

City of San Diego



CONTRACTOR'S NAME: New Century Construction, Inc.
ADDRESS: 9119 Emerald Grove Lakeside, California 92040
TELEPHONE NO.: 619-390-3300 FAX NO.: _____

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439, Fax No. (619) 533-3633
SGamueda / RWBustamante / egz

BIDDING DOCUMENTS



ORIGINAL

FOR

LANGMUIR STREET STORM DRAIN REPLACEMENT

BID NO.: L-17-1312-DBB-2
SAP NO. (WBS/IO/CC): B-12091
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 7
PROJECT TYPE: CA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- > THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- > COMPETITION RESTRICTED TO: SLBE-ELBE or ELBE FIRMS ONLY .
- > PREVAILING WAGE RATES: STATE FEDERAL
- > APPRENTICESHIP

BID DUE DATE:

1:30 PM

APRIL 19, 2017

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS

1010 SECOND AVENUE, 14th FLOOR, MS 614C

SAN DIEGO, CA 92101

TABLE OF CONTENTS

SECTION	PAGE
1. NOTICE INVITING BIDS	4
2. INSTRUCTIONS TO BIDDERS	7
3. PERFORMANCE AND PAYMENT BONDS	17
4. ATTACHMENTS:	
A. SCOPE OF WORK.....	20
B. INTENTIONALLY LEFT BLANK	22
C. INTENTIONALLY LEFT BLANK	23
D. PREVAILING WAGES	24
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	28
1. Appendix A - Environmental Documents.....	44
2. Appendix B - Fire Hydrant Meter Program	124
3. Appendix C - Materials Typically Accepted by Certificate of Compliance	138
4. Appendix D - Sample City Invoice.....	140
5. Appendix E - Location Map.....	142
6. Appendix F - Adjacent Projects	144
7. Appendix G - Long-Term Revegetation Maintenance Contract.....	146
8. Appendix H - Sample of Public Notice	166
9. Appendix I - Advanced Metering Infrastructure (AMI) Device Protection.....	168
10. Appendix J - Permits and Resource Agency Requirements.....	175
F. INTENTIONALLY LEFT BLANK	204
G. CONTRACT AGREEMENT	205
5. CERTIFICATIONS AND FORMS	208

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Langmuir Street Storm Drain Replacement**. For additional information refer to Attachment A.
2. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved Prequalified Contractor's List **and** SLBE-ELBE Construction Limited Competition Contractors List in accordance with the designation stated on the cover page. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$330,000.00**.
4. **BID DUE DATE AND TIME ARE: APRIL 19, 2017, at 1:30 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **A AND C27 OR C34 AND C27 OR C42 AND C27**
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**
 - 7.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
 - 7.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

Total voluntary subcontractor participation percentage for this project is 22.3%.
8. **PRE-BID MEETING:**
 - 8.1. Prospective Bidders are encouraged to attend the Pre-Bid Meeting. The purpose of the meeting is to discuss the scope of the Project, submittal requirements, the pre-qualification process and any Equal Opportunity Contracting Program requirements and reporting procedures. To request a sign language or oral interpreter for this visit, call the Public Works Contracts Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid meeting is scheduled as follows:

Date: MARCH 29, 2017
Time: 10:00 AM
Location: 1010 Second Avenue, Suite 1400, San Diego, CA 92101

Attendance at the Pre-Bid Meeting will be evidenced by the Bidder's representative's signature on the attendance roster. It is the responsibility of the Bidder's representative to complete and sign the attendance roster.

9. AWARD PROCESS:

- 9.1. 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.
- 9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.
- 9.3. 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.
- 9.4. The low Bid will be determined by Base Bid alone.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone.

10. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101
Attention: Michelle Muñoz

OR:

MichelleM@sandiego.gov

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. 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.
- 10.4. 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.

11. SUPPLEMENTAL AGREEMENTS: Supplemental agreements attached to this contract for the items of Work such as extended revegetation maintenance shall be signed by the BIDDER at the time of submission of the primary BID. The signed agreements shall be accompanied by the evidence of a bond (i.e., labor and materials) and insurance as specified in 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 WORKERS' COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

11.1. 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 G.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
- 1.3. Due to the City's fiduciary requirement to safeguard vendor data, 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 and electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- 3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- 3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- 3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- 3.4.** The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

6. **JOINT VENTURE CONTRACTORS:** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 7-6, "The Contractors Representative" in The GREENBOOK and 7-6.1 in The WHITEBOOK.
7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.
9. **INSURANCE REQUIREMENTS:**
 - 9.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
 - 9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
10. **REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications - http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml		

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

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

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

22. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

23. BID RESULTS:

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

24. THE CONTRACT:

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

- 25. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.

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

26.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.

26.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.

26.3. The City of San Diego Municipal Code §22.3004 for Contractor Standards.

26.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

26.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

26.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

26.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

27. PRE-AWARD ACTIVITIES:

27.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

27.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

This Bond was Executed in
Three (3) Identical Counterparts

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

Bond No. 5232186
Premium: \$7,424.00

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

New Century Construction, Inc., a corporation, as principal, and
SureTec 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 **Three Hundred Seventy Thousand Nine Hundred Thirty Dollars 00/100**
(\$370,930.00) for the faithful performance of the annexed contract, and in the sum of **Three**
Hundred Seventy Thousand Nine Hundred Thirty Dollars 00/100 (\$370,930.00) for the benefit
of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

Dated May 1st, 2017

Approved as to Form

New Century Construction, Inc.

Principal
By Lee P. Shellberg, II

Lee P. Shellberg, II, President

Printed Name of Person Signing for
Principal

Mara W. Elliott, City Attorney

By Mara W. Elliott
Deputy City Attorney

SureTec Insurance Company

Surety
By Dwight Reilly
Dwight Reilly, Attorney-in-Fact
Attorney-in-fact

Approved:

By [Signature]
Mayor or Designee

3033 5th Avenue, Suite 300

Local Address of Surety

San Diego, CA 92103

Local Address (City, State) of Surety

(800) 288-0351

Local Telephone No. of Surety

Premium \$ 7,424.00

Bond No. 5232186

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 Orange

On May 1, 2017 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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.

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.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT


State of California
County of (San Diego)

On 5-3-17 before me, Susan Leggitt, Notary Public
(insert name and title of the officer)

personally appeared Lee P. Shellberg II 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 
Susan Leggitt, Notary Public

(Seal)



POA #: 510023

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 9/10/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 16th day of January, A.D. 2017.

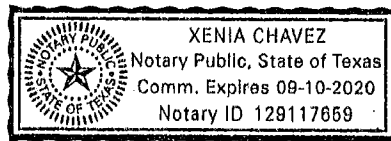


SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President

State of Texas ss:
County of Harris

On this 16th day of January, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 1st day of May 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** The project consists of the installation of new 18" reinforced concrete pipe (RCP) and the replacement of 24" corrugated metal pipe (CMP) with new 24" RCP in the Linda Vista Community, CD 7. Scope also includes the installation of new concrete energy dissipators, riprap pads, cleanouts, cutoff walls, and replacement of residential driveways, sidewalk, and curb inlets.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **37700-01-D** through **37700-07-D**, inclusive.

2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$330,000.00**.

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

See attached **Appendix E**, Locations Maps.

4. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **132 Working Days**.

4.1. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid, appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) may render the Bid as **non-responsive** and ineligible for award.

4.2. The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	CLASS A and CLASS C27
2	CLASS C34 and CLASS C27
3	CLASS C42 and CLASS C27

4.3. The Bidder shall satisfy the licensing requirement by meeting **at least** one of the listed options.

ATTACHMENT B
INTENTIONALLY LEFT BLANK

ATTACHMENT C
INTENTIONALLY LEFT BLANK

ATTACHMENT D
PREVAILING WAGES

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - 1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - 1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <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.

- 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.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall 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 design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

1.9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. As of March 1, 2015, no contractor or subcontractor may be listed on a bid or proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. As of April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or enter into any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 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 DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration to the City upon request.

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.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.
2. The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Contracts.

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

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

- 2-3.2 Self Performance.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

- 2-7 SUBSURFACE DATA.** To the "WHITEBOOK", ADD the following:

4. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:

- a) Report of Geotechnical Evaluation Langmuir Street Storm Drain Replacement (Osler Street) dated April 6, 2016 by Allied Geotechnical Engineers.

5. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<ftp://ftp.sannet.gov/OUT/ECP/2-7%20SUBSURFACE%20DATA/>

- 2-15 TECHNICAL STUDIES AND DATA.** To the "WHITEBOOK", ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:

- a) Report of Biological Studies, dated June 2015, by Dudek Inc.
 - b) Storm Drain Outfall Study, dated September 2014, by GHD Inc.
4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

ftp://ftp.sannet.gov/OUT/ECP/2-15%20TECHNICAL%20STUDIES%20AND%20DATA/1312_Langmuir%20Street%20Storm%20Drain%20Replacement%20Project/

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

SECTION 3 - CHANGES IN WORK

3-5.1 Claims. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.
2. A Claim shall conform to these specifications and may be considered after the City has previously denied a request by you for a Change Order seeking the demanded relief.
3. You shall submit a Claim to the Engineer if a dispute occurs that arises from or relates to the Contract. The Claim shall seek all relief to which you assert you are entitled as a result of the event(s) giving rise to the dispute. Your failure to process a Claim in accordance with these specifications shall constitute a waiver of all relief associated with the dispute. Claims are subject to 6-11, "Right to Audit".
4. You shall continue to perform the Services and Work and shall maintain the Schedule during any dispute proceedings. The Engineer will continue to make payments for undisputed Services and Work.
5. The City's Claims process specified herein shall not relieve you of your statutory obligations to present claims prior to any action under the California Government Code.

3-5.1.1 Initiation of Claim.

1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.

2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

1. If your Claim seeks an increase in the Contract Price, the Contract Time, or both, submit with the Claim an affidavit certifying the following:
 - a) The Claim is made in good faith and covers all costs and delays to which you are entitled as a result of the event(s) giving rise to the Claim.
 - b) The amount claimed accurately reflects the adjustments in the Contract Price, the Contract Time, or both to which you believe you are entitled.
 - c) All supporting costs and pricing data are current, accurate, and complete to the best of your knowledge. The cost breakdown per item of Work shall be supplied.
 - d) You shall ensure that the affidavit is executed by an official who has the authority to legally bind you.

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.

3-5.1.3 Settlement Meeting.

1. If you disagree with the Initial Determination, you shall request a Settlement Meeting within 30 Days. Upon receipt of this request, the Engineer will schedule the Settlement Meeting within 15 Working Days.

3-5.1.7 City's Final Determination.

1. If a settle agreement is not reached, the City shall make a written Final Determination within 10 Working Days after the Settlement Meeting.
2. If you disagree with the City's Final Determination, notify the Engineer in writing of your objection within 15 Working Days after receipt of the written determination and file a "Request for Mediation" in accordance with 3-5.2, "Dispute Resolution Process".
3. Failure to give notice of objection within the 15 Working Days period shall waive your right to pursue the Claim.

3-5.1.8 Mandatory Assistance.

1. If a third party dispute, litigation, or both arises out of or relates in any way to the Services provided under the Contract, upon the City's request, you shall agree to assist in resolving the dispute or litigation. Your assistance includes, but is not limited to the following:
 - a) Providing professional consultations.
 - b) Attending mediations, arbitrations, depositions, trials, or any event related to the dispute resolution and litigation.

3-5.1.8.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.1 General. To the "WHITEBOOK", ADD the following:

1. Steel pipe in sizes larger than 18 inches shall require inspection at the source of production.
2. City lab staff or a qualified inspection agency approved by the Engineer shall witness all welding, lining, coating, and testing. You shall incur additional inspection costs outlined in 4-1.3.3, "Inspection of Items Not Locally Produced".
3. All parts of production (including but not limited to product fabrication, welding, testing, lining, and coating of straight pieces and specials) shall be performed or produced in the United States.
4. Welding and all testing shall be performed by certified welders and testing staff with credentials traceable in the United States.

4-1.3.2 Inspection by the Agency. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will provide inspection and testing laboratory services within the continental United States within a 200-mile radius of the geographical limits of the City.

4-1.3.3 Inspection of Items Not Locally Produced. To the "WHITEBOOK", DELETE in its entirety.

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.

3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

<https://www.gsa.gov/portal/content/104877>

4-1.3.5 Special Inspection. To the "WHITEBOOK", ADD the following:

5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

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

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

SECTION 5 – UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix I** for more information on the protection of AMI devices.

5-6 COOPERATION. To the "GREENBOOK", ADD the following:

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

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 20, ADD the following:

The 120 Calendar Days for the Plant Establishment Period and the moratorium period between March 1st and September 15th (inclusive) are included in the stipulated Contract Time.

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

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) Both project locations within Tecolote Canyon from March 1st to September 15 (inclusive).

ADD:

6-3.2.1.1 Environmental Document.

1. The City of San Diego Development Services Department has prepared the **Mitigated Negative Declaration (MND)** and **Mitigation Monitoring and Reporting Program (MMRP)** for **Langmuir Street Storm Drain Replacement** (Langmuir Street Storm Drain Improvement Project) as referenced in the Contract Appendix. You shall comply with all requirements of the **MND** and **MMRP** as set forth in **Appendix A**. See section 7-5 for additional permits.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

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

- d) 30 Days for full depth asphalt final mill and resurfacing work required per SDG-107.

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

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 INSURANCE. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either “insured vs. insured” claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

7-3.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract as described herein shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least “A-, VI” by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State, and that have been approved by the City.

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

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

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

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

1. You shall provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
3. The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
 - a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

7-3.5.1.2 Primary and Non-Contributory Coverage. The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.1.3 Project General Aggregate Limit. The policy or policies shall be endorsed to provide a Designated Construction Project General Aggregate Limit that will apply only to the Work. Only claims payments which arise from the Work shall reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit shall be in addition to the aggregate limit provided for the products-completed operations hazard.

7-3.5.2 Commercial Automobile Liability Insurance.

7-3.5.2.1 Additional Insured. Unless the policy or policies of Commercial Auto Liability Insurance are written on an ISO form CA 00 01 12 90 or a later version of this form or equivalent form providing coverage at least as broad, the policy shall be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured, with respect to liability arising out of automobiles owned, leased, hired or borrowed by you or on your behalf. This endorsement is limited to the obligations permitted by California Insurance Code §11580.04.

7-3.6 Deductibles and Self-Insured Retentions. You shall pay for all deductibles and self-insured retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided.

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

7-3.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

7-3.9 Excess Insurance. Policies providing excess coverage shall follow the form of the primary policy or policies e.g., all endorsements.

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 WORKERS' COMPENSATION INSURANCE AND EMPLOYERS LIABILITY INSURANCE.

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

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

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

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

7-4.1. Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

7-5 PERMITS, FEES, AND NOTICES. To the "WHITEBOOK", ADD the following:

- 2. The City will obtain, at no cost to you, the following permits:
 - a) Site Development Permit (SDP)

- b) San Diego Water Quality Control Board Statewide General Waste Discharge Permit (General Order)
 - c) California Department of Fish and Wildlife Notification of Lake or Streambed Alteration (NOLSA)
3. See Appendix J for the above documents.

7-8.6 Water Pollution Control. To the "WHITEBOOK", ADD the following:

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

7-20 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

- 2. Virtual Project Manager shall be used on this Contract.

7-21 GENERAL. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

7-21.6 Special Project Conditions. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.7 Compensation Adjustments for Price Index Fluctuations. To the "WHITEBOOK" ADD the following:

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

SECTION 217 – BEDDING AND BACKFILL MATERIALS

217-2.2 **Stones, Boulders, and Broken Concrete.** To the "GREENBOOK", Table 217-2.2, DELETE in its entirety and SUBSTITUTE with the following:

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

ADD:

306-3.3.2.1 Abandonment of Storm Drain Facilities.

1. You shall plug existing storm drains to be abandoned at downstream locations identified on the Plans as approved by the Engineer. You shall monitor the abandonment for a 48 hour period to ensure that there is no flow in the existing main.
2. Storm Drains to be abandoned in place shall be completely filled with CLSM in accordance with 201-6, "Controlled Low Strength Material (CLSM)" or a combination of sand. Plug both ends of each pipe segment with concrete plugs. You shall demonstrate to the Engineer that conduits being abandoned are completely filled as evidenced by the filler material flowing through ventilation holes and through the ends of pipe segments. You shall submit the method of abandonment, the materials to be used, and the locations and sizes of the ventilation holes to the Engineer.

306-3.3.3 Payment. To the "WHITEBOOK", ADD the following:

9. Payment for demolition and disposal of headwall shall be included in the bid item for "Demolition and Disposal of Headwall".
10. Payment for abandonment of 24" corrugated metal pipe storm drain shall be included in bid item for "Abandon and Fill Existing 24-Inch Corrugated Metal Pipe Outside of Trench Limit per Sheet 37700-02-D".

**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.

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

4.1 NONDISCRIMINATION IN CONTRACTING ORDINANCE. To the "WHITEBOOK", subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A
ENVIRONMENTAL DOCUMENTS

1. MITIGATED NEGATIVE DECLARATION (MND)
2. MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)



(619) 446-5460

**FINAL
MITIGATED NEGATIVE DECLARATION**

PTS No. 391556
WBA No. B-12091.02.01
SCH. 2016011054

SUBJECT: LANGMUIR STREET STORM DRAIN IMPROVEMENT PROJECT: A SITE DEVELOPMENT PERMIT for the replacement and installation in a new alignment of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at two locations. The storm drain located at 2308 Langmuir Street would replace approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain with new 18-inch diameter RCP storm drain within the same trench alignment at the same depth as the existing pipe. The storm drain alignment would be extended an additional 100 LF within a new trench alignment extending into the canyon area from the rear property line of the existing private residence. It would consist of 18-inch diameter RCP storm drain piping at a depth ranging from 2 to 6 feet deep. Crews would access the storm drain alignment via permanent and temporary construction easements. Staging would occur within the public right-of-way and the limits of the construction corridor.

The second storm drain replacement is located at 6426 Osler Street and would consist of the replacement of 120 LF of 24-inch diameter CMP storm drain with 143 LF of 24-inch diameter RCP storm drain pipe. The proposed storm drain will be replaced in place in the same alignment at deeper trench depths ranging from 2 to 9.5 feet deep and extend past the property in new alignment into the canyon area behind the existing private residence.

All new and replacement pipe would be installed via the open trenching method. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and ground scouring.

UPDATE: February 22, 2016. Revisions and/or minor corrections have been made to this document when compared to the draft Mitigated Negative Declaration. More specifically, a portion of the storm drain improvements to occur at 2308 Langmuir Street are to be replaced immediately as part of the Langmuir Street Storm Drain Emergency Replacement project. All work would occur within the limits of work described herein. The emergency project has been approved by the City of San Diego, and a CEQA exemption was issued (dated January 27, 2016) pursuant to CEQA Statute, Section 21080(b)(4) and CEQA State Guidelines, Section 15269(b)(c). In accordance with the California Environmental Quality Act, Section 15073.5(c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modifications does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is the identification of new significant

environmental impacts or the addition of a new mitigation measure required to avoid a significant environmental impact. The modifications within the environmental document do not affect the environmental analysis or conclusions of the Mitigated Negative Declaration. Modifications are limited to the addition of the UPDATE and plan sheet figure delineating the alignment of storm drain pipe to be repaired as part of the emergency project.

