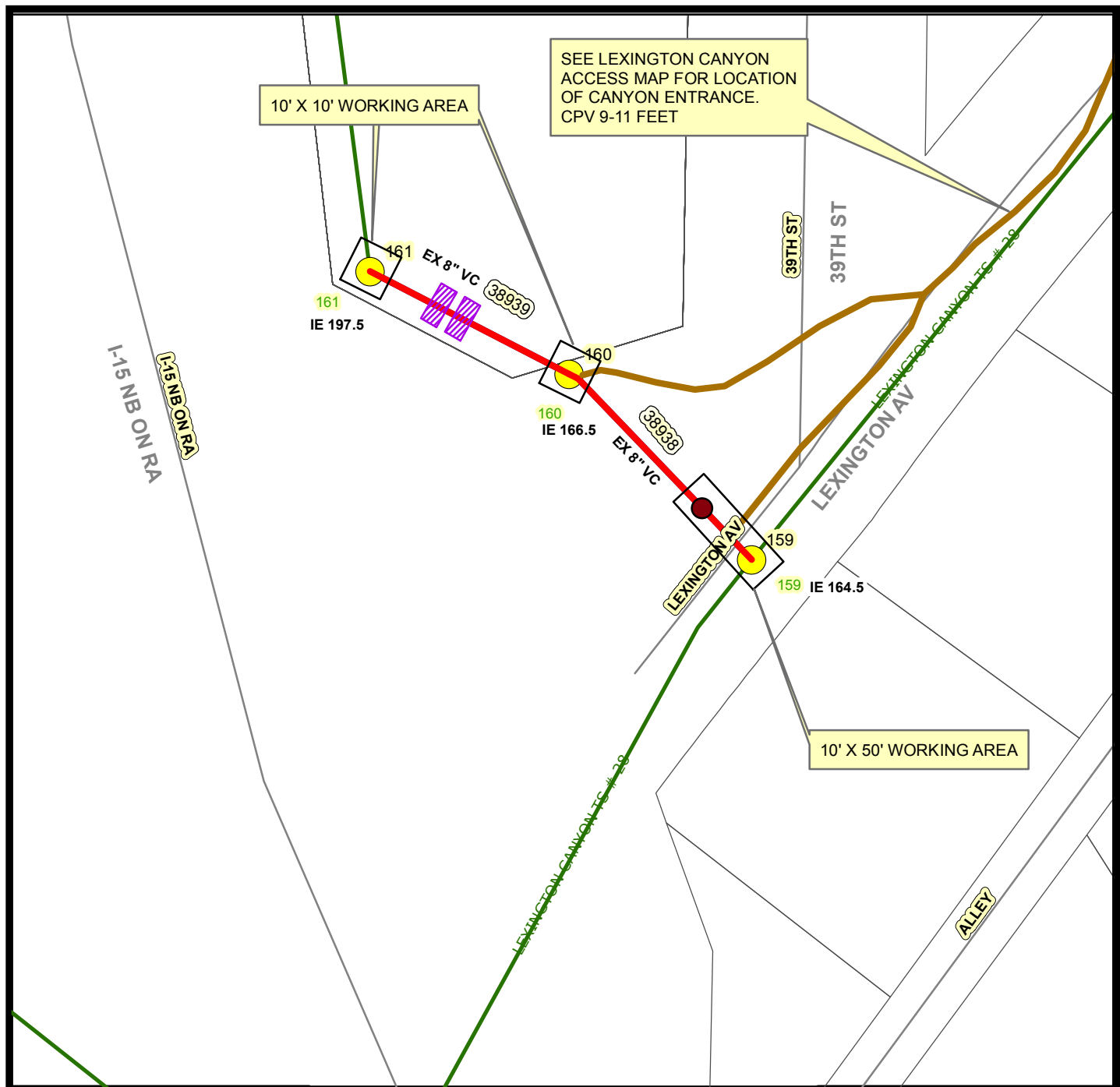
SHEET NO. 15

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	<h3>SEWER GROUP 836</h3> <p>COMMUNITY NAME: UPTOWN COUNCIL DISTRICT: 3</p>	<p>WBS: B-13232</p>
<p>SENIOR ENGINEER ALEX SLEIMAN 619-533-7588</p> <p>PROJECT MANAGER SABEN COCHINWALA 619-533-4661</p> <p>PROJECT ENGINEER CHEOLSAN KIM 619-533-3894</p> <p>DRAFTER CREZ KING 619-533-5137</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> 28509 FSN: FACILITY SEQUENCE NUMBER 519 MANHOLE ID EXISTING MANHOLE & SEWER MAIN ABANDONED MAIN ABANDONED MANHOLE PLUG REPLUMB LATERAL WITH C.O. (SEE SHEET 38144-11-D) MHPA <p>NOTE: 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.</p> <p>FSN: 28509, 28530, 28510, 28508, 28507 Rehab Plan</p>	<p>NOT TO SCALE</p> <p style="font-size: 24pt; font-weight: bold;">SHEET NO. 16</p>

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SD Engineering & Capital Projects

SEWER GROUP 836

COMMUNITY NAME: MID CITY-CITY HEIGHTS
COUNCIL DISTRICT: 9

WBS: B-13232

SENIOR ENGINEER
ALEX SLEIMAN
619-533-7588

PROJECT MANAGER
SABEEN COCHINWALA
619-533-4661

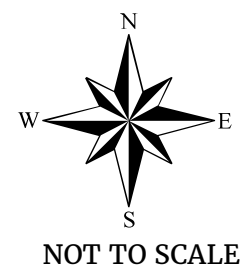
PROJECT ENGINEER
CHEOLSAN KIM
619-533-3894

DRAFTER
CREZ KING
619-533-5137

LEGEND:

- FSN: FACILITY SEQUENCE NUMBER
- MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- POINT REPAIR
- MHPA
- CANYON ACCESS PATH
- CONCRETE ENCASMENT

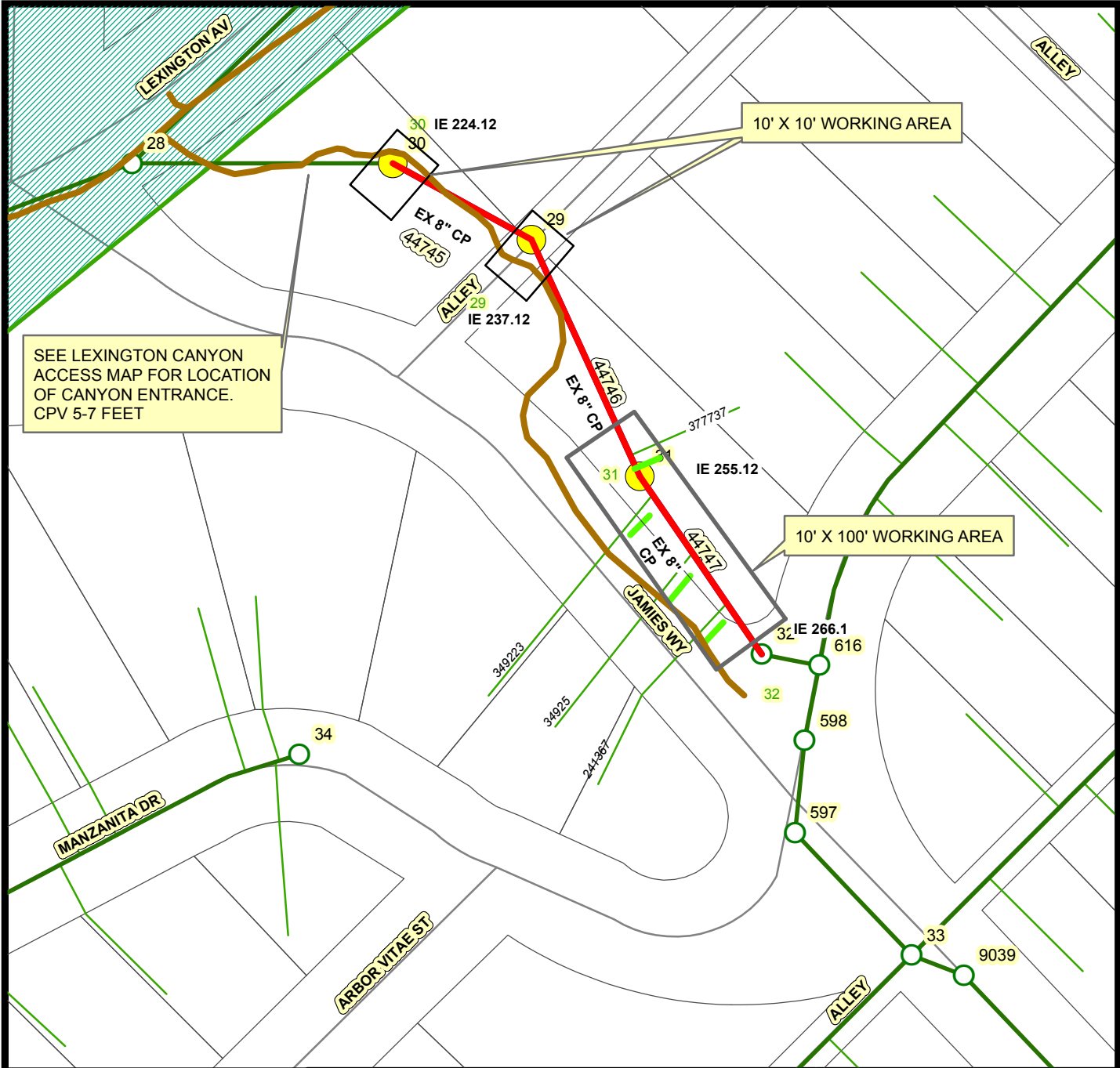
NOTE:
1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.



FSN: 38938, 38939 Rehab Plan

SHEET NO. 18

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SEWER GROUP 836
 COMMUNITY NAME: MID CITY-CITY HEIGHTS
 COUNCIL DISTRICT: 9

WBS: B-13232

SENIOR ENGINEER
 ALEX SLEIMAN
 619-533-7588

PROJECT MANAGER
 SABEEN COCHINWALA
 619-533-4661

PROJECT ENGINEER
 CHEOLSAN KIM
 619-533-3894

DRAFTER
 CREZ KING
 619-533-5137

LEGEND:

- 44747 FSN: FACILITY SEQUENCE NUMBER
- 32 MANHOLE ID
- EXISTING MANHOLE & SEWER MAIN
- REHAB MAIN
- REHAB MANHOLE
- MHPA
- LATERALS LINING WITH NEW CLEANOUT
- MORE THAN 7 FEET DEEP
- CANYON ACCESS PATH

NOTE:
 1. MANHOLES OUTSIDE OF THE R/W SHALL HAVE A LOCKING DEVICE.

NOT TO SCALE

FSN: 44745, 44746, 44747 Rehab Plan SHEET NO. 19

APPENDIX O

PERMITS

NATIONWIDE PERMIT NUMBER(S) NWP 12 Utility Line Activities

1. Nationwide Permit(s) NWP 12 Utility Line Activities Terms:

12. Utility Line Activities. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project. Utility lines: This NWP authorizes discharges of dredged or fill material into waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines, including outfall and intake structures. There must be no change in pre-construction contours of waters of the United States. A utility line is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and internet, radio, and television communication. The term utility line does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area. Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody. Utility line substations: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities. Foundations for overhead utility line towers, poles, and anchors: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible. Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows. This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR part 322). Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit. This NWP authorizes, to the extent that Department of the Army authorization is required, temporary structures, fills, and work necessary for the remediation of inadvertent returns of drilling fluids to waters of the United States through sub-soil fissures or fractures that might occur

during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. These remediation activities must be done as soon as practicable, to restore the affected waterbody. District engineers may add special conditions to this NWP to require a remediation plan for addressing inadvertent returns of drilling fluids to waters of the United States during horizontal directional drilling activities conducted for the purpose of installing or replacing utility lines. This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 32.) (Authorities: Sections 10 and 404) Note 1: Where the utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, a copy of the NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation. Note 2: For utility line activities crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Utility line activities must comply with 33 CFR 330.6(d). Note 3: Utility lines consisting of aerial electric power transmission lines crossing navigable waters of the United States (which are defined at 33 CFR part 329) must comply with the applicable minimum clearances specified in 33 CFR 322.5(i). Note 4: Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills. Note 5: Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15). Note 6: This NWP authorizes utility line maintenance and repair activities that do not qualify for the Clean Water Act section 404(f) exemption for maintenance of currently serviceable fills or fill structures. Note 7: For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities. Note 8: For NWP 12 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the

authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

2. General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in

writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this

permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by

33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee’s right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-

construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the “study river” (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity’s compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity’s adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district

engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the Los Angeles District:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts) to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-54 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the Los Angeles District shall be notified in accordance with General Condition 32 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/Missions/Regulatory/PermitProcess.aspx>. In addition, unless specifically waived by the Los Angeles District, the PCN shall include:

- a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
 - b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings shall follow the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (Feb 2016), or most recent update (available at the South Pacific Division website at: <http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/>);
 - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
 - d. Delineation of aquatic resources in accordance with the current Los Angeles District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at: <http://www.spl.usace.army.mil/Missions/Regulatory/Jurisdictional-Determination/>).
4. Submission of a PCN pursuant to General Condition 32 and Regional Condition 3 shall be required for specific regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites throughout the Los Angeles District as well as intermittent waters within the State of Arizona for any regulated activity that would result in a loss of waters of the United States. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
 - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. EFH Assessment Guidance and other supporting information can be found at: http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html.
 - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.

- d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
 - e. The Murrieta and Temecula Creek watersheds in Riverside County, California for any regulated activity that would result in a loss of waters of the U.S. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
 - f. All waterbodies designated by the Arizona Department of Environmental Quality as Outstanding Arizona Waters (OAWs), within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated OAW, and on tributaries to OAWs within 1600 meters of the OAW (see <http://www.azdeq.gov/index.html>).
 - g. All waterbodies designated by the Arizona Department of Environmental Quality as 303(d)-impaired surface waters, within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated impaired surface water, and on tributaries to impaired waters within 1600 meters of the impaired water (see <http://www.azdeq.gov/index.html>).
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 32 and Regional Condition 3.
 6. Within the Murrieta Creek and Temecula Creek watersheds in Riverside County the use of NWP 29, 39, 42 and 43, and NWP 14 combined with any of those NWP shall be restricted. The loss of waters of the U.S. cannot exceed 0.25 acre. The definition of “loss of waters of the United States” for this regional condition is the same as the definition used for the Nationwide Permit Program.
 7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
 8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWP within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWP are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.

9. Any requests to waive the applicable linear foot limitations for NWP 13, 21, 29, 39, 40 and 42, 43, 44, 51, 52, and 54, must include the following:
 - a. A narrative description of the affected aquatic resource. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks) or Mean High Water Line; a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
 - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 32 and Regional Condition 3;
 - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
 - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

4. Further information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (a) Section 404 of the Clean Water Act (33 U.S.C. 1344).
2. Limits of this authorization.
 - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - (b) This permit does not grant any property rights or exclusive privileges.
 - (c) This permit does not authorize any injury to the property or rights of others.
 - (d) This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - (d) Design or construction deficiencies associated with the permitted work.

- (e) Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - (a) You fail to comply with the terms and conditions of this permit.
 - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



June 10, 2021

Ms. Maya Mazon
City of San Diego
525 B Street
San Diego, California 92101
via EPIMS: mmazon@sandiego.gov

Dear Ms. Mazon:

No Lake or Streambed Alteration Agreement Needed, EPIMS Notification No. EPIMS-SDO-16912-R5, Sewer Group Job 836 Project

The California Department of Fish and Wildlife (CDFW) has reviewed your Lake or Streambed Alteration Notification (Notification) and determined that your project **is** subject to the notification requirement in Fish and Game Code section 1602, including payment of the notification fee.

CDFW has also determined that your project **will not** substantially adversely affect an existing fish or wildlife resource. As a result, you **will not** need a Lake or Streambed Alteration Agreement for your project. You are still responsible for complying with all applicable local, state, and federal laws in completing your work. A copy of this letter and your notification with all attachments should be available at all times at the work site.

Please note that if you change your project so that it differs materially from the project you described in your original notification, you will need to submit a new notification and corresponding fee to CDFW.

Thank you for notifying us of your project. If you have questions regarding this letter, please contact Ms. Kelly Fisher, Environmental Scientist, at (858) 467-4207 or by email at kelly.fisher@wildlife.ca.gov.

Sincerely,

DocuSigned by:

Jennifer Turner
Senior Environmental Scientist (Supervisor)

**GENERAL ORDER FOR CLEAN WATER ACT
SECTION 401 WATER QUALITY CERTIFICATION ACTION
ORDER NO. 2020-0039-EXEC**

Effective Date: March 15, 2021

Reg. Meas. ID: 441304

SWRCB ID: SB20031GN

Program Type: Fill/Excavation

Project: State Water Board Certification and Denial of the Corps' Nationwide Permits (Project)

Applicant: Department of the Army, Corps of Engineers
Applicant Contact: Michael S. Jewell
Chief, Regulatory Division
U.S. Army Corps of Engineers, Sacramento District
1325 J Street
Sacramento, CA 95814-2922
Phone: (916) 557-6605
Email: Michael.S.Jewell@usace.army.mil

State Water Board Staff: Jean Bandura
Environmental Scientist
1001 I Street, 15th floor
Sacramento, CA 95814
Phone: (916) 322-7781
Email: Jean.Bandura@waterboards.ca.gov

State Water Board Contact Person:

If you have any questions, please call State Water Resources Control Board (State Water Board) Staff listed above or (916) 341-5478 and ask to speak with the Wetlands Permitting and Planning Unit Supervisor.

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

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

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- Attachment A Notice of Intent Form and Instructions**
- Attachment B Reporting and Notification Requirements**
- Attachment C 40 CFR Part 121.7 Compliance**
- Attachment D Signatory Requirements**
- Attachment E List of Certified Nationwide Permits**

I. Summary

This State Water Board Clean Water Act section 401 Water Quality Certification action and General Order (General Order), which includes attachments A through E, conditionally certifies 18 and denies 39 of the U.S. Army Corps of Engineers' (Corps) Nationwide Permits (NWP). Certification is granted to NWPs 1, 3(a), 4, 5, 6, 9, 10, 11, 12, 57, 58,¹ 14, 20, 22, 28, 32, 36, and 54, subject to this General Order's terms and conditions. All other NWPs are denied. See Attachment E List of Certified Nationwide Permits. This General Order conditionally certifies or denies the NWPs as described in the Corps' September 15, 2020 proposed NWPs, which is available as docket ID number COE-2020-0002 on the [Federal Register website](https://www.federalregister.gov/documents/2020/09/15/2020-17116/proposal-to-reissue-and-modify-nationwide-permits) (<https://www.federalregister.gov/documents/2020/09/15/2020-17116/proposal-to-reissue-and-modify-nationwide-permits>) (85 Fed. Reg. 57298-57395 (Sep. 15, 2020)). The State Water Board's Certification of the 2017 Nationwide Permits remains in effect until the effective date of the Corps' final Nationwide Permits, which is anticipated in 2021.

II. Findings

1. This Order is adopted pursuant section 401 of the Clean Water Act and the California Porter-Cologne Water Quality Control Act (Cal. Water Code §§ 13000, et seq.). Discharges to waters of the state are prohibited except when in accordance with Water Code section 13264. Notwithstanding any determinations made by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this Order because the General Order also serves as waste discharge requirements in accordance with State Water Board Water Quality General Order No. 2003-0017-DWQ. Discharges to waters of the state are prohibited except when in accordance with Water Code section 13264.
2. Failure to comply with any condition in this General Order shall constitute a violation of the Porter-Cologne Water Quality Control Act and the Clean Water Act. The discharger may then be subject to administrative and/or civil liability pursuant to Water Code section 13385.
3. In the event of any violation or threatened violation of the conditions of this General Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under state and federal law.
4. In response to a suspected violation of any condition of this General Order, the Water Board may require a discharger with authorization under this General Order to furnish, under penalty of perjury, any technical or monitoring reports the Water Board deems appropriate, provided that the burden, including costs, of the reports shall bear a reasonable relationship to the need for the reports and the benefits to be

¹ NWP "C" and "D" were assigned numbers 57 and 58 when the Corps published their final NWPs. This Order was updated to refer to the assigned numbers.

obtained from the reports. The additional monitoring requirements ensure that the permitted dischargers and activities comport with any applicable effluent limitations, water quality standards, and/or other appropriate requirement of state law.

5. The certifying agency may review and revise or revoke (change) a general certification pursuant to California Code of Regulations, title 23, chapter 28, section 3861. Any change to a general certification made by the certifying agency pursuant to this subsection shall not apply to activities subject to a federal license or permit issued before such a change is made. If there are material changes to the NWP's from the version published on September 15, 2020, the State Water Board may consider modifications to this General Order.
6. This General Order and all of its conditions contained herein continue to have full force and effect regardless of the expiration or revocation of any license or permit issued for the project.
7. Notwithstanding the provisions of this General Order, the State Water Board or Regional Water Quality Control Boards (collectively Water Boards) may deny any Notice of Intent (NOI) and instead require a discharger to apply for an individual certification or a certification under another general order. A discharger may choose to apply for an individual water quality certification.
8. This General Order does not provide coverage under the Construction General Permit. As applicable, dischargers shall maintain compliance with conditions described in, and required by, NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002). For ground disturbing activities that do not require enrollment in Order No. 2009-0009-DWQ, project plans included with the NOI shall include appropriate erosion and sediment control measures as described in section VI.B (Stormwater Condition 18) below.
9. This General Order does not authorize any act which results in the taking of a threatened, endangered or candidate species, which is now prohibited, or becomes prohibited in the future, under either the California Endangered Species Act (Fish & G. Code, §§ 2050-2097) or the federal Endangered Species Act (16 U.S.C. §§ 1531-1544). If a "take" will result from any act authorized under this General Order, the discharger must obtain authorization for the take prior to any construction or operation of the portion of the project that may result in a take. The discharger is responsible for meeting all requirements of the applicable endangered species act for the project authorized under this General Order.
10. This General Order does not authorize any activity adversely impacting a significant historical or archeological resource; directly or indirectly destroying a unique paleontological resource or site or unique geologic feature; disturbing any human remains; or eliminating important examples of the major periods of California history or prehistory, unless the activity is authorized by the appropriate historical resources agencies.

11. This General Order includes monitoring and reporting requirements pursuant to Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this General Order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

III. Summary of NWP's

The Corps issues NWP's to authorize certain activities that require Corps permits under section 404 of the Clean Water Act and/or section 10 of the Rivers and Harbor Act of 1899. The NWP's include general conditions that modify, suspend, or revoke NWP's for specific activities or within specific geographic regions. In addition, districts or divisions add other conditions, called regional conditions, to the general conditions. The Corps proposed reissuing 52 existing NWP's, general conditions, and definitions, with modifications, and also proposed authorizing five new NWP's.

IV. Project Location

An individual project authorized by the Water Board under this General Order may occur anywhere within California except as restricted herein. The nine California Regional Water Boards are the: North Coast Regional Water Board, San Francisco Regional Water Board, Central Coast Regional Water Board, Los Angeles Regional Water Board, Central Valley Regional Water Board, Lahontan Regional Water Board, Colorado River Regional Water Board, Santa Ana Regional Water Board and San Diego Regional Water Board (collectively Regional Water Boards). The jurisdictional boundaries of each board can be found on the [State Water Board's map website](https://www.waterboards.ca.gov/waterboards_map.html) (https://www.waterboards.ca.gov/waterboards_map.html).

V. Description of Direct Impacts to Waters of the State

Projects proposed under the Corps' Nationwide Permits cover a wide variety of activities. A complete list of activities, including Corps' supplemental decision documents, is available on the [Federal Register website](https://www.federalregister.gov/documents/2020/09/15/2020-17116/proposal-to-reissue-and-modify-nationwide-permits) for the Nationwide Permits (<https://www.federalregister.gov/documents/2020/09/15/2020-17116/proposal-to-reissue-and-modify-nationwide-permits>) (docket ID number COE-2020-0002).

Direct impacts to waters of the state may include temporary fill activities such as placement of temporary stream crossings, or permanent impacts such as placement of permanent structures in waterways. These activities may result in temporary impacts to water quality, or may result in a permanent loss of waters. Impacts are generally of limited scope individually. To ensure that project impacts do not cumulatively cause adverse impacts to waters or interfere with compliance with water quality standards or

objectives, this certification includes only a subset of those permits as listed in Attachment E.

VI. Conditions

This General Order provides reasonable assurance that projects authorized under this General Order will comply with state and federally approved water quality requirements, provided that the following conditions are adhered to.

A. General Conditions

1. This General Order is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Water Code section 13330, and California Code of Regulations, title 23, chapter 28, Article 6 commencing with section 3867.
2. This General Order is not intended and shall not be construed to apply to any activity involving a hydroelectric facility requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license, unless the pertinent certification application was filed pursuant to subsection 3855(b) of chapter 28, title 23 of the California Code of Regulations, and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
3. This General Order is conditioned upon total payment of any fee required under title 23 of the California Code of Regulations.
 - a. Fees are not required for NWP 1, 4, 9, and 11. An application fee is required for NWP 3(a), 5, 6, 12, 57, 58, 14, 20, 22, 28, 32, and 54 under this General Order. The application fee amount is determined as required by the California Code of Regulations, title 23, sections 3833(b)(3) and 2200(a)(3). Annual fees may apply. Fees are periodically adjusted. Dischargers should confirm the correct fee amount prior to submitting an NOI.
4. **Cumulative Impacts:** Activities permitted under this General Order shall not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
5. **Avoidance and Minimization:** Projects authorized under this General Order shall be designed to avoid and minimize impacts to waters of the state to greatest practicable extent.
6. Permitted actions must not cause a violation of any applicable water quality standards, including impairment of designated beneficial uses for receiving waters as adopted in the water quality control plans by any applicable Regional Water Board or any applicable State Water Board water quality control plan or policy

(including the California Ocean Plan). The source of any such discharge must be eliminated as soon as practicable.

- 7. Site Access:** The discharger shall grant Water Board staff or an authorized representative (including an authorized contractor acting as a Water Board representative), upon presentation of credentials and other documents as may be required by law, permission to:
 - a. Enter upon the project or compensatory mitigation site(s) premises where a regulated facility or activity is located or conducted, or where records are kept.
 - b. Have access to and copy any records that are kept and are relevant to the project or the requirements of this General Order.
 - c. Inspect any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this General Order.
 - d. Sample or monitor for the purposes of assuring General Order compliance.
- 8.** The discharger shall be responsible for work conducted by its consultants, contractors, and any subcontractors. A copy of this General Order shall be provided to any consultants, contractors, and subcontractors working on this project. Copies of this General Order shall remain at the project site from the duration of this General Order. All personnel performing work on the project shall be familiar with the content of this General Order and its posted location at the project site.
- 9.** This General Order shall not apply to projects for which any NWP conditions or regional conditions have been waived by the Corps' District Engineer.
- 10.** This General Order shall not apply to projects for which more than one NWP has been issued by the Corps except as provided in NWPs 12, 57, 58, and 14.
- 11.** This General Order shall not apply to projects requiring compensatory mitigation for permanent impacts to waters except as provided in NWPs 3(a), 12, 57, 58, and 14 and section VI.C.
- 12.** Projects impacting histosols, fens, bogs, peatlands, in wetlands contiguous with fens and vernal pools are prohibited.
- 13. Lake and Streambed Alteration Agreement:** If issued, the discharger shall submit a signed copy of the Department of Fish and Wildlife's lake and streambed alteration agreement to the Water Board prior to any discharge to waters of the state.

B. Construction Conditions

1. All materials and supplies necessary for implementing these construction conditions must be on-site and ready for use at the start of the construction activity and must remain in supply and ready for implementation throughout the construction process. All non-structural best management practice (BMP) materials (e.g., training documents, compliance tracking procedures) must be ready for use at the start of construction.
2. Construction material, debris, rubbish, spoils, soil, silt, sawdust, rubbish, steel, welding slag, welding rods, waste material, waste containers, other organic or earthen material, or any other substances which could be detrimental to water quality or hazardous to aquatic life that is discharged as a result of project related activities shall be prevented from entering waters of the state. Spoils from excavations shall not be stored in waters of the state.
3. Environmentally sensitive areas and environmentally restricted areas, including any avoided waters of the state, must be clearly identified in the field for exclusion prior to the start of construction. Such identification must be properly maintained until construction is completed and the soils have been stabilized. Equipment, materials, or any other substances or activities that may impact waters of the state outside of the limits of project disturbance are prohibited.
4. The number of access routes, number and size of staging areas, and the total area of the activity must be limited to the minimum necessary to achieve the project goal. Routes and work area boundaries must be clearly demarcated.
5. Bridges, culverts, dip crossings, or other structures must be installed so that water and in-stream sediment flow is not impeded. Appropriate design criteria, practices and materials must be used in areas where access roads intersect waters of the state.
6. Temporary materials placed in any water of the state must be removed as soon as construction is completed at that location, and all temporary roads must be removed or re-contoured and restored according to approved re-vegetation and restoration plans.
7. A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary crossing structure.
8. Unless authorized for restoration, material excavated to prepare a site for placement of the permitted fill material must be properly disposed of in an upland area. The disposal site must be located at a sufficient distance away from flowing or standing water such that the excavated material does not erode or move in any way into any water of the state. The disposal area shall be identified in the project NOI.

9. **Topsoil:** For any excavation, including utility line trenches, the top 6 to 12 inches of topsoil shall be removed and stockpiled separately during construction. Following installation, the topsoil shall be replaced and seeded with native vegetation.
10. Any structure, including but not limited to, culverts, pipes, piers, and coffer dams, placed within a stream where fish (as defined in Fish and Game Code section 45) exist or may exist, must be designated, constructed, and maintained such that it does not constitute a barrier to upstream or downstream movement of aquatic life, or cause an avoidance reaction by fish due to impedance of their upstream or downstream movement. This includes, but is not limited to, maintaining the supply of water and maintaining flows at an appropriate depth, temperature, and velocity to facilitate upstream and downstream fish migration. If any structure results in a long-term reduction in fish movement, the discharger shall be responsible for restoration of conditions as necessary (as determined by the Water Board) to secure passage of fish across the structure.
11. **Dust Abatement:** Dust abatement chemicals added to water can be hazardous to wildlife and, if allowed to enter streams, detrimental to water quality. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. Dust abatement products or additives that are known to be detrimental to water quality or wildlife shall not be used, unless specific management needs are documented, and product-specific application plans are approved by Water Board staff.
12. **Use of Mechanized Equipment:** Activities permitted under this General Order shall be conducted in a manner that minimizes ground disturbance, soil compaction, rutting and other mechanical impacts. Equipment shall be operated and maintained in a manner that reduces the risk of spills or the accidental exposure of fuels or hazardous materials to water bodies or wetlands. Appropriate project specific BMPs shall be specified by the discharger and shall be provided as part of the project description included in the NOI.
13. **Piers or Piles:** Piers or piles placed in the stream channel to support a linear transportation structure over a creek channel must be aligned parallel with the direction of flow to prevent erosive eddies.

14. Culvert Replacement and Maintenance

- a. Cured in Place Pipe (CIPP) is prohibited where it could cause detrimental physiological responses to human, plant, animal, or aquatic life, or cause discharges to waters of the state that do not comply with water quality objectives or goals.
- b. Replacement of culverts acting as grade control structures is prohibited. A vertical gap between the outlet of the culvert and the immediate downstream invert of the stream channel indicates that the culvert likely functions as a grade control structure.

- c. Projects proposing to replace culverts must repair any existing scour or headcutting actively discharging sediment, caused by prior culvert design.
- d. The replaced or maintained culvert shall be in alignment with the stream channel upstream and downstream of the culvert.
- e. Any replacement culvert or culvert that is to be left in place by a repair or maintenance project must be placed at a gradient and orientation that will not result in erosional scour at the outlet.
- f. Replacement of a culvert with a similarly sized culvert is allowable only where there is no visual indication that the existing culvert is undersized. Visual indications of undersized culverts include, but are not limited to: sediment aggradation upstream of the culvert; evidence of flow over the top of the culvert (e.g., erosional rills in dirt road surfaces or erosion of shoulders adjacent to paved road surfaces), erosion of the fill cell between the culvert and the road surface, scour pools at the culvert outlet, or erosion of creek banks immediately downstream of the culvert.
- g. Culverts with solid bottoms (e.g., cylindrical culverts or box culverts) may be replaced with arch culverts or free-span bridges, if the existing culvert is not acting as a grade control structure.
- h. The culvert must not be located in a meander bend of the stream channel.
- i. Replacement culverts must be sized to convey a 100-year flow event with debris, without pressurizing flow passing through the culvert. The 100-year flow event should be modeled under climate change projections, if available.

