

# City of San Diego

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

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

**TELEPHONE NO.:** 760-941-7130

**FAX NO.:**

**CITY CONTACT:** Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

Phone No. (619) 533-3426

J. Sherzai / M. Jirjis Nakasha / K. Ranshaw

## BIDDING DOCUMENTS



**FOR**

## TECOLOTE CANYON TRUNK SEWER IMPROVEMENT & GOLF COURSE WATER CONNECTION

BID NO.: \_\_\_\_\_ **K-24-2217-DBB-3-C**

SAP NO. (WBS/IO/CC): \_\_\_\_\_ **S-15020, B-15203**

CLIENT DEPARTMENT: \_\_\_\_\_ **2000**

COUNCIL DISTRICT: \_\_\_\_\_ **2, 6, 7**

PROJECT TYPE: \_\_\_\_\_ **JB, KA**

**THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- ELIGIBLE FOR JOINT VENTURE PREQUALIFICATION STATUS (see Instructions to Bidders)
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP

**THIS CONTRACT MAY BE SUBJECT TO THE FOLLOWING:**

- PHASED-FUNDING

**BID DUE DATE:**

**2:00 PM**


**FEBRUARY 20, 2024**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**ENGINEER OF WORK**

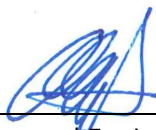
The engineering Specifications and Special Provisions contained herein have been prepared by or under the direction of the following Registered Engineers:

  
\_\_\_\_\_  
1) For City Engineer

11/29/23  
\_\_\_\_\_  
Date

Seal:



  
\_\_\_\_\_  
2) Registered Engineer

11/29/2023  
\_\_\_\_\_  
Date

Seal:



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## REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

The Bidder's attention is directed to the City's Municipal Code §22.0807(d)(2) for important information regarding grounds for debarment for failure to submit required documentation.

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

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

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

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

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **TECOLOTE CANYON TRUNK SEWER IMPROVEMENT & GOLF COURSE WATER CONNECTION** For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$40,100,000**.
4. **BID DUE DATE AND TIME ARE: February 20, 2024 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications **A or C34 or C42**
  - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Appendix H - 25 Month Long Term Maintenance and Monitoring Agreement and Appendix I - 60 Month Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **BUSINESS COOPERATION TAX PROGRAM:**

You must exercise your right to obtain a California State of Board of Equalization (BOE) sub-permit for the jobsite and allocate all eligible Bradley-Burns Uniform Local Sales and Use Tax (Use Tax) to the City. In addition, you will ensure that all eligible subcontractors will exercise their right to obtain this BOE sub-submit and allocate all eligible Use Tax to the City. The City will not issue a notice to proceed unless you and your eligible subcontractors have obtained this sub-permit from the BOE. More information on obtaining this permit can be found by contacting the local BOE office.
8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
  - 8.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:
    1. SLBE participation **8.7%**
    2. ELBE participation **13.6%**
    3. Total mandatory participation **22.3%**

- 8.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
- 8.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
  - 8.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
  - 8.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

**9. PRE-BID MEETING:**

**9.1. ENCOURAGED ONLINE PRE-BID MEETING:**

Prospective Bidders are **Encouraged** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Wednesday, January 10, 2024**, at **11:30 AM** (PDT) at:

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 213 649 039 890

Passcode: uU5KPx

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 945-468-5511,,711252529#](#) United States, Dallas

Phone Conference ID: 711 252 529#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

- 10. PRE-BID SITE VISIT:** All those wishing to submit a bid are **encouraged** to visit the Work Site with the Engineer. The purpose of the Site visit is to acquaint Bidders with the Site conditions. To request a sign language or oral interpreter for this visit, call the Purchasing & Contracting Department, Public Works Division at (619) 533-3450 at least 5 Working Days prior to the meeting to ensure availability. The Pre-Bid Site Visit is scheduled as follows:

**Time:** 10:00 AM  
**Date:** January 16, 2024  
**Location:** Mt. Acadia Blvd and Snead Ave

**11. AWARD PROCESS:**

- 11.1.** 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.
- 11.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- 11.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 11.4.** The low Bid will be determined by the Base Bid plus all the Alternates.
- 11.5.** Once the low Bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone; or for the Base Bid plus one or more Alternates.

**12. SUBMISSION OF QUESTIONS:**

- 12.1.** The Director (or Designee) of the Purchasing & Contracting Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. Any questions related to this solicitation shall be submitted to:
- [Rriego@sandiego.gov](mailto:Rriego@sandiego.gov)
- 12.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 12.3.** 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.
- 12.4.** 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.



- 12.4.** 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.
- 13. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 "WORKERS' COMPENSATION INSURANCE" (in Contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.
- 13.1. Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix H and Appendix I.**
- 14. PHASED FUNDING:** This contract may be subject to phased funding, for Conditions, see Attachment B.
- 15. ADDITIVE/DEDUCTIVE ALTERNATES:**
- 15.1** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 15.2** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

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

**3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:**

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

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

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

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

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

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

**5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:**

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

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

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

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

**7. INSURANCE REQUIREMENTS:**

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

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

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2021	ECPI010122-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications</a>	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) <a href="https://dot.ca.gov/programs/safety-programs/camutcd">https://dot.ca.gov/programs/safety-programs/camutcd</a>	2014	ECPD081023-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

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

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

**12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.

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

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

**14. AWARD:**

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

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



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

Original Bid Bond shall be submitted to:

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

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

## 20. **AWARD OF CONTRACT OR REJECTION OF BIDS:**

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

## 21. **BID RESULTS:**

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

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

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

**22. THE CONTRACT:**

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

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

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

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

- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

**25. PRE-AWARD ACTIVITIES:**

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

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

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

**J.R. Filanc Construction Co., Inc.**, a corporation, as principal, and Travelers Casualty and Surety Company of America, 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 **Forty-Six Million One Hundred Ninety-Three Thousand Two-Hundred Forty-Seven Dollars and Eighty-Three Cents (\$46,193,247.83)** for the faithful performance of the annexed contract, and in the sum of **Forty-Six Million One Hundred Ninety-Three Thousand Two-Hundred Forty-Seven Dollars and Eighty-Three Cents (\$46,193,247.83)** for the benefit of laborers and materialmen designated below.

**Conditions:**

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

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

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

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

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

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

The Surety shall not utilize the Principal in completing the improvements and work specified in the Agreement in the event the City terminates the Principal for default.

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

**THE CITY OF SAN DIEGO**

By: [Signature]

Print Name: Matt Vespi  
Chief Financial Officer  
City of San Diego

Date: 6/25/2024

**APPROVED AS TO FORM**

Mara W. Elliott, City Attorney

By: [Signature]

Print Name: ADAM WANDER  
Deputy City Attorney

Date: 6/27/24

**CONTRACTOR**

J.R. Filanc Construction Company, Inc.

By: [Signature]

Print Name: CONOR T HESLY

Date: April 5, 2024

**SURETY**

Travelers Casualty and Surety Company of America

By: [Signature]  
Attorney-In-Fact

Print Name: Lawrence F. McMahon, Attorney-in-Fact

Date: April 2, 2024



21688 Gateway Center Drive, Diamond Bar, CA 91765  
Local Address of Surety

909-612-3675  
Local Phone Number of Surety

\$286,025.00 Premium subject to adjustment  
based on final contract price  
Premium

107936197  
Bond Number

**ACKNOWLEDGEMENT**

*STATE OF Missouri* )  
*COUNTY OF St. Louis* ) ss.

On the 5<sup>th</sup> day of April 2024, before me personally appeared  
Gregory T. Hesser to me known to be the person  
whose name is signed on the preceding or attached document, and acknowledged to me that  
he/she signed it voluntarily for its stated purpose.

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and affixed my official seal in  
the County and State aforesaid, the day and year first above written.

My term expires: March 26, 2026

Gail R. Thompson  
Notary Public

GAIL R. THOMPSON  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Louis County  
My Commission Expires: March 26, 2026  
Commission Number: 18653336

(NOTARY SEAL)

# ACKNOWLEDGMENT

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

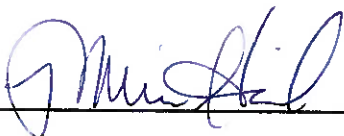
State of California  
County of San Diego

On April 2, 2024 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,  
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  (Seal)





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LAWRENCE F MCMAHON** of **SAN DIEGO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of April, 2024.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**





**SURETY BOND SEAL ADDENDUM  
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16<sup>th</sup> day of March, 2020.

**Travelers Casualty and Surety Company of America**



By:   
Robert L. Raney, Senior Vice President

## ATTACHMENTS

**ATTACHMENT A**  
**SCOPE OF WORK**

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of new 18", 21", 24", 27" and 30" PVC Sewer Main and Concrete Manholes, New 16" Water Main and Appurtenances, Rehabilitation of Existing 15" VC Sewer Main and Manholes, Abandonment and/or removal of existing sewer and water mains, access improvements, revegetation and resurfacing to existing conditions, street resurfacing and all other work shown on these plans and specifications.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **40034-01-D** through **40034-103-D**, included in below link:  
<https://drive.google.com/drive/folders/1bpvzfQoctuUkckMbLuOubjAipdOsMorV?usp=sharing>
2. **LOCATION OF WORK:** The location of the Work is as follows:  
  
See **Appendix E – Location Map**
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **686 Working Days**.

**ATTACHMENT B**  
**PHASED FUNDING PROVISIONS**

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

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

### 2. POST-AWARD

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

## PHASED FUNDING SCHEDULE AGREEMENT

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

**BID NUMBER:** K-24-2217-DBB-3-C

**CONTRACT OR TASK TITLE:** Tecolote Canyon Trunk Sewer Replacement and Golf Course Water Connection

**CONTRACTOR:** J.R. Filanc Construction Co., Inc

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Work to be completed in phase-1 shall include, Bonds payments for both water and sewer, community liaison services for both water and Sewer, payment for SWPPP development/Implementation/permit fee for both water and sewer portions of the project, sewer mobilization, videotaping of existing condition, preparation of the hazardous waste plan, traffic control plans, biological monitoring and reporting, stream crossing, rehabilitation of 6389 LF of the 15-inch sewer main and manhole included on plan sheets 30-33 and 35 of drawing number 40034-D. Also, Installation of sewer main and manhole included on the plan sheets 40034-06-D to Sta. 169+00 of plans 40034-14-D.	NTP	7/31/2025	\$18,000,000.00 (S-15020) \$215,000.00 (B-15203)-w  Total phase 1: \$18,215,000.00
2	Work to be completed in phase-2 shall include to continue installation of the remaining sewer main and manholes on sheet 40034-14-D to sheet 40034-29-D. Also, Installation of the water main within the Golf Course included on plan sheets 5 and 40 of the plan 40034. Golf Course restoration, stream crossing, street resurfacing.	8/01/2025	7/31/2026	\$18,000,000.00 (S-15020) \$1,220,445.00 (B-15203)-w  Total Phase 2: \$19,220,445.00
3	Work to be completed in phase-3 shall include to continue installation of the remaining sewer main and manholes on sheet 40034-14-D to sheet 40034-29-D. Installation of the stream crossing, revegetation, restoration, manhole access improvements, and the remaining construction activities associated with the contract & specification including work related to plan sheets 40034-01-D to 40034-103-D.	8/01/2026	NOC	\$8,757,802.83 (S-15020) \$0.00 (B-15203)-w
<b>Contract Total</b>				\$46,193,247.83

**Notes:**

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

**CITY OF SAN DIEGO**

PRINT NAME: Yoftahe Ghiliamichael  
**Construction Senior Engineer**

Signature: *Yoftahe*

Date: 5/7/2024

PRINT NAME: Rex Narvaez  
**Design Senior Engineer**

Signature: *R. Narvaez*

Date: 5/7/2024

**CONTRACTOR** Filanc

PRINT NAME: Gregory T. Hesser

Title: Manager of Alberici Constructors Holdings, LLC

Signature: *Gregory Hesser*

Date: April 25, 2024



**ATTACHMENT C**  
**EQUAL OPPORTUNITY CONTRACTING PROGRAM**

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION A - GENERAL REQUIREMENTS

#### A. INTRODUCTION.

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

#### B. GENERAL.

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

#### C. DEFINITIONS.

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

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

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

**D. CITY'S EQUAL OPPORTUNITY COMMITMENT.**

**1. Nondiscrimination in Contracting Ordinance.**

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

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

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

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

**E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.**

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

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

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

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

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

**F. SUBCONTRACTING.**

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

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

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

**G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.**

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

**H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.**

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

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



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

**I. PROMPT PAYMENT.**

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

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

**J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.**

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

**K. CERTIFICATION.**

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

**L. CONTRACT RECORDS AND REPORTS.**

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show

name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a. **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

### SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

#### **A. GENERAL.**

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

**B.**

**DEFINITIONS.**

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

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

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

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

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

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

**C. SUBCONTRACTOR PARTICIPATION.**

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

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

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

**D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.**

- 1. Contracts valued at \$1,500,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
  - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
  - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
  - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
- 2.. Contracts Valued over \$1,000,000 and under \$1,500,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
  - a) 5% bid discount for SLBE-ELBE firms.
  - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.
  - c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.



- d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
  - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
- 3. Contracts valued over \$500,000 up to \$1,000,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
  - 4. Contracts valued at \$500,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

**E. JOINT VENTURES.**

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

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

**F. MAINTAINING PARTICIPATION LEVELS.**

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

**G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.**

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

**H. GOOD FAITH EFFORT DOCUMENTATION.**

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

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

**I. SUBCONTRACTOR SUBSTITUTION.**

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

**J.                   FALSIFICATION OF SUB-AGREEMENT AND FRAUD.**

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

**K.                   RESOURCES.**

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

## PREVAILING WAGE

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

- 1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- 1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- 1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- 1.6. Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- 1.7. Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- 1.8. Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Prevailing Wage Unit at 858-627-3200.

- 1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- 1.9.1.** A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.
- 1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.
- 1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.
- 1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:



- 1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).
- 1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- 1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 1.11. above. (Labor code section 1773.3).

**ATTACHMENT E**  
**SUPPLEMENTARY SPECIAL PROVISIONS**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
  - a) General Provisions (A) for all Construction Contracts.

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

#### **1-2 TERMS AND DEFINITIONS.**

To item 47, "Holiday", ADD the following:

<b>Holiday</b>	<b>Observed On</b>
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

**Normal Working Hours** - Normal Working Hour core periods shall be **7:00 AM – 5:00 PM**, Monday through Friday, inclusive. Saturdays, Sundays, and City Holidays are excluded. Normal Working Hours on Roadways are defined as 8:30 AM - 3:30 PM. Task Order Normal Working hours shall be defined in the Task or the Traffic Control Permits.

### **SECTION 2 - SCOPE OF THE WORK**

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

2. The City will obtain, at no cost to you, the following permits:
  - a) U.S Army Corp of Engineers- Nationwide Permit Verification
  - b) California Department of Fish and Wildlife- Streambed Alteration Agreement
  - c) California Regional Water Quality Control Board
  - d) Site Development Permit
3. The above permits are at the below link:

<https://drive.google.com/drive/folders/1NjMFeDBoyDIEjmBejLamGBM7D3XeK3I?usp=sharing>

**2-5.2.1 Water for Construction Purposes.** To the "WHITEBOOK", ADD the following.

4. Contractor shall provide an adequate water supply suitable for construction purposes and revegetation maintenance and irrigation. Contractor shall provide and operate all pipelines, valves, storage, pumping facilities and all other equipment necessary for the adequate development and operation of the water supply required for construction of the Tecolote Trunk Sewer. The Contractor shall bear all the cost for connections, materials, pipelines, including excavation, temporary paving, resurfacing, monitoring, traffic control, and maintaining water supply and service for the construction of the Tecolote Trunk Sewer Improvement and Golf Course Water Connection.

Before final acceptance of the project, all temporary connections and piping installed by the Contractor shall be entirely removed and affected improvements shall be restored to their original condition or better.

For the contractor's convenience, Fire Hydrants have been identified in Exhibit G. The contractor is solely responsible for identifying fire hydrant locations and supplying adequate water for construction.

**2-10 DISPUTED WORK.** To the "GREENBOOK" and "WHITEBOOK", DELETE all sections in their entirety and SUBSTITUTE with the following:

**2-10 DISPUTED WORK.**

1. If you and the City are unable to reach agreement, the Resident Engineer may direct you to proceed with the Disputed Work. Payment shall be as later determined by 7-3, 7-4, mediation or arbitration, as agreed by you and the City, or as fixed in a court of law.
2. Although not to be construed as proceeding under 7-4, you shall keep and furnish records of Disputed Work to the Resident Engineer in accordance with 7-4.

**2-10.2 Dispute Resolution Process.** To the WHITEBOOK, DELETE in its entirety and SUBSITUTE with the following:

1. A mandatory Dispute Resolution Board process shall be established in accordance with 2-10.2.1, "Dispute Resolution Board (DRB)" prior to the mandatory mediation as described in 2-10.2.2, "Mandatory Non-binding Mediation".

**2-10.2.1 Dispute Resolution Board (DRB).**

1. The DRB is a 3-member board that you and the City establish prior to beginning work.

**2-10.2.1.1 DRB Member Selection.**

Within 45 Working Days of Contract approval, you and the City shall select DRB members and establish the DRB using the following procedure:

1. You and the City each nominates a DRB member candidate who is on the City's approved list. For the list of approved member candidates, go to the City's Division of Construction website.

2. If you or the City nominates someone who is not on that list, the candidate shall:
  - a) Be knowledgeable in the type of construction and contract documents anticipated by the Contract.
  - b) Have completed training by the Dispute Resolution Board Foundation.
  - c) Have no prior direct involvement on this Contract.
  - d) Have no financial interest in the Contract or with the parties, subcontractors, suppliers, consultants, or associated legal or business services within 6 months before award and during the Contract, except for payments for City DRA or DRB services, or payments for retirement or pensions from either party not tied to, dependent on, or affected by the net worth of the party.
3. You and the City shall request a disclosure statement from each nominated DRB member candidate and must each furnish it to the other party. The statement shall include:
  - a) Resume of the candidate's experience.
  - b) Declaration statement that describes past, present, anticipated, and planned professional or personal relationships with each of the following:
    - i. Parties involved in the Contract
    - ii. Parties' principals
    - iii. Parties' counsel
    - iv. Associated subcontractors and suppliers
4. You and the City are allowed:
  - a) One-time objection to the other's candidate without stating a reason.
  - b) Objection to any of the other's subsequent candidates based on a specific breach of the candidate's responsibilities or qualifications under items 1 and 3 of this section.

If you or the City objects to the other's candidate, the party whose candidate was objected to must nominate another DRB candidate within 15 Working Days.
5. The 1st candidate from a party that receives no objection becomes that party's DRB member.
6. You and the City each provide written notification to your selected DRB member.
7. Within 15 Working Days of their notifications, the selected DRB members recommend to you and the City the 3rd DRB member candidate and provide that candidate's disclosure statement.

8. Within 15 Working Days of the recommendation, you and the City must each notify the first 2 DRB members whether you approve or disapprove of the recommended 3rd DRB member candidate.
9. If the 2 DRB members cannot agree on the 3rd DRB candidate, they will submit a list of candidates to you and the City for final selection and approval.
10. If the 2 DRB members do not recommend a 3rd DRB candidate within 15 Working Days of notification of their selections, or if you and the City do not agree on the 3rd DRB member candidate within 15 Working Days of the recommendation, or if you and the City do not agree on any of the candidates on the list provided by the first 2 selected DRB members, you and the City each must select 3 candidates from the current list of arbitrators certified by the Public Works Contract Arbitration Committee established by Pub Cont Code § 10245 et seq. who will be willing to serve as a DRB member. The first 2 selected DRB members must select the 3rd member in a blind draw of these 6 candidates.
11. The 3 DRB members then decide which of the three will act as the DRB chairman. If you and the City do not agree with the selected chairman, the 3rd member will act as the DRB chairman.

#### **2-10.2.1.2 DRB Member Replacement.**

1. The service of a DRB member may end at any time with a notice of at least 15 Working Days if any of the following occurs:
  - a) A member resigns
  - b) The City replaces its selected member
  - c) You replace your selected member
  - d) The City's and your selected members replace the 3rd member
2. Either you or the City replace any member for failing to comply with the required employment or financial disclosure conditions of DRB membership as described in the Contract and in the Dispute Resolution Board Agreement form.
3. Replacing any DRB member shall be accomplished by written notification to the DRB and the other party with substantiation for replacing the member.
4. A replacement DRB member is selected the same way as the original DRB member. Selecting a replacement must start upon determination of the need for a replacement and must be completed within 15 Working Days. The Dispute Resolution Board Agreement form shall be amended to reflect the change to the DRB.

#### **2-10.2.1.3 DRB Progress Meetings.**

1. You and the City shall periodically meet with the DRB and visit the job site so the DRB members can keep abreast of construction activities and develop familiarity with the work in progress.

2. The progress meetings shall occur at the start of the project and at least once every 4 months after that.
3. Both parties shall attend each progress meeting.
4. You and the City may agree to waive scheduled progress meetings when the only work remaining is plant establishment.

**2-10.2.1.4 DRB Traditional Dispute Meeting.**

1. If you disagree with the City's Final Determination, notify the Engineer and DRB in writing of your objection within 15 Working Days after receipt of the determination.
2. A DRB dispute meeting shall be held no sooner than 30 Calendar Days and no later than 60 Calendar Days after the DRB receives your written notice unless you and the City otherwise agree.
3. At least 15 Calendar Days before the scheduled dispute meeting, each party shall furnish the DRB documentation that supports its position and any additional information requested by the DRB.
4. If the DRB requests additional information within 10 Calendar Days after the dispute meeting, the party receiving the request shall furnish this information within 10 Calendar Days of receiving the request.
5. The DRB shall provide a written recommendation report within 30 Calendar Days of the dispute meeting unless you and the City agree to allow more time.
6. Within 10 Calendar Days of receiving the DRB's recommendation report, either you or the City may request clarification of any part of the report. Only one request for clarification from each party is allowed per dispute.
7. Within 30 Calendar Days after receiving the DRB's recommendation, each party shall furnish a written response to the DRB indicating acceptance or rejection of the recommendation. If a party rejects the recommendation and has new information that supports its position, the party may request reconsideration. The reconsideration request shall be made within 30 Calendar Days after receiving the DRB's recommendation. Only one request for reconsideration from each party is allowed per dispute.
8. If you reject the DRB's recommendation, notify the Resident Engineer and DRB in writing of your objection within 15 Working Days after receipt of the DRB's recommendation and file a "Request for Mediation" in accordance with 2-10.2.2, "Mandatory Non-binding Mediation".

**2-10.2.2 Mandatory Non-binding Mediation.**

1. If a dispute arises out of or relates to the Contract, or the breach thereof, and if said dispute cannot be settled through contract provisions provided for the Dispute Resolution Board process, claim settlement, or negotiations, the parties agree to first endeavor to settle the dispute in an amicable manner, using mandatory mediation under the Construction Industry Mediation Rules

of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.

**2-10.2.2.1 Mandatory Mediation Costs.**

1. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator shall be borne equally by the parties.

**2-10.2.2.2 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. 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.
3. 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.
4. 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.

**2-10.2.2.3 Conduct of Mediation Sessions.**

1. Mediation hearings shall be conducted in an informal manner and discovery shall not be allowed.
2. Discussions, statements, and/or admissions shall be confidential to the proceedings and shall not be used for any other purpose as it relates to the party's legal position. The parties may agree to exchange any information they deem necessary.
3. Both parties shall have an authorized representative attend the mediation. Each representative shall have the authority to recommend entering into a settlement. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notifications of whether attorney(s) shall be present.
4. Any resulting agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding"



and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon in writing by both parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

**2-10.2.3 Payment.**

1. Pay each DRB member \$2,000 per day for DRB's participation at each on-site meeting.

On-site meetings include:

- a) Initial project meeting
  - b) Scheduled progress meetings for a project with a DRB
  - c) Dispute meetings
2. This payment includes full compensation for on-site time, travel expenses, transportation, lodging, travel time, and incidentals for each day or portion thereof that the DRB member is at a DRB meeting.
  3. Before a DRB member spends any time reviewing plans and specifications, evaluating positions, preparing recommendations, or performs any other off-site DRB-related tasks, you and the City shall agree to pay for the tasks. Pay the DRB member \$200 per hour for these tasks. This payment includes full compensation for incidentals such as expenses for telephone, fax, and computer services.
  4. The City shall reimburse you for 1/2 of the invoiced costs to the DRB and 1/2 of the costs of any technical services agreed to. Submit a change order bill and associated invoices with the original supporting documents in the form of a canceled check or bank statement to receive reimbursement. Do not add mark-ups to the change order bill.
  5. The City will not pay for any DRB-related work performed after Contract acceptance.
  6. The City will not pay your cost of preparing for and attending a dispute resolution meeting.
  7. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by each DRB member, and technical services.

DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their preapproved participation in authorized meetings. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the CITY and the CONTRACTOR.

**SECTION 3 – CONTROL OF THE WORK**

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

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

**3-8 SUBMITTALS.**

**3-8.2 Working Drawings.** To the “WHITEBOOK”,TABLE 3-8.2, ADD the following:

<b>Item</b>	<b>Section No.</b>	<b>Title</b>	<b>Subject</b>
18	301-7	Articulating Concrete Block System	Stream Crossings
19	304-5	Prefabricated Bridge	Stream Crossings
20	500-1	Pipeline Rehabilitation	Sewer Pipe Rehab
21	500-2	Manhole and Structure Rehabilitation	Sewer MH Rehab

**3-8.3 Shop Drawings.** To the “GREENBOOK”, TABLE 3-8.3, ADD the following:

<b>Item</b>	<b>Section No.</b>	<b>Title</b>	<b>Subject</b>
5	3-16.2	Submittals	Connection/Tie-in to Existing Sewer System
6	201-10	Shop Drawings	Manholes
7	207-17	Shop Drawings	PVC Gravity Pipe
8	209-2	Shop Drawings	Steel Pipe and Fittings
9	301-7	Shop Drawings	Articulating Concrete Block System
10	304-5	Shop Drawings	Prefabricated Bridge

Item	Section No.	Title	Subject
11	500-1	Shop Drawings	Pipeline Rehabilitation
12	500-2	Shop Drawings	Manhole Rehabilitation
13	901-2	Submittals	Water System Connection and Cut and Plug
14	802-2.2.2	Shop Drawings	Temporary Access Bridge
15	33 12 15	Shop Drawings	Triple Offset Metal Seated BFV

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

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

**3-8.7 Contractor’s Quality Control Plan (QCP).** To the “WHITEBOOK”, ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Contractor’s Daily Quality Control Inspection Report**.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Biological Technical Report dated May 2021 by Helix Environmental Planning, Inc.
  - b) Addendum Geotechnical Investigation Sewer Line Replacement, Tecolote Canyon Sewer Main dated April 29, 2020 by Terracosta Consulting Group.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1RH7tslxuZ7Udd8-edaFo04-bKNLqITU9?usp=sharing>

**3-10**            **SURVEYING.** To the "GREENBOOK" and "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

**3-10**            **SURVEYING (DESIGN-BID-BUILD).**

**3-10.1**        **General.**

1.        You shall provide all required site layout and general grade checking work not specified in 3-10.2, "Survey Services Provided by City".
2.        Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

**3-10.2**        **Survey Services Provided by City.**

1.        Unless otherwise noted, monument perpetuation, including mark-outs, will be performed by the City. Coordination of these services will be your duty, through the Resident Engineer. If, at any time, an existing survey monument is, or will be, destroyed or disturbed during the course of construction you shall notify the Resident Engineer so that the monument is preserved or perpetuated in accordance with state law.
2.        The following surveying services, as defined in Cal. Bus. & Prof. Code §8726, shall be provided by the City:
  - a)        Locating or establishing a minimum of 4 project geodetic survey control points that provide horizontal and vertical reference values for site feature and structure layout reference locations.
  - b)        Locating, establishing, or reestablishing project site boundary lines, survey monuments, right-of-way lines, or easement lines.
  - c)        Locating or establishing building design structure locations (building corners or envelope limits) sufficient for structure construction.

**3-10.3**        **Payment.**

1.        The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

**3-12**            **WORK SITE MAINTENANCE.**

**3-12.6.4**      **Dewatering.** To the "GREENBOOK", ADD the Following:

**3-12.7**        **Drinking Water Discharges Requirements.** To the "WHITEBOOK", ADD the following:

1.        You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix V - Monthly Drinking Water Discharge Monitoring Form.**

**3-12.8.3**      **Equipment.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4.        The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the

dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix T- Standard Drawings**.

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

2. The list of Separate Contractors includes:
  - a) Sewer Group 836

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Tecolote Canyon. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) Sewer Group 836, Sabeen Cochinwala, Project Engineer, Phone number: 619-533-4661.
3. The contractor shall coordinate all Work for the Tecolote Canyon Trunk Sewer Improvements & Golf Course Water Connection under the Contract to meet the Contract TIME OF COMPLETION, Section 6-3, including but not limited to, the following components:
  - a) General construction coordination.
  - b) Maintain Work within Construction Limits of Work **Appendix O**.
  - c) Work required by City Forces.
  - d) Work required by Utility Companies and Utility Company Contractors.
  - e) Sewer connections/tie-ins to existing system, cut and plugs, and Sewage Bypassing per Section 3-12.5.2.
  - f) Water Shutdown and Connections to the Existing System per Section 901-2.
  - g) Dewatering Operations and Trench Shoring.
  - h) Schedule and Coordinate work within Golf Course.
  - i) City of San Diego Park and Recreation Department Trail and Path Access Closures.
  - j) Biological, Revegetation, and Permit Requirements.
  - k) Environmental Mitigation and Restrictions.
  - l) Access Path Widening and Improvements.

- m) Stream Crossing and Bridge Improvements.
  - n) Traffic Control.
  - o) Storm Water Pollution Prevention Plan (SWPPP) preparation and implementation
4. The contactor shall take all precautions necessary to assure that no damage or unscheduled shutdowns occur to any facilities, including existing water and sewer facilities, utilities, traffic signals, and roads, that are to remain in operation and are not to be modified or replaced.
  5. Regarding connections to existing buried piping and facilities at or adjacent to the work, it shall be the responsibility of the contractor to uncover and verify their locations, elevations, materials, and dimensions prior to beginning construction or fabrication of any new materials or facilities that are dependent on the location of existing facilities.
  6. Contractor shall coordinate construction operations to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included in the plans and specifications that are dependent on each other for proper installation, connection, and operation.
    - a) Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
    - b) Coordinate installation of different components to assure accessibility within existing access path and contractor limits of work for required tunneling operations, bypass pumping, sewer installation, maintenance, and service, and repair for work within the south, central and north portions of the Tecolote Trunk Sewer.
    - c) Make provisions to accommodate items scheduled for later installation.
    - d) Conduct Biological surveys as required by project plans and specifications. If required, implement mitigation measures.
  7. Staff Names: Within 15 working days of Notice to Proceed, submit a list of the contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers, and email addresses.

**ADD:  
3-16.1**

**Sewer System Tie-ins and Cut and Plugs**

- A. Any proposed sewer system connection/tie-in must be indicated on the Cost Loaded Construction Schedule to be submitted in accordance with Section 6-1.1 Construction Schedule.
- B. The Work will require coordination of sewer connections, tie-ins, and cut and plugs to the existing sewer conveyance system. Connections and Sewage

Bypass shall be coordinated to assure minimum disruption to the normal operations of the existing facilities. The following requirements shall apply:

1. Sewer connections to the existing conveyance system will be coordinated with the Engineer with a minimum of 30 calendar days advance notice prior to commencement of construction that will impact the existing facilities and/or system.
  2. Sewage Bypass and Pumping Plan shall be reviewed and approved by the Wastewater Collection Division of the City before flow can be diverted. No deviation from the approved Sewage Bypass and Pumping Plan shall be allowed without prior approval from the Engineer.
  3. The contractor shall have this portion of the Work well planned and carefully coordinated. The contractor shall complete the connection(s) successfully in the shortest practicable time.
  4. The contractor shall be fully mobilized with all materials, equipment, and labor force at hand before the shutdown shall commence, making each connection immediately upon completion of the shutdown, and shall expeditiously prosecute the work without interruption until the connection is complete.
  5. Connections to sewer system after normal working hours shall be coordinated with the Engineer. The City reserves the right to select the hours of the day, and the day of the week, on which it will make the sewer system connection.
  6. Contractor shall locate and confirm vertical and horizontal locations, size, condition, materials, types of fittings and joints of existing sewer mains to which connections are to be made.
- C. The contractor shall compile a detailed list of all items of Work which must be accomplished during any connection/tie-into the existing sewer system. The contractor shall coordinate his work to minimize the required time for connection to the existing sewer system accomplishing as many tasks as is possible during each connection or shutdown period. The contractor shall submit this list of items of Work to the Engineer for review as a part of the construction schedule. The schedule shall indicate all periods and the duration of each proposed connection, and the items of Work to be accomplished. The written request shall include a complete detailed plan of the contractors proposed activities.

### **3-16.2**

#### **Submittals.**

- A. Connection Drawings and Work Plan: Connection shop drawings and work plan and other descriptive material shall adequately describe procedures to be used, materials to be furnished, plugs, any related pipeline appurtenances, trench shoring, dewatering, traffic control, and reconnection. Indicate required installation sequences. Contractor shall coordinate and submit Sewer Bypass plan per Section 3-12.5.2. Comply with requirements contained in Section 3-8.3 Shop Drawings.

**3-16.3 Utility Coordination.**

- A. Existing Facilities and Relocation
  - 1. The Contractor shall not interrupt the service and function or disturb the support of any utility owner or direction from the Engineer. The contractor shall protect existing utilities in accordance to Section 402 of the GREENBOOK/WHITEBOOK.
  - 2. The Contractor shall maintain required clearances from Utility Company facilities during the course of the Work.
  - 3. Contractor shall coordinate and contact SDG&E for the alteration, or relocation or reconstruction of the electrical SDG&E facilities between Stations 169+00 and 170+00 to avoid interference with the work and project delays. Contractor shall coordinate and contact the telephone company for the alteration, or relocation of the telephone facilities on Balboa Avenue, approximate station 285+70 to avoid interference with the work and project delays
  - 4. Support or relocation of existing Utility Company facilities to accommodate Contractor’s means and methods of conducting the Work shall be coordinated directly with the Utility Company, and at no additional cost to the City.
  - 5. Work to be performed by the contractor for the Utility Company shall be done in accordance with the Utility Company requirements, and at no additional cost to the City.

**3-16.4 Payment.**

- 1. The Work for Coordination shall be included in the Contract Price under each Bid item. No other compensation will be allowed.
- 2. The Work for Sewer System Tie-ins, Cut and Plugs, connections, and all required coordination, material, labor, tools, connection drawings and work plan, coordination with City, scheduling and scheduling impacts, and incidentals shall be included in the Contract Price in the various Bid Items.
- 3. The Work for Utility Coordination, alteration or relocation shall be included in the Contract Price in the various Bid Items. Support or relocation of existing Utility Company facilities to accommodate Contractor’s means and methods of conducting the Work shall be coordinated directly with the Utility Company, and at no additional cost to the City.

**SECTION 4 - CONTROL OF MATERIALS**

**4-3.4 Specialty Inspection Paid for by the Contractor.** To the “WHITEBOOK”, ADD the following:

- 2. The specialty inspections required are listed as follows:
  - a) Welding Inspection



**4-6 TRADE NAMES.** To the “WHITEBOOK”, ADD the following:

11. You shall submit your list of proposed substitutions for an “equal” item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City’s Product Submittal Form available at:

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

#### **SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES**

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

**5-4 INSURANCE.**

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

**5-4.1 Policies and Procedures.**

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**5-4.2 Types of Insurance.**

**5-4.2.1 General Liability Insurance.**

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

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

**5-4.2.2 Commercial Automobile Liability Insurance.**

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

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

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers' compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.
4. Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City

**5-4.2.4 Contractors Pollution Liability Insurance.**

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

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

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

2. You shall ensure the following:
  - a) The policy retroactive date is on or before the date of commencement of the Project.
  - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing, and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

**5-4.3.1 Non-Admitted Carriers.** The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

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

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

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

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

- I. Ongoing operations performed by you or on your behalf,
- II. your products,

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

**5-4.5.1.2 Primary and Non-Contributory Coverage.** The policy shall be endorsed to provide that the coverage with respect to operations, including the completed operations, if appropriate, of the Named Insured is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives. Further, it shall provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

**5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 Waiver of Subrogation.** The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

**5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters.** In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

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

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

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

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

**5-4.6 Deductibles and Self-Insured Retentions.** You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**5-4.7 Reservation of Rights.** The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit, or any other markup, for the cost of additional premium for any coverage requested by the Engineer, but not required by this Contract.

**5-4.8 Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

**5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".
3. The exclusive community liaison shall develop and maintain a project webpage to inform the community and key stake holder of the project progress and shall update the webpage weekly.

**ADD:**

**5-10.3.2 Weekly Updates Recipients.**

1. Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Rex Narvaez, Senior Engineer, [RNarvaez@sandiego.gov](mailto:RNarvaez@sandiego.gov)

Jamal Sherzai Project Manager, [JSherzai.i@sandiego.gov](mailto:JSherzai.i@sandiego.gov)

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

- 6-1.1 Construction Schedule.** To the "WHITEBOOK", ADD the following:
3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
  4. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".
- 6-1.3 Work Outside Normal Working Hours.** To the "WHITEBOOK", ADD the following:
4. All work on Snead Avenue, Mt Acadia, and Balboa Avenue, shall be performed between the hours at 9:30 PM and 5:30AM. Work outside normal working hours/night work is also permitted for continuous tunnel operations, continuous bypass pumping, and connections to existing sewer facilities under low flow conditions. Requests for Night-time work shall be pre-approved by the Engineer.
  5. All lighting required for night work will be directed at the work area. Light shielding shall be provided to avoid lighting the habitat area outside the work area.
- 6-1.3.1 Payment.** To the "WHITEBOOK", ADD the following:
2. The payment for all "Work Outside Normal Working Hours" (night work) including all labor, materials, tools, lighting, permits, coordination, supervision, and incidentals shall be included in the Contract Price in the various Bid items. No other compensation will be allowed.
- 6-3 TIME OF COMPLETION.** To the "WHITEBOOK", ADD the following:
1. You shall complete the liner installation of all segments of sewer mains as verified by the Engineer within 120 Working Days from the date of NTP. Complete the remaining Work as part of this project, including post-lining CCTV video, within the remaining number of Working Days.
  2. You shall complete all work, including but not limited to preparation, installation of the sewer main, trench restoration, and completion of the punchlist items on the Tecolote Canyon Golf Course within 200 working days, commencing from the date of entry onto the Golf Course premises at approximately STA. 169+00 and concluding at the Golf Course entrance located at Mt. Acadia Blvd at approximately STA. 225+60. **The City will assess Liquidated Damages in accordance with Section 6-9 "Liquidated Damages" after 200 working days from commencing construction activities within Tecolote Canyon Golf Course premises.**
- 6-3.1 General.** To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:
- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" as included in **Appendix T - Standard Drawings**.

**ADD:**

**6-6.1.1 Environmental Document.**

1. The City of San Diego has prepared a **Mitigated Negative Declaration** for **Tecolote Trunk Sewer SDP (Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection)**, Project No. **650020**. You shall comply with all requirements of the environmental document as set forth in **Appendix A**.
2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

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

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

**6-6.2.2 Paleontological Monitoring Program.** To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details. Also, see **Appendix N - PALEONTOLOGY CONSTRAINTS ANALYSIS**

**6-9 LIQUIDATED DAMAGES.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

<b>Contract Value</b>	<b>Liquidated Damages Daily Amount</b>
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500



\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.2.2.1 Progress Payment for Pipelines.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

- In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", and final cleanup as included in **Appendix T – Standard Drawings**.

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

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

**TABLE 7-3.9  
FIELD ORDER LIMITS**

<b>Contract Price</b>	<b>Maximum Each Field Order Work Amount</b>
Less than \$1,000,001	\$10,000
\$1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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

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

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the "WHITEBOOK", ADD the following.

1. Provide a Class "A" Field Office.

**SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS**

**201-10 MANHOLES.** To the "WHITEBOOK", ADD the following:

All manholes shall be precast concrete as shown in City Standard Drawing SDS-106 and as shown on approved plans and lined and coated per SM-07. Manhole diameters shall be 6 feet for new 30-inch pipe installation.