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

I. PROJECT DESCRIPTION: See attached Initial Study.

II. ENVIRONMENTAL SETTING: See attached Initial Study.

III. DETERMINATION: The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental affect in the following area(s): **Land Use (MSCP/MHPA Adjacency), Biological Resources and Archaeological Resources.** Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration (MND). The project, as revised, now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM: To ensure that site development would avoid significant environmental impacts, a Mitigation, Monitoring, and Reporting Program (MMRP) is required. Compliance with the mitigation measures shall be the responsibility of the applicant. The mitigation measures are described below.

A. GENERAL REQUIREMENTS – PART I
Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:
<http://www.sandiego.gov/development-services/industry/standtemp.shtml>

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

B. GENERAL REQUIREMENTS – PART II

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

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

Qualified Biologist

Qualified Archaeologist

Qualified Native American Monitor

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

CONTACT INFORMATION:

- a) The PRIMARY POINT OF CONTACT is the RE at the **Field Engineering Division – 858-627-3200**
 - b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at **858-627-3360**
2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 391556, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

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

3. **OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

U.S. Army Corp of Engineers 404 Permit, California Regional Water Quality Control Board 401 Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement

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

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Approvals/Notes</i>
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consultant Const. Monitoring Exhibits	Prior to or at the Pre-Construction
Pre Con Meeting	Request letter	MMC approval
Biology	Consultant Qualification Letter	MMC approval
	Bio. Monitoring Exhibit.	MMC approval
	Protocol or other Survey	MMC approval
Biology	Limit of Work Verification Letter	MMC inspection
Biology / Reveg	Bio Report – installation	MMC Installation inspection
	Bio Report – 120 day	MMC 120 day inspection
	Bio Report – 6mo	MMC 6 month inspection
	Bio Report – 1 yr	MMC 1 yr inspection
	Bio Report – 2 yr	MMC 2 yr inspection
Final approval	Request for Final	Final inspection
Bond Release	Request letter	LEMA verification
Archaeology	Archaeology Report	Archaeology Site Observation
MMRP		Final MMRP Inspections

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

- I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents.

The mitigation measures of this MMRP notwithstanding, all mitigation and monitoring for project impacts to biological resources shall conform to the mitigation measures identified in Section 8 of the Biological Resources Letter Report for the Langmuir Street Storm Drain Improvements Project,

prepared by Dudek and dated October 30, 2015, unless changes are approved by MMC.

Letters of Qualification Have Been Submitted to DD

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. *MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.*
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

II. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
3. PQB Shall Contact MMC to Request Modification
 - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

III. During Construction

A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is**

responsible to notify MMC of the changes.

2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVSR). The CSVSR's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
 3. The PQB or QBM shall be responsible for maintaining and submitting the CSVSR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
 4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.
 5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
 6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly
 7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVSR.
 8. PQB shall verify in writing on the CSVSR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.
- B. Disturbance/Discovery Notification Process**
1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
 2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
 3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).
- C. Determination of Significance**
1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
 2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

IV. General Avian Protection

To avoid any direct impacts to raptors and/or any native/migratory birds, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction (precon) 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 precon survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, 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. If nesting birds are not detected during the precon survey, no further mitigation is required.

V. Upland Habitat Revegetation

Disturbed, graded, and/or cleared areas shall be revegetated within 90 days of the completion of disturbance, with a Diegan Coastal Sage Scrub container plant palette and hydroseed mix to minimize the potential for non-native plant invasion and erosion/sedimentation into the adjacent MHPA. Revegetation shall substantially conform to the Revegetation Plan included as Sheets L-1 through L-3 of the Review Cycle 9 Development Plans for City of San Diego Project No. 391556.

- VI. The PERMIT HOLDER/OWNER shall obtain a Section 404 Nationwide Permit from the U.S. Army Corps of Engineers, Section 401 Water Quality Certification from the Regional Water Quality Control Board, and a Section 1602 Lake and Streambed Alteration Agreement for the California Department of Fish and Wildlife and shall provide copies of such permits to MMC prior to the start of construction.
- VII. Prior to commencement of construction activities the Principal Qualified Biologist (PQB) shall meet with the PERMIT HOLDER/OWNER 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 buffer, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:

- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
- B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements

of Municipal Code Section 142.0412.

- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); Least Bell's vireo (3/15-9/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

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

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH

MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

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

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.

2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

ARCHAEOLOGICAL RESOURCES

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVr). The CSVr's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward

copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

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

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

manholes to reduce impacts to below a level of significance:

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or

representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.

5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
 - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
 - c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
 - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are NOT Native American

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

V. Night and/or Weekend Work

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

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVr and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
 - c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
 - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business

day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

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

B. Handling of Artifacts

- 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
- 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

C. Curation of artifacts: Accession Agreement and Acceptance Verification

- 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
- 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred,

verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.

3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

I:\AINLDR\EAS\MMRP\Archae Public_101211.doc

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government
US Fish & Wildlife Service (23)
U.S. Army Corps of Engineers (26)

State of California
California Dept. of Fish & Wildlife (32)
Regional Water Quality Control Board, Region 9 (44)
State Clearinghouse (46)

City of San Diego
Councilmember Sherman - District 7 (MS 10A)
Mayor's Office (MS 11A)

City Attorney's Office
Shannon Thomas (MS 59)

Development Services
Mark Brunette (MS 501)
Angela Nazareno (MS 301)

Planning - MSCP

Kristy Forburger (MS 5A)

Engineering and Capital Projects

Rex Narvaez (MS 908A)

James Arnhart (MS 908A)

Library Department

Government Projects (81)

Linda Vista Branch Library (81M)

Other Groups and Individuals

Linda Vista Planning Group (267)

Sierra Club (165)

San Diego Audubon Society (167)

Mr. Jim Peugh (167A)

California Native Plant Society (170)

Endangered Habitats League (182A)

Wetland Advisory Board (171)

Historical Resources Board (87)

Carmen Lucas (206)

South Coastal Information Center (210)

San Diego Archaeological Center (212)

Save Our Heritage Organisation (214)

Ron Christman (215)

Clint Linton (215B)

Frank Brown – Inter-Tribal Cultural Resources Council (216)

Campo Band of Mission Indians (217)

San Diego County Archaeological Society, Inc. (218)

Kumeyaay Cultural Heritage Preservation (223)

Kumeyaay Cultural Repatriation Committee (225)

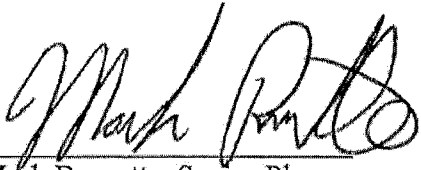
Native American Distribution (225 A-S) (Public Notice & Location Map Only)

Native American Heritage Commission (222)

VII. RESULTS OF PUBLIC REVIEW:

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

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



Mark Brunette, Senior Planner
Development Services Department

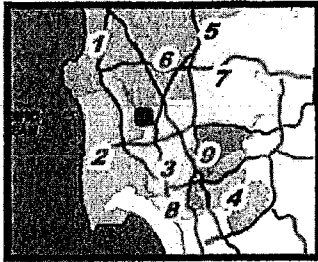
January 20, 2016
Date of Draft Report

February 22, 2016
Date of Final Report

Analyst: Mark Brunette

Attachments: Location Map
 Figure 1
 Responses to Comments
 Initial Study Checklist

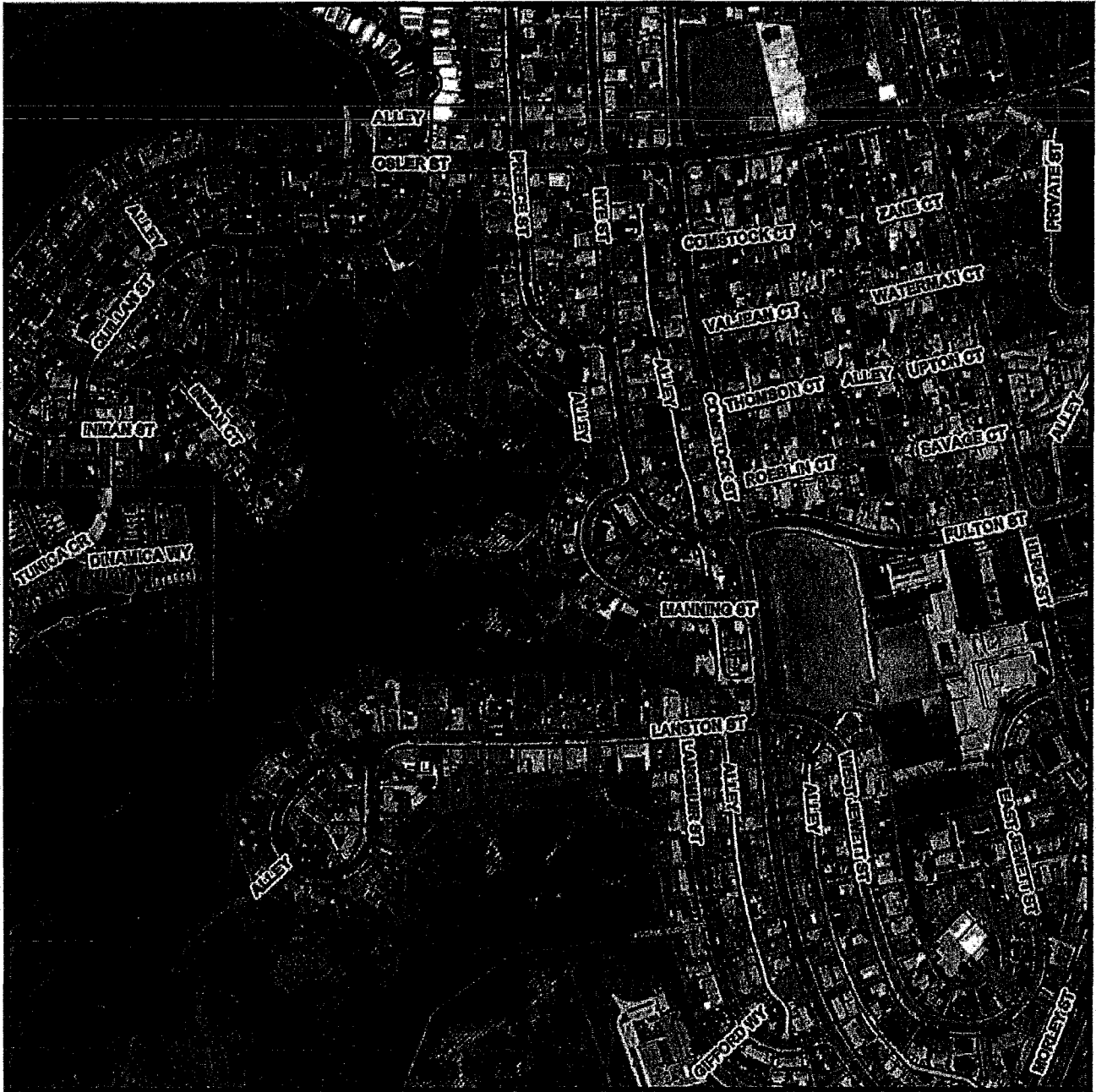
THIS MAP/PLAN IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced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



B-12091 - LANGMUIR STREET STORM DRAIN REPLACEMENT PROJECT



PUBLIC WORKS - ROW DESIGN



- Legend**
- MHPA
 - Proposed Storm Drain



COMMUNITY NAME: LINDA VISTA

COUNCIL DISTRICT: 7

SAP ID: B12091

Langmuir Street Storm Drain Replacement
Appendix A - Environmental Documents
DATE: SEPTEMBER 2, 2014



RINCON BAND OF LUISEÑO INDIANS

Environmental Department

1 W. Tribal Road · Valley Center, California 92082 ·
(760) 297-2330 Fax:(760) 297-2339



January 29, 2016

Mark Brunette
The City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

Re: Langmuir Street Storm Drain Improvement Project No. 391556

Dear Mr. Brunette:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Langmuir Street Storm Drain Improvement Project No. 391556. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions.

If you would like information on tribes within your project area, please contact the Native American Heritage Commission and they will assist with a referral.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

A handwritten signature in black ink, appearing to read "Vincent Whipple".

Vincent Whipple
Manager
Rincon Cultural Resources Department

RESPONSE TO COMMENTS

Comment noted.

Bo Mazzetti
Tribal Chairman

Stephanie Spencer
Vice Chairwoman

Steve Stallings
Council Member

Laurie E. Gonzalez
Council Member

Alfonso Kolb
Council Member



San Diego County Archaeological Society, Inc.

Environmental Review Committee

30 January 2016

To: Mr. Mark Brunette
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Langmuir Street Storm Drain Improvement
Project No. 391556

Dear Mr. Brunette:

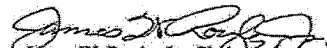
I have reviewed the subject DMND on behalf of this committee of the San Diego County Archaeological Society.

Based on the information contained in Initial study and DMND, we have the following comment:

1. While the archaeological and Native American monitoring called for in the mitigation measures is appropriate, a portion of the area to be impacted is not obscured by pavement or other improvements. As such, that area should have been surveyed by the project archaeologist already and the results of that survey disclosed to the public with the circulation of this DMND. If not, she/he should survey it at the time of the records search, and that requirement should appear in the mitigation measures.

Thank you for providing this DMND to us for our review and comment.

Sincerely,


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

cc: SDCAS President
File

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

RESPONSE TO COMMENTS

The City of San Diego does not require an archaeological survey or records search when archaeological and Native American monitoring is already required during all ground disturbing activities for the project. Any archaeological resources that are discovered will be protected in accordance with the Mitigation, Monitoring and Reporting Program for this Final Mitigated Negative Declaration.



February 8, 2016

Mark Burnett
City of San Diego
1222 1st Avenue (MS 501)
San Diego, CA 92101

sent via e-mail:
DSDEAS@sanidiego.gov
Number of pages:

Re: SCH#2016011054, Langmuir Street Storm Drain Improvement Project (Project No. 381556), City of San Diego/Serra Mesa, San Diego County, California

Dear Mr. Burnett:

Introduction

The Native American Heritage Commission (NAHC) has reviewed the Mitigated Negative Declaration for the project referenced above. The California Environmental Quality Act (CEQA) (Pub. Resources Code § 21000 et seq.), specifically Public Resources Code section 21084.1, states that a project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment. If there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment, an environmental impact report (EIR) shall be prepared.¹ In order to determine whether a project will cause a substantial adverse change in the significance of a historical resource, a lead agency will need to determine whether there are historical resources with the area of project effect (APE).

Please reference the following sections (if checked):

1. Documentation of Contact/Consultation with Tribes
2. Documentation of Mitigation for the Protection of Tribal Cultural Resources and Native American Human Remains
3. Documentation of Cultural Resources Assessment
4. Problematic Wording
5. Best Practices

CEQA was amended significantly in 2014. Assembly Bill 52² (AB 52) amended CEQA to create a separate category of cultural resources, "tribal cultural resources" and provides that a project with an effect that may cause a substantial adverse change in the significance of a tribal cultural resource is a project that may have a significant effect on the environment.³ Public agencies shall, when feasible, avoid damaging effects to any tribal cultural resource.⁴ AB 52 applies to any project for which a notice of preparation or a notice of negative declaration or mitigated negative declaration is filed on or after July 1, 2015. If your project is also subject to the federal National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA), the tribal consultation requirements of Section 106 of the National Historic Preservation Act of 1966 (154 U.S.C. 300101, 38 C.F.R. § 800 et seq.) may also apply.

The NAHC recommends consultation with California Native American tribes that are traditionally and culturally affiliated with the geographic area of your proposed project as early as possible in order to avoid inadvertent discoveries of Native American human remains and as best practices to mitigate impacts to tribal cultural resources. Below are the NAHC comments on the project referenced above. Consult your legal counsel about compliance with AB 52 as well as compliance with any other applicable laws.

1. Documentation of Contact/Consultation with Tribes

1. There is no information in the document of the completion of mandated contact or consultation with California Native American tribes for this project. While section V (b) specifies a Native American monitor be present for groundbreaking activities, no contact or consultation with tribes is actually documented.

AB 52 has added to CEQA the additional requirements listed below, along with many other requirements:

- * **Application/Decision to Undertake a Project:** Within fourteen (14) days of determining that an application for a project is complete or a decision by a public agency to undertake a project, a lead agency shall provide formal notification to a designated contact of, or tribal representative of, traditionally and culturally affiliated California Native American tribes that have requested notice, to be accomplished by at least one written notice that includes:
 - o A brief description of the project.
 - o The lead agency contact information.
 - o Notification that the California Native American tribe has 30 days to request consultation.⁷

¹ Pub. Resources Code § 21084.1; Cal. Code Regs., tit. 14, § 15084.5 (b) (CEQA Guidelines Section 15084.5 (b)).

² Pub. Resources Code § 21080 (b); Cal. Code Regs., tit. 14, § 15084(a)(1) (CEQA Guidelines § 15084 (a)(1)).

³ Govt. Code, Chapter 232, Statutes of 2014.

⁴ Pub. Resources Code § 21074.

⁵ Pub. Resources Code § 21084.2.

⁶ Pub. Resources Code § 21084.3 (a).

⁷ Pub. Resources Code § 21080.3.1 (g).

RESPONSE TO COMMENTS

1. The Native American tribes that would be affected by the proposed project have not requested consultation with the City of San Diego to date, pursuant to AB 52, because they are in the process of coordinating and mapping their respective areas of interest. Nevertheless, copies of the draft MND were provided to affected Native American tribes as documented in Section 6 of the MND. Only one response was received, which is documented in the Final MND Response to Comments.

- o A "California Native American tribe" is defined as a Native American tribe located in California that is on the contact list maintained by the NAHC for the purposes of Chapter 905 of Statutes of 2004 (SB 18).
- * **When to Begin Consultation:** A lead agency shall begin the consultation process within 30 days of receiving a request for consultation from a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project,⁸ and prior to the release of a negative declaration, mitigated negative declaration or environmental impact report.
 - o For purposes of AB 52, "consultation shall have the same meaning as provided in Gov. Code § 65352.4 (SB 18)."¹¹
- * **Conclusion of Consultation:** Consultation with a tribe shall be considered concluded when either of the following occurs:
 - o The parties agree to measures to mitigate or avoid a significant effect, if a significant effect exists, on a tribal cultural resource; or
 - o A party, acting in good faith and after reasonable effort, concludes that mutual agreement cannot be reached.¹²
- * **Prerequisites for Environmental Documents with a Significant Impact on an Identified Tribal Cultural Resource:** An environmental impact report may not be certified, nor may a mitigated negative declaration or a negative declaration be adopted unless one of the following occurs:
 - o The consultation process between the tribes and the lead agency has occurred.¹³
 - o The tribe that requested consultation failed to provide comments to the lead agency or otherwise failed to engage in the consultation process.
 - o The lead agency provided notice of the project to the tribe in compliance with Public Resources Code section 21080.3.1 (d) and the tribe failed to request consultation within 30 days.¹⁴

2.2.3. Documentation of Mitigation for the Protection of Tribal Cultural Resources and Native American Human Remains

7. *The Cultural Resources section V does not document that mitigation measures were developed in consultation with traditionally and culturally affiliated Native American tribes pursuant to Public Resources Code section 21080.3.2 (a), which provides for mandatory topics of Consultation if requested by a tribe.*
2. *Mitigation for archaeological resources with monitoring are adequate but the document is missing specific mitigation for the inadvertent finds of Native American human remains.*

Mitigation should be discussed in consultation with California Native American Tribes.