15. Toxic and Hazardous Materials

- a. Activities permitted under this General Order shall not discharge toxic substances in concentrations that produce detrimental physiological responses to human, plant, animal, or aquatic life.
- b. Discharge of unset cement, concrete, grout, damaged concrete spoils, or water that has contacted uncured concrete or cement, or related washout to surface waters, ground waters, or land is prohibited. If concrete washout is necessary at the site, washout containment shall be used to prevent any discharge. Wastewater may only be disposed by delivery to a sanitary wastewater collection system/facility (with authorization from the facility's owner or operator) or a properly licensed disposal or reuse facility.
- c. Appropriate BMPs must be implemented throughout project activities to prevent and control potential leaks/spills/drainage of potentially hazardous materials such as: non-petroleum hydraulic fluid; epoxies; paints and other protective coating materials; cement concrete or asphalt concrete; and washings and cuttings thereof.

- d. Activities permitted under this General Order shall not discharge waste classified as “hazardous” as defined in California Code of Regulations title 22, section 66261 and Water Code section 13173. Appropriate BMPs for hazardous substances shall be included in project plans provided in the NOI. These BMPs shall include, at a minimum:
- i. All personnel handling fuels and other hazardous materials shall be properly trained.
 - ii. Adequate spill prevention and cleanup equipment and materials shall be present on site at all times during project implementation.
 - iii. All mechanized equipment shall be maintained in good operating order and inspected on a regular basis.
 - iv. All on site fuel trucks or fuel containers shall be stored in an area where risk of contamination of water bodies by leaks or spills is minimized.
 - v. All equipment shall be fueled, maintained, and/or parked overnight in an upland area at least 100 feet from any delineated waters of the state.
 - vi. Hazardous materials, including chemicals, fuels, and lubricating oils, shall not be stored within 100 feet of any delineated waters of the state, and shall be stored in appropriate containers with appropriate secondary containment.
 - vii. Pumps or other stationary equipment operating within 100 feet of a waterbody or wetland shall utilize appropriate secondary containment systems to prevent spills.
 - viii. Any spills or leaks of hazardous materials, chemicals, fuels, lubricants or any other potential pollutants shall be promptly and completely treated using appropriate materials and equipment.
 - ix. Spill containment supplies shall be on site in all work areas in sufficient quantities to allow immediate remediation of fuel, oil, hydraulic fluid or similar leaks and spills.
 - x. A staging area for equipment and vehicle fueling and storage shall be designated at least one-hundred (100) feet away from waters of the state, in a location where fluids or accidental discharges cannot flow into waters of the state.

- e. Projects that create new or affect existing wetland areas shall be designed to include features or management measures to reduce the production of methylmercury in the wetland, including minimizing the wetting and drying of soils by keeping wetlands flooded and sediment control measures to reduce the transport of total mercury or methylmercury out of the wetland.

16. Invasive Species and Soil Borne Pathogens

- a. The discharger is responsible for ensuring that all project personnel follow proper weed control practices, and that appropriate weed prevention measures are included in project plans.
- b. Any straw, hay or other unprocessed plant material used for any purpose must be certified or documented as being weed free.
- c. Soil borne pathogens are any nematodes, or any bacterial, protozoan, viral or fungal pathogens that can cause disease or death to native plants, agricultural crops or ornamental plants (e.g., *Phytophthora ramorum*, the cause of sudden oak syndrome, and *Phytophthora lateralis*, the cause of Port Orford cedar root disease). Any equipment entering or leaving the project area from an area of known soil borne pathogen infestation shall be thoroughly cleaned using methods appropriate for the known pathogen before entering or leaving the project area. The fungus that causes Valley Fever, *Coccidioides spp.*, is not considered a soil borne pathogen in this certification.

17. Work in Delineated Waters of the State

- a. Work in waters of the state must not cause or contribute to an exceedance of water quality objectives in the receiving waters. Work in delineated waters commences at the onset of the regulated activity and continues until the activity is finished and all restoration of the affected work area is complete. The term “work” means any ground disturbing activities in any delineated waters of the state that are permitted under this General Order, regardless of the presence or absence of flowing or standing water.
- b. Temporary diversions or impoundments of water, cofferdams, or similar structures installed for the purpose of temporary dewatering work areas may be permitted if the project description provided by the discharger in the NOI includes: (a) an adequate description of the proposed dewatering structures, including design criteria, (b) appropriate BMPs for the installation, operation, maintenance and removal of those structures, and (c) appropriate monitoring for water quality upstream and downstream of diversion structures as required in section VI.D.5 of this General Order.
- c. All surface waters, including ponded waters, shall be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to waters of the state.

- d. Except for the following conditions, equipment must not be operated in standing or flowing waters without site specific approval from Water Board staff:
- i. All construction activities must be effectively isolated from water flows to the greatest extent possible. This may be accomplished by working in the dry season or dewatering the work area in the wet season. When work in standing or flowing water is required, structures for isolating the in-water work area and/or diverting the water flow must not be contaminated by construction activities. All open flow temporary diversion channels must be lined with filter fabric or other appropriate liner material to prevent erosion. Structures used to isolate the in-water work area and/or diverting the water (e.g., coffer dam, geotextile silt curtain) must not be removed until all disturbed areas are stabilized.
 - ii. Cofferdams and water barrier construction must be adequate to prevent seepage into or from the work area to the greatest extent feasible.
 - iii. Flow diversions must be conducted in a manner that prevents pollution and/or siltation and in a manner that restores pre-project flows (except for variation in flows due to seasonality, upstream diversions, etc.) upon completion of the activity. Diverted flows must be of sufficient quality and quantity, and of appropriate temperature, to support existing fish and other aquatic life both above and below the diversion. Diversions must be designed, installed, and maintained to reduce erosion. Pre-project flows must be restored to the affected surface water body upon completion of work at that location.
- e. If groundwater dewatering is required for the project, the discharger shall consult with the Water Board to determine if additional permits are required. If additional Water Board permits relating to dewatering are required, the designated Water Board staff contact identified in the project's Notice of Applicability (NOA) must be notified and copied on pertinent correspondence pertaining to those other required permits.
- f. All temporary dewatering methods shall be designed to have the minimum necessary impacts to waters of the state. All dewatering methods shall be installed such that natural flow is maintained upstream and downstream of the diversion area. Any temporary dams or diversions shall be installed such that the diversion does not cause sedimentation, siltation, or erosion upstream or downstream of the diversion area. All dewatering methods shall be removed immediately upon completion of activities for which diversions are needed.

- g. All temporary dewatering activities are subject to the work-in-water reporting and monitoring conditions presented in sections VI.D below.

18. Stormwater: Dischargers that require enrollment in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ; NPDES No. CAS000002) shall maintain compliance with that Order. Compliance with that Order constitutes compliance with Erosion and Sediment Control Conditions 18.a.i-ii and Stormwater Management Condition 18.b.i-ii, below.

For ground disturbing activities that do not require enrollment in Order No. 2009-0009-DWQ, project plans included with the NOI shall include the appropriate erosion and sediment control and stormwater management conditions described below.

a. Erosion and Sediment Control

- i. No later than 24 hours prior to the start of a likely rain event, the discharger shall ensure that disturbed areas that drain to waters of the state are protected with correctly installed erosion control measures (e.g., jute, straw, coconut fiber erosion control fabric, coir logs, straw, etc.) or revegetated with propagules (seeds, cuttings, divisions) of locally collected native plants. The likely rain event is defined as any weather pattern that is forecast to have a 50 percent or greater probability of producing precipitation in the project area. The discharger shall obtain on a daily basis a printed copy of the precipitation forecast information (and keep for record) from the National Weather Service Forecast Office.
- ii. The timing for installation of the post-construction stormwater BMP subdrains, soils, mulch, and plants shall be scheduled to ensure that the installed bioretention areas do not receive runoff from exposed or disturbed areas that have not been landscaped. The constructed post-project stormwater BMPs shall not receive site runoff until all project landscaping is planted, and effective erosion control measures implemented to ensure that the stormwater features are protected from sediment accumulation.

b. Stormwater Management:

- i. Disturbed areas must be temporarily stabilized to prevent erosion and accidental discharge into waters of the state no later than 24 hours prior to any likely precipitation event. A likely precipitation event is any weather pattern that is forecast to have a 50 percent probability of producing precipitation in the project area, as predicted by the National Weather Service. If commencement of a precipitation event is predicted to begin less than 24 hours after the

forecast is issued, temporary stabilization of the disturbed in-water work areas must begin immediately.

- ii. No individual construction activity that could discharge sediment or other pollutants may be initiated if that activity and its associated erosion control measures cannot be completed prior to the onset of precipitation. After any rain event, the discharger shall inspect all sites currently under construction and all sites scheduled to begin construction within the next 72 hours for erosion and sedimentation problems and take corrective action as needed. Seventy-two hour weather forecasts from the National Weather Service shall be consulted prior to start-up of any phase of the project that may result in sediment-laden runoff to the project site, and construction plans made to meet this condition.

C. Mitigation for Temporary Impacts

1. The discharger shall restore all areas of temporary impacts to waters of the state and all project site upland areas of temporary disturbance which could result in a discharge of waters of the state as described in an approved restoration plan. The restoration plan shall be submitted for written acceptance by Water Board staff with the NOI. The restoration plan shall provide the following: a schedule; plans for grading of disturbed areas to pre-project contours; a planting palette with plant species native to the project area; seed collection location; invasive species management; performance standards; and maintenance requirements (e.g., watering, weeding, and replanting).
2. In cases where implementation actions in the restoration plan cannot be reasonably conducted within one year, or where the adverse temporary impacts result in temporary loss of aquatic resource function(s), the discharger may be required to provide compensatory mitigation to offset temporal loss of waters of the state. Examples of additional mitigation include, but are not limited to, enhancement activities such as increasing the presence of native species and reducing dominance of non-native/invasive species, native willow stalking, planting of native riparian vegetation and trash removal.
3. The Water Board may extend the monitoring period beyond requirements of the restoration plan upon a determination by Water Board staff that the performance standards have not been met or are not likely to be met within the monitoring period.

D. Notifications and Reports

The following notifications and reports are required, as applicable:

1. **Accidental Discharges of Hazardous Materials.**² Following an accidental discharge of a reportable quantity of hazardous material, sewage, or an unknown material, the following applies (Wat. Code § 13271):
 - a. As soon as (A) discharger has knowledge of the discharge or noncompliance, (B) notification is possible, and (C) notification can be provided without substantially impeding cleanup or other emergency measures then:
 1. First call – 911 (to notify local response agency)
 2. Then call – Office of Emergency Services (OES) State Warning Center at: (800) 852-7550 or (916) 845-8911
 3. Lastly, follow the required OES procedures as set forth in:
[http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill Booklet Feb2014 FINAL BW Acc.pdf](http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES-Spill%20Booklet%20Feb2014%20FINAL%20BW%20Acc.pdf)
 - b. Following notification to OES, the discharger shall notify the Water Board, as soon as practicable (ideally within 24 hours). Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.
 - c. Within five (5) working days of notification to the Water Board, the discharger must submit an Accidental Discharge of Hazardous Material Report to the Water Board.
2. **Violation of Compliance with Water Quality Standards:** The discharger shall notify the Water Board of any event causing a violation of compliance with water quality standards. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.
 - a. Examples of noncompliance events include: lack of storm water treatment following a rain event, discharges causing a visible plume in a water of the state, and water contact with uncured concrete.

² “Hazardous material” means any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. “Hazardous materials” include, but are not limited to, hazardous substances, hazardous waste, and any material that a handler or the administering agency has a reasonable basis for believing that it would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment. (Health and Saf. Code § 25501.)

- b. This notification must be followed within (3) working days by submission of a Violation of Compliance with Water Quality Standards Report.

3. In-Water Work:

- a. The discharger shall notify the Water Board at least forty-eight (48) hours prior to initiating work in flowing or standing water or stream diversions. Notification may be via telephone, e-mail, delivered written notice, or other verifiable means.
- b. Within three (7) working days following completion of in-water work or stream diversions, an In-Water Work/Diversions Water Quality Monitoring Report must be submitted to the Water.

4. Modifications to Project: The discharger shall give advance notice to the Water Board if project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state or federal regulatory authority by submitting a Modifications to Project Report. The discharger shall inform the Water Board of any project modifications that will interfere with the compliance with this General Order.

5. Water Quality Monitoring

- a. **General:** In work areas during construction, visual monitoring shall be conducted to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete).
- b. **Accidental Discharges/Noncompliance:** Upon occurrence of an accidental discharge of hazardous materials or a violation of compliance with a water quality standard, the Water Board may require water quality monitoring based on the discharge constituents and/or related water quality objectives and beneficial uses.
- c. **In-Water Work or Diversions:** For projects involving planned work in water or stream diversions, a water quality monitoring plan shall be submitted to the Water Board for acceptance at least 30 days in advance of any discharge to the affected water body. Water quality monitoring shall be conducted in accordance with the approved plan.
- d. **Post-Construction:** If the proposed project includes ground disturbance, the discharger shall visually inspect the project site during the rainy season (October 1 – April 30) until a Notice of Completion is issued to ensure excessive erosion, stream instability, or other water quality pollution is not occurring in or downstream of the project site. If water quality pollution is occurring, the discharger shall contact the Water Board staff member overseeing the project within three (3) working days. The Water Board may require the submission of a Violation of Compliance with Water Quality

Standards Report. Additional permits may be required to carry out any necessary site remediation.

E. Application for Coverage and Termination

The following sections describe the reporting and notification types and timing of submittals. Requirements for the content of these reporting and notification types are detailed in Attachment B, including specifications for photo and map documentation. Written reports and notifications must be submitted using the Reporting and Notification Cover Sheet located in Attachment B, which must be signed by the legally responsible person or authorized representative.

1. Request for Authorization. The administrative process for authorization by this General Order varies according to NWP, as follows:

- a.** Dischargers shall submit an NOI for certification under NWPs 3(a), 5, 6, 12, 57, 58, 14, 20, 22, 28, 32, 36, and 54 at least 45 days before any project activity. The NOI shall describe all proposed direct project impacts and project design steps taken to first avoid, and then minimize, impacts to waters of the state to the maximum extent practicable. The NOI shall also include a delineation of impact sites. The NOI must also comply with the instructions set forth in Attachment A.
- b.** Other than the accidental discharge of hazardous materials reporting, dischargers with projects authorized under NWPs 1, 4, 9, 10, and 11 need not submit other notifications or reports to the Water Board identified in this General Order. Dischargers shall comply with all other applicable General Order conditions.

2. All document submittals shall comply with the signatory requirements set forth in Attachment D of this General Order.

3. Project Status Notifications

- a. Commencement of Construction:** The discharger shall submit a Commencement of Construction Notice at least seven (7) days prior to start of initial disturbance activities.
- b. Request for Notice of Project Complete Letter:** This request shall be submitted to the Water Board within thirty (30) days following completion of all project activities including post-construction monitoring of restoration sites. Upon approval of the request, the Water Board shall issue a Notice of Project Complete Letter to the discharger. Annual fees will be terminated concurrent with the date of the Project Complete Letter.

4. Project Reporting

- a. **Annual Reporting:** If required in the NOA, the discharger shall submit an Annual Report each year on the date specified in the NOA. Annual reporting shall continue until a Notice of Project Complete Letter is issued to the discharger. The discharger shall provide at least one annual report, in the event the project is completed in less than one year.

5. Transfer of Property Ownership: Authorization by this General Order is not transferable in its entirety or in part to any person or organization except after notice to the Water Board in accordance with the following terms:

- a. The discharger must notify the Water Board of any change in ownership or interest in ownership of the project area by submitting a Transfer of Property Ownership Report. The discharger and purchaser must sign and date the notification and provide such notification to the Water Board at least 10 days prior to the transfer of ownership. The purchaser must also submit a written request to the Water Board to be named as the discharger in a revised order.
- b. Until such time as this Order has been modified to name the purchaser as the discharger, the discharger named on the NOI shall continue to be responsible for all requirements set forth in this Order.

6. Transfer of Long-Term Best Management Practices Maintenance: If maintenance responsibility for post-construction best management practices is legally transferred, the discharger must submit to the Water Board a copy of such documentation and must provide the transferee with a copy of a Long-Term Best Management Practices Maintenance Plan that complies with manufacturer or designer specifications. The discharger must provide such notification to the Water Board with a Transfer of Long-Term Best Management Practices Maintenance Report at least 10 days prior to the transfer of best management practices maintenance responsibility.

F. Nationwide Specific Impact Size Limits

1. NWP 3(a) – Maintenance; and NWP 14 – Linear Transportation Projects: Total impacts (temporary plus permanent) and permanent impacts to waters of the state are subject to the project size limits and restrictions below. This General Order does not authorize any activities seeking coverage under NWP 3 category (b) (removal of accumulation of sediments and debris), or NWP 3 category (c) (temporary structures, fills, and work necessary to conduct maintenance activity).

a. Individual Project Impact Size Limits to Waters of the State:

- i. **Permanent Impact Acreage:** The project shall not result in more than one hundredth (0.01) of an acre of permanent impacts to waters of the state.

- ii. **Total Impact Acreage:** The project shall not result in more than two-tenths (0.2) of an acre of total impacts to waters of the state.
 - iii. **Permanent Impact Length:** The project shall not result in more than 100 linear feet of permanent impacts to waters of the state.
 - iv. **Total Impact Length:** The project shall not result in more than 300 linear feet of total impacts to waters of the state.
2. **NWP 12 – Oil or Natural Gas Pipeline Activities; NWP 57 – Electric Utility Line and Telecommunication Activities; and NWP 58 – Utility Line and Activities for Water and Other Substances:** Temporary and permanent impacts to waters of the state are subject to the project size limits and restrictions below.

a. Individual Project Impact Size Limits to Waters of the State:

- i. **Permanent Impact Acreage:** The project shall not result in more than five thousandths (0.005) of an acre of permanent impacts to waters of the state.
- ii. **Temporary Impact Acreage:** The project shall not result in more than one half (0.5) of an acre of total impacts to waters of the state.
- iii. **Permanent Impact Length:** The project shall not result in more than 50 linear feet of permanent impacts to waters of the state.
- iv. **Temporary Impact Length:** The project shall not result in more than 400 linear feet of total impacts to waters of the state.

G. Nationwide Specific Compliance

1. **NWP 3(a) – Maintenance:** This General Order authorizes impacts resulting from the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, subject to the size limits in section VI.F.1 and all other applicable General Order conditions, including:

a. NWP 3(a) Prohibitions:

- i. **Lahontan Water Board:** Any NWP 3(a) activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.
- ii. **Riparian Vegetation:** Repair, rehabilitation, or replacement is only authorized when trimming of riparian vegetation does not result in significant adverse effects to water quality, or impair beneficial uses.

- iii. **Riparian Tree Removal:** If a project involves removal of riparian trees list the following information on the project NOI form for each adult tree proposed for removal: species; common name; diameter breast height; and whether part of the riparian understory or overstory. Any tree removal that results in adverse effects to water quality is prohibited.
- iv. **Roads:** Maintenance of access roads under this General Order shall be confined to the previously existing road prism, except for minor, targeted widening or improvements. Grading of throughput roads (any road having a running surface lower than the surrounding terrain on both sides of the road) is prohibited.
- v. **Armoring Facilities:** Placement of in-stream armor above streambed elevation is prohibited, except as otherwise authorized by the Water Boards.
- vi. **Gabions:** Use of gabions (“rock gabions” and similar wire basket structures) in waters of the state is prohibited.
- vii. **Riprap Installation:** New riprap installed as part of the maintenance of existing structures shall not increase the footprint of the structure in jurisdictional waters by more than 15 percent or place new fill across the complete width of the active channel in a manner that creates a new grade control structure in the channel.
- viii. **Grouted Riprap:** Use of grouted riprap in waters of the state is prohibited.
- ix. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited.

b. NWP 3(a) Compensatory Mitigation Requirements: Compensatory mitigation is required to offset permanent impacts to waters of the state, unless the discharger has demonstrated that the project authorized by this General Order was designed to restore or improve the ecological function of the impacted aquatic resource. When compensatory mitigation is required, the discharger shall provide the following:

- i. A draft compensatory mitigation plan at a level of detail sufficient to accurately evaluate whether compensatory mitigation offsets the adverse impacts attributed to the project considering the overall size and scope of impact.
- ii. Compensatory mitigation at a minimum of a one-to-one mitigation ratio, measured in area or length. The Water Board will require a higher overall mitigation ratio where necessary to ensure replacement of lost aquatic resource functions.

- iii. Subject to Water Board approval, the mitigation may be satisfied using any of the following compensatory mitigation methods: restoration, enhancement, establishment, and/or preservation.³
- iv. Compensatory mitigation shall be provided through a mitigation bank or in-lieu fee program, where feasible. If no mitigation bank or in-lieu fee program options are available, mitigation may be provided through on-site or off-site permittee responsible mitigation, subject to Water Board approval.
- v. No discharge of dredged or fill material to waters of the state shall occur prior to Water Board approval of a final mitigation plan.

2. NWP 12 – Oil or Natural Gas Pipeline Activities: This General Order authorizes the following activity types only when associated with the construction, maintenance, or repair of oil or natural gas pipelines. This General Order authorizes projects for which one or more NWP 12 has been authorized subject to the size limits in section VI.F.2 and all other applicable General Order conditions, including:

a. NWP 12 Prohibitions:

- i. **Lahontan Water Board:** Any NWP 12 activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.
- ii. **Riparian Vegetation:** Repair, rehabilitation, or replacement is only authorized when trimming of riparian vegetation does not result in significant adverse effects to water quality, or impair beneficial uses.
- iii. **Riparian Tree Removal:** If a project involves removal of riparian trees list the following information on the project NOI form for each adult tree proposed for removal: species; common name; diameter breast height; and whether part of the riparian understory or overstory. Any tree removal that results in adverse effects to water quality is prohibited.
- iv. **Roads:** Maintenance of access roads under this General Order shall be confined to the previously existing road prism, except for minor, targeted widening or improvements. Grading of throughcut

³ Restoration should generally be the first option considered because the likelihood of success is greater and the impacts to potentially ecologically important uplands are reduced compared to establishment, and the potential gains in terms of aquatic resource functions are greater, compare to enhancement and preservation.

roads (any road having a running surface lower than the surrounding terrain on both sides of the road) is prohibited.

- v. **Armoring Facilities:** Placement of in-stream armor above streambed elevation is prohibited, except as otherwise authorized by the Water Boards.
 - vi. **Gabions:** Use of gabions (“rock gabions” and similar wire basket structures) in waters of the state is prohibited.
 - vii. **Grouted Riprap:** Use of grouted riprap in waters of the state is prohibited.
 - viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited.
- b. **NWP 12 Directional Drilling:** The following conditions shall apply to all drilling operations under waters of the state.
- i. The discharge of bentonite, drilling muds, lubricants or any drilling compounds into waters of the state is prohibited. A draft HDD or drilling plan shall be prepared and shall be subject to review by Water Board staff at least 30 days before drilling activities under waters of the state. No HDD or other drilling operations under waters of the state shall commence until the HDD plan is approved by Water Board staff.
 - ii. Release of bentonite, drilling muds, lubricants through fractures in the streambed or bank substrate during drilling is referred to as a “frack-out”. Because of the potential for frack outs to occur, the HDD or drilling plan shall include a frack out response plan. The frack-out response plan shall specify all measures to be initiated if frack-outs should occur during HDD operations.
 - iii. For all HDD and other drilling sites, a means of containment (e.g., damming, fluming) or screening capable of capturing all of the potential discharge shall be described in the HDD plan. The downstream end of any such containment structure shall be capable of containing all bentonite or other drilling muds or debris that may be released during boring or drilling. Any drilling mud, spoils, etc. must be completely removed from the streambed prior to removal of the containment structure (e.g., dam, flume, and screen).
 - iv. An environmental monitor shall provide monitoring for compliance with the HDD or drilling plan throughout drilling operations under waters of the state.

- v. Any HDD or other drilling operation shall be designed and directed in such a way as to minimize the risk of spills and discharges of all types including the frack-out release of drilling lubricants through fractures in the streambed or bank substrates. In substrates where frack-outs are likely to occur, HDD contractors shall employ all reasonable means and methods available to minimize potential for frack-out.
- vi. All drilling muds or compounds shall be contained and properly disposed of after drilling activities are completed.
- vii. If bore pits are excavated to support drilling operations, spoils shall be stored a minimum of 25 feet from the top of the bank of streams or wetland/riparian boundary, where feasible; if site specific conditions warrant storing spoils less than 25 feet from the top of the bank of streams or wetland/riparian boundary this request must be provide in the HDD or drilling plan submitted to the Water Board prior to any drilling activities with potential impacts to waters of the state. Spoils shall be stored behind a sediment barrier and covered with plastic or otherwise stabilized (i.e., tackifiers, mulch, or detention).

c. NWP 12 Authorized Permanent Impacts:

- i. **Facility Replacements:** such as underground lines, foundations, and other activities associated with pipelines or their access roads (e.g., wet crossings, culverts, bridge abutments) and appurtenances (e.g., valves, flanges, fittings, end modules, end terminals) located more than thirty feet from the original location. May also include structure removals.
- ii. **Access Road Crossing Repair, Improvements, and Upgrades:** the replacement or repair of existing culverts and associated outlets/headwalls, bridge abutments, or other road crossings, repairs, or resurfacing in waters of the state. The repair of existing or installation of new minor non-grouted riprap, armoring or other erosion control measures to protect existing access roads or existing structures from scour or erosion.
- iii. **New Access Road Crossings/Structures/Outfalls and Widening of Existing Roads:** includes new structures, outfalls, bridge abutments, road repairs or resurfacing, installation of new culverts or associated outlets, and erosion control/dissipation devices to protect the existing access roads. For example, the installation of concrete or non-grouted riprap on an existing access road to create a low-water (Arizona) crossing. Also includes the minor widening of existing roads.

- iv. **Structure Upgrades:** includes the installation of similar facilities with upgrades (e.g., new caissons), upgrades to larger facilities or facilities of different composition. Also includes the installation of new caissons, non-grouted riprap, or other armoring to protect existing structures from scour and erosion.
- v. **Underground Linear Activities:** excavation for inspection or repair of underground facilities, installation of new pipes across streams, placement of structures or erosion control to protect under-stream pipes, and installation of new valves or other appurtenances.
- vi. **Other:** includes facility drainage system repair, maintenance, or installation of existing facilities and other bank stabilization efforts.

d. NWP 12 Specially Designated Temporary Impacts

- i. **Culvert Relocation:** Culvert relocation within thirty feet is considered a temporary impact as long as the replacement footprint does not exceed the original footprint by more than ten percent, and the original footprint is completely restored.
- ii. **Roadside Ditches:** Impacts to roadside ditches are considered temporary if the roadside ditch has the following characteristics:
 - 1. the feature is artificially constructed (e.g., man-made);
 - 2. the feature is not in or part of a stream channel or other waters of the state, or in a stream channel or other waters of the state that has been relocated in uplands;
 - 3. the feature would not cause or contribute to an impairment of downstream beneficial uses; and
 - 4. the feature is restored following construction such that the pre-construction course, condition and capacity are retained to the maximum extent practicable.

e. NWP 12 Compensatory Mitigation Requirements: The discharger shall adhere to the process below for any proposed projects that would result in permanent impacts to waters of the state:

- i. Prior to submitting an NOI for an individual project, the discharger shall submit a letter of credit in favor of the State Water Board for the purchase of mitigation bank or in-lieu fee program credits sufficient to offset total anticipated permanent impacts for all proposed projects for the current year.

ii. By January 15 of each year, the discharger shall submit to the State Water Board a draft mitigation plan that includes elements as outlined in Dredge or Fill Procedures, § IV.A.1.h; Appendix A: State Supplemental Dredge or Fill Guidelines, Subpart J, § 230.94(c)(5)-(6) and the following:

1. A report of permanent impacts incurred through December 31 of the previous year as detailed in Attachment B; and
2. Proposed credit purchase to offset the previous year's permanent impacts from a Corps approved mitigation bank or in-lieu fee program.

The following mitigation ratios apply towards the purchase of establishment or reestablishment credits. If enhancement or preservation credits are proposed, mitigation ratios will be determined on an individual project basis:

- a. In-kind, in watershed = 1:1 mitigation ratio
- b. In-kind, outside of watershed = 2:1 mitigation ratio
- c. Out-of-kind, in watershed = 3:1 mitigation ratio
- d. Out-of-kind, outside of watershed = 4:1 mitigation ratio

These ratios apply only if credits are purchased within eighteen months of permanent impacts, otherwise mitigation ratios may be increased to account for temporal loss.

3. By June 1, the discharger shall submit to the State Water Board proof of credit purchase that offset the previous year's permanent impacts.

3. NWP 57 – Electric Utility Line and Telecommunications Activities: This General Order authorizes the following activity types only when associated with the construction, maintenance, or repair of electrical utility lines. This General Order authorizes projects for which one or more NWP 57 has been authorized subject to the size limits in section VI.F.2 and all other applicable General Order conditions, including:

a. NWP 57 Prohibitions:

- i. **Lahontan Water Board:** Any NWP 57 activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.

- ii. **Riparian Vegetation:** Repair, rehabilitation, or replacement is only authorized when trimming of riparian vegetation does not result in significant adverse effects to water quality, or impair beneficial uses.
 - iii. **Riparian Tree Removal:** If a project involves removal of riparian trees list the following information on the project NOI form for each adult tree proposed for removal: species; common name; diameter breast height; and whether part of the riparian understory or overstory. Any tree removal that results in adverse effects to water quality is prohibited.
 - iv. **Roads:** Maintenance of access roads under this General Order shall be confined to the previously existing road prism, except for minor, targeted widening or improvements. Grading of throughcut roads (any road having a running surface lower than the surrounding terrain on both sides of the road) is prohibited.
 - v. **Armoring Facilities:** Placement of in-stream armor above streambed elevation is prohibited, except as otherwise authorized by the Water Boards.
 - vi. **Gabions:** Use of gabions (“rock gabions” and similar wire basket structures) in waters of the state is prohibited.
 - vii. **Grouted Riprap:** Use of grouted riprap in waters of the state is prohibited.
 - viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited.
- b. **NWP 57 Directional Drilling:** The following conditions shall apply to all drilling operations under waters of the state.
- i. The discharge of bentonite, drilling muds, lubricants or any drilling compounds into waters of the state is prohibited. A draft HDD or drilling plan shall be prepared and shall be subject to review by Water Board staff at least 30 days before drilling activities under waters of the state. No HDD or other drilling operations under waters of the state shall commence until the HDD plan is approved by Water Board staff.
 - ii. Release of bentonite, drilling muds, lubricants through fractures in the streambed or bank substrate during drilling is referred to as a “frack-out”. Because of the potential for frack outs to occur, the HDD or drilling plan shall include a frack out response plan. The frack-out response plan shall specify all measures to be initiated if frack-outs should occur during HDD operations.

- iii. For all HDD and other drilling sites, a means of containment (e.g., damming, fluming) or screening capable of capturing all of the potential discharge shall be described in the HDD plan. The downstream end of any such containment structure shall be capable of containing all bentonite or other drilling muds or debris that may be released during boring or drilling. Any drilling mud, spoils, etc. must be completely removed from the streambed prior to removal of the containment structure (e.g., dam, flume, and screen).
- iv. An environmental monitor shall provide monitoring for compliance with the HDD or drilling plan throughout drilling operations under waters of the state.
- v. Any HDD or other drilling operation shall be designed and directed in such a way as to minimize the risk of spills and discharges of all types including the frack-out release of drilling lubricants through fractures in the streambed or bank substrates. In substrates where frack-outs are likely to occur, HDD contractors shall employ all reasonable means and methods available to minimize potential for frack-out.
- vi. All drilling muds or compounds shall be contained and properly disposed of after drilling activities are completed.
- vii. If bore pits are excavated to support drilling operations, spoils shall be stored a minimum of 25 feet from the top of the bank of streams or wetland/riparian boundary, where feasible; if site specific conditions warrant storing spoils less than 25 feet from the top of the bank of streams or wetland/riparian boundary this request must be provide in the HDD or drilling plan submitted to the Water Board prior to any drilling activities with potential impacts to waters of the state. Spoils shall be stored behind a sediment barrier and covered with plastic or otherwise stabilized (i.e., tackifiers, mulch, or detention).

c. NWP 57 Authorized Permanent Impacts:

- i. **Facility Replacements:** such as poles, underground lines, foundations for overhead utility line towers, and other activities associated with utility lines or their access roads (e.g., wet crossings, culverts, bridge abutments) and appurtenances (e.g., guy wires, anchors, grounding wires, valves, flanges, fittings, end modules, end terminals) located more than thirty feet from the original location. May also include structure removals.