**201-10.4 Exterior Waterproofing for Manholes.** To the "WHITEBOOK", ADD the following:

2. All new manholes shall have exterior water proofing.
3. An acceptable alternative to coal tar emulsion as described in item 1 of the WHITEBOOK, is a coal tar epoxy as follows:
  - a. On all new manholes, the Contractor shall apply water proofing agent consisting of a coal tar epoxy on all exterior surfaces. The Coal Tar epoxy shall be Tnemec 46H-413 or approved equal. The epoxy shall be applied in one or two coats to achieve a 16-20 mils DFT. The Contractor shall provide evidence of thickness to the City or City representative during application using a wet thickness mil gauge.
4. The exterior coal tar coatings shall be applied prior to delivery to the jobsite. In addition, an EPDM rubber adhesive sleeve with a minimum thickness of 30 mils and is nine (9) inches wide shall be applied at all joints on exterior of new manholes. Sleeves shall be Infi-Shield External Gator Wrap (Sealing Systems, Inc.) or approved equal.
5. Full compensation for furnishing and applying water proofing shall be considered as included in the contract unit price bid for manhole and no additional compensation will be allowed, therefore.
6. When completed, all manholes shall be watertight with zero infiltration of ground water.

**ADD:**

**201-10.5 Manhole Frames.**

All manhole frames and cover sets are to be placed in accordance with Section 206-3.3.2 in the Standard Specifications for Public Works Construction, latest Edition, and per Regional Standard Drawing M-3. Manholes covers shall have gaskets, shall have the outer ring bolted in place, and shall have a locking device per SDM-113. Contractor shall adjust new manhole covers to finished grade. If manholes are to be installed in unpaved/landscape areas in the easements, then manhole covers will be set a minimum 24" above the finished ground elevations, or as shown on approved plans.

## SECTION 207 – GRAVITY PIPE

### 207-17 PVC GRAVITY PIPE.

#### 207-17.1 **General.** To the “GREENBOOK”, ADD the following:

The sewer pipe material shall be Polyvinyl Chloride (PVC) (Section 207-17), SDR-35 for pipe 15” in diameter and less, and SDR-35 (Pipe Stiffness 46 psi) for pipe 18” and greater, unless otherwise designated on the Plans or herein. Pipe Stiffness 115 psi (SDR 26) shall be used at the following stations and locations: Sta 156+69 to Sta 172+41, Sta 186+33 to Sta 188+50, Sta 192+99 to Sta 206+10, Sta 212+38 to Sta 225+72, Sta 237+59 to Sta 244+46, and Sta 262+27 to Sta 265+92.

Pipe shall have integral bell and spigot joints. The bell shall consist of an integral wall section with solid cross section rubber ring, factory assembled, securely locked in place to prevent displacement during assembly. Rubber ring shall be provided at each joint to allow for contraction and expansion of the pipe. All fittings and accessories shall be manufactured and furnished by the pipe manufacturer, if available, and shall be bell and/or spigot configurations compatible with that of the pipe.

### 207-24 STEEL MICROTUNNELING PIPE.

#### 207-24.3 **Dimensions and Tolerances.** To the “GREENBOOK”, ADD the following:

The Contractor may select a greater casing diameter or thickness for the method of Work and loading involved, site conditions, and possible interferences at no additional cost to the City.

#### 207-24.4 **Joints.** To the “GREENBOOK”, ADD the following:

Steel casings shall be welded steel pipe of the diameters and plate thicknesses indicated. Contractor may use joints for tunnel casing pipe that are interlocking, direct-jacked, T5 by Permalok or approved equal specifically designed for pipe jacking, at no additional cost to the City. It shall be the Contractor’s responsibility to submit calculations demonstrating full stress transfer across the joints and the joints’ capability to resist the jacking forces involved. The joint shall be designed to be watertight and shall withstand the anticipated hydrostatic pressures including (but not limited to), groundwater, slurry, and lubricant injection.

## SECTION 209 – PRESSURE PIPE

#### 209-1.1.1 **General.** To the “GREENBOOK”, ADD the following:

1. PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
2. Refer to AWWA C900-16 for all references to AWWA C905.

**209-2.2.1**      **Materials.** To the "GREENBOOK", in Table 209-2.2.1, Pipe, Material, ADD the following:

Steel used in the fabricated steel pipe shall comply with the physical and chemical requirements of ASTM A139, Grade C or ASTM 1018 modified to grade 42. Minimum yield strength shall be 42,000 psi. Casing pipe shall be at a minimum ASTM A36 steel.

**ADD:**

**209-2.2.1.1**      **Cement Mortar Lining and Polyolefin Tape Coating.**

Steel pipe, fittings and specials shall be lined and coated as follows:

1.      Cement mortar lining shall comply with the requirements of Table 209-2.2.1. Lining shall be trimmed as necessary to allow full operation of butterfly valves at connections to steel pipe. After trimming, any exposed portions of pipe interior shall be lined with liquid epoxy per AWWA C210.
2.      External surfaces of steel pipe and specials shall be coated with a 3-part factory applied tape coating system in accordance with AWWA C214 for steel pipe and AWWA C209 for steel pipe specials, connections and fittings. Additional mechanical protection shall be provided by the application of a reinforced cement mortar armor coating applied in accordance with AWWA C205. Cement shall be ASTM C150, Type II/V and admixtures shall contain no chlorides. Lining shall be trimmed as necessary to allow full operation of butterfly valves at connections to steel pipe. Line exposed portions of pipe interior with liquid epoxy per AWWA C210.
3.      All steel pipe joint exteriors shall have an 80-mil heat shrink polyolefin sleeve or field applied 3 layer tape installed after welding conforming to the requirements of AWWA C216 and approved by Engineer. Use Canusa or approved equal.
4.      Circumferential steel fabric reinforcement shall be 12-gauge wire minimum per ASTM A185 or ASTM A497.
5.      Allow linings and coating to cure at least 7 days at not less than 40 degrees prior to shipping to the site.
6.      Hold back lining and coating from socket and spigot ends per Manufacturer's standard practices. Hold back coating from ends of butt-strap, mechanical coupling, and flanged joint pipe sufficient distance to permit field assembly of joints. Lining shall terminate at pipe ends, except where otherwise specified or where necessary to accommodate free motion of butterfly valve discs.
7.      Cement-mortar lining and coating of pipe joints in field shall conform to AWWA C205 Section 4.7 and AWWA C602 Section 4-8.

**209-2.2.2 Submittals.** To the “GREENBOOK”, ADD the following:

The Contractor shall furnish the following Submittals:

SUBMITTAL	DESCRIPTION
Shop Drawings	Submit per piping shop drawing requirements.
Catalog Data	Required for pipe, protective coating and welding rod for field welding.
Installation Instructions	Required per installation instruction requirements.
Certificate of Compliance	Submit coating system and application certification per certificate of compliance requirements.
	Manufacturer certifications.
Test Record Transcripts	Submit mill reports and plant test reports per test record transcript requirements.
	Submit mill report showing type of steel and physical and chemical properties for each heat number of steel used in fabricating pipe.
	Submit test reports showing physical properties of rubber used in gaskets
Welder Qualification Certificates	Required per standard qualification procedure of ASME Boiler and Pressure Vessel Code Section IX, Welding Qualifications

**209-2.2.4 Joints.** To the “GREENBOOK”, ADD the following:

Unless noted otherwise on the plans, joint type for steel pipe and fittings shall be as shown in Table 209-22.1, Lap Joints for Field Welding, and shall be lap-welded slip joints per AWWA M-11 Chapter 6, Field Welded Joints, and Figure 6.1 D.

Flanges shall be carbon steel Class E per AWWA C207 with a maximum working pressure of 275 psi. All nuts, bolts and washers shall be carbon steel, field wrapped with a 3-part wax-tape coating system per AWWA C217.

Sleeve couplings with restraint harness shall be steel and of a gasketed, sleeve type design with diameter to properly fit the pipe. Each coupling shall consist of one (1) steel middle ring, two (2) steel followers, two (2) rubber-compounded wedge section gaskets and sufficient track-head steel bolts to properly compress the gaskets. All nuts, bolts and washers shall be class 316 stainless steel. Restraint harness shall be

per AWWA M11 design. Coupling shall conform to AWWA C200 Section 4.13. It shall be square cut or beveled with no burrs. Outside surfaces where coupling seats, shall be free of indentations, projections, or roll marks to ensure watertight seal. Pipe ends shall have tolerances within limits required by mechanical coupling Manufacturer.

## **SECTION 212 – WATER AND SEWER SYSTEM VALVES AND APPURTENANCES**

**212-5.2 Butterfly Valves.** To the “WHITEBOOK”, ADD the following:

9. Butterfly valves shall be metal seated triple offset valves per Technical Specification Section 33 12 15.

**212-5.6 Air Release, Air/Vacuum and Combination Air Valves.** To the “GREENBOOK”, ADD the following:

**Combination Air Valves (AV/AR):** Combination air valves shall combine the characteristics of air/vacuum valves and air release valves by exhausting accumulated air in systems under pressure and releasing or re-admitting large quantities of air, while a system is being filled or drained, respectively. They shall be of the sizes indicated on the Drawings, with flanged or threaded ends to match adjacent piping. Bodies shall be of high-strength cast iron per ASTM A126, Class B. The float, washers, nuts and bolts and all moving parts shall be constructed of Type 316 stainless steel. Seat shall be BUNA-N Air/vacuum valves shall be designed for minimum 250-psi (as applicable) water working pressure, unless otherwise indicated.

Manufacturers shall be APCO, Val-Matic, GA Industries or approved equal.

Air release, air/vacuum, and/or combination air valves shall be installed at high points in piping systems and where indicated on the Drawings.

All valves shall be installed in accordance with the manufacturer’s printed recommendations.

Combination air and vacuum valves shall have piped outlets to the nearest acceptable drain, firmly supported, and installed in such a way as to avoid splashing and wetting of floors.

## **SECTION 217 – BEDDING AND BACKFILL MATERIALS**

**217-1 BEDDING MATERIAL.** To the “GREENBOOK”, ADD the following:

Bedding material for steel pipe shall be ¾” crushed rock wrapped in filter fabric. Filter fabric shall comply with AASHTO M 288-15, Class 2 and shall be Mirafi 160N or approved equal.

**217-1.2 Bedding Material for Plastic Pipe.** To the “GREENBOOK”, ADD the following:

Bedding for sewer mains shall comply with SDS-119 Pipe Bedding and Trench Backfill for Sewers in Groundwater.

**217-2 TRENCH BACKFILL.**

**217-2.1 General.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

Native backfill shall be used whenever possible. Trench backfill material in the canyon (non-paved areas) shall be native material generated from trench excavations. Trench

backfill material shall be free from shale, sod, roots greater than half-inch (½ inch) in diameter, rubbish, trash lumber, organic material, ashes and other debris, unusual color, contamination, and sulfide odor. Rocks, including pieces of broken concrete or bituminous pavement, originating from the native material shall be dispersed within, or mixed with, the backfill material such that voids or pockets of large pieces (“nesting”) are not created. Trench backfill material shall conform to the Greenbook Table 217-2.1 for all paved and concrete surfaces.

When native material is unsuitable for use as trench backfill, it shall be disposed of off the Work site, and material conforming to 217-2.2 Import Trench Backfill (Greenbook) shall be used. The Resident Engineer will indicate anticipated areas where native material may be unsuitable for use as trench backfill and will be responsible for decisions when payment is made for Imported Trench Backfill.

**TABLE 217-2.1**

<b>Zone</b>	<b>Zone Limits</b>	<b>Maximum Size (greatest dimension)</b>	<b>Backfill Requirements in Addition to 217-2.1</b>
Street 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 (non-canyon areas)	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe	Rocks up to 6" (150 mm) excavated from trench may be placed as backfill ..	Sand Equivalent of not less than 20
Trench Zone (Canyon area with Revegetation)	Below topsoil to 12" above top of pipe	Rocks up to 6" (150 mm) excavated from trench may be placed as backfill	See Section 217-2.1 t
Pipe Zone (non-canyon areas)	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	See Pipe Bedding requirements.	See Pipe Bedding Requirements
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	½ -inch maximum size crushed rock

**217-2.2 Imported Trench Backfill.** To the “GREENBOOK”, ADD the following:

The contractor shall identify the source of proposed material to the Engineer no less than 10 working days prior to its intended use. The material source, soil properties, and origin shall be clearly described.

**SECTION 300 – EARTHWORK**

**300-1 Clearing and Grubbing.**

**300-1.1 General.** To the “WHITEBOOK”, ADD the following:

The Contractor shall inspect the project site to the nature, size, and extent of vegetation to be removed and disposed. It shall be the contractor’s responsibility to determine the character and nature of the type of vegetation and quantities for clear and grubbing. The project Biological Technical Report has conducted a general survey of the vegetation observed within the project limits included in Supplementary Special Provisions Section 3-9.

The limits of clear and grubbing shall be delineated by the contractor with fencing prior to start of clearing and grubbing. Fencing shall delineate the limits of disturbance adjacent to sensitive habitat and limits as identified by the Restoration Plan, Appendix P and Construction Limits of Work and Site Access, Appendix O. Fencing shall be as described in the restoration/revegetation plan.

Prior to start of clearing and grubbing the contractor shall have submitted a Storm Water Pollution Prevention Plan in accordance with the requirements of PART 10 STORM WATER.

The contractor shall not stockpile, and store removed material on site. The contractor shall remove and legally dispose of trees, stumps, shrubs, brush, limbs, and other vegetative growth.

Contractor shall coordinate retention of topsoil with Revegetation Plan requirements and Section 802-NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING. Contractor shall remove the top 8-inches of topsoil and store on site.

**300-1.4 Payment** To the “GREENBOOK”, ADD the following:

3. The lump sum Bid item for “**Clearing and Grubbing**” shall include full compensation for providing all labor, materials, inspection, tools, fencing, surveying, hauling, disposal, dumping fees, roots, stumps, top-soil retention and storage, and incidentals necessary to clear and grub all material for the construction of the Tecolote Trunk Sewer including all water and sewer pipeline installation, tunneling, manhole abandonments, sewer by-passing, bridge and stream crossing improvements, staging areas and all other “Clearing and Grubbing” not otherwise included in the Clear and Grub payment items for the Access Road Improvements below. No additional compensation will be allowed therefor.
4. Payment for “**Manhole Access Improvement-Clear Weeds /Brush from Main Access Road to Manhole Along Existing Access Path**” shall include full compensation for providing all labor, materials, tools, etc. necessary to clear



the manholes access paths, including clearing, removing, and disposal of the cleared material to a legal dump site, and no additional compensation shall be allowed therefor.

5. Payment for **“Manhole Access Improvements-Clear and Grub/Grade Access Path from Main Access Road to Manhole. Clear Around Manhole”** shall include full compensation for providing all labor, materials, tolls, etc. necessary to clear the manholes access paths, including clearing, removing, and disposal of the cleared material to a legal dump site, minor grading as required, moisture conditioning and compaction of graded areas to 90% relative compaction, application of mulch surfacing as shown on the plans. No additional compensation shall be allowed therefor.
6. Payment for **“Main Access Road Improvements-Trim Tree Branches to Provide 8’ Min. Clearance”** shall include full compensation for providing all labor, materials, tools, etc. necessary to clear the access roads from the overhanging tree and shrub branches, including cutting, trimming, removing, and disposal of the trimmed material to a legal dump site, and no additional compensation shall be allowed therefor.
7. Payment for **“Main Access Road Improvements-Clear Vegetation from Access Road to Reestablish Full Road Width (Average 4’ Wide)”** shall include full compensation for providing all labor, materials, tools, etc. necessary to clear the access roads from the overgrown vegetation, including cutting, trimming, removing, and disposal of the cleared and trimmed material to a legal dump site, and no additional compensation shall be allowed therefor.
8. Payment for **“Main Access Road Improvements-Clear/Minor Grade Access Road to Provide 8’ Width. Install Erosion Control”** shall include full compensation for providing all labor, materials, tools, etc. necessary to clear the main access road, including clearing, removing, and disposal of the cleared material to a legal dump site, minor grading as required, moisture conditioning and compaction of graded areas to 90% relative compaction, application of mulch surfacing as shown on the plans. No additional compensation shall be allowed therefore.

**300-4 UNCLASSIFIED FILL.**

**300-4.10 Payment** To the “GREENBOOK”, ADD the following:

Payment for **“Main Access Road Improvements-Repair Rutting”** shall include full compensation for providing all labor, materials, tools, etc. necessary to repair the rutting of the access road including scarification, moisture conditioning and placement of compacted (90% relative compaction) fill material to provide a level and stable permanent access road surface. No additional compensation shall be allowed therefor.

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

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

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.
2. No preparatory asphalt Work shall be done when the atmospheric temperature is below 50° F (10° C) or during unsuitable weather.
3. Preparatory Work shall include tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, cold milling, hump removal, lump removal, subgrade preparation and subgrade or base repair, removal of raised pavement markers, removal of pavement markings, location of public and private utilities and appurtenances, all Concrete works, and all other necessary works as specified in the Special Provisions and Contract Documents or as directed by the Engineer.
4. After the completion of the preparatory work, you shall install compacted asphalt concrete pavement according to the thickness specified in the Special Provisions and Contract Documents or a minimum of 2 inches (50.8 mm) for residential streets and a minimum of 3 inches (76.2 mm) for all other streets or as directed by the Engineer.
5. You shall identify the location of all utilities vaults, valves, and other appurtenances not included in the project scope requiring relocation or adjustment to grade by other agencies/companies by marking the face of the curb closest to the utility appurtenance as follows:
  1. Offset distance of the appurtenance from the curb face
  2. The limits of the appurtenance or corners of the vault/box
6. The quantities shown in the appendices are based on a street assessment survey and may vary. The Engineer will designate the limits to be removed and prepared and these designated areas shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents.
7. You shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 inches (50.8 mm) for residential streets and a minimum depth of 3 inches (76.2 mm) for all others except where specified otherwise in the Special Provisions and Contract Documents or as directed by the Engineer to expose firm and unyielding pavement as specified.
8. If, in order to achieve the minimum specified depth, the base material or native subgrade is exposed, you shall notify the Engineer the material shall be compacted to 95% relative compaction.
9. Compaction tests shall be made to ensure compliance with the specifications.

10. The QCP shall establish location and timing of compaction testing and shall be subject to approval by the Engineer. You shall reimburse the City for the cost of retesting failing compaction tests conducted as part of the City of San Diego Quality Assurance testing.
11. If additional base material is required, you shall use Class 2 Aggregate base in accordance with 200-2.9.1, "Class 2 Aggregate base (Scheduled, 5 Inch)" and "Class 2 Aggregate base (unscheduled, 5 Inch)" or as directed by the Engineer.
12. Prior to placement of compacted asphalt concrete pavement, you shall prepare the subgrade as needed and install a minimum of 2 or 3 inches as specified in the contract documents and special provisions, of compacted asphalt concrete pavement over native material as directed by the Engineer.
13. Areas of damaged asphalt requiring base repair work including excavation, placement of asphalt concrete, asphalt concrete base, and class 2 aggregate base, have been identified in the appendices as "DO", Dig Out, also called Base Repairs.
14. The areas and quantities shown in the appendices are given only for the Contractor's aid in planning the Work and preparing Bids. You shall identify any new areas that require repair prior to paving in order to construct a smooth and stable pavement surface. Upon approval by the engineer, the repair locations shall be incorporated into scope of work and shall not be considered extra work. You shall mark the pavement area as "DO" or as directed by the Engineer.
15. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4, "Tack Coat".
16. When milling and/or grinding asphalt pavement for base repair and the contractor encounters level and unyielding PCC trench caps or appurtenance collars before reaching the minimum depth of 2 inches, then the You shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway. Asphalt Concrete Base shall be Type III-B3-PG 64-10 and Asphalt Concrete Pavement shall be Type III-C2-PG 64-10 as directed by the Engineer.
17. You shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT". Asphalt concrete shall be Type III-C2-PG 64-10 in compliance with 203-6.3.1 "General".
18. Recycled base material shall conform to Class 2 Aggregate Base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
19. Following the asphalt placement, you shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2, "Density and Smoothness". After placement and compaction of the asphalt patch, you shall seal all finished edges with a 4 inch (101.6 mm) wide continuous band of SS-1H.

20. Materials removed, regardless of removal method, shall be disposed of at a legal site.
21. The minimum dimensions for each individual repair shall be 4 feet by 4 feet (1.2 m by 1.2 m) and shall be subject to the following conditions:
  - a. If the base material is exposed, to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION".
  - b. Base repairs shall have a minimum depth of 10".
  - c. You shall repair the areas shown in the appendices of distressed asphalt concrete to remove damaged areas of pavement in accordance with 404-1, to expose firm and unyielding pavement, base, or native soils, regardless of materials encountered. Unyielding pavement will have no visible cracks and unyielding base, or native soils will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed as directed by the Engineer. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over the compacted base material to be level with the adjacent roadway surface.
  - d. When additional base material is required, then you shall use Class 2 Aggregate Base in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" or as directed by the Engineer.
  - e. Recycled base material shall conform to Class 2 Aggregate base material in accordance with 200-2.4, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)".
  - f. You may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
  - g. For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned, and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt pavement. Please refer to Appendix J – Estimated Asphalt Construction Quantities.
  - h. Base repair areas where failed pavement is removed either by cold milling or by excavation shall be restored to existing pavement grade with "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" at 5 inches, and 5 inches of "Asphalt Concrete Base" shall be placed atop the layer of "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" unless otherwise directed by the Engineer. These areas have been identified in the appendices as "DO". The

Crushed Miscellaneous Base shall be in accordance with 200-2.9, "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" The asphalt concrete base shall be Type III-B3-PG 64-10 as specified in 203-6, "ASPHALT CONCRETE". "General" Preliminary quantities are identified in the Contract appendix but may need to be increased and approved by the Engineer at the time of construction. Base Repairs shall not exceed 15% RAP in content.

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

### 301-1.7

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

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

shall be considered to take precedence over the areas shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary. No payment shall be made for areas of over excavation as determined by the Engineer.

4. Asphalt pavement subgrade repair, and base repair dig-outs, shall be paid at the Contract unit price for "Excavate and Export (Scheduled, 10 Inch)" and "Excavation and Export (Unscheduled, 10 Inch)", "Asphalt Concrete Base (Scheduled, 5 Inch)" and "Asphalt Concrete Base (Unscheduled, 5 Inch)", "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)". No Payment shall be made for areas of over excavation as determined by the Engineer.
5. When Cold Milling is used as a method for excavation for subgrade or base repair for pavement, Cold Milling shall be included in the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavation and Export (Unscheduled, 10 Inch)".
6. The payment for Excavation shall be paid at the Contract Unit Price for "Excavate and Export (Scheduled, 10 Inch)" or "Excavation and Export (Unscheduled, 10 Inch)" for each bank cubic yard of material removed. Proof of proper disposal and/or recycling at a legal site for quantities excavated shall be required in advance of payment as directed by the Engineer and shall be subject to approval by the Engineer for payment. No additional payment shall be made for milling, grinding, saw cutting, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.
7. No additional payment shall be made for milling, grinding, saw cutting, stockpiling, hauling, disposal of concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

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

1. Payment for Class 2 Aggregate base material installed shall be made at the Contract Unit Price for "Class 2 Aggregate Base (Scheduled, 5 Inch)" and "Class 2 Aggregate Base (Unscheduled, 5 Inch)" per ton and includes all necessary works such as hauling, placement, and compaction as directed by the Engineer.

**ADD:**

**301-7 PERMEABLE INTERLOCKING CONCRETE PAVERS BEDDING.**

**301-7 ARTICULATING CONCRETE BLOCK SYSTEM.**

**301-7.1 General.**

The contractor shall furnish all labor, materials, equipment, and incidentals required for, and perform all operations in connection with, the installation of the ArmorFlex® Articulating Concrete Block (ACB) system, or approved equivalent, in accordance with the lines, grades, design and dimensions shown on the Contract Drawings and as specified herein.

The Contractor shall submit to the Engineer of Record (EOR) evidence of full-scale hydraulic testing in accordance with ASTM D-7277 and Factor of Safety (FoS) calculations in support of the proposed ACB system stamped and signed by a Professional Engineer licensed to practice in the state where the project is located. The Contractor shall also submit to the EOR an appropriate geotextile, selected for the site being protected on the basis of the gradation and permeability of the surface soils, which information shall have been provided by the EOR or the designated geotechnical engineer.

The Contractor shall furnish manufacturer's certificates of compliance for ACB/mats, revetment cable, geotextile, and any revetment cable fittings and connectors. The Contractor shall also furnish the manufacturer's specifications, literature, preliminary shop drawings for the layout of the mats, installation and safety instructions, and any recommendations, if applicable, that are specifically related to the project. If a color has been specified for the block, the Contractor shall submit a color chart indicating the specified standard color.

Submittal packages must also include, as a minimum, the following:

1. Evidence of satisfactory full-scale laboratory testing in accordance with *ASTM D 7277, Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*, performed on behalf the submitting manufacturer on a qualifying test flume of sufficient length for the test flows to achieve normal depth in all cases, and associated engineered calculations quantifying the FoS of the proposed ACB system under the design conditions of the specific project, stamped and signed by a registered Professional Engineer residing in and licensed to practice in the state where the project is located;
2. Information about, or certifications of, all materials associated with the ACB system as detailed above, including (but not limited to) cable, fittings, geotextile, and any other materials required for satisfactory installation in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*;
3. The names and contact information (phone numbers and e-mail addresses, at a minimum) for the suppliers' representatives, for technical, production or logistics questions, at least one of whom must reside in the state where the project is located.

### **301-7.2 Product.**

All ACB mats shall be prefabricated as an assembly of concrete blocks having specific hydraulic capacities and laced with revetment cables. The ACB system may also be assembled on-site by hand-placing the individual units either with or without subsequent insertion of cables.

Individual units in the system shall be staggered and interlocked for enhanced stability. The mats shall be constructed of open and/or closed cell units as shown on the contract drawings. The open cell units have two (2) vertical openings of rectangular cross section with sufficient wall thickness to resist cracking during shipping and installation. The open cell units have an open area of 18-23% as measured from the base of the mat. Parallel strands of cable shall extend through a minimum of two (2) cable ducts in each block allowing for longitudinal binding of the units within a mat.

Each row of units shall be laterally offset by one-half of a block width from the adjacent row so that any given block is cabled to four other blocks (two in the row above and two in the row below).

Each block shall incorporate interlocking surfaces that minimize lateral displacement of the blocks within the mats when they are lifted by the longitudinal revetment cables. The interlocking surfaces must not protrude beyond the perimeter of the blocks to such an extent that they reduce the flexibility or articulation capability of the ACB mats or become damaged or broken when the mats are lifted during shipment or placement. Once the mats are in place, the interlocking surfaces shall minimize the lateral displacement of the blocks even if the cables should become damaged or removed. The mats must be able to flex a minimum of 18° between any given row or column of blocks in the uplift direction and 45° in the downward direction.

The cables inserted into the mats shall form lifting loops at one end of the mat with the corresponding cable ends spliced together to form a lifting loop at the other end of the mat. The EOR shall approve appropriate sleeves for use in order to splice the lifting loop. The cables shall be inserted after sufficient time has been allowed for the concrete to complete the curing process.

The ACB mats shall be placed on a filter fabric as specified herein. Under no circumstances shall the filter fabric be permanently affixed or otherwise adhered to the blocks or mats; i.e., the filter fabric shall be independent of the block system.

**Certification (Open-Channel Flow):** ACB mats will only be accepted when accompanied by documented hydraulic performance characteristics that are derived from tests under controlled flow conditions. Testing shall conform to *ASTM D 7277, Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*, as amended and updated. Note that all hydraulic performance testing shall be performed in a 2H:1V flume, and that the tested length be long enough that the test flows achieve normal depth in all cases. Analysis and interpretation of the test data shall conform to the guidance contained in *ASTM D 7276, Standard Guide for Analysis and Interpretation of Test Data for Articulating Concrete Block (ACB) Revetment Systems in Open Channel Flow*, as amended and updated.

**Performance (Open-Channel Flow):** The design of the ACB mats shall be in accordance with the Factor-of-Safety design methodology as described in "Erosion and Sedimentation" by Pierre Julien, Cambridge University Press, Second Ed. 2010. The minimum designed safety factor shall be 1.5 by utilizing the following equation.

$$SF = ((\vartheta_2 / \vartheta_1) \alpha_0) / ((1 - \alpha_0^2)^{0.5} \cos \beta + \eta (\vartheta_2 / \vartheta_1) + (\vartheta_3 F_d' \cos \delta + \vartheta_4 F_l') / \vartheta_1 W_s) \geq 1.5$$

where  $\vartheta_1$ ,  $\vartheta_2$ ,  $\vartheta_3$ , &  $\vartheta_4$  are geometric properties of the block,  $\alpha_0$ ,  $\beta$ , &  $\delta$  are angles characteristic of the site and application,  $\eta$  is the stability number for a sloped surface,  $F_d$  &  $F_l$  are the drag and lift forces, respectively, and  $W_s$  is the submerged weight of the block. ArmorFlex block geometric parameters are available upon request.

The analysis shall be performed based upon the stability of the ACBs due to gravity forces alone, neglecting conservative forces added by cabling, mechanical anchorage, contact with adjacent blocks, or other restraints not attributable to gravity-based forces. The analysis must account for a 0.5-inch block projection, in accordance with



ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems, Section 6.3.3. Site grading requirements may not be used to omit this requirement for standard (non-tapered) block.

All design calculations submitted must be based upon the smallest block utilized in the mats. Partial “half blocks” must be analyzed separately.

In order to analyze the performance of the unit, the hydraulic information listed below is required:

### ACB HYDRAULIC INFORMATION

#### Stream Crossing 5

Design Volumetric Flow Rate (ft <sup>3</sup> /sec)	4.39
Channel Friction or Bed Slope (ft/ft)	0.05
Channel Side Slopes (%)	9.8% - 12.5%
Channel Bottom Width (ft)	12
Allowable Unit Protrusion (in)	0.5

#### Stream Crossing 6

Design Volumetric Flow Rate (ft <sup>3</sup> /sec)	8.43
Channel Friction or Bed Slope (ft/ft)	0.12
Channel Side Slopes (%)	14% - 15%
Channel Bottom Width (ft)	5.6
Allowable Unit Protrusion (in)	0.5

#### Stream Crossing 7

Design Volumetric Flow Rate (ft <sup>3</sup> /sec)	6.15
Channel Friction or Bed Slope (ft/ft)	0.03
Channel Side Slopes (%)	14% - 15%
Channel Bottom Width (ft)	7.1
Allowable Unit Protrusion (in)	0.5

This specification covers ACB mats used for general erosion control, slope stabilization, channel armoring and channel protection. Installations may be exposed to infrequent and/or light-duty vehicular loading, such as for low-water crossings or boat ramps, by specifying a minimum thickness of 6". Concrete units covered by this specification are made from lightweight or normal weight aggregates, or both. The values stated in U.S. customary units are to be regarded as the standard.

**Materials:** Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

1. Portland Cements - Specification C 150, for Portland Cement.
2. Blended Cements - Specification C 595, for Blended Hydraulic Cements.
3. Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
4. Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

5. Aggregates – Specification C 33, for Concrete Aggregates, except that grading requirements shall not necessarily apply.

**Casting:** The ACB units shall be produced using a dry cast method. Dry cast units obtain strength more quickly than wet cast blocks and will also achieve a greater uniformity of quality and greater durability.

**Physical Requirements:** At the time of delivery to the work site, the ACB units shall conform to the physical requirements prescribed in Table 2 listed below.

**PHYSICAL REQUIREMENTS**

<b>Compressive Strength Net Area Min. p.s.i (mPa)</b>		<b>Water Absorption Max. lb/ft<sup>3</sup> (kg/m<sup>3</sup>)</b>	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.1)	9.1 (160)	11.7 (192)

Units will be sampled and tested in accordance with *ASTM D 6684, Standard Specification for Materials and Manufacture of Articulating Concrete Block (ACB) Revetment Systems*.

**Visual Inspection:** All units shall be sound and free of defects which would interfere with the proper placement of the unit, or which would impair the performance of the system. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.

Cracks exceeding 0.25 inches (.635 cm) in width and/or 1.0 inch (2.54 cm) in depth shall be deemed grounds for rejection. Chipping resulting in a weight loss exceeding 10% of the average weight of a concrete unit shall be deemed grounds for rejection.

Blocks rejected prior to delivery from the point of manufacture shall be replaced at the manufacturer's expense. Blocks rejected at the job site shall be repaired with structural grout or replaced upon request at the expense of the contractor.

**Sampling and Testing:** The purchaser (or their authorized representative) shall be accorded access to the relevant manufacturing facility or facilities, if desired, in order to inspect and/or sample the ACB units from lots ready for delivery prior to release for delivery to the job site. Such inspections are at the sole expense of the requesting entity.

Field installation shall be consistent with the way the system was installed in preparation for hydraulic testing pursuant to *ASTM D 7277, Standard Test Method for Performance Testing of Articulating Concrete Block (ACB) Revetment Systems for Hydraulic Stability in Open Channel Flow*. Any external restraints, anchors, or other ancillary components (such as synthetic drainage mediums) shall be employed as they were during testing; e.g., if the hydraulic testing installation utilized a drainage layer, then the field installation must also utilize a drainage layer. This does not preclude the use

of other section components for other purposes, e.g., a geogrid for strengthening the subgrade for vehicular loading, or an intermediate filter layer of sand to protect very fine-grained native soils.

Hydraulic testing shall be conducted on the thinnest block in a “family” of similar blocks (i.e., same footprint but different thicknesses), with the tested critical shear value then converted to a critical shear at 0° before extrapolation to thicker blocks within the same family. Such extrapolation may not be made from a thicker block to a thinner block. The extrapolation method is detailed in the National Concrete Masonry Association (NCMA) “Design Manual for Articulated Concrete Block (ACB) Revetment Systems”, section 4.2.

Purchaser may request additional testing other than that provided by the manufacturer as needed. Such requested testing will extend any stated lead times for manufacturing and delivery, if the results of such testing are a prerequisite to approval (i.e., approval for release to manufacturing). Costs associated with such testing shall be borne by the purchaser.

Articulating concrete blocks (ACB’s) shall be **ArmorFlex® Block and a Half, or approved equivalent**, as manufactured and sold by:

ARMORTEC, A Contech Company

9025 Centre Pointe Dr., Suite 400

West Chester, OH 45269

Phone: 1-800-645-7000

Fax: 1-513-645-7993

URL: <http://www.conteches.com/Products/Erosion-Control/Hard-Armor/ArmorFlex>

The selected ARMORFLEX® blocks shall have the following nominal characteristics:

**STANDARD SIZES OF ARMORFLEX® BLOCKS**

CLASS	TYPE	MIN. WEIGHT (lbs)	BLOCK SIZE			OPEN AREA %
			Length (in)	Width (in)	Height * (in)	
40	Open	59	17.4	15.5	4.75	20
50	Open	76	17.4	15.5	6.0	20
70	Open	113	17.4	15.5	8.5	20
45	Close d	71	17.4	15.5	4.75	10

55	Close d	91	17.4	15.5	6.0	10
85	Close d	135	17.4	15.5	8.5	10
<i>*Block height may vary based on local manufacture's capabilities.</i>						

**Option 1. Polyester Revetment Cable and Fittings:** Revetment cable shall be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats, in accordance with ASTM D-6684 paragraph 5.5.2.

Elongation requirements specified below are based upon stabilized new, dry cable. Stabilization refers to a process in which the cable is cycled fifty (50) times between a load corresponding to  $200D^2$  and a load equal to 10%, 20% or 30% of the cable's approximate average breaking strength. Relevant elongation values are as shown in the table below. The tolerance on these values is  $\pm 5\%$ .

ELASTIC ELONGATION		
at Percentage of Break Strength		
10%	20%	30%
0.6	1.4	2.2

The revetment cable shall exhibit resistance to most concentrated acids, alkalis and solvents. Cable shall be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable shall not be affected by continuous immersion in fresh or salt water.

Selection of cable and fittings shall be made in a manner that ensures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Fittings such as sleeves and stops shall be aluminum and washers shall be plastic unless otherwise shown on the Contract Drawings.

**Option 2. Galvanized Steel Revetment Cable and Fittings:** Revetment cable shall be constructed of preformed galvanized aircraft cable (GAC). The cables shall be made from individual wires and strands that have been formed during the manufacture into the shape they have in finished cable.

Cable shall consist of a core construction comprised of seven (7) wires wrapped within seven (7) or nineteen (19) wire strands. The size of the revetment cable shall be selected such that the minimum acceptable strength is at least five (5) times that required for lifting of the mats.

The revetment cable shall exhibit resistance to mild concentrations of acids, alkalis, and solvents. Fittings such as sleeves and stops shall be aluminum, and the washers shall be galvanized steel or plastic. Furthermore, depending on material availability, the cable type (7x7 or 7x19) can be interchanged while always ensuring the required factor of safety for the cable.

Selection of cable and fittings shall be made in a manner that ensures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Revetment cable splicing fittings shall be selected so that the resultant splice shall provide a minimum of 75% of the minimum rated cable strength.

The geotextile filter shall meet the minimum physical requirements listed in Table No. 3 of these Specifications. Consultation with the manufacturer is recommended; the standard for sizing geotextile for these applications is AASHTO M-288, Permanent Erosion Control. Either woven or non-woven geotextile are acceptable, as long as they meet the other project requirements.

The geotextile fiber shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of propylene, ethylene, ester, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic, if necessary, to make the filaments resistant to deterioration due to ultraviolet and heat exposure. The edges of the geotextile shall be finished to prevent the outer fiber from pulling away from the geotextile.

The Contractor shall furnish manufacturer's certified test results to the EOR, showing actual test values obtained when the physical properties are tested for compliance with the specifications.

During all periods of shipment and storage, the filter fabric shall be protected from direct sunlight, UV radiation, and temperatures greater than 140°F. To the extent possible, the fabric shall be maintained wrapped in its protective covering. The geotextile shall not be exposed to sunlight or UV radiation until the installation process begins.

<b>Physical Property</b>	<b>Test Procedure</b>	<b>Minimum Value</b>
Grab Tensile Strength (Unaged Geotextile)	ASTM D4632	<i>IAW AASHTO M288 Class 2</i>
Breaking Elongation (Unaged Geotextile)	ASTM D4632	50% max. (in any principal direction)
Burst Strength	ASTM D3786	<i>IAW AASHTO M288 Class 2</i>
Puncture Strength	ASTM D4833	<i>IAW AASHTO M288 Class 2</i>
A.O.S., U.S. Std. Sieve	ASTM D4751	
Permittivity	ASTM D4491	

Final acceptance of the filtration geotextile must be made by the EOR based on project specific soil information. Soil characteristics such as grain size distribution, permeability, and plasticity shall be determined for every 200,000 square feet of geotextile installed or for each source of borrow material used during construction. Significant differences in soil characteristics may require the performance of further sieve and possible hydrometer testing at the discretion of the EOR. The locations for which the material to be tested is extracted shall be approved by the EOR. The Contractor shall provide the site-specific soil and modified proctor curves for the site

soil, at his own expense, to the manufacturer. Also, the contractor shall be responsible for the performance of the test by a certified independent laboratory experienced in performing such test. The test shall be performed under the actual field soil conditions or as otherwise required by the EOR.

At the time of installation, the filter fabric shall be rejected if it has been removed from its protective cover for over 72 hours or has defects, tears, punctures, flow deterioration, or damage incurred during manufacture, transportation or storage. With the acceptance of the EOR, placing a filter fabric patch over the damaged area prior to placing the mats shall repair a torn or punctured section of fabric. The patch shall be large enough to overlap a minimum of three (3) feet in all directions.

**General:** The concrete blocks, cables and fittings shall be fabricated at the manufacturer or another approved location into mats with a width of up to eight (8) feet and a length up to forty (40) feet, which is approved by the EOR. The maximum mat length may be shorter for heavier blocks.

**Mat Length:** The ACB mats shall have the ability for fabrication in various lengths, widths, and in combinations of length and/or widths. Special mats are a combination of two opposing dimensions either in the longitudinal or transverse direction of the mats. The special mats are available in various dimensions that allow for a custom fit to a site-specific project. Obstructions, such as manholes, pipe outfalls, or other fixed structures, will be accommodated to the extent that accurate information is provided about them prior to the preparation of mat layout drawings.

### 301-7.3

#### **Foundation Preparation, Geotextile and Mat Placement.**

All subgrade preparation shall be performed in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*, as updated and amended.

**Grading:** The slope shall be graded to a smooth plane surface to ensure that intimate contact is achieved between the slope face and the geotextile (filter fabric), and between the geotextile and the entire bottom surface of the individual ACBs. All slope deformities, roots, grade stakes, and stones which project normal to the local slope face must be re-graded or removed. No holes, "pockmarks", slope board teeth marks, footprints, or other voids greater than 0.5 inch in depth normal to the local slope face shall be permitted. No grooves or depressions greater than 0.5 inches in depth normal to the local slope face with a dimension exceeding 1.0 foot in any direction shall be permitted. Where such areas are evident, they shall be brought to grade by placing compacted homogeneous material. The slope and slope face shall be uniformly compacted, and the depth of layers, homogeneity of soil, and amount of compaction shall be as required by the EOR.