- * **Mandatory Topics of Consultation:** The following topics of consultation, if a tribe requests to discuss them, are mandatory:
 - o Alternatives to the project.
 - o Recommended mitigation measures.
 - o Significant effects.
- * **Discretionary Topics of Consultation:** The following topics are discretionary topics of consultation:
 - o Type of environmental review necessary.
 - o Significance of the tribal cultural resources.
 - o Significance of the project's impacts on tribal cultural resources.
 - o If necessary, project alternatives or appropriate measures for preservation or mitigation that the tribe may recommend to the lead agency.¹⁵
- * **Confidentiality of Information Submitted by a Tribe During the Environmental Review Process:** With some exceptions, any information, including but not limited to, the location, description and use of tribal cultural resources submitted by a California Native American tribe during the environmental review process shall not be included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, consistent with Government Code sections 6254 (r) and 6254.10. Any information submitted by a California Native American tribe during the consultation or environmental review process shall be published in a confidential appendix to the environmental document unless the tribe that provided the information consents, in writing, to the disclosure of some or all of the information to the public.¹⁶
- * **Discussion of Impacts to Tribal Cultural Resources in the Environmental Document:** If a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document shall discuss both of the following:
 - o Whether the proposed project has a significant impact on an identified tribal cultural resource.
 - o Whether feasible alternatives or mitigation measures avoid or substantially lessen the impact on the identified tribal cultural resource.
- * **Recommending Mitigation Measures Agreed Upon in Consultation in the Environmental Document:** Any mitigation measures agreed upon in the consultation conducted¹⁷ shall be recommended for inclusion in the environmental document.

⁸ (Pub. Resources Code § 21073).
⁹ (Pub. Resources Code § 21080.3.1, subs. (d) and (e)).
¹⁰ (Pub. Resources Code § 21080.3.1 (b)).
¹¹ (Pub. Resources Code § 21080.3.1 (b)).
¹² (Pub. Resources Code § 21080.3.2 (a)).
¹³ as provided in Public Resources Code sections 21080.3.1 and 21080.3.2 and concluded pursuant to Public Resources Code section 21080.3.2.
¹⁴ (Pub. Resources Code § 21082.2 (d)).
¹⁵ (Pub. Resources Code § 21080.3.2 (a)).
¹⁶ (Pub. Resources Code § 21082.3 (c)(1)).
¹⁷ (Pub. Resources Code § 21082.3 (a) and (b)).
¹⁸ pursuant to Public Resources Code section 21080.3.2

2. The Cultural Resources mitigation measures in Section V of the MND were developed by City of San Diego qualified archaeologists in consultation with traditionally and culturally affiliated Native American tribes pursuant to Public Resources Code section 21080.3.2(a) and those measures include any mandatory and discretionary topics of consultation requested by the Native American tribes.
3. The mitigation for archaeological resources with monitoring is consistent with the City of San Diego Historical Resources Guidelines. The potential of inadvertent archaeological finds will be addressed at the pre-construction meeting between the contractor, archaeological and Native American monitors, and City of San Diego Mitigation, Monitoring Coordination staff prior to the start of construction.

and in an adopted mitigation monitoring and reporting program, if determined to avoid or lessen the impact¹⁹ and shall be fully enforceable.²⁰

- **Required Consideration of Feasible Mitigation:** If mitigation measures recommended by the staff of the lead agency as a result of the consultation process are not included in the environmental document or if there are no agreed upon mitigation measures at the conclusion of consultation, or if consultation does not occur, and if substantial evidence demonstrates that a project will cause a significant effect to a tribal cultural resource, the lead agency shall consider feasible mitigation.²¹
- **Examples of Mitigation Measures That, if Feasible, May Be Considered to Avoid or Minimize Significant Adverse Impacts to Tribal Cultural Resources:**
 - Avoidance and preservation of the resources in place, including, but not limited to:
 - Planning and construction to avoid the resources and protect the cultural and natural context.
 - Planning greenspace, parks, or other open space, to incorporate the resources with culturally appropriate protection and management criteria.
 - Treating the resources with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including, but not limited to, the following:
 - Protecting the cultural character and integrity of the resource.
 - Protecting the traditional use of the resource.
 - Protecting the confidentiality of the resource.
 - Permanent conservation easements or other interests in real property, with culturally appropriate management criteria for the purposes of preserving or utilizing the resources or places.
 - Protecting the resource.²²
 - Please note that a federally recognized California Native American tribe or a nonfederally recognized California Native American tribe that is on the contact list maintained by the NAHC to protect a California prehistoric, archaeological, cultural, spiritual, or ceremonial place may acquire and hold conservation easements if the conservation easement is voluntarily conveyed.²³
 - Please note that it is the policy of the state that Native American remains and associated grave artifacts shall be repatriated.²⁴
- The lack of surface evidence of archaeological resources (including tribal cultural resources) does not preclude their subsurface existence.
 - Lead agencies should include in their mitigation and monitoring reporting program plan provisions for the identification and evaluation of inadvertently discovered archaeological resources.²⁵ In areas of identified archaeological sensitivity, a certified archaeologist and a culturally affiliated Native American with knowledge of cultural resources should monitor all ground-disturbing activities.
 - Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the disposition of recovered cultural items that are not burial associated in consultation with culturally affiliated Native Americans.
 - Lead agencies should include in their mitigation and monitoring reporting program plans provisions for the treatment and disposition of inadvertently discovered Native American human remains. Health and Safety Code section 75015, Public Resources Code section 5067.08, and Cal. Code Regs., tit. 14, section 15064.5, subdivisions (d) and (e) (CEQA Guidelines section 15064.5, subs. (d) and (e)) address the processes to be followed in the event of an inadvertent discovery of any Native American human remains and associated grave goods in a location other than a dedicated cemetery.

4. **Documentation of Cultural Resources Assessment**

1. The Cultural Resources section V (pgs. 12-13) and the resources list (pg. 29) do not provide specific information on the cultural assessments performed for this project.

NAHC Recommendations for Cultural Resources Assessments

To adequately assess the existence and significance of tribal cultural resources and plan for avoidance, preservation in place, or barring both, mitigation of project-related impacts to tribal cultural resources, the NAHC recommends the following actions:

- Contact the NAHC for:
 - A Sacred Lands File search. Remember that tribes do not always record their sacred sites in the Sacred Lands File, nor are they required to do so. A Sacred Lands File search is not a substitute for consultation with tribes that are traditionally and culturally affiliated with the geographic area of the project's APE.
 - A Native American Tribal Contact List of appropriate tribes for consultation concerning the project site and to assist in planning for avoidance, preservation in place, or, failing both, mitigation measures.
 - The request form can be found at <http://nahc.ca.gov/resources/forms/>.

¹⁹ pursuant to Public Resources Code section 21082.3, subdivision (b), paragraph 2,
²⁰ Pub. Resources Code § 21082.3 (a).
²¹ pursuant to Public Resources Code section 21084.3 (b), (Pub. Resources Code § 21082.3 (e)).
²² Pub. Resources Code § 21084.3 (b).
²³ Civ. Code § 815.2 (b).
²⁴ Pub. Resources Code § 5097.591.
²⁵ per Cal. Code Regs., tit. 14, section 15064.5(f) (CEQA Guidelines section 15064.5(f)).

RESPONSE TO COMMENTS

4. No project-specific archaeological survey or records search was performed for the project because it was determined by qualified City Staff that the project has the potential to impact sensitive archaeological resources after reviewing City of San Diego archaeological resource sensitivity maps. Therefore, archaeological mitigation and monitoring has been incorporated into the Mitigation, Monitoring and Reporting Program of this MND in accordance with City of San Diego CEQA Significance Determination Thresholds and City of San Diego Historical Resource Guidelines, to reduce potentially significant impacts to archaeological resources to a less than significant level.

- Contact the appropriate regional California Historical Research Information System (CHRIS) Center (http://ohp.parks.ca.gov/?page_id=1058) for an archaeological records search. The records search will determine:
 - If part or the entire APE has been previously surveyed for cultural resources.
 - If any known cultural resources have been already been recorded on or adjacent to the APE.
 - If the probability is low, moderate, or high that cultural resources are located in the APE.
 - If a survey is required to determine whether previously unrecorded cultural resources are present.
- If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
 - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum and not be made available for public disclosure.
 - The final written report should be submitted within 3 months after work has been completed to the appropriate regional CHRIS center.

Problematic Wording

5.

- Best Practices**
 Agencies should be aware that AB 52 does not preclude agencies from initiating tribal consultation with tribes that are traditionally and culturally affiliated with their jurisdictions before the timeframes provided in AB 52. For that reason, we urge you to continue to request Native American Tribal Contact Lists and "Sacred Lands File" searches from the NAHC. The request forms can be found online at: <http://nahc.ca.gov/resources/forms/>
- The NAHC's PowerPoint presentation titled, "Tribal Consultation Under AB 52: Requirements and Best Practices" may be found online at: http://nahc.ca.gov/wp-content/uploads/2015/10/AB52TribalConsultation_CalEPA.PDF.pdf

Sincerely,



Gayle Totton
 Associate Governmental Program Analyst
 Gayle.totton@nahc.ca.gov

cc: State Clearinghouse

RESPONSE TO COMMENTS

5. The Native American tribes that would be affected by the proposed project have not requested consultation with the City of San Diego to date, pursuant to AB 52, because they are in the process of coordinating and mapping their respective areas of interest. Nevertheless, copies of the draft MND were provided to affected Native American tribes as documented in Section 6 of the MND. Only one response was received, which is documented in the Final MND Response to Comments.

INITIAL STUDY CHECKLIST

1. Project Title/Project Number:

LANGMUIR STREET STORM DRAIN IMPROVEMENT PROJECT /391556

2. Lead agency name and address:

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

3. Contact person and phone number:

Mark Brunette/ (619) 446-5379

4. Project location:

The proposed project is located at 2308 Langmuir Street and 6264 Osler Street within the Linda Vista Community Plan area (Council District 7), east of Mission Bay Park and north of Mission Valley.

5. Project Applicant/Sponsor's name and address:

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

6. General Plan designation:

City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. Portions of the alignment are in PROW, as well as in the Residential and Open Space general plan designations.

7. Zoning:

The proposed project is within the RM-1-1 (Residential – Multiple Unit) and the OP-2-1 zone (Open Space - Park) zones.

8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

A SITE DEVELOPMENT PERMIT for the replacement and installation in a new alignment of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at two locations. The storm drain located at 2308 Langmuir Street would replace approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain with new 18-inch

diameter RCP storm drain within the same trench alignment at the same depth as the existing pipe. The storm drain alignment would be extended an additional 100 LF within a new trench alignment extending into the canyon area from the rear property line of the existing private residence. It would consist of 18-inch diameter RCP storm drain piping at a depth ranging from 2 to 6 feet deep. Crews would access the storm drain alignment via permanent and temporary construction easements. Staging would occur within the public right-of-way and the limits of the construction corridor.

The second storm drain replacement is located at 6426 Osler Street and would consist of the replacement of 120 LF of 24-inch diameter CMP storm drain with 143 LF of 24-inch diameter RCP storm drain pipe. The proposed storm drain will be replaced in place in the same alignment at deeper trench depths ranging from 2 to 9.5 feet deep and extend past the property in new alignment into the canyon area behind the existing private residence.

All new and replacement pipe would be installed via the open trenching method. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and ground scouring.

9: Surrounding land uses and setting: Briefly describe the project's surroundings:

Both work locations border the hilly, sloping canyons of Tecolote Canyon Natural Open Space Park that pass through an established single family residential neighborhood. The Langmuir Street site is flat and developed as it extends west through private residential property toward a side valley associated with Tecolote Canyon open space. The topography shifts abruptly at the top of the canyon rim from flat and developed to fairly steep and vegetated with a mixed array of native and non-native vegetations associated with existing private residence. With respect to the Osler Street location, the topography varies from flat to gently sloping to steep as the site extends from ornamental vegetation and annual non-native grassland through a small eucalyptus woodland to hilly slopes vegetated with coastal sage scrub.

Current land uses within and immediately surrounding the proposed project include single family residential development, neighborhood streets, sidewalks, traffic (vehicular and pedestrian), and open space associated with Tecolote Canyon Natural Open Space Park.

The elevations in the project area range from 223 feet above mean sea level (AMSL) at the Langmuir Street site to over 250 feet AMSL at the Osler Street site.

The majority of the Tecolote Canyon Natural Open Space Park is located within the City's Multi-Habitat Planning Area (MHPA). The Langmuir Street and Osler Street storm drain improvements would be partially constructed within the MHPA (refer to attached Location Map).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

It is anticipated that the following permits may need to be obtained for the project: U.S. Army Corp of Engineers 404 permit, California Regional Water Quality Control Board (RWQCB) 401 certification, and California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

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

- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses", as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.

- b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less Than Significant With Mitigation Measures Incorporated", describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
 - 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion. Please note, all reports and documents mentioned in this document are available for public review in the Entitlements Division on the Fifth Floor of 1222 First Avenue, San Diego.
 - 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
 - 9) The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

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

I) AESTHETICS – Would the project:

- a) Have a substantial adverse effect on a scenic vista?

All of the proposed work would occur either below grade or no more than three feet above finished grade for proposed concrete energy dissipaters at the downstream end of the storm drains near the base of the canyons. All trenching for replacement and new storm drain pipe would be filled to match the adjacent natural grade of the canyon and all ground disturbances would be re-vegetated with a native hydroseed mix and container plants using an appropriate plant palette to match the existing Diegan coastal sage scrub vegetation surrounding the project site. Therefore, no new visual impacts occur as a result of the project. In addition, the project would not remove any existing trees. Therefore, the proposed project would have no significant impacts to public scenic vistas and no mitigation would be required.

- b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

See answer to I.a. above. In addition, the project would not damage any existing scenic rock outcroppings, or historic buildings (Refer to V.a.) as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway

- c) Substantially degrade the existing visual character or quality of the site and its surroundings?

See answer to I.a and I.b. above.

- d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The project does not include any new or modified light sources such as new or replacement street lights, and the project would not utilize highly reflective materials. In addition, no substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740.

II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects,

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

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

- a) Converts Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

The project would occur adjacent to and within a naturalized canyon which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Refer to II.a.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The project would occur in adjacent to and within a naturalized canyon which is not designated as forest land. In addition, forest land is not present in the vicinity of the project.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?

Refer to II.c.

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

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries.

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

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed storm drain replacement would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled). However, emissions would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. Additionally, the construction equipment typically involved in water/sewer project is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region's air quality plan.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to III.b

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related

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

to construction activities to below a level of significance. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

- d) Expose sensitive receptors to substantial pollutant concentrations?

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

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

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

IV. BIOLOGICAL RESOURCES – Would the project:

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

Direct Impacts

A Biological Resources Letter Report for the Langmuir Street Storm Drain Improvements Project was prepared by Dudek (October 30, 2015). The letter report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project. The proposed project would result in direct impacts to Diegan coastal sage scrub (Tier II upland habitat) and Non-Native Grassland (Tier IIIB upland habitat) habitats. The proposed project would not result in any direct impacts to wetland habitat. Based on the City’s Significance Determination Thresholds under CEQA, direct impacts totaling less than 0.1 acre of Tiers I-IIIB habitats would not be considered significant under CEQA and thus would not require mitigation. Although impacts to jurisdictional resources would not be considered a significant impact under

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

CEQA, the project would still require permits from the applicable regulatory agencies prior to implementation of the project and is expected to require mitigation through these programs. It is anticipated that the following permits would be applicable for the proposed project: 1) ACOE, Section 404 Nationwide Permit, 2) RWQCB, Section 401 state water quality certification/waiver, and 3) CDFW, Section 1602 Streambed Alteration Agreement.

In addition, the proposed project would result in combined direct impact less than 0.1-acre (0.015-acre) to upland Tier II and Tier IIIB habitat consisting of Diegan coastal sage scrub and non-native grassland habitat. Based on the City of San Diego CEQA Significance Determination Thresholds, revised version (2011), direct impacts totaling less than 0.1-acre, to Tiers I-IIIB upland habitats would not be considered significant under CEQA and thus would not require mitigation.

Indirect Impacts

The proposed project may include use of construction materials or construction equipment fluids that may potentially enter the Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Program. In addition, due to the occurrence of wildlife habitat within and adjacent to the proposed project area, elevated noise levels during construction activities could potentially interfere with wildlife utilization of the MHPA. Further, the proposed project disturbance/impact areas could result in conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant indirect impacts to the MHPA to a less than significant level.

Section V also includes specific mitigation measures for the California gnatcatcher and general avian species including raptors, which would reduce potentially significant indirect impacts on those bird species to a less than significant level.

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

Refer to IV.a regarding indirect impacts. In addition, according to the project's biological letter report the project would result in a less than significant direct impact to riparian habitat near the site. However, the project would still be subject to the Section 404 permitting requirements through the U.S. Army Corps of Engineers, RWQCB, Section 401 state water quality certification/waiver, and California Department of Fish and Wildlife, Section 1602 Streambed Alteration Agreement.

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

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

Refer to IV.a. According to the project's biological letter report the project would result in a less than significant direct impact to wetlands or waters of the US near the site. However, the project would still be subject to the Section 404 permitting requirements through the U.S. Army Corps of Engineers, RWQCB, Section 401 state water quality certification/waiver, and California Department of Fish and Wildlife, Section 1602 Streambed Alteration Agreement.

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

Due to the relatively small scale, location, and timing (i.e. daylight hours) of the proposed project impacts, proposed backfilling of any trenching to match adjacent natural grade, and revegetation of any ground disturbance with coastal sage scrub plant species to match the habitat in the canyons, the project is not expected to significantly impact a wildlife corridor or alter the local movement of wildlife, and thus would not be considered significant under CEQA.

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

Refer to IV.a. The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for impacts to sensitive biological resources in accordance with the City of San Diego Multiple Species Conservation Program and the City of San Diego Biology Guidelines. The project is located within and adjacent to the Multi-Habitat Planning Area (MHPA) and is therefore subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. These guidelines are included as mitigation measures under Section V of this Mitigated Negative Declaration which would reduce potentially significant indirect impacts to habitat and wildlife in the MHPA to a less than significant level.

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

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

Refer to IV.a and IV.e. The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan.

V. CULTURAL RESOURCES – Would the project:

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

The project involves the repair and replacement of an existing underground storm drain line and would not impact any designated historic structures or resources.

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

The proposed project would place storm drain pipe in new trenches. The new trenches would require the excavation of undisturbed native surficial soil at a depth ranging from two to six feet in an area that has been identified as sensitive for the discovery of archaeological resources on City of San Diego archaeological resource sensitivity maps. For this reason the proposed project trenching could have a significant impact on archaeological resources. To reduce potentially significant impacts to archaeological resources to a less than significant level, a qualified archaeologist and native American monitor are required to be present during any ground disturbance that is associated with the project. Specific information on archaeological resource mitigation can be found within the Mitigation, Monitoring and Reporting Program under Section V of this MND.

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

The City of San Diego CEQA Significance Thresholds identifies the significance threshold for potential significant impacts to paleontological resources as soil excavation in sensitive geologic formations that exceeds a depth of 10 feet below existing grade. Since the proposed project's trench excavation would not exceed a depth of 9.5 feet below existing grade the threshold would not be exceeded and no paleontological monitoring would be required. Therefore, the project would result in a less than significant impact on paleontological resources.

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

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

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during subsequent project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required.

VI. GEOLOGY AND SOILS – Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore risks from rupture of a known earthquake fault would be below a level of significance.

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

See VI.a.i. above. The project would be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

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

See VI.a above.

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

See VI.a. above.