- ii. **Access Road Crossing Repair, Improvements, and Upgrades:** the replacement or repair of existing culverts and associated outlets/headwalls, bridge abutments, or other road crossings repairs or resurfacing in waters of the state. The repair of existing or installation of new minor non-grouted riprap, armoring or other erosion control measures to protect existing access roads or existing structures from scour or erosion.
- iii. **New Access Road Crossings/Structures/Outfalls and Widening of Existing Roads:** includes new structures, outfalls, bridge abutments, road repairs or resurfacing, installation of new culverts or associated outlets, and erosion control/dissipation devices to protect the existing utility access roads. For example, the installation of concrete or non-grouted riprap on an existing utility access road to create a low-water (Arizona) crossing. Also includes the minor widening of existing roads.
- iv. **Utility Structure Upgrades:** includes the installation of similar poles with upgrades (e.g., new caissons), upgrades to larger poles or poles of different composition, conversion of overhead to underground, etc. Also includes the installation of new caissons, non-grouted riprap, or other armoring to protect existing structures from scour and erosion, and new minor line extensions.
- v. **Underground Linear Activities:** excavation for inspection or repair of underground facilities, installation of new pipes/cables across streams, placement of structures or erosion control to protect under-stream pipes/cables, and installation of new valves or other appurtenances.
- vi. **Other:** includes facility drainage system repair, maintenance, or installation of existing facilities such as substations and other bank stabilization efforts.

d. NWP 57 Specially Designated Temporary Impacts

- i. **Poles or Culvert Relocation:** Poles or culvert relocation within thirty feet is considered a temporary impact as long as the replacement footprint does not exceed the original footprint by more than ten percent, and the original footprint is completely restored.
- ii. **Roadside Ditches:** Impacts to roadside ditches are considered temporary if the roadside ditch has the following characteristics:
 - 1. the feature is artificially constructed (e.g., man-made);

2. the feature is not in or part of a stream channel or other waters of the state, or in a stream channel or other waters of the state that has been relocated in uplands;
3. the feature would not cause or contribute to an impairment of downstream beneficial uses; and
4. the feature is restored following construction such that the pre-construction course, condition and capacity are retained to the maximum extent practicable.

e. NWP 57 Compensatory Mitigation Requirements: The discharger shall adhere to the process below for any proposed projects that would result in permanent impacts to waters of the state:

- i. Prior to submitting an NOI for an individual project, the discharger shall submit a letter of credit in favor of the State Water Board for the purchase of mitigation bank or in-lieu fee program credits sufficient to offset total anticipated permanent impacts for all proposed projects for the current year.
- ii. By January 15 of each year, the discharger shall submit to the State Water Board a draft mitigation plan that includes elements as outlined in 40 CFR § 230.94(c)(5)-(6) and the following:
 1. A report of permanent impacts incurred through December 31 of the previous year as detailed in Attachment B; and
 2. Proposed credit purchase to offset the previous year's permanent impacts from a Corps approved mitigation bank or in-lieu fee program.

The following mitigation ratios apply towards the purchase of establishment or reestablishment credits. If enhancement or preservation credits are proposed, mitigation ratios will be determined on an individual project basis:

 - a. In-kind, in watershed = 1:1 mitigation ratio
 - b. In-kind, outside of watershed = 2:1 mitigation ratio
 - c. Out-of-kind, in watershed = 3:1 mitigation ratio
 - d. Out-of-kind, outside of watershed = 4:1 mitigation ratio

These ratios apply only if credits are purchased within eighteen months of impacts, otherwise mitigation ratios may be increased to account for temporal loss.

3. By June 1, the discharger shall submit to the State Water Board proof of credit purchase that offset the previous year's permanent impacts.

4. NWP 58 – Utility Line Activities for Water and Other Substances: This General Order authorizes the following activity types only when associated with the construction, maintenance, or repair of utility lines for water and other substances. This General Order authorizes projects for which one or more NWP 58 has been authorized subject to the size limits in section VI.F.2 and all other applicable General Order conditions, including:

a. NWP 58 Prohibitions:

- i. **Lahontan Water Board:** Any NWP 58 activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.
- ii. **Riparian Vegetation:** Repair, rehabilitation, or replacement is only authorized when trimming of riparian vegetation does not result in significant adverse effects to water quality, or impair beneficial uses.
- iii. **Riparian Tree Removal:** If a project involves removal of riparian trees list the following information on the project NOI form for each adult tree proposed for removal: species; common name; diameter breast height; and whether part of the riparian understory or overstory. Any tree removal that results in adverse effects to water quality is prohibited.
- iv. **Roads:** Maintenance of access roads under this General Order shall be confined to the previously existing road prism, except for minor, targeted widening or improvements. Grading of throughcut roads (any road having a running surface lower than the surrounding terrain on both sides of the road) is prohibited.
- v. **Armoring Facilities:** Placement of in-stream armor above streambed elevation is prohibited, except as otherwise authorized by the Water Boards.
- vi. **Gabions:** Use of gabions (“rock gabions” and similar wire basket structures) in waters of the state is prohibited.
- vii. **Grouted Riprap:** Use of grouted riprap in waters of the state is prohibited.

viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited.

b. NWP 58 Directional Drilling: The following conditions shall apply to all drilling operations under waters of the state.

- i. The discharge of bentonite, drilling muds, lubricants or any drilling compounds into waters of the state is prohibited. A draft HDD or drilling plan shall be prepared and shall be subject to review by Water Board staff at least 30 days before drilling activities under waters of the state. No HDD or other drilling operations under waters of the state shall commence until the HDD plan is approved by Water Board staff.
- ii. Release of bentonite, drilling muds, lubricants through fractures in the streambed or bank substrate during drilling is referred to as a “frack-out”. Because of the potential for frack outs to occur, the HDD or drilling plan shall include a frack out response plan. The frack-out response plan shall specify all measures to be initiated if frack-outs should occur during HDD operations.
- iii. For all HDD and other drilling sites, a means of containment (e.g., damming, fluming) or screening capable of capturing all of the potential discharge shall be described in the HDD plan. The downstream end of any such containment structure shall be capable of containing all bentonite or other drilling muds or debris that may be released during boring or drilling. Any drilling mud, spoils, etc. must be completely removed from the streambed prior to removal of the containment structure (e.g., dam, flume, and screen).
- iv. An environmental monitor shall provide monitoring for compliance with the HDD or drilling plan throughout drilling operations under waters of the state.
- v. Any HDD or other drilling operation shall be designed and directed in such a way as to minimize the risk of spills and discharges of all types including the frack-out release of drilling lubricants through fractures in the streambed or bank substrates. In substrates where frack-outs are likely to occur, HDD contractors shall employ all reasonable means and methods available to minimize potential for frack-out.
- vi. All drilling muds or compounds shall be contained and properly disposed of after drilling activities are completed.
- vii. If bore pits are excavated to support drilling operations, spoils shall be stored a minimum of 25 feet from the top of the bank of streams

or wetland/riparian boundary, where feasible; if site specific conditions warrant storing spoils less than 25 feet from the top of the bank of streams or wetland/riparian boundary this request must be provide in the HDD or drilling plan submitted to the Water Board prior to any drilling activities with potential impacts to waters of the state. Spoils shall be stored behind a sediment barrier and covered with plastic or otherwise stabilized (i.e., tackifiers, mulch, or detention).

c. NWP 58 Authorized Permanent Impacts:

- i. Facility Replacements:** underground lines, foundations, and other activities associated with pipelines or their access roads (e.g., wet crossings, culverts, bridge abutments) and appurtenances (e.g., valves, flanges, fittings, end modules, end terminals) located more than thirty feet from the original location. May also include structure removals.
- ii. Access Road Crossing Repair, Improvements, and Upgrades:** the replacement or repair of existing culverts and associated outlets/headwalls, bridge abutments, or other road crossings repairs or resurfacing in waters of the state. The repair of existing or installation of new minor non-grouted rip rap, armoring or other erosion control measures to protect existing access roads or existing structures from scour or erosion.
- iii. New Access Road Crossings/Structures/Outfalls and Widening of Existing Roads:** includes new structures, outfalls, bridge abutments, road repairs or resurfacing, installation of new culverts or associated outlets, and erosion control/dissipation devices to protect the existing access roads. For example, the installation of concrete or non-grouted riprap on an existing access road to create a low-water (Arizona) crossing. Also includes the minor widening of existing roads.
- iv. Structure Upgrades:** includes the installation of similar facilities with upgrades (e.g., new caissons), upgrades to larger facilities or facilities of different composition. Also includes the installation of new caissons, non-grouted riprap, or other armoring to protect existing structures from scour and erosion.
- v. Underground Linear Activities:** excavation for inspection or repair of underground facilities, installation of new pipes across streams, placement of structures or erosion control to protect under-stream pipes, and installation of new valves or other appurtenances.

- vi. **Other:** includes facility drainage system repair, maintenance, or installation of existing facilities and other bank stabilization efforts.

d. NWP 58 Specially Designated Temporary Impacts

- i. **Culvert Relocation:** Culvert relocation within thirty feet is considered a temporary impact as long as the replacement footprint does not exceed the original footprint by more than ten percent, and the original footprint is completely restored.
- ii. **Roadside Ditches:** Impacts to roadside ditches are considered temporary if the roadside ditch has the following characteristics:
 - 1. the feature is artificially constructed (e.g., man-made);
 - 2. the feature is not in or part of a stream channel or other waters of the state, or in a stream channel or other waters of the state that has been relocated in uplands;
 - 3. the feature would not cause or contribute to an impairment of downstream beneficial uses; and
 - 4. the feature is restored following construction such that the pre-construction course, condition and capacity are retained to the maximum extent practicable.

di. NWP 58 Compensatory Mitigation Requirements: The discharger shall adhere to the process below for any proposed projects that would result in permanent impacts to waters of the state:

- i. Prior to submitting an NOI for an individual project, the discharger shall submit a letter of credit in favor of the State Water Board for the purchase of mitigation bank or in-lieu fee program credits sufficient to offset total anticipated permanent impacts for all proposed projects for the current year.
- ii. By January 15 of each year, the discharger shall submit to the State Water Board a draft mitigation plan that includes elements as outlined in 40 CFR § 230.94(c)(5)-(6) and the following:
 - 1. A report of permanent impacts incurred through December 31 of the previous year as detailed in Attachment B; and
 - 2. Proposed credit purchase to offset the previous year's permanent impacts from a Corps approved mitigation bank or in-lieu fee program.

The following mitigation ratios apply towards the purchase of establishment or reestablishment credits. If enhancement or preservation credits are proposed, mitigation ratios will be determined on an individual project basis.

- a. In-kind, in watershed = 1:1 mitigation ratio
- b. In-kind, outside of watershed = 2:1 mitigation ratio
- c. Out-of-kind, in watershed = 3:1 mitigation ratio
- d. Out-of-kind, outside of watershed = 4:1 mitigation ratio

These ratios apply only if credits are purchased within eighteen months of impacts, otherwise mitigation ratios may be increased to account for temporal loss.

- 3. By June 1, the discharger shall submit to the State Water Board proof of credit purchase that offset the previous year's permanent impacts.

5. NWP 14 – Linear Transportation Projects: This General Order authorizes projects for which one or more NWP 14 has been authorized as long as the individual project size limits in section VI.F.1 are not exceeded. This General Order authorizes impacts resulting from the repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure or fill, subject to the size limits in section VI.F.1 and all other applicable General Order conditions, including:

a. NWP 14 Prohibitions:

- i. **Lahontan Water Board:** Any NWP 14 activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.
- ii. **Riparian Vegetation:** Repair, rehabilitation, or replacement is only authorized when trimming of riparian vegetation does not result in significant adverse effects to water quality, or impair beneficial uses.
- iii. **Riparian Tree Removal:** If a project involves removal of riparian trees list the following information on the project NOI form for each adult tree proposed for removal: species; common name; diameter breast height; and whether part of the riparian understory or overstory. Any tree removal that results in adverse effects to water quality is prohibited.

- iv. **Roads:** Maintenance of access roads under this General Order shall be confined to the previously existing road prism, except for minor, targeted widening or improvements. Grading of throughcut roads (any road having a running surface lower than the surrounding terrain on both sides of the road) is prohibited.
- v. **Armoring Facilities:** Placement of in-stream armor above streambed elevation is prohibited, except as otherwise authorized by the Water Boards.
- vi. **Gabions:** Use of gabions (“rock gabions” and similar wire basket structures) in waters of the state is prohibited.
- vii. **Riprap Installation:** New riprap installed as part of the maintenance of existing structures shall not increase the footprint of the structure in jurisdictional waters by more than 15 percent or place new fill across the complete width of the active channel in a manner that creates a new grade control structure in the channel.
- viii. **Grouted Riprap:** Use of grouted riprap in waters of the state is prohibited.
- ix. Projects impacting any ocean, bay, tidal waters or shores thereof are prohibited.

b. NWP 14 Compensatory Mitigation Requirements: Compensatory mitigation is required to offset permanent impacts to waters of the state, unless the discharger has demonstrated that the project authorized by this General Order was designed to restore or improve the ecological function of the impacted aquatic resource. When compensatory mitigation is required, the discharger shall provide the following:

- i. A draft compensatory mitigation plan at a level of detail sufficient to accurately evaluate whether compensatory mitigation offsets the adverse impacts attributed to a project considering the overall size and scope of impact.
- ii. Compensatory mitigation at a minimum of a one-to-one mitigation ratio, measured in area or length. A higher overall mitigation ratio shall be used where necessary to ensure replacement of lost aquatic resource functions.
- iii. Subject to Water Board approval, the mitigation may be satisfied using any of the following compensatory mitigation methods: restoration, enhancement, establishment, and/or preservation.
- iv. Compensatory mitigation shall be provided through a mitigation bank or in-lieu fee program, where feasible. If no mitigation bank or

in-lieu fee program options are available, mitigation may be provided through on-site or off-site permittee responsible mitigation, subject to Water Board approval.

- v. No discharge of dredged or fill material to waters of the state shall occur prior to Water Board approval of a final mitigation plan.

6. NWP 36 – Boat Ramps:

- a. **Lahontan Water Board:** Any NWP 36 activity within the Lake Tahoe Hydrologic Unit (HUC; 634.00), the Truckee River HUC (635.00), and the Little Truckee River HUC (636.00) is prohibited.
- b. To prevent the release of uncured cement components into water, use of concrete in areas where ramps may be submerged before the concrete is fully cured is prohibited.

VII. California Environmental Quality Act (CEQA)

The State Water Board has determined that the projects authorized by this General Order are exempt from review under CEQA pursuant to California Code of Regulations, title 14, section 15061. Specifically, the issuance of this Order and the activities described herein meet the exemption criteria under California Code of Regulations, title 14, section(s) listed in the table provided in Attachment E List of Certified Nationwide Permits. Additionally, the State Water Board concludes that no exceptions to the CEQA exemption apply to the activities approved by this Order. The State Water Board will file a Notice of Exemption with the State Clearinghouse within five (5) working days from the issuance of this Order (Cal. Code Regs., tit 14 § 15062).

VIII. Public Notice

On September 15, 2020, the Corps' noticed a proposal to issue five new NWPs and reissue 52 existing NWPs with general conditions and revised definitions in the Federal Register (85 Fed. Reg. 57298-57395 (Sep. 15, 2020)). On October 13, 2020, the State Water Board received the Corps' request to certify the proposed NWPs. On October 16, 2020, the Corps established a 60-day reasonable time period for the State Water Board to act on the request, by December 12, 2020.

In addition to the Corps public notice, the State Water Board provided public notice of the proposed certification of the Corps' NWPs pursuant to California Code of Regulations, title 23, section 3861 from October 16, 2020, to November 30, 2020. The State Water Board received one late comment from The Citizens Committee to Complete the Refuge, Center for Biological Diversity, California Coastkeeper Alliance, San Francisco Baykeeper, AquAlliance and Defenders of Wildlife. The comment letter raised a number of concerns regarding the process by which the NWPs are being reissued, including that the Corps failed to comply with applicable federal regulations, and substantive portions of the NWPs, including the removal of linear foot restrictions. The comment letter expressed support for conditional certification of a limited number of

NWPs and denial of the remaining NWPs. Although the comment letter was late, State Water Board staff considered the recommendations set forth in the letter but notes that many of the concerns expressed in the letter cannot be addressed through this General Order.

IX. General Order Expiration

Except for reporting obligations and enforcement purposes, authorization under this General Order shall extend until the NWPs expire. If a project authorized by the NWPs and by an NOA under this General Order has commenced or is under contract to commence on or before the expiration date of the NWPs, the applicant has up to one year from the General Order expiration to complete the project under the terms of this General Order. If a project has not commenced or is not under contract to commence by the NWPs' expiration date, a new Notice of Intent, or individual application, and applicable fees will be required.

X. Petitions for Reconsideration

Any person aggrieved by this action may petition the State Water Board to reconsider this General Order in accordance with California Code of Regulations, title 23, section 3867. A petition for reconsideration must be submitted in writing and received within 30 calendar days of the issuance of this General Order.

XI. Nationwide Permits Denied

The following NWPs are denied: 2, 3(b), 3(c), 7, 8, 13, 15, 16, 17, 18, 19, 21, 23, 24, 25, 27, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, A, B, and E. The State Water Board does not have reasonable assurance that the denied NWPs will comply with the applicable provisions of sections 301, 302, 303, 306 and 307 of the Clean Water Act and appropriate requirements of state law. (See 33 USC § 1341.) Consistent with 40 C.F.R. section 121.8(a), this denial does not preclude an applicant from submitting a new certification request. Information required pursuant to 40 C.F.R. section 121.7(e)(2) is set forth in Attachment C. Consistent with 40 C.F.R. section 121.8(a), this denial does not preclude an applicant from submitting a new certification request. Clean Water Act section 401 certification action on projects authorized by these denied NWPs will be considered on an individual, project-specific basis.

XII. Water Quality Certification

I hereby issue the General Order for the State Water Board Certified Corps' Nationwide Permits Project (file number SB20031GN) certifying that as long as all of the conditions listed in this General Order are met, any discharges authorized by NWPs 1, 3(a), 4, 5, 6, 9, 10, 11, 12, 57, 58, 14, 20, 22, 28, 32, 36, and 54 will comply with the applicable provisions of Clean Water Act sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent

Standards). The State Water Board will file a Notice of Exemption (NOE) at the SCH within five (5) working days of issuance of this General Order.

In addition to a section 401 certification, this General Order serves as Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act (Wat. Code, § 13000 et seq.) as set forth in State Water Board Water Quality General Order No. 2003-0017-DWQ. Notwithstanding any determinations made by the U.S. Army Corps or other federal agency pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this Order. Discharges to waters of the state are prohibited except when in accordance with Water Code section 13264.

Except insofar as may be modified by any preceding conditions, all General Order actions are contingent on: (a) the discharge being limited and all proposed mitigation being completed in strict compliance with the conditions of this General Order and the attachments to this General Order; and, (b) compliance with all applicable requirements of Statewide Water Quality Control Plans and Policies, the Regional Water Boards' Water Quality Control Plans and Policies.

 Digitally signed by Eileen Sobeck
Date: 2020.12.09 13:31:00 -08'00'

Eileen Sobeck, Executive Director

Date

- Attachment A** Notice of Intent
- Attachment B** Reporting and Notification Requirements
- Attachment C** 40 CFR Part 121.7 Compliance
- Attachment D** Signatory Requirements
- Attachment E** List of Certified Nationwide Permits

Attachment C - Compliance with 40 CFR Part 121.7

The purpose of Attachment C is to comply with Title 40, Code of Federal Regulations (CFR) Part 121.7(d)(2), which requires all general certification conditions to provide an explanation of why the condition is necessary to assure that any discharge authorized under the General Order will comply with water quality requirements, and a citation to federal, state, or tribal law that authorizes the condition. For those Nationwide Permits that are denied by this General Order, Attachment C also complies with 40 CFR Part 121.7(e)(2), which requires for any denial of general certification to include:

- i. The specific water quality requirements with which discharges that could be authorized by the General Order will not comply;
- ii. A statement explaining why discharges that could be authorized by the General Order will not comply with the identified water quality requirements; and
- iii. If the denial is due to insufficient information, the denial must describe the types of water quality data or information, if any, that would be needed to assure that the range of discharges from potential projects will comply with water quality requirements.

Notwithstanding any determinations by the U.S. Army Corps or other federal agency made pursuant to 40 C.F.R. section 121.9, dischargers must comply with the entirety of this General Order because the General Order also serves as waste discharge requirements in accordance with State Water Board Water Quality General Order No. 2003-0017-DWQ.

Certification Conditions and Compliance with Title 40, Code of Federal Regulations (CFR) Part 121.7 (d) (2)

Attachment C uses the same organizational structure as section VI, and the statements below correspond with the conditions set forth in section VI. Sections I through V, and VII through XII are not “conditions” as used in 40 CFR section 121.7.

Attachment C includes citations to some sources of authority that are applicable to all conditions. These sources are specifically identified where they are most relevant but are also generally applicable to the conditions below. California Code of Regulations, title 23,¹ Chapter 28 sets forth regulations pertaining to water quality certifications. As set forth in section 3861, the State Water Board may issue a general certification for discharges for a class or classes of activities only if those activities will not individually or cumulatively result in significant adverse impacts or violations of water quality objectives. Accordingly, the State Water Board imposes the conditions set forth in this General Order to assure that the discharge complies with water

¹ Unless as otherwise noted, all citations are to title 23 of California Code of Regulations.

quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code. These conditions are also generally required to comply with the state's Anti-Degradation Policy (State Board Resolution No. 68-16), which requires that for any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." All Regional Board Water Quality Control Plans incorporate the state's Anti-Degradation Policy by reference. The state Anti-Degradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12 (a)(1)), which requires "[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected." According to U.S. EPA, for dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with U.S. EPA's section 404(b)(1) Guidelines. The State Water Boards adopted a modified version of U.S. EPA's section 404(b)(1) Guidelines in the Dredge or Fill Procedures (State Supplemental Guidelines).

VI. Conditions

A. General Conditions

1. Standard Condition CCR section 3860(a) for "subject to modification or revocation upon review..."

This is a standard condition that "shall be included as conditions of all water quality certification actions." (Cal. Code of Regs., section 3860(a).)

2. Standard Condition CCR section 3860(b) for "FERC..."

This is a standard condition that "shall be included as conditions of all water quality certification actions." (Cal. Code of Regs., section 3860(a).)

3. Standard Condition CCR section 3860(c) for "fees..."

This is a standard condition that "shall be included as conditions of all water quality certification actions." (Cal. Code of Regs., section 3860(a).) This fee requirement condition is also required pursuant to California Code of Regulations, sections 3861(c)(4) and 3833(b), which requires payment of fees by project proponents enrolling in this General Order.

4. Cumulative impacts

This condition related to cumulative impacts is required pursuant to California Code of Regulations, section 3861(d), which requires that for a general certification, the category of activities to be certified individually or cumulatively will not have any of the following impacts,

taking into account the probable effectiveness of any conditions or certification in avoiding or mitigating such impacts:

- a. Significant adverse impacts on water quality that could feasibly be avoided if individual certification, for the proposed activities seeking individual federal licenses or permits, was issued.
- b. Violation of any water quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code.
- c. The taking of any candidate, threatened, or endangered species or the violation of the federal Endangered Species Act (16 USC Section 1531 et seq.) or the California Endangered Species Act (Fish and Game Code Section 2050 et seq.).
- d. Exposure of people or structures to potential substantial adverse effects – including the risk of loss, injury, or death – from flooding, landslides, or soil erosion.

This General Order also authorizes only projects that meet a CEQA exemption, and for which no exceptions to the exemptions apply. Accordingly, this condition is required pursuant to California Code of Regulations, tit. 14, section 15300.2(b) that "All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant."

5. Avoidance and Minimization

Conditions that require avoidance and minimization measures are consistent with the Dredge or Fill Procedures, section IV.B.1.a (Cal. Code of Reg., section 3013),² which requires applicants to demonstrate that a "sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized to waters of the state." A description of avoidance and minimization measures are also required pursuant to the California Code of Regulations, section 3856(h)(6), which requires dischargers to provide a "description of any other steps that have been or will be

² The State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State (Dredge or Fill Procedures) was adopted on April 2, 2019 and went into effect on May 28, 2020. The Dredge or Fill Procedures were adopted pursuant to the State Water Board's authority under Water Code section 13140 (state policy for water quality control) and 13170 (water quality control plan), and accordingly have regulatory effect. Consistent with Government Code, section 11353, a clear and concise summary of the Dredge or Fill Procedures is available in California Code of Regulations, section 3013. A full version of the Dredge or Fill Procedures is available on the State Water Board's website. Although general orders are not directly subject to the procedural requirements set forth for individual orders, the Procedures do not preclude the incorporation of similar requirements in general orders and provide useful guidance that was adopted by the Water Boards for dredge or fill projects.

taken to avoid, minimize, or compensate for loss of or significant adverse impacts to beneficial uses of waters of the state.” This condition is also consistent with the State Supplemental Guidelines, section 230.10.

6. Permitted actions must not cause violation of applicable water quality standards...

Conditions related to compliance with water quality objectives and designated beneficial uses are required pursuant to the state’s Anti-Degradation Policy (State Board Resolution No. 68-16), which requires that for any “activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained.” All of the Water Quality Control Plans incorporate the state’s Anti-Degradation Policy by reference. The state Anti-Degradation Policy incorporates the federal Antidegradation Policy (40 CFR Part 131.12 (a)(1)), which requires “[e]xisting instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.”. According to U.S. EPA, for dischargers of dredged or fill material comply with the federal Antidegradation Policy by complying with U.S. EPA’s section 404(b)(1) Guidelines. The State Water Boards adopted a modified version of U.S. EPA’s section 404(b)(1) Guidelines in the Dredge or Fill Procedures (State Supplemental Guidelines).

These conditions are also required pursuant to California Code of Regulations section 3861(d), which requires that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code.

7. Site Access

Conditions related to site access requirements are authorized pursuant to the Water Boards’ authority to investigate the quality of any waters of the state within its region under Water Code section 13267. Water Code section 13267(c) provides that “the regional board may inspect the facilities of any person to ascertain whether the purposes of this division are being met and waste discharge requirements are being complied with.”

8. The discharger shall be responsible for work...

This condition requires site personnel and agencies to be familiar with the content of the General Order and availability of the document at the project site. This condition is required to assure that any authorized discharge will comply with the terms and conditions of the General Order, which requires compliance with all of the water quality objectives and beneficial uses adopted or approved under sections 13170 or 13245 of the Water Code.

9. Waiver of NWP conditions or regional conditions

If conditions are waived, the State Water Board would need to determine the effect of any such waiver on the proposed project's impacts to waters of the state. This condition is necessary to ensure that the activity does not individually or cumulatively violate water quality objectives or result in significant adverse impacts, and are more appropriately regulated under an individual certification action than under a general certification (Cal. Code of Regs., § 3861(d)). Water Code section 13264 prohibits any discharge that is not specifically authorized in this General Order, which was drafted based on the conditions set forth in the proposed NWPs noticed on September 15, 2020 and regional conditions.

10. More than one NWP has been issued except as provided by NWPs 12, 57, 58, and 14

This General Order must comply with the requirements set forth in CEQA, Cal. Code of Regs., section 3861(c)(5), which includes the requirements that the permitting authority consider the project, which means the "whole of the action." (Cal. Code of Regs., tit. 14, § 15378.) Projects relying on permitting under more than one NWP are more likely to have significant or cumulative impacts of water quality when considering the whole of the project.

11. Not applicable to projects requiring compensatory mitigation except as otherwise provided.

Except as specifically provided in this General Order, compensatory mitigation plans are more appropriate to consider on an individual basis to ensure compliance with Subpart J of the State Supplemental Guidelines. Given the potential for significant water quality impacts from projects authorized under this General Order must meet CEQA exemption criteria, this condition is also required pursuant to California Code of Regulations, tit. 14, section 15300.2(b) that "All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant." This condition is necessary to ensure that the exception set forth in California Code of Regulations, tit. 14, section 15300.2(b) ("All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.") does not apply, and the project does not have a significant effect on the environment and is accordingly exempt from the California Environmental Quality Act.

12. Projects impacting histosols, fens, bogs, peatlands, in wetlands contiguous with fens and vernal pools are prohibited.

Water Code section 13264 prohibits any discharge that is not specifically authorized in this order. This condition is necessary to protect certain aquatic resources that are rare and difficult to replace. (California Code of Regulations, section 3861(d).) For example, vernal pools are small seasonal wetlands that are ecologically diverse and difficult to replace once lost. They support endemic rare plant and animal species, including many that are designated

by federal and state government as rare, threatened, or endangered. In 2005 the U.S. Fish and Wildlife Service finalized its Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon that addresses 33 plant and animal species of interest that are endemic to vernal pools, including 15 plants that are listed as threatened or endangered under the California Endangered Species Act.³ Most of the historical vernal pool habitat in California has been destroyed (estimates are around 90% compared to pre-Spanish exploration), due to agriculture and development, so any loss of vernal pools due to dredge or fill activities would be considered a significant adverse impact, would conflict with or violate Water Quality Control Plans designated uses for RARE, and would not meet CEQA exemption criteria.

13. Lake and Streambed Alteration Agreement

Condition 13 is required pursuant to California Code of Regulations section 3856(e), which requires that copies be provided to the Water Boards of “any final and signed federal, state, and local licenses, permits, and agreements (or copies of the draft documents, if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity. If no final or draft document is available, a list of all remaining agency regulatory approvals being sought shall be included.”

B. Construction Conditions

1. All materials and supplies necessary...

On-site availability of materials and supplies assures best management practices can be reasonably implemented and that the discharge complies with water quality objectives. This condition and other conditions related to best management practices are consistent with the Water Board’s authority to establish, “[w]ater quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area” pursuant to Water Code section 13241(c). The activities authorized under this General Order have the potential to result in a discharge that exceed water quality objectives and work in waters of the state must not cause an exceedance of water quality objectives. As required by Water Code section 13369, all Water Quality Control Plans incentivize the use of best management practices to prevent prohibited discharges into waters of the state.

2. Construction material, debris, rubbish....

Water Code section 13264 prohibits any discharge that is not specifically authorized in this General Order. This condition is necessary to prevent violation of state discharge prohibitions that protect water quality objectives. Water Quality Control Plans prohibit the discharge of construction materials and byproducts from being discharged into waters of the state. For example, "The discharge of soil, silt, bark, slash, sawdust, or other organic and earthen

³ California Department of Fish and Wildlife, Vernal Pools at <<https://wildlife.ca.gov/Conservation/Plants/Vernal-Pools>> [as of Nov. 30, 2020].

material from any logging, construction, or associated activity of whatever nature into any stream or watercourse in the basin in quantities deleterious to fish, wildlife, or other beneficial uses is prohibited" (Water Quality Control Plan for the North Coast Region, section 4.2.1).

This condition prohibiting discharge of materials detrimental to water quality or hazardous to aquatic life is also consistent with the Dredge or Fill Procedures, Appendix A, Subpart H, which requires actions to minimize and avoid adverse effects, including actions concerning the location, the material, and controlling the material after the discharge (§ 230.70 et seq.).

3. Environmentally sensitive areas and environmentally restricted...

This condition is necessary to assure that the project discharge will comply with state discharge prohibitions that protect beneficial uses and water quality objectives. A description and delineation of impact sites is necessary to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters (California Code of Regulations, title 23, section 3856(h); Dredge or Fill Procedures section IV.A.1(c); Water Quality Control Plan for the San Francisco Bay Region, section 4.23.2).

In addition, Water Quality Control Plans prohibit the discharge of construction materials and byproducts from being discharged into waters of the state, including areas that may be environmentally sensitive, such as vernal pools or eel grass beds. For example, "The discharge of soil, silt, bark, slash, sawdust, or other organic and earthen material from any logging, construction, or associated activity of whatever nature into any stream or watercourse in the basin in quantities deleterious to fish, wildlife, or other beneficial uses is prohibited" (Water Quality Control Plan for the North Coast Region, section 4.2.1). Identification and visible demarcation of areas of avoidance must be obvious to all on-site personnel, to ensure that impacts only occur within the permitted boundaries of project disturbance and to prevent unauthorized discharges to other waters of the state, including environmentally sensitive areas. Furthermore, waters that are not quantified and mapped as either a temporary or permanent impact site in a water quality certification must be fully avoided throughout the duration of the construction activity. This condition is necessary to ensure protection of aquatic resources where no discharge is authorized to occur. Furthermore, excavated material that is improperly exposed can produce or contribute to runoff that results in an unintentional discharge to waters of the state, which is prohibited (Water Quality Control Plan for the North Coast Region, section 4.2.1).