Excavation and preparation for all termination trenches or aprons shall be done in accordance to the lines, grades and dimensions shown in the Contract Drawings. The termination trench hinge-point at the top of the slope shall be uniformly graded so that no dips or bumps greater than 0.5 inches over or under the local grade occur. The width of the termination trench hinge-point shall also be graded uniformly to assure intimate contact between all ACBs and the underlying grade at the hinge-point.

**Inspection:** Immediately prior to placing the filter fabric and ACB mats, the prepared subgrade shall be inspected by the EOR as well as the owner's representative. No fabric or blocks shall be placed thereon until that area has been approved by each of these parties.

All placement and preparation should be performed in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*, as updated and amended. Filter Fabric, or filtration geotextile, as specified elsewhere, will be placed within the limits of ACBs shown on the Contract Drawings.

**Placement:** The filtration geotextile will be placed directly on the prepared area, in intimate contact with the subgrade, and free of folds or wrinkles. The geotextile will not be walked on or disturbed when the result is a loss of intimate contact between the ACB and the geotextile or between the geotextile and the subgrade. The geotextile filter fabric will be placed so that the upstream strip of fabric overlaps the downstream strip. The longitudinal and transverse joints will be overlapped at least one and a half (1.5) feet for dry installations and at least three (3) feet for below-water installations. The geotextile will extend at least one (1) foot beyond the top and bottom revetment termination points, or as required by the EOR. If ACBs are assembled and placed as large mattresses, the top lap edge of the geotextile should not occur in the same location as a space between ACB mats unless the space is concrete filled.

ACB placement and preparation should be performed in accordance with *ASTM D 6884, Standard Practice for Installation of Articulating Concrete Block (ACB) Revetment Systems*, as amended and updated.

ACB block/mats will be constructed within the specified lines and grades shown on the Contract Drawings.

The subgrade shall be prepared in such a manner as to produce a smooth plane surface prior to placement of the ACBs or mats. No individual block within the plane of placed ACBs will protrude more than one-half inch or as otherwise specified by the EOR. ACBs should be flush and develop intimate contact with the subgrade section, as approved by the EOR. Proposed hand placing is only to be used in limited areas, specifically identified by the EOR or manufacturers' mat layout drawings, as approved by the EOR.

If assembled and placed as large mattresses, the ACB mats will be attached to a spreader bar or other approved device to aid in the lifting and placing of the mats in their proper position by the use of a crane or other approved equipment. The equipment used should have adequate capacity to place the mats without bumping, dragging, tearing or otherwise damaging the underlying fabric. The mats will be placed side-by-side, so that the mats abut each other, and/or end-to-end. Mat seams or openings between mats greater than two (2) inches will be backfilled with 4000 p.s.i. non-shrink grout, concrete or other material approved by the EOR. Whether placed by hand or in large mattresses, distinct changes in grade that results in a discontinuous revetment surface in the direction of flow will require backfill at the grade change location so as to produce a continuous surface.

Termination trenches will be backfilled and compacted flush with the top of the blocks. The integrity of the trench backfill must be maintained so as to ensure a surface that

is flush with the top surface of the ACBs for its entire service life. Termination trenches will be backfilled as shown on the Contract Drawings. Backfilling and compaction of trenches will be completed in a timely fashion. No more than 500 linear feet of placed ACBs with non-completed termination trenches will be permitted at any time.

**Finishing:** The cells or openings in the ACBs will be backfilled and compacted with suitable material, as specified by the EOR. Backfilling and compaction will be completed in a timely manner so that no more than 500 feet of exposed mats exist at any time. Finishing requirements are explicitly at the discretion of the EOR.

**Consultation:** The manufacturer of the ACBs/mats shall provide design and construction advice during the design and initial installation phases of the project when required or as necessary, at the discretion of the EOR. The ACB supplier shall provide, at a minimum, one full day or two half-days of on-site project support upon request.

#### **301-7.4 Measurement and Payment.**

The payment for Articulating Concrete Block System shall be made at the Contract Unit Price or lump sum price in the Bid for each "**Stream Crossing**". The Contract Unit Price or lump sum price in the Bid shall include the installation of the ACB block/mats including engineering, testing, clearing and grubbing, excavation, subgrade preparation, pumped diversion, bypass piping or use of diversion ditches, transition areas to grade, concrete blocks, cables and fittings, placement and preparation, and filter fabric.

### **SECTION 302 – ROADWAY SURFACING**

**302-5.2 Pavement Restoration Adjacent to Trench.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

#### **302-5.2 Pavement Restoration Adjacent to Trench Influence Zone.**

1. The Work for pavement restoration shall include the replacement of existing pavement outside of the trench influence zone in accordance with SECTION 302 – ROADWAY SURFACING and as shown on the Plans.
2. Prior to the commencement of the Work, you shall meet with the Engineer and determine the limits of the pavement to be replaced.
3. Existing pavement shall be removed in accordance with SECTION 404 – COLD MILLING, and as shown on the Plans.
4. Areas of damaged pavement requiring base repair Work shall be restored in accordance with Section 301-1.6 "Preparatory Repair Work", and as shown on the Plans.

**302-5.2.1 Measurement and Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for asphalt concrete pavement restoration outside of the trench influence zone shall be made on a tonnage basis in accordance with Section 302-5.9 "Measurement and Payment", and paid for under Bid Item "Asphalt Concrete Overlay (2 inch)", unless separate Bid items have been provided. The



following shall be included in the payment for "Asphalt Concrete Overlay (2 inch)":

- a) Saw-cutting existing edges.
  - b) Applying tack coat.
  - c) Placement, curing, and protection of new pavement.
2. The payment for removal of existing asphalt concrete pavement shall be made on square foot basis in accordance with Section 404-12 "Payment", and paid for under Bid Item "Cold Milling (2 inch)".
  3. The payment for base repair Work shall be made in accordance with Section 301-1.7 "Payment".

**302-6.1**

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

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix T - Standard Drawings**.

**SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION**

**306-1**

**GENERAL.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix T - Standard Drawings**.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**306-2.7**

**Shutdown of Existing Pipelines.**

**306-2.7.1**

**General.** To the "GREENBOOK", ADD the following:

Connection to the 30-inch Kearny Mesa Transmission Pipeline and installation of the 16-inch CML & TC Steel pipeline shall occur in low water demand periods between November 1 and June 30 unless otherwise approved by the Engineer. The contractor shall coordinate the scheduled water shutdown and cut and plug in accordance with PART 9, WATER WORKS of The "WHITEBOOK". The contractors schedule per Section 6-1.1 shall show appropriate time allocated for City's forces work including cut and plug,

installation, and reconnection along with time allocated for contractor shop drawing review, material delivery, testing, and inspection,

**306-3.3.2 Abandonment of Sewer Facilities.** To the "WHITEBOOK", ADD the following:

6. Mid-point plug as required per WP-03 may be omitted due to inaccessibility. The contractor shall locate a mid-point plug within the access road or existing trail and as close to the mid-point as practical. Ventilation holes shall be located within access road or end of pipe segment.
7. Unless noted otherwise on the Plans, manhole and pipeline abandonment material and installation shall conform to the Regional Standard Drawings SM-08 and WP-03. Manholes to be abandoned shall be cut and plugged at least 3 feet below finished grade, unless otherwise called for on the approved plans.
8. Vehicle access to abandon Manholes 74, 75, 79 and 80 is limited to light vehicle access within the existing path. No vehicle crossing is allowed across stream crossing No.1 and 2. A temporary access bridge is permitted on Steam Crossing 3. Manholes 74, 75, 79, and 80 shall be abandoned utilizing hand tools and/or small pneumatic equipment. Contractor shall submit a plan for Manhole Abandonment at least 45 days prior to commencing abandonment activities. Plan shall describe method of access, materials, equipment, manpower, and work sequence, and any other information pertinent for completion of Manhole Abandonment of Manholes 74, 75, 79 and 80. Demolish and remove manhole cover and cone to a minimum depth of 3 ft. below finished grade. Provide plugs at each end of Manhole and fill manhole per SM-08. Existing 15-inch sewer main between MH 74 and 75, 75 and 79, will not require grouting per WP-03.

**306-3.3.4 Payment.** To the "WHITEBOOK" ADD the following:

12. The payment for "**Abandon Existing Manholes Outside Trench Limits, Manholes 74,75, 79, and 80**" with hand tools and small pneumatic equipment shall include plugs, all labor, tools, material, disposal, transportation, and incidentals.
13. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work as included in **Appendix T – Standard Drawings.**

**306-3.4 Minimum and Maximum Pipe Zone Trench Width.** To the "GREENBOOK", ADD the following:

The contractor shall maintain a maximum trench width per Table 306-3.4 (A) located 1 foot above the crown of the pipe and shall extend the full height of the trench (1 ft below the existing ground surface). The maximum trench width extending 1 foot above the crown to the surface shall not vary unless otherwise approved in advance by the Resident Engineer.

**306-3.7 Imported Backfill.** To the "WHITEBOOK", ADD the following:

4. The contractor shall identify the source of proposed material to the Engineer no less than 10 working days prior to its intended use. The material source, soil properties, and origin shall be clearly described.

**306-4 SHORING AND BRACING.** To the "WHITEBOOK", ADD the following:

Shoring is the responsibility of the Contractor and shall be designed by a professional engineer licensed in the State of California

The Contractor shall design sheeting, shoring, and bracing in accordance with Article 6 of CAL OSHA and the California State Labor Code. The standards of design referred to in the Labor Code shall be those of CAL OSHA.

The shoring plan shall consider the limited work area, access, existing utilities, trench width, and materials that are stockpiled near the excavation and where heavy equipment is operating adjacent to the excavation. The shoring plan shall include surcharge loads that represent the actual surcharge loads. Surcharge loads to trenches should not be permitted within a distance equal to the height of the excavation measured from the top of the excavation unless surcharge loads have been applied and accounted for in the shoring plan. Contractor shall submit the name of the "Competent Person" as defined in CCR, Title 8, Section 1504. The "Competent Person" shall be present at the WorkSite as required by Cal-OSHA.

The depth of trench, bracing, and shoring is determined based on the estimated vertical measurement of the existing ground elevation to the invert of the sewer main or manhole to be constructed within the respective trench.

Horizontal strutting below the barrel of a pipe and the use of pipe as support is not acceptable. The Contractor shall submit to the City information required by Section 6705 of the California State Labor Code. The construction of sheeting, shoring, and bracing shall not disturb the state of soil adjacent to the trench and below excavation bottom. Trench sheeting below the top of a pipe shall be left in place. Trench excavation shall not be started until the design for trench support is approved by the City.

**306-5 DEWATERING.** To the "GREENBOOK", ADD the following:

Dewatering shall comply with Section 3-12.6.4, and 3-12.8 of the GREENBOOK/WHITEBOOK, and Project Plans.

See the Geotechnical Investigation in Section 3-9 of the Supplementary Special Provisions for more information related to groundwater levels. This information is to be used for reference only. Contractor shall make his own judgement regarding the transmissivity of the ground to convey groundwater unto open excavations. Contractor's bid price for groundwater dewatering shall be deemed by the City to cover all costs associated with groundwater dewatering (including pre-treatment) regardless of the actual depth to groundwater and regardless of the actual volume of groundwater that is pumped and disposed of.

**ADD:**  
**306-8.3.4 Steel Pipe Field Quality Control.**

<b>ITEM</b>	<b>TEST FOR</b>	<b>TEST STANDARD (ASTM OR OTHER TEST STANDARD)</b>	<b>FREQUENCY</b>	<b>FIRST TEST PAID FOR BY</b>	<b>RETESTS PAID FOR BY</b>
Steel Pipe Fillet Welds and Lap Welds	Field Welding of Joints on Pipe Interior (Magnetic Particle Test)	AWWA C206 Section 5.2 and AWS D1.1 Upon test completion remove and flush all non NSF61- Compliant Materials from Pipe Interior	All interior steel pipe single-welded joints	Contractor	Contractor
	Field Inspection of Interior Welds	Visual Inspection per AWWA C206 Section 5.1 and Video-Camera Record of Pipe Interior Welding by Independent City-Accepted Inspection Agency. Verify absence of sharp edges, weld spatters, and burrs	All interior steel pipe single-welded joints	Contractor	Contractor
Steel Pipe Butt Welds	Radiograph Inspection of Butt Welds	AWS D1.1	All stainless steel pipe butt welds in pipe 20" or larger	Contractor	Contractor
	Magnetic Particle Test	AWWA C206 Section 5.2 and AWS D1.1 Upon test completion remove and flush all non NSF61- Compliant Materials from Pipe Interior	All steel pipe butt-welded joints not x-ray tested	Contractor	Contractor

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
	Ultrasonic Test (Alternate to Magnetic Particle Test)	AWWA C206 Section 5.2 and AWS D1.1	All steel pipe butt-welded joints not x-ray tested	Contractor	Contractor
	Field Inspection	Visual Inspection of Pipe Interior Welds per AWWA C206 Section 5.1. Verify absence of sharp edges, weld spatters, and burrs	All steel pipe butt-welded joints	City	City
Installed Steel Pipe	Cement-Mortar Lining of Joints	AWWA C602 Section 5.3 CCTV inspection of interior of finished installation	1 inspection of all steel pipe joints	Contractor	Contractor
	Hydrostatic Test	Section 306-8.9.2.	All steel pipe	Contractor	Contractor
	Disinfection	Section 306-8.9.4.3 and AWWA C651.	All steel potable water pipe	Contractor	Contractor
	Anchorage and Support of Exposed Pipe	Visual inspection of finished installation. Support per UPC Table 3-1 and 3-2	1 inspection	City	City
	Installation & Leakage	Visual inspection of exterior of finished installation. No visible leaks	1 inspection	City	City
	11-month Warranty Inspection	Demonstrate compliance to Contract Documents and Manufacturer's printed literature	1 test	City	Contractor

**306-8.3.5 Pipe Protection.**

At all times when pipe laying is not in progress, close open end of pipe with tight-fitting cap or plug to prevent entrance of foreign matter. These provisions shall apply during

off hours as well as overnight. In no event shall pipeline be used as a drain for removing water which has infiltrated into trench. Contractor shall maintain inside of pipe free from foreign materials and in a clean and sanitary condition until acceptance by CITY'S Representative.

**306-8.9.2.1 General.** To the "GREENBOOK", ADD the following:

Welded steel pipe shall have a test pressure of 250 psi.

**306-12.1 General.** To the "GREENBOOK", ADD the following:

Backfill should be placed in uniform lifts not exceeding 8 inches in loose thickness.

**ADD:**

**306-13.8 Trench Resurfacing for Areas Requiring Revegetation, Erosion Control, and other than Asphalt/Concrete Paving.**

The contractor shall be responsible for coordinating trench resurfacing with the revegetation plans, contractor limits of work as indicted in Appendix O, and Section 802 of the Whitebook. Prior to any excavation, vegetation shall be removed, and the top 8-inches of topsoil shall be removed and stored. Storage shall be confined to the limits of work.

Compaction withing re-vegetation areas shall not exceed 70 % standard proctor within the top 8 inches. Backfill shall meet 90% minimum relative compaction up to the topsoil.

Replace topsoil after completion of backfilling, compaction and site grading. With the exception of permanent access roads and structures, replace topsoil in the same areas and to the same depth from where the topsoil was originally removed.

Spread the salvaged topsoil over all specified areas at a uniform depth. Unify the topsoil with surface soils by scarifying the compacted surface to a depth of 8 inches. Do no operate equipment on or otherwise recompact scarified surfaces.

Grade the construction disturbed work area to the contours of the original ground and match the adjacent undisturbed ground. Make surfaces free of all cleared vegetation, rubbish, and other construction wastes. Dispose of all excess excavation, surface rocks and spoil.

**306-15 PAYMENT.** To the "GREENBOOK", ADD the following:

1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work as included in **Appendix T - Standard Drawings.**

**306-15.1 General.** To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n) Permanent resurfacing. See **306-1 General** for permanent pavement restoration requirements as included in **Appendix T - Standard Drawings.**

To the "WHITEBOOK", ADD the following:

3. Main trail clearing, erosion control, retaining wall improvement and minor grading and repairs.

4. Replacement or Installation of New Pipe.

The depth of sewer main shall be determined based on estimated vertical measurement from the existing ground elevation to the invert of the sewer main at the same location.

The unit price paid per linear foot shown in the bid schedule for installation of new pipe with varying materials, sizes, and at varying depths measured along the centerline of the pipe shall include full compensation for furnishing and installing the pipe, including all the work involved:

- a) All wyes, bends, couplings, connections to existing manholes and facilities
- b) Removal of interfering portions of existing pipelines, sewers, storm drains, and improvements
- c) Closing or removing of abandoned conduit and structures
- d) Trench excavation including crushed rock bedding and filter fabric
- e) Disposal of excess excavation
- f) Control of surface waters
- g) Preparation of subgrade
- h) Placing and joining pipe
- i) Erection and removal of forms
- j) Reinforcing steel
- k) All Pipeline testing including pressure testing City Supplement "2021 WHITEBOOK"
- l) Disinfection sample collection and delivery
- m) Backfilling the trench, trench compaction, and testing (including video inspection)
- n) All temporary resurfacing
- o) Permanent resurfacing includes recontouring and grading disturbed construction area to original contours affected by construction. Permanent resurfacing also includes removal, storage, and restoring topsoil to original contours. Reconstruction of Access Path and Manhole Access Paths.
- p) Trench shoring and plans, excluding engineered shoring and engineered shoring plans
- q) Connections to existing sewer system and tie-in, cut & plug, and required Coordination
- r) Subsurface Utility location/Potholing
- s) Removal and disposal of existing sewer pipe and manhole interfering with the proposed pipe installation
- t) Cut-off walls associated with the sewer main installation
- u) Removal, saw cutting, and replacement of interfering improvements, pavements, fencing, railing, bollards, curb and gutter, cross gutters, sidewalk, and concrete flat work.

v) Utility Company Coordination and Utility Relocations.

All other Work necessary to install the pipe or conduit, complete in-place unless a specific bid item is provided.

The unit price paid per linear foot shown in the bid schedule for installation of **“Sewer Main with Steel Casing”** with varying materials, and sizes, and various locations shall include full compensation for furnishing and installing the sewer main as described in Payment Section 306.15.1, General including all the work for steel casing installation. The bid item for **“Sewer Main with Steel Casing”** shall include payment for all items listed in Section 306.15.1, General. In addition to all costs for installing PVC **“Sewer Main”** the Payment item shall include all work for steel casing as noted on the plans and specifications including all labor, materials, welding, grouting, testing and inspection, incidentals and coordination for a complete system.

5. The unit price paid per linear foot shown in the bid schedule for installation of **“CMLC & TC Water Main (16-inch), VAR, Test Stations, and Appurtenances”** shall include the payment for pipe and conduit work and the following:

- a) All wyes, tees, bends, monolithic catch basin connections, air release and blow-off assemblies, cathodic protection test stations, specials as shown on the Plans, and appurtenances
- b) Removal of interfering portions of existing pipelines, sewers, storm drains, and improvements
- c) Closing or removing of abandoned conduit and structures
- d) Trench excavation including bedding and filter fabric
- e) Disposal of excess excavation
- f) Control of surface waters
- g) Preparation of subgrade
- h) Placing and joining pipe
- i) Subsurface Utility location/Potholing
- j) Reinforcing steel
- k) Pressure testing City Supplement (Rev. 2018) Page 304 THE “WHITEBOOK”
- l) Disinfection sample collection and delivery
- m) Backfilling the trench
- n) Temporary resurfacing
- o) Trench shoring and plans, excluding engineered shoring and engineered shoring plans
- p) All other Work necessary to install the pipe or conduit, complete in-place unless a specific bid item is provided.



- 306-15.6 Hydrants.** To the "WHITEBOOK", ADD the following:
5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
  6. See **306-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.
- 306-15.7 Buried Structures.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- 306-15.7 Buried Structures.** To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:
- The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See **306-1 General** for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place as included in **Appendix T – Standard Drawings**.
- 306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:
10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See **306-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.
- 306-15.9 Temporary Resurfacing.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- Payment for temporary resurfacing will be made at the Contract Unit Price Per "Sewer Main" and other related work. No separate compensation will be provided for Temporary Resurfacing.
- 306-16.6 Payment.** To the "WHITEBOOK", ADD the following:
6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
    - a) See **306-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.
- 306-17.2 Payment.** To the "WHITEBOOK", ADD the following:
12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

13. See **306-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

### **SECTION 307 – JACKING AND TUNNELING**

**307-1 JACKING OPERATIONS.** To the “GREENBOOK”, ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - f) SDG-105, “Pavement Restoration General Notes”
  - g) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
  - h) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
  - i) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
  - j) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”

**307-1.1 General.** To the “GREENBOOK” ADD the following:

The trenchless construction method for each operation, as shown on the approved plans, shall be the Contractor’s option. Accordingly, this section will apply should Contractor choose Jacking and Tunneling.

The Contractor will be responsible for submitting means and methods for pipe installation to City for approval and obtaining the final approved permit necessary to perform the work, which shall include OSHA tunneling permits and disposal permits for each operation as required. The Underground Tunnel Classifications are provided in Appendix S.

The Contractor shall provide all labor, equipment, materials, and incidentals to tunneling operations. The Contractor shall be responsible for the selection of the “tunneling method”, at the approval of all applicable jurisdictions and the City.

See Biological Technical Report for soil information as well as discussions, tables, and references related to trenchless installation as part of the Geotechnical Investigation by Terracosta.

The terms ‘shaft’ and ‘pit’, as well as, ‘jacking’ and ‘launch’, are intended to be used interchangeably, and can be interpreted as the same thing.

The Contractor must submit plans for each trenchless operation/setup, including the following:

1. The tunneling method, size and shape of jacking and receiving shafts, shoring design plans, thrust block design, including structural calculations signed and stamped by CA registered professional engineer, and shaft backfill and shoring removal method.
2. Layout, access and dimensions of work site, depth and dimensions of launching and receiving pits; including jacking equipment within the pit/shaft and aboveground equipment at each location. The areas provided in the construction plans are approximate areas available to the contractor only and shown schematically. Laydown area is provided in the Construction Limits of Work and Site Access Exhibits, as shown in **Appendix O**.
3. Grade and alignment controls, and design of the navigation system including operating parameters, monitoring recording and QA/QC requirements. Manufacturer's specifications, manuals, and any drawings of the navigation system.
4. Estimated daily volume of spoils generated and means and methods for field measurement and verification. Upon completion of the tunneling, Contractor shall provide a Boring Record stamped by a California registered professional engineer.
5. Casing pipe size and material for each operation, including design, layout and material for grout and grout port locations for pressure grouting the outside diameter immediately after the casing had been bored in place.
6. Ground surface and subsurface settlement monitoring program plan.
7. Dewatering plan, as applicable for each operation.
8. Traffic control plan and pedestrian safety plan, as applicable for each operation.
9. Schedule for each operation, including but not limited to excavation, casing and carrier pipe installation, and backfill operations.
10. No less than 21-calendar days prior to planned mobilization of personnel and equipment for jack and bore operations, Contractor shall verify with the Construction Manager and submit written documentation that all permits, State Tunneling Permits, and other applicable Tunneling Permits have been obtained and are in good standing.
11. Carrier Pipe Installation Plan, description of procedure, including casing spacers as applicable, and methods for grouting installation for filling the annular space between the casing and carrier pipe. Methods and procedures for protecting the carrier pipe during annular space filling shall be identified, including PVC pipe protection measures for heat of hydration, as applicable.
12. Contingency Plans: Submit a proposed contingency plan for potential situations that may occur during tunneling operations, including but not limited to, the following scenarios:
  - A. Ground improvement plans when required at portals and/or behind thrust block/reaction wall due to weak and unstable soil conditions.

- B. Obstruction removal plan.
- C. Tunneling operations cause settlement or heave beyond the maximum allowable tolerance. A comprehensive plan should be provided describing specific actions that will be taken to ensure that roadway safety is not compromised and that the roadway is refurbished, in accordance with City standard requirements.
- D. The inflow of surface or groundwater exceeds the allowable inflow during shaft penetrations.

The Contractor must submit documentation that meet the following qualifications:

1. Tunneling Contractor shall have a valid California Contractor's Class "A" license and a minimum of (10) ten years of experience in the installation of pipelines using jack and bore, and/or auger boring, as the method of installation.
2. Tunneling equipment shall be operated only by technicians who individually have a minimum of five (5)-years of experience in jack and bore operations for steel casing, and have a minimum of one pipeline project in bedrock constructed and completed, with a minimum of 200 L.F. of installed pipe minimum 30-inch in diameter using the jack and bore method of installation. The technician's experience shall be documented in the jack and bore submittal.
3. Jack and bore installation shall be led only by a superintendent who has a minimum of ten (10) years of experience, and have a minimum of one pipeline project in bedrock constructed and completed, with a minimum of 200 LF of installed pipe minimum 30-inch in diameter using the selected method of installation. The superintendent's experience shall be documented in the jack and bore submittal.

Contractor shall fully investigate existing conditions prior to commencing excavation or pipeline installation. Subsurface conditions are described in the Soils Report. Additional subsurface investigations may be provided by Contractor at no additional cost to City.

Additional Requirements:

Joints: All joints of the carrier pipe within the casing shall be per approved plans in accordance with the manufacturer's recommendations.

Carrier Pipe Support: The Contractor shall position casing spacers or wood skids to prevent excessive sag, bending and shear stresses in the piping in accordance with the manufacturer's recommendations.

Carrier Pipe and Testing of the Pipe: Contractor shall take measures necessary to protect the PVC carrier pipe against heat of hydration during filling of the annular space. Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe. Hydrostatic testing shall be performed in accordance with manufacturer's recommendations and specifications.

Carrier Pipe Tolerance: Allowable grade deviations in horizontal and vertical alignments of the carrier pipe shall be zero "0".

Casing Pipe: The casing pipe shall be at a minimum ASTM A283, Grade C or ASTM A36 steel and shall comply with requirements in SSPWC 207-24.

The Contractor may select a greater casing diameter or thickness for the method of Work and loading involved, site conditions, and possible interferences at no additional cost to the City.

Driving ends of steel shall be properly protected using jacking head and steel casing and shall be jacked true to grade and alignment shown on Plans with allowable maximum deviation in grade of  $\pm 1$  inch at the ends of each segment of jacked steel casing and with an allowable maximum horizontal deviation in alignment of 0.50 feet at the ends of each segment of jacked steel casing.

Jacking and Receiving Pits: The excavations for the boring or jacking operations shall be adequately shored to safeguard existing substructures, roadways, and surface improvements and to ensure against ground movement in the vicinity of the jack supports. Contractor shall be responsible for providing Shoring systems, including design plans and calculations stamped by a CA registered professional engineer, and must be approved by the City. Water control measures shall be provided in accordance with the requirements specified in 306-5 Dewatering. Launching and receiving shafts have been sited and shown diagrammatically on the Plans with general consideration to underground utility conflicts, construction work area limits in Appendix O and the Biological Technical Report, right of way limits, environmental constraints, all without warranting that such siting and diagrammatic sizing has mitigated conflicts with existing facilities or optimized the selected means and methods for construction. The Contractor shall determine the exact size and configuration of the shafts to satisfy its selected means and methods, access to the site and work, and existing site conditions.

Jacking and receiving pits shall be provided in such manner as to provide safe working conditions and to protect any adjacent facilities or structures in accordance with all CAL/OSHA safety requirements. Sheet piling shall be adequate to withstand added loads and vibrations due to traffic.

After jacking equipment and excavated materials from boring and jacking operations have been removed from the jacking and receiving pits, the CONTRACTOR shall prepare the bottom of the pits as a pipe foundation. All loose and disturbed materials below pipe grade shall be removed to undisturbed earth and shall be filled and re-compacted.

**307-1.7**      **Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1.      Payment for tunneling installation via jack and bore of new sewer main shall be paid for as bid items per lineal foot of pipe. The unit price paid as shown in the bid schedule for installation of "**TUNNELING: PVC Sewer Main with Steel Casing**" shall include full compensation for furnishing, installing, and testing the PVC sanitary sewer pipe complete in place, as discussed herein in

accordance with the Contract Documents and Manufacturer's requirements including, all labor, tools, material, equipment, compliance with applicable construction and safety codes and standards, and all other work required for tunneling operations complete in place, including monitoring and inspection, site coordination and access, tunnel permitting, furnishing and installing casing pipe and carrier pipe, filling annular space, spoils offhaul, couplings, fittings, jointing materials, utility company coordination. Payment based on approved schedule of values submitted at preconstruction meeting.

2. Payment for launch shaft installation shall be paid for as bid items per each shaft. The unit price paid per each shown in the bid schedule for installation of the **"Launching Pit"** shall include full compensation for furnishing, installing, and testing complete in place, as discussed herein in accordance with the Contract Documents including, all labor, tools, material, equipment and all other work required for the launch shaft installation, monitoring and inspection, permitting, trenching, shoring design plans, thrust block design and calculations, furnishing and installing of jacking pit, shoring and excavation work for pits, dewatering, site coordination and access, protection of existing utilities, spoils offhaul, furnishing and installing all pipe, couplings, fittings, jointing materials, pipe embedment, compaction, backfill, pavement and surface restoration, including curb, gutter, sidewalk, ac pavement, utility company coordination. Payment based on approved schedule of values submitted at preconstruction meeting.
3. Payment for receiving shaft installation shall be paid for as bid items per each shaft. The unit price paid per lump sum shown in the bid schedule for installation of the **"Receiving Pit"** shall include full compensation for furnishing, installing, and testing complete in place, as discussed herein in accordance with the Contract Documents including, all labor, tools, material, equipment and all other work required for the receiving shaft installation, monitoring and inspection, permitting, trenching, shoring design plans and calculations, furnishing and installing of receiving pit, shoring and excavation work for pits, dewatering, site coordination and access, protection of existing utilities, spoils offhaul, furnishing and installing all pipe, couplings, fittings, jointing materials, pipe embedment, compaction, backfill, pavement and surface restoration, including curb, gutter, sidewalk, ac pavement, utility company coordination. Payment based on approved schedule of values submitted at preconstruction meeting.
4. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work as included in **Appendix T - Standard Drawings**.
5. See **307-1 JACKING OPERATIONS** for permanent resurfacing requirements as included in **Appendix T - Standard Drawings**.

## SECTION 308 – MICROTUNNELING

308-1

**GENERAL.** To the “GREENBOOK”, ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - a) SDG-105, “Pavement Restoration General Notes”
  - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
  - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
  - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
  - e) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”
2. The trenchless construction method for each operation, as shown on the approved plans, shall be the Contractor’s option. Accordingly, this section will apply should Contractor choose Microtunneling.

The Contractor will be responsible for submitting means and methods for pipe installation to City for approval and obtaining the final approved permit necessary to perform the work, which shall include OSHA tunneling permits for each operation as required. The Underground Tunnel Classifications are provided in **Appendix S**.

The Contractor shall provide all labor, equipment, materials, and incidentals to tunneling operations. The Contractor shall be responsible for the selection of the “tunneling method”, at the approval of all applicable jurisdictions and the City.

See Geotechnical Investigation report for soil information as well as discussions, recommendations, tables, and references related to trenchless installation as part of the Geotechnical Investigation by Terracosta.

The terms ‘shaft’ and ‘pit’, as well as, ‘jacking’ and ‘launch’, are intended to be used interchangeably, and can be interpreted as the same thing.

The Contractor must submit plans for each trenchless operation/setup, including the following:

- a) The tunneling method, size and shape of jacking and receiving shafts, shoring design plans, thrust block design, including structural calculations signed and stamped by CA registered professional engineer, and shaft backfill and shoring removal method.

- b) Layout, access and dimensions of work site, depth and dimensions of launching and receiving shafts; including jacking equipment within the pit/shaft and aboveground equipment at each location. The areas provided in the construction plans are approximate areas available to the contractor only and shown schematically. Laydown area is provided in **Appendix O – Construction Limits of Work and Site Access Exhibits**.
- c) Grade and alignment controls, and design of the navigation system including operating parameters, monitoring recording and QA/QC requirements. Manufacturer’s specifications, manuals, and any drawings of the navigation system.
- d) Estimated daily volume of spoils generated and means and methods for field measurement and verification. Upon completion of the tunneling, Contractor shall provide a Boring Record stamped by a California registered professional engineer.
- e) Casing pipe size and material for each operation, including design, layout and material for grout and grout port locations for pressure grouting the outside diameter immediately after the casing had been installed in place.
- f) Ground surface and subsurface settlement monitoring program plan.
- g) Dewatering plan, as applicable for each operation.
- h) Traffic control plan and pedestrian safety plan, as applicable for each operation.
- i) Schedule for each operation, including but not limited to excavation, casing and carrier pipe installation, and backfill operations.
- j) Methods for launch and retrieval of the Microtunnel Boring Machine (MTBM) including any modifications to the shaft. Additionally, describe procedures that will be used to confirm entry and exit portals are stable, prior to launch and retrieval of the MTBM.
- k) No less than 21-calendar days prior to planned mobilization of personnel and equipment for tunneling operations, Contractor shall verify with the Construction Manager and submit written documentation that all permits, State Tunneling Permits, and other applicable Tunneling Permits have been obtained and are in good standing.
- l) Carrier Pipe Installation Plan, description of procedure, including casing spacers as applicable, and methods for grouting installation for filling the annular space between the casing and carrier pipe. Methods and procedures for protecting the carrier pipe during annular space filling shall be identified, including PVC pipe protection measures for heat of hydration, as applicable.



- m) Contingency Plans: Submit a proposed contingency plan for potential situations that may occur during tunneling operations, including but not limited to, the following scenarios:
  - A. Ground improvement plans when required at portals and/or behind thrust block/reaction wall due to weak and unstable soil conditions.
  - B. Obstruction removal plan.
  - C. MTBM retrieval or pull back system for a distance up to 300 feet from the launching shaft, including recovery of all installed pipe. Allow backfill grout/slurry to be discharged through MTBM cutterhead to fill in the abandoned tunnel during the pullback of the MTBM equipment.
  - D. Spoils do not settle/separate with the equipment on site.
  - E. Tunneling operations cause settlement or heave beyond the maximum allowable tolerance. A comprehensive plan should be provided describing specific actions that will be taken to ensure that roadway safety is not compromised and that the roadway is refurbished, in accordance with City standard requirements.
  - F. The target laser is distorted by heat and/or humidity or has been knocked out of alignment. The Contractor shall describe which operational parameters are observed/measured/recorded so that it can be determined if the above are occurring or have just occurred.
  - G. The jacking pressures start to move up rapidly and reasonable concern exists for completing jacking operations to the reception shaft.
  - H. The inflow of surface or groundwater exceeds the allowable inflow during shaft penetrations.

3. The Contractor must submit documentation that meet the following qualifications:

- a) Tunneling Contractor shall have a valid California Contractor's Class "A" license and has prior experience in the installation of pipelines using microtunneling methods of installation.
- b) Tunneling equipment shall be operated by technicians who individually have prior experience in microtunneling operations, and projects with minimum 30-inch in diameter using microtunneling methods of installation. The technician's experience shall be documented in the submittal.
- c) Jack and bore installation shall be led only by a superintendent who has past experience in pipeline project with minimum 30-inch in

diameter using the selected method of installation. The superintendent's experience shall be documented in the submittal.

4. Contractor shall fully investigate existing conditions prior to commencing excavation or pipeline installation. Subsurface conditions are described in the Soils Report. Additional subsurface investigations may be provided by Contractor at no additional cost to City.

Portions of excavation may be below groundwater table and in cohesionless soils. Provide necessary groundwater control measures at site to perform Work, to provide safe working conditions, and to prevent flowing or standing water in excavation during tunneling operations. Dewatering shall be limited to shaft area. Groundwater inflow into tunnel shafts shall be minimized.

- a) Use educators, well pointing, deep well pumping, or other means to remove water and to achieve stable conditions.
- b) Control groundwater flow into shafts to provide adequate working condition in shafts. Provide sump pump in shaft to pump out any minor groundwater flows. Provide backup sump pumps.
- c) When microtunneling is stopped at completion of a shift or for periods of time in excess of 12 hours, install pipe plug or bulkhead in pipeline to prevent flooding of machine. Pipe plug shall be rated to withstand full hydrostatic loading conditions.
- d) If educators, well points, or deep wells are used, space them adequately to provide necessary groundwater control. Use sand packing and other means to prevent pumping of fine sands or silts from subsurface and to minimize ground subsidence. Ensure subsurface soils are not being removed by dewatering operation or subsurface drainage into shafts.
- e) Maintain sufficient pumping equipment and other machinery available at site to permit continuous dewatering.
- f) Dewatering system shall remain in operation until microtunneling operation has been completed, pipe is installed, and tunnel shafts have been backfilled.
- g) Pre-grout faces at tunnel shafts to stabilize weak, running soils. Improve ground to extent ground remains stable without soil or water movement while machine is being launched or received into shaft. Suitable ground improvements for all shaft types except caissons shall be confirmed by progressive steps identified below:
  - a. After improving ground sufficiently outside shaft seal, demonstrate suitability of improvements by cutting 2" diameter hole in shoring wall near center of bore. If movement of soil or water is visible, seal demonstration hole and further improve ground until ready to repeat demonstration step.

- b. After successful completion of first demonstration step, demonstrate suitability of ground improvements by cutting 12" diameter hole in shoring wall at location of previous demonstration hole. If no movement of soils or water is visible, progress to next demonstration step. If soil or water movement is visible, seal demonstration hole and further improve ground until ready to repeat demonstration step.
- c. After successful completion of first 2 demonstration steps, and if Contractor believes ground improvements are sufficient, proceed with remainder of shaft wall penetration procedures.
- d. Do not cut reception shaft wall until machine has arrived to allow MTBM to enter.
- e. Install launch seal as necessary to prevent groundwater or lubrication inflow from entering launch pit during tunneling operations.

Additional Requirements:

Joints: All joints of the carrier pipe within the casing shall be per approved plans in accordance with the manufacturer's recommendations.

Carrier Pipe Support: The Contractor shall position casing spacers or wood skids to prevent excessive sag, bending and shear stresses in the piping in accordance with the manufacturer's recommendations.

Carrier Pipe and Testing of the Pipe: Contractor shall take measures necessary to protect the PVC carrier pipe against heat of hydration during filling of the annular space. Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe. Hydrostatic testing shall be performed in accordance with manufacturer's recommendations and specifications.

Carrier Pipe Tolerance: Allowable grade deviations in horizontal and vertical alignments of the carrier pipe shall be zero "0".

Casing Pipe: The casing pipe shall be at a minimum ASTM A283, Grade C or ASTM A36 steel and shall comply with requirements in SSPWC 207-24.

The Contractor may select a greater casing diameter or thickness for the method of Work and loading involved, site conditions, and possible interferences at no additional cost to the City.

Driving ends of steel shall be properly protected and steel casing and shall be installed true to grade and alignment shown on Plans with allowable maximum deviation in grade of 0.25 feet per 100 feet of jacked steel casing and with an allowable maximum deviation in alignment of 0.50 feet per 100 feet of jacked steel casing.

Launch and Receiving Shafts: The excavations for the microtunnel operations shall be adequately shored to safeguard existing substructures, roadways, and surface improvements and to ensure against ground movement in the vicinity of the jack

supports. Contractor shall be responsible for providing Shoring systems, including design plans and calculations stamped by a CA registered professional engineer, and must be approved by the City. Water control measures shall be provided in accordance with the requirements specified in 306-5 Dewatering. Launching and receiving shafts have been sited and shown diagrammatically on the Plans with general consideration to overhead and underground utility conflicts, right of way limits, environmental constraints, and traffic impacts; all without warranting that such siting and diagrammatic sizing has mitigated conflicts with existing facilities or optimized the selected means and methods for construction. The Contractor shall determine the exact size and configuration of the shafts to satisfy its selected means and methods, access to the site and work, and existing site conditions.

Launching and receiving pits shall be provided in such manner as to provide safe working conditions and to protect any adjacent facilities or structures in accordance with all CAL/OSHA safety requirements. Sheet piling shall be adequate to withstand added loads and vibrations due to traffic.

After tunneling equipment and excavated materials from microtunneling operations have been removed from the launch and receiving shafts, the CONTRACTOR shall prepare the bottom of the shafts as a pipe foundation. All loose and disturbed materials below pipe grade shall be removed to undisturbed earth and shall be filled and re-compacted.