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

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

Refer to VI.a. All trenching for pipe replacement would be backfilled and all disturbed areas would be revegetated with a native container plants and a hydroseed mix to control erosion. Additionally, appropriate Best Management Practices would be utilized during project construction to prevent soil erosion. As such, the project would not result in a substantial amount of soil erosion or loss of topsoil.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The project is located within City of San Diego Geologic Hazard Category 52 which is designated as "other level areas, gently sloping to steep terrain with a favorable geologic structure and low geologic risk and Category 26, Slide Prone Formation; Friars: neutral or favorable geologic structure. In addition, proper engineering design and utilization of standard construction practices would ensure that the potential impacts would be less than significant.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

Refer to VI.a.

- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is to repair, replace and extend existing public storm drain pipe.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

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

The City is utilizing data from the California Air Pollution Control Officers Association (CAPCOA) report "CEQA & Climate Change" dated January 2008 as an interim significance threshold to determine whether there is a potential for significant Greenhouse Gas (GHG) impacts and a GHG analysis will be required. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring

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

further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually. This 900 metric ton threshold is roughly equivalent to 35000 square feet of office space, 11,000 square feet of retail, 50 single family residential units, 70 multi-family residential units and 6,300 square-foot supermarkets.

The project involves a relatively short repair/installation length of approximately 300 feet with a limited duration of construction of less than 6 months. In addition, the project would not result in operational green house gas emissions. Due to the limited project scope and construction time frame, the GHG emission output for the project is anticipated to fall well below the 900 metric ton per year figure. Therefore, the project would result in a less than significant CEQA Greenhouse Gas impact and further GHG emissions analysis and mitigation would not be required.

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

The project as proposed would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emission in that it would be constructed in an established urban area with services and facilities available and would generate less than 900 metric tons of greenhouse gas emissions. In addition, the project is consistent with the General Plan.

VIII. HAZARDS AND HAZARDOUS MATERIALS –

Would the project:

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

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

- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the

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

release of hazardous materials into the environment?

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

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

Portions of the project alignment are within one-quarter mile of existing schools and would involve trenching or excavation activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the PROW. However, section 803 of the City's "WHITEBOOK" to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

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

See VIIIa-c above. In addition, the project alignment is not included on a list of hazardous materials locations.

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

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

Portions of the project alignment are within the Airport Influence Area of the Montgomery Field Airport Land Use Compatibility Plan. However, since the proposed project involves linear underground storm drain main repair, it would not introduce any new features that would result in a safety hazard for people residing or working in the area, or create a flight hazard.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project site is not within proximity of a private airstrip.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?
- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would be located within a naturalized canyon, However, the proposed storm drain replacement storm drain would not introduce any new features that are combustible or would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Potential impacts to existing water quality standards associated with the proposed project would include minimal short-term construction-related erosion sedimentation, but would not include any long term operational storm water impacts. The project would be required to comply with the City's Storm Water Standards Manual and would have to comply with either a Water Pollution Control Plan or Storm Water Pollution Prevention Plan. These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would

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

not violate any existing water quality standards or discharge requirements.

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

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

All areas that are trenched would be backfilled to match adjacent natural grade and all disturbed areas would be re-vegetated with a non-irrigated native hydroseed mix and container plants to minimize soil erosion. In addition, the purpose of the project is to replace a storm drain pipe that has reached the end of its useful life and could fail and result in substantial erosion if not replaced. Thus, the project would actually reduce the potential for erosion in the future.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c.

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?
- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.

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

- f) Otherwise substantially degrade water quality?

Refer to IX.c. The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded.

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

The project does not propose any housing.

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

The project does not propose any structures that would impede flood flows as it is a linear underground storm drain repair project.

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

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

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

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

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project would involve replacing and installing utility infrastructure underground and would not introduce new features that could divide an established community.

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

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

environmental effect?

The project would involve replacing and installing utility infrastructure underground and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

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

Refer to IV. The project is within and adjacent to the MHPA preserve area of the City of San Diego Multiple Species Conservation Program. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to the MHPA to a less than significant level.

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

The areas around the proposed project alignment are not being used for the recovery of mineral resources and are not designed by the General Plan or other local, state or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

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

Refer to X,e

XII. NOISE – Would the project result in:

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

The project would not result in any the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project.

- b) Generation of excessive ground borne vibration or ground borne noise levels?

The project would not result in any the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels.

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

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

Refer to XII.a-b

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

The proposed linear underground storm drain repair project would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington's Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m.

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

Portions of the project alignment are within the Airport Influence Area of Montgomery Field Land Use Compatibility Plan. However, it is not within the airport 60 CNEL noise contour so people working on the project would not be exposed to excessive airport noise levels. The project, in and of itself, would not generate operational noise. Furthermore, compliance with OSHA standards will ensure the project workers would not be exposed to excessive noise levels.

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

The project site is not located within the vicinity of a private airstrip.

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

XIII. POPULATION AND HOUSING – Would the

project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project scope does not include the construction of new or extended roads or infrastructure, or new homes and businesses. The project would replace existing outdated storm drain infrastructure. Therefore, the project would not induce population growth nor require the construction of new infrastructure.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

No such displacement would result. There is no existing housing within the boundaries of the proposed project.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

No such displacement would result. There is no existing housing or residents within the boundaries of the project.

XIV. PUBLIC SERVICES

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

The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire services.

- | | | | | |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| ii) Police Protection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not affect existing levels of police protection service and would not

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

require the construction or expansion of a police facility.

iii) Schools

The project would not affect existing levels of public services and would not require the construction or expansion of a school facility.

v) Parks

The project would not affect existing levels of public services and would not require the construction or expansion of a park facility.

vi) Other public facilities

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

XV. RECREATION -

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

The project would not adversely affect the availability of and/or need for new or expanded recreational resources.

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

Refer to XV.a. The project does not propose recreation facilities or require the construction or expansion of any such facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

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

Construction of the proposed project would temporarily affect traffic circulation within

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

the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that traffic circulation would not be substantially impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or level of service.

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

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that existing cumulative or individual levels of service are minimally impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or permanent reduction in level of service.

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

Refer to XVI.c. In addition, the project would not result in safety risks or a change to air traffic patterns in that all work would occur either underground or not more than four feet above existing grade.

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

The project would not create a permanent increase in hazards resulting from design features and would reduce temporary hazards due to construction to a less than significant level through a Traffic Control Plan. The project does not propose any change in land use that would affect existing land uses in the area.

- e) Result in inadequate emergency access?

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that emergency access would not be substantially impacted. Therefore, the project would not result in inadequate emergency access.

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

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

The project would temporarily impact circulation during construction activities relative to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

Construction of the proposed storm water drainage repair project would facilitate the conveyance of storm water into the City's storm water drainage system and would not affect the wastewater system. Therefore, the project would not exceed the requirements of the Regional Quality Control Board.

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

Construction of the proposed project would result in improvements to the storm water drainage infrastructure. It would not affect the water or wastewater systems and would, therefore, not result in a significant unmitigated impact on the environment.

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

Construction of the proposed storm water drainage pipeline repair project would repair an existing and slightly extend drainage lines in approximately the same alignment and location, and does not propose or require the construction substantial new drainage facilities. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.

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

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

needed?

Construction of the proposed project would not increase the demand for water and within the project area.

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

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

Construction of the project would result in the removal of the existing outdated pipeline, but otherwise would likely generate minimal waste. Project waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including the permitted capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

Refer to XVII.f. Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local, state and federal regulations.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

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

Although the proposed project could have significant indirect impacts to sensitive biological resources and the project is located within or adjacent to the Multi Habitat Planning Area (MHPA) of the MSCP, these impacts would be mitigated to a less

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

than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. These mitigation requirements are also consistent with the MSCP City of San Diego Subarea Plan. With respect to cultural resources, mitigation measures for potential impacts to archaeological are identified in Section V of the MND and would reduce potential impacts to a less than significant level. Historical and paleontological resources would not be significantly impacted by the project as stated in the Initial Study.

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

The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Since the mitigation measures identified in Section V of the MND are consistent with the land use adjacency requirements as well as nesting bird requirements of the Subarea Plan, the proposed project is consistent with the Subarea Plan. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources.

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

In addition, as evidenced by the Initial Study Checklist, no other substantial adverse effects on human beings, either indirectly or directly, would occur as a result of project implementation.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

III. AIR QUALITY

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

IV. BIOLOGY

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

- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report: Biological Resources Letter Report for the Langmuir Storm Drain Improvements Project by Dudek, dated October 30, 2015.

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

- City of San Diego Historical Resources Guidelines.
- City of San Diego Archaeology Library.
- Historical Resources Board List.
- Community Historical Survey:
- Site Specific Reports:

VI. GEOLOGY/SOILS

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

VII. GREENHOUSE GAS EMISSIONS

- Site Specific Report:

VIII. HAZARDS AND HAZARDOUS MATERIALS

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

IX. HYDROLOGY/WATER QUALITY

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

X. LAND USE AND PLANNING

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

XI. MINERAL RESOURCES

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

XII. NOISE

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

XIII. PALEONTOLOGICAL RESOURCES

City of San Diego Paleontological Guidelines.

Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

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

Site Specific Report:

XIV. POPULATION / HOUSING

City of San Diego General Plan.

Community Plan.

Series 11 Population Forecasts, SANDAG.

Other:

XV. PUBLIC SERVICES

City of San Diego General Plan.

Community Plan.

XVI. RECREATIONAL RESOURCES

City of San Diego General Plan.

Community Plan.

Department of Park and Recreation

City of San Diego - San Diego Regional Bicycling Map

___ Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

X City of San Diego General Plan.

X Community Plan.

___ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

___ San Diego Region Weekday Traffic Volumes, SANDAG.

___ Site Specific Report:

XVIII. UTILITIES

X City of San Diego General Plan.

X Community Plan.

XIX. WATER CONSERVATION

X City of San Diego General Plan.

X Community Plan.

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

LANGMUIR STREET STORM DRAIN IMPROVEMENT PROJECT
MITIGATED NEGATIVE DECLARATION NO. 391556
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON March 9, 2016

WHEREAS, on May 29, 2015, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Langmuir Street Storm Drain Improvement Project (Project); and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on March 9, 2016; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the City Manager considered the issues discussed in Mitigated Negative Declaration No. 391556 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director for the Development Services Department as designated by the City Manager that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said Declaration, together with any comments received during the public review process, has been reviewed and considered by the Director of the Department of Development Services as designated by the City Manager in connection with the approval of the Project.

BE IT FURTHER RESOLVED, that the Deputy Director of the Department of Development Services finds on the basis of the entire record that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study, that

there is no substantial evidence that the Project will have a significant effect on the environment, and, therefore, that said Declaration is hereby adopted.

BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Department of Development Services as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

BE IT FURTHER RESOLVED, that Development Services Staff is directed to file a Subsequent Action Notice of Determination with the Clerk of the Board of the Supervisors for the County of San Diego regarding the project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By: 

Date: 3/9/16

ATTACHMENT: Exhibit A: Mitigation Monitoring and Reporting Program

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM LANGMUIR STREET STORM DRAIN IMPROVEMENT PROJECT PROJECT NO. 391556

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

MITIGATION, MONITORING AND REPORTING PROGRAM: To ensure that site development would avoid significant environmental impacts, a Mitigation, Monitoring, and Reporting Program (MMRP) is required. Compliance with the mitigation measures shall be the responsibility of the applicant. The mitigation measures are described below.

A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP), or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:
<http://www.sandiego.gov/development-services/industry/standtemp.shtml>
4. The **TITLE INDEX SHEET** must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.

B. GENERAL REQUIREMENTS – PART II

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

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

Qualified Biologist

Qualified Archaeologist

Qualified Native American Monitor

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

CONTACT INFORMATION:

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

- 2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) 391556, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

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

- 3. OTHER AGENCY REQUIREMENTS:** Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

U.S. Army Corp of Engineers 404 Permit, California Regional Water Quality Control Board 401 Certification, and California Department of Fish and Wildlife 1602 Streambed Alteration Agreement

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

Document Submittal/Inspection Checklist

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Approvals/ Notes</i>
General	Consultant Qualification Letters	Prior to Pre-construction Meeting
General	Consultant Const. Monitoring Exhibits	Prior to or at the Pre-Construction
Pre Con Meeting	Request letter	MMC approval
Biology	Consultant Qualification Letter	MMC approval
	Bio. Monitoring Exhibit.	MMC approval
	Protocol or other Survey	MMC approval
Biology	Limit of Work Verification Letter	MMC inspection
Biology / Reveg	Bio Report – installation	MMC Installation inspection
	Bio Report – 120 day	MMC 120 day inspection
	Bio Report – 6mo	MMC 6 month inspection
	Bio Report – 1 yr	MMC 1 yr inspection
	Bio Report – 2 yr	MMC 2 yr inspection
Final approval	Request for Final	Final inspection
Bond Release	Request letter	LEMA verification
Archaeology	Archaeology Report	Archaeology Site Observation
MMRP		Final MMRP Inspections

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

- I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following

mitigation measures into the project design and include them verbatim on all appropriate construction documents.

The mitigation measures of this MMRP notwithstanding, all mitigation and monitoring for project impacts to biological resources shall conform to the mitigation measures identified in Section 8 of the Biological Resources Letter Report for the Langmuir Street Storm Drain Improvements Project, prepared by Dudek and dated October 30, 2015, unless changes are approved by MMC.

Letters of Qualification Have Been Submitted to DD

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
2. *MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.*
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

II. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
3. PQB Shall Contact MMC to Request Modification
 - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any

impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

III. During Construction

A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVR). The CSVR's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSVR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.
5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
6. The PQB shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVR.
8. PQB shall verify in writing on the CSVR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.

B. Disturbance/Discovery Notification Process

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.

2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

C. Determination of Significance

1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

IV. General Avian Protection

To avoid any direct impacts to raptors and/or any native/migratory birds, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction (precon) 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 precon survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, 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. If nesting birds are not detected during the precon survey, no further mitigation is required.

V. Upland Habitat Revegetation

Disturbed, graded, and/or cleared areas shall be revegetated within 90 days of the completion of disturbance, with a Diegan Coastal Sage Scrub container plant palette and hydroseed mix to minimize the potential for non-native plant invasion and erosion/sedimentation into the adjacent MHPA. Revegetation shall substantially conform to the Revegetation Plan included as Sheets L-1 through L-3 of the Review Cycle 9 Development Plans for City of San Diego Project No. 391556.

VI. The PERMIT HOLDER/OWNER shall obtain a Section 404 Nationwide Permit from the

U.S. Army Corps of Engineers, Section 401 Water Quality Certification from the Regional Water Quality Control Board, and a Section 1602 Lake and Streambed Alteration Agreement for the California Department of Fish and Wildlife and shall provide copies of such permits to MMC prior to the start of construction.

- VII. Prior to commencement of construction activities the Principal Qualified Biologist (PQB) shall meet with the PERMIT HOLDER/OWNER 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 buffer, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 - B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
 - C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for*

leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."

- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consist with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.
- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); Least Bell's vireo (3/15-9/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

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

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
 2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A

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

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

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.

2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

ARCHAEOLOGICAL RESOURCES

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American

Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

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

III. During Construction

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

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

on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.

C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
 - (1). **Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."**

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

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

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

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

IV. Discovery of Human Remains

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

A. Notification

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

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

2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

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

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

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

items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

D. If Human Remains are NOT Native American

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

V. Night and/or Weekend Work

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

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

B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.

C. All other procedures described above shall apply, as appropriate.

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of

monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.

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

D. Final Monitoring Report(s)

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

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.)

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

3.2 **Temporary Water Use:** Water provided to the customer for no longer than twelve (12) months.

3.3 **Backflow Preventor:** A Reduced Pressure Principal Assembly connected to the outlet side of a Fire Hydrant Meter.

4. **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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 3 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

2. Construction and maintenance related activities (see Tab 2).

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 8 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 9 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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.

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

- 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).

**Larry Gardner
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.) Zip:	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:		Check Box if Reclaimed Water <input type="checkbox"/>

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:	
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.			

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

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123		Contractor's Name:	
Project Name:		Contractor's Address:	
Work Order No or Job Order No.			
City Purchase Order No.		Contractor's Phone #:	Invoice No.
Resident Engineer (RE):		Contractor's fax #:	Invoice Date:
RE Phone#:	Fax#:	Contact Name:	Billing Period: (to

Item #	Item Description	Contract Authorization				Previous Totals To Date		This Estimate		Totals to Date	
		Unit	Price	Qty	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1					\$ -		\$ -		\$ -	0.00%	\$ -
2					\$ -		\$ -		\$ -	0.00%	\$ -
3					\$ -		\$ -		\$ -	0.00%	\$ -
4					\$ -		\$ -		\$ -	0.00%	\$ -
5					\$ -		\$ -		\$ -	0.00%	\$ -
6					\$ -		\$ -		\$ -	0.00%	\$ -
7					\$ -		\$ -		\$ -	0.00%	\$ -
8					\$ -		\$ -		\$ -	0.00%	\$ -
9					\$ -		\$ -		\$ -	0.00%	\$ -
10					\$ -		\$ -		\$ -	0.00%	\$ -
11					\$ -		\$ -		\$ -	0.00%	\$ -
12					\$ -		\$ -		\$ -	0.00%	\$ -
13					\$ -		\$ -		\$ -	0.00%	\$ -
14					\$ -		\$ -		\$ -	0.00%	\$ -
15					\$ -		\$ -		\$ -	0.00%	\$ -
16					\$ -		\$ -		\$ -	0.00%	\$ -
17	Field Orders				\$ -		\$ -		\$ -	0.00%	\$ -
18					\$ -		\$ -		\$ -	0.00%	\$ -
	CHANGE ORDER No.				\$ -		\$ -		\$ -	0.00%	\$ -
					\$ -		\$ -		\$ -	0.00%	\$ -
Total Authorized Amount (including approved Change Order)					\$ -		\$ -		\$ -	Total Billed	\$ -

SUMMARY

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

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

Resident Engineer

Construction Engineer

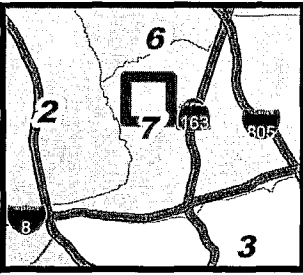
Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