4. The number of access routes, number and size of staging areas,...

5. Bridges, culverts, dip crossings, or other structures...

6. Temporary materials places in any water of the state...

7. A method of containment must be used below any temp. bridge, trestle...

Conditions 4, 5, 6, and 7 limit activities such as construction or maintenance of access roads, staging areas, water crossings, and temporary structures to assure that the activities are minimally impacting and comply with water quality objectives. These types of activities commonly require grading, construction, excavation, and vegetation removal, and may result in erosion and increased sediment loads, turbidity, etc., that adversely affect water quality. These conditions are required to assure that the discharges from such activities do not exceed water quality objectives established in Water Quality Control Plans, including water quality objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. For example, the sediment water quality objective requires that, “the suspended sediment load and suspended sediment discharge rate to surface waters shall not be altered in such a manner as to cause nuisance or adversely affect beneficial uses” (Water Quality Control Plan for the North Coast Region, section 3.3.11). Additionally, improperly designed and/or installed roads and bridges may also create physical barriers to fish passage and impair the beneficial use of fish spawning (Water Quality Control Plan for the San Francisco Basin, section 7.8.4.1).

8. Unless authorized for restoration, material excavated to prepare a site...

Condition 8 is required pursuant to the Water Quality Control Plans, and the water quality objectives therein prohibiting excavated material erosion or disposal into waters of the state. For example, the North Coast Water Quality Control Plan prohibits waters from containing settleable material in concentrations that result in the deposition of material that causes nuisance or adversely affects beneficial uses (Section 3.3.12), and prohibits waters from containing suspended material in concentrations that cause nuisance or adversely affect beneficial uses (Section 3.3.13).

9. Topsoil

This condition is consistent with the requirements set forth in Nationwide Permits 12, 57, and 58 which require that the top 6 to 12 inches of a dig to be backfilled with native topsoil in order to ensure that temporary impacts can be considered as such. The top 6 to 12 inches of topsoil tend to be richer in organic matter than other soil horizons below this depth. Therefore, it is essential to stockpile the topsoil layer separately from the rest of the soil in order to ensure survivorship of riparian vegetation populations upon completion of the project.

Backfilling of native topsoil is necessary to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. “Operations and activities should be planned and conducted in a manner that will not disturb extensive areas of soil or that will disrupt local drainage. Areas where soil is disturbed should be promptly reseeded or stabilized to prevent erosion.” (Water Quality Control Plan for the Tulare Lake

Basin, section 4.1.7.) Backfilling of native topsoil also assures that the pre-project hydrologic regime is not altered or adversely impacted by introduction of new backfill materials. “The stream flow regimen should be stabilized and maintained, and soil control measures should be applied in a timely manner.” (Water Quality Control Plan for the Tulare Lake Basin, section 4.1.7.) “Limit disturbance of natural drainage features and vegetation.” (Water Quality Control Plan for the North Coast, Appendix D, page 4-104, Urban and Suburban Runoff Management Measures.)

10. Any structure, including but not limited to culverts, pipes, piers, and coffer dams, placed within a stream...

Conditions related to placement of structures within waters are required to assure that they do not create physical barriers to fish passage and spawning activities. “Any barrier to migration or free movement of migratory fish is harmful. Natural tidal movement in estuaries and unimpeded river flows are necessary to sustain migratory fish and their offspring. A water quality barrier, whether thermal, physical, or chemical, can destroy the integrity of the migration route and lead to the rapid decline of dependent fisheries” (Water Quality Control Plan for the San Francisco Region, section 2.1.10). Furthermore, barriers to migration or free movement may result in an impairment of state water quality objectives, including but not limited to Rare, Threatened, or Endangered Species (RARE), Spawning, Reproduction, and/or Early Development (SPWN), Cold Fresh Water Habitat (COLD), or Warm Fresh Water Habitat (WARM), which occur in all regions of the state.

The Water Quality Control Plan for the North Coast Region sets a numeric target of “zero human-caused barriers” for migration barriers on Class I watercourses (Section 4.2.8). Barriers would also impair beneficial uses designated in the Water Quality Control Plans including “migration of aquatic organisms,” “spawning, reproduction, and/or early development,” “fish migration,” and “fish spawning” (Water Quality Control Plan for the North Coast Region, section 2.2; Water Quality Control Plan for the San Francisco Region, sections 2.1.10 and 2.1.18).

“Hydromodification is a general term that encompasses effects of projects on the natural hydrologic, geochemical and physical functions of streams and wetlands that maintain or enhance water quality.” (Water Quality Control Plan for the San Francisco Region, section 4.26.7.) Conditions related to placement of structures within waters of the state are required to assure that they do not result in adverse impacts related to hydromodification. Failure to comply with these conditions may trigger bank failure, channel incision, or headcutting along the channel thalweg, creating excess sediment and barriers to fish passage. These impacts can impair beneficial uses including fish migration, fish spawning, wildlife habitat, cold freshwater habitat, preservation of rare and endangered species, and warm freshwater habitat (Water Quality Control Plan for the San Francisco Region, section 2.1). “The discharge of sand, silt, clay, or other earthen materials from any activity, including land grading and construction, in quantities which cause deleterious bottom deposits, turbidity or discoloration in

waters of the state or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited" (Water Quality Control Plan for the San Diego Region, section 4.18).

11. Dust Abatement

This dust abatement condition is required to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. Chemicals used in dust abatement activities can result in a discharge of chemical additives and treated waters to surface waters of the state. Therefore, dust abatement activities shall be conducted so that sediment or dust abatement chemicals are not discharged into waters of the state. The Water Quality Control Plan for the San Francisco Region, section 3.3.8, requires that all waters should be free of toxic substances in concentrations that are lethal to or that produce significant alterations in population or community ecology or receiving water biota. In addition, the health and life history characteristics of aquatic organisms in waters affected by controllable water quality factors should not differ significantly from areas unaffected by controllable water quality factors, such as toxicity. This condition will ensure that the discharge will not adversely affect beneficial uses of the receiving water or cause a condition of nuisance. (Water Quality Control Plan for the North Coast Region, section 4.1.8; Water Code section 13267; Dredge or Fill Procedures section IV. A.2(c)).

12. Use of Mechanized Equipment

This condition is necessary to prevent violation of state discharge prohibitions that protect water quality objectives. By altering an aquatic resource's surface topography and reducing hydrologic connectivity and capacity, the use of mechanized equipment can cause a direct loss of aquatic resource area and degrade beneficial uses of waters of the state, including designations that protect listed species habitat. These impacts would result in violations of water quality objectives that have been set in Water Quality Control Plans. For example, the Water Quality Control Plan for the Santa Ana Regional Board, section 4.6, requires that, "Inland surface water communities and populations, including vertebrate, invertebrate, and plant species, shall not be degraded as a result of the discharge of waste." Additionally, fuels and lubricants associated with the use of mechanized equipment have the potential to result in toxic discharges to waters of the state. The North Coast Regional Water Board's toxicity water quality objective prohibits waters from containing toxic substances in concentrations that are toxic to, or that, "produce detrimental physiological responses in human, plant, animal, or aquatic life" (Water Quality Control Plan for the North Coast Region, section 3.3.16).

13. Piers or Piles

14. Culvert Replacement and Maintenance

Conditions related to structures within waters (such as conditions 13 and 14), including placement of instream piers or piles, and culvert replacement and maintenance activities, are required to assure that they do not create physical barriers to fish passage and spawning

activities. “Any barrier to migration or free movement of migratory fish is harmful. Natural tidal movement in estuaries and unimpeded river flows are necessary to sustain migratory fish and their offspring. A water quality barrier, whether thermal, physical, or chemical, can destroy the integrity of the migration route and lead to the rapid decline of dependent fisheries” (Water Quality Control Plan for the San Francisco Region, section 2.1.10).

The Water Quality Control Plan for the North Coast Region sets a numeric target of “zero human-caused barriers” for migration barriers on Class I watercourses.(Section 4.2.8). Barriers would also impair beneficial uses designated in the Water Quality Control Plans including “migration of aquatic organisms,” “spawning, reproduction, and/or early development,” “fish migration,” and “fish spawning” (Water Quality Control Plan for the North Coast Region, section 2.2; Water Quality Control Plan for the San Francisco Region, sections 2.1.10 and 2.1.18).

“Hydromodification is a general term that encompasses effects of projects on the natural hydrologic, geochemical and physical functions of streams and wetlands that maintain or enhance water quality.” (Water Quality Control Plan for the San Francisco Region, section 4.26.7.) Conditions related to culverts and other instream structures are required to assure that they do not result in adverse impacts related to hydromodification. Failure to comply with these conditions may trigger bank failure, channel incision, or headcutting along the channel thalweg, creating excess sediment and barriers to fish passage. These impacts can impair beneficial uses including fish migration, fish spawning, wildlife habitat, cold freshwater habitat, preservation of rare and endangered species, and warm freshwater habitat (Water Quality Control Plan for the San Francisco Region, sections 2.1). “The discharge of sand, silt, clay, or other earthen materials from any activity, including land grading and construction, in quantities which cause deleterious bottom deposits, turbidity or discoloration in waters of the state or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited” (Water Quality Control Plan for the San Diego Region, section 4.18).

15. Toxic and Hazardous Materials

These conditions are required pursuant to the Water Quality Control Plans, and the Policy for Implementation of Toxics Standards for Inland Surface Waters, Enclosed Bays, and Estuaries of California (SIP)⁴, which prohibit the discharge of substances in concentrations toxic to human, plant, animal, or aquatic life. For example, the North Coast Water Quality Control Plan prohibits waters from containing toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. The concentrations of toxic substances in the water column, sediments or biota shall not adversely affect beneficial uses (Water Quality Control Plan for the North Coast Region, section 3.3.16). All waters should be free of toxic substances in concentrations that are lethal to or that

⁴ The SIP implements criteria for priority toxic pollutants contained in the California Toxics Rule promulgated by the U.S. Environmental Protection Agency (USEPA).

produce significant alterations in population or community ecology or receiving water biota. In addition, the health and life history characteristics of aquatic organisms in waters affected by controllable water quality factors should not differ significantly from areas unaffected by controllable water quality factors, such as toxicity (Water Quality Control Plan for the San Francisco Bay Region, section 3.3.8).

Toxic compounds impair the beneficial uses of cold fresh water habitat, estuarine habitat, marine habitat, preservation of rare and endangered species, fish migration, fish spawning, warm fresh water habitat, and wildlife habitat (Water Quality Control Plan for the San Francisco Bay Region, sections 2.1.3; 2.1.5; 2.1.9; 2.1.14; 2.1.10; 2.1.18; 2.1.19; & 2.1.20).

Conditions related to concrete/cement are required pursuant to the Water Quality Control Plans, which prohibit discharges to waters that adversely raise or lower pH levels. For example, the North Coast Water Quality Control Plan prohibits discharges from lowering pH levels below 6.5 or raising them above 8.5, or raising/lowering the pH to a level that causes a nuisance or impairs beneficial uses. Concrete/cement is an alkaline component that has the potential to raise the pH of water resources to levels that would negatively affect beneficial uses (Water Quality Control Plan for the North Coast Region, section 3.3.16).

Conditions related to toxic and hazardous materials are necessary to assure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code.

Many waters in California are high in mercury either naturally or due to historic mining activities. This mercury, when discharged to waters of the state can become bioavailable and impair beneficial uses including Subsistence Fishing (SUB) and Tribal Subsistence Fishing (T-SUB). Effective sediment control is required under the Tribal and Subsistence Fishing Beneficial Uses and Mercury Provisions (Cal. Code of Reg., section 3010).

16. Invasive Species and Soil Borne Pathogens

Soil borne pathogens cause disease and death to native plants, agricultural crops, and ornamental plants. Non-native invasive plant species can alter ecosystem processes such as nutrient cycling, hydrological cycles, and frequencies of wildfires, erosion and sediment deposition. They interfere in ecosystem functions by outcompeting and displacing native plants and animals, by providing refuge for non-native animals, and by hybridizing with native species.⁵

Conditions related to invasive species and soil borne pathogens are required pursuant to the California Code of Regulations, section 3861 (d) (2) that prohibits discharges that violate any water quality objectives adopted or approved under Section 13170 or 13245 of the Water Code, including the Water Quality Control Plans in California. Invasive species and soil borne

⁵ Bossard et al. (2000) *Invasive Plants of California's Wildlands*. University of California Press.

pathogens adversely affect beneficial uses designated in the Water Quality Control Plans, such as RARE, WILD, and BIOL. RARE (rare, threatened, or endangered species) is a designated beneficial use for “waters that support habitat necessary, at least in part, for the survival and successful maintenance of plant or animal species established under state or federal law as rare, threatened, or endangered” (Water Quality Control Plan for the Central Coast Region, section 2.2.20; Water Quality Control Plan for the San Francisco Region, section 2.1.14). WILD (wildlife habitat) is a designated beneficial use of water that supports “terrestrial ecosystems including, but not limit to, preservation and enhancement of terrestrial habitats, vegetation, wildlife (e.g., mammals, birds, reptiles, amphibians, invertebrates), or wildlife water and food supplies.” (Water Quality Control Plan for the Central Coast Region, section 2.2.18). BIOL (preservation of biological habitats of special significance) is a designated beneficial use of water that supports “designated areas or habitats, such as established refuges, parks, sanctuaries, ecological reserves, or Areas of Special Biological Significance (ASBS), where the preservation or enhancement of natural resources requires special protection” (Water Quality Control Plan for the Central Coast Region, section 2.2.19).

Invasive species and soil borne pathogen control practices prevent their uncontrolled spread to waters of the state and are necessary to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. The spread of soil borne pathogens devastates host species populations in riparian ecosystems, such as *Phytophthora lateralis*, the cause of Port Orford cedar root disease, and threatens the stability of native and commercial cedar populations worldwide. Invasive weeds degrade physical and chemical water quality characteristics, and overgrown vegetation reduces special species habitat and reduces aquatic resource capacity.

Furthermore, in State Water Board Resolution No. 2017-0012, the State Water Board resolved that the state shall update plans, permits, and policies to improve “ecosystem resilience to the impacts of climate change, including but not limited to actions that protect headwaters, facilitate restoration, enhance carbon sequestration, build and enhance healthy soils, and reduce vulnerability to and impacts from fires.”

Lastly, species diversity and growth anomalies, which are adversely affected by invasive species and soil borne pathogens, are measures of water quality health as it relates to water quality objectives for toxic substances. “All waters shall be maintained free of toxic substances in concentrations that produce detrimental physiological responses in human, plant, animal, or aquatic life. This objective applies regardless of whether the toxicity is caused by a single substance or the interactive effect of multiple substances. Compliance with this objective will be determined by analyses of indicator organisms, species diversity, population density, growth anomalies, and biotoxicity tests of appropriate duration or other methods as specified by the Regional Water Board” (Central Valley Regional Board Basin Plan, section 3.1.20).

17. Work in Delineated Waters of the State

Conditions related to work in delineated waters are required pursuant to the California Code of Regulations, section 3861 (d) (2) which prohibits discharges that violate any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code. Work in waters of the state must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality. Consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work. These conditions are required to assure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained (Water Quality Control Plan for the North Coast Region, section 4.1.8; Water Code section 13267).

Conditions related to dewatering and diversions or impoundments of water are required pursuant to the California Code of Regulations, section 3861(d)(2) which prohibits discharges that violate any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code. Work in waters of the state and temporary diversions must not cause exceedances of water quality objectives; accordingly, these conditions require implementation of best practicable treatments and controls to prevent pollution and nuisance, and to maintain water quality.

These conditions are also required pursuant to the state's Anti-Degradation Policy (State Board Resolution No. 68-16), which requires that for any "activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the state will be maintained." All of the Water Quality Control Plans incorporate the state's Anti-Degradation Policy by reference.

If surface waters or ponded waters are not appropriately diverted from areas undergoing grading, construction, excavation, and/or vegetation removal, the waters will be susceptible to erosion and increased sediment loads, contamination and pollution from construction equipment, temperature fluctuations, etc. Diverting waters away from these areas will ensure that the discharge will not exceed water quality objectives, adversely affect beneficial uses of the receiving waters, or cause a condition of nuisance. Dewatered areas must also be stabilized prior to a rainfall event to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. For example, the Water Quality Control Plan for the Central Coast Region, section 3.3.2, prohibits alteration of the suspended sediment load and suspended sediment discharge rate of surface waters in such

as manner as to cause nuisance or adversely affect beneficial uses. Similarly, the Water Quality Control Plan for the San Francisco Bay Region, section 4.19, requires stabilization prior to a rainfall event as necessary to prevent sediment contributions to water bodies.

Consistent with the Dredge or Fill Procedures, section IV.A.2.c, water quality monitoring plans are required for any in-water work, including temporary dewatering or diversions. These conditions are required to assure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained (Water Quality Control Plan for the North Coast Region, section 4.1.8; Water Code section 13267).

Conditions related to groundwater permits is required pursuant to the Cal. Code of Regs, title 23, section 3856(e), which requires complete copies of any final and signed federal, state, or local licenses, permits, and agreements (or copies of drafts if not finalized) that will be required for any construction, operation, maintenance, or other actions associated with the activity.

18. Stormwater

a. Erosion and Sediment Control

Discharges that are not covered under the State Water Board's Stormwater Construction General Permit are required to comply with the conditions in this section (VI.B.a through VI.B.b) pursuant to the California Code of Regulations, section 3861(d)(2), which prohibits discharges that violate any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code. Conditions related to erosion and sediment control design requirements are required to sustain fluvial geomorphic equilibrium. Improperly designed and installed BMPs result in excess sediment, which impairs surface waters, adversely affect beneficial uses, and results in exceedance of water quality objectives in the Water Quality Control Plans in California. Water Quality Control Plans impose design requirements to ensure excess stormwater sediment does not exceed water quality objectives in the plans. For example, "[t]he discharge of sand, silt, clay, or other earthen materials from any activity, including land grading and construction, in quantities which cause deleterious bottom deposits, turbidity or discoloration in waters of the state or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited" (Water Quality Control Plan for the San Diego Region, section 4.18). "Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses. Increases from normal background light penetration for turbidity relatable to waste discharge shall not be greater than 10 percent in areas where natural turbidity is greater than 50 NTU. (Water Quality Control Plan for the San Francisco Region, section 3.3.19.)

Conditions on projects that result in a hydromodification to a water of the state are necessary to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. “Hydromodification is a general term that encompasses effects of projects on the natural hydrologic, geochemical, and physical functions of streams and wetlands that maintain or enhance water quality.” “Protecting beneficial uses within the Region consistent with the federal Clean water Act and Porter-Cologne Act requires careful consideration of projects that result in hydrogeomorphic changes and related adverse impacts to the water quality and beneficial uses of waters of the state.” (Water Quality Control Plan for the San Francisco Region, section 4.26.7.) Improper project design and installation of any project that results in a hydromodification to a waters of the state may trigger bank failure and channel incision which results in excess sediment impacts to downstream beneficial uses.

Many waters in California are high in mercury either naturally or due to historic mining activities. This mercury, when discharged to waters of the state can become bioavailable and impair beneficial uses including Subsistence Fishing (SUB) and Tribal Subsistence Fishing (T-SUB). Effective sediment control is required under the Tribal and Subsistence Fishing Beneficial Uses and Mercury Provisions (Cal. Code of Reg., section 3010.)

b. Stormwater Management

In addition, disturbed areas in delineated waters must be stabilized prior to a rainfall event to assure that the discharge from the proposed project will comply with water quality objectives established for surface waters. For example, the Water Quality Control Plan for the Central Coast Region, section 3.3.2, prohibits the suspended sediment load and suspended sediment discharge rate of surface waters not to be altered in such a manner as to cause nuisance or adversely affect beneficial uses. Similarly, the Water Quality Control Plan for the San Francisco Bay Region, section 4.19, requires stabilization prior to a rainfall event as necessary to prevent sediment contributions to water bodies.

Conditions related to stormwater management are required to comply with the Water Quality Control Plans and to assure that the discharge complies with water quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code. Post-rain erosion and sedimentation problems can contribute to significant degradation of the waters of the state; therefore, it is necessary to take corrective action to eliminate such discharges in order to avoid or minimize such degradation. Implementation of control measures and best management practices (BMPs) described in the condition will assure compliance with water quality objectives including sediment, turbidity, temperature, suspended material, and settleable material. For example, “[w]aters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses. Increases from normal background light penetration for turbidity attributable to waste discharge shall not be greater than 10 percent in areas where natural turbidity is greater than 50 NTU” (Water Quality Control Plan for the San Francisco Region, section 3.3.19). The Water Quality Control Plan for the Central Coast Region, section 3.3.2, prohibits alternation of the suspended sediment load and suspended

sediment discharge rate of surface waters in such as manner as to cause nuisance or adversely affect beneficial uses. The Water Quality Control Plan for the San Francisco Bay Region, section 4.19, requires stabilization prior to a rainfall event as necessary to prevent sediment contributions to water bodies.

C. Mitigation for Temporary Impacts

Conditions in this section related to restoration and/or mitigation of temporary impacts are required pursuant to California Code of Regulations, section 3861(d), which requires the inclusion of conditions to avoid and mitigate all project impacts, and to assure that the discharge complies with water quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code. These conditions are also consistent with the Dredge or Fill Procedures, which requires "in all cases where temporary impacts are proposed, a draft restoration plan that outlines design, implementation, assessment, and maintenance for restoring areas of temporary impacts to pre-project conditions." (Dredge or Fill Procedures section IV. A.2(d) & B.4.)

D. Notifications and Reports

- 1. Accidental Discharges of Hazardous Materials**
- 2. Violation of Compliance with Water Quality Standards**

Conditions 1 and 2, related to the accidental discharge of hazardous materials are necessary to assure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code. Conditions related to notification and reporting requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code.

Conditions related to monitoring and reporting are required pursuant to California Code of Regulations, section 3861(c)(3), which requires the inclusion of "appropriate monitoring and agency-reporting requirements for all activities subject to federal licenses and permits issued in reliance on such certification." These monitoring and reporting requirements are also consistent with the Water Boards' authority to investigate the quality of any waters of the state within its region under Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up

such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

3. In-Water Work

Conditions related to monitoring and reporting are required pursuant to California Code of Regulations, section 3861(c)(3), which requires the inclusion of “appropriate monitoring and agency-reporting requirements for all activities subject to federal licenses and permits issued in reliance on such certification.” These monitoring and reporting requirements are also consistent with the Water Boards’ authority to investigate the quality of any waters of the state within its region under Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

4. Modifications to Project

Authorization under this General Order is granted based on the application information submitted. This condition is necessary to ensure that if there are modifications to the project, that the project remains eligible for coverage under this General Order. Water Code section 13264 prohibits any discharge that is not specifically authorized in this General Order.

5. Water Quality Monitoring

Conditions in this section related to monitoring and reporting are required pursuant to California Code of Regulations, section 3861(c)(3), which requires the inclusion of “appropriate monitoring and agency-reporting requirements for all activities subject to federal licenses and permits issued in reliance on such certification.” These monitoring and reporting requirements are also consistent with the Water Boards’ authority to investigate the quality of any waters of the state within its region under Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

Conditions related to the accidental discharge of hazardous materials are necessary to assure that discharges comply with any water quality objectives adopted or approved under sections 13170 or 13245 of the Water Code. Conditions related to notification and reporting

requirements in the event of an accidental discharge of hazardous materials are required pursuant to section 13271 of the Water Code, which requires immediate notification of the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the state toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.16) of Chapter 7 of Division 1 of Title 2 of the Government Code.

These conditions are also necessary to assure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. (Water Quality Control Plan for the North Coast Region, section 4.1.8; Water Code section 13267; Dredge or Fill Procedures section IV. A.2(c).) For example, what needs to be monitored will depend on the project. (E.g., Water Quality Control Plan for the San Francisco Bay region, section 3.3.12 (sediment).)

E. Application for Coverage and Termination

1. Request for Authorization

These conditions requiring dischargers to identify impacts in a notification are required pursuant to the California Code of Regulations, section 3856(h)(4), which requires dischargers identify “for each water body reported...the total estimated quantity of waters of the United States that may be adversely impacted...” This condition is also consistent with the Dredge or Fill Procedures, section IV.A.1.c and f, which requires applicants to provide a “description of the waters proposed to be impacted by the dredge or fill activity.” (Cal. Code of Reg., section 3013.) (Also see Water Quality Control Plan for the San Francisco Bay Region, section 4.23.2.)

These conditions requiring a description of avoidance and minimization measures are also required pursuant to the California Code of Regulations, section 3856(h)(6), which requires dischargers to provide a “description of any other steps that have been or will be taken to avoid, minimize, or compensate for loss of or significant adverse impacts to beneficial uses of waters of the state.” These conditions are also consistent with the Dredge or Fill Procedures, section IV.B.1.a, which requires applicants to demonstrate that a “sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized to waters of the state.” (Cal. Code of Reg., section 3013.)

2. Signatory Requirements

Condition 2 for signatory requirements is required pursuant to Water Code section 13267, which requires any person discharging waste that could affect the quality of waters to provide to the Water Boards, under penalty of perjury, any technical or monitoring program reports as

required by the Water Boards. The signatory requirements are consistent with 40 C.F.R. section 122.22.

3. Project Status Notifications

4. Project Reporting

Conditions related to notifications, monitoring, and reporting are required pursuant to California Code of Regulations, section 3861(c)(3), which requires the inclusion of “appropriate monitoring and agency-reporting requirements for all activities subject to federal licenses and permits issued in reliance on such certification.” These monitoring and reporting requirements are also consistent with the Water Boards’ authority to investigate the quality of any waters of the state within its region under Water Code section 13267. The burden of preparing these reports, including costs, are reasonable to the need and benefits of obtaining the reports. The reports confirm that the best management practices required under this order are sufficient to protect beneficial uses and water quality objectives. The reports related to accidental discharges also ensure that corrective actions, if any, that are necessary to minimize the impact or clean up such discharges can be taken as soon as possible. The anticipated costs are minimal as the reporting obligations require only visual monitoring and notification reporting.

5. Transfer of Property Ownership

Authorization under this General Order is granted based on the application information submitted, including the legally responsible party. Notification is necessary to confirm whether the new owner wishes to assume legal responsibility for compliance with this General Order. If not, the original discharger remains responsible for compliance with this Order. Water Code section 13264 prohibits any discharge that is not specifically authorized in this General Order.

6. Transfer of Long-Term Best Management Practices Maintenance

Authorization under this General Order is granted based on the application information submitted, including the legally responsible party. Notification is necessary to confirm whether liability for long-term best management practices maintenance is accepted by another entity. If not, the original discharger remains responsible for compliance with this Order. Water Code section 13264 prohibits any discharge that is not specifically authorized in this General Order.

F. Nationwide Specific Impact Size Limits

- 1. NWP 3(a) – Maintenance; NWP 14 – Linear Transportation Projects**
- 2. NWP 12 – Oil or Natural Gas Pipeline Activities; NWP 57 – Electric Utility Line and Telecommunication Activities; and NWP 58 – Utility Line and Activities for Water or Other Substances**

Because of the number, geographic scale, and variety of potential environmental impacts that are possible under NWP 3(a), 12, 57, 58, and 14, temporary and permanent impacts to waters of the state are subject to the project impact size limits and restrictions as described in the General Order, Section VI.F. Project impacts greater than the General Order allows for these NWPs would be more appropriately regulated under an individual certification because they would require additional information and analysis to ensure that they are minimally impacting. The State Water Board would need additional project-specific information, including but not limited to, the location of activities, the receiving water bodies affected, the BMPs proposed, avoidance and minimization measures taken, proposed compensatory mitigation, and a restoration plan for temporary impacts before taking a certification action. For example, projects best management practices may depend on their proximity to waters of the state and whether they are in a floodplain.

These conditions related to project impact size limits are also required pursuant to the California Code of Regulations, section 3861(d), which requires that for a general certification, the category of activities to be certified individually or cumulatively will not have any of the following impacts, taking into account the probable effectiveness of any conditions or certification in avoiding or mitigating such impacts:

- a. Significant adverse impacts on water quality that could feasibly be avoided if individual certification, for the proposed activities seeking individual federal licenses or permits, was issued.
- b. Violation of any water quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code.
- c. The taking of any candidate, threatened, or endangered species or the violation of the federal Endangered Species Act (16 USC Section 1531 et seq.) or the California Endangered Species Act (Fish and Game Code Section 2050 et seq.).
- d. Exposure of people or structures to potential substantial adverse effects – including the risk of loss, injury, or death – from flooding, landslides, or soil erosion.

G. Nationwide Specific Compliance

1. NWP 3 (a) – Maintenance

a. NWP 3(a) Prohibitions

i. Lahontan Water Board

This condition is required pursuant to the Water Quality Control Plan for the Lahontan Region, sections 4.1 and 5.2, which prohibit discharges of waste or deleterious material to surface

waters in certain Hydrologic Units. Section 13243 of the Water Code gives Regional Boards, in Basin Plans (i.e., Water Quality Control Plans) or waste discharge requirements, authority to “specify certain conditions or areas where the discharge of waste, or certain types of waste, will not be permitted.”

ii. Riparian Vegetation

iii. Riparian Tree Removal

Conditions G.1.a.ii and G.1.a.iii above are required to assure that riparian vegetation removal does not significantly affect water quality and its designated uses, and to assure that the activity complies with state water quality objectives or federal water quality standards. Riparian vegetation removal frequently results in increased erosion potential, temperature fluctuations, creating space for invasive species, etc. All Water Quality Control Plans require protection of beneficial uses. For example, in the Water Quality Control Plan for the San Francisco Bay Basin, section 2.1.3, riparian vegetation is an essential component of sustaining cold freshwater habitat (beneficial use of COLD). In addition to providing shade to moderate stream temperature, riparian vegetation provides allochthonous inputs of nutrients to the stream channel in the form of both vegetation and invertebrates.

iv. Roads

v. Armoring Facilities

vi. Gabions

vii. Riprap Installation

viii. Grouted Riprap

Conditions G.1.a.iv through G.1.a.viii above are required to assure that discharges will comply with state water quality requirements. Specifically, activities associated with road maintenance have the potential to exceed water quality objectives established in all the Water Quality Control Plans, including objectives for oil and grease, pH, sediment, settleable materials, temperature, and turbidity. For example, the sediment water quality objective requires that, “the suspended sediment load and suspended sediment discharge rate to surface waters shall not be altered in such a manner as to cause nuisance or adversely affect beneficial uses” (Water Quality Control Plan for the North Coast Region, section 3.3.11).

Conditions related to roads and bridges, and other facilities such as riprap, gabions, and armoring facilities that are within or cross waters of the state, are required to assure that they do not create physical barriers to fish passage and spawning activities. “Any barrier to migration or free movement of migratory fish is harmful. Natural tidal movement in estuaries and unimpeded river flows are necessary to sustain migratory fish and their offspring. A water quality barrier, whether thermal, physical, or chemical, can destroy the integrity of the migration

route and lead to the rapid decline of dependent fisheries” (Water Quality Control Plan for the San Francisco Region, section 2.1.10).

The Water Quality Control Plan for the North Coast Region sets a numeric target of “zero human-caused barriers” for migration barriers on Class I watercourses. (Section 4.2.8). Barriers would also impair beneficial uses designated in the Water Quality Control Plans including “migration of aquatic organisms,” “spawning, reproduction, and/or early development,” “fish migration,” and “fish spawning” (Water Quality Control Plan for the North Coast Region, section 2.2; Water Quality Control Plan for the San Francisco Region, sections 2.1.10 and 2.1.18).