**308-10 RESTORATION OF SURFACE IMPROVEMENTS.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section **308-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

**308-12 Payment.** To the WHITEBOOK" DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for tunneling installation via microtunneling of new sewer main shall be paid for as bid items per lineal foot of pipe. The unit price paid as shown in the bid schedule for installation of "**TUNNELING: PVC Sewer Main with Steel Casing**" shall include full compensation for furnishing, installing, and testing the PVC sanitary sewer pipe complete in place, as discussed herein in accordance with the Contract Documents and Manufacture's requirements including, all labor, tools, material, equipment, compliance with applicable construction and safety codes and standards, and all other work required for tunneling operations complete in place, including but not limited to; monitoring and inspection, tunnel permitting, furnishing and installing casing pipe and carrier pipe, filling annular space, spoils offhaul, couplings, fittings, jointing materials, utility company coordination site coordination and access, and all incidentals, Payment based on approved schedule of values submitted at preconstruction meeting.
2. Payment for launch shaft installation shall be paid for as bid items per each shaft. The unit price paid per each shown in the bid schedule for installation of the "**Launching Pit**" shall include full compensation for furnishing, installing, and testing complete in place, as discussed herein in accordance with the Contract Documents including, all labor, tools, material, equipment

and all other work required for the launch shaft installation, monitoring and inspection, permitting, trenching, shoring design plans, thrust block design and calculations, furnishing and installing of jacking pit, shoring and excavation work for pits, dewatering, site coordination and access, protection of existing utilities, spoils offhaul, furnishing and installing all pipe, couplings, fittings, jointing materials, pipe embedment, compaction, backfill, pavement and surface restoration, including curb, gutter, sidewalk, ac pavement, utility company coordination. Payment based on approved schedule of values submitted at preconstruction meeting.

3. Payment for receiving shaft installation shall be paid for as bids item per each shaft. The unit price paid per lump sum shown in the bid schedule for installation of the **"Receiving Pit"** shall include full compensation for furnishing, installing, and testing complete in place, as discussed herein in accordance with the Contract Documents including, all labor, tools, material, equipment and all other work required for the receiving shaft installation, monitoring and inspection, permitting, trenching, shoring design plans and calculations, furnishing and installing of receiving pit, shoring and excavation work for pits, dewatering, site coordination and access, protection of existing utilities, spoils offhaul, furnishing and installing all pipe, couplings, fittings, jointing materials, pipe embedment, compaction, backfill, pavement and surface restoration, including curb, gutter, sidewalk, ac pavement, utility company coordination. Payment based on approved schedule of values submitted at preconstruction meeting.
4. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "Sewer Main by Microtunneling with Steel Casing" as included in **Appendix T - Standard Drawings**.

### **SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING**

#### **315 - 1**

**GENERAL.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T - Standard Drawings**.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**315-14 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

3. See Section **315-1 GENERAL** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

**SECTION 316 – PIPE BURSTING**

**316 - 1 GENERAL.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**316-9 MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

3. See Section **306-1 GENERAL** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

**SECTION 317 – PIPE FUSION**

**317-1 PIPE FUSION FOR SEWER MAINS.** To the "WHITEBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  2. SDG-105, "Pavement Restoration General Notes"
  3. SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  4. SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  5. SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  6. SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

- 317-1.10 Payment.** To the "WHITEBOOK", ADD the following:
2. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements as included in **Appendix T- Standard Drawings**.

- 317-2.12 Payment.** To the "WHITEBOOK", ADD the following:
3. See Section **317-1 PIPE FUSION FOR SEWER MAINS** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

#### **SECTION 400 - PROTECTION AND RESTORATION**

- 400-1 GENERAL.** To the "GREENBOOK", ADD the following:

The contractor shall restore the existing Access Path and Manhole Access Paths to original grade and condition where surface is rutted, damaged by equipment or heavy vehicle use, or where ground has settled due to the installation of the Work.

To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

#### **SECTION 401 – REMOVAL**

- 401-3.1 Concrete Pavement.** To the "WHITEBOOK", ADD the following:
4. See Section **400-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

- 401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections.** To the "WHITEBOOK", ADD the following:
7. See Section **400-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

#### **SECTION 402 – UTILITIES**

- 402-1.1 GENERAL.** To the "GREENBOOK", ADD the following:

The contractor shall physically locate subsurface installations and determine the vertical and horizontal location, alignment, depth, material, type, and size of each

surface installation at least 21 calendar days prior to start of construction but no later than 90 calendar days after the NTP. The contractor shall contact SDG&E to coordinate utility potholing associated with the high-pressure gas transmission main. SDG&E stand by personnel are required when potholing or digging within the gas easement. See Notes on Plans.

The Contractor shall notify the Engineer in writing immediately after identifying potential physical conflicts between existing subsurface installations and the Work in accordance to section 402-1.1.

To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section **400-1 General** for permanent resurfacing requirements as included in **Appendix T – Standard Drawings**.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within **10 Working Days** of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation" as included in **Appendix T – Standard Drawings**.

**402-6 COOPERATION.** To the "WHITEBOOK", 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).

**402-8 PAYMENT.** To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work as included in **Appendix T – Standard Drawings**.

#### **SECTION 404 – COLD MILLING**

**404-1 GENERAL.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or as shown on the Plans as included in **Appendix T – Standard Drawings**.



## SECTION 500 – PIPELINE REHABILITATION

### 500-1

**GENERAL.** To the “WHITEBOOK” Add the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - a) SDG-105, “Pavement Restoration General Notes”
  - b) SDG-107, “Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation”
  - c) SDG-108, “Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation”
  - d) SDG-117, “Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation”
  - e) SDG-118, “Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation”
6. Contractor shall furnish and install, between the limits shown on the plans or contract documents, a tight-fitting sewer rehabilitation liner. The allowed pipeline rehabilitation methods shall be as follows:
  - a. Cured-in-Place Pipe Liner (CIPP) shall conform to Section 500-5.5, “Cured-In-Place Pipe Liner”.
  - b. Spiral Wound Polyvinyl Chloride (PVC) Pipe Liner shall conform to Section 500-5.13, “Spiral Wound Polyvinyl Chloride (PVC) Pipe Liner”.
7. CCTV inspection videos of pipelines to be rehabilitated are available for reference from the City of San Diego upon request.
8. CCTV inspection reports are available in Appendix R
9. All equipment for pipeline rehabilitation work including cleaning and televising shall be staged from the access path.

### 500-3

#### **CLEANING AND PRELIMINARY INSPECTION.**

#### 500-3.1

**General.** To the “WHITEBOOK”, ADD the following:

2. It is the responsibility of the Contractor to clear the line of obstructions such as roots, debris, sedimentation, grease, and mineral deposits that will prevent or hinder the insertion of the liner installation. The Contractor shall remove all internal debris out of the sewer line that will interfere with the installation of liner. The debris and materials removed from the sewer line shall be disposed of by the Contractor. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damages to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor.

**500-4.7**

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

1. The point repair Work shall be measured and paid for in the Bid Item for each **"Point Repair for Existing Sewer Main"**. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See **500-1 General** for permanent pavement restoration requirements as included in **Appendix T - Standard Drawings**.

**500-5.5****Cured-In-Place Pipe (CIPP) Liner.****500-5.5.1**

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

3. It is the intent of this specification to provide for the reconstruction of pipeline by the installation of a epoxy or epoxy-vinyl-ester resin-impregnated flexible tube, which is tightly formed to the original pipe. The resin is cured using either hot water under hydrostatic pressure or steam pressure within the tube. The installer shall select the method of resin curing and submit to the City as a part of the submittal. The CIPP shall be continuous and tight fitting. The CIPP shall extend the full length of the original pipe and provide a structurally sound, jointless and water-tight pipe.

The Contractor is advised prior to selecting this method that careful consideration be given to water and power supply accessibility and access path limitations. The contractor is responsible for supplying all power, water, equipment, sewage by-passing dewatering, inspection, testing as indicted in the plans and specifications along with incidentals to provide a complete lined pipeline. No additional cost will be provided.

The Contractor shall verify pipe size and lengths prior to ordering the liner materials. The Contractor shall notify the Engineer in case that the actual size and length are different from these Contract Documents.

Prior to CIPP installation, a preliner shall be installed to help control resin loss and help prevent water infiltration during installation of the CIPP that could damage the resin. The tube shall be a reinforced plastic sheet formed into a tube sized to fit the host pipe being lined and shall be continuous from manhole to manhole. During thickness testing, the preliner tube shall be removed from the sample.

"Lining through" manholes and trimming CIPP liner after curing will be permitted by City.

Confirm locations of all active sewer lateral connections and/or direct "pipe to pipe" connections prior to installing and curing CIPP.

Cut any protruding lateral or "pipe to pipe" connections as part of lining preparation work.

Verify pipe is clean and pipe conditions are as necessary for installation of liner system.

The Contractor shall be careful in handling the tube not to cause any damage before and during the installation. The tube shall be stored in a place that prevents environmental degradation from temperature or ultraviolet exposure

The Contractor shall be responsible for repairing the pipeline where point repairs are identified on the Plans, in the Special Provisions or shown in the existing CCTV prior to any rehabilitation. Prior to lining, active infiltration with large flows of water shall be stopped by injecting chemical grout designed to stop large flows of water. Chemical grout shall be as specified, or approved equal.

**500-5.5.6 Curing.** To the "GREENBOOK", ADD the following:

After insertion is completed, apply suitable heat source with water recirculation or steam recirculation system capable of delivering heated curing agent uniformly throughout section to achieve consistent cure of resin. Curing temperatures and durations shall be as recommended by Manufacturer and accepted by Owner's Representative.

During the entire cure cycle (heat-up/cool-down) the temperature shall be monitored continuously with a system that will monitor the curing liner in increments no greater than 10' increments in order to verify an exotherm and that full cure has been achieved. Temperature curing data shall be taken from the bottom third of the pipe liner. Temperature parameters shall be provided by the resin manufacturer including an allowable range for proper curing. Temperature gauges shall also be installed in the following areas: incoming water supply, outgoing water supply, and between the impregnated tube and the pipe invert at lining termination points. Curing temperature data shall be provided to the Engineer with the post lining videos upon completion of the project. No pipe liners shall be installed or paid for which do not include this proper cure verification.

The minimum and maximum curing times, interface temperature between liner and tubes, and steam or water temperature, and pressures required to keep the liner tube inflated shall be as required by the liner manufacturer. This information shall be submitted for review prior to beginning the lining process. Obtain City Representative's initials on curing logs. Initial cure may be considered completed when exposed portions of flexible tube pipe take a hard set and temperatures are adequate, as recommended by Manufacturer.

**ADD:**

**500-5.5.10 Submittals.**

The Contractor shall submit the following items to the City for approval. The Work Plan, Sewage ByPass Plan, Replacement Plan, Discharge Plan, Engineering Calculations, Installation Instructions, within 90 calendar days after construction Notice to Proceed but no later than 60 days prior to starting the CIPP installation:

SUBMITTAL	DESCRIPTION
Shop Drawings	<b>CIPP:</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials. Provide written notification to Owner’s Representative detailing any discrepancies between information obtained in field and Plans.
	<b>Hydrophilic End Seals:</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials.
	<b>Lateral Seals (as applicable):</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials.
	Submit Manufacturer-recommended construction details not shown on Plans.
Work Plan	Submit work plan description, identifying number of setups (MH to MH), staging, and schedule for identifying lateral locations, liner insertion, resin saturation, resin curing and monitoring, pipe connection finishing, and restoration. Submit insertion and heating schedule/plan at least 30 Days in advance of each CIPP tube installation.
Sewage Bypass Plan	Submit bypassing plan, as needed to bypass sewer flow for CIPP liner installation.
Dewatering Plan	Submit dewatering plan, as needed to dewater groundwater infiltration for CIPP liner installation.
Replacement Plan	In the event CIPP liner fails to meet field testing requirements, Contractor shall promptly supply a plan to repair, remove, and/or replace failed CIPP liner.
Discharge Plan	Submit curing medium discharge plan compliant with state and local requirements. If waste discharge permit is required to dispose of curing medium, Contractor shall obtain and maintain said permit, at no additional compensation from the City.
Catalog Data	<p>Required per catalog data requirements.</p> <p>Submit information on fabric tube, flexible membrane (coating) material and resin.</p> <p>Submit information from resin manufacturer including specifications, characteristics, properties, and methods of application, including written certification resin is appropriate for intended application.</p> <p>Submit MSDS sheets for all materials furnished for project.</p>
Installation Instructions	Installation or application instruction requirements.
	Submit installation and setup procedures for CIPP liner including necessary equipment. Submit curing method and procedure. Include CIPP wet out area and procedure.
	Submit list and definition of defects in installed CIPP that will not affect operation and long-term life of product and will not require repair or patching.

SUBMITTAL	DESCRIPTION
	Submit list of procedures, equipment, and materials for patching and sealing host pipe for typical pipe damage (ie, eroded invert, collapsing pipe, leaking joints, jagged edges, etc).
Engineering Calculations	<p>Required for pipe to substantiate basis of design per engineering calculations requirements. See Section 500.1.1 minimum pipe thickness.</p> <ul style="list-style-type: none"> <li>• Assume groundwater at ground surface.</li> <li>• Assume fully deteriorated host pipe.</li> </ul>
Test Record Transcripts (By qualified independent third-party laboratory)	<p>Submit for field tests per test record transcript requirements to document:</p> <ul style="list-style-type: none"> <li>• Lining thickness</li> <li>• Initial Flexural Modulus (<math>E_i</math>) per ASTM D 790</li> <li>• Pipe stiffness per ASTM D 2412</li> <li>• Flexural strength</li> <li>• Long-term Flexural Modulus (<math>E_F</math>) to account for long-term plastic material "creep" per ASTM D 2990</li> <li>• Resin Chemical Corrosion Resistance per ASTM D 5813</li> </ul> <p>Submit certified copies of test reports on field-cured CIPP samples obtained during installation per ASTM F1216, Part 8.1 or ASTM F1743; and ASTM D5813. Test reports shall verify physical properties specified have been achieved in prior field applications.</p> <p>Submit certified copies of test reports on service connection epoxy sealant chemical corrosion resistance according to ASTM F1216</p> <p>Certified copies of delamination test results according to ASTM F 1216 – 8.4.</p>
CCTV Inspection	<p>Clean pipe and submit post-cleaning video inspection videos before beginning CIPP work per Specification 500-3.4.</p> <p>Submit post-lining video inspection reports and videos subsequent to Work as required in Specification 500-3.4.</p>
Warranty	<p><b>Furnish one-year warranty</b> from date of final acceptance.</p> <p>Warranty shall state: "The complete pipeline rehabilitation was performed properly. We (the Contractor and Manufacturer) warrant all material and workmanship for three years starting from day of Owner's final acceptance. Contractor and Manufacturer promise to provide prompt field response to Owner's request regarding any defect in pipeline rehabilitation.</p> <p>Warranty shall include such repairs or measures needed to remedy delamination of liner from host pipe that may occur or become evident due to tapping or pipe breakage from any cause during warranty period.</p>

**500-5.13 Spiral Wound Polyvinyl Chloride (PVC) Pipe Liner.**

**500-5.13.1 General.** To the "WHITEBOOK", ADD the following:

2. Should Contractor choose to rehabilitate the sewer pipelines using Spiral Wound PVC pipe liners, then this section will be applicable. The contractor shall install a tight fit PVC pipe liner against the existing VC pipe.

The Contractor is advised prior to selecting this method that careful consideration be given to water and power supply accessibility and access path limitations. The contractor is responsible for supplying all power, water, equipment, sewage by-passing dewatering, inspection, and testing as indicted in the plans and specifications along with incidentals to provide a complete lined pipeline. No additional cost will be provided

**ADD:**

**500-5.13.11 Submittals.**

The Contractor shall submit the following items to the City for approval prior to starting the installation.

The Work Plan, Sewage ByPass Plan, Replacement Plan, Discharge Plan, Engineering Calculations, Installation Instructions, within 90 calendar days after construction Notice to Proceed but no later than 60 days prior to starting the PVC liner installation work.

SUBMITTAL	DESCRIPTION
Shop Drawings	<b>Liner:</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials. Provide written notification to Owner’s Representative detailing any discrepancies between information obtained in field and Plans.
	<b>Hydrophilic End Seals:</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials.
	<b>Lateral Seals (as applicable):</b> Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials.
	Submit Manufacturer-recommended construction details not shown on Plans.
Work Plan	Submit work plan description, identifying number of setups (MH to MH), staging, and schedule for cleaning, televising, identifying lateral locations, liner insertion and monitoring, pipe expansion, pipe and lateral connections finishing, and restoration.
Dewatering/Bypass Plan	Submit bypassing plan, as needed to dewater/bypass groundwater infiltration for liner installation.
Sewage Bypass Plan	Submit bypassing plan to bypass sewer flow for PVC liner installation
Replacement Plan	In the event liner fails to meet field testing requirements, Contractor shall promptly supply a plan to repair, remove, and/or replace failed liner.

SUBMITTAL	DESCRIPTION
Catalog Data	Required per catalog data requirements. Submit information on liner material.
Installation Instructions	Installation or application instruction requirements.
	Submit installation and setup procedures for liner including necessary equipment.
	Submit list and definition of defects in installed liner that will not affect operation and long-term life of product and will not require repair or patching.
	Submit list of procedures, equipment, and materials for patching and sealing host pipe for typical pipe damage (ie, eroded invert, collapsing pipe, leaking joints, jagged edges, etc).
Engineering Calculations	Required for pipe to substantiate basis of design per engineering calculations requirements. <ul style="list-style-type: none"> <li>• Assume groundwater at ground surface.</li> <li>• Assume fully deteriorated host pipe.</li> </ul>
Test Record Transcripts (By qualified independent third-party laboratory)	Submit for field tests per test record transcript requirements to document: <ul style="list-style-type: none"> <li>• Lining thickness</li> <li>• Initial Flexural Modulus (E<sub>i</sub>) per ASTM D 790</li> <li>• Pipe stiffness per ASTM D 2412. Minimum Stiffness per Table 500-1,1A</li> <li>• Flexural strength</li> <li>• Long-term Flexural Modulus (E<sub>F</sub>) to account for long-term plastic material “creep” per ASTM D 2990</li> </ul>
	Submit certified copies of test reports on service connection epoxy sealant chemical corrosion resistance according to ASTM F1216
CCTV Inspection	Clean pipe and submit post-cleaning video inspection videos before beginning PVC Liner work per Specification 500-3.4.
	Submit post-lining video inspection reports and videos subsequent to Work as required in Specification 500-3.4.
Warranty	<b>Furnish one-year warranty</b> from date of final acceptance.
	Warranty shall include such repairs or measures needed to remedy failure of liner from host pipe that may occur or become evident due to tapping or pipe breakage from any cause during warranty period.
	Warranty shall state: “The complete pipeline rehabilitation was performed properly. We (the Contractor and Manufacturer) warrant all material and workmanship for three years starting from day of Owner’s final acceptance. Contractor and Manufacturer promise to provide prompt field response to Owner’s request regarding any defect in pipeline rehabilitation.

**500-6** **END SEALS.** To the “GREENBOOK”, ADD the following:

The pipe rehabilitation liner shall make a tight seal at manhole openings with no annular gaps nor visible leakage of groundwater. Contractor shall install **Hydrophilic End Seals** at all manhole penetrations prior to mainline rehabilitation. The end seals

must be composed of hydrophilic rubber and molded as a one-piece, 3-inch wide cylinder which when installed will form a 360 degree seal between the host pipe and the newly installed liner. The use of caulking, rope or band type of an end seal will not be allowed. Acceptable End Seals are Insignia™ End Seals by LMK Technologies, www.lmktechnologies.com (815) 433-1275, or pre-approved equal. Submit field verification notes: Field verify pipeline sizes and lengths prior to ordering liner materials.

**500-12**

**MEASUREMENT AND PAYMENT.** To the "WHITEBOOK", ADD the following:

6. The contract price paid per linear foot for "**Rehabilitate Sewer Main (15 inch)**" pipe rehabilitation shall include full compensation for furnishing all labor, materials, tools, power, water, equipment, and incidentals and for doing all the work involved in installation of the sewer pipe rehabilitation liner, complete in place, including video inspections/CCTV inspection and cleaning of existing sewer, utilities, and service laterals, protecting the environmental area, coordination of work on the access path, installing connection end seals, restoring site to the original condition, and any other related work for installing pipe rehab liner as shown on the project plans or specified herein as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payment for sewer bypass system or highline shall be paid for per the lump sum bid item for sewage bypassing.

Video inspections before and after rehabilitation in accordance to 306-18.7 shall be included in the contract price per linear foot of sewer pipe rehabilitation.

7. The cost for Biological Monitoring and revegetation in accordance to the project plans, specifications, and BTR along manholes 76, 344, 345, 306B, and 70 shall be paid in the Bid item "**Allowance for Revegetation Along Manholes 76, 344, 345, 306B, and 70**".

**ADD:**

**500-13**

**ACTIVE INFILTRATION ELIMINATION.**

Sealing to stop water infiltration at locations as indicated on the plans and CCTV inspection reports Appendix R shall be performed via internal chemical injection grouting using AV-100 chemical grout per Avanti or approved equal and in accordance with the following:

Chemical injection grout material shall be an ultra-low viscosity chemically reactive gel available as either granules or liquid. Having the same viscosity as water, AV-100 can permeate anywhere water can travel and cures within a controllable time frame anywhere from 5 seconds to ±10 hours. Once it cures, it creates an effective, long-lasting water barrier while providing superb soil stabilization.

Qualifications and Requirements

- Contractor installer shall have completed the required Safe Operating Practices Program (SOPP) per manufacturer's requirements.



- The work required herein relies substantially on Contractor-responsible means and methods for performing injection grouting. Augment and enhance the minimum design criteria specified herein as required to stop infiltration at each location.

Submittals and Installation

- Submit qualifications as described herein, prior to Pre- Construction Meeting.
- Submit grout material, equipment to be used, and methods for assuring that the targeted area has been fully grouted and the requirements for stopping infiltration has been achieved.
- Submit and follow the Technical Manual per grout manufacturer for injection grout installation, including all storage and handling requirements.
- Submit and follow all mixing instructions per manufacturer’s requirements.
- Submit and adhere to manufacturer’s safety and operating temperature requirements.
- Submit methods for assuring that grouting does not damage utilities.
- Submit means for closely monitoring the rate of grout take during grout injection.
- Ascertain the cause of sudden drops in grout injection pressures following initial start-up pressure adjustments. Continuously monitor adjacent paved and unpaved areas, storm drains and other utilities for grout leakage. In the event that grout leaks are observed, temporarily terminate injection and plug leaks before resuming grouting.
- If excessive grout take is experienced that is not attributable to leakage, change injection pressure, pumping rates, gel or setting times, or grout composition, subject to the acceptance of the City, to reduce grout use to acceptable levels.

Quality Control

- Pre-installation CCTV inspection shall be provided after cleaning to identify repair location.
- Post leak testing/CCTV inspection shall be conducted to ensure zero leakage.
- CCTV of the completed repair is submitted to the City.

**500-13.1 Payment.**

The payment for Pipeline Injection Grouting shall be included in the Bid item for **“Rehabilitate Sewer Main (15 Inch)”**. No separate compensation will be provided for pipeline injection grouting.

**SECTION 502 – MANHOLE AND STRUCTURE REHABILITATION**

**502-1 GENERAL.** To the “GREENBOOK”, ADD the following:

The rehabilitation of manholes on the approved plans, unless shown otherwise, shall use a polyurethane lining system. The lining material shall be a two-component, 100% solid, non-solvent hybrid polyurethane coating (no rigid epoxy coatings will be allowed) with a shore "D" hardness of 57 at 77 degrees Fahrenheit, such as Sancon

100 as manufactured by Sancon Engineering, Huntington Beach, CA, Zebron #386 as manufactured by Zebron Corporation, CA, Utilithane 1600 or equal. The material shall be the high-build type capable of application thickness, as specified, without runs or sags, and shall be capable of passing ASTM D-1737 for flexibility, using cylinder mandrel of 0.5 inch (12.7 millimeter). The flash point of the fluid mixture shall be 450 degrees Fahrenheit open Zahn cup.

**502-4 REPAIR, RESURFACING, AND ACTIVE INFILTRATION ELIMINATION.**

**502-4.2 Repair.** To the "GREENBOOK", ADD the following:

Cementitious repair resurfacing materials shall be used to fill large voids, smooth deteriorated surfaces and rebuild severely deteriorated concrete structures. Cementitious resurfacing and repair materials shall be hand or machine applied, with mortar having minimum 8,000 psi compression strength per ASTM C-109 at 28 days. All cementitious repair resurfacing materials shall be approved by the polyurethane coating manufacture and Engineer.

Primer and Lining Materials:

- A. A cement bonding agent/moisture vapor barrier shall be applied prior to application of cementitious repair resurfacing materials. The cement bonding agent/moisture vapor barrier agent shall be Simpson FX-752, Sikadur 32 Hi-Mod or equal products as approved by the polyurethane coating manufacture and Project Engineer. The use of the cement bonding agent/moisture vapor barrier is a requirement for this project.
- B. After complete application and cure of cementitious repair resurfacing materials, and prior to application of the Primer and Polyurethane Coating, the cured cementitious repair resurfacing materials shall be abrasive blasted per to NACE No.6/SSPC-SP-13, ASTM D4258, ASTM D-4259, to thoroughly clean the surface removing all contaminates, laitance and curing compounds. The Surface Profile of the cementitious resurfacing materials achieved during this final stage of surface preparation and prior to application of the Primer and Polyurethane Coating shall be a minimum ICRI CSP-4. Where Primer and Polyurethane Coating are to be applied over existing concrete surface(s) with no Cementitious repair resurfacing materials applied, surface perpetration shall be identical as instructed herein.

**502-4.4 Active Infiltration Elimination.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Curtain grouting manhole structures to stop water infiltration at locations shall be performed using AV-100 chemical grout per Avanti or approved equal. Grout port holes in structures shall be sealed with an epoxy coating per Raven AquataPoxy 190 or approved equal, and in accordance with the following:

NASSCO guidelines for curtain grouting include the following:

- Drill holes through the wall of the structure to the soil. Holes should be spaced equally around the entire structure, typically drilled 2-3 feet above, below and to the sides of the initial hole so that movement of the grout will be evident.

- Keep the tank and the hoses out of direct sunlight and away from heat to avoid pre-polymerization.
- Inject the grout at the appropriate ratio into the lowest injection hole.
- When material comes out of the nearby hole to the left or right, move to that hole and repeat process for all holes at the lowest level.
- Move up to the next row of holes and repeat.
- After all the holes are grouted, patch each one and finish with approved epoxy coating.

#### Qualifications and Requirements

- Contractor installer shall have completed the required Safe Operating Practices Program (SOPP) per manufacturer's requirements.
- The work required herein relies substantially on Contractor-responsible means and methods for performing curtain grouting of manholes. Augment and enhance the minimum design criteria specified herein as required to stop infiltration at each location.

#### Submittals and Installation

- Submit qualifications as described herein, prior to Pre-Construction Meeting.
- Submit grout material, equipment to be used, and methods for assuring that the targeted area has been fully grouted and the requirements for stopping infiltration has been achieved.
- Submit and follow the Technical Manual per grout manufacturer for injection grout installation, including all storage and handling requirements.
- Submit and follow all mixing instructions per manufacturer's requirements.
- Submit and adhere to manufacturer's safety and operating temperature requirements.
- Submit methods for assuring that grouting does not damage utilities.
- Submit means for closely monitoring the rate of grout take during grout injection.
  - Ascertain the cause of sudden drops in grout injection pressures following initial start-up pressure adjustments. Continuously monitor adjacent paved and unpaved areas, storm drains and other utilities for grout leakage. In the event that grout leaks are observed, temporarily terminate injection and plug leaks before resuming grouting.
  - If excessive grout take is experienced that is not attributable to leakage, change injection pressure, pumping rates, gel or setting times, or grout composition, subject to the acceptance of the City, to reduce grout use to acceptable levels.

#### Quality Control

- Confined space entry shall be provided by the Contractor along with all applicable certifications as required.
- Pre-installation CCTV inspection shall be provided after cleaning to identify repair location.

- Post leak testing/CCTV inspection shall be conducted to ensure zero leakage.
- CCTV of the completed repair is submitted to the City.

**502-6.1 General.** To the "GREENBOOK", ADD the following:

A representative of the lining manufacturer must be onsite at critical phases of the job to ensure that surface preparation and conditions meet the minimum acceptable limits for lining application. Rep shall also be present during spark test and repairs, as applicable.

**502-8 PAYMENT.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Payment for "**Rehabilitate Existing Manhole**" will be made at the Contract Unit Price in the Bid for each manhole. for depths less than 10 feet or manholes greater than 10 feet. The Bid price shall include repair, resurfacing, and active infiltration elimination of the host structure, including all labor, materials, tools, power, water, equipment, and incidentals and for doing all the work involved in rehabilitation of the manhole and installation of lining system complete in place, inspection, cleaning, repair, resurfacing, testing, and repair of the installed liner system, control of ground and surface waters, protecting the environmental area, and coordination of work on the access path.

**SECTION 503 – SERVICE LATERAL REHABILITATION**

**503-1 GENERAL.** To the "WHITEBOOK", ADD the following:

7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work as included in **Appendix T – Standard Drawings**.
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**503-6 PAYMENT.** To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Item for each "**Point Repair for Existing Sewer Lateral**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired.

You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item **"Point Repair for Existing Sewer Main"**. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements as included in **Appendix T – Standard Drawings**.

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

**601-1 GENERAL.** To the "WHITEBOOK", item 14, DELETE in its entirety and SUBSTITUTE with the following:

13. Contractor shall submit TCP for the following locations: Chateau Drive, Genesee Avenue, Balboa Avenue, Mt. Acadia Boulevard, and Snead Avenue.

**601-2 TRAFFIC CONTROL PLAN.**

**601-2.1 General.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Contractor shall submit TCP in accordance with 3-8, "Submittals".

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

5. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
  - a) Mt. Acadia
  - b) Balboa Ave

## **SECTION 700 - MATERIALS**

**700-1.3 (86-1.02B) Conduit.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation", and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench as included in **Appendix T – Standard Drawings**.

## SECTION 701 - CONSTRUCTION

**701-2**      **PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3.      The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work as included in **Appendix T – Standard Drawings.**

## SECTION 800 – MATERIALS

**800-1.2.5**      **Mulch.** To the "WHITEBOOK", item 3, subsection "i", ADD the following:

**Type 9 Mulch** shall be 2 inches maximum in size.

## SECTION 801 – INSTALLATION

**801-9**      **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The payment for the Remove and Replace Sycamore Tree at Station 100+90 shall be included under the lump sum bid item **"Tree Relocation."** The payment will be full compensation for all work including, but not limited to furnishing all labor, materials, tools, equipment and incidentals, necessary for the removal and disposal of the existing Sycamore Tree at Station 100+90, installation of 42-gallon box Sycamore Tree (match existing), root barrier, replacement and reinstallation of irrigation system, replacement and reinstallation of concrete tree well and curb, and 120 calendar day Plant Establishment Period (PEP).

## 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.
6.      A biological monitor shall be provided during construction to identify special status plant species, nesting birds and ensure that work stays within the approved limits and special status species/habitats and unique resources are avoided to the maximum extent possible. See the report in Appendix A titled "Tecolote Canyon Trunk Sewer Improvement Project Biological Technical Report" (BTR), dated May 2021 by Helix Environmental Planning, Inc. for more information.
7.      The contractor shall hire a Project Biologist who shall be retained to implement the project's biological monitoring program and overseeing the Biological Resources Protection during construction and the revegetation program. The Project Biologist shall not be the same person and shall not be from the same company or organization as the Revegetation/Restoration Contractor. The roles and responsibilities of the Project Biologist are synonymous with those of the Restoration Specialist as described in the BTR and project plans.

8. The Project Biologists shall implement the Project Biological Monitoring program as described in the project plans and specifications including oversight of the re-vegetation program further described in Section 802 Native Habitat Protection, Installation, Maintenance, and Monitoring of the "WHITEBOOK".

**802-2.2 Environmental Constraints.** To the "WHITEBOOK", ADD the following:

3. Potential indirect impacts on coastal Californian gnatcatcher and least Bell's Vireo from potential construction noise effects would be avoided through implementation of the avoidance and minimization measures addressed in these specifications, and plan construction notes. The contractor shall comply and implement the following requirements.
  - a) Coastal California Gnatcatcher Avoidance No clearing, grubbing, or other construction activity shall occur within 500 feet of coastal sage scrub during the coastal California gnatcatcher breeding season (March 1 through August 15) until the following requirements have been met.
4. No clearing, grubbing, or other construction activity shall occur within 500 feet of coastal sage scrub during the coastal California gnatcatcher breeding season (March 1 through August 15) until the following requirements have been met to the satisfaction of the Engineer/City Manager:
  - a) 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 (dBA) hourly average, or exceeding ambient noise levels if greater than 60 dBA, 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 Condition I and either II or III must be met:
    - i. Between March 1 and August 15, no clearing, grubbing, or grading of occupied gnatcatcher habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; AND
    - ii. Between March 1 and August 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dBA hourly average or ambient, whichever is higher, at the edge of occupied gnatcatcher habitat. An analysis showing that noise generated by construction activities would not exceed 60 dBA hourly average or ambient (whichever is higher) 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 Engineer/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

- iii. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures (e.g., berms, walls) shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dBA hourly average or ambient (whichever is higher) 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 dBA or ambient (whichever is higher) 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 Engineer and applicable Resource Agencies that demonstrates whether or not mitigation measures, such as noise walls, are necessary between March 1 and August 15 as follows:
  - i. If this evidence indicates the potential is high for coastal California gnatcatcher to be present based on historical records or site conditions, then Condition A.III shall be adhered to as specified above.



- ii. II. If this evidence concludes that no impacts to this species are anticipated, no additional measures would be necessary.
- 5. Least Bell's Vireo Avoidance. No clearing, grubbing, grading, or other construction activities shall occur within 500 feet of riparian habitat during the least Bell's vireo breeding season (March 15 through September 15) until the following requirements have been met to the satisfaction of the Engineer/City Manager:
  - a) A qualified biologist shall survey those habitat areas that would be subject to construction noise levels exceeding 60 decibels [dB(a)] hourly average for the presence of the least Bell's vireo. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of construction. If vireos are present, then Condition I and either II or III must be met:
    - i. Between March 15 and September 15, no clearing, grubbing, or grading of occupied vireo habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; AND
    - ii. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(a) hourly average at the edge of occupied vireo 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 Engineer City Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of any of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; OR
    - iii. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures described in avoidance and minimization measure BIO-1 shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(a) hourly average at the edge of occupied vireo habitat.
  - b) If least Bell's vireos are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the Engineer/ City Manager and applicable Resource Agencies that demonstrates

whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:

- i. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then Condition A.III shall be adhered to as specified above.
- ii. If this evidence concludes that no impacts to this species are anticipated, no additional measures would be necessary.

**802-2.2.2 Temporary Construction Access Bridge.** To the "WHITEBOOK", ADD the following:

The contractor shall provide a temporary access bridge and all incidentals as described in this section shall be included in the contract price per the lump sum bid item for "**Temporary Construction Access Bridge**".

- a) Contractor is solely responsible for the design, installation, and operation of a temporary construction bridge for site access across Stream Crossing 3 to accommodate bypass pumping and abandonment of Manholes 74, 75, 79, and 80.
- b) Bridge to free span the creek without impact and designed wide enough to accommodate bypass piping and construction activities.
- c) Contractor is required to submit complete temporary construction shop drawings with site layout for approval prior to construction.
- d) Temporary bridge and construction access must stay within existing access path' limits to minimize site impact.
- e) Contractor to review environmental documents and shall comply with all requirements. At completion of project, Contractor shall remove bridges and restore site.

**802-4 PAYMENT.** To the "WHITEBOOK", item 1, subsection "d" and "e", DELETE in their entirety and SUBSTITUTE with the following:

- d. The payment for "**Biological Monitoring and Reporting**" throughout construction and the PEP includes the payment for the Project Biologist to implement the project's biological monitoring program, habitat surveys and overseeing the revegetation program and shall be included in the lump sum Bid item for "**Biological Monitoring and Reporting**".
- e. The payment for the monitoring, reporting, and maintenance Work required during the maintenance period beyond the PEP in accordance with the Long Term Maintenance and Monitoring Agreement (LTMMMA) included in the Contract Documents includes payment for the Project Biologist when required, furnishing the required reports, site observations, and bond(s), and shall be included in the lump sum Bid item for the "**25-Month Revegetation Maintenance and Monitoring Program**" or the "**60-Month Re-vegetation Maintenance and Monitoring Program**", unless otherwise specified.

To the "WHITEBOOK", ADD the following:

- f. The "**Biological Monitoring and Reporting**" shall include payment for noise monitoring, and implementation of noise mitigation measures to reduce noise

levels to less than 60 dBA in occupied habitat during the nesting season for the California Gnatcatcher and Least Bell's Vireo.

- g. The payment for a temporary access bridge and all incidentals, including but not limited to, the items as described in Section 802-2.3 shall be included in the contract price per the lump sum bid item for **"Temporary Construction Access Bridge"** and no separate payment will be made therefore.

### **SECTION 900 – MATERIALS**

**900-2.3**     **Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2.     Payment for furnishing materials and coordination for City Force connection, cut and plug, and cut-in Work for the 30-inch Transmission Pipeline to the 16-inch CMLC & TC Steel Pipe shall be paid in the Bid item for **"Contractor Furnished Materials for City Forces Connection, Cut and Plug, Cut-In Work for 30-inch Transmission Main to the 16-inch Steel Pipeline per Detail 1 Sheet 40. Excluding Butterfly Valves."** The contractor shall furnish all material to City forces associated with the new 30-inch connection to the 16-inch steel pipeline as shown in Detail 1 Sheet 40, specifications, and City Approved Material List, including all contractor furnished material, coordination with City forces, shop drawings and submittals, scheduling, tools, labor, material storage, delivery and transportation, and incidentals.

Payment for furnishing materials, labor and coordination for City Force connection, cut and plug, and cut-in Work for the 30-inch Transmission Pipeline to the 16-inch CMLC & TC Steel Pipe shall be paid in the Bid item for **"Contractor Furnished Materials for City Forces Connection, Cut and Plug, Cut-In Work for 30-inch Transmission Main to the 16-inch Steel Pipeline per Detail 1 Sheet 40. Excluding Butterfly Valves."** The contractor shall furnish all material to City forces associated with the new 30-inch connection to the 16-inch steel pipeline as shown in Detail 1 Sheet 40, specifications, and City Approved Material List, including all contractor furnished material, coordination with City forces, shop drawings and submittals, scheduling, tools, labor, material storage, delivery and transportation, and incidentals.

### **SECTION 901 – INSTALLATION AND CONNECTION**

**901-1.1.2.3**     **High-lining Removed by the Contractor.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2.     After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix T – Standard Drawings.**

**901-2.4 Pavement Restoration.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work as included in **Appendix T - Standard Drawing.**
  - a) SDG-105, "Pavement Restoration General Notes"
  - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
  - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
  - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
  - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

**901-2.5 Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

- g) Pavement Restoration including influence area.
3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "**Pavement Restoration for Final Connection**". Asphalt overlay Work shall be paid for under separate Bid items as included in **Appendix T - Standard Drawings.**

#### **SECTION 1001 - CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

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

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

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

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

## TECHNICALS

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**SECTION 13 34 00**  
**PREFABRICATED MODULAR STEEL BRIDGE**

**PART 1 – GENERAL**

**1.1 GENERAL REQUIREMENTS**

Design, fabricate, and deliver to the job site, ready for installation, the shop-assembled, modular steel bridge, complete with guardrail and handrail systems, as shown on the project plans.

Dimensions - See the project plans for the required bridge dimensions and configuration. Include seat dimensions on the shop drawings. Coordinate the bearing locations with the constructed abutments. If cross-sectional member dimensions are provided on the plans, those shall be considered to be the maximum sizes allowable.

Prevent a 4" sphere from passing through the guardrail.

Assembly - Provide the bridge superstructure in one piece where possible. Bolt-together and welded designs may be acceptable.

Handling - Provide each bridge module with a minimum of four or more integral lifting lugs to facilitate safe handling and placement of the bridge module.

Bridge Installation - Provide a comprehensive installation plan that includes manufacturer-recommended handling, placement, fit-up and seating procedures. Coordinate the offloading of the bridge at the delivery site, assembling of the modular pieces, and approach work necessary for delivery and installation of the bridge.

The bridge manufacturer shall warrant the bridge to be free of design, material, and workmanship defects for 10 years after the delivery date.

**1.2 SUBMITTAL REQUIREMENTS**

Provide complete design drawings prepared, stamped, and signed by a registered Professional Engineer. Include drawings illustrating detailed member and connection dimensions, member cross-section sizes, bearing dimensions, decking details, splicing procedures, and installation procedures. Include Design Notes on the shop plans listing the codes and standards used.