APPENDIX E
LOCATION MAP

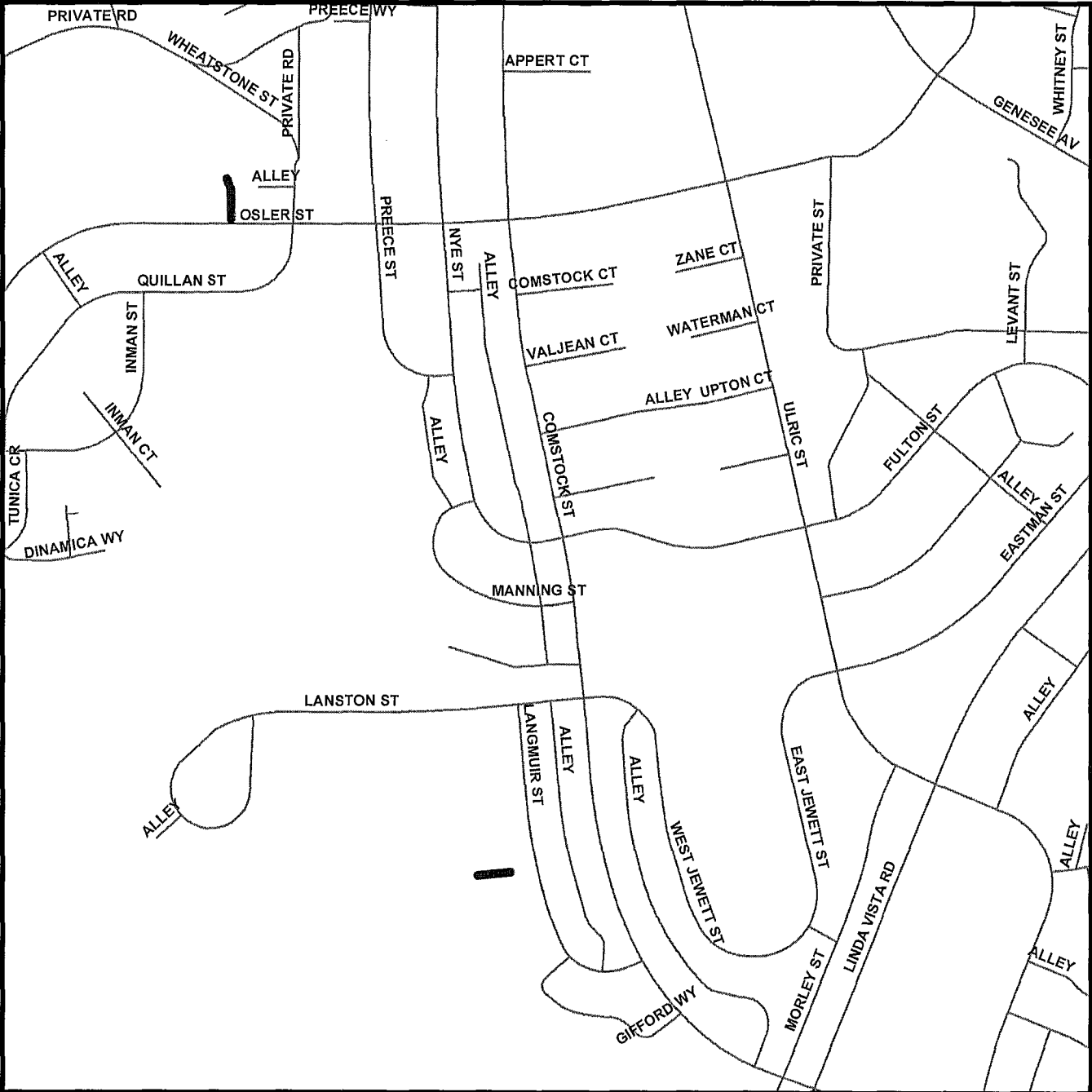
THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY to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



The City of **SAN DIEGO** Public Works

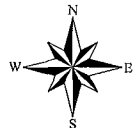
Langmuir Street Storm Drain Replacement

SENIOR ENGINEER NABIL BATTA (619) 533-4145	PROJECT MANAGER SHEILA GAMUEDA (619) 533-4244	PROJECT ENGINEER REX NARVAEZ (619) 235-1955	FOR QUESTIONS ABOUT THIS PROJECT Call: (619) 533-4207 Email: engineering@sandiego.gov
--	---	---	---



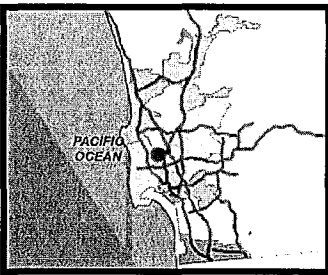
Legend

 Langmuir Storm Drain Replacement



APPENDIX F
ADJACENT PROJECTS

Adjacent Projects Langmuir Street Storm Drain Replacement

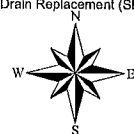
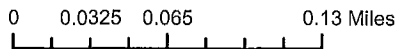


THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information reproduced with permission granted by RAND McNALLY & COMPANY to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

LEGEND

ECP Line
CIP Project

- B11060, Pipeline Rehabilitation Phase F-2
- B11061, Sewer Lateral Rehabilitation Project J-2
- B00095, Manning Canyon Sewer & Water Replacement & Preece Street Storm Drain Replacement (W)
- B12078, Manning Canyon Sewer & Water Replacement & Preece Street Storm Drain Replacement (SD)
- B00504, Manning Canyon Sewer & Water Replacement & Preece Street Storm Drain Replacement (S)
- B12091, Langmuir St Storm Drain Replacement
- B11028, Pipeline Rehab Phase K-2 Sewer Laterals



APPENDIX G
LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

LONG-TERM REVEGETATION MAINTENANCE AGREEMENT

This Long-Term Revegetation Maintenance Contract (LTRMC) 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 LTRMC, the Parties entered into a general contract (Construction Contract) for the construction of **Langmuir Street Storm Drain Replacement** (Project), SAP Number (WBS/CC/IO) number **B-12091**, Bid No. **L-17-1312-DBB-2**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified eopement(s) of **Langmuir Street Storm Drain Replacement** (Maintenance Requirements). The performance of the terms of this LTRMC shall commence immediately upon completion of performance of the Construction Contract.
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTRMC.

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 LTRMC by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTRMC are incorporated into this LTRMC by this reference.
- C. **Contract Term.** This LTRMC shall be effective upon completion of the Plant Establishment Period as described in plan sheet **37700-07-D** and in **Sections 802-3.9** of the Construction Contract, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This LTRMC is subject to the terms and conditions of the Construction Contract included in The GREENBOOK and The WHITEBOOK i.e., Section 800, 801, 802, and The WHITEBOOK EOCP Section except as follows.

E. Partial Release of Payment Bond and Performance Bond

- 1. Performance of Contract in Two Phases.** There are two separate phases of work to be performed by the Contractor under this Contract. The first phase covers the work involved in the original agreement as described in this agreement (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the plants contained within the Revegetation 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 guarantee provided under the Payment Bond for this Project, and the Performance guarantee provided under the Performance Bond for this Project, may be partially released, and thereby reduced, to an amount sufficient to cover all Phase 2 Work on this Project, with the remaining value of each bond type to be set and maintained through the date of completion of Phase 2 Work at a value not less than Two Point Nine Six Percent (2.96%) of the Project's highest bond value for each bond type, but under no circumstances to be reduced to less than the actual cost of completion of all Phase 2 Work for this Project, whichever is higher (“Partial Bond Release”).
- 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.

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 the written in Exhibit A, at the direction of the City.

- 1.2. Work Schedule.** After receiving notification from the City, the Contractor shall create a comprehensive schedule of Work for performance of this LTRMC (Schedule) for the City's approval. The Schedule shall include routine work and 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 LTRMC shall commence when the City approves of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with plan sheet **37700-07-D** and **Section 802-4** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as Exhibit B.

- 1.4. Performance of Work.** The Work shall be performed in accordance with the manufacturer's recommendations for each piece of equipment used in performance by the Contractor of this LTRMC.

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

- a) C-27 State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a C-27 State Contractor's License.
- b) Pest Control Advisor's License. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
- c) Registration with the County Agriculture Commission.
- d) Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
- e) City of San Diego Business License.

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

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise, e.g., operations of power equipment which would cause annoyance to area residents, shall not begin before **7:00 a.m.**

SECTION 2: ADMINISTRATION

- 2.1 Contract Administrator.** The **PUBLIC WORKS DEPARTMENT** is the Contract Administrator for the LTRMC. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this LTRMC and the Contractor's performance of the Work rendered hereunder. When this LTRMC refers to communications to or with City, those communications shall be with the City, unless the City or this LTRMC specifies otherwise. Further, when this LTRMC 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 competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this LTRMC with the City. 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 would 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 Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this LTRMC.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and 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.

PART 3: WORK SITE MAINTENANCE

- 3.1 Use of Chemicals.** The Contractor shall submit to 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 City along with 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 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 under this LTRMC, or other penalties.

If 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 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 entity shall be solely the responsibility of the Contractor, and may be deducted from the monthly payment to be made to the Contractor under this LTRMC.

- 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 LTRMC.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this LTRMC shall not exceed Eleven Thousand dollars 00/100 (\$11,000.00) (Pricing Line Item 35).
- 4.2 Wage Rates.** Refer to the Construction Contract for Prevailing wages requirements for this LTRMC.

4.3 Method of Payment and Reports. The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding of payment by the City.

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

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 LTRMC.

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.

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

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, 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.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that 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 LTRMC.

5.2 Insurance. At all times during the term of this LTRMC, the Contractor shall maintain insurance coverage as specified in the Construction Contract, Section 7-3, "LIABILITY INSURANCE."

The Contractor shall not begin the Work under this LTRMC until it has complied with the following:

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Construction Contract , Section 7-3, "LIABILITY INSURANCE" for:
 - 1. Commercial General Liability
 - 2. Commercial Automobile Liability
 - 3. Worker's Compensation
- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY 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 LTRMC.

SECTION 6: MISCELLANEOUS

- 6.1** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall 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 performance of any Work.
- 6.2** City Standard Provisions. This LTRMC is subject to the following standard provisions:
 - 1. WHITEBOOK, Section 7-13.3, Drug-Free Workplace (As adopted pursuant to City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace).
 - 2. WHITEBOOK, Section 7-13.2, Americans with Disabilities (As adopted pursuant to City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act).
 - 3. WHITEBOOK, Section 7-13.4, Contractor Standards and Pledge of Compliance (As adopted pursuant to City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance).
 - 4. WHITEBOOK, Section 7-13.6, Notice of Labor Compliance Program Approval (As adopted pursuant to the City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249)).
 - 5. WHITEBOOK, Section, 7-13.7, Apprentices on Public Works (As adopted pursuant to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts).

6. WHITEBOOK, Section 7-13.5, Equal Benefits (As adopted pursuant to the City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code.
7. WHITEBOOK, Section 2-17, Information Security Policy (As adopted pursuant to the City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

6.3 Taxpayer Identification Number. I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTRMC.

6.4 Assignment. The Contractor shall not assign the obligations under this LTRMC, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this LTRMC, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between 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 City. Any provisions of this LTRMC that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

6.6 Covenants and Conditions. All provisions of this LTRMC 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 LTRMC, 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 LTRMC and all rights and obligations created by this LTRMC shall be in force and effect whether or not any Parties to this LTRMC have been succeeded by another entity, and all rights and obligations created by this LTRMC shall be vested and binding on any Party's successor in interest.

6.9 Integration. This LTRMC and the exhibits, attachments, and references incorporated into this LTRMC fully express all understandings of the Parties concerning the matters covered in this LTRMC. No change, alteration, or modification of the terms or conditions of this LTRMC, 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 an amendment to this LTRMC agreed to by both Parties. All prior negotiations and agreements are merged into this LTRMC.

- 6.10 Counterparts.** This LTRMC 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.** No 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 LTRMC, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTRMC, 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 LTRMC, 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 LTRMC shall not render any other provision of this LTRMC 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 Public Works Department Director in accordance with Municipal Code §22.3102, and by Contractor.

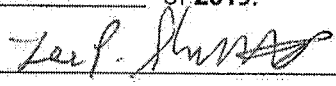
Dated this 8th day of May of **2019**.

THE CITY OF SAN DIEGO

By: 
on behalf of Stephen Samara
Principal Contract Specialist, Public Works Department

I HEREBY CERTIFY I can legally bind New Century Construction, Inc. and that I have read this entire contract, this

6 day MAY of **2019**.

By: 

Printed Name: LEE P. SHELLBERG, II

Title: PRESIDENT

I HEREBY APPROVE the form of the foregoing Contract this

6th day JUNE of **2019**.

Mara W. Elliott, City Attorney

By: 

Printed Name: Pedro DeLara

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 those Specifications and Drawings numbered **37700-05-D** through **37700-07-D** (Specifications), which are incorporated into this contract by this reference as though fully set forth herein.

- II. **Description of Work.** The Contractor shall maintain and monitor the Revegetation Area during the Monitoring Program in accordance with this contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

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

- A. **Irrigation.** Irrigation shall be applied to container and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTRMC.
 1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.
3. Irrigation shall be accomplished as follows:
 - a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
 - c) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
 - d) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.

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

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

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

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

- 1) Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
- 2) Prevent encroachment of passage ways, walks, streets, or view of signs; and
- 3) Prevent encroachment in any manner deemed objectionable by 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" in diameter with an approved pruning paint when required by 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 City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by City. The Contractor shall not use growth regulators.

- C. **Tree Maintenance.** Contractor shall maintain all trees and container plants in the revegetation area in accordance with Instructions from the Project Biologist. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.
- 1) Potential Hazards. The Contractor shall notify 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 City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, 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 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTRMC. All fertilization shall first be approved by the Project Biologist.

- 1) Contractor shall notify 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 City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTRMC. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by 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 City to achieve required results, Contractor shall apply other materials as directed by City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
 - 4) Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.
- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, 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 City.

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

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

- 1) Contractor shall at no cost to 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 City.
- 2) If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
- 3) 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 City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.

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

I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTRMC. 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 Contractor's pruning, trimming, weeding, edging and other Work required by this LTRMC. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.

- 2) Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- J. Monitoring: The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the revegetation area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall be qualified in accordance with 802-1.1, "Project Biologist".

EXHIBIT B

From: Wakem, Jennifer
Sent: Wednesday, July 18, 2018 1:22 PM
To: Brad Haley <BHaley@ecorpconsulting.com>
Cc: Josh Corona-Bennett <jcorona-bennett@ecorpconsulting.com>; Greg Hampton <ghampton@ecorpconsulting.com>; New Century Construction Inc <Newcenturyconstruction@yahoo.com>; Kilburg, Paul <PKilburg@sandiego.gov>; Bajet, James <JBajet@sandiego.gov>
Subject: Re: Langmuir/Osler St. Stormdrain Project, 120-day PEP Report

Hi all,

MMC concurs with the biological assessment. The project has met 120-PEP success criteria and has entered the 25 month maintenance period.

Thanks,
Jennifer Wakem, MPA
Associate Planner
City of San Diego
Development Services
Department 619-218-6931

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: C-27 # 985426

Name of License Holder: ECORP Consulting, Inc.

Expiration Date: 07/31/2019

Pest Control Applicator's Name: N/A

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: _____

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: B20070043905

Expiration Date: 3/31/2020

APPENDIX H

SAMPLE OF PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



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 I

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

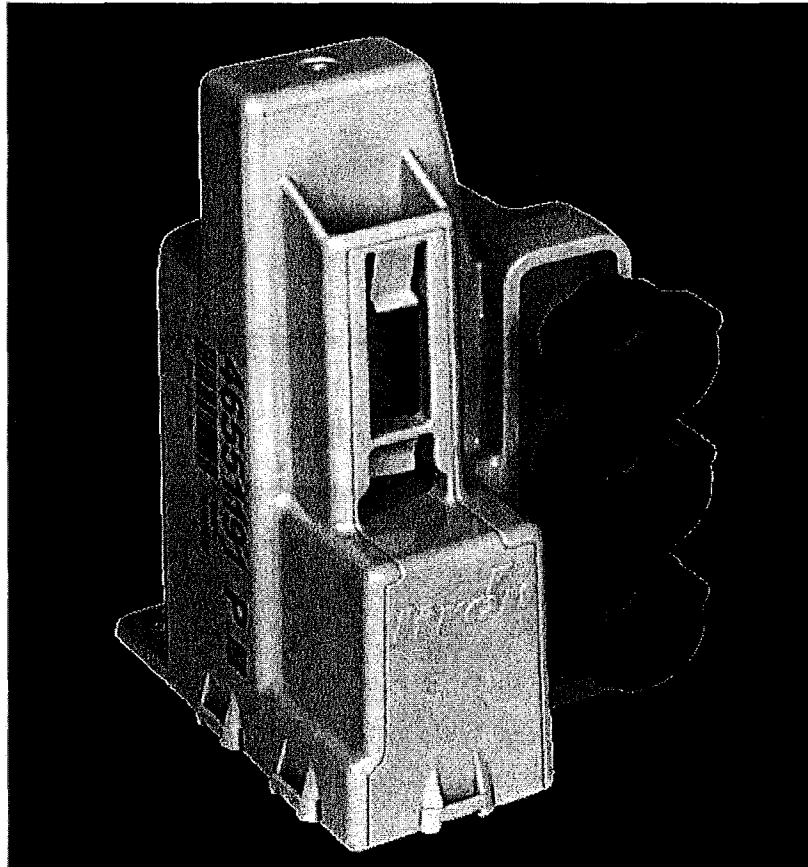
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water.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

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

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

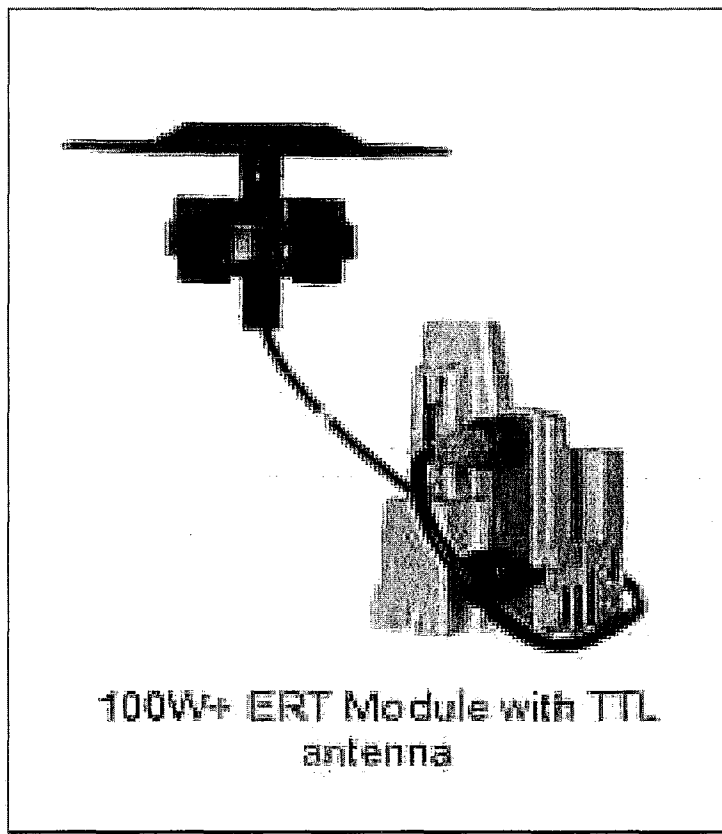
- A. Endpoints, see Photo 1:

Photo 1



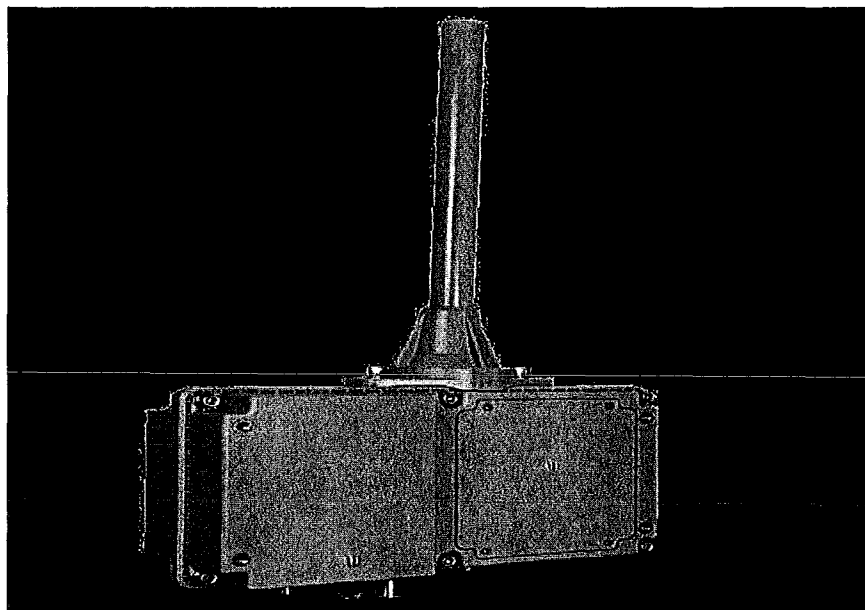
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