“Hydromodification is a general term that encompasses effects of projects on the natural hydrologic, geochemical and physical functions of streams and wetlands that maintain or enhance water quality.” (Water Quality Control Plan for the San Francisco Region, section 4.26.7.) Conditions related to roads and bridges, and other facilities such as riprap, gabions, and armoring facilities that are within or cross waters of the state, are required to assure that they do not result in adverse impacts related to hydromodification. Failure to comply with these conditions may trigger bank failure, channel incision, or headcutting along the channel thalweg, creating excess sediment and barriers to fish passage. These impacts can impair beneficial uses including fish migration, fish spawning, wildlife habitat, cold freshwater habitat, preservation of rare and endangered species, and warm freshwater habitat (Water Quality Control Plan for the San Francisco Region, section 2.1). “The discharge of sand, silt, clay, or other earthen materials from any activity, including land grading and construction, in quantities which cause deleterious bottom deposits, turbidity or discoloration in waters of the state or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited” (Water Quality Control Plan for the San Diego Region, section 4.18).

ix. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited

This condition prohibiting impacts to oceans, bays, tidal waters, and shores thereof, is required pursuant to the California Code of Regulations, section 3861(d)(1), which requires that activities authorized under this General Order not result in significant adverse impacts on water quality that could feasibly be avoided if individual certification was issued. This condition applies only to this General Order's authorization of projects under NWP's 3(a), 12, 57, 58, and 14. This prohibition does not apply to NWP's 1, 4, 5, 6, 9, 10, 11, 20, 22, 28, 32, 36, and 54, which include activities that are largely dependent on occurring in marine waters. For example, NWP 9 authorizes placement of structures to facilitate mooring of vessels within anchorage areas established by the U.S. Coast Guard, and NWP 10 allows non-commercial, single-boat mooring buoys. Discharges resulting from these types of activities, as long as they meet all conditions of this General Order, will be minimally impacting and not result in adverse impacts to water quality, either individually or cumulatively. Unlike NWP's 1, 4, 5, 6, 9, 10, 11,

20, 22, 28, 32, 36, and 54, which do allow discharges to ocean, bay, tidal waters, or shores thereof, projects authorized under NWPs 3(a), 12, 57, 58, and 14 are generally not marine-water dependent. They include classes of activities that individually or cumulatively may result in significant environmental effects if they were to occur within ocean, bay, or tidal waters, or the shores thereof; therefore it is more appropriate to regulate these activities pursuant an individual water quality certification. Furthermore, the state's Water Quality Control Plan for Ocean Waters of California (revised 2019) states that "protection of the quality of the ocean waters for use and enjoyment by the people of the state requires control of the discharge of waste to ocean waters," and discharges associated with activities related to NWP 3(a), 12, 57, 58, and 14 may individually or cumulatively impact designated beneficial uses of ocean waters of the state (beneficial uses of ocean water are designated as: industrial water supply; water contact and non-contact recreation, including aesthetic enjoyment; navigation; commercial and sport fishing; mariculture; preservation and enhancement of designated Areas of Special Biological Significance (ASBS); rare and endangered species; marine habitat; fish migration; fish spawning and shellfish harvesting).

x. NWP 3(a) Compensatory Mitigation Requirements

Conditions regarding compensatory mitigation are necessary to ensure compliance with state and federal anti-degradation policies. Compensatory mitigation requirements are consistent with State Supplemental Guidelines, section 230.10, restrictions on discharge and the Dredge or Fill Procedures, section IV.B.1.a (Cal. Code of Regs., section 3013), which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also Cal. Code of Regs., section 3856(h) (requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate). Compensatory mitigation conditions are consistent with Executive Order W-59-93 commonly referred to as California's "no net loss" policy for wetlands. Compensatory mitigation requirements are also authorized by Water Code, section 13263, which requires the imposition of requirements that implement water quality control plans, takes into consideration the beneficial uses to be protected, and the need to prevent nuisance.

These conditions related to mitigation requirements are consistent with the Dredged or Fill Procedures, section IV.B.1.a, which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. Accordingly, compensatory mitigation is required for projects that would result in permanent impacts.

2. NWP 12 – Oil or Natural Gas Pipeline Activities

a. NWP 12 Prohibitions

i. Lahontan Water Board

For condition G.2.a.i, see justification for NWP 3(a) (condition G.1.a.i), above.

ii. Riparian Vegetation

iii. Riparian Tree Removal

For conditions G.2.a.ii and G.2.a.iii, see justification for NWP 3(a) (conditions G.1.a.ii and G.1.a.iii), above.

iv. Roads

v. Armoring Facilities

vi. Gabions

vii. Grouted Riprap

For conditions G.2.a.iv through G.2.a.vii, see justification for NWP 3(a) (conditions G.1.a.iv through G.1.a.viii), above.

viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited

For condition G.2.a.ix, see justification for NWP 3(a) (condition G.1.a.ix), above.

b. NWP 12 Directional Drilling

The conditions related to directional drilling are necessary given the risks posed by an inadvertent return of drilling fluids to waters. Given the likely toxicity of the discharge and the proximity to the impacted water, significant adverse impacts to waters would be expected and remediation would be difficult. All Water Quality Control Plans prohibit the discharge of substances in concentrations toxic to human, plant, animal, or aquatic life. Horizontal directional drilling, and similar drilling operations, may result in the unintentional discharge of drilling fluids to waters of the state. These conditions are necessary to ensure that 1) the discharge shall not adversely affect the beneficial uses of the receiving water or cause a condition of nuisance; 2) the discharge shall comply with all applicable water quality objectives; and 3) treatment and control of the discharge shall be implemented to assure that pollution and nuisance will not occur and the highest water quality is maintained. For example, the North Coast Water Quality Control Plan prohibits waters from containing toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. "The concentrations of toxic substances in the water column, sediments or biota shall not adversely affect beneficial uses" (Water Quality Control Plan for the North Coast Region, section 3.3.16).

c. NWP 12 Authorized Permanent Impacts

- i. Facility Replacements**
- ii. Access Road Crossing, Repair, Improvements, and Upgrades**
- iii. New Access Road Crossings/Structure/Outfalls and Widening of Existing Roads**
- iv. Structure Upgrades**
- v. Underground Linear Activities**
- vi. Other**

Section G.2.c.i-vi includes a list of authorized permanent impacts from specific types of activities. The State Water Board has determined that these types of activities are more appropriately regulated under a general certification action than under individual actions, and that the activities will not individual or cumulatively violate water quality objectives or result in significant adverse impacts as long as they comply with all of the eligibility requirements and conditions in this General Order (Cal. Code of Regs., § § 3861 (b)(3) and (d)).

d. NWP 12 Specially Designated Temporary Impacts

Section G.2.d includes a list of specially designated temporary impacts from specific types of activities. The State Water Board has determined that these types of activities are more appropriately regulated under a general certification action than under individual actions, and that the activities will not individual or cumulatively violate water quality objectives or result in significant adverse impacts as long as they comply with all of the eligibility requirements and conditions in this General Order (Cal. Code of Regs., §§ 3861(b)(3) and (d)).

e. NWP 12 Compensatory Mitigation Requirements

Conditions regarding compensatory mitigation are necessary to ensure compliance with state and federal anti-degradation policies. Compensatory mitigation requirements are consistent with State Supplemental Guidelines, section 230.10, restrictions on discharge and the Dredge or Fill Procedures, section IV.B.1.a (Cal. Code of Regs., section 3013), which requires that the Water Boards will approve a project only after it has been determined that a sequence of actions has been taken to first avoid, then to minimize, and lastly compensate for adverse impacts that cannot be practicably avoided or minimized. (See also Cal. Code of Regs., section 3856(h) (requiring submittal of proposed mitigation and description of steps taken to avoid, minimize, or compensate). These compensatory mitigation conditions are consistent with Executive Order W-59-93 commonly referred to as California's "no net loss" policy for wetlands. Compensatory mitigation requirements are also authorized by Water Code, section 13263, which requires the imposition of requirements that implement water quality control

plans, takes into consideration the beneficial uses to be protected, and the need to prevent nuisance.

Compensatory mitigation requirements must comply with subpart J of the Supplemental State Guidelines. Conditions related to financial assurances, in the form of a letter of credit, are also required to ensure that compensatory mitigation will be provided. (State Supplemental Dredge or Fill Guidelines, section 230.93(n)(1).)

3. NWP 57 – Electric Utility Line and Telecommunication Activities

a. NWP 57 Prohibitions

i. Lahontan Water Board

For condition G.3.a.i, see justification for NWP 3(a) (condition G.1.a.i), above.

ii. Riparian Vegetation

iii. Riparian Tree Removal

For conditions G.3.a.ii and G.3.a.iii, see justification for NWP 3(a) (conditions G.1.a.ii and G.1.a.iii), above.

iv. Roads

v. Armoring Facilities

vi. Gabions

vii. Grouted Riprap

For conditions G.3.a.iv through G.3.a.vii, see justification for NWP 3(a) (conditions G.1.a.iv through G.1.a.viii), above.

viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited

For condition G.3.a.viii, see justification for NWP 3(a) (condition G.1.a.ix), above.

b. NWP 57 Directional Drilling

For condition G.3.b, see justification for NWP 12 (condition G.2.b), above.

c. NWP 57 Authorized Permanent Impacts

i. Facility Replacements

ii. Access Road Crossing, Repair, Improvements, and Upgrades

- iii. **New Access Road Crossings/Structure/Outfalls and Widening of Existing Roads**
- iv. **Utility Structure Upgrades**
- v. **Underground Linear Activities**
- vi. **Other**

For conditions G.3.c.i through G.3.c.vi, see justification for NWP 12 (conditions G.2.c.i through G.3.c.vi), above.

d. NWP 57 Specially Designated Temporary Impacts

For condition G.3.d, see justification for NWP 12 (condition G.2.d), above.

e. NWP 58 Compensatory Mitigation Requirements

For condition G.3.e, see justification for NWP 12 (condition G.2.e), above.

4. NWP 58 – Utility Line Activities for Water and Other Substances

a. NWP 58 Prohibitions

i. Lahontan Water Board

For condition G.4.a.i, see justification for NWP 3(a) (condition G.1.a.i), above.

ii. Riparian Vegetation

iii. Riparian Tree Removal

For conditions G.4.a.ii and G.4.a.iii, see justification for NWP 3(a) (conditions G.1.a.ii and G.1.a.iii), above.

iv. Roads

v. Armoring Facilities

vi. Gabions

vii. Grouted Riprap

For conditions G.4.a.iv through G.4.a.vii, see justification for NWP 3(a) (conditions G.1.a.iv through G.1.a.viii), above.

viii. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited

For condition G.4.a.viii, see justification for NWP 3(a) (condition G.1.a.ix), above.

b. NWP 58 Directional Drilling

For condition G.4.b, see justification for NWP 12 (condition G.2.b), above.

c. NWP 58 Authorized Permanent Impacts

- i. Facility Replacements**
- ii. Access Road Crossing, Repair, Improvements, and Upgrades**
- iii. New Access Road Crossings/Structure/Outfalls and Widening of Existing Roads**
- iv. Utility Structure Upgrades**
- v. Underground Linear Activities**
- vi. Other**

For conditions G.4.c.i through G.4.c.vi, see justification for NWP 12 (conditions G.2.c.i through G.2.c.vi), above.

d. NWP 58 Specially Designated Temporary Impacts

For condition G.4.d, see justification for NWP 12 (condition G.2.d), above.

e. NWP 58 Compensatory Mitigation Requirements

For condition G.4.e, see justification for NWP 12 (condition G.2.e), above.

5. NWP 14 – Linear Transportation Projects

a. NWP 14 Prohibitions

i. Lahontan Water Board

For condition G.5.a.i, see justification for NWP 3(a) (condition G.1.a.i), above.

ii. Riparian Vegetation

iii. Riparian Tree Removal

For conditions G.5.a.ii and G.5.a.iii, see justification for NWP 3(a) (conditions G.1.a.ii and G.1.a.iii), above.

iv. Roads

v. Armoring Facilities

vi. Gabions

vii. Riprap Installation

viii. Grouted Riprap

For conditions G.5.a.iv through G.5.a.viii, see justification for NWP 3(a) (conditions G.1.a.iv through G.1.a.viii), above.

ix. Construction, replacement, or expansion of facilities in any ocean, bay, tidal waters or shores thereof are prohibited

For condition G.5.a.ix, see justification for NWP 3(a) (condition G.1.a.ix), above.

f. NWP 14 Compensatory Mitigation Requirements

For condition G.5.f, see justification for NWP 3 (a) (condition G.1.b), above.

6. NWP 36 – Boat Ramps

a. Lahontan Water Board Prohibition

For condition G.6.a, see justification for NWP 3(a) (condition G.1.a.i), above.

b. Uncured cement

Concrete/cement is an alkaline component that has the potential to raise the pH of water resources to levels that would negatively affect beneficial uses. This condition is required pursuant to the Water Quality Control Plans in California, which require compliance with water quality objectives for pH. For example, the Water Quality Control Plan for the North Coast Region, section 3.3.9, requires that the “pH shall conform to those limits listed in Table 3-1. For waters not listed in Table 3-1 and where pH objectives are not prescribed, the pH shall not be depressed below 6.5 nor raised above 8.5. Changes in normal ambient pH levels shall not exceed 0.2 units in waters with MAR or SAL beneficial uses nor 0.5 units within the range specified above in fresh waters with COLD or WARM beneficial uses.” The Water Quality Control Plan for the San Francisco Region, section 3.3.9 requires the “pH shall not be depressed below 6.5 nor raised above 8.5. This encompasses the pH range usually found in waters within the basin. Controllable water quality factors shall not cause changes greater than 0.5 units in normal ambient pH levels.”

XI. Denial and Compliance with 40 CFR Part 121.7(e)(2)

The following NWPs are denied: 2, 3(b), 3(c), 7, 8, 13, 15, 16, 17, 18, 19, 21, 23, 24, 25, 27, 29, 30, 31, 33, 34, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 48, 49, 50, 51, 52, 53, A, B, and E. These NWPs are denied because the State Water Board does not have reasonable assurance that the denied NWPs will comply with the applicable provisions of sections 301, 302, 303, 306 and 307 of the Clean Water Act and appropriate requirements of state law. (See

33 USC § 1341.) Any future Clean Water Act section 401 certification action on projects authorized by these denied NWP's will be considered on an individual, project-specific basis.

The State Water Board is able to certify the NWP's specified in Attachment E because they are similar activities that will cause similar impacts, have very small, mostly temporary impacts to waters of the state, and more predictable impacts to waters. In contrast, it is not possible to determine whether all the activities authorized by the denied NWP's will comply with California Code of Regulations, section 3861(d), which prohibits the issuance of a general certification unless the activities to be certified will not have any of the following impacts:

- (1) Significant adverse impacts on water quality that could feasibly be avoided if individual certification, for the proposed activities seeking individual federal licenses or permits, was issued.
- (2) Violation of any water quality objectives adopted or approved under Sections 13170 or 13245 of the Water Code.
- (3) The taking of any candidate, threatened, or endangered species or the violation of the federal Endangered Species Act (16 USC Section 1531 et seq.) or the California Endangered Species Act (Fish and Game Code Section 2050 et seq.).
- (4) Exposure of people or structures to potential substantial adverse effects – including the risk of loss, injury, or death – from flooding, landslides, or soil erosion.

The denied NWP's may individually or cumulatively have the above impacts. NWP projects may occur anywhere within California and include a broad range of activities. NWP's authorize impacts of up to 0.5 acres of waters. Pursuant to California Code of Regulations, section 3837, a certification request may be denied when compliance with water quality standards and other appropriate requirements is not yet determined. The State Water Board would need additional project-specific information, including but not limited to, the location of activities, the receiving water bodies affected, the BMP's proposed, avoidance and minimization measures taken, proposed compensatory mitigation, and a restoration plan for temporary impacts before taking a certification action. For example, projects best management practices may depend on their proximity to waters of the state and whether they are in a floodplain. In another example, the Corps does not require compensatory mitigation for impacts of 0.10 acres or less. The Water Boards routinely required compensatory mitigation for impacts smaller than that threshold pursuant to their authority under Water Code, section 13263 and as is consistent with Dredge or Fill Procedures, section IV.B.5 and subpart J of the State Supplemental Guidelines. Without this information, the State Water Board cannot determine potential impacts on beneficial uses. Specifically, the State Water Board would need additional information regarding significant adverse impacts on water quality to determine what environmental documentation would be necessary, if any, to comply with CEQA. (See, e.g., Pub. Res. Code §§ 21081; 21082.3, 21092.) Pursuant to California Code of Regulations,

section 3856(f), “the certification agency shall be provided with and have ample time to properly review a final copy of valid CEQA documentation before taking a certification action.” Accordingly, certification action for these NWP’s is more appropriate on an individual basis. California Code of Regulations, section 3861(c)(5) requires that general certifications meet all applicable requirements of CEQA.

Attachment B – Report and Notification Requirements

Report Submittal Instructions:

1. Check the box on the Report and Notification Cover Sheet (page 9 and 10 of Attachment B) next to the report or notification you are submitting. See the General Order and Notice of Applicability (NOA) for report and notification requirements specific to your project.
2. Complete and sign the Report and Notification Cover Sheet and attach all information requested for the Report or Notification Type.
3. Submit the signed Report and Notification Cover Sheet and required information via email to the Water Board staff assigned to your project.
4. Submit **NWP 12, 57, and 58** Reports and Notifications to:
SWBNWP@waterboards.ca.gov.
5. Include in the subject line of the email:
ATTN: [Staff Name] and [Reg Measure ID] Report

Map/Photo Instructions:

Map Format Information: Preferred map formats of at least 1:24000 (1" = 2000') detail (listed in order of preference):

- **GIS shapefiles:** The shapefiles must depict the boundaries of all project areas and extent of aquatic resources impacted. Each shape should be attributed with the extent/type of impacted aquatic resources. Features and boundaries should be accurate to within 33 feet (10 meters). Identify datum/projection used and if possible, provide map with a North American Datum of 1983 (NAD83) in the California Teale Albers projection in feet.
- **Google KML files** saved from Google Maps: My Maps or Google Earth Pro. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. Include URL(s) of maps. If this format is used include a spreadsheet with the object ID attributed with the extent/type of each impacted aquatic resource.
- **Other electronic format** (CAD or illustration format) that provides a context for location (inclusion of landmarks, known structures, geographic coordinates, or USGS DRG or DOQQ). Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.
- Aquatic resource maps marked on paper **USGS 7.5 minute topographic maps** or **Digital Orthophoto Quarter Quads (DOQQ)** printouts. Maps must show the boundaries of all project areas and extent/type of aquatic resources impacted. If this format is used include a spreadsheet with the object ID and attributed with the extent/type of aquatic resources impacted.

Photo-Documentation: Include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos should be taken from the same vantage point to compare pre/post construction conditions.

Part A – Annual Reports

Report Type 1 – Annual Report

1. **Report Purpose** - Notify the Water Board staff of project status throughout the duration of the project.
2. **When to Submit** – If required in the NOA, the discharger shall submit an annual report each year by the date specified in the NOA until a Notice of Project Complete Letter is issued to the discharger.
3. **Report Contents** - The contents of the annual report shall include the topics indicated below. Report contents are outlined in Annual Report Topics below.
 - **Topic 1: Construction Summary**
 - **Topic 2: Mitigation for Temporary Impacts Status**
 - **Topic 3: Compensatory Mitigation for Permanent Impacts Status**
 - a. **Annual Report Topic 1 - Construction Summary** - Project progress and schedule including initial ground disturbance, site clearing and grubbing, road construction, site construction, and the implementation status of construction storm water best management practices (BMPs). If construction has not started, provide estimated start date and reasons for delay.
 - i. Map showing general project progress.
 - ii. Summary of Conditional Notification and Report Types 6 and 7 (Part C below), if applicable.
 - b. **Annual Report Topic 2 - Mitigation for Temporary Impacts Status**
 - i. Planned date of initiation and map showing locations of mitigation for temporary impacts to waters of the state and all upland areas of temporary disturbance which could result in a discharge to waters of the state.
 - ii. If mitigation for temporary impacts has already commenced, provide a map and information concerning attainment of performance standards contained in the restoration plan.
 - c. **Annual Report Topic 3 - Compensatory Mitigation for Permanent Impacts Status - *If not applicable report “N/A.”**
 - **NWP 3(a) and 14 Projects:** Include the following as required by the approved Compensatory Mitigation Plan:
Permittee Responsible:
 - If mitigation has not been installed, the planned installation date(s).
 - If installation is in progress, a map of what has been completed to date.

- If installation is complete, provide a final map and information concerning attainment of performance standards contained in the compensatory mitigation plan.

Mitigation Bank or In-Lieu Fee (ILF):

- Status or proof of purchase of credit types and quantities.
 - The name of bank/ILF program and contact information.
 - If ILF, project location and type, if known.
- **NWP 12, 57, and 58 Projects:** By January 15 of each year, provide the following for all NWP 12, 57, and 58 projects that require compensatory mitigation to offset permanent impacts to waters of the state. This information may be provided within the Annual Report, or as a separate report submission:
 - Regulatory measure ID.
 - NOA effective date.
 - Summary of total permanent impacts incurred through December 31 of the previous year including:
 - Impacted water body type(s) (lake, ocean, bay, estuary, stream channel, riparian zone, or wetland); and
 - Permanent impact quantity (acres and linear feet).
 - Proposed credit purchase or proof of purchase to offset the previous year's permanent impacts from a Corps approved mitigation bank or ILF, including:
 - Credit types and quantities;
 - The name of bank/ILF program and contact information; and
 - If ILF, project location and type, if known.
 - If applicable, mitigation required by California Department of Fish and Wildlife for riparian impacts.

Part B – Project Status Notifications

Report Type 2 - Commencement of Construction

1. **Report Purpose** - Notify Water Board staff prior to the start of construction.
2. **When to Submit** - Must be received at least seven (7) days prior to start of initial ground disturbance activities.
3. **Report Contents** -
 - a. Date of commencement of construction.
 - b. Anticipated date when discharges to waters of the state will occur.
 - c. Project schedule milestones including a schedule for onsite compensatory mitigation, if applicable.
 - d. Construction Storm Water General Permit WDID No., if applicable.

Report Type 3 - Request for Notice of Project Complete Letter

1. **Report Purpose** - Notify Water Board staff that construction and/or any post-construction monitoring is complete, and no further project activity is planned. Water Board staff will review the request and send a Project Complete Letter to the discharger upon approval. Termination of annual invoicing of fees will correspond with the date of the Project Complete Letter.
2. **When to Submit** - Must be received by Water Board staff within thirty (30) days following completion of all project activities.
3. **Report Contents** -
 - a. **Part A: Stormwater Compliance**
 - i. Status of post-construction stormwater BMP installation, pursuant to the General Order.
 - b. **Part B: Mitigation for Temporary Impacts**
 - i. A report establishing that the performance standards outlined in the restoration plan have been met for project site upland areas of temporary disturbance which could result in a discharge to waters of the state.
 - ii. A report establishing that the performance standards outlined in the restoration plan have been met for restored areas of temporary impacts to waters of the state. Pre- and post-photo documentation of all restoration sites.
 - c. **Part C: Permittee Responsible Compensatory Mitigation**
 - i. A report establishing that the performance standards outlined in the compensatory mitigation plan have been met.

- ii.** Status on the implementation of the long-term maintenance and management plan and funding of endowment.
- iii.** Pre- and post-photo documentation of all compensatory mitigation sites.
- iv.** Final maps of all compensatory mitigation areas (including buffers).

Part C – Conditional Notifications and Reports

Report Type 4 - Accidental Discharge of Hazardous Material Report

1. **Report Purpose** - Notifies Water Board staff that an accidental discharge of hazardous material has occurred.
2. **When to Submit** - Within five (5) working days following the date of an accidental discharge. Continue reporting as required by Water Board staff.
3. **Report Contents** -
 - a. The report shall include the Office of Emergency Services (OES) Incident/Assessment Form, a full description and map of the accidental discharge incident (i.e. location, time and date, source, discharge constituent and quantity, aerial extent, and photo documentation). If applicable, the OES Written Follow-Up Report may be substituted.
 - b. If applicable, any required sampling data, a full description of the sampling methods including frequency/dates and times of sampling, equipment, locations of sampling sites.
 - c. Locations and construction specifications of any barriers, including silt curtains or diverting structures, and any associated trenching or anchoring.

Report Type 5 - Violation of Compliance with Water Quality Standards Report

1. **Report Purpose** - Notifies Water Board staff that a violation of compliance with water quality standards has occurred.
2. **When to Submit** - The discharger shall report any event that causes a violation of water quality standards within three (3) working days of the noncompliance event notification to Water Board staff.
3. **Report Contents** - The report shall include: the cause; the location shown on a map; and the period of the noncompliance including exact dates and times. If the noncompliance has not been corrected, include: the anticipated time it is expected to continue; the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance; and any monitoring results if required by Water Board staff.

Report Type 6 - In-Water Work and Diversions Water Quality Monitoring Report

1. **Report Purpose** - Notifies Water Board staff of the completion of in-water work.
2. **When to Submit** - Within seven (7) working days following the completion of in-water work. Continue reporting in accordance with the approved water quality monitoring plan.
3. **Report Contents** - As required by the approved water quality monitoring plan.

Report Type 7 - Modifications to Project Report

1. **Report Purpose** - Notifies Water Board staff if the project, as described in the application materials, is altered in any way or by the imposition of subsequent permit conditions by any local, state, or federal regulatory authority.
2. **When to Submit** - If project implementation as described in the application materials is altered in any way or by the imposition of subsequent permit conditions by any local, state, or federal regulatory authority.
3. **Report Contents** - A description and location of any alterations to project implementation. Identification of any project modifications that will interfere with the discharger's compliance with the Order.

Report Type 8 - Transfer of Property Ownership Report

1. **Report Purpose** - Notifies Water Board staff of change in ownership of the project or permittee-responsible mitigation area.
2. **When to Submit** - At least 10 working days prior to the transfer of ownership.
3. **Report Contents** -
 - a. A statement that the discharger has provided the purchaser with a copy of the Order and that the purchaser understands and accepts:
 - i. The Order's requirements and the obligation to implement them or be subject to administrative and/or civil liability for failure to do so; and
 - ii. Responsibility for compliance with any long-term BMP maintenance plan requirements in the Order.
 - iii. A statement that the discharger has informed the purchaser to submit a written request to the Water Board to be named as the discharger in a revised order.

Report Type 9 - Transfer of Long-Term BMP Maintenance Report

1. **Report Purpose** - Notifies Water Board staff of transfer of long-term BMP maintenance responsibility.
2. **When to Submit** - At least 10 working days prior to the transfer of BMP maintenance responsibility.
3. **Report Contents** - A copy of the legal document transferring maintenance responsibility of post-construction BMPs.

Report and Notification Cover Sheet

Project: [Project Name]
Discharger: [Applicant]
WDID/File Number: [#####]
Reg. Meas. ID: [#####]
Place ID: [#####]
Order Effective Date:¹ [Click here to enter a date](#)

Report Type Submitted

A. Part A – Project Reporting

Report Type 1 Annual Report

B. Part B – Project Status Notifications

Report Type 2 Commencement of Construction

Report Type 3 Request for Notice of Project Complete Letter

C. Part C – Conditional Notifications and Reports

Report Type 4 Accidental Discharge of Hazardous Material Report

Report Type 5 Violation of Compliance with Water Quality Standards Report

Report Type 6 In-Water Work/Diversions Water Quality Monitoring Report

Report Type 7 Modifications to Project Report

Report Type 8 Transfer of Property Ownership Report

Report Type 9 Transfer of Long-Term BMP Maintenance Report

¹ The date the NOA was issued. If an NOA or Notice of Exclusion (NOE) was not issued for the project, the effective date is 45 days from the date the discharger submitted a complete Notice of Intent (NOI) to the Water Boards.

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

Print Name¹

Affiliation and Job Title

Signature

Date

¹STATEMENT OF AUTHORIZATION (include if authorization has changed since application was submitted)

I hereby authorize _____ to act in my behalf as my representative in the submittal of this report, and to furnish upon request, supplemental information in support of this submittal.

Signature

Date

***This Report and Notification Cover Sheet must be signed by a Duly Authorized Representative and included with all written submittals.**

ATTACHMENT D – SIGNATORY REQUIREMENTS

All documents submitted in compliance with this Order shall meet the following signatory requirements:

- 1.** All applications, reports, or information submitted to the Water Board must be signed and certified by the legally responsible party as follows:
 - a.** For a corporation, by a responsible corporate officer of at least the level of vice-president.
 - b.** For a partnership or sole proprietorship, by a general partner or proprietor, respectively.
 - c.** For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official. This includes the chief executive officer of the agency or the senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of the U.S. EPA).
- 2.** A duly authorized representative of the legally responsible party may sign documents if:
 - a.** The authorization is made in writing by the legally responsible party.
 - b.** The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity.
 - c.** The written authorization is submitted to the Water Board Staff Contact prior to submitting any documents listed in item 1 above.
- 3.** Any person signing a document under this section shall make the following certification:

“I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Burtech Pipeline, Incorporated, herein called "Contractor" for construction of **Sewer Group 836**; Bid No. **K-23-2149-DBB-3**; in the total amount Five Million Four Hundred Seventy Eight Thousand One Hundred Seventy Three Dollars and Fifty Eight Cents (\$5,478,173.58), which is comprised of the Base Bid plus Additive Alternate C., consisting of an amount not to exceed \$2,902,000 for Phase I and \$2,141,173.58 for Phase II and \$435,000 for Phase III.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement, Long Term Revegetation Maintenance Agreement.
 - (e) That certain documents entitled **Sewer Group 836**, on file in the office of the Purchasing & Contracting Department as Document No. **B-13232**, as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Sewer Group 836**, Bid Number **K-23-2149-DBB-3**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).

CONTRACT AGREEMENT (continued)

5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

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 **522.3102** authorizing such execution.

THE CITY OF SAN DIEGO

By Beric Doringo

Print Name: Beric Doringo
Deputy Director
Purchasing & Contracting Department

Date: 5/16/2023

APPROVED AS TO FORM

Mara W. Elliott City Attorney
By [Signature]

Print Name: ADAM WOOD
Deputy City Attorney

Date: 5/16/23

CONTRACTOR

By ✓ [Signature]

Print Name: Dominic J. Burtech

Title: President & CEO

Date: March 28, 2023

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000006324

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid, 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.

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

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 CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

AFFIDAVIT OF DISPOSAL

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

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

Sewer Group 836

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2149-DBB-3**; SAP No. (WBS) **B-13232**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY*** SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

***** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**
- F. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That BURTECH PIPELINE, INCORPORATED as Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY as Surety, are held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled

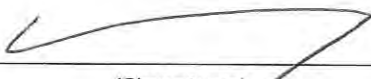
SEWER GROUP 836; BID NO. K-23-2149-DBB-3

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

SIGNED AND SEALED, this 31ST day of JANUARY, 2023

BURTECH PIPELINE, INCORPORATED (SEAL)
(Principal)

NATIONWIDE
MUTUAL INSURANCE COMPANY (SEAL)
(Surety)

By: 
(Signature)
DOMINIC J. BURTECH, JR., PRESIDENT

By: 
(Signature)
SANDRA FIGUEROA, ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California)
County of San Diego)
On 2/7/2023 before me, Arthur Patrick Arquilla, Notary Public
Date Here Insert Name and Title of the Officer
Personally appeared Dominic Burtch
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 Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____ Document Date _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name _____

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

Signer's Name _____

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

Signer Is Representing _____

Signer Is Representing _____

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 1/31/2023 before me, TRACY LYNN RODRIGUEZ, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared SANDRA FIGUEROA
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 *Tracy Lynn Rodriguez*
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SANDRA FIGUEROA 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: _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: HELEN MALONEY; JOHN G MALONEY; MARK D IATAROLA; SANDRA FIGUEROA; TRACY LYNN RODRIGUEZ;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31ST day of JANUARY, 2023.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

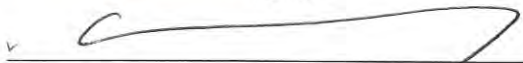
- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN
None					

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO
Name


Signature Date 2/8/2023

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Burtech Pipeline, Incorporated			
Street Address	City	State	Zip
1325 Pipeline Drive	Vista	CA	92081
Contact Person, Title		Phone	Fax
Buddy Aquino - Chief Estimator		(760) 634-2822	(760) 634-2415

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

* The precise nature of the interest includes:

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

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

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

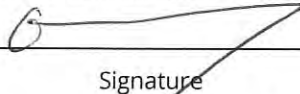
Name	Title/Position
Dominic J. Burtech	President & CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
51%	

Name	Title/Position
Julie J. Burtech	Exec. VP & Secretary
City and State of Residence	Employer (if different than Bidder/Proposer)
Encinitas, CA	
Interest in the transaction	
49%	

* 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.

Dominic J. Burtech - President & CEO ✓



2/8/2023

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</i> and <i>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
Dominic J. Burtech	President & CEO
Julie J. Burtech	Exec. VP & Secretary

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.

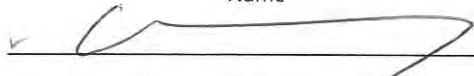
If there are any exceptions to this certification, insert the exceptions in the following space.