Determine the number, diameter, grade, and finish of the anchor bolts.

The bridge manufacturer is responsible for bridge design and conformance with applicable standards. Written approval or rejection of submittals will be provided within the timeframe described in the project specifications for Contractor submittals.

All members of the bridge shall be designated as "Main Members" or "Secondary Members". Show the bridge reactions from all load cases on the drawings.

Installation drawings and instructions shall be provided with each bridge to provide aid and guidance in the handling, fit-up, and bolting together of the bridge system according to the manufacturers recommendations.

Provide welder qualifications.

### **1.3 ACCEPTANCE OF BRIDGE**

Acceptance of the structure will occur after it has been fabricated, delivered, and erected in place in accordance with the specifications contained herein, and after all required certifications have been furnished.

## **PART 2 – PRODUCTS**

Fabricate the modular bridge in an AISC (American Institute of Steel Construction) shop approved for, at a minimum, “Certified Bridge Fabricator – Simple”.

All materials used in the fabrication of the superstructure, frame, deck, handrails, and guardrails shall be new and conform to the standards and quality for this type of fabrication and best engineering practices.

## **PART 3 - EXECUTION**

Design - Design the bridge superstructure in accordance with the latest edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Specifications.

Camber the bridge at midspan to offset the total dead load carried, including decking, plus 1% of the bridge length.

Deflection limits due to the occasional vehicular loads need not be considered.

Fabrication - Use square or rectangular structural steel tubing for all members of the vertical trusses (top and bottom chords, verticals, and diagonals).

Structural Steel For Weathering Steel - Use ASTM A847 cold-formed welded square or rectangular tubing, and/or ASTM A588, or ASTM A242, ASTM A606 plate and structural steel shapes (Fy=50,000 psi) for weathering steel. The minimum corrosion index as determined from ASTM G101, shall be 6.0. Blast clean all exposed surfaces of steel in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7 brush-off blast cleaning, SSPC-SP7 latest edition.

Structural Decking - Design and provide a stay-in-place galvanized steel deck form suitable for placing a concrete deck on the assembled bridge. The steel decking shall be galvanized. The deck shall have a positive connection to the modular bridge sections, either through welding or bolting each deck panel to the support beams.

ASTM A588 weathering steel side dams shall be integrally welded to the decking. The side dams should extend at least 3.5 inches above the top of the deck.



Guardrail - Weathering steel, or painted steel.

System Hardware - Include manufacturer-recommended bearing plates, elastomeric bearing pads, and all assembly bolts.

Certification and Traceability of Materials - Furnish certified Mill test results when requested for all materials. Charpy V-notch impact test results for main steel supports must be available for review.

Welding - All welding shall be completed to D1.1 specifications by certified welders meeting requirements and qualifications tests of the American Welding Society. All welds shall conform to specifications of the American Welding Society.

Flooring - Utilize an "H" section configuration for the floor systems wherein the floor beams are placed inside the trusses and attached to the truss verticals.

### **3.1 STEEL CONNECTIONS**

Field welding is not allowed.

Bolting - Make structural field connections with ASTM A325 Type 1 high-strength bolts, ASTM A563 nuts, and ASTM F436 washers.

Design slip-critical bolted connections for a Class A surface condition. Bearing type connections are permitted only for joints subjected to axial compression or on bracing members.

Tubular Steel Connections - Open-ended tubing is not acceptable. Cap and fully seal tubular members before field sections are bolted together. Shop fit all field splices. Fully seal all tubes at time of fabrication. Bolt field sections together using splice plates. Avoid through-bolted field sections where possible. When through bolting is necessary, stiffen the tubular section to ensure the shape of the tubular section is retained after final bolting.

### **3.2 DELIVERY**

The bridge supplier shall fabricate and deliver the bridge, complete with handrail, guardrail, bearing plates, bearing pads, and all other appurtenances, to the bridge installation site to terms including FOB Manufacturers Plant, freight added.

Provide notice of delivery 30 days prior to the anticipated delivery date. The bridge should not be delivered on a Friday, a weekend, or a holiday.

## **PART 4 – MEASUREMENT AND PAYMENT**

Prefabricated Modular Steel Bridge will be measured and paid at the lump sum price in the Contract. The payment will be full compensation for the bridge structure including anchor bolts and bearing devices, transporting, storage, erection, and for all material, labor, equipment, tools, extended warranty, and incidentals necessary to complete the work.

**SECTION 13 35 00  
CAST-IN-PLACE CONCRETE BRIDGE DECK**

**PART 1 – GENERAL**

**1.4 GENERAL REQUIREMENTS**

Design, form, cast, and cure concrete decks at the prefabricated modular steel bridges.

Dimensions - See the project plans for the required bridge dimensions and configuration.

**1.5 SUBMITTAL REQUIREMENTS**

Provide complete design drawings prepared, stamped, and signed by a registered Professional Engineer. Include drawings illustrating the deck pan and other formwork, detailed connection dimensions, concrete cross-section sizes, and rebar size, spacing, and placement. Include Design Notes on the shop plans listing the codes and standards used.

**PART 2 – PRODUCTS**

Conform to Greenbook Section 201. Provide Concrete Class 650-BW-4000. Provide reinforcing steel conforming to ASTM A615 Grade 60.

**PART 3 - EXECUTION**

Design - Design the bridge deck in accordance with the latest edition of the AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, and the AASHTO LRFD Bridge Design Specifications.

Curing – Cure the deck concrete with a membrane curing compound. Immediately after placing curing compound cover deck in Type 2 sheet curing material.

**PART 4 – MEASUREMENT AND PAYMENT**

Cast-in-Place Concrete Bridge Deck will be measured and paid at the lump sum price in the Contract. The payment will be full compensation for the bridge deck including cast in place concrete, bar reinforcing, finishing, curing, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**SECTION 13 36 00  
CAST-IN-PLACE BRIDGE ABUTMENT**

**PART 1 – GENERAL**

**1.1 GENERAL REQUIREMENTS**

Excavate, form, place rebar, cast, cure, and backfill cast-in-place concrete bridge abutments, including wing walls, for supporting the prefabricated modular steel bridges.

Dimensions - See the project plans for the required dimensions and configuration.

**1.2 SUBMITTAL REQUIREMENTS**

Provide shop drawings showing anchor bolt and bridge bearings as required by the bridge prefabricator.

**PART 2 – PRODUCTS**

Conform to Greenbook Section 201.

**PART 3 - EXECUTION**

Subgrade Preparation – Prepare the subgrade with rammer or vibratory hammer.

**PART 4 – MEASUREMENT AND PAYMENT**

Cast-in-Place Bridge Abutments will be measured and paid at the lump sum price in the Contract. The payment will be full compensation for the concrete work including subgrade preparation, anchor bolt placement, and wing walls, and for all material, labor, equipment, tools, and incidentals necessary to complete the work.

**SECTION 13 37 00  
BRIDGE ERECTION**

**PART 1 – GENERAL**

**1.1 GENERAL REQUIREMENTS**

Erect the trusses into temporary and final position as shown on the plans.

**1.2 SUBMITTAL REQUIREMENTS**

Submit the erection plan showing:

1. Proposed erection sequence for the bridge including all proposed crane setups, locations, boom angles, swing radii and actual lift weights.
2. Attachment points to the truss piece(s) for the lifts as well as anticipated lifting.
3. Equipment required such as slings and shackles.
4. Details for removal of temporary supports once they are no longer needed.
6. Plan for repairing any damage to the site.

The erection plans, and any supporting calculations must be stamped, signed and dated by an engineer licensed in California.

**PART 2 – PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Create erection plan, coordinate timing, dimensions, and weights with bridge fabricator, complete any additional assembly, and erect bridge into required temporary and final position.

Obtain required approvals for lay-down areas and crane placement.

**PART 4 – MEASUREMENT AND PAYMENT**

The lump sum contract price paid for bridge erection shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in erecting the steel trusses, complete in place, including connecting and splicing the structural steel; installing stud connectors; preformed fabric pads and elastomeric bearing pads; PTFE bearings; furnishing and placing mortar for masonry or bearing plates and anchor bolts; checking bolt tension; and conforming to qualification and testing requirements associated with member erection, connection or splicing; as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

**SECTION 13 38 00  
BRIDGE REMOVAL**

**PART 1 – GENERAL**

**1.1 SUBMITTAL REQUIREMENTS**

- Submit a bridge removal work plan for each bridge. Include details for the following:
1. Removal sequence, including staging of removal activities and equipment locations
  2. Temporary support shoring or bracing
  3. Protection of people, property, utilities, and improvements

**PART 2 – PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Remove the steel bridge. Remove the abutments to a level 2-feet below finished grade.

**PART 4 – MEASUREMENT AND PAYMENT**

The lump sum contract price paid for bridge removal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in bridge removal, including abutments and concrete, as shown on the plans, as specified in these specifications and the special provisions, and as directed by the Engineer.

**SECTION 32 05 00**  
**GOLF COURSE RESTORATION**

**PART 1 – GENERAL**

The Tecolote Canyon Trunk Sewer Improvements pass through the Tecolote Canyon Golf Course. The construction zone for the sewer improvements requires disturbance to the golf course. The anticipated construction impact items include, but are not limited to, trees, sod, cart paths (concrete and graded), and irrigation facilities. The work under this item shall consist of furnishing all labor, materials, equipment and other incidentals necessary to restore the removed and/or disturbed concrete cart paths, graded cart paths, trees, sod, and irrigation facilities as shown on the restoration exhibit in Appendix Q.

The work under this item shall conform to Part 4, Existing Improvements, Section 400, Protection and Restoration, of the Greenbook and modified per the Whitebook. Section 400-1.1.1 Payment of the Whitebook is hereby deleted. Video recording of the existing conditions prior to the start of work within the golf course property is included in the cost of Golf Course Restoration. The Contractor shall repair and/or replace damaged elements to match the original condition at the direction and to the satisfaction of the Engineer. Golf course elements that are damaged during construction shall be repaired and/or replaced by the Contractor at no additional cost to the Agency.

All construction activities shall only occur within the construction zone as shown on the restoration exhibit in Appendix Q. Any construction activities outside the construction zone shall only occur if approved and directed by the Engineer.

A pre-construction meeting shall be held sixty (60) calendar days prior to the start of work within the golf course property. Within ten (10) working days after the pre-construction meeting, the Contractor and the Engineer shall coordinate a site visit with a golf course representative to identify the impacted trees and sod shown on the restoration exhibit in Appendix Q. Each tree shall be marked, and the species of tree will be identified to replace it. All information discussed and decided upon shall be noted by the Contractor and distributed for veracity. The cost associated with the meeting and site visit is considered incidental to the cost of Golf Course Restoration.

Prior to the start of work within the golf course property, the Contractor shall coordinate with the Engineer to have Agency survey forces survey all cart path locations and sod to be removed and replaced. Grading for the new cart paths shall match the surveyed elevations along the path and where restored paths match existing paths. Grading for the new sod shall match surveyed elevations where new sod matches existing sod. The cost associated with coordinating for survey requests is considered to be included in the cost of Golf Course Restoration.

The Contractor shall always maintain safe public access to either walking or cart riding the golf course. The Contractor shall provide temporary graded cart access paths when any existing paths, concrete or graded, are out of commission. Widths shall be a minimum of six (6) feet and. Locations of temporary cart paths shall be coordinated with the golf course representative. The cost associated with temporary cart paths is considered to be included in the cost of Golf Course Restoration.

## **PART 2 – PRODUCTS**

- 2.1 ROCK. Class 2 Aggregate Base (AB) shall be used for all locations of graded cart path replacement. AB will be three-quarter ( $\frac{3}{4}$ ) inch material. AB shall conform to Section 200 of the Greenbook and modified per Section 200 of the Whitebook.
- 2.2 CONCRETE. Concrete used for concrete cart path replacement shall have a required minimum twenty-eight (28) day compressive strength of twenty-five-hundred (2,500) pounds per square inch (psi). Concrete shall conform to Section 201 of the Greenbook and modified per Section 201 of the Whitebook.
- 2.3 TREES. At the site visit described in Part 1 of this specification, the Contractor and the Engineer shall coordinate with a golf course representative to determine the species of each tree to be replaced. The Contractor shall replace all trees with a forty-eight-inch (48”) box tree. Trees shall conform to Section 800 of the Greenbook and modified per Section 800 of the Whitebook.
- 2.4 SOD. At the site visit described in Part 1 of this specification, the Contractor and the Engineer shall coordinate with a golf course representative to determine the species of sod to be replaced. Sod materials and installation shall conform to Section 800 of the Greenbook and modified per Section 800 of the Whitebook.
- 2.7 IRRIGATION FACILITIES. Material, size, and specification of all removed irrigation items shall be determined and recorded during the removal process to replace in kind. See Appendix Q for Group 966 as-builts for the existing irrigation system. Irrigation facilities to be replaced shall conform to Section 800 of the Greenbook and modified per Section 800 of the Whitebook.

## **PART 3 – EXECUTION**

- 3.1 PROTECTION AND RESTORATION. The construction of Golf Course Restoration shall conform to Section 400 of the Greenbook and modified per Section 400 of the Whitebook. The Contractor’s attention is drawn to the sand trap notes on the restoration exhibit in Appendix Q. Sand traps shall be protected in place. If sand traps are damaged, the Contractor shall repair and replace at no cost to the Agency.
- 3.2 ROCK. Construction impacted dirt cart paths will be replaced at the existing path width, typically six (6) feet wide, with Class 2 Aggregate Base (AB). AB shall be a minimum thickness of three-and-one-half (3-1/2) inches.

Construction requirements for the new graded cart paths shall conform to Section 200 of the Greenbook and modified per Section 200 of the Whitebook.

Grading for the new path shall conform to Section 301 of the Greenbook and modified per Section 301 of the Whitebook.

- 3.3 CONCRETE. Construction impacted concrete cart paths will be replaced at the existing path width, typically six (6) feet wide. Concrete shall be a minimum thickness of three-and-one-half (3-1/2) inches. The reconstructed concrete path shall have a rough broom finish with troweled edges and scored lines every 10 ft minimum. Construction requirements shall conform to Section 201 of the Greenbook and modified per Section 201 of the Whitebook.

Grading for the new concrete path shall conform to Section 301 of the Greenbook and modified per Section 301 of the Whitebook.

Concrete cart paths shall not be used for construction equipment or construction access unless approved by the Engineer. If concrete cart paths are used for construction access, the entire length of cart path used will be replaced as directed by the Engineer if damaged. If the Contractor uses sections of the concrete cart paths without the direction and approval of the Engineer, the Contractor will replace the utilized section of cart path at no cost to the Agency.

- 3.4 TREES. Construction impacted trees shall be replaced in kind. All replacement trees shall be located a minimum of ten (10) feet from the new sanitary sewer line. Construction requirements shall conform to Section 801 of the Greenbook and modified per Section 801 of the Whitebook.
- 3.5 SOD. Construction impacted sod shall be replaced in kind. New sod shall be installed a minimum of one (1) month after the sewer pipe is installed and backfilled to grade. Construction requirements shall conform to Section 801 of the Greenbook and modified per Section 801 of the Whitebook.
- 3.6 IRRIGATION FACILITIES. Construction will impact existing irrigation facilities within the construction zone. The Contractor shall replace in kind all removed and/or damaged irrigation lines per the direction of the Engineer. The Contractor shall replace in kind all additional removed and/or damaged irrigation facilities such as lateral pipes, sprinklers, controllers, and other appurtenances to provide an appropriate system. See Appendix Q for Group 966 as-builts for the existing irrigation system. Construction requirements shall conform to Section 801 of the Greenbook and modified per Section 801 of the Whitebook.

#### **PART 4 – MEASUREMENT AND PAYMENT**

Golf Course Restoration will be measured as a single, complete, lump sum item. The accepted quantity of Golf Course Restoration will be paid for at the lump sum price in the Contract. The payment will be full compensation for all work including, but not limited to, furnishing all labor, materials, tools, equipment and incidentals necessary to complete the work as shown on the restoration exhibit in Appendix Q, as specified in these specifications and the special provisions, and as directed by the Engineer.



**SECTION 33 01 30  
SEWAGE BYPASSING**

**PART 1 – GENERAL**

The contractor shall provide Sewage Bypassing as needed for work as shown on plans and, in accordance with Section 3-12.5.2 "Sewage Bypass and Pumping Plan," of the WHITEBOOK and as supplemented herein.

The contractor shall provide all facilities, labor, power, equipment, and appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline, manholes, pipe linings, tunnels, launching and receiving pits, manhole rehabilitation, sewer connections and tie-ins, as required to safely contain and bypass sewage without causing a sewage spill.

Compensation for sewage bypassing and all incidentals, including but not limited to, the items as described in this section shall be included in the contract price per the lump sum bid item for sewage bypassing and no separate payment will be made therefor.

**1.1 Work Included**

- A. Contractor is responsible for the design, installation, and operation of external bypassing of wastewater flows via a temporary highline pumping system around the Work to prevent sewage spills.
- B. Existing sewage flow quantities should be assumed as shown on plans, unless otherwise stated.  
The Contractor is responsible for obtaining current flow condition information at the time of construction.
- C. Equipment furnished shall be capable of bypassing sewage flows at flow rates as shown on plans. Contractor shall size the sewage diversion system to handle the peak flow and shall include a 100% backup in the flow diversion system.
- D. Sewage Bypass and Pumping Plan (See Section 3-12.3 of the "WHITEBOOK")
- D. Spill Prevention and Emergency Plan (See Section 3-12.5.3 of the "WHITEBOOK")
- E. 24-hour operation of bypass system when required may be monitored remotely. Contractor is responsible for all monitoring and should not rely on City staff or facilities.

**1.2 System Description**

- A. Provide labor, materials and supervision to temporarily bypass flow around Work.
- B. Notify City's Representative before bypassing sewage flow as required by Section 3-12.5.3 of the "WHITEBOOK".
- C. Notify customers whose service will be disrupted in writing before bypassing sewer service.
- D. Entire bypassing system shall be in place and tested before bypassing any sewage.
- E. Notify City Engineer immediately in event of sewage spill.

**1.3 Quality Assurance**

- A. Use adequate numbers of skilled workmen trained and experienced in necessary trades and crafts and completely familiar with specified requirements and methods for proper performance of Work of this section.
- B. Provide temporary pumps, conduits, and other equipment to bypass sewage flow. Furnish necessary labor and supervision to set up, maintain and operate pumping and bypass system.
- C. Engine-driven pumps may be used only for bypassing 8-inch and larger mains, and shall be equipped with mufflers or enclosed to keep noise level below 60db or 10db above ambient noise levels when measured at biological sensitive areas and property lines closest to noise source.
- D. Maintain on-site sufficient equipment and materials to ensure continuous and successful operation of bypass and dewatering systems. Standby pumps shall be fueled and operational at all times. Maintain on site sufficient valves, tees, elbows, connections, tools, sewer plugs, piping, and other parts or system hardware to ensure immediate repair or modification of any part of system.
- E. Design all piping, joints and accessories to withstand at least twice maximum system pressure, or 50 psi, whichever is greater.
- F. Where flows are bypassed, all bypass flow shall be discharged as accepted by City's Representative. Do not discharge to ground surface, receiving waters, storm drains, or locations which may result in groundwater contamination or potential health hazards.
- G. Do not shut down bypassing system between shifts, on holidays or weekends, or during work stoppages without written permission from City's Representative. Notify all parties whose service laterals will be affected. Do not remove bypass without informing City's Representative.

**1.4 Submittals**

- A. Furnish the following submittals.

SUBMITTAL	DESCRIPTION
Working Drawings	Required per pipeline equipment Working drawing requirements.
	Show location of temporary sewer plugs diversion points and bypass discharge lines.
	Show expected high water level behind plugs and diversions.
	Show capacities of pumps, prime movers and standby equipment.
	Show standby power source.

SUBMITTAL	DESCRIPTION
	Show materials proposed for temporary surfacing over bypass pipes.
	Show materials proposed for permanent surface replacement over bypass pipe trenches.
	Show methods for security and protection of bypass system.
Description of Proposed Equipment	Show suction and discharge pipe diameters, materials and bury depths
	Show size and model of pumps including pump curve, horsepower, speed, voltage and phase or fuel type and fuel consumption as applicable.
	Show make, model, horsepower, kW and kVA ratings, speed, voltage, phase, fuel type and fuel consumption of standby generator if used.
	Show standby equipment provided on-site in case of emergency.
Staffing Plan and Schedule	Provide staffing plan for maintaining equipment for 24-hour continuous reliable operation including weekends and holidays.
	Show anticipated times of flow interruption and/or flow diversion
Traffic Control Plan	As Required
Spill Prevention and Emergency Response Plan	Detail precautions to be implemented to prevent sewage spills, including specific responses and control measures to follow during overflow resulting from breakage or blockage and maintenance and inspection schedules to detect potential problems and mitigate potential release resulting from overflows, bypass pipe ruptures, pipe ruptures, blockages and backups.
Engineering Calculations	Provide design calculations, including system head curve analysis showing adequacy of system and selected equipment.
Warranty	If water levels are raised more than 18 inches above sewer soffit at any point in upstream sewer, provide statement accepting full responsibility and liability for damage to upstream properties due to backflow during bypassing.

**PART 2 – PRODUCTS (Not applicable)**

## **PART 3 - EXECUTION**

### **3.1 Preparation**

- A. Make field measurements needed to install sewage bypass equipment, before submitting Working Drawings or ordering. Make minor changes in dimensions and alignments as needed to avoid utilities or structural conflicts.
- B. Examine areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of Work.
- C. Bypass pumps shall be self-priming, designed, for raw sewage applications, resistant to ragging and capable of passing a minimum 3-inch solid sphere. Pumping system shall be equipped with sound attenuation to limit noise to meet local noise ordinances. Back-up pumps providing 100% redundancy shall be on-site and connected at all times. In multi-pump applications, back-up pump shall be equal in capacity under same pumping conditions as largest duty pump. Provide pumps capable of pumping over full range of flows for each set-up.
- D. In the right-of-way temporary piping may be placed above ground only if it will be in service no more than one calendar day or is within areas protected by approved traffic control plans. Otherwise in the street right of-way place all other temporary piping in recessed trench. At all street crossings, temporary resurfacing of recessed trenches shall be flush with existing grade. When temporary pipeline crosses a wheelchair ramp or sidewalk, install pipeline within recessed trench or provide asphalt mound ramped at a slope not greater than 1:12.
- E. Across Stream Crossing 3, temporary Sewage Bypass piping shall not be laid within the creek. The contractor shall provide a temporary stream crossing bridge for vehicle access and bypass piping.
- F. Fully test bypass system (all equipment) prior to commencing bypass operation including:
  - 1. Pressure testing piping at test pressure specified above with potable water prior to introducing sewage to line.
  - 2. Inspecting piping for leaks and repair or replace leaking sections and joints.
  - 3. Testing pumping system, including back-up pumps.
- G. All material and equipment identified in spill contingency plan, including control measures in event of spill shall be on-site prior to commencing bypass operation.

### **3.2 Bypass Pumping Procedures**

- A. The following installation standards shall be followed:
  - 1. Applicable OSHA and Cal OSHA regulations

2. Applicable Regional Water Quality Control Standards.
  3. Other applicable building, fire, and plumbing code requirements.
- B. Refer variances between above documents and Contract Documents to Owner's Representative.
- C. Bypass sewage as follows:
1. Disposal of water shall not damage property nor create a public nuisance. Maintain pumping equipment and machinery in good working condition on hand for emergencies. Have workmen available for operation of said equipment.
  2. During bypass pumping, sewage shall not be leaked, dumped or spilled onto any area outside sewer system. When bypass pumping operations are complete, drain all piping into sanitary sewer prior to disassembly. In the event sewage accidentally drains into storm drainage system or street, immediately stop overflow, notify Owner and Owner's Representative, and take necessary action to clean up and disinfect spillage to Owner's satisfaction. If sewage is spilled onto public or private property, wash down, clean up, and disinfect spillage to satisfaction of Owner, property owner, Owner's Representative, and applicable Regional Water Quality Control Boards.
  3. Take all necessary precautions, including constant monitoring of bypass pumping to prevent sewage spills due to back-up and/or overflow resulting from breakage or blockage of bypass system. Provide experienced personnel knowledgeable in bypass equipment operation to monitor each bypass when installed and operating. At no time shall bypass system be left unattended during operation by designated personnel. Contractor shall be liable for all cleanup, damages, and resultant fines in event of a spill.
  4. Protect pumps and piping from damage, vandalism, and/or theft to maximum extent possible and as shown on Plans.
  5. After Work is completed, remove temporary bypass system. Return surrounding area, including all hardscape and landscape to pre-construction condition.
  6. Contractor shall be responsible for all labor, materials, equipment, and incidentals associated with temporary controls and diversions required to maintain uninterrupted flow in all existing sewer lines associated with this project.
- D. Contractor shall repair without cost to City any damage resulting from Contractor's negligence, inadequate or improper installation, maintenance and operation of bypassing and a dewatering system including mechanical or electrical failures.

### **3.3 Field Quality Control**

- A. Field testing shall include:

ITEM	TEST FOR	TEST STANDARD (ASTM OR OTHER TEST STANDARD)	FREQUENCY	FIRST TEST PAID FOR BY	RETESTS PAID FOR BY
Bypass System	No spills, no leakage	Comply with NPDES Permit Requirements	1	Contractor	Contractor

- B. The Contractor shall visually inspect the entire bypass pumping and piping system for leaks or spills at minimum 2 times per day, at beginning and end of shifts, or as directed by City Engineer. The Contractor shall also create an inspection log and shall enter the time of the inspections and the condition of the piping and the name of the inspector into the log for review by the Engineer.

**PART 4 – MEASUREMENT AND PAYMENT**

The payment for “Sewage Bypass and Pumping Plan” and its implementation includes all facilities, labor, power, equipment, Spill Prevention and Emergency Response Plan, Working Drawings, testing, temporary access bridge, incidentals, and all appurtenances necessary to divert wastewater flows as necessary to allow proper installation of the pipeline, manholes, tunnels, launching and receiving pits, manhole rehabilitation, pipeline lining, sewer connections and tie-ins, and all sewage bypassing as required to safely contain and bypass sewage without causing a sewage spill.

**END OF SECTION**

## SECTION 33 12 15

### TRIPLE OFFSET METAL SEATED BUTTERFLY VALVE

#### PART 1 - GENERAL

##### 1.1 DESCRIPTION

- A. This section includes materials, manufacturing, coating, testing, and shipping of metal-seated triple-offset butterfly valve and manual actuator in conformance with AWWA standard C504, as modified herein.

##### 1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS AND ABBREVIATIONS

- A. The applicable portions of the following standards shall apply to the valve. The latest standard shall apply unless otherwise noted.

ANSI B16.34 Valves – Flanged, Threaded, and Welding End ANSI B16.47 Large Diameter Steel Flanges

ANSI 6D Specification for Pipeline Valves (Seat Leakage) ANSI B1.20.1 Pipe Threads, General Purpose (inch) ANSI B16.1 Cast Iron Pipe Flanges and Flanged Fittings ANSI B46.1 Surface Texture

API 598 Valve Inspection and Testing

AP 609 Butterfly Valves: Double-Flanged, Lug- and Wafer-Type

ASME B16.5 Pipe Flanges and Flanged Fittings: See also ASME B16.47 Series A (MSS- SP-44) or Series B (API 605)

ASME B16.10 Face-to-Face Dimensions

ASME B16.34 Valves – Flanged and Buttwelded End ASME B16.47 Large Diameter Steel Flanges

ASME B31.1 Power Piping ASME B31.3 Process Piping

ASME Standards Materials of Construction ASTM A182 Stainless Steel Forgings

ASTM A216 Carbon Steel Castings

AWWA C207 Standard for Steel Pipe Flanges for Waterworks Service

AWWA C213 Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines

ISO 5211/1 Part-Turn Valve Actuator Attachment Part 1: Flange Dimension

Part 2: Flange and Coupling Performance Characteristics

ISO 5752 Face-to-Face Dimensions Series 13 (Class 150) Series 14 (Class 300/600)

MSS-SP-6 Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings

MSS-SP-25 Standard Marking System for Valves, Fitting, Flanges, and Unions

MSS-SP-55 Quality Standard for Steel Castings for Valves, Flanges, and Fittings, and Other Piping Components

NSF-61 National Sanitation Foundation Standard 61–Drinking Water System Components – Health Effects (revised 10/88)

OSHA Occupational Safety and Health Act of 1970, as amended SAE Society of Automotive Engineers

UL Underwriters Laboratories, Inc.

### **1.3 SUBMITTALS**

- A. Submit six copies of shop drawings. Indicate on each shop drawing submittal the name of the project, the name of the Vendor, and the names of any manufacturers and subcontractors. Provide on each shop drawing submittal the following Certification Statement, signed by the Vendor:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable submittals and other requirements of the contract documents."

- B. The shop drawings shall include manufacturer's catalog data, calculations and detail construction sheets showing all valve parts and describing each part by material of construction, specification (such as ANSI, ASTM, SAE, or CDA) and manufacturer's part number. Identify each valve by tag number to which the catalog data and detail sheets pertain.
- C. Show valve dimensions including laying lengths. Show port sizes. Show dimensions and orientation of valve actuator, as installed on the valve. Show location of internal stops for gear actuators.
- D. Show valve linings and coatings.
- E. Submit manufacturer's catalog data and descriptive literature.
- F. Submit a report verifying that valve has passed shell and seat tests and that the valve interior



linings have passed the test for holidays and lining thickness. Describe test results and repair procedures for the valve. Do not ship valve until the reports have been approved by the City.

- G. Submit the valve warranty certification per paragraph 3.5.

#### **1.4 MANUFACTURERS**

- A. The metal-seated triple offset butterfly valve must be Adams, Vanessa or approved equal.

#### **1.5 QUALITY ASSURANCE**

- A. Valve Testing: Shop-test each valve body under a test pressure equal to twice its design water-working pressure. The hydrostatic seat test shall be made free of any lubricant. There shall be no visible leakage under all seat tests including API 598. Perform torque tests on actuators to ensure compliance with this specification. The manufacturer shall test the valves. Vendor will be responsible for all above described costs for subsequent valve testing should the initial test fail.
- B. Certification: Prior to shipment, Vendor shall submit for valve and actuator, certified copies of all torque and hydrostatic factory tests, showing compliance with this specification and the applicable standards of AWWA, ANSI, ASTM, etc.
- C. Manufacturer shall have a minimum of ten years of recent continuous product history in the USA waterworks industry. The manufacturer shall be experienced in the manufacture of metal seated triple-offset butterfly valves of comparable size, capacity, and complexity as specified in this specification for a minimum of 10 years. The manufacturer's metal seated triple-offset butterfly valves of comparable size, capacity and complexity, as specified, shall have been successfully used in water service facilities for at least 5 years. The burden of proof as to the comparative quantity and suitability of equipment and material supplied shall be upon the manufacturer who shall furnish a list and contact information of water service facilities from the past 5 years that includes complete description, information, and performance data, showing the quality of the materials or equipment offered to those specified.

### **PART 2 - MATERIALS**

#### **2.1 GENERAL**

- A. Supply valve complete with gear actuators, operating nuts, bypass line and valves and wrenches required for operation.
- B. Valve shall have the name of the manufacturer and size of the valve cast or molded onto the valve body or bonnet shown on a permanently attached plate.
- C. Direction of flow shall be cast or stamped on the valve body.

## 2.2 Butterfly Valve

- A. Butterfly valve shall be of high-performance design and shall be rated for water working pressures of up to the maximum design pressure or 250 pounds force per square inch gauge (psig), whichever is greater. The valve shall incorporate a triple-offset shaft design with an inclined conical seat and seal geometry which shall create a torque seating operation which shall provide bi-directional zero leakage shut-off and be designed in accordance with ASME B16.34 and B31.1 with the predetermined torque applied to the valve. Valve shall be of the metal seat design which shall be capable of bi-directional seating against pressures up to 250 psig applied to one side of the disc, with zero pressure applied to the other side of the disc in the CLOSED position, with zero leakage, and without damage or permanent deformation to any part of the valve body, seat, disc, shaft, bearings, or actuator.
1. Valve body shall be cast from carbon steel per ASTM A216 Grade WBC. Valve discs shall be cast from stainless steel per CF8M 316 Stainless Steel. Fabricated bodies and discs shall not be permitted. The valve seating edge shall be located within the valve body fully protected from the flow stream. Valve shafts shall be one-piece 17-4PH or 431 stainless steel construction and shall be designed in accordance with the requirements of API 609. The shaft diameter shall be reduced at the actuator connections so as to put the weakest point outside the valve above the packing. Allowable stresses shall be limited to 33-percent of Ultimate Tensile Strength and 67-percent of Yield Strength in accordance with ASME, Sec. III, Case N62.6. Disc attachment to the shaft shall be by means of Type 316 stainless steel, or Monel parallel keys. Pins of any kind shall not be used for torque transmission.
  2. Valve seating surface for the seal ring shall be integral to the valve body or on the disc edge and shall be overlaid with satellite a minimum of 2.5 millimeters in the finished condition WITHOUT EXCEPTION. Valve without the satellite seating surface is not acceptable.
  3. Valve shall have a field replaceable "laminated" seal ring retained in the body or on the disc. The seal ring shall be constructed of laminates of stainless steel and graphite. No elastomers shall be used in the sealing system. Seal ring design shall also include the following parameters:
    - a. The seal ring shall be accessible, e.g. replaceable, by positioning the disc in a proper orientation and removing an adjacent pipe spool piece without removing or disassembling the valve.
    - b. The seal ring shall be machined in an inclined conical shape to match the companion surface in the body or on the disc, as appropriate. The overall geometry of the seal ring shall be formed into an elliptical shape to provide resilient seating.
    - c. Each seal ring shall be identical and interchangeable for valves of the same size.
    - d. The seal ring shall be held securely in place by a stainless steel retaining ring bolted in place.

- e. A spiral wound gasket shall be provided to prevent leakage around the seal ring. Flat static gaskets shall not be used.
  - f. The seal ring shall be indexed and keyed to ensure exact and proper installation or reinstallation without shims.
  - g. No special tools shall be required to install the seal ring.
4. Packing shall be graphite and shall be provided by a minimum of four studs for precision adjustment and compression of the packing. A minimum of five packing rings shall be provided.
  5. Valve bearings shall be No-Resist or Type 316 stainless steel baked PTFE. Bearings shall be sealed from the ingress of particulates. Wetted bronze parts shall be in conformance with ASTM B62, containing not more than: 5-percent zinc, 2-percent aluminum, 8-percent lead, and 83-percent copper plus nickel, plus silicon.
  6. Valve body shall be double flanged, flat faced, which shall be able to withstand induced pipe loads without distortion and effect on the movement of the valve disc and seating operation. Flange thickness shall be designed in accordance with ASME Section VII flange design requirements and shall be suitable for mating to connecting pipe flanges conforming to AWWA Class D flange dimensions. Face to face dimensions of the valve shall conform to ISO 5752, Series 13 for Class 150.
  7. Operator mounting bracket will be centered with machined register and a minimum of two (2) dowel pins will be used in addition to bracket bolting the absorb torsional load from operator.
  8. Valve shaft shall rotate clockwise to close.
  9. Valve by pass shall be provided by the valve manufacturer and shall be integral to the valve.

### 2.3 Valve Actuator

- A. Manual actuator shall be provided for the valve and shall be sized in accordance with AWWA C504 and C540, and meet the following requirements:
  1. Provide gear actuators designed for buried service which shall be of the worm and gear type. Worm gear actuators shall be Limitorque Model HBC, EIM Type WO, Auma GS 160.3 – GS 250.3 Series, or approved equal.
  2. Design gear actuators assuming the differential pressure across the disc is equal to the pressure rating of the valve or 250 psig, whichever is greater.
  3. Gear actuators shall be enclosed, lubricated with oil or grease, and provided with seals on shafts to prevent entry of dirt and water into the actuator. Gears shall be watertight, designed for buried service in groundwater. Actuators shall contain a dial indicating the position of the valve disc.

4. Worm and gear actuators shall be of the totally enclosed design so proportioned as to permit operation of the valve under full differential pressure rating, or a differential pressure of 250 psig, whichever is greater, with a maximum pull of 80 pounds and a maximum input of 150 feet-pounds on the operating nut. Provide stop limiting devices in the actuators in the OPEN and CLOSED positions. Actuators shall be of the self-locking type to prevent the disc from creeping. Design actuator components between the input and the stop-limiting devices to withstand without damage a pull of 200-pounds for handwheel and an input torque of 300-pounds for operating nuts when operating against the stops.
5. Self-locking worm gear shall be a one-piece design of gear bronze material (ASTM B427), accurately machine cut. The worm shall be hardened alloy steel (ASTM A322, Grade G41500; or ASTM A148, Grade 105-85), with thread ground and polished. Helix angle of worm gear shall be designed and cut at 3.5 degrees or less to prevent creep, unless other means to prevent creep are employed and are approved by the City. The actuator shall prevent creeping of the valve under all flow conditions. Provide reduction gearing to meet maximum torque and pull design requirements. The reduction gearings shall run in a proper lubricant.
6. Actuators shall open valve by turning counterclockwise.

## **2.4 RUBBER PARTS**

- A. Rubber parts exposed to water shall be made of a rubber compound that is resistant to free chlorine and monochloramine concentrations up to 10 mg/l in the fluid conveyed.

## **2.5 MATERIALS**

- A. Valve body shall be cast only and shall be equal to or better than ASTM A216 gr. WCB material with wall thickness to exceed 37.5 mm. Comply with applicable ASME B16.34 specifications.
- B. Valve disc shall be cast from stainless steel per CF8M 316 Stainless Steel as a minimum.
- C. Valve shaft material shall be high strength stainless steel, such as ASTM 182 gr. F6a material, and shall meet the requirements of ASTM A564 Type 630, H1150M (17-4 PH).
- D. Valve seal ring shall be laminate type of duplex stainless steel and graphite. Stainless steel meeting ASTM UNS S31803 SS (22-percent chrome ferritic-austenitic) may be used.
- E. Valve packing shall be a combination of graphite die-formed rings and braided graphite rope anti-extrusion rings.
- F. Packing gland and end-cap shall be stainless steel.
- G. Valve bottom flange bolting must be in compliance with ASME B31.1 and B31.3, and shall use at least four (4) retaining bolts. Material of bolting to be ISO 3506 A2 gr. 304 SS.

## **PART 3 - EXECUTION**

### **3.1 PAINTING AND COATING**

- A. Coat metal valves and accessories with 12 mil minimum fusion bonded epoxy or approved equal. Apply the specified prime coat at the place of manufacture. Line the interior metal parts of metal valves 4-inches and larger, excluding seating areas and bronze and stainless steel pieces, with 12 mil minimum fusion bonded epoxy or approved equal. Lining and coating of valves shall be in accordance with AWWA C-550.

### **3.2 MOUNTING GEAR ACTUATORS**

- A. The manufacturer shall select and mount the gear actuator and accessories on each valve and stroke the valve from fully open to fully closed prior to shipment.

### **3.3 VALVE TESTING**

- A. Test the valve interior linings at the place of application with a low-voltage (22.5 to 80 volts, with approximately 80,000-ohm resistance) holiday detector, using a sponge saturated with a 0.5-percent sodium chloride solution. The lining shall be holiday free.
- B. Measure coating thickness with a calibrated magnetic-type or electronic dry-film thickness gauge. Provide dry-film thickness gauge as manufactured by Mikrotest or Elcometer. Check each for the correct dry-film thickness. Do not measure within eight hours after application of the coating.
- C. Pressure test the valve body and the valve seat according to the pressures and procedures described in this specification or in the AWWA Standard. Valve shall show zero leakage.
- D. Operate manual valve through 10 full cycles of opening and closing. Valve shall operate from full open to full close without sticking or binding. If valve sticks or binds, repair or replace the valve and repeat the tests.
- E. Actuators shall operate valve from full open to full close through 10 cycles without binding or sticking. The pull required to operate a hand wheel under full design pressure shall not exceed 80 pounds. The torque required to operate the valve having 2-inch AWWA nuts under full design pressure shall not exceed 150 foot-pounds. If actuators stick or bind or if pulling forces and torques exceed the values stated previously, repair or replace the actuators and repeat the tests. Fully lubricate actuators in accordance with the manufacturer's recommendations prior to operating.
- F. Actuator stops shall withstand a pull of 200 pounds for handwheel or chainwheel actuators, and an input torque of 300 foot pounds for 2-inch AWWA nuts, without damage to any component. Repair or replace any damaged component and repeat the test until the actuator passes the test without damage.