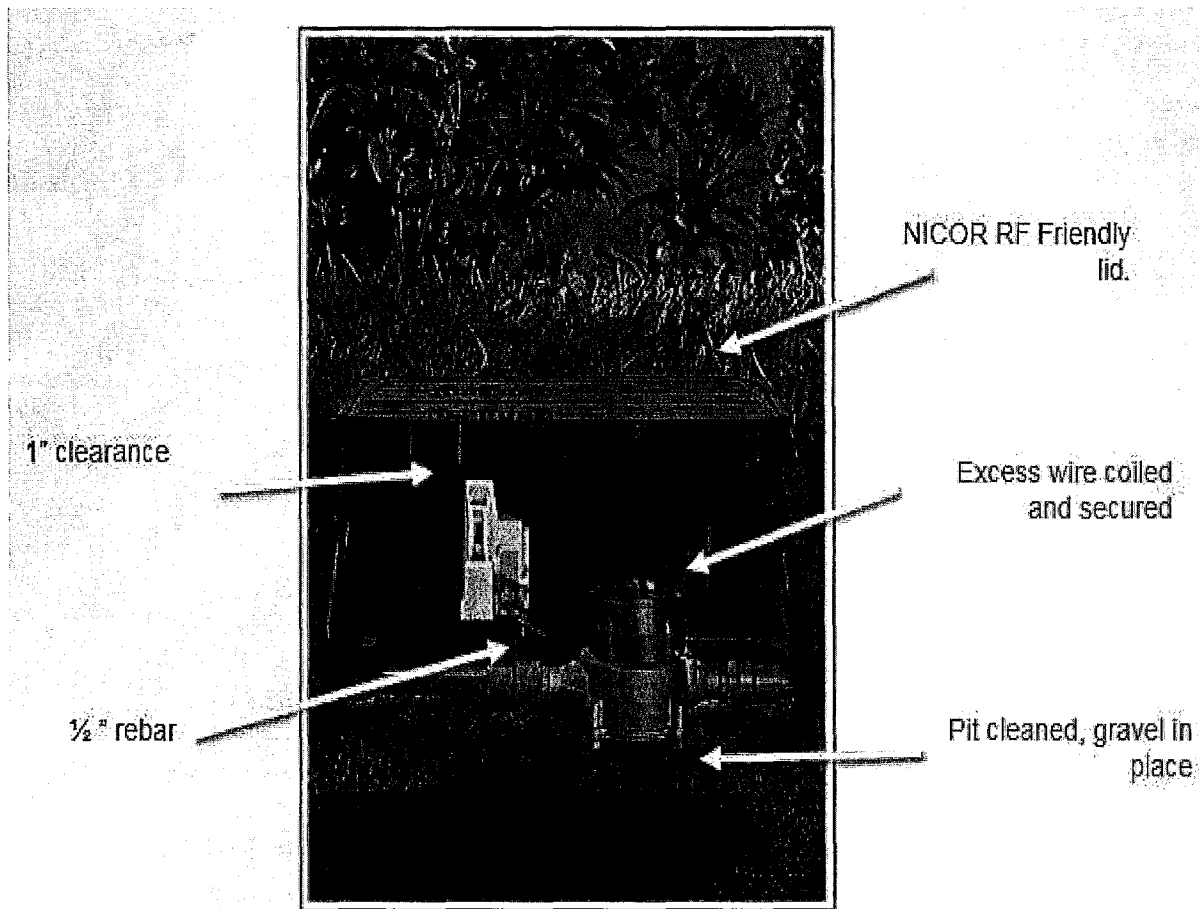
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

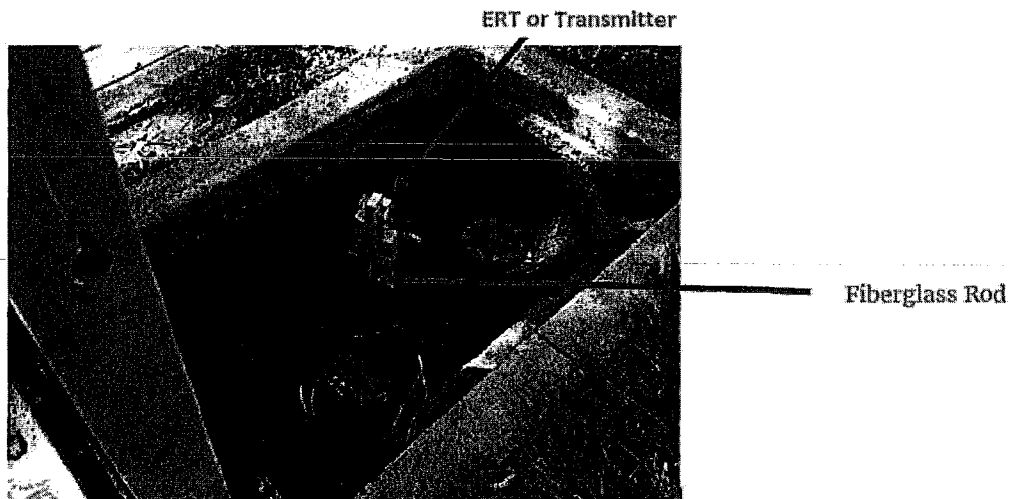
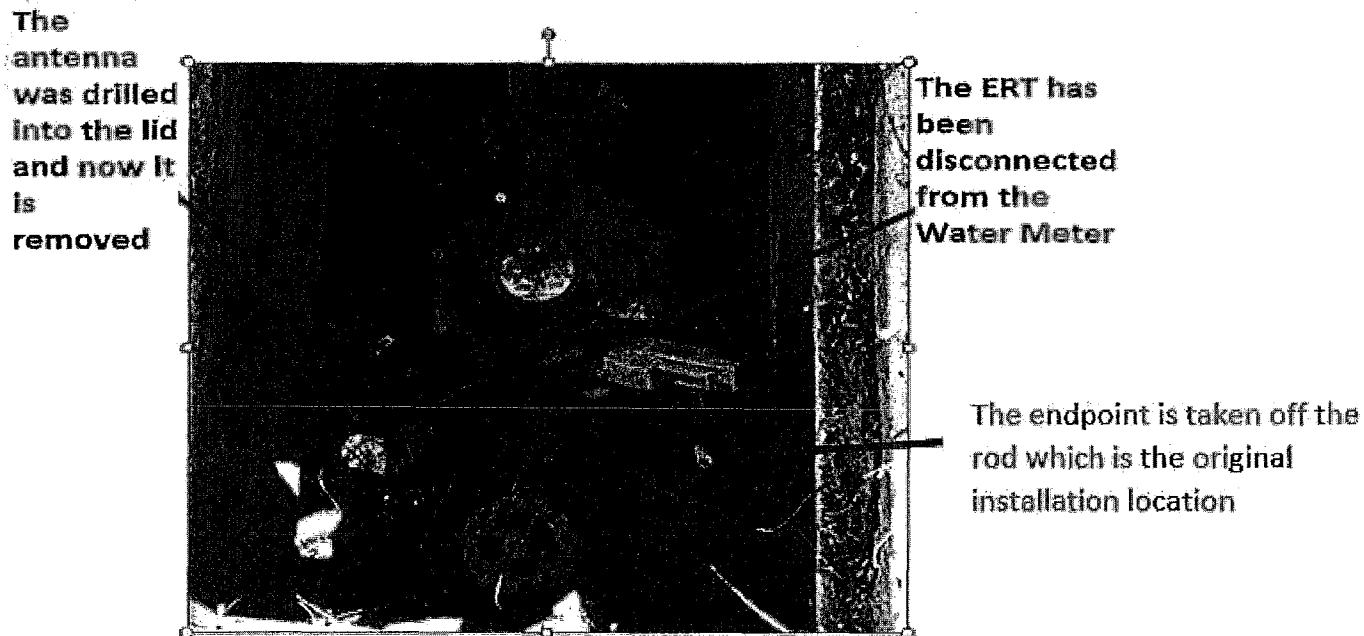


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

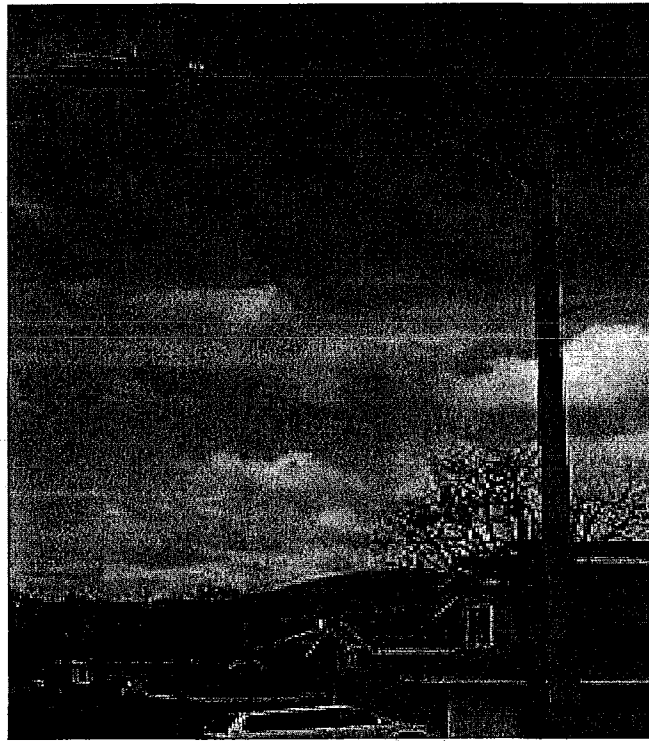
Photo 7



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

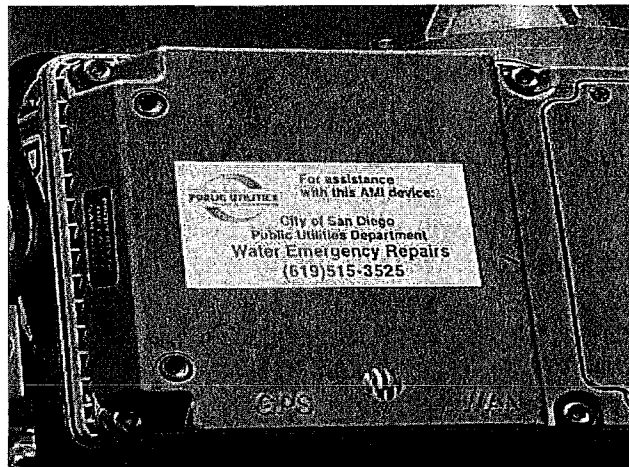
Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego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

Photo 8



Network Device

Photo 9



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

APPENDIX J

PERMITS AND RESOURCE AGENCY REQUIREMENTS

1. Site Development Permit (SDP)
2. San Diego Water Quality Control Board Statewide General Order No. 2004-0004-DWQ (SDWQCBSGO)
3. California Department of Fish and Wildlife Notification No. 1600-2016-0133-R5 (CDFW)

DOC# 2016-0162091



Apr 08, 2016 10:40 AM

OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$0.00

PAGES: 32

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

320
10
HP

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INTERNAL ORDER NUMBER: WBS NO. B-12091.02.06

SITE DEVELOPMENT PERMIT NO. 1496748
LANGMUIR STREET STORM DRAIN REPLACEMENT PROJECT NO. 391556, MMRP
DEVELOPMENT SERVICES DEPARTMENT

This Site Development Permit No.1496748 is granted by the Development Services Department of the City of San Diego to City of San Diego, Public Works Department, Owner, and Permittee, pursuant to San Diego Municipal Code 126.0504 (a) section. The project located at 2308 Langmuir Street and 6426 Osler Street in the RM-1-1 and OP-2-1 zone(s) of the Linda Vista Community Plan.

Subject to the terms and conditions set forth in this Permit, permission is granted to Owner/Permittee for the following proposed work in which a portion was completed under an Emergency Exemption dated January 27, 2016 to replace a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipes would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor as described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated March 3, 2016, on file in the Development Services Department.

ORIGINAL

The project shall include:

- a. Replacement of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains by open trench method;
- b. Construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads; and
- c. Revegetation and restoration of disturbed areas.

STANDARD REQUIREMENTS:

1. This permit must be utilized within thirty-six (36) months after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 36 month period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.

8. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

9. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

10. The MITIGATED NEGATIVE DECLARATION NO. 391556, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

11. The Owner/Permittee shall comply with the MMRP as specified in the Mitigated Negative Declaration (MND), NO. 391556, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas:

Land Use (MSCP/MHPA Adjacency), Biological, and Archaeological Resources

ENGINEERING REQUIREMENTS:

12. Owner/Permittee shall incorporate all construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the San Diego Municipal Code, into the construction plans or specifications.

13. The Permittee shall prepare a Water Pollution Control Plan (WPCP). The WPCP shall be prepared in accordance with the guidelines in Appendix E of the City's Storm Water Standards;

LANDSCAPE REQUIREMENTS:

14. The Owner/Permittee or Subsequent Owner/Permittee shall ensure that all proposed landscaping shall not include exotic plant species that may be invasive to native habitats. Plant species found within the California Invasive Plant Council's (Cal-IPC Invasive Plant Inventory and the prohibited plant species list found in Table 1 of the Landscape Standards shall not be permitted.

15. The Owner/Permittee or Subsequent Owner/Permittee shall maintain non-permanently irrigated landscape for a period not less than 25 months. All temporary irrigation shall be removed prior to final acceptance by Development Services Department.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this

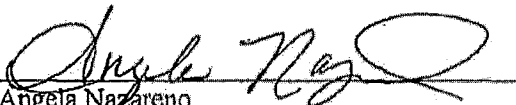
this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.

- Any party on whom fees, dedications, reservations, or other exactions have been imposed as conditions of approval of this Permit, may protest the imposition within ninety days of the approval of this development permit by filing a written protest with the City Clerk pursuant to California Government Code-section 66020.
- This development may be subject to impact fees at the time of construction permit issuance.

APPROVED by the Development Services Department of the City of San Diego on March 3, 2016 and Approved Resolution No. CM-6573.

Permit Type/PTS Approval No.: SDP No. 1496748
Date of Approval: March 3, 2106

AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES
DEPARTMENT



Angela Nazareno
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego
Owner/Permittee

By Sheila B. Gamueda
Sheila Gamueda,
Project Manager, Engineer

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

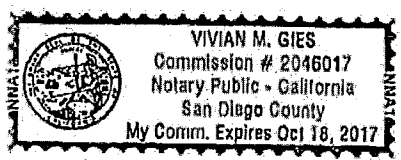
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On March 16, 2016 before me, Vivian M. Gies, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ANGELA NAW NAZARENO, SHEELA GAMUEOA
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 Vivian M. Gies
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 PTS 391556/Langmuir Street Storm Drain Replacement
Title or Type of Document: SDP #1496748 Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ 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 or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

ORIGINAL

DEVELOPMENT SERVICES DEPARTMENT RESOLUTION NO.
SITE DEVELOPMENT PERMIT NO. 1496748
LANGMUIR STORM DRAIN REPLACEMENT PROJECT NO. 391556 [MMRP]

WHEREAS, City of San Diego Public Works Department, Owner/Permittee, filed an application with the City of San Diego for a Site Development Permit for the following proposed work in which a portion was completed under an Emergency Exemption dated January 27, 2016 to replace and install storm drains in a new alignment for a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at two locations. The storm drain located at 2308 Langmuir Street would replace approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain with new 18-inch diameter RCP storm drain within the same trench alignment at the same depth as the existing pipe. The storm drain alignment would be extended an additional 100 LF within a new trench alignment extending into the canyon area from the rear property line of the existing private residence. It would consist of 18-inch diameter RCP storm drain piping at a depth ranging from 2 to 6 feet deep. Crews would access the storm drain alignment via permanent and temporary construction easements. Staging would occur within the public-right-of-way and limits of the construction corridor.

The second storm drain replacement is located at 6426 Osler Street and would consist of the replacement of 120 LF of 24-inch diameter CMP drain with 143 LF of 24-inch diameter RCP storm drain pipe. The proposed storm drain will be replaced in place in the same alignment at deeper trench depths ranging from 2 to 9.5 feet deep and extend past the property in new alignment into the canyon area behind the existing private residence. All new and replacement pipe would be installed via the open trenching methods. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and ground scouring.

WHEREAS, the project is known as Langmuir Storm Drain Replacement located in the RM-1-1 and OP-2-1 Zone of the Linda Vista Community Plan;

WHEREAS, on March 13, 2016, the City Manager of the City of San Diego considered Site Development Permit No. 1496748 pursuant to the Land Development Code of the City of San Diego;

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

That the Development Services Department adopts the following written Findings, dated March 3, 2016.

FINDINGS:

A. Site Development Permit - Section 126.0504 (a)

1. **The proposed development will not adversely affect the applicable land use plan.** The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would

extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

The land use designation of the Linda Vista community plans identify the project and surrounding area primarily as residential, both single and multi-family, and school district as well as open space canyon area identified as the Tecolote Canyon Natural Open Space Park. Stormwater systems are essential public services that are allowed in the land use designations identified for this community. A primary goal of the public facility element in the planning area is intended to allow stormwater facilities that will adequately serve the community. Additionally, the project proposes a sensitive design promoting minimal temporary construction impacts and minimal permanent impacts while addressing erosional and stormwater issues for the surrounding community, canyons, and areas further downstream. The proposed project is consistent with the goals and expectations of the community plan and does not adversely affect the applicable land use plan in effect for the site.

2. The proposed development will not be detrimental to the public health, safety, and welfare.

The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

The project will improve and repair portions of the stormwater system in the affected neighborhoods and partly draining into the canyons as well as inside of City of San Diego's right of way to the benefit the community. Because of the age and size of the infrastructure in the community stormwater system, replacement is required to maintain the integrity of the system and to reduce urban runoff. In this case by installing new RCP pipe the added performance and durability would last longer than the any CMP deteriorating pipes that currently exist. The increased pipe strength and pipe, as well as associated improvements such as energy dissipater and rip-rap pad would allow for slower runoff velocities preventing sedimentation, scour and further downstream. Consideration to the canyon and sensitive resource within Tecolote Canyon Natural Open Space Park have been made in order to minimize impacts while providing adequate stormwater system to serve the purposes as a public benefit for the neighboring areas, as designed. The overall scope of this project will not be detrimental, but will promote public health, welfare, and safety.

3. The proposed development will comply with the applicable regulations of the Land Development Code, including any allowable deviations pursuant to the Land Development Code. The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF

of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

Proposed projects located are partly in the developed right-of-way, within easements on single family home or school district properties comprised of RM-1-1 zoning, as well as a small portion of the project would be located within the canyon areas identified as Tecolote Canyon Natural Open Space Park comprised of the OP-2-1 zone. All of these zones allow for stormwater facilities and related ancillary improvements identified as part of the project scope. The project proposes construction activities with limited impacts to resources based on the sensitive design and construction methodology that would use improved areas and a small construction and permanent impact corridor that slightly extends into the canyon area. As such, the areas in the canyon where work would occur to install the improvements contain a small area identified as biologically sensitive resource, and would require construction monitoring as well as mitigation to offset project impacts. Applicable regulations of the Land Development Code (LDC) allows for the replacement and maintenance of existing stormwater facilities and associated improvements to occur. In this case, the existing stormwater system would be replaced, extended and improved to slow runoff velocities and reduce impacts downstream during rain events. In addition, the facilities would be accessible along an easement located on private property leading to the canyon, where future maintenance would also occur. The project as proposed complies with the City Whitebook, Landscape Manual, Historical Resources Guidelines, the California Environmental Quality Act Guidelines, and all other applicable regulations of the LDC regarding an existing stormwater facility proposed for replacement as part of the project scope. The proposed project would proceed in accordance with all applicable regulations as conditioned within Site Development Permit No. 1496748. Therefore, the proposed project would comply with all applicable regulations of the Land Development Code.