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: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Signature

Date 2/8/2023

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
RAP Engineering, Inc.	
Robert Perez	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
NuLine Technologies, LLC	
Frank Durazo	Partner
Salvador Aquino	Partner
Dominic & Julie Burtech	Partners

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Miramar General Engineering	
Alex Karaja	President

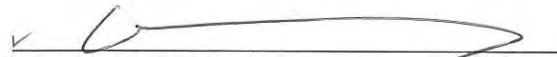
SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Solid Structures, Inc.	
Jeffrey Hicks	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 2/8/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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
Code 3 Media	
Chris Marquart	Sole Proprietor

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
G. Scott Asphalt, Inc.	
Daniel C Wemple	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
R & C Structures, Inc.	
Kelly Santar	President
Peter Santar	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Makelele Systems	
Jose Cardenas	President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 2/8/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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
Piperin Corporation	
Craig Barry	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
REC TRUCKING INC dba AR Concrete	
Rafael Teran	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Precision Striping	
Timothy Martin	President
Jason Gable	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Zebtron Contracting, Inc.	
Roger Decker	President
Gregory Hex	Vice President

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 2/8/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

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
Golden State Boring & Pipe Jacking, Inc.	
Jeffrey Johnson	President
Rick Anderson	Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Morrow Trenchless	
Robert Morrow	Member

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: Burtech Pipeline, Incorporated

Certified By Dominic J. Burtech Title President & CEO

Name



Date 2/8/2023

Signature

USE ADDITIONAL FORMS AS NECESSARY*

SUBCONTRACTORS FOR ALTERNATES

*** FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY ***
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
Additive Alternate A	Name: <u>Miramar General Engineering</u> Address: <u>1827 Cleveland Ave.,</u> City: <u>National City</u> State: <u>CA</u> Zip: <u>91950</u> Phone: <u>619-434-5900</u> Email: <u>alex@miramargeneral.com</u>	1009541	1000033057	Constructor	Concrete works BI#97, 100, 101, 102,103, 104	\$120,134.00
Additive Alternate A	Name: <u>RAP Engineering, Inc.</u> Address: <u>503 E. Mission Road</u> City: <u>SAn Marcos</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-233-2980</u> Email: <u>swhitlock@rapenginc.com</u>	880956	1000002968	Constructor	BI# 98 & 99 Cold Mill and Asphalt Overlay	\$63,621.25
Deductive Alternate B	Name: <u>G. Scott Asphalt, Inc.</u> Address: <u>358 Trousdale Drive</u> City: <u>Chula Vista</u> State: <u>CA</u> Zip: <u>91910</u> Phone: <u>619-420-1854</u> Email: <u>danc@asphaltrepairs.com</u>	751836	1000004252	Constructor	BI#105, 106 & 107	-\$38,724.80
Additive Alternate C	Name: <u>RAP Engineering, Inc.</u> Address: <u>503 E. Mission Road</u> City: <u>SAn Marcos</u> State: <u>CA</u> Zip: <u>92069</u> Phone: <u>760-233-2980</u> Email: <u>swhitlock@rapenginc.com</u>	880956	1000002968	Constructor	BI#111, 112, 113, 114, 115, & 117	\$87,876.55

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING
SLBE/ELBE PARTICIPATION GOALS**

City of San Diego

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

ADDENDUM A



FOR

SEWER GROUP 836

BID NO.: K-23-2149-DBB-3
SAP NO. (WBS/IO/CC): B-13232
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 5, 6, 7, 9
PROJECT TYPE: JA

BID DUE DATE:

2:00 PM
FEBRUARY 8, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. Can you please request and / or clarify size and specifications for DI Pipe Sleeve (ID , OD ,wall thickness, type coating interior/exterior) on 15" PVC and 8" ?.

A1. Please see Pipe Support Sections on Drawing Number 38144-16-D. The pressure class provides requested dimensions.

Q2. Does the whole run of 15" and 8" PVC With Sleeves pipes (Bid Items 33 and 34 respectively) is intended to be exposed ?, if so, no bedding, backfill etc. will be required?, as well well for Manoel No.1 – No. 3?

A2. The portion of exposed pipe and above ground manholes are shown in the profile on Drawing Number 38144-3-D.

C. REQUIRED DOCUMENTS SCHEDULE

1. To the Required Documents table, page 4, **DELETE** in its entirety and **SUBSTITUTE** the following:

<u>ITEM</u>	<u>DOCUMENT TO BE SUBMITTED</u>	<u>WHEN DUE</u>	<u>FROM</u>
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Contractor’s Experience and Past Project Documentation. See SSP and 2021 WB Section 500-2.1, “Initial Submittals”	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Manufacturer Authorized Installer Certification. See SSP and 2021 WB Section 500-2.1, "Initial Submittals"	At Time of Bid	ALL BIDDERS
12.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
13.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER
14.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
15.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
16.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

D. CERTIFICATIONS AND FORMS

1. To Electronically Submitted Forms, page 373, **ADD** the following:
 - G. Contractor's Experience and Past Project Documentation per SSP and 2021 WB Section 500-2.1, "Initial Submittals"
 - H. Manufacturer Authorized Installer Certification per SSP and 2021 WB Section 500-2.1, "Initial Submittals"

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 12, 2023*
San Diego, California

RA/AJ/rs

City of San Diego

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

ADDENDUM B



FOR

SEWER GROUP 836

BID NO.: K-23-2149-DBB-3
SAP NO. (WBS/IO/CC): B-13232
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 1, 2, 3, 4, 5, 6, 7, 9
PROJECT TYPE: JA

BID DUE DATE:

2:00 PM
FEBRUARY 8, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

ENGINEER OF WORK

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


Arief Naftali

01-25-2023

Seal:



1) Registered Engineer
(Traffic Control)

Date



01-25-2023

Seal:



2) For City Engineer

Date

A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER’S QUESTIONS

Q1. Is there plans available showing CIPP run length and connections as well as manhole depths.

A1. Pipeline rehabilitation is shown on plans, 38144-03-D, Exhibit Plan Maps in Appendix N. Details of the scope of work for the rehabilitation of the exhibit plan maps is included in Appendix M.

Q2. Where can we find the (D-Sheet) indicated on different Bid Items

A2. In PlanetBids, under Documents, Item number 2, titled “Plans”.

C. CLARIFICATIONS

1. To the Cover Page, **DELETE** in its entirety and **SUBSTITUTE** with page 7 of this Addendum.

D. ADDENDUM

1. To Addendum A, Section C, Required Documents Schedule, pages 2 to 4, **item 1, DELETE** in its entirety and **SUBSTITUTE** with the following:

<u>ITEM</u>	<u>DOCUMENT TO BE SUBMITTED</u>	<u>WHEN DUE</u>	<u>FROM</u>
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	List of Subcontractors for Alternate Items	At Time of Bid	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Bid Bond (Original)	By 5 PM 1 working day after bid opening	ALL BIDDERS
8.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
9.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of the Notice of Intent to Award	AWARDED BIDDER
11.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
13.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
14.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

2. To Addendum A, Section D, Certifications and Forms, page 5, **item 1**, **DELETE** in its entirety.

E. NOTICE INVITING BIDS

1. To Item 11, **Phased Funding**, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

PHASED FUNDING: This contract may be subject to phased funding, for Conditions, see Attachment B.

F. ATTACHMENTS

1. To Attachment B, **Phased Funding Provisions**, pages 26 through 27, **DELETE** in their entirety and **SUBSTITUTE** with pages 8 through 9 of this Addendum.

G. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, page 76, **Section 500, Pipeline Rehabilitation**, **DELETE** in its entirety.

H. PLANS

1. To Drawing Numbers **38144-1-D, 38144-T1-D, 38144-T10-D** through **38144-T13-D, DELETE** in their entirety and **REPLACE** with pages 10 through 15 of this Addendum.
2. **ADD** Drawing Number **38144-15-D**, page 16 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *January 26, 2023*
San Diego, California

RA/AJ/rs

City of San Diego

CONTRACTOR'S NAME: _____
ADDRESS: _____
TELEPHONE NO.: _____ FAX NO.: _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
S. Cochinwala / A. Jaro / R. Sigston

BIDDING DOCUMENTS



FOR

SEWER GROUP 836

BID NO.: _____ **K-23-2149-DBB-3**
SAP NO. (WBS/IO/CC): _____ **B-13232**
CLIENT DEPARTMENT: _____ **2000**
COUNCIL DISTRICT: _____ **1, 2, 3, 4, 5, 6, 7, 9**
PROJECT TYPE: _____ **JA**

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

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

THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING

BID DUE DATE:

2:00 PM
FEBRUARY 8, 2023

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

<http://www.sandiego.gov/cip/bidopps/index.shtml>

PHASED FUNDING SCHEDULE AGREEMENT

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

BID NUMBER: _____

CONTRACT OR TASK TITLE: _____

CONTRACTOR: _____

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1				\$
2				\$
3				\$
Contract Total				\$

Notes:

- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: _____

Construction Senior Engineer

Signature: _____

Date: _____

PRINT NAME: _____

Design Senior Engineer

Signature: _____

Date: _____

CONTRACTOR

PRINT NAME: _____

Title: _____

Signature: _____

Date: _____

SEWER GROUP 836

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL "POTHOLE" ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL BURIED DUCTILE IRON PIPE AND FITTINGS SHALL BE COATED AND HOLIDAY FREE AS SPECIFIED IN THE WHITEBOOK. IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF ANY BURIED PIPE MATERIALS ARE TO BE CHANGED FROM NONMETALLIC TO METALLIC DURING THE CONSTRUCTION PHASE, THIS CHANGE MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE CITY'S CORROSION ENGINEER.
- UNLESS OTHERWISE NOTED, ALL GAS AND ELECTRIC FACILITIES SHALL BE PROTECTED IN PLACE ALL-TIME IN ACCORDANCE WITH SDG&E CLEARANCE REQUIREMENTS. GAS PIPES GREATER THAN 2 INCH SHALL HAVE A MINIMUM OF 18 INCH CLEARANCE FOR VERTICAL CROSSING AND A MINIMUM OF 12 INCH HORIZONTAL CLEARANCE FROM ALL STRUCTURES. GAS PIPES 2 INCH AND SMALLER SHALL HAVE A MINIMUM OF 12 INCH CLEARANCE FOR VERTICAL CROSSING AND A MINIMUM OF 12 INCH HORIZONTAL CLEARANCE FROM ALL STRUCTURES. UNDERGROUND ELECTRIC LINES SHALL HAVE A MINIMUM OF 6 INCH SEPARATION FOR VERTICAL CROSSING AND A MINIMUM OF 12 INCH HORIZONTAL SEPARATION FROM ALL STRUCTURES. POTHOLES REQUIRED PRIOR TO INSTALLATION OF THE SEWER MAIN IN ORDER TO ENSURE MINIMUM CLEARANCES ARE MET OF SDG&E FACILITIES INCLUDING SERVICES.

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 1.39
HYDROLOGIC UNIT & WATERSHED SEE SHEET INDEX
HYDROLOGIC SUBAREA NAME & NO. SEE SHEET INDEX
 - THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 MINOR WPCP
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 WPCP
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 SWPPP
 THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DW0 AS AMENDED BY ORDER 2010-0014-DW0 AND 2012-0006-DW0
 TRADITIONAL RISK LEVEL 1 2 3
 LUP: RISK TYPE 1 2 3
 - CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW
- PERMANENT STORM WATER BMP CATEGORY:
 PRIORITY DEVELOPMENT PROJECT
 STANDARD DEVELOPMENT PROJECT
 PDP EXEMPT
 NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

SHEET INDEX

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)	HYDROLOGIC UNIT / WATERSHED	HYDROLOGIC SUBAREA NAMES	NUMBERS
				SIZE (IN)	MATERIAL				
1	G-1	COVER SHEET							
2	G-2	KEY MAP							
3	C-1	OCEAN BLVD	STA 1+00.00 TO STA 1+76.94 STA 1+76.94 TO STA 4+54.81	15 10		76.94 277.87	PENASQUITOS / MISSION BAY	SCRIPPS	906.30
		TECOLOTE CANYON ACCESS	STA 1+00.00 TO STA 2+88.92 STA 2+88.92 TO STA 4+64.59	8 8		188.92 175.67	PENASQUITOS / MISSION BAY	TECOLOTE	906.5
4	C-2	BLK 5 EASEMENT	ALLEY BLK 5 TO W/O GOLDFINCH ST	8		96.53	PUEBLO SAN DIEGO / SAN DIEGO RIVER	MISSION SAN DIEGO	907.11
		JACKDAW ST	WASHINGTON ST TO S/O WASHINGTON PL	8		158.97	PUEBLO SAN DIEGO / SAN DIEGO BAY	LINDBERGH	908.21
5	C-3	SR-163 (CALTRANS)	STA 1+00.00 TO STA 2+92.07	8		192.07	PUEBLO SAN DIEGO / SAN DIEGO BAY	LINDBERGH	908.21
		GRIM AVE	STA 1+00.00 TO REDWOOD ST	8		196.32	PUEBLO SAN DIEGO / SAN DIEGO BAY	CHOLLAS	908.22
6	C-4	REDWOOD ST	GRIM ST TO 8' W/O ALLEY BLK 6	8		497.29	PUEBLO SAN DIEGO / SAN DIEGO BAY	CHOLLAS	908.22
		BROOKS TR	STA 1+00.00 TO 2+73.48 STA 2+73.48 TO 80' W/O RICHMOND ST	6 8		173.48 70.00	PUEBLO SAN DIEGO / SAN DIEGO BAY	LINDBERGH	908.21
7	C-5	ALLEY BLK 0	STA 1+00.00 TO STA 4+27.03	8		327.03	PUEBLO SAN DIEGO / SAN DIEGO BAY	CHOLLAS	908.22
		CURB RAMP LOCATION & STREET RESURFACING SHEET							
9	C-7	CURB RAMP LOCATION & STREET RESURFACING SHEET BID ALT							
10	C-8	SEWER ABANDONMENT SHEET							
11	C-9	REPLUMB DETAIL SHEET							
12	C-10	SURVEY MONUMENTATION SHEET	OCEAN BLVD, TECOLOTE CANYON ACCESS, BLK 5 EASEMENT, JACKDAW ST, SR-163 (CALTRANS), BROOKS TR.						
13	C-11	SURVEY MONUMENTATION SHEET	REDWOOD ST, ALLEY BLOCK 0						
14	S-1	GENERAL STRUCTURAL NOTES AND ABBREVIATIONS							
15	S-2	SPECIAL INSPECTIONS AND TYPICAL STRUCTURAL DETAILS							
16	S-3	PIPE SUPPORT SECTION AND SCHEDULE							
17-18	L1 TO L2	REVEG COVER SHEET							
19	L3	REVEG KEY MAP							
20-40	L4 TO L24	REVEG PLANS							
	T1-T15	TC1 TO TC15							
						REHAB	627.02		
						TOTAL SEWER	2,431.09		

DISCIPLINE CODE

- G GENERAL
- C CIVIL
- S STRUCTURAL
- TC TRAFFIC CONTROL
- L LANDSCAPE

FIELD DATA

TOPOGRAPHY SOURCE:

BASED ON FIELD SURVEY PERFORMED BY CITY OF SAN DIEGO SURVEYING DIVISION. SEE EACH SITES FIELD NOTES.

THE BASIS OF BEARING FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING R.O.F. S.14492 NAD 83 FEET, ZONE 6 (EPOCH 1991.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH A CALVRS BASE STATION BROADCAST OF 2014, AND CONSTRAINING TO GPS 17 (PT. 17A) AND CHECKING GPS 799 (PT. 799A). I.E. N 71° 55'0" W.

BENCHMARK: SITE 5A/GPS 17 ELEV. 409.740 MSL
 SITE 7A/GPS 17 ELEV. 409.740 MSL
 SITE 9/(326.081)*SWBP 30TH/THORN
 SITE 11A/EBP (248.715) INLET TOYON RD EN
 SITE 13A, 13B/SEBP (301.203) MAPLE/BNDRY, ELVE. 301.17
 SITE 14A, 14B, 14C, 14D, 14E/GPS 17 ELEV. 409.74

FIELD NOTES: B13232F SITE 5A, PDF, A. DAVIS/M. BROWN, 238-1707, 9/11/2014
 B13232FA SITE 7A, PDF, A. DAVIS/M. BROWN, 232-1689, 9/11/2014
 B13157 SITE 9, PDF, HARRIS/TODD, 208-1728, 12/02/2014
 B13232FC SITE 13A, [COMPATIBILITY MODE]-WORD, A. DAVIS/M. BROWN, 206-1731 09/11/2014
 B13232FE SITE 14A, PDF, A. DAVIS/M. BROWN, 214-1716, 9/11/2014
 B13232FF SITE 14B, [COMPATIBILITY MODE]-WORD, A. DAVIS/M. BROWN, 212-1713 09/11/2014
 B13232FH SITE 14D, PDF, A. DAVIS/M. BROWN, 210-1719 09/11/2014
 B13232FI SITE 14E, PDF, A. DAVIS/M. BROWN, 210-1722 09/11/2014

STREETS REQUIRING 12" TRENCH CAP: NONE

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	-

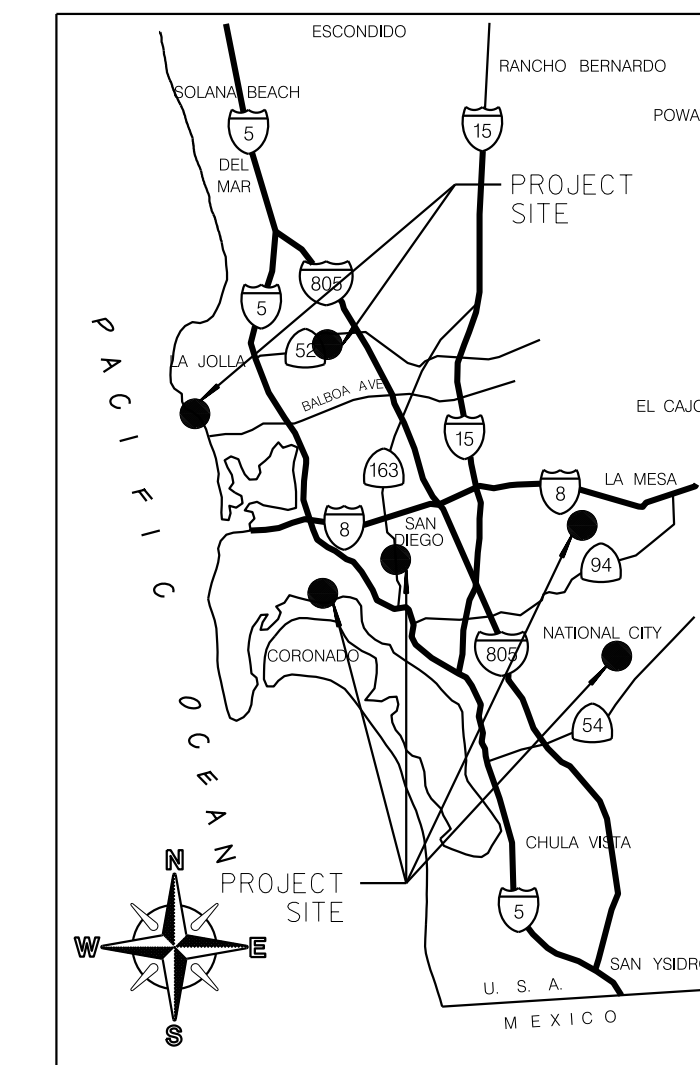
WORK TO BE DONE

CONSTRUCTION OF SEWER GROUP 836 CONSISTS OF THE REPLACEMENT OF APPROXIMATELY 1,804.07 LINEAR FEET OF EXISTING 6", 8" & 15" SEWER MAINS, THE REHABILITATION OF APPROXIMATELY 627.02 LF OF EX 6", 8" & 10" SEWER MAIN, SEWER LATERALS, CURB RAMPS, SEWER REPLUMB, RESURFACING, REVEGETATION AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH CITY OF SAN DIEGO STANDARD DRAWINGS, STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION THE GREENBOOK AND THE WHITEBOOK AND THESE DRAWINGS NUMBERED 38144-01-D THROUGH 38144-40-D

LEGEND

IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	
SEWER MAIN	SDS-101, SDS-110 (TYPE C)	
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07	
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	
SEWER MAIN REHAB.	SEE PLANS & SPECS	
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	
REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-116	
PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDW-162	
CONCRETE ENCASEMENT	SDS-112	
ABANDON EX MANHOLE	SM-08	
SLURRY FILL ABANDONED SEWER MAIN	SEE PLANS & SPECS	
SURVEY MONUMENT	M-10A, M-10B	
INSERTION AND RECEIVING PITS		

FOR ADDITIONAL SYMBOLS SEE RESURFACING, CURB RAMP AND TRAFFIC CONTROL SHEETS.



VICINITY MAP
NOT TO SCALE

G-1

PLANS FOR THE CONSTRUCTION OF SEWER GROUP 836 COVER SHEET

SPEC. NO. 2149	CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 01 OF 40 SHEETS	WATER WBS N/A SEWER WBS B-13232
	APPROVED: FOR CITY ENGINEER & ENGINEER OF WORK ALEX SLEIMAN PRINT DOC NAME: RCEP	SUBMITTED BY: SABEEN COCHINWALA PROJECT MANAGER CHECKED BY: CHEOLSAN KIM PROJECT ENGINEER
DATE: 12/07/2022 DATE: C70321	DESCRIPTION: ORIGINAL BY: CK/CK APPROVED: DATE: 12/07/22 FILMED: 1/25/23	SEE SHEETS CCS27 COORDINATE SEE SHEETS CCS83 COORDINATE
CONTRACTOR INSPECTOR	NTP DATE NOC DATE	38144-01-D

TRAFFIC CONTROL NOTES

- VALIDATION.** THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CONTACT THE PUBLIC WORKS TRAFFIC CONTROL SECTION AT (858) 495-4742 TO OBTAIN A PERMIT. THE CONTRACTOR MUST SUBMIT A COMPLETED TRAFFIC CONTROL PERMIT FORM A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.
 - STANDARDS.** THE TRAFFIC CONTROL PLAN SHALL CONFORM TO EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
PWP101119-01	2018	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
PWP101119-02	2018	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
PWP101119-03	2018	CITY OF SAN DIEGO STANDARD DRAWINGS
PWP1042220-09	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)
 - NOTIFICATIONS.** THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION, OR TRAFFIC CONTROL:

	(STREET OR ALLEY CLOSURE)	(858) 573-1300
FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 531-2000
POLICE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858) 492-5060
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(619) 527-7500
STREET DIVISION / ELECTRICAL	(TRAFFIC SIGNALS)	(619) 595-7038 EXT 6451
METROPOLITAN TRANSIT SYSTEM	(BUS STOPS)	(619) 235-2644
METROPOLITAN TRANSIT SYSTEM	(TAXI ZONES)	(619) 595-4960
METROPOLITAN TRANSIT SYSTEM	(TROLLEY LINES)	(800) 422-4133
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	
- THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.
- POSTING NO PARKING SIGNS.** THE CONTRACTOR SHALL POST "TOW-AWAY / NO PARKING" SIGNS SEVENTY TWO (72) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES AND TIMES OF RESTRICTIONS.
 - EXCAVATIONS.** EXCEPT AS SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORKDAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT AS OTHERWISE SHOWN ON THE PLANS.
 - RESTORATION OF TRAFFIC CONTROL DEVICES.** THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNATED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS.
 - TEMPORARY TRAFFIC SIGNAL DETECTION.** THE CONTRACTOR SHALL INSTALL CITY APPROVED TEMPORARY VIDEO OR RADAR DETECTION WHEN EXISTING TRAFFIC SIGNAL DETECTION SYSTEMS ARE DAMAGED, DISABLED OR BECOME INEFFECTIVE DUE TO CONSTRUCTION FOR A PERIOD OF FIVE (5) OR MORE DAYS. THE CONTRACTOR SHALL COMPLETELY REMOVE ALL TEMPORARY TRAFFIC SIGNAL DETECTION EQUIPMENT AND RESTORE/INSTALL A CITY APPROVED PERMANENT VEHICLE DETECTION SYSTEM UPON COMPLETION OF CONSTRUCTION. ALL INSTALLATIONS AND REMOVALS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
 - CHANGES IN WORK.** THE RESIDENT ENGINEER WILL OBSERVE THESE TRAFFIC CONTROL PLANS IN OPERATION AND RESERVES THE RIGHT TO MAKE CHANGES AS THE FIELD CONDITIONS WARRANT. ANY SUCH CHANGES SHALL BE DOCUMENTED AND SUPERSEDE THESE PLANS.
 - OPEN TRENCH.** THE CONTRACTOR SHALL PLACE "OPEN TRENCH" SIGNS (C27(CA)) ON TYPE III BARRICADES WITHIN THE WORK ZONE, AHEAD OF ANY WORK AREA WHICH INCLUDES OPEN TRENCHES IN EXCESS OF THREE (3) INCHES IN DEPTH, PER CA MUTCD SECTION 6F.103 (CA) GUIDELINES.
 - FOR WORK NOT COVERED BY THESE TRAFFIC CONTROL PLANS.** THE CONTRACTOR SHALL PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE CITY RESIDENT ENGINEER. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT FOR THIS WORK.

* - FOR OTHER OFFSETS, USE THE FOLLOWING MERGING TAPER LENGTH FORMULA FOR L: FOR SPEED OF 40 MPH OR LESS, $L = WS^2/60$ FOR SPEED OF 45 MPH OR MORE, $L = WS$

WHERE: L = TAPER LENGTH OF OFFSET IN FEET
W = WIDTH OF OFFSET IN FEET
S = POSTED SPEED LIMIT, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH

** - USE FOR TAPER AND TANGENT SECTIONS WHERE THERE ARE NO PAVEMENT MARKINGS OR WHERE THERE IS A CONFLICT BETWEEN EXISTING PAVEMENT MARKINGS AND CHANNELIZERS (CA).

* - THE DISTANCES ARE APPROXIMATE, ARE INTENDED FOR GUIDANCE PURPOSES ONLY, AND SHOULD BE APPLIED WITH ENGINEERING JUDGMENT. THESE DISTANCES SHOULD BE ADJUSTED BY THE ENGINEER FOR FIELD CONDITIONS, IF NECESSARY, BY INCREASING OR DECREASING THE RECOMMENDED DISTANCES.

TAPER LENGTH CRITERIA AND CHANNELIZING DEVICE SPACING							
SPEED (S)	MINIMUM TAPER LENGTH* FOR WIDTH OF OFFSET 12 FEET (W)				MAXIMUM CHANNELIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTING 1/3 L	SHOULDER 1/3 L	TAPER	TANGENT	CONFLICT
MPH	FT	FT	FT	FT	FT	FT	FT
20	160	80	40	27	20	40	10
25	250	125	63	42	25	50	12
30	360	180	90	60	30	60	15
35	490	245	123	82	35	70	17
40	640	320	160	107	40	80	20
45	1080	540	270	180	45	90	22
50	1200	600	300	200	50	100	25
55	1320	660	330	220	50	100	25
60	1440	720	360	240	50	100	25
65	1560	780	390	260	50	100	25
70	1680	840	420	280	50	100	25
75	1800	900	450	300	50	100	25

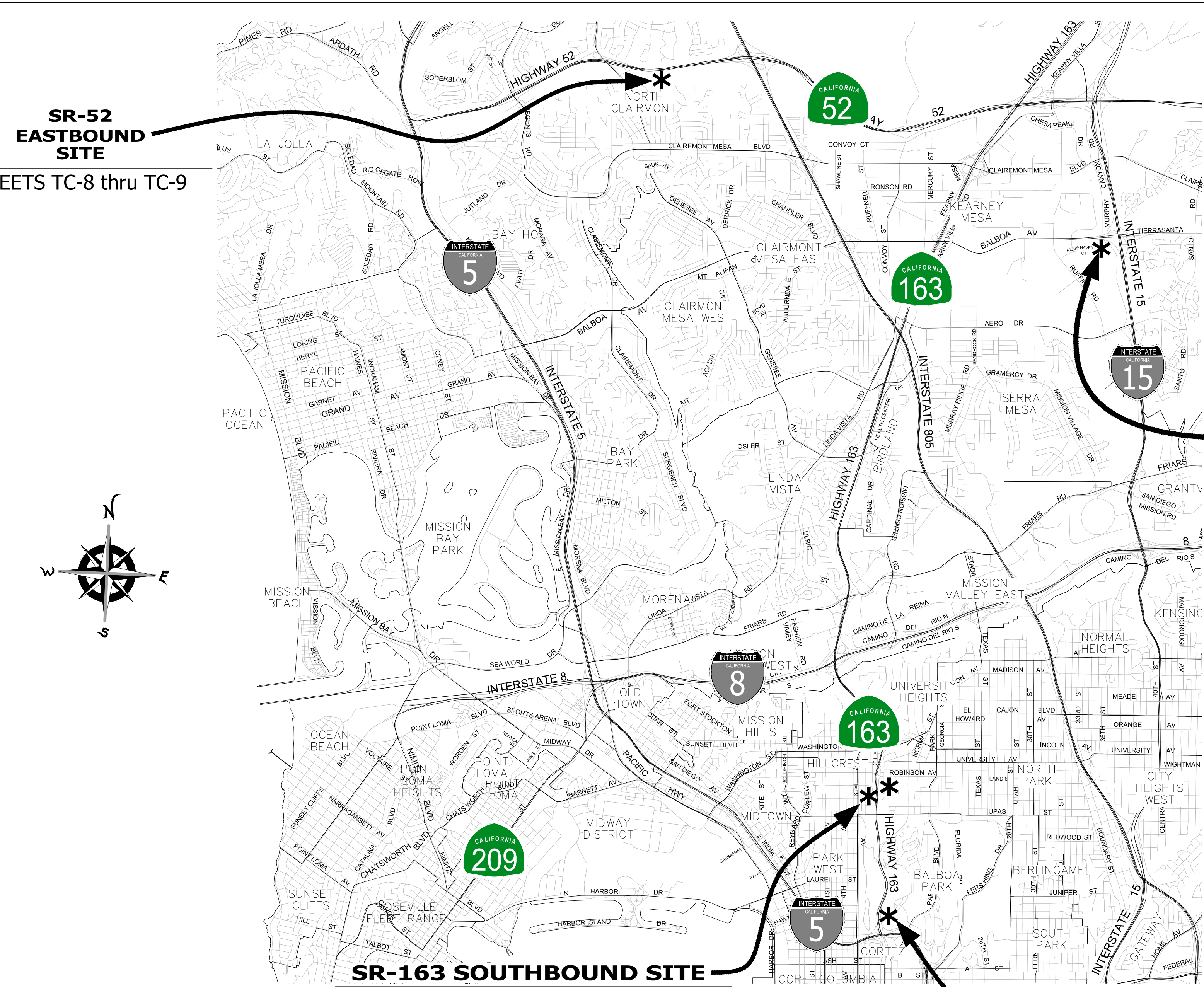
ADVANCE WARNING SIGN SPACING			
ROAD TYPE	DISTANCE BETWEEN SIGNS*		
	A	B	C
URBAN - 25 MPH OR LESS	100	100	100
URBAN - MORE THAN 25 MPH TO 40 MPH	250	250	250
URBAN - MORE THAN 40 MPH	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1000	1500	2640

LONGITUDINAL BUFFER SPACE AND FLAGGER STATION SPACING				
SPEED*	MIN D**	DOWNGRADE MIN D***		
		-3%	-6%	-9%
MPH	FT	FT	FT	FT
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - SPEED IS POSTED SPEED LIMIT, OFF-PEAK 85TH PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH

** - LONGITUDINAL BUFFER SPACE OR FLAGGER STATION SPACING

*** - USE ON SUSTAINED DOWNGRADE STEEPER THAN -3 PERCENT AND LONGER THAN 1 MILE



SR-52 EASTBOUND SITE
SHEETS TC-8 thru TC-9

SR-163 SOUTHBOUND SITE
SHEETS TC-2 thru TC-3 & TC-15

SR-163 NOUTHBOUND SITE
SHEETS TC-4 thru TC-7

PERMIT NUMBER: 11-22-NUS-0133	CO: SD RTE: 163 PM: 1.05 / 2.29
STATE REPRESENTATIVE	DATE
PERMIT NUMBER: 11-22-NUS-0535	CO: SD RTE: 52 PM: 2.76
STATE REPRESENTATIVE	DATE
PERMIT NUMBER: 11-22-NUS-0495	CO: SD RTE: 1-15 PM: R9.25
STATE REPRESENTATIVE	DATE

TIERRASANTA BLVD - MURPHY CANYON RD SITE
SHEETS TC-10 thru TC-14

TRAFFIC DATA TABLE						
STREET NAME	LIMITS	ROAD FUNCTIONAL CLASSIFICATION (# OF LANES)	TRAFFIC VOLUME (VEHICLES)	85TH PERCENTILE SPEED* (MPH)	TCP DESIGN SPEED (MPH)	TCP TYPICAL OR SPECIFIC PLANS
TIERRASANTA BLVD	I-15 - SANTO RD	6-LANE MAJOR	11,517 (WESTBOUND ADT)	51	65	TC-10 TO TC-13 & TC-15
SR-52	GENESEE AVE	4-LANE MAJOR	88,000 (AHEAD AADT)	N/A	65	TC-8 THRU TC-9
SR-163	ROBINSON AVE	4-LANE MAJOR	107,000 (BACK AADT)	N/A	65	TC-2 THRU TC-3 & TC-14
SR-163	JCT. RTE 5	4-LANE MAJOR	112,000 (AHEAD AADT)	N/A	65	TC-4 THRU TC-7

* IF 85TH PERCENTILE SPEED IS NOT AVAILABLE, USE POSTED OR PRIMA FACIE SPEED.