### **3.4 SHIPPING**

- A. Package the equipment adequately to prevent damage during shipping. Before shipping flanged valve, clean flanges by wire brushing and coat unpainted machined surfaces of the flange with strippable, rust-preventative compound. Fasten full-face flange protectors of waterproof plywood or weather-resistant pressboard, of a diameter at least that of the outside of the flange, to each flange to protect both the flange and the interior of the valve. Small valves may be fully packaged at the manufacturer's option. Bolt or otherwise fasten valves to skids or other supports so as to preclude damage in subsequent handling.

### **3.5 VALVE WARRANTY**

- A. The manufacturer shall warrant the valve and valve actuator to be free from defects in materials, workmanship, and performance for five years from the date of acceptance of the valve by the City. Contractor shall provide the City a copy of the warranty per section 6- 8.3, Warranty.

**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**  
**MITIGATED NEGATIVE DECLARATION**





# MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

Project No. 650020  
SCH No. 2021070135

**SUBJECT:** **Tecolote Trunk Sewer SDP:** Site Development Permit (SDP) for the rehabilitation and replacement of the Tecolote Canyon Trunk Sewer located in the Claremont Mesa, Linda Vista, and Bay Park communities in the City of San Diego. The 6.5-mile long, gravity fed pipeline begins at the north side of the Genesee Avenue and Chateau Drive intersection and terminates at Tecolote Road and West Morena Boulevard. The project would involve the replacement and rehabilitation of approximately 4.7 miles of the 6.5-mile-long trunk sewer and water main. The project would also construct access improvements which would minimize damage associated with future emergency repairs, and would include stream crossings, manhole protection, and new access pathways. The project design would include both trenching and trenchless construction methods to minimize impacts to City of San Diego Environmentally Sensitive Lands (ESL). APPLICANT: City of San Diego, Engineering and Capital Projects

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 effect in the following areas(s): **Biological Resources, Cultural Resources (Archaeology), and Tribal Cultural Resources.** Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. 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:

**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 Archaeologist***

***Qualified Native American Monitor***

***Qualified Biologist***

**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) #650020, 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 Corps of Engineers  
Regional Water Quality Board  
California Department of Fish and Wildlife**

**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:

<b>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</b>		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Archaeological Resources	Monitoring Report(s)	Monitoring Report Approval
Biological Resources	Monitoring Exhibit	Monitoring Report Approval
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

**C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS**

**MM-BIO-1** Mitigation for impacts to 0.22 acre of coast live oak woodland Tier I habitat, 0.28 acre of maritime succulent scrub Tier I habitat, 2.28 acres of Diegan coastal sage scrub Tier II habitat, 0.21 acre of southern mixed chaparral/poison oak chaparral Tier IIIA habitat, and 1.34 acres of non-native grassland Tier IIIB habitat shall occur in accordance with the ratios provided in Table 3 of the City’s Biology Guidelines (City 2018), for an anticipated combined mitigation obligation of 4.83 acres. Mitigation shall consist of onsite restoration of 3.77 acres of temporarily impacted sensitive upland habitat areas and allocation of 1.06 acres of available mitigation credits at existing PUD mitigation sites (Appendix E). On-site restoration shall be completed in accordance with the *Restoration Plan for the Tecolote Canyon Trunk Sewer Improvement Project* prepared by HELIX Environmental Planning, Inc. (HELIX 2020). The remaining 1.06 acres of mitigation required will be allocated from available mitigation credits as follows: 0.61 acre of Tier I credits at either the Central Tecolote Mitigation Site and Otay Mesa Upland Mitigation Bank; and 0.19 acre of Tier II credits, 0.04 acre of Tier IIIA credits, and 0.22 acre of Tier IIIB credits at either the Central Tecolote Mitigation

Site, Otay Mesa Upland Mitigation Bank, and Canyon View Upland Restoration Mitigation Site.

**MM-BIO-2**

Mitigation for impacts to City ESL wetlands will be provided at a 3:1 ratio in accordance with the ratios provided in Table 3 of the City's Biology Guidelines. Impacts to 0.55 acre of oak riparian forest (including disturbed phase) and 0.18 acre of southern riparian forest (including disturbed phase) will be provided at a 3:1 ratio, and impacts to 0.19 acre of southern willow scrub (including disturbed phase) and 0.03 acre of mule fat scrub will be provided at a 2:1 ratio, for an anticipated combined mitigation obligation of 2.63 acres. Mitigation shall consist of on-site restoration of 0.69 acre of temporarily impacted riparian habitat areas and allocation of 1.94 acres of available mitigation credits at existing PUD mitigation sites. On-site restoration shall be completed in accordance with the *Restoration Plan for the Tecolote Canyon Trunk Sewer Improvement Project* prepared by HELIX Environmental Planning, Inc. (HELIX 2020). The remaining 1.94 acres of mitigation required will be allocated from available mitigation credits at the Central Tecolote Mitigation Site.

**MM-BIO-3**

Impacts to 0.02 acre of USACE wetland and non-wetland waters of the U.S. and 0.07 acre of RWQCB wetland and non-wetland waters of the State shall be mitigated at a minimum 1:1 ratio through the allocation of available mitigation credits at the Central Tecolote Mitigation Site, or other location deemed acceptable by the USACE. Impacts to waters of the U.S. and State would require issuance of a Section 404 CWA permit from the USACE and Section 401 Water Quality Certification from the RWQCB prior to impacts. Impacts to 0.55 acre of oak riparian forest and 0.18 acre of southern cottonwood-willow riparian forest of CDFW jurisdictional riparian habitat shall be mitigated at a 3:1 ratio. Impacts to 0.05 acre of coast live oak woodland, 0.19 acre of southern willow scrub, and 0.03 acre of mule fast scrub of CDFW jurisdictional riparian habitat shall be mitigation at a 2:1 ratio. Impacts to 0.03 acre of CDFW unvegetated streambed shall be mitigated at a 1:1 ratio. Combined mitigation for CDFW riparian habitat and streambed totals 2.76 acres. Mitigation for CDFW jurisdictional areas shall consist of on-site restoration of 0.81 acre of temporarily impacted riparian habitat and streambed areas and allocation of 1.97 acres of available mitigation credits at existing PUD mitigation sites. On-site restoration shall be completed in accordance with the *Restoration Plan for the Tecolote Canyon Trunk Sewer Improvement Project* prepared by HELIX Environmental Planning, Inc. (HELIX 2020). The remaining 1.97 acres of wetland mitigation required for this project will be allocated from available mitigation credits at the Central Tecolote Canyon Mitigation Site. The required 1:1 wetland creation/restoration component will be satisfied through on-site restoration of temporary impacts and the allocation of creation credit at the Tecolote Canyon Mitigation site. Impacts to CDFW jurisdictional habitat would require issuance of a CFG Code Section 1602 Streambed Authorization Agreement from the CDFW prior to impacts. Final mitigation requirements to offset impacts on federal and state jurisdictional waters will be determined as part of the permitting process with the USACE, RWQCB, and CDFW and will depend on mitigation type (creation, restoration, etc.), mitigation location, and quality of mitigation proposed; a 1:1 to 3:1 mitigation ratio is a reasonable estimate for planning purposes.

**MM-BIO-4 Least Bell's Vireo Avoidance.** No clearing, grubbing, grading, or other construction activities shall occur within 500 feet of riparian habitat during the least Bell's vireo breeding season (March 15 through September 15) until the following requirements have been met to the satisfaction of the City Manager:

- A. A qualified biologist shall survey those habitat areas that would be subject to construction noise levels exceeding 60 decibels [dB(a)] hourly average for the presence of the least Bell's vireo. Surveys for this species shall be conducted pursuant to the protocol survey guidelines established by the USFWS within the breeding season prior to the commencement of construction. If vireos are present, then Condition I and either II or III must be met:
  - I. Between March 15 and September 15, no clearing, grubbing, or grading of occupied vireo habitat shall be permitted. Areas restricted from such activities shall be staked or fenced under the supervision of a qualified biologist; AND
  - II. Between March 15 and September 15, no construction activities shall occur within any portion of the site where construction activities would result in noise levels exceeding 60 dB(a) hourly average at the edge of occupied vireo habitat. An analysis showing that noise generated by construction activities would not exceed 60 dB(a) hourly average at the edge of occupied habitat must be completed by a Qualified Acoustician (possessing current noise engineer license or registration with monitoring noise level experience with listed animal species) and approved by the City Manager at least two weeks prior to the commencement of construction activities. Prior to the commencement of any of construction activities during the breeding season, areas restricted from such activities shall be staked or fenced under the supervision of a Qualified Biologist; OR
  - III. At least two weeks prior to the commencement of construction activities, under the direction of a qualified acoustician, noise attenuation measures described in avoidance and minimization measure **BIO-1** shall be implemented to ensure that noise levels resulting from construction activities will not exceed 60 dB(a) hourly average at the edge of occupied vireo habitat.
- B. If least Bell's vireos are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the City Manager and applicable Resource Agencies that demonstrates whether or not mitigation measures such as noise walls are necessary between March 15 and September 15 as follows:

- I. If this evidence indicates the potential is high for least Bell's vireo to be present based on historical records or site conditions, then Condition A.III shall be adhered to as specified above.
- II. If this evidence concludes that no impacts to this species are anticipated, no additional measures would be necessary.

**MM-BIO-5** To avoid any direct impacts to avian species identified as a listed, candidate, sensitive, or special status species in the MSCP, such as Cooper's hawk, 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 sensitive birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre- construction survey to City Development Services Department for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines (i.e., appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

## **CULTURAL RESOURCES (ARCHAEOLOGY)**

### **CUL-1**

#### **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 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 can not 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 CSV 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.

### **TRIBAL CULTURAL RESOURCES**

Implementation of Mitigation Measure CUL-1 will reduce impacts to Tribal Cultural Resources to a less than significant level.

#### VI. PUBLIC REVIEW DISTRIBUTION:

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

##### Federal Government

U.S. Army Corps of Engineers  
Environmental Protection Agency  
U.S. Fish & Wildlife Service

##### State of California

State Clearinghouse  
California Coastal Commission  
California Department of Fish and Wildlife  
California Transportation Commission

##### City of San Diego

Councilmember Campbell, District 2  
Councilmember Cate, District 6  
Councilmember Campillo, District 7  
City Attorney's Office (MS 59)  
Development Services (501)  
Courtney Holowach, EAS  
Jeff Szymanski, EAS

Catherine Rom, Project Management  
Public Works  
    Juan Baligad  
    Peter Fogec  
Planning Department  
    Dan Monroe  
Facilities Financing, Tom Tomlinson  
Water Review, Leonard Wilson

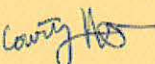
Interested Parties

Historical Resources Board  
Sierra Club  
San Diego Audubon Society  
Mr. Jim Peugh  
San Diego Coastkeeper  
Citizens Coordinate for Century 3  
Endangered Habitats League  
Carmen Lucas  
South Coastal Information Center  
San Diego Archaeological Center  
Save Our Heritage Organization  
Ron Christman  
Clint Linton  
Frank Brown Inter-Tribal Cultural Resources Council  
Campo Band of Mission Indians  
San Diego County Archaeological Society Inc.  
Native American Heritage Commission  
Kumeyaay Cultural Heritage Preservation  
Kumeyaay Cultural Repatriation Committee  
Native American Distribution  
Balboa Avenue Citizens Advisory Committee  
Clairemont Mesa Planning Committee  
San Diego Mesa College  
University of San Diego  
Clairemont Senior Citizens Club  
Tecolote Canyon Citizens Advisory Committee  
Friends of Tecolote Canyon  
Joe Marciano, Tecolote Canyon Rim, Owner's Protection Association  
Clairemont Town Council  
Linda Vista Planning Group  
Walt Shaw, Marian Bear Rec. Council  
Friars Village HOA  
Richard Drury  
Komalpreet Toor  
Stacey Osborne  
John Stump

VII. RESULTS OF PUBLIC REVIEW:

- ( ) No comments were received during the public input period.
- (x) Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.
- ( ) Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

Copies of the draft Mitigated Negative Declaration, the Mitigation, Monitoring and Reporting Program and any Initial Study material are available in the office of the Development Services Department for review, or for purchase at the cost of reproduction.

  
\_\_\_\_\_  
For  
Jeff Szymanski  
Senior Planner  
Development Services Department

\_\_\_\_\_  
7/9/21  
Date of Draft Report

Analyst: Holowach

\_\_\_\_\_  
8/17/21  
Date of Final Report

Attachments: Location Map  
Site Map





California Department of Transportation



DISTRICT 11  
4050 TAYLOR STREET, MS 240  
SAN DIEGO, CA 92110  
(619) 987-1043 | FAX (619) 688-4299 TTY 711  
[www.dot.ca.gov](http://www.dot.ca.gov)

August 9, 2021

11-SD-5  
PM 23.483  
Tecolote Trunk Sewer SDP  
MND/SCH#2021070135

Ms. Courtney Holowach  
City of San Diego  
1222 1st Avenue  
San Diego, CA 92101

Dear Ms. Holowach,

1)

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Mitigated Negative Declaration for the Tecolote Trunk Sewer SDP located near Interstate 5 (I-5). The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development-Intergovernmental Review (LD-IGR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

2)

Safety is one of Caltrans' strategic goals. Caltrans strives to make the year 2050 the first year without a single death or serious injury on California's roads. We are striving for more equitable outcomes for the transportation network's diverse users. To achieve these ambitious goals, we will pursue meaningful collaboration with our partners. We encourage the implementation of new technologies, innovations, and best practices that will enhance the safety on the transportation network. These pursuits are both ambitious and urgent, and their accomplishment involves a focused departure from the status quo as we continue to institutionalize safety in all our work.

3)

Caltrans is committed to prioritizing projects that are equitable and provide meaningful benefits to historically underserved communities, to ultimately improve transportation accessibility and quality of life for people in the communities we serve.

4)

We look forward to working with the City of San Diego in areas where the City and Caltrans have joint jurisdiction to improve the transportation network and connections between various modes of travel, with the goal of improving the experience of those who use the transportation system.

"Provide a safe and reliable transportation network that serves all people and respects the environment"

1. Comment noted. This comment is introductory in nature and does not require a response.
2. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.
3. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.
4. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.

Caltrans has the following comments:

**Environmental**

The analysis presented does not have any impact on Caltrans Right-of-Way (R/W). Should elements of the project and/or mitigation measures change to effect Caltrans R/W, we would then have discretionary authority of a portion of the project that is in Caltrans' R/W through the form of an encroachment permit process. Please contact us when you discover that Caltrans R/W is affected as we would appreciate meeting with you to discuss the elements of the environmental document that Caltrans will use for our subsequent environmental compliance.

5)

Should elements of the project and/or mitigation measures effect Caltrans R/W, we would then have discretionary authority over the portion of the project that is in Caltrans' R/W through the form of an encroachment permit process. As part of the encroachment permit process, the applicant must provide approved final environmental documents for this project, corresponding technical studies, and necessary regulatory and resource agency permits. Specifically, CEQA determinations or exemptions. Specifically, CEQA determinations or exemptions. Caltrans will be seeking to adopt the alternative and/or mitigation measure effecting State R/W in our subsequent environmental documentation. These supporting documents must address all environmental impacts within the Caltrans' R/W and address any impacts from avoidance and/or mitigation measures. Please contact us upon discovery that Caltrans R/W is affected as we would appreciate meeting with you to discuss the elements of the Mitigated Negative Declaration or other required documentation that Caltrans will use for our subsequent environmental compliance.

**Right-of-Way**

- Per Business and Profession Code 8771, perpetuation of survey monuments by a licensed land surveyor is required, if they are being destroyed by any construction.
- Any work performed within Caltrans' R/W will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction.

6)

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (619) 688-6158 or emailing [D11.Permits@dot.ca.gov](mailto:D11.Permits@dot.ca.gov) or by visiting the website at <https://dot.ca.gov/programs/traffic-operations/ep>.

Early coordination with Caltrans is strongly advised for all encroachment permits.

"Provide a safe and reliable transportation network that serves all people and respects the environment"

5. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.

6. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.

Ms. Holowach  
August 9, 2021  
Page 3

**Right-of-Way Utilities**

7) It is also understood by our agency that no new utility crossings on State Facilities will occur as a result of this project. However, any work performed within Caltrans' R/W will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction. As part of the encroachment permit process, the applicant must provide an approved final environmental document including the California Environmental Quality Act (CEQA) determination addressing any environmental impacts within the Caltrans' R/W, and any corresponding technical studies.

If you have any questions or concerns, please contact Kimberly Dodson, IGR Coordinator, at (619) 985-1587 or by e-mail sent to [Kimberly.Dodson@dot.ca.gov](mailto:Kimberly.Dodson@dot.ca.gov).

Sincerely,

*Kimberly Dodson*

For  
MAURICE A. EATON  
Branch Chief  
Local Development and Intergovernmental Review

7. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.



**San Diego County Archaeological Society, Inc.**

Environmental Review Committee

18 July 2021

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

Subject: Draft Mitigated Negative Declaration  
Tecolote Trunk Sewer SDP  
Project No. 650020


Dear Ms. Holowach:

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

1) Based on the information contained in the initial study and DMND, we concur in application of the archaeological and Native American monitoring program as defined in the DMND.

SDCAS appreciates inclusion in the environmental review process for this project.

Sincerely,

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

cc: SDCAS President  
File

P.O. Box 81106 San Diego, CA 92138-1106 (658) 538-0935

1. Comment noted. This comment does not speak to the adequacy of the environmental documents and does not require a response.

## INITIAL STUDY CHECKLIST

1. Project title/Project number: Tecolote Trunk Sewer SDP / 650020
2. Lead agency name and address: City of San Diego, 1222 First Avenue, MS-501, San Diego, California 92101
3. Contact person and phone number: Courtney Holowach / (619) 446-5187
4. Project location: The approximately 6.5-mile existing Tecolote Canyon Trunk Sewer is located within the Tecolote Canyon Natural Park, south of Genesee Avenue, and northwest of Tecolote Road in the City of San Diego, California.
5. Project Applicant/Sponsor's name and address: Juan Baligad, Senior Planner, Engineering, Support and Technical Services, Public Works Department, 525 B Street, San Diego, CA 92101
6. General/Community Plan designation: Claremont Mesa, Linda Vista, and Bay Park
7. Zoning: OP-2-1, OP-1-1 and RS-1-7
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.):

Site Development Permit (SDP) for the rehabilitation and replacement of the Tecolote Canyon Trunk Sewer located in the Claremont Mesa, Linda Vista, and Bay Park communities. The 6.5-mile long, gravity fed pipeline begins at the north side of the Genesee Avenue and Chateau Drive intersection and terminates at the intersection of Tecolote Road and West Morena Boulevard. The project would involve the replacement and rehabilitation of approximately 4.7-miles of the 6.5-mile-long trunk sewer and water main. The project would also construct access improvements which would minimize damage associated with future emergency repairs. These improvements would include stream crossings, manhole protection, and new access pathways. The project design would include both trenching and trenchless construction methods to minimize impacts to City of San Diego Environmentally Sensitive Lands (ESL).

The capacity of the trunk sewer would be increased along most of its length including: 8,380 linear feet (LF) of pipe to be increased from 15- to 18-inches , 630 LF of pipe to be increased from 18- to 21-inches , 5,250 LF of pipe to be increased from 21- to 24-inches, 2,060 LF of 21- and 24-inch pipe to be increased to 27-inch, and 1,990 LF of 24-inch pipe to be increased to a 30-inch pipe. Also, a total of 6,487 LF of 15-inch sewer main would be rehabilitated and 51 LF would be replaced in place without upsizing. In addition, approximately 690 LF of water main would be replaced in a different alignment in the Tecolote Canyon Golf Course area. The small vehicle trail that accesses the sewer would be improved through the installation of five stream crossings, which includes three engineered stream crossings (average 100-foot length; 12-foot width; three to 10-foot depth), the installation of a new bridge, and

replacement of an existing bridge. Currently, the dirt access trail ranges from 4 to 12 feet in width. The new path would utilize existing paths to the maximum extent possible. Trail improvements would include construction of access paths to manholes and improvement of existing pathways. The trench and manhole depth for the trunk sewer ranging from 11 to 25 feet deep and for the water main the depth range from 5 to 7 feet. Other activities include slope restoration and erosion protection around manholes.

The Tecolote Canyon Trunk Sewer Improvement project would be constructed over a period of approximately 26 months after permits and funding are secured.

9. Surrounding land uses and setting:

The approximately 6.5-mile existing Tecolote Canyon Trunk Sewer is located within the Tecolote Canyon Natural Park, south of Genesee Avenue, and northwest of Tecolote Road in the City of San Diego, California. The majority of the project area is within the boundaries of the Multi-habitat Planning Area (MHPA) of the City's MSCP Subarea Plan. The project area is located outside the Coastal Zone. There are 18 Accessors Parcel Numbers (APNs) listed for the project area, and most parcels are owned by the City. Other ownership includes private trust lands, San Diego Gas and Electric (SDG&E), and the University of San Diego.

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

U.S. Army Corps of Engineers  
Environmental Protection Agency  
California Coastal Commission

The following permits shall be obtained:

- A CWA Section 404 for discharge of dredged or fill material within water of the U.S.
- A CWA Section 401 state water quality certification for an action that may result in degradation of waters of the state

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, two Native American Tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1. The City of San Diego sent notification to these two Native American Tribes on November 20, 2019. Both the Lipay Nation of Santa Ysabel and the Jamul Indian Village responded within the 30-day period requesting consultation and additional information. Neither the Lipay Nation of Santa Ysabel and the Jamul Indian Village responded within the 30-day notification period. Please see Section XVII of the Initial Study for more information regarding the consultation.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and

address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

**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 type="checkbox"/> Land Use/Planning                          | <input type="checkbox"/> Transportation/Traffic     |
| <input checked="" type="checkbox"/> Cultural Resources Resources | <input type="checkbox"/> Mineral Resources                          | <input checked="" type="checkbox"/> Tribal Cultural |
| <input type="checkbox"/> Energy                                  | <input type="checkbox"/> Noise                                      | <input type="checkbox"/> Utilities/Service System   |
| <input type="checkbox"/> Geology/Soils                           | <input checked="" type="checkbox"/> Mandatory Findings Significance | <input type="checkbox"/> Wildfire                   |

**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, then 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.
- 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.

I. AESTHETICS – Would the project:

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

Although the project is located within Tecolote Canyon, which contains scenic resources, the proposed project would replace existing below grade infrastructure that would not be visible to the public. In addition, the Linda Vista and Clairemont Mesa Community Plans (CPs) contemplate the maintenance and improvement of existing essential public utility infrastructure to prevent service loss due to sewer failure. Furthermore, the project scope includes a restoration plan to restore any disturbance of the park to its previous undisturbed natural condition. The restoration plan is consistent with CPs’ objectives to preserve open space and natural drainage by revegetating disturbed areas with native vegetation. While construction equipment would be visible on a temporary basis, the staging area and the equipment would be removed at the end of construction and the site would be returned to its present condition. Since there would be no permanent change in public vistas, the proposed project would have a less than significant impact 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 new or replacement streetlights and would not utilize highly reflective materials. 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, 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 site does not contain and is not adjacent to any lands identified as Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as show on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resource Agency. Therefore, the project would not result in the conversion of such lands to non-agricultural use. No significant impacts would occur, and no mitigation measures are required.

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

Refer to response to II (a) above. There are no Williamson Act Contract lands on or within the vicinity of the project site. The project is consistent with the existing land use and the underlying zone. The project does not conflict with any agricultural use. No impacts would result.

- 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 not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production. No designated forest land or timberland occur onsite. No impacts would result.

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

Refer to response II (c) above. Additionally, the project would not contribute to the conversion of any forested land to non-forest use, as surrounding land uses are built out residential or designated open-space areas containing native grasslands. No impacts would result.

- 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?
- 

No Impact, Refer to II (a) and (c) above.

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?
- 

According to the City's Thresholds, a project may have a significant air quality impact if it could conflict with or obstruct the implementation of the applicable air quality plan. The San Diego Air Pollution Control District (SDAPCD) and San Diego Association of Governments (SANDAG) are responsible for developing and implementing the clean air plan for attainment and maintenance of the ambient air quality standards in the San Diego Air

Basin (SDAB). The County Regional Air Quality Strategy (RAQS) was initially adopted in 1991 and is updated on a triennial basis (most recently in 2016). The RAQS outlines the SDAPCD's plans and control measures designed to attain the state air quality standards for ozone (O3). The RAQS relies on information from the California Air Resources Board (CARB) and SANDAG, including mobile and area source emissions, as well as information regarding projected growth in San Diego County and the cities in the county, to project future emissions and then determine the strategies necessary for the reduction of emissions through regulatory controls. CARB mobile source emission projections and SANDAG growth projections are based on population, vehicle trends, and land use plans developed by San Diego County and the cities in the county as part of the development of their general plans.

As such, projects that propose development that is consistent with the growth anticipated by local plans would be consistent with the RAQS. However, if a project proposes development that is greater than that anticipated in the local plan and SANDAG's growth projections, the project might conflict with the RAQS and may contribute to a potentially significant cumulative impact on air quality.

The project is consistent with the General Plan, Clairemont Mesa Community Plan, Linda Vista Community Plan, and the underlying Zoning designation for development. Therefore, the project would be Consistent at a sub-regional level with the underlying growth forecasts in the RAQS and would not obstruct implementation of the RAQS. As such, any impacts would be less than significant.

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

Short-term Emissions (Construction)

Project construction activities would potentially generate combustion emissions from on-site heavy duty construction vehicles and motor vehicles transporting the construction crew and necessary construction materials. Exhaust emissions generated by construction activities would generally result from the use of typical construction equipment that may include excavation equipment, forklift, skip loader, and/or dump truck. Variables that factor into the total construction emissions potentially generated include the level of activity, length of construction period, number of pieces and types of equipment in use, site characteristics, weather conditions, number of construction personnel, and the number of materials to be transported on or off-site. It is anticipated that construction equipment would be used on-site for four to eight hours a day; however, construction would be short-term and impacts to neighboring uses would be minimal and temporary.

Fugitive dust emissions are generally associated with land clearing and grading operations. Due to the nature and location of the project, construction activities are expected to create minimal fugitive dust, because of the disturbance associated with grading. Construction operations would include standard measures as required by the City of San Diego to reduce potential air quality impacts to less than significant. Therefore, impacts associated with

fugitive dust are considered less than significant and would not violate an air quality standard or contribute substantially to an existing or projected air quality violation. Impacts related to short term emissions would be less than significant.

Long-term Emissions (Operational)

Long-term air emission impacts are those associated with stationary sources and mobile sources related to any change caused by a project. The project would replace existing infrastructure and is not expected to produce stationary source emissions. The project is compatible with the surrounding development and is permitted by the community plan and zone designation. Based on the residential land use, project emissions over the long-term are not anticipated to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Impacts would be less than significant.

Overall, the project is not expected to generate substantial emissions that would violate any air quality standard or contribute to an existing or projected air quality violation; therefore, impacts would be less than significant.

- 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)?

As described above in response III (b), construction operations may temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and short-term in duration. Implementation of Best Management Practices (BMP's) would reduce potential impacts related to construction activities to a less than significant level. 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. Impacts would be less than significant.

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

Short-term (Construction)

Odors would be generated from vehicles and/or equipment exhaust emissions during construction of the project. Odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment and architectural coatings. Such odors are temporary and generally occur at magnitudes that



would not affect a substantial number of people. Therefore, impacts would be less than significant.

Long-term (Operational)

The replacement of infrastructure is not expected to generate odors.

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?

A Biological Technical Report for the Tecolote Canyon Trunk Sewer project was prepared by Helix May 2021 (BTR). This report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project.

Vegetation Communities

The 2021 BTR indicates that the project proposes to impact 0.95 acres of wetlands, 4.33 acres of sensitive uplands habitat, all within the MHPA. These impacts would be mitigated based on the City’s mitigation ratios for mitigation land within the MHPA using credits available at existing PUD mitigation sites. Habitat mitigation incorporated into the Mitigation, Monitoring and Reporting Program (MMRP) for this project by reference in Section V of this MND and would reduce to below a level of significance.

Special Status Species

Per the BTR, one MSCP-covered plant species was observed within the Tecolote Canyon Trunk Sewer Improvement study area: San Diego Barrel cactus; and three MSCP-covered animal species (CAGN, Cooper’s hawk, and orange-throated whiptail), were observed on the project site and two additional species have high potential to occur, coast horned lizard and Least Bell’s Vireo. The monitoring measures incorporated into the MMRP and conditions of the site development permit would reduce the impact to less than significant.

The species-specific measures incorporated into the MMRP of the MND, and conditions of the site development permit, would reduce to below a level of significance.

- 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?

A Biological Technical Report for the Tecolote Canyon Trunk Sewer project was prepared by Helix May 2021 (BTR). This report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project.

The project will result in permanent and temporary impacts to jurisdictional wetlands and riparian habitat as defined by the USACE, RWQCB, CDFW, and City. Permanent impacts to wetlands would occur due to stream crossing improvements and access path improvements. Temporary impacts to wetlands would occur due to staging, construction work areas for tunneling, temporary widening of access paths for construction, and trenching.

Impacts include temporary impacts to 0.01 acre of wetland and 0.007 acre of non-wetlands under the jurisdiction of the USACE. Permanent impacts to 0.02 acre of non-wetland waters of the State, temporary impacts to 0.01 acre of wetland waters of the State, and temporary impacts to 0.049 acre to non-wetland waters of the State are subject to RWQCB jurisdiction. Impacts to wetland and non-wetland waters of the U.S./State would be significant and require mitigation. Additionally, a 404 Nationwide Permit would be required for impacts to 0.018 acre of USACE jurisdictional waters and wetlands pursuant to Section 404 of the Clean Water Act and Section 401 Water Quality Certification would be required for 0.079 acre of impacts to RWQCB jurisdictional waters and wetlands.

A total of 1.03 acres of CDFW jurisdictional riparian habitat and streambed comprised of 0.32 acre of permanent impacts and 0.71 acre of temporary impacts. Permanent impacts include 0.25 acre of oak riparian forest (including disturbed), 0.03 acre of coast live oak woodland, 0.001 acre of disturbed southern riparian forest, 0.03 acre of southern willow scrub (including disturbed phase), and 0.01 acre of unvegetated streambed. Temporary impacts include 0.30 acre of oak riparian forest (including disturbed phase), 0.02 acre of coast live oak woodland, 0.03 acre of mule fat scrub, 0.18 acre of disturbed southern riparian forest, and 0.16 acre of southern willow scrub (including disturbed phase), and 0.02 acre of unvegetated streambed. Impacts to CDFW jurisdictional riparian habitat and streambed would be significant and require mitigation. Additionally, a Streambed Alteration Agreement would be required for impacts to 1.03 acres of CDFW jurisdictional habitats pursuant to Section 1600 et seq. of the California Fish and Game Code.

Impacts to jurisdictional areas would be considered significant and require permitting through the appropriate regulatory agencies, as discussed above. Per BTR recommendation, the MMRP will require mitigation for impacts to jurisdictional areas and proposes mitigation ratios consistent with those required by the regulatory agencies (Table 11). However, mitigation ratios for impacts to USACE, RWQCB, and CDFW jurisdictional areas will be negotiated with the agencies and final approved mitigation ratios will supersede those

proposed here and will not be in addition to mitigation required by the City. Final mitigation requirements would be determined through consultation with the USACE, RWQCB, and CDFW, and would reduce impacts to less than significant. Additionally, project avoidance and minimization measures described in the BTR (Avoidance Measure-Bio-1) would ensure that inadvertent impacts to jurisdictional waters and wetlands located immediately adjacent to construction work areas are avoided. With the implementation of these measures the project will have no 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.

- 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?

While direct impacts to jurisdictional wetlands will occur, the project requires permit approvals through the US Army Corps of Engineers which will ensure that impacts to wetlands are mitigated to avoid substantial adverse impact. See also IV. b).

- 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?

Per the project’s BTR, no direct impacts to wildlife corridors are anticipated. The Tecolote Canyon Trunk Sewer Improvement project is a linear project. To the east and west of the narrow, linear project footprint there is a buffer area of native habitat between the project and residential areas. These areas can be used for wildlife movement through Tecolote Canyon during the construction of the project. Project construction activities may temporarily disrupt local wildlife in the area, but wildlife would be expected to move back into the area once construction activities have ceased. The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or wildlife corridor or impede the use of native wildlife nursery sites. Therefore, the impact would be considered less than significant.

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

The project has been reviewed by City MSCP staff and the discipline has no remaining issues regarding compliance with the MSCP. The project does not conflict with City's MSCP Subarea Plan.

- 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?

Please see IV E). The project does not conflict with any other local, regional, or state habitat conservation 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?

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

Many areas of San Diego County, including mesas and the coast, are known for intense and diverse prehistoric occupation and important archaeological resources. The region has been inhabited by various cultural groups spanning 10,000 years or more. The project site is located on the City of San Diego's Historical Resources Sensitivity map. Furthermore, the project site is located within an area of the Linda Vista and Clairemont Community Planning

areas that require special considerations with respect to the high potential archaeological sensitivity for project grading that could reveal unknown prehistoric resources.

The project would involve the replacement and rehabilitation of approximately 4.7 miles of the 6.5-mile-long trunk sewer and water main. It would also involve access improvements to minimize damage associated with future emergency repairs, and would include stream crossings, manhole protection, and new access pathways. The project design would include both open trenching and trenchless construction methods to minimize impacts to City Environmentally Sensitive Lands. Due to the ground disturbing activities the project has the potential to impact buried archaeological resources.

Therefore, mitigation measures related to Cultural Resources (Archaeology) are required. All potential impacts related to the presence of archeological resources at the site would be reduced and addressed through the purview of a qualified Archaeological and Native American monitor. Monitoring would occur at all stages of ground-disturbing activities at the site. Furthermore, a Mitigation, Monitoring, and Reporting Program (MMRP), as detailed within Section V of the Mitigated Negative Declaration (MND), would be implemented to address this issue specifically. With implementation of the historical resources monitoring program, potential impacts on historical resources would be reduced to less than significant.

Built Environment

Historic property (built environment) surveys are required for properties which are 45 years of age or older and which have integrity of setting, location, design, materials, workmanship, feeling, and association. There are no existing structures on site and no impacts would result.

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

Refer to response V (a) above.

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

The majority of the project site is located in the Friars and Scripps Formations which are rated as highly sensitive paleontological formations. Paleontological monitoring will be required during construction in accordance with the City of San Diego Land Development Code (LDC) Section 142.0151.

- d) Disturb and human remains, including those interred outside of dedicated cemeteries?

Section IV of the MMRP contains provisions for the 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. Additionally, no further work can commence until the procedures set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and the State Health and Safety Code (Sec. 7050.5) are undertaken. Based upon the required mitigation measure impacts would be less than significant.

VI. ENERGY – Would the project:

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

During project construction, the Air Resources Board regulates idling for commercial motor vehicles to reduce unnecessary consumption of energy under 13 CCR § 2485, Airborne Toxic Control Measure to Limit Diesel-Fueled Commercial Motor Vehicle Idling. Locally, Administrative Regulation 90.72 Motive Equipment Idling Reduction Policy applies to all City employees operating motive equipment owned or leased by the City of San Diego, which states idling of motive equipment shall be prohibited unless "mission necessary." Through implementation of these measures, energy consumption during construction would be less than significant.

The replacement and rehabilitation of sewer infrastructure would result in minimal energy utilization during operation. Energy impacts, if any, would be minimal and less than significant. No mitigation is required.

- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

The project is consistent with the General Plan and Community Plans' underlying land use and zoning designations, and appropriately implements the Climate Action Plan checklist. See also discussion under VIII. Greenhouse Gas Emissions. Because the project does not conflict with or obstruct the Climate Action Plan, no impact would occur.

VII. 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.

The project is not located within an Alquist-Priolo Fault Zone. Furthermore, the project would be required to comply with seismic requirement of the California Building Code, utilize proper engineering design and utilization of standard construction practices, in order to ensure that potential impacts based on regional geologic hazards would remain less than significant and mitigation is not required.

ii) Strong seismic ground shaking?

The site could be affected by seismic activity as a result of earthquakes on major active faults located throughout the Southern California area. The project would utilize proper engineering design and utilization of standard construction practices, in order to ensure that potential impacts from regional geologic hazards would remain less than significant and mitigation is not required.

iii) Seismic-related ground failure, including liquefaction?

Liquefaction occurs when loose, unconsolidated, water-laden soils are subject to shaking, causing the soils to lose cohesion. Implementation of the project would not result in an increase in the potential for seismic-related ground failure, including liquefaction. Impacts would be less than significant.

iv) Landslides?

The project would replace existing infrastructure. Implementation of the project would not expose people or structure to potential adverse effects, including the risk of loss, injury, or death involving landslide.

- b) Result in substantial soil erosion or the loss of topsoil?

The project would replace existing infrastructure. Implementation of the project would not result in substantial soil erosion or the 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?

Refer to VI.a. The project is not located on a geologic unit or soil that is unstable. In addition, 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 replacement of existing infrastructure.

VIII. 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 construction of the project is consistent with the land use and designated zone and would not have a significant impact related to greenhouse gases.

In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions that City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The CAP is a plan for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project's incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP's assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined through the use of this Checklist may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

The proposed project would not result in new occupancy buildings from which GHG emissions reductions could be achieved and therefore is not required to complete Step 2 of the Checklist per footnote 5. Therefore, since the project is consistent with Step 1 of the Climate Action Plan (CAP) Consistency Checklist, the proposed project will have a less-than-significant impact on the environment.

- 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 emissions in that it would be

constructed in an established suburban area with services and facilities available. In addition, the project is consistent with the underlying zone and land use designation.

IX. 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?

The project site was not listed in any of the databases for hazardous materials including the State Water Resources Control Board GeoTracker system, which includes leaking underground fuel tank sites inclusive of spills, leaks, investigations, and cleanups Program or the Department of Toxic Substances Control EnviroStor Data Management System, which includes CORTESE sites.

Construction activities for the project would involve the use of potentially hazardous materials including vehicle fuels, oils, transmission fluids, paint, adhesives, surface coatings and other finishing materials, cleaning solvents, and pesticides for landscaping purposes. However, the use of these hazardous materials would be temporary, and all potentially hazardous materials would be stored, used, and disposed of in accordance with manufacturers' specifications, applicable federal, state, and local health and safety regulations. As such, impacts associated with the transport, use, or disposal of hazardous materials would be less than significant during construction.

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

Refer to response VIII (a) above.

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

The proposed project location is not within one-quarter mile of an existing or proposed school. Therefore, project would not emit hazardous emissions or handle hazardous or

acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. No impact would result.

- 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?

A hazardous waste site records search was completed in November 2019 using Geotracker <https://geotracker.waterboards.ca.gov/> The records search showed that no hazardous waste sites exist onsite or in the surrounding area. No impacts would result.

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

The proposed project is not located within an airport land use plan or within two miles of a public airport or public use airport. No impacts would result.

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

The proposed project is not located within the vicinity of a private airstrip. No impacts would result.

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

The project would replace existing infrastructure. It would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impacts would result.

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

The proposed project would replace existing infrastructure. It would not 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. No impact would result.

X. HYDROLOGY AND WATER QUALITY - Would the project:

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

The project would comply with all storm water quality standards during and after construction, and appropriate Best Management Practices (BMP's) will be utilized and provided for on-site. Implementation of these BMP's would preclude any violations of existing standards and discharge regulations. BMPs will be addressed through the project's Conditions of Approval; therefore, impacts would be less than significant, and no mitigation measures are required.

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

The project does not require the construction of wells. The project would replace existing infrastructure. The construction of the project may generate an incremental use of water but it would not 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. Impacts would be less than significant.

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

The project would not substantially alter the existing drainage pattern of the site or the area. Although grading is proposed, the project would implement on-site BMPs, therefore ensuring that substantial erosion or siltation on- or off-site would not occur. Impacts would be less than significant, and no mitigation measures are required.

- 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?

The project would implement low impact development principles ensuring that a substantial increase in the rate or amount of surface runoff resulting in flooding on or off-site, or a substantial alteration to the existing drainage pattern would not occur. Streams or rivers do not occur on or adjacent to the project site. Impacts would be less than significant, and no mitigation measures are required.

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

The project would replace existing infrastructure and would not introduce any new conditions that would create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Impacts would be less than significant.

- f) Otherwise substantially degrade water quality?

The project would comply with all City storm water quality standards during and after construction. Appropriate BMP's would be implemented to ensure that water quality is not degraded. Impacts would be less than significant, and no mitigation measures are required.

- 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 would reconstruct existing infrastructure. It would not place housing within a 100-year flood hazard as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. No impacts would result.

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

See Response (IX) (g). No impacts would result.

XI. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project would replace existing infrastructure and would not physically divide an established community.