B. Supplemental Findings--Environmentally Sensitive Lands

1. **The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands.** The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm

drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

The current design meets the stormwater system conveyance requirements, while proposing the least impacts to environmentally sensitive lands (ESL). ESL that occurs in this area includes those that are within the Tacolote Canyon Natural Open Space Park, an area where the stormwater facility would be extended minimally and where improvements would be made. This area is closer to the top of the Linda Vista mesa and not at the bottom of the park or canyon areas in order to prevent erosion as well as sediment and scour from flowing downstream. The project proposes to span public right of way, as well as private residential and school district properties within an easement extending into the canyon. As designed, no impacts to City defined wetlands would occur, however, minor impacts to some resource agency jurisdictional wetlands would be required. Impacts would only be the minimum necessary to such wetlands in order to replace and install the new stormwater facility where minor trenching and ground disturbance in the project corridor would occur, and where temporary staging is proposed in order to complete the project. The easements extending from the street through public and private property would allow construction access as well as City maintenance and work crews future access in case of repair or emergency needs. Impacts have been minimized based on the scope of the work to be completed including the size and extent of the facility into the canyon area, while serving the public benefit and project need while proposing the least impacts to ESL. All temporary project impacts to biological resources would be restored to their natural state through revegetation for the entire project. This project is in conformance with Council Policy 400-13 in that the minimum impacts are proposed in order to complete the project. Therefore the overall project design considers the balance between the necessary and limited impacts to the environment, while at the same time providing the necessary improvements for essential public infrastructure for this area.

2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards. The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

The minor extension of the pipes into the canyon areas would be the least necessary to complete the project, and to address the project needs to prevent erosion, sedimentation and scour downstream. This limits the risks from erosional forces and flood hazard to the extent practical. The areas where trench would be excavated would be backfilled with dirt to cover any exposed pipe to blend with the terrain and the contour of the existing surroundings. In addition, revegetation of the contoured slope would be completed in order to return the area to its natural state, and for erosion control purposes post construction. Appropriate native plant species would be used for the revegetation effort, and plant height of 24 inches maximum and related specifics in the areas considered Brush Management Zone 2 would be implemented.

Erosion control measures for construction BMPs would be included. The system would be designed to meet the necessary seismic requirements, as necessary, for above ground, as well as below ground conveyance pipe in order to limit geologic risk along the segment where the facility would be installed. Therefore, no effects would occur in these categories, or from fire hazard.

3. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands. The proposed project includes the replacement of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at 2308 Langmuir Street and 6426 Osler Street. At the Langmuir location approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain would be replaced with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe, with an added 100 LF extension of the same size and type of pipe would be installed in a new trench extending into the canyon area at a depth ranging from 2 to 6 feet deep. At the Osler location, the existing 120 LF of 24-inch diameter CMP storm drain would be replaced with 143 LF of 24-inch diameter RCP storm drain pipe to be replaced in place within the same alignment at deeper depths ranging from 2 to 9.5 feet deep that would extend into the canyon area. Associated improvements include construction of new clean outs, cutoff walls, energy dissipaters, and rip rap pads designed to slow runoff velocities preventing sedimentation and scour. All new and replacement pipe would be installed by the open trench method. Crews would access the storm drain alignment by permanent and temporary construction easements. Staging would occur within the right-of-way and limits of the construction corridor.

The design and construction considerations utilized for this project minimizes all impacts to ESL and allows for the installation of a more current technology than that which exists to further protect the environment by slowing down the runoff velocity to reduce erosion, as well as limit the sedimentation and scour issued downstream. The current pipes are deteriorating and are in need of replacement, and the design to meet the purpose of the project requires a minor extension of the pipe into the canyon area where an energy dissipater and rip rap would be installed. These appurtenances will further protect the Tecolote Canyon Natural Open Space Park. Additionally, using the access easement from the developed right of way to enter the project area would further limit impacts needed to complete the project. Restoring the temporary construction area to their natural state post construction through contouring and revegetation, would further minimize environmental impacts. This serves to balance the public service needs with the surrounding natural environment. As a result, this project protects and lessens all impacts to environmentally sensitive lands overall.

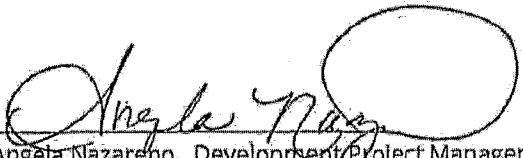
4. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan. A portion of the project alignment is located within the boundaries of the City of San Diego Multi-Habitat Planning Area (MHPA). Some impacts to sensitive habitats resulting from the proposed project would occur within the boundaries of the MHPA and appropriate biological mitigation measure to monitor and compensate for project impacts as per the MSCP have been developed for the project. As specified in the MSCP Subarea Plan, existing utility lines, including stormwater facilities such as those proposed, are considered a compatible use within the MHPA. The City requires that utilities within the Preserve comply with the Subarea Plan MHPA Design Guidelines for Road and Utilities. The proposed project is consistent the City MSCP Subarea Plan including the Design Guidelines for Road and Utilities in that, the City of San Diego requires that land uses within and adjacent to the MHPA preserve be managed to ensure minimal impacts to the preserve. Therefore, sensitive project design and construction considerations, as well as applicable mitigation measures and/or recommendations pertaining to drainage, toxics, lighting, noise, barriers, invasive plant species, and brush management would be required and are included in order to ensure consistency with the MHPA Land Use Adjacency Guidelines and ensure the long-term viability of wildlife and sensitive habitats in the MHPA. Applicable MHPA Land Use Adjacency Guidelines project mitigation measures provided in the Mitigation and Monitoring Requirements section of the permit

or environmental document would address potential issues and ensure consistency with the MSCP and the City MHPA Land Use Adjacency Guidelines.

5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply. The project site is located approximately one and a half miles from Mission Bay and over two miles from the Pacific Ocean. Therefore, the project is not located in close proximity to the beach or shoreline and will not adversely impact local shoreline sand supply. Improvements for the proposed project are minimal and the land would be returned back to its pre-construction stage. However, installation of the stormwater system to include the energy dissipater and rip rap would protect the immediate area from erosional forces, as well as sediment and scour from entering the waters downstream, to the extent practical. In addition, erosion control shall be implemented in order to prevent inappropriate runoff, and the project will have no adverse impacts to such resources.

6. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development. The mitigation developed for this project is for biological and archaeological resources, and the extent of such mitigation is appropriate and typical for a project of this nature. As a result, the mitigation and revegetation is directly related to the project and the related impacts.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the City Manager, Site Development Permit No. 1496748 is hereby GRANTED by the City Manager to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Permit No. 1496748, a copy of which is attached hereto and made a part hereof.


Angela Nazareno, Development Project Manager
Development Services

Adopted on: March 3, 2016

SAP or WBS Number: B-12091.02.06

San Diego Water Quality Control Board

November 28, 2016

In reply/refer to:
R9-2016-0209:824633:lhonma

Mr. Rex Narvaez (via email)
City of San Diego
525 B Street, Suite 750
San Diego, CA 92101
RNarvaez@sandiego.gov

Subject: Notice of Applicability, Statewide General Waste Discharge Requirements for Dredged or Fill Discharges to Waters Deemed by the U.S. Army Corps of Engineers to be Outside of Federal Jurisdiction, Order No. 2004-0004-DWQ (General Order), for the Langmuir Street and Osler Street Storm Drain Improvements Project (File No. R9-2016-0209)

Mr. Narvaez:

By letter dated October 10, 2016, the City of San Diego (Applicant), submitted a Notice of Intent (NOI) for the Applicant to be enrolled under and comply with the General Order for the Langmuir Street and Osler Street Storm Drain Improvements Project (Project). The NOI is complete and the Applicant is hereby enrolled as a Discharger under the General Order, subject to the terms and conditions of the General Order and this Notice of Applicability (NOA). The General Order can be accessed electronically at:

http://www.waterboards.ca.gov/water_issues/programs/cwa401/generalorders_wb.shtml

General Order Enrollment Information

This NOA is applicable for the Applicant, Project Location, and Project Facility, Enrollment, and Administrative Information summarized in Tables 1 through 5 below.

Table 1 - Discharger Information

Applicant	City of San Diego, Transportation and Storm Water Department
Name of Project	Langmuir Street and Osler Street Storm Drain Improvements Project
Project Location	At 2308 Langmuir Street and at 6426 Osler Street
	San Diego, CA 92111
	San Diego

Table 2 - Discharge Location

Discharge Point	Waste Description	Discharge Point Latitude	Discharge Point Longitude	Receiving Water
2308 Langmuir Street Storm Water Outfall	Rip rap	32.785278	-117.175556	Ephemeral Streambed
6426 Osler Street Storm Water Outfall	Reinforced Concrete Pipe, Concrete Outfall Structure and Rip rap	32.792500	-117.178889	Ephemeral Streambed

Table 3 - Facility and Enrollment Information

WDID	9 000003057
Project Contact, Title and Phone	Rex Narvaez, Project Engineer 619-235-1955
Authorized Person to Sign and Submit Reports	Rex Narvaez
Mailing Address	525 B Street, Suite 750, San Diego CA 92101
Billing Address	525 B Street, Suite 750, San Diego CA 92101
Type of Project	Construction of Outfall Structures
Fee Category	Enrollment in General Order
Fee Amount	\$200
Permitted Dredge Volume	0
Watershed	Tecolote Hydrologic Area 906.50
Receiving Water	2 unnamed tributaries to Tecolote Creek
Receiving Water Type	Streambed
Permanent Impacts	0.008 acre, 55 linear feet
Temporary Impacts¹	0.009 acre, 2 linear feet

¹ All areas of temporary impacts must be restored to pre-project contours and re-vegetated with native species.

Table 4 - Compensatory Mitigation

Mitigation Bank	San Luis Rey Mitigation Bank
Mitigation Type	Wetland Re-establishment
Bank Credits to be Purchased	0.04 acre

Table 5 - Administrative Information

This NOA was approved by the San Diego Water Board Executive Officer on:	November 28, 2016
This NOA is effective as of:	November 28, 2016

PROJECT DESCRIPTION

The Project will modify the storm water conveyance system at two locations in the Tecolote Canyon Creek Watershed. The modifications include replacing existing corrugated metal storm drain pipes with new reinforced concrete storm drain pipes, extending the storm drain pipes into the canyons using an open trenching method, and installing new clean outs, cutoff walls, energy dissipaters, and ungrouted rip rap pads. Project maps and plans are enclosed with this letter.

Project activities will result in permanent impacts 0.008 acre (55 linear feet) and temporary impacts to 0.009 acre (2 linear feet) of streambed waters of the State. All waters of the State receiving temporary discharges of fill material will be restored to pre-project contours and re-vegetated with native species. The U.S. Army Corps of Engineers (Corps) has determined that no Corps permit is required for the Project.

MITIGATION AND MINIMIZATION MEASURES

The Applicant reports that compensatory mitigation for the permanent loss of 0.008 acre of jurisdictional waters will be achieved through the re-establishment of 0.04 acre of wetland waters of the United States and/or State at the San Luis Rey Mitigation Bank in the Mission Hydrologic Subarea (HSA 903.11). Mitigation for discharges of fill material to waters of the State will be completed by the Applicant at a compensation ratio of 5:1 (area mitigated:area impacted).

ADDITIONAL CONDITIONS

1. The Applicant must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.
2. **Mitigation Bank Credit Purchase.** Prior to the start of construction, the Applicant must provide documentation to the San Diego Water Board verifying the purchase of at least 0.04 acre of credit applicable to the re-establishment of wetland waters of the U.S. and/or State from the San Luis Rey Mitigation Bank. The use of an alternate mitigation bank to provide required compensatory mitigation must be approved by the San Diego Water Board before the credits are secured and is subject to the following conditions:
 - a. The Applicant must identify the USACE approved mitigation bank and submit documentation demonstrating that:
 - i. The permitted Project impacts are located within the service area of the mitigation bank; and
 - ii. The mitigation bank has the appropriate number and resource type of credits available.

- b. If San Diego Water Board approval of the use of the alternate mitigation bank is obtained, the Applicant must provide documentation verifying that the appropriate number and resource type of credits have been secured from the mitigation bank prior to the start of construction.
3. **Final Project Completion Report.** The Applicant must submit a Final Project Completion Report to the San Diego Water Board **within 30 days of completion of the Project**. The final report must include the following information:
- a. Date of construction initiation;
 - b. Date of construction completion;
 - c. Best Management Practices (BMPs) implemented; and
 - d. Photo documentation of the Project and implemented BMPs. Photo documentation must be conducted in accordance with guidelines posted at:

http://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/401c/401PhotoDocRB9V713.pdf.

In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo points referenced.

Termination of Discharge

Upon completion of the Project, the Applicant is required under section C.16 of the General Order to complete a Notice of Termination (NOT) form contained in Attachment 2 of the General Order and submit it to the San Diego Water Board requesting termination of enrollment.

Electronic Document Submittal. The Applicant must submit all reports and information required under this Certification in electronic format via e-mail to SanDiego@waterboards.ca.gov. Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc and delivered to:

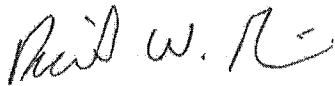
California Regional Water Quality Control Board
San Diego Region
Attn: 401 Certification No. R9-2016-0209:824633:lhonma
2375 Northside Drive, Suite 100
San Diego, California 92108

Each electronic document must be submitted as a single file, in Portable Document Format (PDF), and converted to text searchable format using Optical Character Recognition (OCR). All electronic documents must include scanned copies of all signature pages; electronic

signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: 401 Certification No. R9-2016-0209:824633:lhonma

In the subject line of any response, please include the reference number R9-2016-0209:824633:lhonma. For questions or comments regarding this Notice of Applicability or the requirements of the General Order, please contact Lisa Honma by email at Lisa.Honma@waterboards.ca.gov or by phone at (619) 521-3367.

Respectfully,



DAVID W. GIBSON
Executive Officer

DWG:esb:lbh

Enclosures: Figures 1, 2, 3a, 3b, 4a, 4b and Construction Plans Sheets G-1, C-1, C-2, C-3, L-1, L-2, and L-3.

Cc: Via Email

State Water Resources Control Board
Division of Water Quality
401 Water Quality Certification and Wetlands
Stateboard401@waterboards.ca.gov

U.S. EPA, OWOW, Region 9
Ms. Melissa Scianni
Scianni.Melissa@epa.gov

City of San Diego
Public Works Department, Engineering
Mr. Roman Anissi
RAnissi@sandiego.gov

Mr. Eric Becker
San Diego Water Board
Eric.Becker@waterboards.ca.gov

Tech Staff Info & Use	
File No.	R9-2016-0209
WDID	9 000003057
Reg. Measure ID	409929
Place ID	824633
Party ID	556507
Person ID	556506



State of California - The 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

EDMUND G. BROWN, JR., Governor
CHARLTON H. BONHAM, Director



September 14, 2016

Mr. Rex Narvaez
City of San Diego Public Works Department
525 B Street, Suite 750, MS 908A
San Diego, California 92101-4502

Subject: Notification of Lake or Streambed Alteration No. 1600-2016-0133-R5
Langmuir Street Storm Drain Improvements Project
(WBS No. B-12091.02.02)

Dear Mr. Narvaez:

On May 16, 2016, the California Department of Fish and Wildlife ("Department") received your Notification of Lake or Streambed Alteration ("Notification"). The Department had until June 16, 2016, to determine if your Notification was complete. The Department did not meet that date. As a result, by law, your Notification was deemed complete.

The Department is required to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you within 60 calendar days from the date the Notification is complete, if the Department determines that an Agreement is required for the project. The Department had until August 16, 2016, to submit a draft Lake or Streambed Alteration Agreement ("Agreement") to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your Notification without an Agreement.


Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the Notification and any modifications to that Notification received by the Department in writing prior to August 16, 2016. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the Notification. If the term proposed in your Notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the Notification may constitute a violation of Fish and Game Code section 1602.

Mr. Rex Narvaez
September 14, 2016
Page 2 of 2

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

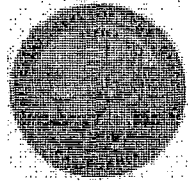
Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your Notification with all attachments available at all times at the work site. If you have any questions, please contact Kelly Fisher at (858) 467-4207 or kelly.fisher@wildlife.ca.gov.

Sincerely,



Marilyn J. Fluharty
Senior Environmental Scientist

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
	\$	\$		



STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE
NOTIFICATION OF LAKE OR STREAMBED ALTERATION



Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

1. APPLICANT PROPOSING PROJECT

Name	Rex Narvaez			
Business/Agency	City of San Diego Public Works Department			
Street Address	525 B Street, Suite 750, MS 908A			
City, State, Zip	San Diego, CA 92101-4502			
Telephone	619-235-1955	Fax	619-533-4296	
Email	RNarvaez@sandiego.gov			

2. CONTACT PERSON (Complete only if different from applicant)

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

3. PROPERTY OWNER (Complete only if different from applicant)

Name				
Street Address				
City, State, Zip				
Telephone		Fax		
Email				

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Langmuir Street Storm Drain Improvements Project (WBS No. B-12091.02.02)		
B. Agreement Term Requested		<input checked="" type="checkbox"/> Regular (5 years or less) <input type="checkbox"/> Long-term (greater than 5 years)		
C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (year)	Ending (year)	Start Date (month/day)	End Date (month/day)	
2017	2018	9/16	2/9	125

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.

A	<input checked="" type="checkbox"/> Standard (Most construction projects, excluding the categories listed below)
B	<input type="checkbox"/> Gravel/Sand/Rock Extraction (Attachment A) Mine I.D. Number: _____
C	<input type="checkbox"/> Timber Harvesting (Attachment B) THP Number: _____
D	<input type="checkbox"/> Water Diversion/Extraction/Impoundment (Attachment C) SWRCB Number: _____
E	<input type="checkbox"/> Routine Maintenance (Attachment D)
F	<input type="checkbox"/> CDFW Fisheries Restoration Grant Program (FRGP) FRGP Contract Number: _____
G	<input type="checkbox"/> Master
H	<input type="checkbox"/> Master Timber Harvesting

6. FEES

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. *Note: The Department may not process this notification until the correct fee has been received.*

	A. Project	B. Project Cost	C. Project Fee
1	Replace an aging, deteriorated storm drain system at 2 locations	\$250,000	\$1,833.25
2			
3			
4			
5			
		D. Base Fee (if applicable)	
		E. TOTAL FEE ENCLOSED	\$1,833.25

7. PRIOR NOTIFICATION OR ORDER

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by the Department for the project described in this notification?

Yes (Provide the information below) No

Applicant: _____ Notification Number: _____ Date: _____

B. Is this notification being submitted in response to an order, notice, or other directive (order) by a court or administrative agency (including the Department)?

No Yes (Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.)