LEGEND

- DELINEATOR/CONE
- CRASH CUSHION ARRAY
- TRAFFIC DIRECTION
- TYPE I BARRICADES
- TYPE III BARRICADES
- TYPE III BARRICADE WITH SIGN
- SEWER LINE
- HIGH LEVEL WARNING DEVICE
- TRAFFIC SIGN
- POINT REPAIR
- FLASHING ARROW BOARD (FAB)
- QUADGUARD II
- WARNING LIGHTS (FLASHING/STEADY BURN)
- WORK ZONE
- SIGNALIZED INTERSECTION
- MANHOLE
- KRAIL
- EXISTING STRIPING TO BE COVERED/REMOVED
- FLAGGER



CONSULTANT
PSOMAS
 401 B Street, Suite 1600
 San Diego, CA 92101
 (619) 961-2800 (619) 961-2392 fax
 www.psomas.com

SEWER GROUP 836
 TEMPORARY TRAFFIC CONTROL PLANS
 NOTES SHEET, VICINITY MAP, AND LEGEND
 FOR TRAFFIC CONTROL PLAN SET
 (SHEETS T-1 thru T-15)

SPEC NO. _____

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 (SHEET T1 OF T15 SHEETS) / B

APPROVED: ALEX SLEIMAN
 FOR CITY ENGINEER
 DATE: 12/07/2022
 PRINT DCE NAME: ALEX SLEIMAN
 RCE #

WATER WBS: N/A
 SEWER WBS: B-13232

SUBMITTED BY: SABEEN COCHINWALA
 PROJECT MANAGER
 CHECKED BY: CHEOL SAN KIM
 PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	PSO	ACRO	12/07/22	
ADDENDUM B	PSO	ACRO	1/25/23	

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

CONTRACTOR INSPECTOR: _____ NTP DATE: _____ NOC DATE: _____

38144-T1 -D

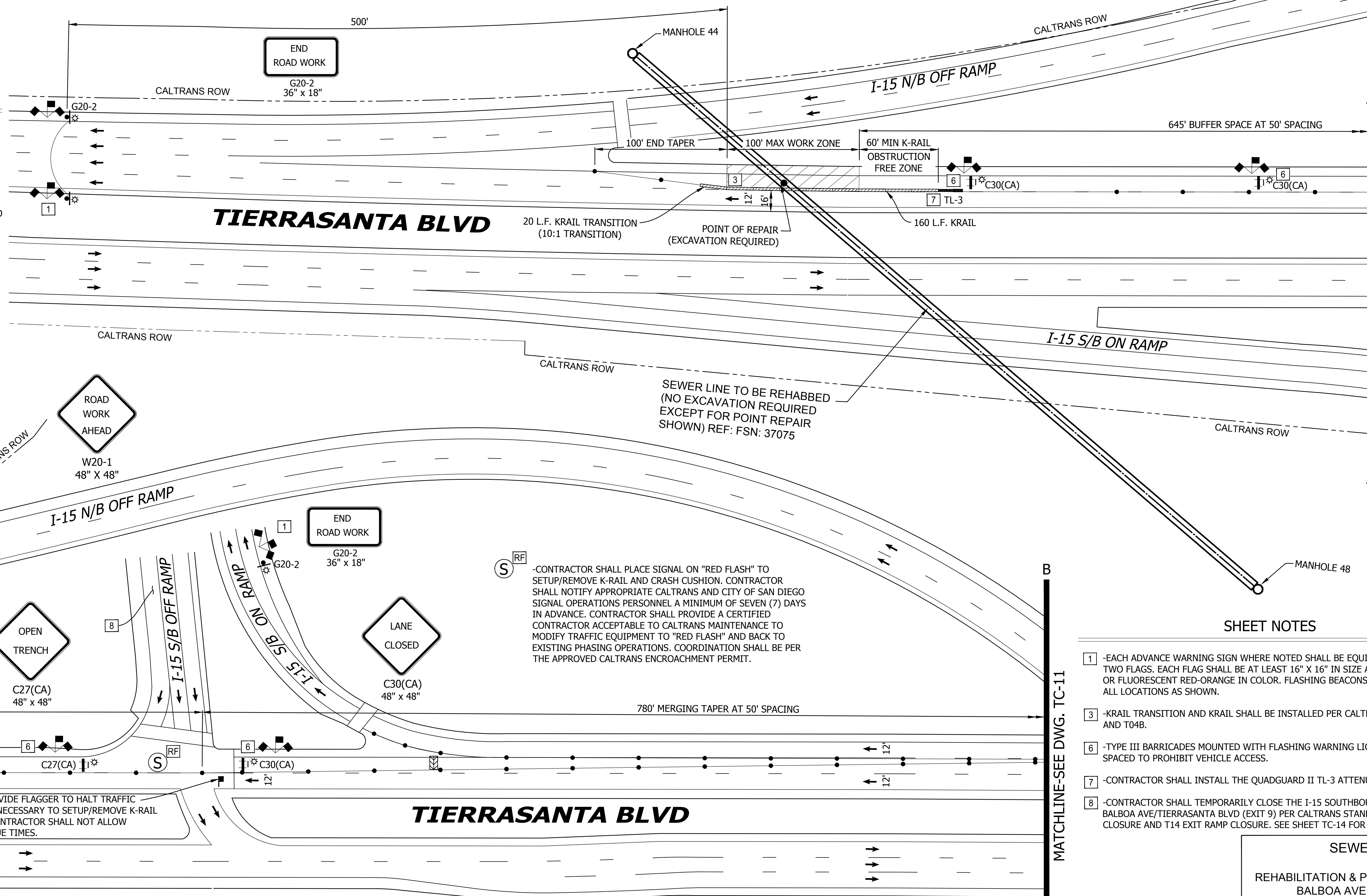
WEEKEND CLOSURE

GENERAL NOTES TO CONTRACTOR

-CONTRACTOR SHALL HAVE ALL EQUIPMENT AND MATERIALS ON STANDBY BY 9 P.M. ON FRIDAY TO BEGIN WORK SETUP.

-CONTRACTOR SHALL CLEANUP, REMOVE ALL TRAFFIC CONTROL DEVICES, AND RESTORE THE PROJECT AREA TO ITS ORIGINAL CONDITION NO LATER THAN MONDAY 5:00 A.M. SEE SHEET TC-14 FOR PROJECT SCHEDULE.

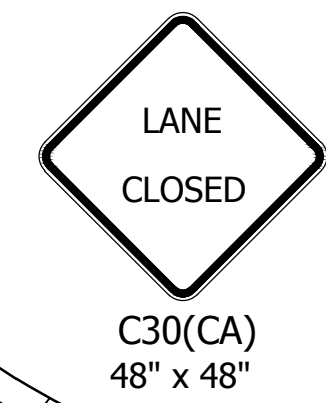
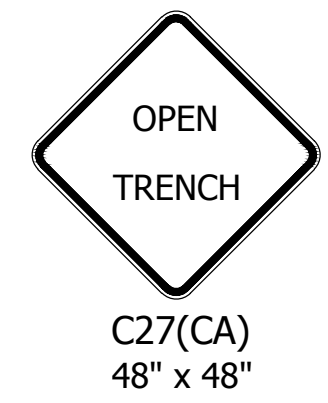
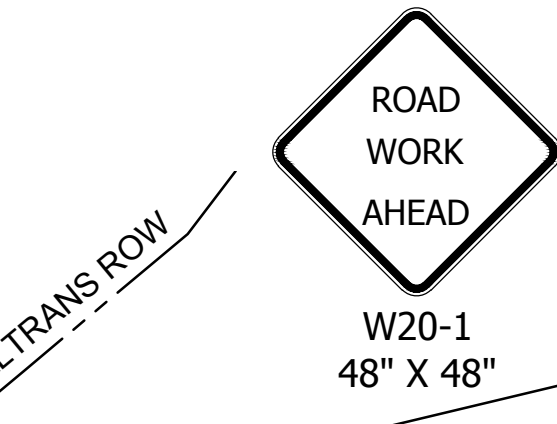
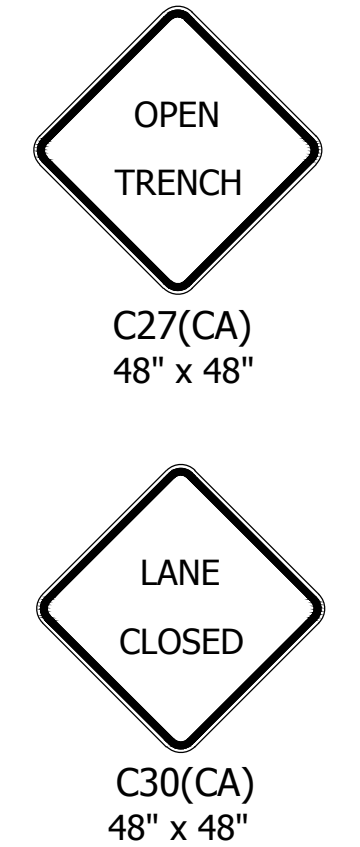
PERMIT NUMBER: 11-22-NUS-0495
 CO: SD RTE: I-15 PM: R9.25
 STATE REPRESENTATIVE DATE



MATCHLINE-SEE TOP RIGHT

MATCHLINE-SEE DWG. TC-11

MATCHLINE-SEE BOTTOM LEFT



S^{RF} - CONTRACTOR SHALL PLACE SIGNAL ON "RED FLASH" TO SETUP/REMOVE K-RAIL AND CRASH CUSHION. CONTRACTOR SHALL NOTIFY APPROPRIATE CALTRANS AND CITY OF SAN DIEGO SIGNAL OPERATIONS PERSONNEL A MINIMUM OF SEVEN (7) DAYS IN ADVANCE. CONTRACTOR SHALL PROVIDE A CERTIFIED CONTRACTOR ACCEPTABLE TO CALTRANS MAINTENANCE TO MODIFY TRAFFIC EQUIPMENT TO "RED FLASH" AND BACK TO EXISTING PHASING OPERATIONS. COORDINATION SHALL BE PER THE APPROVED CALTRANS ENCROACHMENT PERMIT.

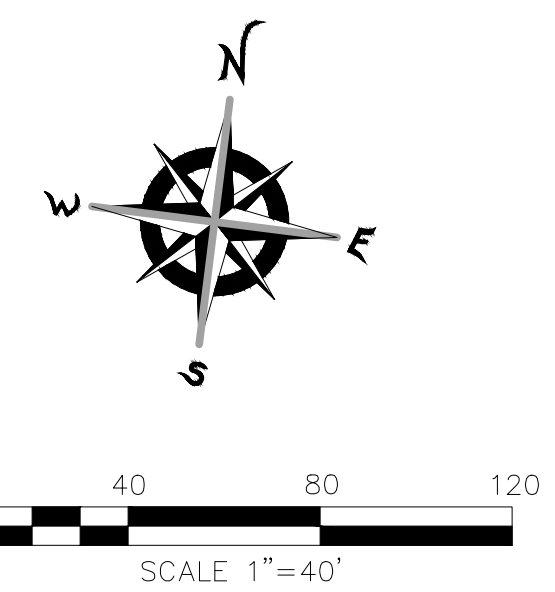
SHEET NOTES

- EACH ADVANCE WARNING SIGN WHERE NOTED SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACONS SHALL BE PLACED AT ALL LOCATIONS AS SHOWN.
- K-RAIL TRANSITION AND K-RAIL SHALL BE INSTALLED PER CALTRANS STD. PLAN T03A AND T04B.
- TYPE III BARRICADES MOUNTED WITH FLASHING WARNING LIGHTS AND TWO FLAGS, SPACED TO PROHIBIT VEHICLE ACCESS.
- CONTRACTOR SHALL INSTALL THE QUADGUARD II TL-3 ATTENUATOR SYSTEM.
- CONTRACTOR SHALL TEMPORARILY CLOSE THE I-15 SOUTHBOUND EXIT RAMP FOR BALBOA AVE/TIERRASANTA BLVD (EXIT 9) PER CALTRANS STANDARD PLAN T10 LANE CLOSURE AND T14 EXIT RAMP CLOSURE. SEE SHEET TC-14 FOR DETOUR MAP.

TC - 10

LEGEND

- DELINEATOR/CONE
- TRAFFIC DIRECTION
- TYPE III BARRICADE WITH SIGN
- POINT REPAIR
- WARNING LIGHTS (FLASHING/STEADY BURN)
- QUADGUARD II
- SEWER LINE
- HIGH LEVEL WARNING DEVICE SEE CALTRANS TRAFFIC MANUAL
- TRAFFIC SIGN
- MANHOLE
- SIGNALIZED INTERSECTION
- WORK ZONE
- K-RAIL
- FLAGGER



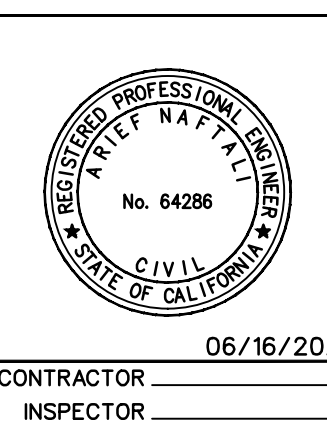
WORK HOURS: FRIDAY 9:00 P.M. TO MONDAY 5:00 A.M.					
WORK DATES: TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.					
STREET (ABBRV.)	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRUM/CONE SPACING
I-15 ON/OFF RAMP	45	N/A	N/A	350 FT.	N/A
TIERRASANTA BLVD	65	780 FT.	645 FT.	350 FT.	SEE DWG.

SCALE: 1" = 40'

CONSULTANT
PSOMAS
 401 B Street, Suite 1600
 San Diego, CA 92101
 (619) 961-2800 (619) 961-2392 fax
 www.psomas.com

APPROVED: [Signature] DATE: 06/16/2022
 FOR CITY ENGINEER: ALEX SLEIMAN DATE: 12/07/2022
 PRINT DCE NAME: [Signature] RCE #: C70321

DATE: June 16, 2022 BY: JOSE S



SEWER GROUP 836
 REHABILITATION & POINT REPAIR OF SEWER MAIN
 BALBOA AVE WESTBOUND W/O I-15
 STAGE 1

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET 10 OF 115 SHEETS / B

WATER WBS: N/A
 SEWER WBS: B-13232

APPROVED: [Signature] DATE: 12/07/2022
 FOR CITY ENGINEER: ALEX SLEIMAN DATE: 12/07/22
 PRINT DCE NAME: [Signature] RCE #: C70321

SUBMITTED BY: SABEEN COCHINWALA
 PROJECT MANAGER: CHEOLSAN KIM
 PROJECT ENGINEER: [Signature]

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	PSO	[Signature]	12/07/22	
ADDENDUM B	PSO	[Signature]	1/25/23	

SEE SHEETS
 CCS27 COORDINATE
 SEE SHEETS
 CCS83 COORDINATE

CONTRACTOR INSPECTOR: [Signature] NTP DATE: [Blank] NOC DATE: [Blank]

38144-T10-D

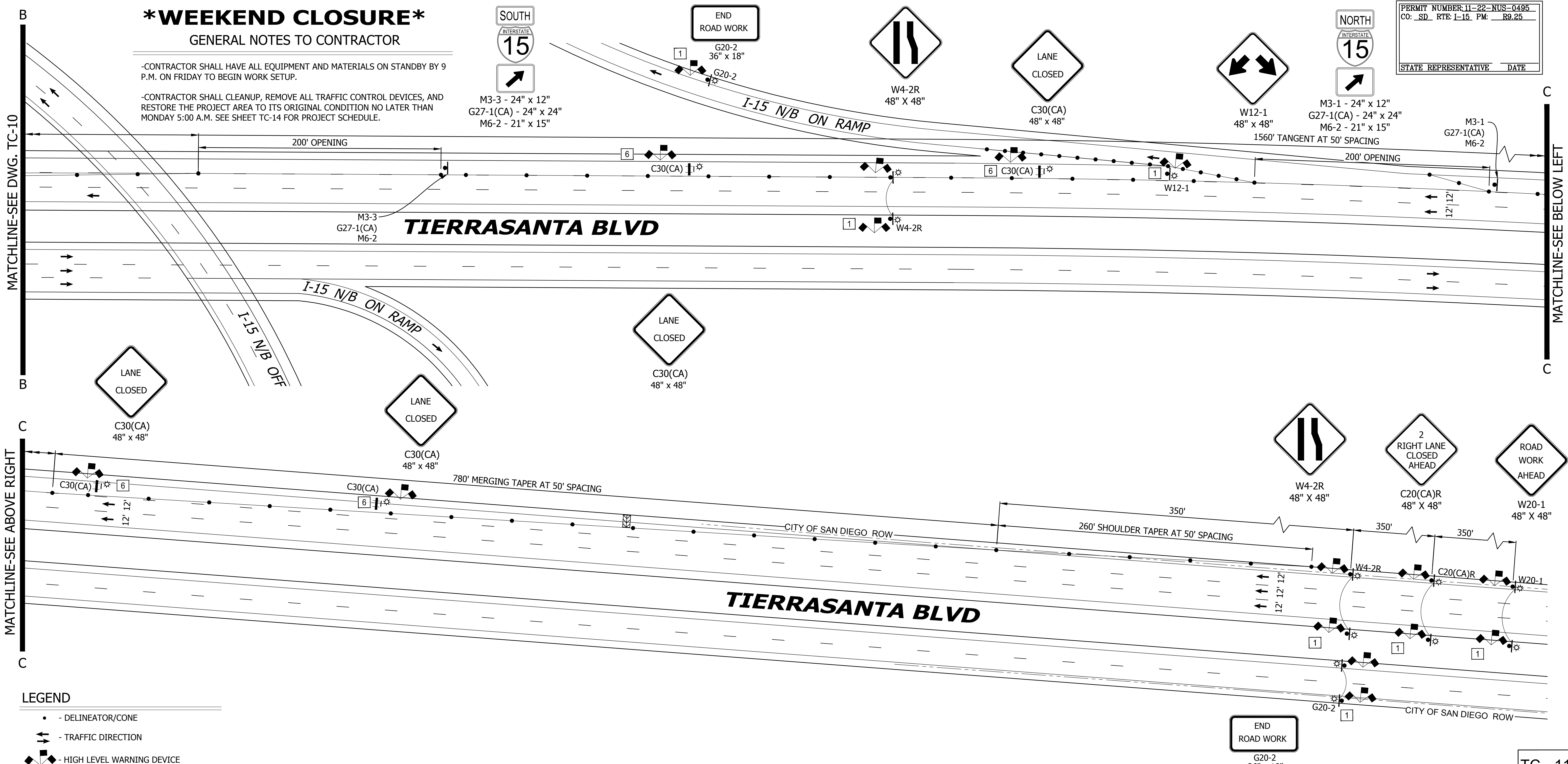
WEEKEND CLOSURE

GENERAL NOTES TO CONTRACTOR

-CONTRACTOR SHALL HAVE ALL EQUIPMENT AND MATERIALS ON STANDBY BY 9 P.M. ON FRIDAY TO BEGIN WORK SETUP.

-CONTRACTOR SHALL CLEANUP, REMOVE ALL TRAFFIC CONTROL DEVICES, AND RESTORE THE PROJECT AREA TO ITS ORIGINAL CONDITION NO LATER THAN MONDAY 5:00 A.M. SEE SHEET TC-14 FOR PROJECT SCHEDULE.

PERMIT NUMBER: 11-22-NUS-0495
 CO: SD RTE: I-15 PM: R9.25
 STATE REPRESENTATIVE _____ DATE _____

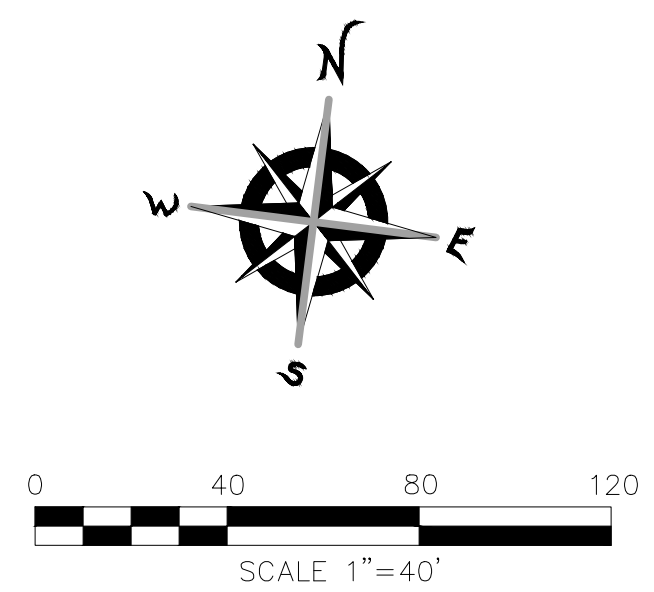


- LEGEND**
- - DELINEATOR/CONE
 - ↔ - TRAFFIC DIRECTION
 - ◆◆ - HIGH LEVEL WARNING DEVICE SEE CALTRANS TRAFFIC MANUAL
 - - TRAFFIC SIGN
 - ⊛ - WARNING LIGHTS (FLASHING/STEADY BURN)
 - ⊞ - TYPE III BARRICADE WITH SIGN
 - ⊞ - FLASHING ARROW BOARD (FAB)

SHEET NOTES

- 1 - EACH ADVANCE WARNING SIGN WHERE NOTED SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACONS SHALL BE PLACED AT ALL LOCATIONS AS SHOWN.
- 6 - TYPE III BARRICADES MOUNTED WITH FLASHING WARNING LIGHTS AND TWO FLAGS, SPACED TO PROHIBIT VEHICLE ACCESS.

WORK HOURS: FRIDAY 9:00 P.M. TO MONDAY 5:00 A.M.					
WORK DATES: TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.					
STREET (ABBRV.)	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRUM/CONE SPACING
I-15 ON/OFF RAMP	45	N/A	N/A	350 FT.	N/A
TIERRASANTA BLVD	65	780 FT.	645 FT.	350 FT.	SEE DWG.



SCALE: 1" = 40'

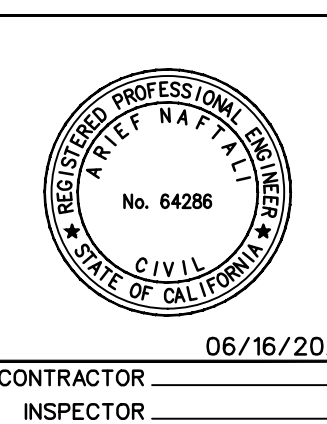
WARNING

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

CONSULTANT
PSOMAS
 401 B Street, Suite 1600
 San Diego, CA 92101
 (619) 961-2800 (619) 961-2392 fax
 www.psomas.com

APPROVED: [Signature] DATE: 06/16/2022
 R.C.E. No. #64286

DATE: June 16, 2022 BY: JOSE S



SEWER GROUP 836

REHABILITATION & POINT REPAIR OF SEWER MAIN BALBOA AVE WESTBOUND W/O I-15 STAGE 1

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 (SHEET T11 OF T15 SHEETS)

WATER WBS: N/A
 SEWER WBS: B-13232

FOR CITY ENGINEER: ALEX SLEIMAN
 DATE: 12/07/2022
 PRINT DCE NAME: C70321
 RCE #: [Signature]

APPROVED: [Signature] DATE: 12/07/22
 APPROVED: [Signature] DATE: 1/25/23

PROJECT MANAGER: SABEEN COCHINWALA
 PROJECT ENGINEER: CHEOLSAN KIM

DESCRIPTION: ORIGINAL BY: PSO
 ADDENDUM B BY: PSO

DATE FILMED: 12/07/22
 1/25/23

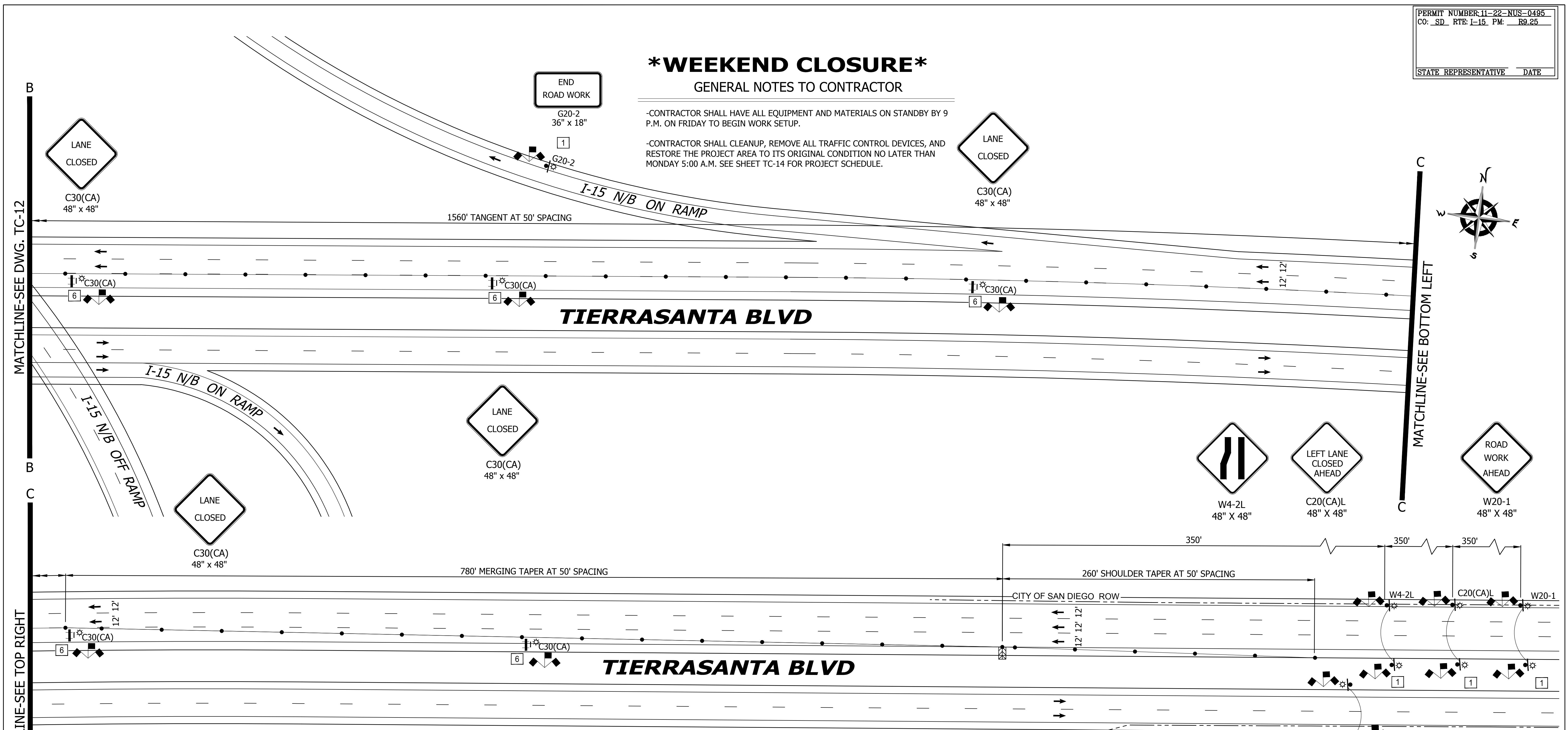
SEE SHEETS: CCS27 COORDINATE
 SEE SHEETS: CCS83 COORDINATE

CONTRACTOR INSPECTOR: [Signature]
 NTP DATE: [Blank]
 NOC DATE: [Blank]

38144-T11-D

WEEKEND CLOSURE
 GENERAL NOTES TO CONTRACTOR

-CONTRACTOR SHALL HAVE ALL EQUIPMENT AND MATERIALS ON STANDBY BY 9 P.M. ON FRIDAY TO BEGIN WORK SETUP.
 -CONTRACTOR SHALL CLEANUP, REMOVE ALL TRAFFIC CONTROL DEVICES, AND RESTORE THE PROJECT AREA TO ITS ORIGINAL CONDITION NO LATER THAN MONDAY 5:00 A.M. SEE SHEET TC-14 FOR PROJECT SCHEDULE.



LEGEND

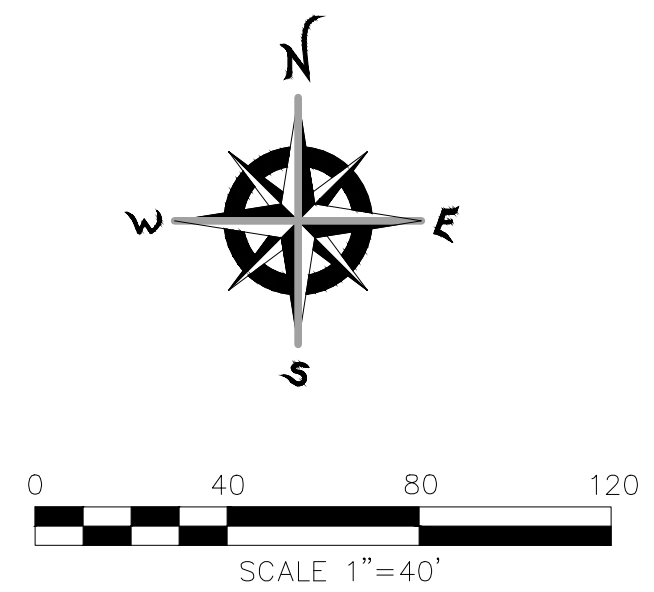
- DELINEATOR/CONE
- TRAFFIC DIRECTION
- HIGH LEVEL WARNING DEVICE SEE CALTRANS TRAFFIC MANUAL
- TRAFFIC SIGN
- WARNING LIGHTS (FLASHING/STEADY BURN)
- TYPE III BARRICADE WITH SIGN
- FLASHING ARROW BOARD (FAB)

SHEET NOTES

1 - EACH ADVANCE WARNING SIGN WHERE NOTED SHALL BE EQUIPPED WITH AT LEAST TWO FLAGS. EACH FLAG SHALL BE AT LEAST 16" X 16" IN SIZE AND SHALL BE ORANGE OR FLUORESCENT RED-ORANGE IN COLOR. FLASHING BEACONS SHALL BE PLACED AT ALL LOCATIONS AS SHOWN.

6 - TYPE III BARRICADES MOUNTED WITH FLASHING WARNING LIGHTS AND TWO FLAGS, SPACED TO PROHIBIT VEHICLE ACCESS.

WORK HOURS: FRIDAY 9:00 P.M. TO MONDAY 5:00 A.M.					
WORK DATES: TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.					
STREET (ABBRV.)	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRUM/CONE SPACING
I-15 ON/OFF RAMP	45	N/A	N/A	350 FT.	N/A
TIERRASANTA BLVD	65	780 FT.	645 FT.	350 FT.	50 FT.