Continued on additional page(s)

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

8. PROJECT LOCATION

A. Address or description of project location.
(Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway)

The project is located behind 2308 Langmuir Street and 6426 Osler Street within the Linda Vista Community Plan area, just east of Mission Bay and north of Mission Valley. The storm drain improvements for both locations would extend from the public ROW through two adjacent residential properties and terminate within the Tecolote Canyon Natural Open Space Park. Tecolote Canyon and flanking residential development separates the two work locations. To access the sites, take Interstate 15 south to Friars Road and turn right (west) to Ulric Street. Turn right onto Ulric Street and proceed for 1 mile. Turn left onto Comstock Street and proceed for 0.3 mile. Turn left onto Langmuir Street. To access the Osler Street location from Langmuir, head north on Langmuir Street toward Lanston Street and turn right. Turn left onto Comstock Street. Proceed for 0.3 mile. Turn left onto Osler Street. The proposed improvements are behind 6426 Osler Street. Access is off of Wheatstone Street.

Continued on additional page(s)

B. River, stream, or lake affected by the project: Unnamed tributaries to Tecolote Creek

C. What water body is the river, stream, or lake tributary to? Mission Bay

D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts? Yes No Unknown

E. County: San Diego

F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. 1/4 Section
La Jolla	16S	3W	10 and 15	---

Continued on additional page(s)

K. Meridian (check one) Humboldt Mt. Diablo San Bernardino

L. Assessor's Parcel Number(s)

431-341-01, 431-360-02, 431-150-06, 431-601-04 and 760-102-09

Continued on additional page(s)

M. Coordinates (If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)

Latitude/Longitude	Latitude: 32°47'07"N	Longitude: 117°10'32"W
	<input checked="" type="checkbox"/> Degrees/Minutes/Seconds	<input type="checkbox"/> Decimal Degrees
UTM	Easting: 483561	Northing: 3627497 <input type="checkbox"/> Zone 10 <input checked="" type="checkbox"/> Zone 11
Datum used for Latitude/Longitude or UTM	<input type="checkbox"/> NAD 27	<input checked="" type="checkbox"/> NAD 83 or WGS 84

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

9. PROJECT CATEGORY AND WORK TYPE *(Check each box that applies)*

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank stabilization – rip-rap/retaining wall/gabion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat dock/plier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Boat ramp	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channel clearing/vegetation management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Culvert	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Debris basin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dam	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diversion structure – weir or pump intake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Filling of wetland, river, stream, or lake	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Geotechnical survey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Habitat enhancement – revegetation/mitigation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Levee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Low water crossing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Road/trail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sediment removal – pond, stream, or marina	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Storm drain outfall structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Temporary stream crossing	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Utility crossing : Horizontal Directional Drilling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jack/bore	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Open trench	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other <i>(specify):</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included. Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.

Specify the type and volume of materials that will be used.

If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details, the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., bird's-eye view) showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

The proposed project includes the replacement and installation (i.e., new alignment) of a total of 326 linear feet (LF) of reinforced concrete pipe (RCP) storm drains at two locations. The storm drain located at 2308 Langmuir Street would replace approximately 83 LF of existing deteriorated 15-inch diameter corrugated metal pipe (CMP) storm drain with new 18-inch RCP storm drain within the same trench alignment at the same depth as the existing pipe. The storm drain alignment would be extended an additional 100 LF within a new trench alignment extending into the canyon area from the rear property line of the private residence. It would consist of 18-inch RCP storm drain piping at a depth ranging from 2-6 feet deep. All new and replacement pipe would be installed via the open trenching method. Crews would access the storm drain alignment via permanent and temporary construction easements. Staging would occur within the right-of-way (ROW) and limits of the construction corridor. The second storm drain replacement is located at 6426 Osler Street, and would consist of the replacement 120 LF of 24-inch diameter CMP storm drain with 142 LF of 24-inch diameter RCP storm drain pipe in new trench alignment at a deeper trench depth ranging from 2-9.5 feet deep. The existing 24-inch CMP Storm drain will be abandoned and also removed where new proposed pipe will be set. The proposed storm drain with new trench alignment will extend pass the property and into the canyon area behind the private residence. All new storm drain pipe would be installed via the open trenching method. All temporarily disturbed areas will be restored in place to pre-construction contours and conditions following construction. Habitat restoration and erosion control treatments will be installed within temporary disturbance areas. Habitat restoration will feature native species that are typical of the area, and erosion control features will include silt fence and straw fiber rolls, where appropriate. The revegetation areas will be monitored and maintained for 25 months.

Please refer to the attached cover letter for additional details.

Continued on additional page(s)

B. Specify the equipment and machinery that will be used to complete the project.

Excavator, backhoe, dump truck.

Continued on additional page(s)

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B)?

Yes No (*Skip to box 11*)

D. Will the proposed project require work in the wetted portion of the channel?

Yes (*Enclose a plan to divert water around work site*)
 No

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

The project will result in permanent impacts to 0.001 acre of unvegetated, ephemeral stream channel at the Langmuir Street site and 0.007 acre of open channel at the Osler Street site. Temporary impacts to 0.009 acre of open channel are also proposed at the Osler Street site to provide temporary construction access.

Continued on additional page(s)

B. Will the project affect any vegetation? Yes (Complete the tables below) No

Vegetation Type	Temporary Impact	Permanent Impact
Ephemeral non-wetland stream channel	Linear feet: <u>0</u> Total area: <u>0</u>	Linear feet: <u>15</u> Total area: <u>0.001</u>
Dry open channel	Linear feet: <u>2</u> Total area: <u>0.009</u>	Linear feet: <u>40</u> Total area: <u>0.007</u>

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
Not applicable.	0	0

Continued on additional page(s)

C. Are any special status animal or plant species or habitat that could support such species, known to be present on or near the project site?

Yes (List each species and/or describe the habitat below) No Unknown
 Coastal California gnatcatcher at the Langmuir site.

Continued on additional page(s)

D. Identify the source(s) of information that supports a 'yes' or 'no' answer above in Box 11.C.

General reconnaissance surveys on February 19 and 20, 2015 and literature review.

Continued on additional page(s)

E. Has a biological study been completed for the project site?

Yes (Enclose the biological study) No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.

F. Has a hydrological study been completed for the project or project site?

Yes (Enclose the hydrological study) No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

12. MEASURES TO PROTECT FISH, WILDLIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

Standard best management practices (BMPs) will be employed during construction to ensure that water quality is not compromised during the course of pipeline installation. Such BMPs will include silt fencing, gravel bags, stabilized construction entrance, straw wattles, sweeping, and habitat revegetation. Please see the attached cover letter for more details.

Continued on additional page(s)

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

Special attention was made to site the proposed improvements in disturbed and developed lands. For unavoidable impacts to non-wetland waters the following measures will be implemented: (1) the perimeter of the work footprint will be adequately flagged to exclude activities from, and prevent damage to, adjacent CDFW jurisdictional habitat; (2) when work occurs during the nesting bird season a qualified biologist shall perform nesting bird surveys in the project footprint once per week as work continues during the nesting bird season; and (3) a qualified biologist will be on site, as needed, during project activities to monitor and enforce the conditions of all resource agency permits obtained for the project.

Continued on additional page(s)

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

Upon project completion, the Contractor shall revegetate all temporarily disturbed areas to pre-construction conditions. No other post-construction BMPs are needed or proposed. Habitat restoration and erosion control treatments will be installed within temporary disturbance areas, in accordance with the City's Biology Guidelines and Landscape Regulations (City of San Diego 2012). A Revegetation Plan has been prepared by a qualified Biologist in consultation with a Restoration Specialist. Habitat restoration will feature native species that are typical of the area, and erosion control features will include silt fence and straw fiber rolls, where appropriate. The revegetation areas will be monitored and maintained for 25 months to ensure adequate establishment and sustainability of the plantings/seedlings. Permanent impacts will be mitigated at the Stadium River Mitigation Site.

Continued on additional page(s)

13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

- A. ACOE Section 404 Nationwide Permit Applied Issued
- B. RWQCB Section 401 Water Quality Certification Applied Issued
- C. City of San Diego SPD, MND (Project #391556), MND SCH # 2016011054. Applied Issued
- D. Unknown whether local, state, or federal permit is needed for the project. (Check each box that applies)

Continued on additional page(s)

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?	
<input checked="" type="checkbox"/> Yes (Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each) <input type="checkbox"/> No (Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared)	
<input type="checkbox"/> Notice of Exemption <input type="checkbox"/> Initial Study <input type="checkbox"/> Negative Declaration <input type="checkbox"/> THP/ NTMP	<input checked="" type="checkbox"/> Mitigated Negative Declaration <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Notice of Determination (Enclose) <input type="checkbox"/> Mitigation, Monitoring, Reporting Plan <input type="checkbox"/> NEPA document (type): _____ <input type="checkbox"/> CESA document (type): _____ <input type="checkbox"/> ESA document (type): _____
B. State Clearinghouse Number (if applicable)	2016011054
C. Has a CEQA lead agency been determined?	<input checked="" type="checkbox"/> Yes (Complete boxes D, E, and F) <input type="checkbox"/> No (Skip to box 14.G)
D. CEQA Lead Agency	City of San Diego
E. Contact Person	Mark Burnette
F. Telephone Number	619-446-5379
G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.	
Not applicable.	
<input type="checkbox"/> Continued on additional page(s)	
H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?	
<input checked="" type="checkbox"/> Yes (Enclose proof of payment) <input type="checkbox"/> No (Briefly explain below the reason a filing fee has not been paid)	
<i>Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.</i>	

15. SITE INSPECTION

Check one box only.
<input type="checkbox"/> In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.
<input checked="" type="checkbox"/> I request the Department to first contact (insert name) <u>Rex Narvaez</u> at (insert telephone number) <u>619-235-1955</u> to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

16. DIGITAL FORMAT

Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

Yes (Please enclose the information via digital media with the completed notification form)

No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.



Signature of Applicant or Applicant's Authorized Representative

May 9, 2016

Date

Rex Narvaez

Print Name

ATTACHMENT F
INTENTIONALLY LEFT BLANK

ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **New Century Construction**, herein called "Contractor" for construction of **Langmuir Street Storm Drain Replacement**; Bid No. **L-17-1312-DBB-2**; in the amount of **Three Hundred Seventy Thousand Nine Hundred Thirty Dollars 00/100 (\$370,930.00)**, which is comprised of the Base Bid plus/minus Additive/Deductive Alternates .

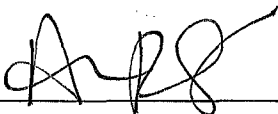
IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

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) Long-Term Revegetation Maintenance Contract.
 - (e) That certain documents entitled **Langmuir Street Storm Drain Replacement**, on file in the office of the Public Works Department as Document No. **B-12091**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Langmuir Street Storm Drain Replacement**, Bid Number **L-17-1312-DBB-2**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - N/A or Municipal Code 900.900 authorizing such execution.

THE CITY OF SAN DIEGO

By 

Print Name: Antoinette Sanfilippo

Date: 10/06/17

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

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

Date: 10/10/17

CONTRACTOR

By 

Print Name: Lee P. Shellberg, II

Title: President

Date: 5-2-17

City of San Diego License No.: B1999008488

State Contractor's License No.: 614517

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000008527

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

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICAN 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 American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value 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.

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:

(Name of Project)

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

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

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

Dated this _____ DAY OF _____, _____.

Contractor by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions

B. CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

Bids will not be accepted until ALL forms are submitted as part of the bid submittal

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That New Century Construction, Inc. as Principal, and
SureTec 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

Landmuir Street Storm Drain Replacement

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.

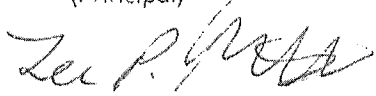
SIGNED AND SEALED, this 12th day of April, 2017

New Century Construction, Inc. (SEAL)

SureTec Insurance Company (SEAL)

(Principal)

(Surety)

By: 

By: 

(Signature)

Dwight Reilly, Attorney-in-Fact
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

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 Orange

On April 12, 2017 before me, Karen L. Ritto, Notary Public
(insert name and title of the officer)

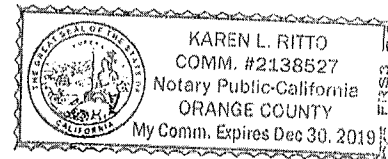
personally appeared Dwight Reilly
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~
his/~~her/their~~ authorized capacity(x), and that by his/~~her/their~~ signature(x) on the instrument the
person(x), or the entity upon behalf of which the person(x) 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 
Karen L. Ritto

(Seal)



POA #: 510023

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 9/10/2020 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 16th day of January, A.D. 2017.

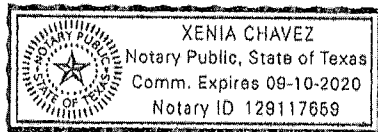
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

On this 16th day of January, A.D. 2017 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Xenia Chavez, Notary Public
My commission expires September 10, 2020

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of April, 2017, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 510023
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

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

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

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

Contractor Name: _____

Certified By _____ Title _____

Name

Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

City of San Diego

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633

ADDENDUM "A"



FOR

LANGMUIR STREET STORM DRAIN REPLACEMENT

BID NO.: _____ L-17-1312-DBB-2
SAP NO. (WBS/IO/CC): _____ B-12091
CLIENT DEPARTMENT: _____ 2116
COUNCIL DISTRICT: _____ 7
PROJECT TYPE: _____ CA

BID DUE DATE:

**1:30 PM
APRIL 19, 2017
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101**

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. Can our subcontractor's C-27 license be used to meet the license requirement in combination with ours?

A1. Yes.

C. CLARIFICATION

1. The C-27 license requirement listed in the Notice Inviting Bids and in Attachment A may be met by a subcontractor as specified in Appendix G - "Long-Term Revegetation Maintenance Agreement", Section 1.5 "License".

D. NOTICE INVITING BIDS

1. To the Notice Inviting Bids, page 4, Section 6, License Requirement, **DELETE** in its entirety and **SUBSTITUTE** with the following:

6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classifications are required for this contract: **A OR C34 OR C42.**

E. ATTACHMENT

1. To Attachment A, Scope of Work, page 21, Section 4, Sub-section 4.2., **DELETE** in its entirety and **SUBSTITUTE** with the following:

4.2. The City has determined that the following licensing classifications are required for this contract:

Option	Classifications
1	CLASS A
2	CLASS C34
3	CLASS C42

James Nagelvoort, Director
Public Works Department

Dated: *March 27, 2017*
San Diego, California

JN/RWB/egz

Bid Results

Bidder Details

Vendor Name New Century Construction, Inc.
Address 9119 Emerald Grove Ave.
 Lakeside, CA 92040
 United States

Respondee Lee P. Shellberg, II
Respondee Title President
Phone 619-390-3300 Ext.
Email newcenturyconstruction@yahoo.com

Vendor Type CAU,MALE,ELBE,PQUAL,CADIR,SDB,Local
License # 614517
CADIR 1000008527

Bid Detail

Bid Format Electronic
Submitted April 19, 2017 1:21:16 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 103540
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certifications signed	Langmuir Street_Contractors Certification04192017.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Bid Bond	Langmuir Street_Bid Bond04192017.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment	Reference
	Main Bid						
1	Bonds (Payment and Performance)						
	524126	LS	1	\$6,000.00	\$6,000.00		2-4.1
2	Archaeological and Native American Monitoring Program						
	541690	LF	242	\$85.00	\$20,570.00		6-3.2.2.1
3	Archaeological and Native American Mitigation and Curation (EOC Type I)						
	541690	AL	1	\$10,000.00	\$10,000.00		6-3.2.4.1
4	Suspension of Work - Resources						
	541690	DAYS	5	\$500.00	\$2,500.00		6-3.2.2.1 or 6-3.2.3.1

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment	Reference
5	WPCP Development						
	541330	LS	1	\$1,500.00	\$1,500.00		7-8.6.4.2
6	WPCP Implementation						
	237990	LS	1	\$5,000.00	\$5,000.00		7-8.6.4.2
7	Video Recording of Existing Conditions						
	237110	LS	1	\$700.00	\$700.00		7-9.1.1
8	Mobilization						
	237110	LS	1	\$5,000.00	\$5,000.00		9-3.4.1
9	Field Orders (EOC Type II)						
		AL	1	\$16,000.00	\$16,000.00		
10	Clearing and Grubbing						
	238910	LS	1	\$15,000.00	\$15,000.00		300-1.4
11	Tree Removal & Disposal						
	238910	EA	4	\$2,500.00	\$10,000.00		300-1.4
12	Cutoff Wall (Per SDS-115)						
	237110	EA	4	\$2,500.00	\$10,000.00		303-1.11
13	10' Curb Inlet Type B-2, Per SDD-116						
	237110	EA	1	\$9,500.00	\$9,500.00		303-1.11
14	Catch Basin Type I, Per D-29						
	237110	EA	1	\$6,500.00	\$6,500.00		303-1.11
15	Storm Drain Clean Out (Type A4, Per D-09)						
	237110	EA	3	\$5,000.00	\$15,000.00		303-1.11
16	Concrete Energy Dissipator, SDD 105 Per Sheets 37700-02-D and 37700-03-D						
	237110	EA	2	\$20,000.00	\$40,000.00		303-1.11
17	Additional Curb and Gutter Removal and Replacement						
	237310	LF	11	\$100.00	\$1,100.00		303-5.9
18	Additional Sidewalk Removal and Replacement						
	237310	SF	50	\$25.00	\$1,250.00		303-5.9
19	Cross Gutter, SDG-157 Per Sheet 37700-02-D						
	237310	SF	150	\$20.00	\$3,000.00		303-5.9
20	Concrete Driveway (Contiguous)						
	237310	SF	140	\$11.00	\$1,540.00		303-5.9

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment	Reference
21	Concrete Driveway (Non-Contiguous)						
	237310	SF	320	\$11.00	\$3,520.00		303-5.9
22	Demolition and Disposal of Headwall						
	237110	EA	1	\$3,500.00	\$3,500.00		306-3.3.3
23	Abandon and Fill Existing 24-inch Corrugated Metal Pipe Outside of Trench Limit per Sheet 37700-02-D						
	237110	LF	100	\$100.00	\$10,000.00		306-3.3.3
24	Storm Drain (24 Inch, 3000-D, RCP)						
	237110	LF	107	\$240.00	\$25,680.00		306-15.1
25	Storm Drain with Water Tight Joints (18 Inch, 2000-D, RCP)						
	237110	LF	100	\$300.00	\$30,000.00		306-15.1
26	Storm Drain with Water Tight Joints (24 Inch, 2000-D, RCP)						
	237110	LF	35	\$220.00	\$7,700.00		306-15.1
27	Trench Shoring						
	237110	LS	1	\$8,500.00	\$8,500.00		306-15.2
28	Meter Box (SDG-137) with Meter Box Lid (SDG-136)						
	237110	EA	2	\$350.00	\$700.00		306-15.2
29	Imported Backfill For Trench						
	237110	TON	150	\$65.00	\$9,750.00		306-15.12
30	Video Inspection of Pipelines and Culverts for Acceptance						
	237110	LF	242	\$10.00	\$2,420.00		306-18.7
31	Traffic Control						
	237310	LS	1	\$8,000.00	\$8,000.00		601-6
32	Construction Fencing and Access Route						
	237310	LS	1	\$5,000.00	\$5,000.00		802-5
33	Revegetation and Erosion Control						
	561730	LS	1	\$25,000.00	\$25,000.00		802-5
34	Biological Monitoring and Reporting						
	541330	LS	1	\$40,000.00	\$40,000.00		802-5
35	25-Month Revegetation Maintenance and Monitoring Program						
	541330	LS	1	\$11,000.00	\$11,000.00		802-5
				Subtotal	\$370,930.00		
				Total	\$370,930.00		

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
ECORP Consulting, Inc. 2525 Warren Drive Rocklin, CA 95677 United States	Archeological Monitoring Biological Monitoring 25 month Revegetation	n/a PlanetBids, Inc.	1000012875	\$66,375.26	CADIR