SCALE: 1" = 40'

WARNING

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

CONSULTANT
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 401 B Street, Suite 1600
 San Diego, CA 92101
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 www.psomas.com

APPROVED: [Signature] DATE: 06/16/2022
 R.C.E. No. DATE: [Blank] DATE: [Blank]

CONTRACTOR: [Blank] INSPECTOR: [Blank]

SEWER GROUP 836
 REHABILITATION & POINT REPAIR OF SEWER MAIN BALBOA AVE WESTBOUND W/O I-15 STAGE 2

CITY OF SAN DIEGO, CALIFORNIA
 ENGINEERING & CAPITAL PROJECTS DEPARTMENT
 SHEET T 13 OF T 15 SHEETS

WATER WBS: N/A
 SEWER WBS: B-13232

APPROVED: [Signature] DATE: 12/07/2022
 FOR CITY ENGINEER: ALEX SLEIMAN
 PRINT DCE NAME: [Blank] RCE #: [Blank]

PROJECT MANAGER: SABEEN COCHINWALA
 CHECKED BY: CHEOLSAN KIM
 PROJECT ENGINEER: [Blank]

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	PSO	[Signature]	12/07/22	
ADDENDUM B	PSO	[Signature]	1/25/23	

SEE SHEETS CCS27 COORDINATE
 SEE SHEETS CCS83 COORDINATE

38144-T13-D

NTP DATE: [Blank] NOC DATE: [Blank]

WEEKEND CLOSURE

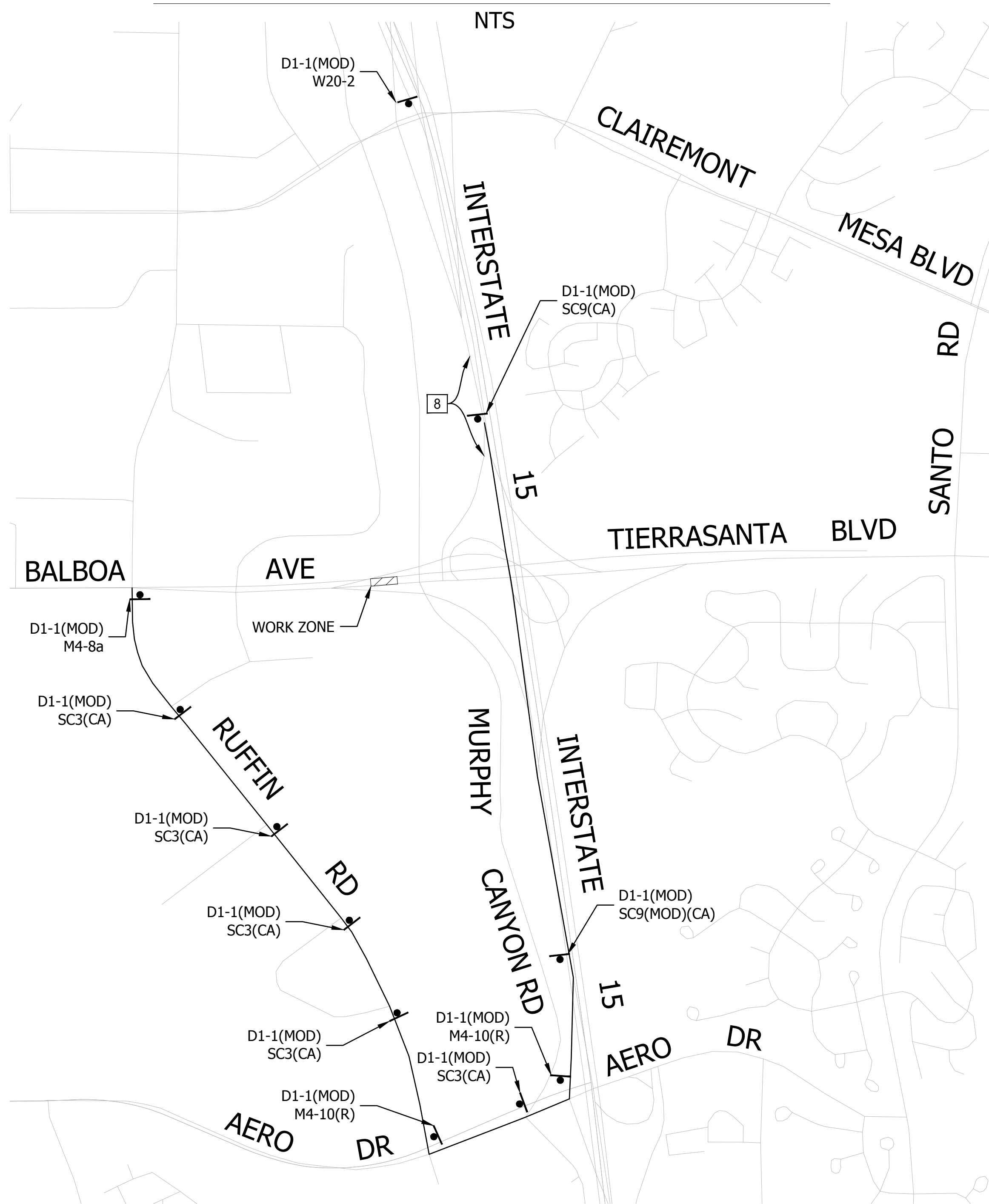
GENERAL NOTES TO CONTRACTOR

-CONTRACTOR SHALL HAVE ALL EQUIPMENT AND MATERIALS ON STANDBY BY 9 P.M. ON FRIDAY TO BEGIN WORK SETUP.

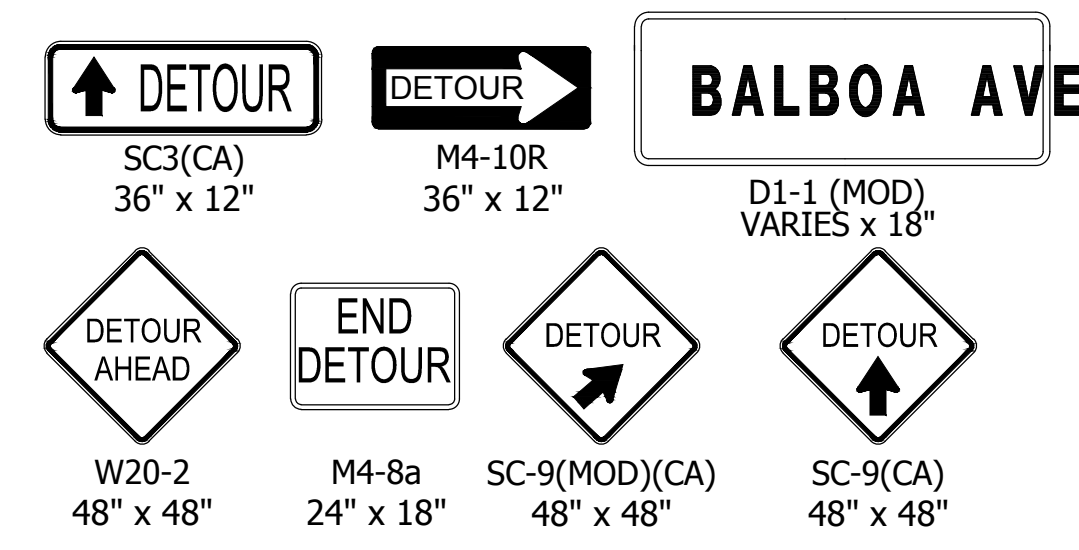
-CONTRACTOR SHALL CLEANUP, REMOVE ALL TRAFFIC CONTROL DEVICES, AND RESTORE THE PROJECT AREA TO ITS ORIGINAL CONDITION NO LATER THAN MONDAY 5:00 A.M.

PERMIT NUMBER: 11-22-NUS-0495
CO: SD RTE: I-15 PM: R9.25
STATE REPRESENTATIVE
DATE

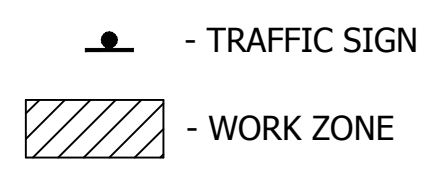
TIERRASANTA BLVD / BALBOA AVE DETOUR MAP



DETOUR SIGN LEGEND



LEGEND



PROJECT SCHEDULE FOR STAGE 1 & 2

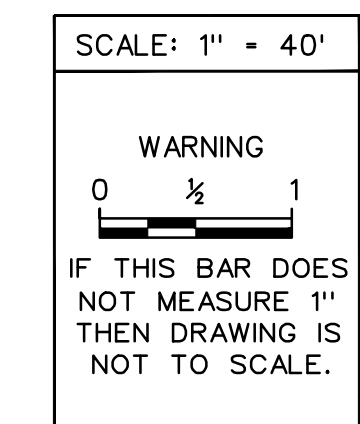
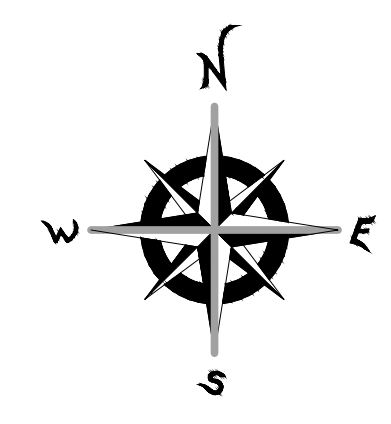
	MAJOR ACTIVITY:	ACTIVITY DESCRIPTION:	APPROX. DURATION:
1.	SETUP DETOUR	SETUP DETOUR TRAFFIC CONTROL DEVICES ALONG I-15 S/B, AERO DR, AND RUFFIN RD.	1 hrs.
2.	CLOSE I-15 S/B OFF-RAMP	CLOSE I-15 S/B AUXILIARY LANE AND OFF-RAMP FOR TIERRASANTA BLVD / BALBOA AVE (EXIT 9) PER PLAN NOTES.	2 hrs.
3.	SETUP TRAFFIC CONTROL FOR TIERRASANTA BLVD	SETUP TRAFFIC CONTROL DEVICES ON TIERRASANTA BLVD INCLUDING ALLS SIGNS, CHANNELIZING DEVICES, BARRICADES, WARNING LIGHTS, FLASHING ARROW BOARDS, AND HIGH LEVEL WARNING DEVICES.	2 hrs.
4.	SETUP K-RAIL & CRASH CUSHION	MODIFY TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF I-15 S/B OFF-RAMP AND TIERRASANTA BLVD TO "RED FLASH." PROVIDE FLAGGER TO FACILITATE ONE W/B LANE AT TIERRASANTA BLVD WHILE CREWS SETUP K-RAIL AND CRASH CUSHION. REVERT TRAFFIC SIGNAL BACK TO "OPERATIONAL" AFTER K-RAIL AND CRASH CUSHION HAVE BEEN INSTALLED.	7 hrs.
5.	PERFORM WORK	PERFORM POINT REPAIR ONCE ALL TRAFFIC COTROL DEVICES HAVE BEEN INSTALLED.	16 hrs.
6.	REMOVE K-RAIL & CRASH CUSHION	MODIFY TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF I-15 S/B OFF-RAMP AND TIERRASANTA BLVD TO "RED FLASH." PROVIDE FLAGGER TO FACILITATE ONE W/B LANE AT TIERRASANTA BLVD WHILE CREWS REMOVE K-RAIL AND CRASH CUSHION. REVERT TRAFFIC SIGNAL BACK TO "OPERATIONAL" AFTER K-RAIL AND CRASH CUSHION HAVE BEEN REMOVED.	7 hrs.
7.	REMOVE TRAFFIC CONTROL FOR TIERRASANTA BLVD	REMOVE ALL TRAFFIC CONTROL DEVICES ON TIERRASANTA BLVD INCLUDING ALLS SIGNS, CHANNELIZING DEVICES, BARRICADES, WARNING LIGHTS, FLASHING ARROW BOARDS, AND HIGH LEVEL WARNING DEVICES.	2 hrs.
8.	OPEN I-15 S/B OFF-RAMP	REOPEN I-15 S/B AUXILIARY LANE AND OFF-RAMP FOR TIERRASANTA BLVD / BALBOA AVE (EXIT 9)	2 hrs.
9.	REMOVE DETOUR SIGNS	REMOVE ALL DETOUR TRAFFIC CONTROL DEVICES ALONG I-15 S/B, AERO DR, AND RUFFIN RD.	1 hrs.

STAGE 1 AND STAGE 2 TO BE COMPLETED IN TWO SEPARATE WEEKENDS.

WORK HOURS:	FRIDAY 9:00 P.M. TO MONDAY 5:00 A.M.				
WORK DATES:	TO BE PROVIDED BY CONTRACTOR A MINIMUM OF TWO (2) DAYS PRIOR TO START OF WORK.				
	DESIGN SPEED	TAPER LENGTH	BUFFER LENGTH	SIGN SPACING	DRUM/CONE SPACING
I-15 ON/OFF RAMP	45	N/A	N/A	350 FT.	N/A
TIERRASANTA BLVD	65	780 FT.	645 FT.	350 FT.	SEE DWG.

SHEET NOTES

- 8 -CONTRACTOR SHALL TEMPORARILY CLOSE THE I-15 SOUTHBOUND EXIT RAMP FOR BALBOA AVE/TIERRASANTA BLVD (EXIT 9) PER CALTRANS STANDARD PLAN T10 LANE CLOSURE AND T14 EXIT RAMP CLOSURE.



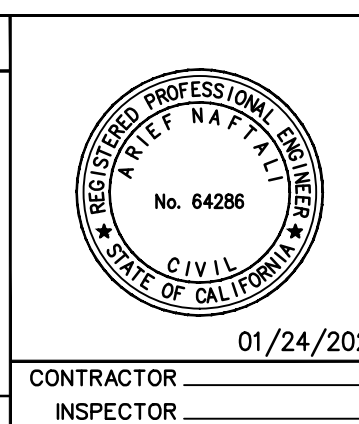
SCALE: 1" = 40'

CONSULTANT

PSOMAS

401 B Street, Suite 1600
San Diego, CA 92101
(619) 961-2800 (619) 961-2392 fax
www.psomas.com

#64286 01/24/2023
R.C.E. No. DATE
DATE: January 24, 2023 BY: JOSE S



APPROVED: <i>Alex Sleiman</i>		DATE: 1/15/2023	FOR CITY ENGINEER: ALEX SLEIMAN	DATE: 1/25/23	PROJECT MANAGER: SABEEN COCHINWALA
PRINT DCE NAME: ALEX SLEIMAN		RCE #: C70321	SUBMITTED BY: CHEOLSAN KIM		
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	PSO	<i>Alex Sleiman</i>	1/25/23		SEE SHEETS
ADDENDUM B	PSO	<i>Alex Sleiman</i>	1/25/23		SEE SHEETS
CONTRACTOR INSPECTOR					38144-T15-D

Bid Results

Bidder Details

Vendor Name Burtech Pipeline Incorporated
Address 1325 Pipeline Drive
Vista, California 92081
United States
Respondee DOMINIC J. BURTECH
Respondee Title PRESIDENT & CEO
Phone 760-634-2822
Email buddy@burtechpipeline.com
Vendor Type CADIR
License # 718202
CADIR 1000006324

Bid Detail

Bid Format Electronic
Submitted 02/08/2023 1:42 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 318363

Respondee Comment

Please include Lota@burtechpipeline.com for all email correspondences. Thank you.

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure of Business Interest Form.pdf	Mandatory Disclosure of Business Interest Form.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Prime Debarment and Suspension Certification.pdf	Prime Debarment and Suspension Certification.pdf	PRIME - DEBARMENT AND SUSPENSION CERTIFICATION
Sub Debarment and Suspension Certification.pdf	Sub Debarment and Suspension Certification.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Subcontractors for Alternates.pdf	Subcontractors for Alternates.pdf	SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS
Bid Bond - SG836.pdf	Bid Bond - SG836.pdf	Bid Bond

Subcontractors

Showing 14 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
CODE 3 Media 663 S Rancho Santa Fe Suite 177 San Marcos, California 92078	Constructor / Services - Video Documentation of Existing Conditions	FAA 3930297	1000055028	\$5,400.00	Local
G. Scott Asphalt, Inc. 358 Trousdale Drive Chula Vista, California 91910	Constructor - CCTV Inspections, Pipe Cleaning and Rehabilitation of Sewer Mains	751836	1000004252	\$242,499.50	DVBE, SLBE, MALE, SDVSB, CAU, Local
Golden State Boring & Pipe Jacking 7000 Merrill Ave. Box 40 Chino, California 91710	Constructor - Horizontal Directional Drilling	678500	1000005788	\$51,150.00	
Jerusalem Construction, Inc. DBA M 1827 Cleveland Ave National City, California 91950	Constructor - PCC Scopes Bid Item 18-23 Main bid (Additive alternate scope on separate city form)	1009541	1000033057	\$59,525.00	ELBE, PQUAL, CADIR, Local
Makelele Systems Landscape & Mai PO BOX 2044 Makelele Systems San Marcos, California 92079	Constructor - Bid Items 90, 91 & 93 for Hydroseed, Plants and Revegetation Maintenance	987557	1000028415	\$213,304.00	MBE, CADIR, MALE, LAT, Local
Morrow Trenchless 1001 Avenida Pico Ste C-420 San Clemente, California 92673	Constructor - Pipe Bursting	1097898	1000983613	\$35,000.00	CAU, MALE
Nuline Technologies 102 2nd St. #B Encinitas, California 92024	Constructor - Sewer Main Rehabilitation, Cleaning and CCTV Inspections	997520	100003808	\$242,499.50	Local
Piperin Corporation 510 Venture Street Escondido, California 92029	Constructor - Portion of Sewer Main Open-Cut	964028	1000000485	\$502,270.00	ELBE, CADIR, Local
Precision Striping, Inc. 545 W. Bradley Avenue El Cajon, California 92020	Constructor - Striping Works	1026547	1000051515	\$6,000.00	CADIR, SDB, ELBE, MALE, LAT, Local
R&C Structures, Inc. 1615 La Mirada Drive San Marcos, California 92078	Constructor - Sewer Manholes	425215	1000004446	\$134,291.00	WBE, WOSB, FEM, CAU, Local
REC TRUCKING INC DBA AR CONCR PO BOX 1456 Chula vista, California 91912	Services for Offsite Trucking	1087615	1000040647	\$10,400.00	DBE, ELBE, CADIR, MALE, LAT, Local

Rap Engineering Inc. 503 E. Mission Rd. San Marcos, California 92069	Constructor - AC Repair (BI#9) and T-Capping for Bid Items 12, 33-49 open trenches	880956	1000002968	\$57,825.25	Local
Solid Structures, Inc. P.O.Box 848 La Mesa, California 91944	Constructor - Bid items 16-17 for PCC Structural Piers and Bid item 15 for Curb Inlet	758791	1000015100	\$128,550.00	ELBE, Local
Zebron Contracting, Inc P.O. Box 2874 Newport Beach, California 92659	Constructor - Manhole Rehabilitation	855170	1000004993	\$133,140.00	

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$5,341,494.90		
1	524126		Bonds (Payment and Performance)	LS	1	\$40,000.00	\$40,000.00	Yes	
2	237310		Caltrans Encroachment Permit Submittal (EOC Type I)	AL	3	\$10,000.00	\$30,000.00	Yes	
3	334290		Remote Control Camera Inspection (EOC Type II)	AL	1	\$19,100.00	\$19,100.00	Yes	
4	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$100,000.00	\$100,000.00	Yes	
5	237110		Dewatering Non-Hazardous Contaminated Water	LS	1	\$20,000.00	\$20,000.00	Yes	
6	237110		Mobilization	LS	1	\$311,000.00	\$311,000.00	Yes	
7			Field Orders (EOC Type II)	AL	1	\$400,000.00	\$400,000.00	Yes	
8	237310		Excavate and Export (Unclassified) (D-Sheet)	CY	37	\$350.00	\$12,950.00	Yes	
9	237310		Asphalt Pavement Repair (D-Sheet)	TON	11	\$1,000.00	\$11,000.00	Yes	
10	237310		Rubber Polymer Modified Slurry (RPMS) Type I (D-Sheet)	SF	25829	\$1.50	\$38,743.50	Yes	
11	237310		Rubber Polymer Modified Slurry (RPMS) Type II (D-Sheet)	SF	25829	\$1.50	\$38,743.50	Yes	
12	237310		Pavement Restoration Adjacent to Trench (D-Sheet)	SF	765	\$35.00	\$26,775.00	Yes	
13	237310		Crack Seal (D-Sheet)	LB	200	\$52.00	\$10,400.00	Yes	
14	237110		Cutoff Wall (D-Sheet)	EA	3	\$15,000.00	\$45,000.00	Yes	
15	237110		Curb Inlet (Type B, L=20 Ft)	EA	1	\$30,000.00	\$30,000.00	Yes	
16	238120		Portland Cement Concrete (Structural Pers) (D-Sheet)	CY	16	\$21,000.00	\$336,000.00	Yes	
17	238120		Reinforcing Steel (Structural Piers) (D-Sheet)	LB	3877	\$6.00	\$23,262.00	Yes	
18	237310		Historical and Contractor Date Stamps and Impressions (D-Sheet)	EA	3	\$500.00	\$1,500.00	Yes	
19	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles (D-Sheet)	EA	4	\$5,800.00	\$23,200.00	Yes	
20	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles (D-Sheet)	EA	2	\$5,600.00	\$11,200.00	Yes	
21	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles (D-Sheet)	EA	2	\$5,600.00	\$11,200.00	Yes	
22	237310		Curb Ramp (Type C2, 8 Ft Wide) with Stainless Steel Detectable Warning Tiles (D-Sheet)	EA	1	\$7,800.00	\$7,800.00	Yes	
23	237310		Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles (D-Sheet)	EA	2	\$6,100.00	\$12,200.00	Yes	
24	238120		Pipe Support-Tecolote Canyon (D-Sheet)	LS	1	\$75,000.00	\$75,000.00	Yes	
25	238120		Pipe Support-Ocean Blvd (D-Sheet)	LS	1	\$75,000.00	\$75,000.00	Yes	
26	238910		Remove, Reconstruct, and Relocate Existing Wood Fence at 2615 and 2619 Montclair St.	LS	1	\$5,000.00	\$5,000.00	Yes	
27	237110		Phased Paving	EA	2	\$1,500.00	\$3,000.00	Yes	
28	237110		Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit (D-Sheet)	LF	83	\$55.00	\$4,565.00	Yes	
29	237110		Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit (D-Sheet)	LF	212	\$30.00	\$6,360.00	Yes	
30	237110		Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit (Rehab GIS Exhibit)	LF	600	\$25.00	\$15,000.00	Yes	
31	237110		Abandon Existing Manhole Outside of the Trench Limit (D-Sheet)	EA	1	\$5,000.00	\$5,000.00	Yes	
32	237110		Abandon Existing Manhole Outside of the Trench Limit (Rehab GIS Exhibit)	EA	3	\$5,000.00	\$15,000.00	Yes	
33	237110		Sewer Main with DI Sleeve (15 Inch) (D-Sheet)	LF	77	\$1,589.00	\$122,353.00	Yes	
34	237110		Sewer Main with DI Sleeve (8 Inch) (D-Sheet)	LF	189	\$1,110.00	\$209,790.00	Yes	
35	237110		Sewer Main (8 Inch) (D-Sheet)	LF	996	\$275.00	\$273,900.00	Yes	
36	237110		Sewer Main with Steel Casing (8 Inch) (D-Sheet)	LF	287	\$880.00	\$252,560.00	Yes	
37	237310		Temporary Resurfacing	TON	27	\$200.00	\$5,400.00	Yes	
38	237110		Manholes (4 Ft x 3 Ft) (D-Sheet)	EA	12	\$19,873.00	\$238,476.00	Yes	
39	237110		Manholes (4 Ft x 3 Ft with Locking Device) (D-Sheet)	EA	4	\$23,800.00	\$95,200.00	Yes	
40	237110		Manholes (PVC Lined with Locking Device 4 Ft x 3 Ft) (D-Sheet)	EA	2	\$29,000.00	\$58,000.00	Yes	
41	237110		Manholes (5 Ft x 3 Ft with Locking Device) (D-Sheet)	EA	1	\$25,300.00	\$25,300.00	Yes	
42	237110		Connection to Existing Manhole and Rechanneling (D-Sheet)	EA	1	\$5,000.00	\$5,000.00	Yes	
43	237110		Manhole Cover-Locking Device (Rehab GIS Exhibit)	EA	1	\$3,500.00	\$3,500.00	Yes	
44	237110		Sewer Lateral and Cleanout (4 Inch, Street) (D-Sheet)	EA	5	\$6,000.00	\$30,000.00	Yes	
45	237110		Sewer Lateral and Cleanout (4 Inch, Alley/Unpaved) (D-Sheet)	EA	13	\$4,430.00	\$57,590.00	Yes	
46	237110		Sewer Lateral Connection (Rehab GIS Exhibits)	EA	17	\$2,000.00	\$34,000.00	Yes	
47	237110		Sewer Lateral Connection (D-Sheet)	EA	1	\$4,000.00	\$4,000.00	Yes	
48	237110		Sewer Lateral with Private Replumbing (4 Inch) (D-Sheet)	EA	9	\$34,000.00	\$306,000.00	Yes	
49	237110		Sewer Lateral with Private Replumbing (4 Inch) (Rehab GIS Exhibit)	EA	2	\$34,000.00	\$68,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Private Pump System (D-Sheet)	EA	2	\$42,900.00	\$85,800.00	Yes	
51	237110		Private Pump Compensation (D-Sheet)	EA	2	\$13,000.00	\$26,000.00	Yes	
52	237110		Private Pump Extended Warranty (3 Years) (D-Sheet)	EA	2	\$1,000.00	\$2,000.00	Yes	
53	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts (D-Sheet)	LF	2149	\$3.50	\$7,521.50	Yes	
54	237110		Cleaning and Video Inspection of Existing Pipelines and Culverts (Rehab GIS Exhibit)	LF	4592	\$3.20	\$14,694.40	Yes	
55	237110		Video Inspection of Pipelines for Acceptance (D-sheet)	LF	2431	\$3.00	\$7,293.00	Yes	
56	237110		Video Inspection of Pipelines for Acceptance (Rehab GIS Exhibit)	LF	3992	\$3.00	\$11,976.00	Yes	
57	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$3,600.00	\$3,600.00	Yes	
58	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$3,600.00	\$3,600.00	Yes	
59	237990		Horizontal Directional Drilling and Pipe (D-Sheet)	LF	97	\$2,225.00	\$215,825.00	Yes	
60	237990		Sewer Lateral Connection to HDD Pipe (D-Sheet)	EA	1	\$5,000.00	\$5,000.00	Yes	
61	237110		Pipe Bursting (D-Sheet)	LF	159	\$1,100.00	\$174,900.00	Yes	
62	237110		Sewer Lateral Connection to Pipe Bursting (D-Sheet)	EA	2	\$10,000.00	\$20,000.00	Yes	
63	238990		Video Recording of Existing Conditions	LS	1	\$10,000.00	\$10,000.00	Yes	
64	238910		Tree Removal and Disposal (24-Inch Trunk Diameter and Greater) (D-Sheet)	EA	1	\$12,500.00	\$12,500.00	Yes	
65	238910		Tree Removal and Disposal (24-Inch Trunk Diameter and Greater) (D-Sheet)	EA	2	\$12,500.00	\$25,000.00	Yes	
66	238910		Remove Existing Pipe Supports (D-Sheet)	CY	9	\$1,500.00	\$13,500.00	Yes	
67	237110		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 Feet) (D-Sheet)	EA	12	\$1,000.00	\$12,000.00	Yes	
68	237110		Potholing Existing Utilities Not Shown on Plans (Depth up to 7 Feet) (Rehab GIS Exhibit)	EA	23	\$1,500.00	\$34,500.00	Yes	
69	237310		Adjust Existing Gate Valve Frame and Cover to Grade (D-Sheet)	EA	9	\$1,000.00	\$9,000.00	Yes	
70	237310		Adjust Existing Survey Monument to Grade (D-Sheet)	EA	14	\$1,000.00	\$14,000.00	Yes	
71	237110		Point Repair for Existing Sewer Main (6 Inch) (Rehab GIS Exhibit)	EA	2	\$6,000.00	\$12,000.00	Yes	
72	237110		Point Repair for Existing Sewer Main (8 Inch) (Rehab GIS Exhibit)	EA	3	\$6,000.00	\$18,000.00	Yes	
73	237110		Additional Point Repair for Existing Sewer Main (8 Inch) (Rehab GIS Exhibit)	LF	22	\$250.00	\$5,500.00	Yes	
74	237110		Point Repair for Existing Sewer Main (10 Inch) (Rehab GIS Exhibit)	EA	2	\$6,000.00	\$12,000.00	Yes	
75	237110		Additional Point Repair for Existing Sewer Main (10 Inch) (Rehab GIS Exhibit)	LF	5	\$250.00	\$1,250.00	Yes	
76	237110		Rehabilitate Sewer Main (10 Inch) (D-Sheet)	LF	278	\$48.50	\$13,483.00	Yes	
77	237110		Rehabilitate Sewer Main (10 Inch) (Rehab GIS Exhibit)	LF	1411	\$48.00	\$67,728.00	Yes	
78	237110		Rehabilitate Sewer Main (8 Inch) (D-Sheet)	LF	176	\$85.00	\$14,960.00	Yes	
79	237110		Rehabilitate Sewer Main (8 Inch) (Rehab GIS Exhibit)	LF	2581	\$56.00	\$144,536.00	Yes	
80	237110		Rehabilitate Sewer Main (6 Inch) (D-Sheet)	LF	174	\$100.00	\$17,400.00	Yes	
81	237110		Rehabilitate Existing Manhole with Locking Device (D-Sheet)	EA	3	\$5,000.00	\$15,000.00	Yes	
82	237110		Rehabilitate Existing Manhole (Rehab GIS Exhibit)	EA	6	\$6,100.00	\$36,600.00	Yes	
83	237110		Rehabilitate Existing Manhole with Locking Device (Rehab GIS Exhibit)	EA	36	\$3,400.00	\$122,400.00	Yes	
84	237110		Service Lateral Rehabilitation with Cleanout up to 7 Ft in Depth (Rehab GIS Exhibit)	EA	3	\$4,500.00	\$13,500.00	Yes	
85	237110		Service Lateral Rehabilitation with Cleanout Greater than 7 Ft in Depth (Rehab GIS Exhibit)	EA	14	\$5,000.00	\$70,000.00	Yes	
86	541330		Traffic Control and Working Drawings	LS	1	\$65,000.00	\$65,000.00	Yes	
87	237310		Traffic Control (SR-52)	LS	1	\$15,000.00	\$15,000.00	Yes	
88	237310		Traffic Control (SR-163)	LS	1	\$15,000.00	\$15,000.00	Yes	
89	237310		Traffic Control (I-15)	LS	1	\$18,000.00	\$18,000.00	Yes	
90	561730		Hydro Seed (D-Sheet)	SF	45520	\$1.75	\$79,660.00	Yes	
91	561730		Shrub (1 Gallon) (D-Sheet)	EA	1035	\$40.00	\$41,400.00	Yes	
92	238990		Construction Fencing and Access Route (Outside ROW) (D-Sheet)	LS	1	\$25,000.00	\$25,000.00	Yes	
93	541330		25-Month Revegetation Maintenance and Monitoring Program (D-Sheet)	LS	1	\$210,000.00	\$210,000.00	Yes	
94	541330		SWPPP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
95	237310		SWPPP Implementation	LS	1	\$40,800.00	\$40,800.00	Yes	
96	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	
Additive Alternate A							\$213,027.40		
97	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	2	\$4,600.00	\$9,200.00	Yes	
98	237310		Cold Milling Full Width	SF	26440	\$0.56	\$14,806.40	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237310		Asphalt Concrete Overlay	TON	308	\$190.00	\$58,520.00	Yes	
100	238910		Concrete Pavement (5.5 Inch Thick)	CY	183	\$610.00	\$111,630.00	Yes	
101	237310		Alley Apron	SF	150	\$33.00	\$4,950.00	Yes	
102	237310		Concrete Driveway (Non-Contiguous)	SF	72	\$37.00	\$2,664.00	Yes	
103	237310		Cross Gutter	SF	335	\$33.00	\$11,055.00	Yes	
104	237310		Historical and Contractor Date Stamps and Impressions	EA	1	\$202.00	\$202.00	Yes	
Deductive Alternate B							(\$37,268.80)		
105	237310		Rubber Polymer Modified Slurry (RPMS) Type I (Deductive)	SF	-20800	\$0.80	(\$16,640.00)	Yes	
106	237310		Rubber Polymer Modified Slurry (RPMS) Type II (Deductive)	SF	-20800	\$0.93	(\$19,344.00)	Yes	
107	237310		Crack Seal (Deductive)	LB	-40	\$32.12	(\$1,284.80)	Yes	
Additive Alternate C							\$136,678.68		
108	524126		Additional Bonds (Payment and Performance)	LS	1	\$5,000.00	\$5,000.00	Yes	
109	237310		Additional Mobilization	LS	1	\$10,000.00	\$10,000.00	Yes	
110			Additional Field Orders (EOC Type II)	AL	1	\$2,060.00	\$2,060.00	Yes	
111	237310		Excavation for Base Repair	CY	23	\$184.00	\$4,232.00	Yes	
112	237310		Crushed Miscellaneous Base	TON	22	\$163.00	\$3,586.00	Yes	
113	237310		Asphalt Pavement Repair	SF	745	\$21.00	\$15,645.00	Yes	
114	237310		Asphalt Concrete Base	TON	22	\$406.00	\$8,932.00	Yes	
115	237310		Asphalt Concrete (2 Inch)	TON	255	\$200.00	\$51,000.00	Yes	
116	237310		Adjust Existing Manhole Frame and Cover to Grade	EA	2	\$1,500.00	\$3,000.00	Yes	
117	237310		Cold Mill Type B Full Width AC Pavement (2 Inch)	SF	21828	\$0.56	\$12,223.68	Yes	
118	541330		Traffic Control and Working Drawings	LS	1	\$10,000.00	\$10,000.00	Yes	
119	541330		Additional WPCP Development	LS	1	\$1,000.00	\$1,000.00	Yes	
120	237310		Additional WPCP Implementation	LS	1	\$10,000.00	\$10,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$5,341,494.90
Additive Alternate A	\$213,027.40
Deductive Alternate B	(\$37,268.80)
Additive Alternate C	\$136,678.68
Grand Total	\$5,653,932.18