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

A Site Development Permit (SDP) is required pursuant to Section 126.0502 of the City's Municipal Code for projects that impact Environmentally Sensitive Lands (ESL), Designated Historical Resources (DHR), Traditional Cultural Properties (TCP), or Important Archaeological Sites (IAS). The proposed project would require an SDP for impacts to ESL.

The project alignment is located within a designated Resource Based Park (Tecolote Canyon Natural Park) in the Clairemont Mesa and Linda Vista Community Plans. However, the Community Plans (CPs) contemplate maintenance and improvement of existing essential public utility infrastructure to prevent service loss due to sewer failure. Furthermore, the project scope includes a restoration plan to restore any disturbance of the park to its previous undisturbed natural condition. Restoration plan is consistent with CP Objectives to preserve open space and natural drainage by revegetating disturbed areas with native vegetation.

The project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. No impacts to land use plans or policies would occur.

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

See Response X (a) and (b). All potential impacts related to the presence of biological resources have been mitigated. Impacts would be less than significant.

XII. MINERAL RESOURCES – Would the project:

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

The proposed project would replace existing infrastructure and would not 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.

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

The proposed project would replace existing infrastructure and would not 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.

XIII. 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 proposed project would replace existing infrastructure and would not result in the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Any short-term noise impacts related to construction activities would be required to comply with the construction hours specified in the City's Municipal Code (Section 59.5.0404, Construction Noise), which are intended to reduce potential adverse effects resulting from construction noise.

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

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.

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

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.

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

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.



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

The proposed project is not located within an airport land use plan, or within two miles of a public airport or public use airport. No impacts would result from the project.

- 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 proposed project is not located within the vicinity of a private airstrip.

XIV. POPULATION AND HOUSING – Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The proposed project would replace existing infrastructure and would not induce substantial population growth in the area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).

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

The project would replace existing infrastructure and would not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

- c) Displace substantial numbers of people, necessitating the

construction of replacement housing elsewhere?

The infrastructure project would not displace any people which would necessitate the construction of replacement housing elsewhere.

XV. PUBLIC SERVICES

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

i) Fire protection

The project would replace existing infrastructure and would not require the construction of new fire protection facilities.

ii) Police protection

The project would replace existing infrastructure and would not require the construction of new police protection facilities.

iii) Schools

The project would replace existing infrastructure and would not require the construction of new schools.

iv) Parks

The project would replace existing infrastructure and would not require the construction of new parks.

v) Other public facilities

The project would replace existing infrastructure and would not require the construction of any other new public facilities.

XVI. 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 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.

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

The project would replace existing infrastructure and does not include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

XVII. TRANSPORTATION/TRAFFIC – Would the project?

- a) Would the project or plan/policy conflict with an adopted program, plan, ordinance or policy addressing the transportation system, including transit, roadways, bicycle and pedestrian facilities?

The project would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, considering 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.

- b) Would the project or plan/policy result in VMT exceeding thresholds identified in the City of San Diego Transportation Study Manual?

The project would replace existing infrastructure and would not 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.

- c) Would the project or plan/policy 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 replace existing infrastructure and would not 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.

- d) Result in inadequate emergency access?
- 

The project would replace existing infrastructure and would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

XVIII. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or
- 

The project site is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant
-

pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Assembly Bill 52 (AB 52) requires as part of CEQA, evaluation of tribal cultural resources, notification of tribes, and opportunity for tribes to request a consultation regarding impacts to tribal cultural resources when a project is determined to require a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report under CEQA. In compliance with AB-52, the City notified all tribes that have previously requested such notification for projects within the City of San Diego. On November 20, 2019 the City of San Diego sent notification to the Iipay Nation of Santa Ysabel and the Jamul Indian Village for the purposes of AB 52. Neither the Iipay Nation of Santa Ysabel or the Jamul Indian Village responded within the 30-notification period engage in consultation. No additional mitigation measures are needed to address this issue area in addition to what has already been recommended for the project which will be incorporated into the Mitigation, Monitoring, and Reporting Program (MMRP).

XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

The proposed project would replace existing infrastructure and would be a comprehensive drainage system upgrade that addresses water quality and flood control management. It therefore would improve water quality and would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

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

The proposed project would replace existing infrastructure and would be a comprehensive drainage system upgrade that addresses water quality and flood control management. It therefore would improve water quality and It would not 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.

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

The proposed project would replace existing infrastructure and would not 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.

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

The proposed project would replace existing infrastructure and would be served by existing water supplies. No new or expanded entitlements are needed.

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

The proposed project would replace existing infrastructure and would not result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.

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

The proposed project would replace existing infrastructure and would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

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

The proposed project would replace existing infrastructure and would comply with federal, state, and local statutes and regulation related to solid waste.

XX. WILDFIRE – Would the project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

The 2017 San Diego County Multi-Jurisdictional Hazard Mitigation Plan (SDHMP) is the San Diego region’s plan toward greater disaster resilience in accordance with section 322 of the Disaster Mitigation Act of 2000. The project would not conflict with the goals, objectives, and actions of the SDHMP. Per Action 1.D.6, High fire hazard areas shall have adequate access for emergency vehicles.

The project is located in a Very High Fire Hazard Severity Zone (VHFHSZ). A traffic control plan would be provided per Standard Specifications for Public Works Construction, which would allow access for emergency vehicles. At least 48 hours in advance of closing, partially closing or reopening, any street, alley, or other public thoroughfare, the Police, Fire, Traffic and Engineering Departments shall be contacted. Therefore, the project would not conflict with emergency response and would not substantially impair an adopted emergency response plan. Impacts would be less than significant.

- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of wildfire?

While the project is located in a VHFHSZ, implementation of fire safety procedures in the Standard Specifications for Public Works Construction would reduce the potential for exacerbating fire risk due to construction activities to a less than significant level. Examples of these measures include:

- Prior to excavation, contractor must contact Underground Service Alert (Dig Alert). Contractor shall pothole and locate all underground utilities prior to excavation including flammable facilities such as SDGE gas mains and Navy gas fuel lines
- Contractor shall be required to prepare a community health and safety plan to address the potential for encountering hazardous substances at the worksite including flammable and combustible material, potential exposure to fires, explosions etc.
- Contractor must have and implement a hazardous material and waste storage plan

- Contractor to monitor and report petroleum contaminated soils
- Contractor shall provide fuel discontinuity by the separation of stockpiling of flammable material resulting from clearing and grubbing per brush management guidelines
- Contractor is required to have an emergency plan and 911 shall be immediately notified of any fire or explosion.

In addition, the project is required to implement SDMC §142.0412 Brush Management regulations. The rehabilitation, replacement, and construction of water and storm drain infrastructure would not impact the risk of wildfire during operation. The project would not significantly exacerbate wildfire risks, and no mitigation is required.

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- 

The project is currently serviced by existing infrastructure which would service the site during and after construction. The project area has adequate fire hydrant services and street access. No new infrastructure is proposed to support the project that may exacerbate fire risk. Impacts would be less than significant, and no mitigation is required.

- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?
- 

Within areas of vegetated land cover, the project revegetation plan revegetates all impact areas, in accordance with the City's Landscape Regulations and Land Development Code. The project would not expose people or structures to significant risk from flooding or landslide as a result of runoff, post-fire instability, or drainage changes.



XXI. 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?
- 

This analysis has determined that there is the potential of significant impacts related to Biological Resources, Cultural Resources (Archaeology) and Tribal Cultural Resources. However, mitigation measures included in this document would reduce these potential impacts to a less than significant level as outlined within the Mitigated Negative Declaration.

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

Cumulative impacts can result from individually minor but collectively significant actions taking place over time. For the purpose of this Initial Study, the project may have cumulative considerable impacts to Biological Resources, Cultural Resources (Archaeology) and Tribal Cultural Resources. As such, mitigation measures included in this document would reduce these potential impacts to a less than significant. Other future projects within the surrounding neighborhood or community would be required to comply with applicable local, State, and Federal regulations to reduce potential impacts to less than significant, or to the extent possible. As such, the project is not anticipated to contribute to potentially significant cumulative environmental impacts.

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

The reconstruction of existing infrastructure is consistent with the use anticipated by the City. Based on the analysis presented above, implementation of the aforementioned mitigation measures would reduce environmental impacts such that no substantial adverse effects on humans would occur.

**INITIAL STUDY CHECKLIST  
REFERENCES**

**I. Aesthetics / Neighborhood Character**

- City of San Diego General Plan
- Community Plans: Linda Vista Community Plan, Clairemont Community Plans

**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 and Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001
- City of San Diego Land Development Code Biology Guidelines
- Site Specific Report:

**V. Cultural Resources (includes Historical Resources and Built Environment)**

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

**VI. Geology/Soils**

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

**VII. Greenhouse Gas Emissions**

Site Specific Report:

**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/Drainage**

- 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](http://www.swrcb.ca.gov/tmdl/303d_lists.html)
- Site Specific Report:

**X. Land Use and Planning**

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

**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
- City of San Diego General Plan: Conservation Element
- Site Specific Report:

**XII. Noise**

- City of San Diego General Plan
- 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
- 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/Series 12 Population Forecasts, SANDAG
- Other:

**XV. Public Services**

- City of San Diego General Plan
- Community Plan

**XVI. Recreational Resources**

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

**XVII. Transportation / Circulation**

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

**XVIII. Utilities**

- Site Specific Report:

**XIX. Water Conservation**

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

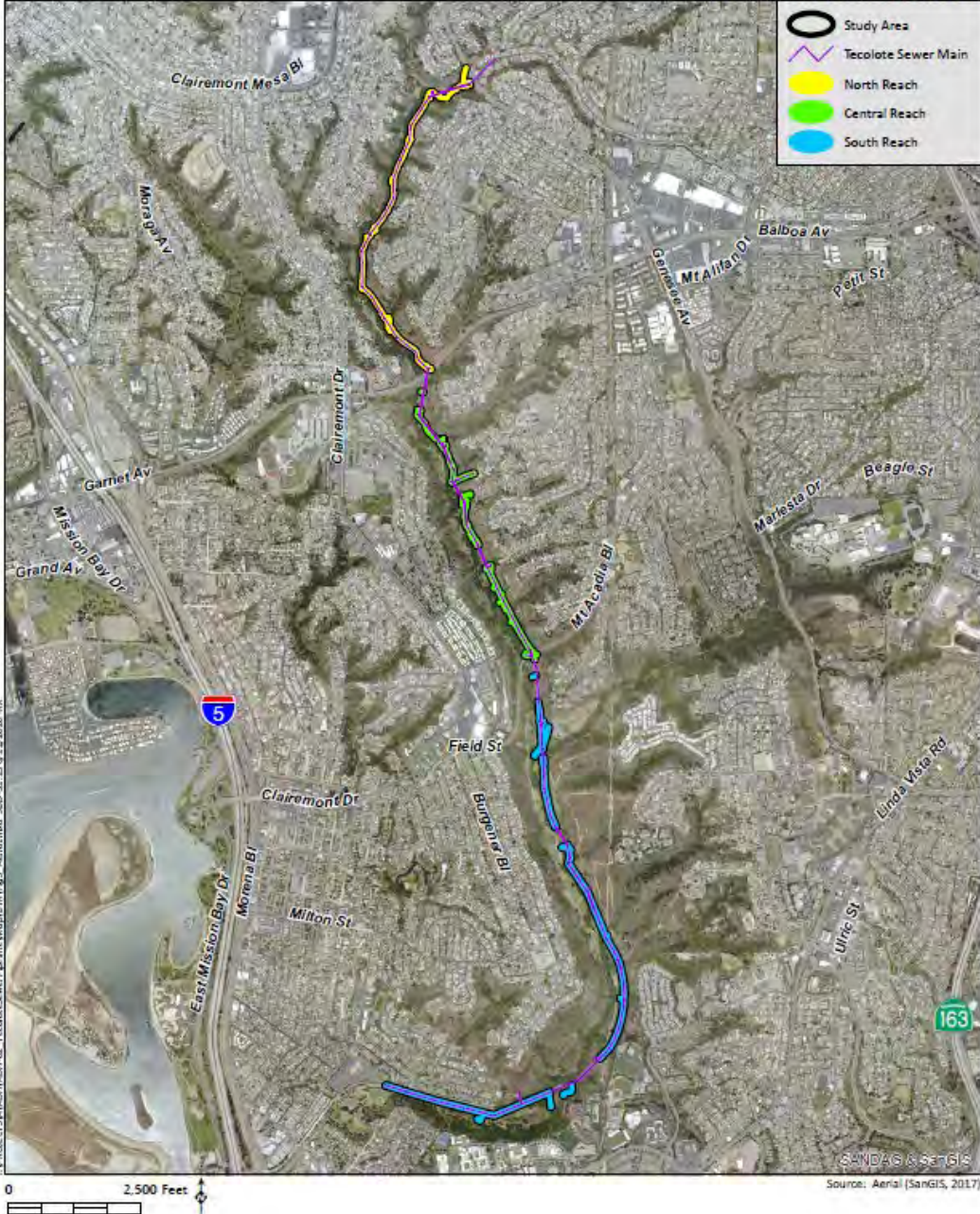
**XX. Water Quality**



Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html)  
Site Specific Report:

Revised: April 2021

Tecolote Canyon Trunk Sewer Improvements



**Location Map**  
Tecolote Trunk Sewer SDP/Project No. 650020  
 City of San Diego – Development Services Department

Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection  
 K-24-2217-DBB-3-C

**FIGURE**  
**No. 1**  
 235 | Page



KEY MAP



**Site Plan**  
Tecolote Trunk Sewer SDP/Project No. 650020  
 City of San Diego – Development Services Department

Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection  
 K-24-2217-DBB-3-C

**FIGURE**  
**No. 2**  
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**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

**Reference**

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

4. **POLICY**

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

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	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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



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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

<b>CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS</b>	<b>NUMBER DI 55.27</b>	<b>DEPARTMENT Water Department</b>
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

<b>Fire Hydrant Meter Removal Request</b>	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: <b>\$ 936.00</b> Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b> Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size: Backflow Make and Style:
Name:	Signature: Date:

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:        Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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



**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**



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

## Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAP**



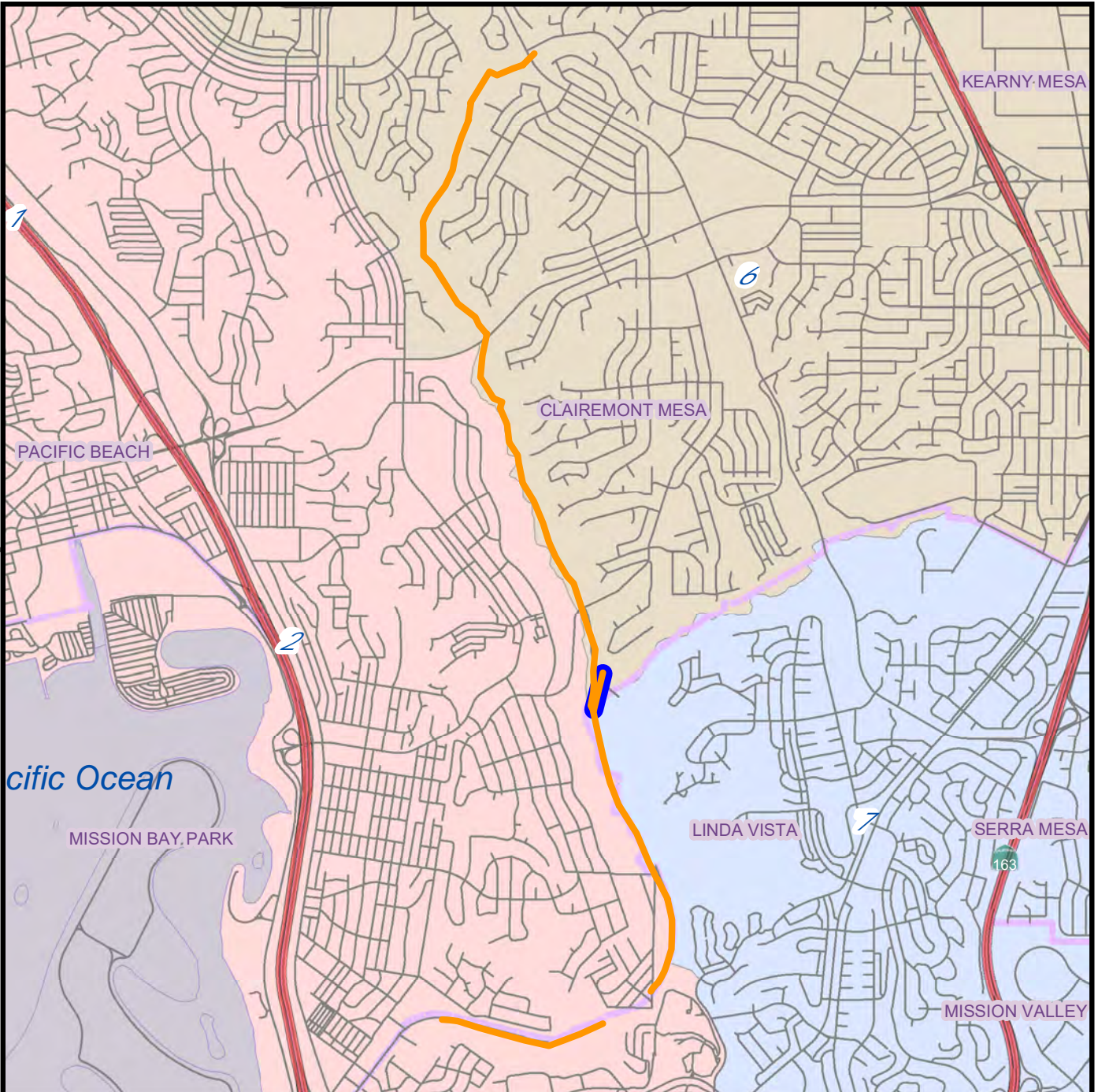
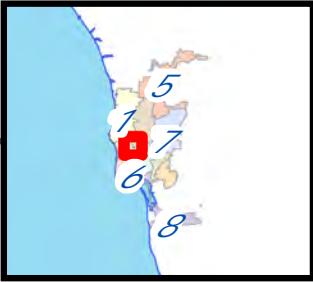
# Tecolote Canyon Trunk Sewer Improvement and Golf Course Water Connection

SENIOR ENGINEER  
Rex Narvaez  
619-533-5127

PROJECT MANAGER  
Jamal Sherzai  
619-533-4639

PROJECT ENGINEER  
Izaldin Al-Nobani  
619-533-6611

FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



Location Map

## Legend

— Tecolote Canyon Trunk Sewer Improvement    — Tecolote Canyon Golf Course Water Connection



COMMUNITY NAME: CLAIREMONT MESA    COUNCIL DISTRICT: 2, 6, 7  
PACIFIC BEACH, LINDA VISTA

WBS NO: S15020 (S) \ B15203 (W)



Date: 7/10/2023

Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection K-24-2217-DBB-3-C

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**APPENDIX F**  
**ADJACENT PROJECTS MAP**



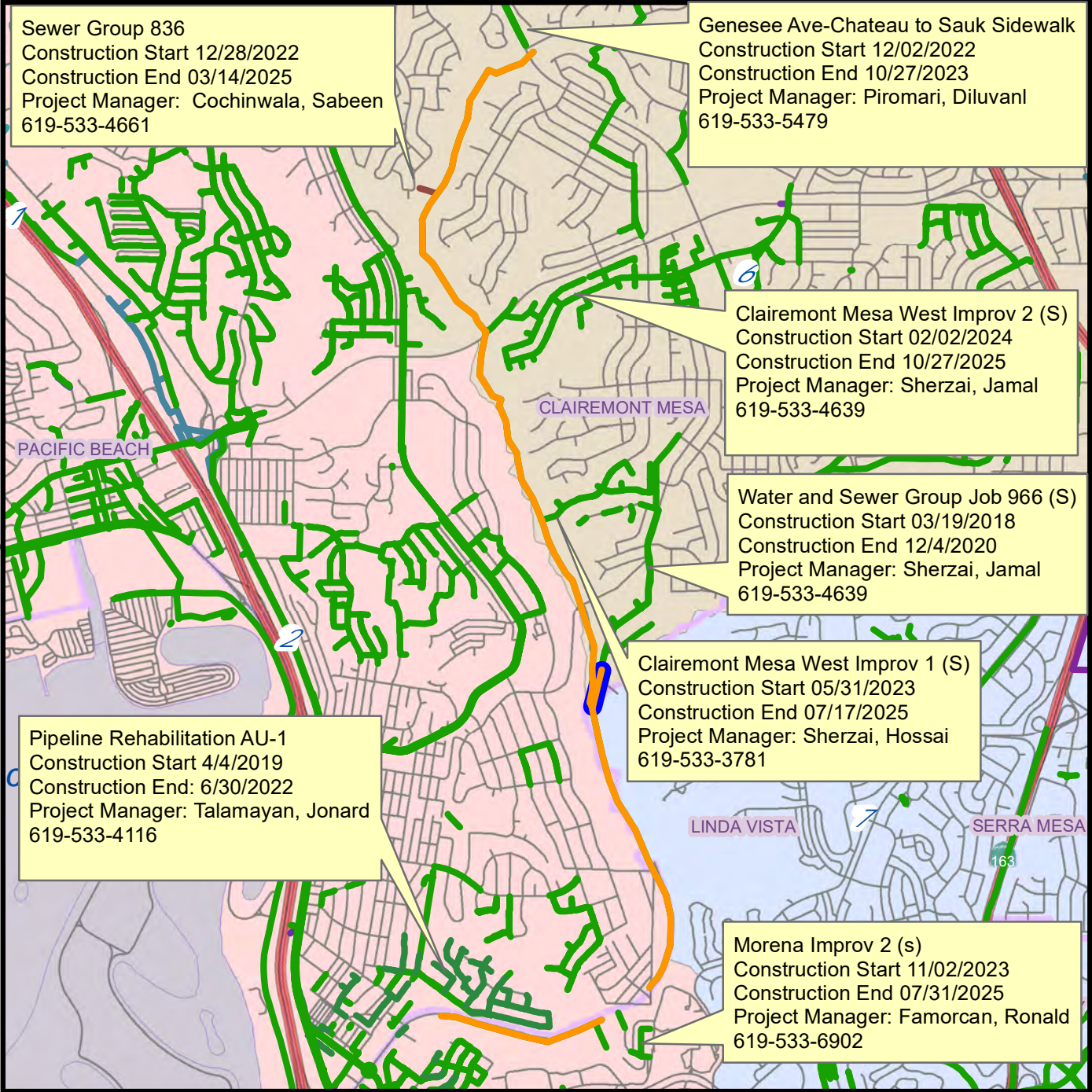
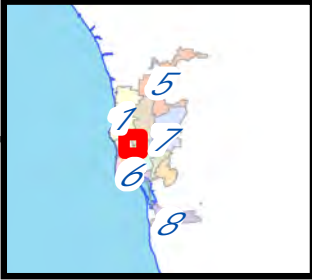
## Tecolote Canyon Trunk Sewer Improvement and Golf Course Water Connection

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FOR QUESTIONS ABOUT THIS PROJECT  
Call: 619-533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Adjacent Projects Map**

### Legend

— Tecolote Canyon Trunk Sewer Improvement    — Tecolote Canyon Golf Course Water Connection



COMMUNITY NAME: CLAIREMONT MESA  
PACIFIC BEACH, LINDA VISTA

COUNCIL DISTRICT: 2, 6, 7

WBS NO: S15020 (S) \ B15203 (W)



Date: 7/10/2023

Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection K-24-2217-DBB-3-C

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**APPENDIX G**

**CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT**



**Appendix G**

City of San Diego  
Asphalt Concrete Overlay  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date's City Laboratory representative was present:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: \_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Wet Track Abrasion: \_\_\_\_\_

Consistency Test: \_\_\_\_\_

Extraction Test: \_\_\_\_\_

Water Content: \_\_\_\_\_

Spread Rate: \_\_\_\_\_

Notes

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**  
**25 MONTH LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **J.R. Filanc Construction Co., Inc** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**, WBS/IO numbers **S-15020**, **B-15203**, Bid No. **K-24-2217-DBB-3-C**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

### INTRODUCTORY PROVISIONS

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

**E. Partial Release of Payment Bond and Performance Bond.**

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

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

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

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

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

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

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

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

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

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

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

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

1.4.2. Pest Control Advisor's License.

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

1.4.3. Registration with the County Agriculture Commission.

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

1.4.5. City of San Diego Business License.

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

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



## SECTION 2 - ADMINISTRATION

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

## SECTION 3: WORK SITE MAINTENANCE

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

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

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

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

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

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

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

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed \$138,000.00
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

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

## **SECTION 5: BONDS AND INSURANCE**

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

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

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

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

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

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

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

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

## **SECTION 6: MISCELLANEOUS**

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

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

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. **R-314178**, and by Contractor.

Dated this 25th day of June, 2024.

THE CITY OF SAN DIEGO

By:

  
\_\_\_\_\_  
Matt Vespi  
Chief Financial Officer

I HEREBY CERTIFY I can legally bind **J.R. Filanc Construction Company, Inc.** and that I have read this entire contract, this 4/26/2024 | 10:11 AM CDT

By:

Gregory Hesser  
\_\_\_\_\_

Printed Name: Gregory T. Hesser  
\_\_\_\_\_

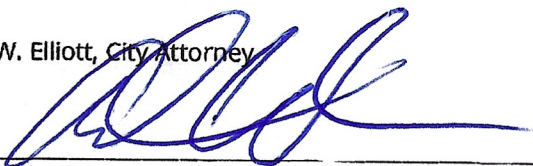
Title: Manager of Alberici Constructors Holdings, LLC  
\_\_\_\_\_

I HEREBY APPROVE the form of the foregoing Contract this

27th day of JUNE of 2024.

Mara W. Elliott, City Attorney

By:

  
\_\_\_\_\_

Printed Name:

MARA W. ELLIOTT  
\_\_\_\_\_  
Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **40034-65-D** through **40034-99-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/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

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

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

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

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

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



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

- D. **Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.

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

- E. **Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
  2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMMA. The City shall determine the value of the tree lost using the latest

International Society of Arboriculture (I.S.A.) guidelines for value determination.

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

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

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

- G. **Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

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

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

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

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

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

- J. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. **Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
  - 1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  - 2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- M. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, and signs shall be removed from the site and properly disposed of.

**EXHIBIT B**

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

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** A, B, C-10 134877

**Name of License Holder:** Mark E. Filanc, Omar Rodea

**Expiration Date:** Sept. 30, 2025

**City of San Diego Business License Number:** B1994000641

**Expiration Date:** Jan. 31, 2025

**APPENDIX I**  
**60 MONTH LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **60-Month Long-Term Maintenance and Monitoring Agreement (LTMMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and **J.R. Filanc Construction Company, Inc.** (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTMMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**, WBS/IO number **S-15020, B-15203**, Bid No. **K-24-2217-DBB-3-C**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMMA.

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



**E. Partial Release of Payment Bond and Performance Bond.**

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

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

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

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

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

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

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

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

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as **Exhibit B**.

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

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

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

1.4.2. Pest Control Advisor's License.

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

1.4.3. Registration with the County Agriculture Commission.

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

1.4.5. City of San Diego Business License.

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

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

## SECTION 2 - ADMINISTRATION

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

## SECTION 3: WORK SITE MAINTENANCE

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

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

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

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

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

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

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

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed \$1,360,000.00
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified

payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

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

4.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

4.3.3. The Contractor has provided a final work summary report to the City.

4.3.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

## **SECTION 5: BONDS AND INSURANCE**

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

5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

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

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

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

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

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

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

## **SECTION 6: MISCELLANEOUS**

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

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

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-314178, and by Contractor.

Dated this 25 day of June, 2024.

THE CITY OF SAN DIEGO

By:   
Matt Vespi  
Chief Financial Officer

I HEREBY CERTIFY I can legally bind J.R. Filanc Construction Company, Inc and that I have read this entire contract, this 4/26/2024 | 10:11 AM CDT

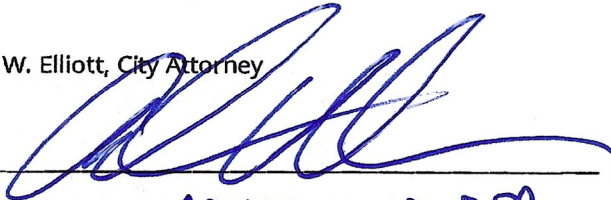
By: Gregory Tesser

Printed Name: Gregory T. Hesser

Title: Manager of Alberici Constructors Holdings, LLC

I HEREBY APPROVE the form of the foregoing Contract this

27<sup>th</sup> day of June of 2024.

Mara W. Elliott, City Attorney  
By:   
Printed Name: ADAM WARDEN  
Deputy City Attorney



## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **40034-65-D** through **40034-99-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/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

### III. Method of Performing Work.

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

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

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

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

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

- D. **Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.

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

- E. **Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
  2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest

International Society of Arboriculture (I.S.A.) guidelines for value determination.

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

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

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

- G. **Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

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

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

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

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

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

- J. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. **Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- M. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, and signs shall be removed from the site and properly disposed of.

**EXHIBIT B**

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

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** A, B, C-10 134877

**Name of License Holder:** Mark E. Filanc, Omar Rodea

**Expiration Date:** Sept. 30, 2025

**City of San Diego Business License Number:** B1994000641

**Expiration Date:** Jan. 31, 2025



**APPENDIX I**

**60 MONTH LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

## LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

This **60-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

### RECITALS

- A. Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**, WBS/IO number **S-15020, B-15203**, Bid No. **K-24-2217-DBB-3-C**.
- B. In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection** (Maintenance Requirements).
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

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

### INTRODUCTORY PROVISIONS

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

**E. Partial Release of Payment Bond and Performance Bond.**

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

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

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

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

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

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

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

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

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as **Exhibit B**.

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

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

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

1.4.2. Pest Control Advisor's License.

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

1.4.3. Registration with the County Agriculture Commission.

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

1.4.5. City of San Diego Business License.

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

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

## **SECTION 2 - ADMINISTRATION**

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

## **SECTION 3: WORK SITE MAINTENANCE**

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

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

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

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

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

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

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.

- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA will be included in the Contract Price in Section 5 of the above agreement.

- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified

payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.

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

4.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

4.3.3. The Contractor has provided a final work summary report to the City.

4.3.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

## **SECTION 5: BONDS AND INSURANCE**

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

5.1.1. A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price for this Bid item, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

5.1.2. A Performance Bond in an amount not less than the Contract Price for this bid item to guarantee the faithful performance of all Work within the time prescribed in a manner satisfactory to the City and to guarantee all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this LTMMA.

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

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

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

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

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

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

## **SECTION 6: MISCELLANEOUS**

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



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

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this \_\_\_\_\_ day of \_\_\_\_\_, **INSERT YEAR.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I HEREBY APPROVE the form of the foregoing Contract this

\_\_\_\_\_ day \_\_\_\_\_ of **INSERT YEAR.**

Mara W. Elliott, City Attorney

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Deputy City Attorney

## EXHIBIT A

### SCOPE OF WORK

- I. **Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **40034-65-D** through **40034-99-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/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

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

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

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

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

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

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

- D. **Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.

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

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

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

International Society of Arboriculture (I.S.A.) guidelines for value determination.

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

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

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

- G. **Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

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

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

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

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

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

- J. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- K. **Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- L. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook**.
- M. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, and signs shall be removed from the site and properly disposed of.



**EXHIBIT B**

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

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** \_\_\_\_\_

Name of License Holder: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**City of San Diego Business License Number:** \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**APPENDIX J**

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





**APPENDIX K**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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• "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 L**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**



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

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



---

Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

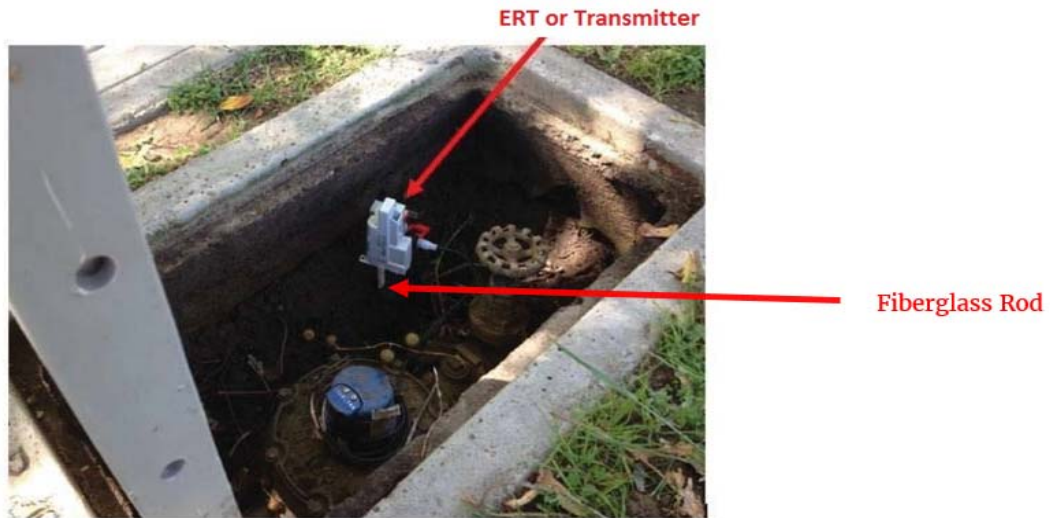


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 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 Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.**

## APPENDIX M

### ARCHAEOLOGY CONSTRAINTS ANALYSIS

For the above specified Analysis Report, Refer to the following link:

<https://drive.google.com/file/d/1kPYToGsj2ODcrFnpeq2Hv7QDESLX32g8/view>

## APPENDIX N

### PALEONTOLOGY CONSTRAINTS ANALYSIS

For the above specified Analysis Report, Refer to the following link:

<https://drive.google.com/file/d/1LhUw2a8FB0peM8oipyFA2Cv8uFx20rcT/view>



## **APPENDIX O**

### **CONSTRUCTION LIMITS OF WORK AND SITE ACCESS EXHIBITS**



**MANHOLE CONSTRUCTION ACCESS:**

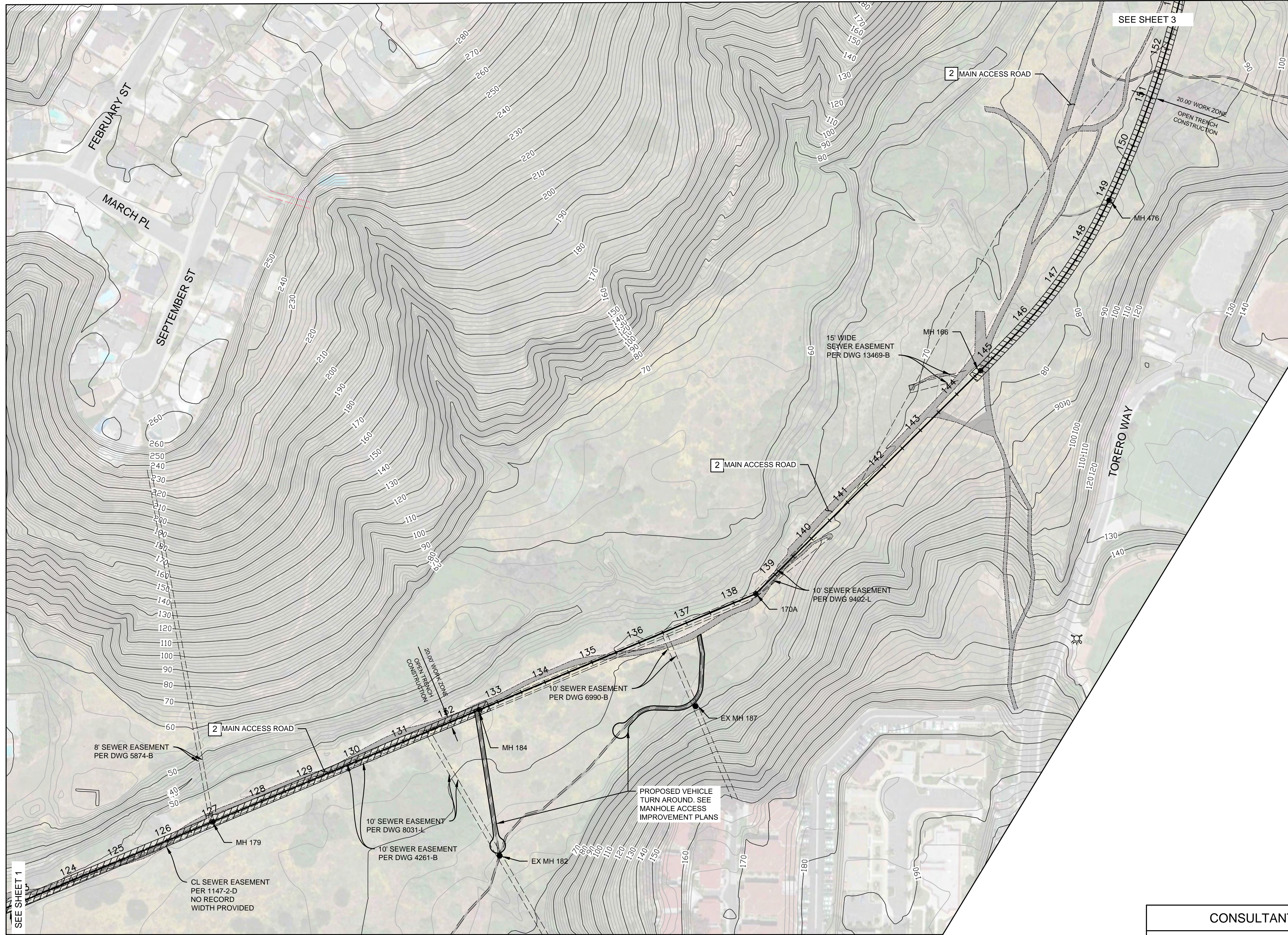
- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES
- EXISTING FIRE HYDRANT

- GENERAL NOTES:**
1. ACCESS IS ALLOWED INTO THE CANYON AT THE FOLLOWING LOCATIONS; GENESEE AVENUE, BALBOA AVENUE, MOUNT ASHMUN DRIVE, MOUNT ALMAGOSA PLACE, MOUNT ARIANA DRIVE, MOUNT ACADIA BOULEVARD, SNEAD AVENUE, AND TECOLOTE ROAD.
  2. CONTRACTOR TO PROVIDE FENCING TO DELINEATE LIMITS OF WORK PRIOR TO CLEARING AND GRUBBING.
  3. EQUIPMENT STORAGE SHALL OCCUR ONLY IN DESIGNED STORAGE AREAS.
  4. CONTRACTOR SHALL COORDINATE ACCESS LIMITS OF WORK WITH RESTORATION PLANS.
  5. ALL CONSTRUCTION ACTIVITIES SHALL BE MAINTAINED IN THE CONTRACTOR WORK ZONE. CONSTRUCTION ACTIVITIES OUTSIDE THE PERMITTED WORK ZONE OR ACCESS PATHS IS PROHIBITED. ACCIDENTAL DISTURBANCE BY CONTRACTOR TO HABITAT OUTSIDE THE WORK ZONE SHALL BE MITIGATED BY THE CONTRACTOR IN ACCORDANCE TO THE CITY'S BIOLOGICAL GUIDELINES AND RESTORED IN ACCORDANCE WITH THE RESTORATION PLANS.
  6. CONTRACTOR SHALL RESTORE THE EXISTING ACCESS PATH TO ORIGINAL CONDITION WHERE SURFACE IS RUTTING, DAMAGED ACCESS BY EQUIPMENT, OR WHERE GROUND HAS SETTLED DUE TO THE INSTALLATION OF THE WORK.
  7. BETWEEN MARCH 1 AND AUGUST 15 THE BREEDING SEASON OF THE GNATCATCHER, THE CONTRACTOR SHALL SURVEY HABITAT AREAS WHERE NOISE LEVELS MAY EXCEED 60 DECIBELS. IF GNATCATCHERS ARE PRESENT, CONTRACTOR MUST FOLLOW PROCEDURES AS OUTLINED IN THE BIOLOGICAL TECHNICAL REPORT (BTR) AND PROJECT PLANS AND SPECIFICATIONS.
  8. BETWEEN MARCH 15 AND SEPTEMBER 15 THE BREEDING SEASON OF THE LEAST BELL'S VIREO, THE CONTRACTOR SHALL SURVEY HABITAT AREAS WHERE NOISE LEVELS MAY EXCEED 60 DECIBELS. IF LEAST BELL'S VIREO ARE PRESENT, CONTRACTOR MUST FOLLOW PROCEDURES AS OUTLINED IN THE BIOLOGICAL TECHNICAL REPORT (BTR) AND PROJECT PLANS AND SPECIFICATIONS.
  9. COORDINATE ACCESS PATH WIDENING PER SHEETS 45 THROUGH 62 OF THE CONSTRUCTION PLANS.

CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS
<b>PSOMAS</b>	CONSTRUCTION LIMITS OF WORK & SITE ACCESS
401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 9 SHEETS

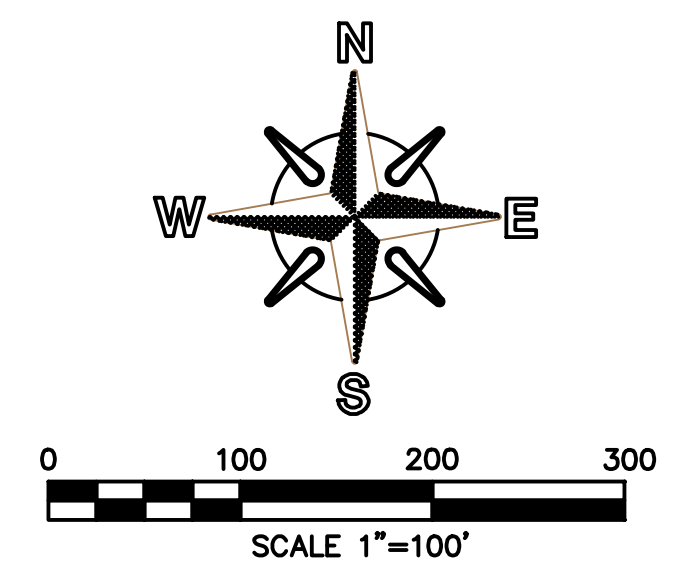


**MANHOLE CONSTRUCTION ACCESS:**

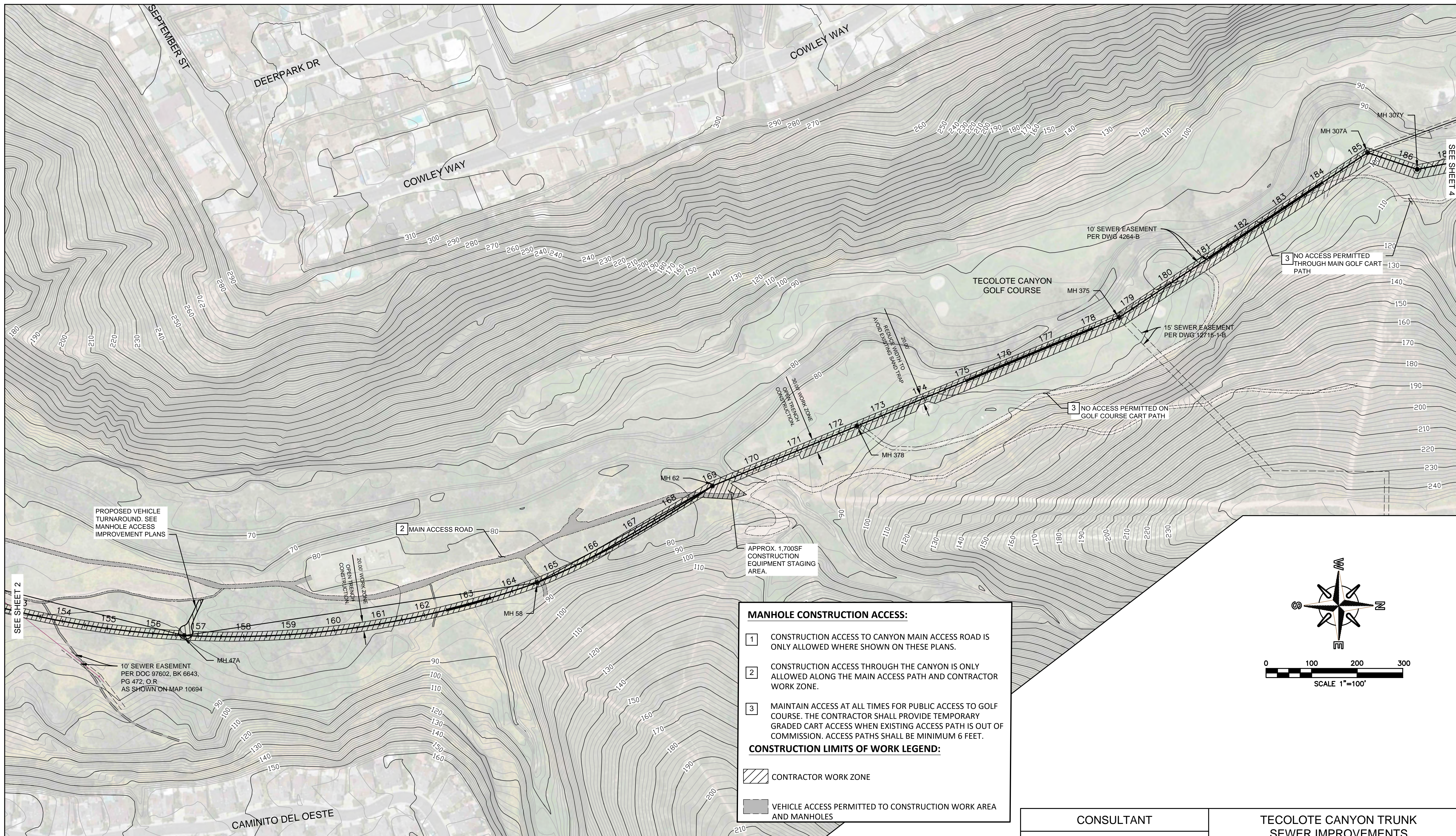
- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES
- EXISTING FIRE HYDRANT



CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS CONSTRUCTION LIMITS OF WORK & SITE ACCESS
<b>PSOMAS</b> <small>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</small>	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 2 OF 9 SHEETS	

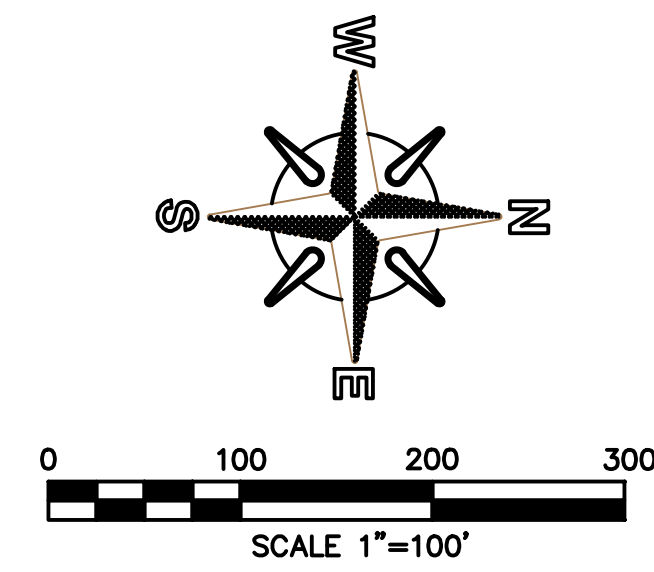


**MANHOLE CONSTRUCTION ACCESS:**

- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.
- 3 MAINTAIN ACCESS AT ALL TIMES FOR PUBLIC ACCESS TO GOLF COURSE. THE CONTRACTOR SHALL PROVIDE TEMPORARY GRADED CART ACCESS WHEN EXISTING ACCESS PATH IS OUT OF COMMISSION. ACCESS PATHS SHALL BE MINIMUM 6 FEET.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES



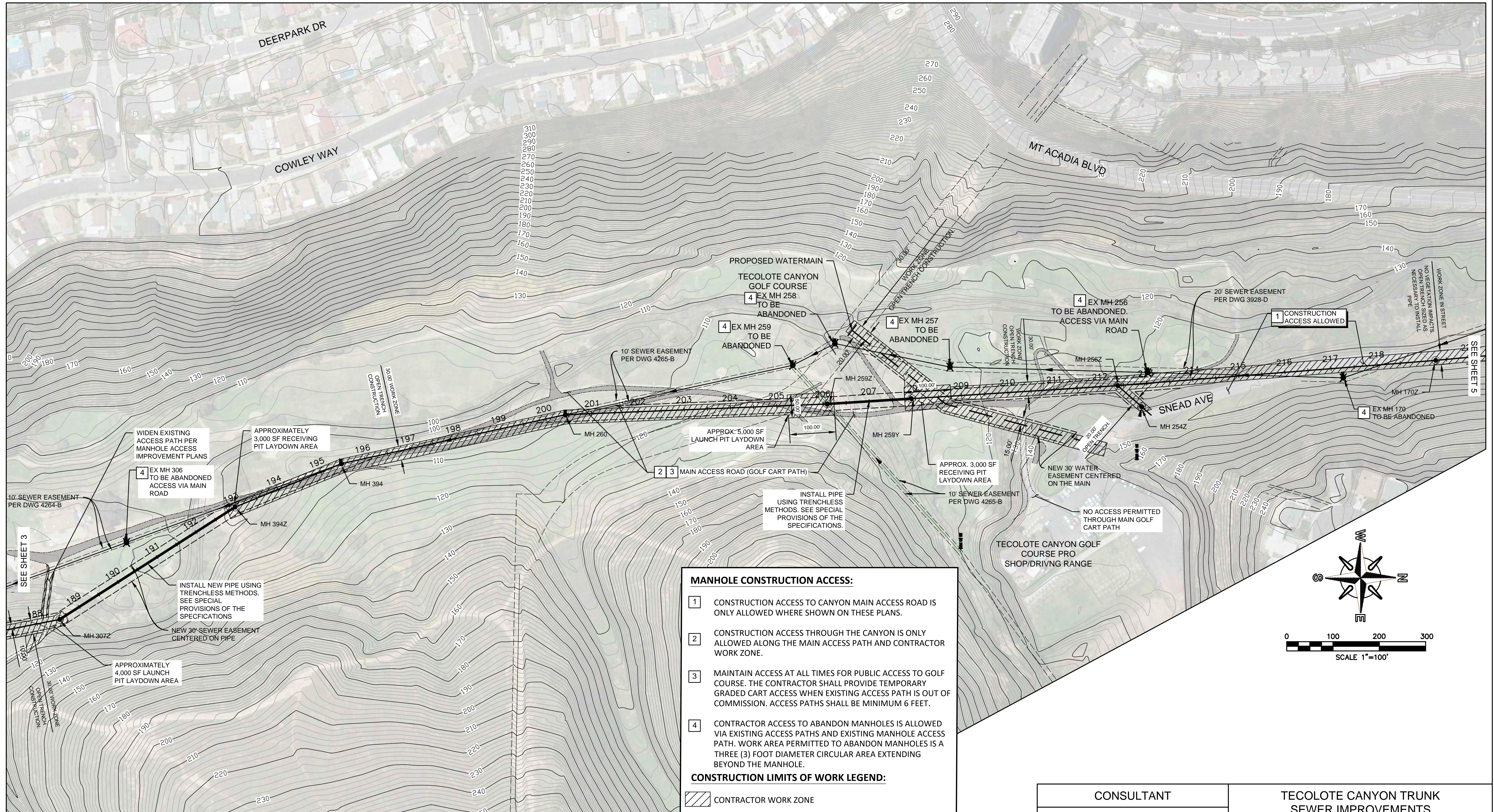
CONSULTANT

**PSOMAS**

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San Diego, CA 92101  
(619) 961-2800 (619) 961-2392 fax  
www.psomas.com

TECOLOTE CANYON TRUNK  
SEWER IMPROVEMENTS  
CONSTRUCTION LIMITS OF WORK & SITE  
ACCESS

CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS DEPARTMENT  
SHEET 3 OF 9 SHEETS

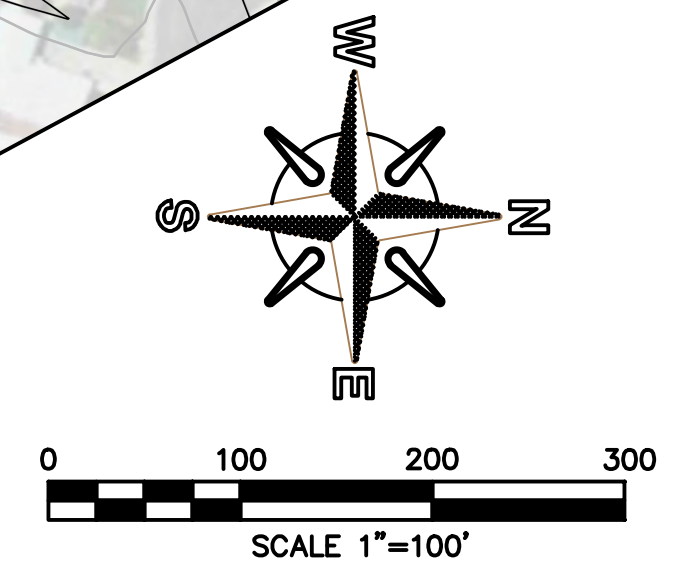


**MANHOLE CONSTRUCTION ACCESS:**

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- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.
- 3 MAINTAIN ACCESS AT ALL TIMES FOR PUBLIC ACCESS TO GOLF COURSE. THE CONTRACTOR SHALL PROVIDE TEMPORARY GRADED CART ACCESS WHEN EXISTING ACCESS PATH IS OUT OF COMMISSION. ACCESS PATHS SHALL BE MINIMUM 6 FEET.
- 4 CONTRACTOR ACCESS TO ABANDON MANHOLES IS ALLOWED VIA EXISTING ACCESS PATHS AND EXISTING MANHOLE ACCESS PATH. WORK AREA PERMITTED TO ABANDON MANHOLES IS A THREE (3) FOOT DIAMETER CIRCULAR AREA EXTENDING BEYOND THE MANHOLE.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES






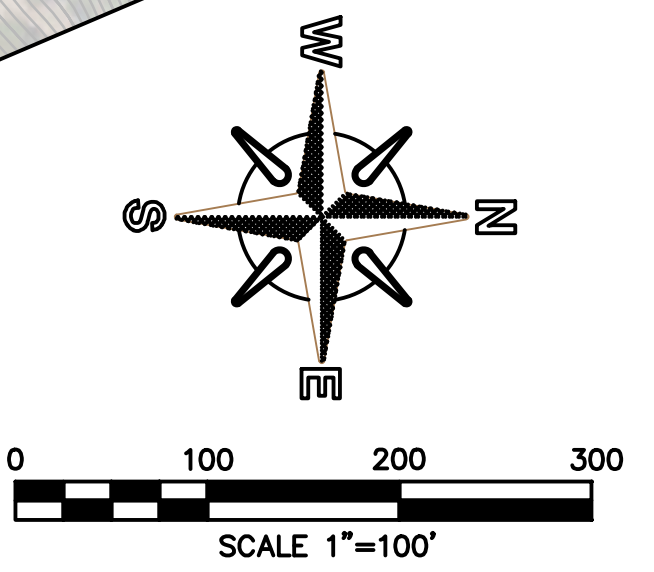
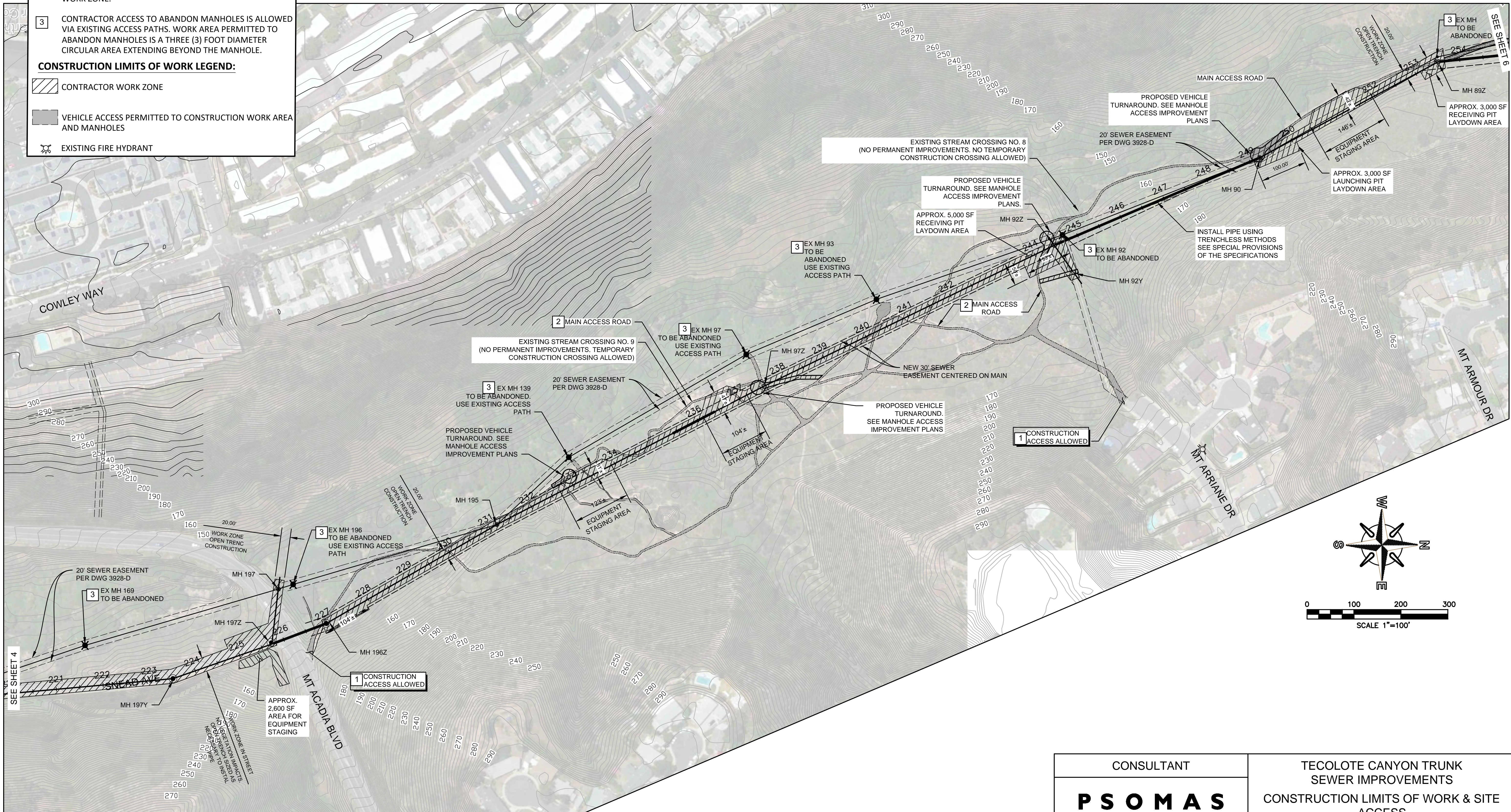
<p>CONSULTANT</p> <p><b>PSOMAS</b></p> <p><small>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</small></p>	<p>TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS CONSTRUCTION LIMITS OF WORK &amp; SITE ACCESS</p> <p>CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 4 OF 9 SHEETS</p>
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**MANHOLE CONSTRUCTION ACCESS:**

- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.
- 3 CONTRACTOR ACCESS TO ABANDON MANHOLES IS ALLOWED VIA EXISTING ACCESS PATHS. WORK AREA PERMITTED TO ABANDON MANHOLES IS A THREE (3) FOOT DIAMETER CIRCULAR AREA EXTENDING BEYOND THE MANHOLE.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

-  CONTRACTOR WORK ZONE
-  VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES
-  EXISTING FIRE HYDRANT



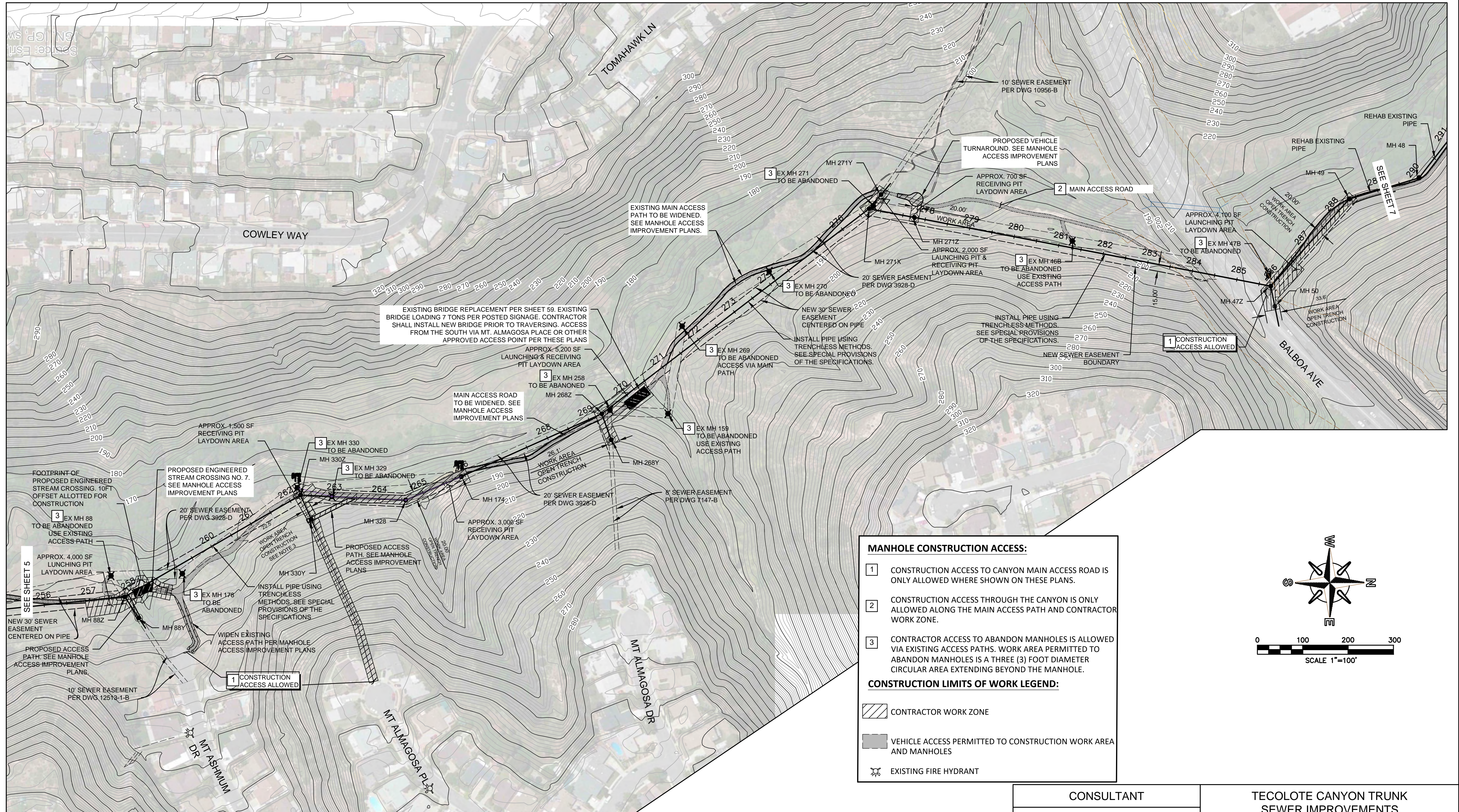
CONSULTANT

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 www.psomas.com

TECOLOTE CANYON TRUNK  
 SEWER IMPROVEMENTS  
 CONSTRUCTION LIMITS OF WORK & SITE  
 ACCESS

CITY OF SAN DIEGO, CALIFORNIA  
 PUBLIC WORKS DEPARTMENT  
 SHEET 5 OF 9 SHEETS



**MANHOLE CONSTRUCTION ACCESS:**

- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
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- 3 CONTRACTOR ACCESS TO ABANDON MANHOLES IS ALLOWED VIA EXISTING ACCESS PATHS. WORK AREA PERMITTED TO ABANDON MANHOLES IS A THREE (3) FOOT DIAMETER CIRCULAR AREA EXTENDING BEYOND THE MANHOLE.

**CONSTRUCTION LIMITS OF WORK LEGEND:**

- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES
- EXISTING FIRE HYDRANT

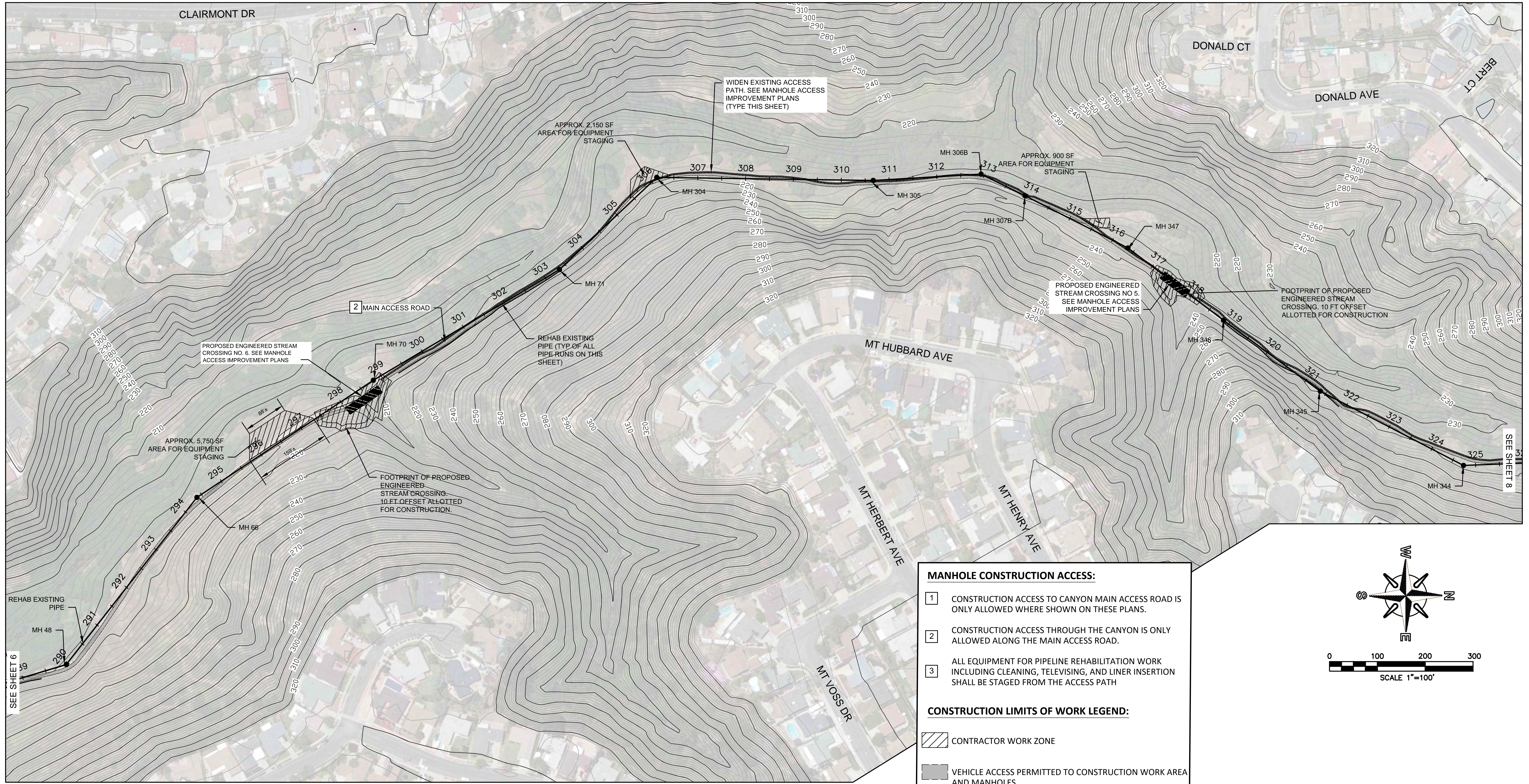
CONSULTANT

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 PUBLIC WORKS DEPARTMENT  
 SHEET 6 OF 9 SHEETS

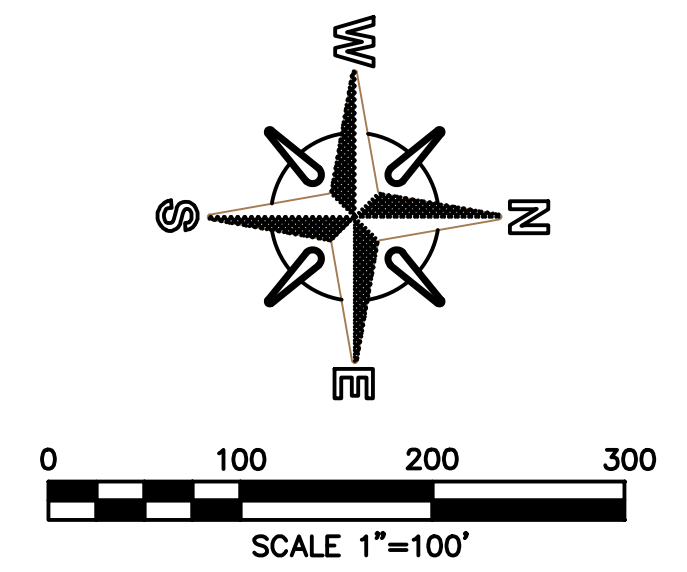


**MANHOLE CONSTRUCTION ACCESS:**

- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
- 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS ROAD.
- 3 ALL EQUIPMENT FOR PIPELINE REHABILITATION WORK INCLUDING CLEANING, TELEVISION, AND LINER INSERTION SHALL BE STAGED FROM THE ACCESS PATH

**CONSTRUCTION LIMITS OF WORK LEGEND:**


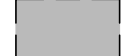
- CONTRACTOR WORK ZONE
- VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES

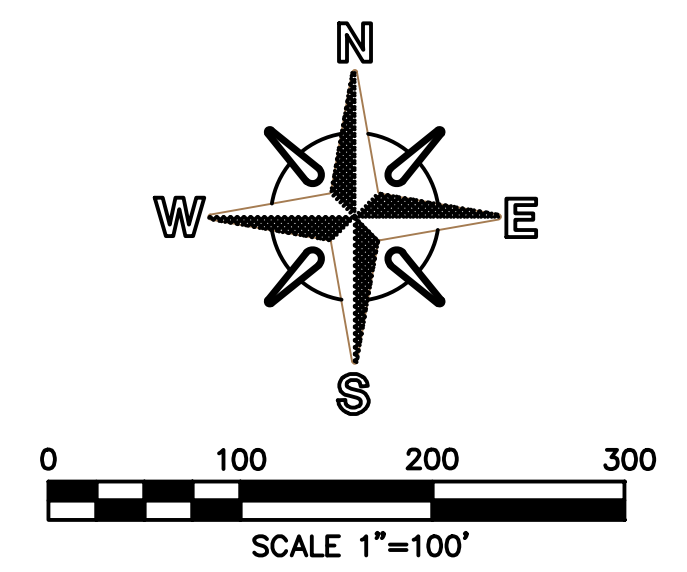


<p>CONSULTANT</p> <p><b>PSOMAS</b></p> <p><small>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</small></p>	<p>TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS CONSTRUCTION LIMITS OF WORK &amp; SITE ACCESS</p> <p>CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 7 OF 9 SHEETS</p>
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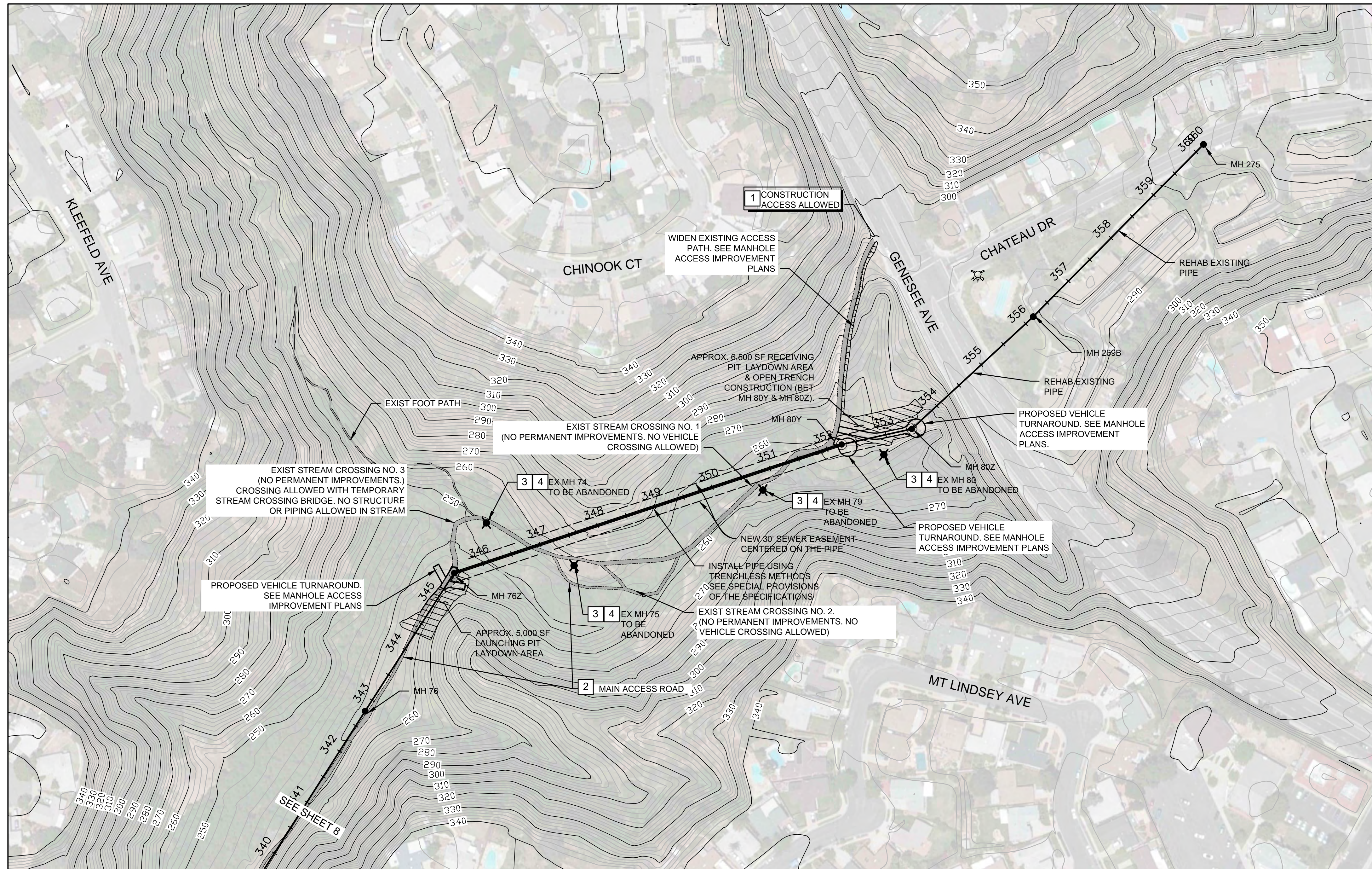




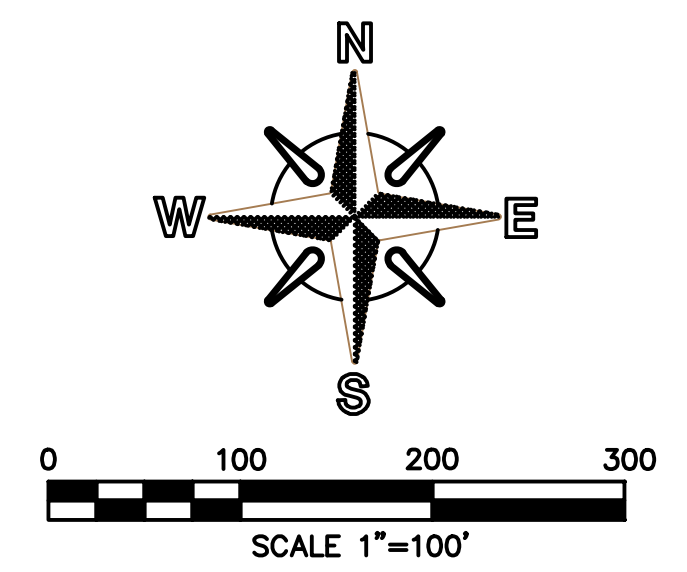
- MANHOLE CONSTRUCTION ACCESS:**
- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
  - 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS ROAD.
  - 3 ALL EQUIPMENT FOR PIPELINE REHABILITATION WORK INCLUDING CLEANING, TELEVISION, AND LINER INSERTION SHALL BE STAGED FROM THE ACCESS PATH
- CONSTRUCTION LIMITS OF WORK LEGEND:**
-  CONTRACTOR WORK ZONE
  -  VEHICLE ACCESS PERMITTED TO CONSTRUCTION WORK AREA AND MANHOLES



CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS CONSTRUCTION LIMITS OF WORK & SITE ACCESS
<b>PSOMAS</b> <small>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</small>	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 8 OF 9 SHEETS	



- MANHOLE CONSTRUCTION ACCESS:**
- 1 CONSTRUCTION ACCESS TO CANYON MAIN ACCESS ROAD IS ONLY ALLOWED WHERE SHOWN ON THESE PLANS.
  - 2 CONSTRUCTION ACCESS THROUGH THE CANYON IS ONLY ALLOWED ALONG THE MAIN ACCESS PATH AND CONTRACTOR WORK ZONE.
  - 3 CONTRACTOR ACCESS TO ABANDON MANHOLES IS ALLOWED VIA EXISTING ACCESS PATHS. WORK AREA PERMITTED TO ABANDON MANHOLES IS A THREE (3) FOOT DIAMETER CIRCULAR AREA EXTENDING BEYOND THE MANHOLE.
  - 4 CONTRACTOR SHALL ABANDON MANHOLE USING HAND TOOLS ONLY. SEE SPECIAL PROVISIONS OF THE SPECIFICATIONS.
  - 5 ALL EQUIPMENT FOR PIPELINE REHABILITATION WORK INCLUDING CLEANING, TELEVISION, AND LINER INSERTION SHALL BE STAGED FROM THE ACCESS PATH
- CONSTRUCTION LIMIT OF WORK LEGEND:**
- CONTRACTOR WORK ZONE
  - VEHICLE ACCESS PERMITTED TO MANHOLE
  - EXISTING FIRE HYDRANT



CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS CONSTRUCTION LIMITS OF WORK & SITE ACCESS
<b>PSOMAS</b> <small>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</small>	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 9 OF 9 SHEETS	

**APPENDIX P**

**RESTORATION PLAN**

# Restoration Plan for the Tecolote Canyon Trunk Sewer Improvement Project

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September 30, 2020

SDD-31.13

Mr. Sean Paver  
City of San Diego Public Works Department  
525 B Street, Suite 750  
San Diego, CA 92101

Subject: Restoration Plan for the Tecolote Canyon Trunk Sewer Improvement Project

Dear Mr. Paver:

This letter presents the restoration plan (hereafter referred to as Plan) for temporary impacts associated with the City of San Diego (City) Engineering & Capital Projects Department (ECPD) Tecolote Canyon Trunk Sewer Improvement Project (project) located in Tecolote Canyon Natural Park. The proposed restoration would be located within Tecolote Park on land owned by the City. This Plan intends to provide the framework for restoration of temporary impacts to riparian habitat and sensitive upland habitats, as well as to jurisdictional resources subject to the U.S. Army Corps of Engineers (USACE) jurisdiction pursuant to Section 404 of the federal Clean Water Act (CWA), Regional Water Quality Control Board (RWQCB) jurisdiction pursuant to Section 401 of the CWA or State Porter-Cologne Water Quality Control Act, California Department of Fish and Wildlife (CDFW) jurisdiction under Section 1602 of the California Fish and Game Code, and wetlands subject to the City's Environmentally Sensitive Lands (ESL) Ordinance Regulations. The proposed restoration of native habitat within Tecolote Canyon implements the goals and objectives of the City's Multiple Species Conservation Program (MSCP) Subarea Plan (City of San Diego [City] 1997) and Tecolote Canyon Natural Resource Management Plan (HELIX Environmental Planning, Inc. [HELIX] 2006) and follows the City's Land Development Code Biology Guidelines (City 2018). Included in this document are an installation plan, maintenance plan, and monitoring program for proposed restoration. Nomenclature used in this report follows Oberbauer (2008) and City's Biology Guidelines (City 2018) for vegetation communities, Jepson Flora Project (eds. 2017) for plants, and American Ornithological Society (2016) for birds.

## PROJECT LOCATION

The approximately 6.5-mile Tecolote Canyon Trunk Sewer is located within the Tecolote Canyon Natural Park, south of Genesee Avenue, and northwest of Tecolote Road in the City of San Diego, California (Figure 1, *Regional Location Map*). The project is located within unsectioned lands of the Pueblo land grant in Townships 15 and 16 South, Range 3 West as shown on the U.S. Geological Survey (USGS) 7.5-minute La Jolla quadrangle map (Figure 2, *Project Vicinity Map [USGS Topography]*). The majority of project impacts are within the Multi-Habitat Planning Area (MHPA) of the City's MSCP Subarea Plan (City

1997) boundaries (Figure 3, *Project Vicinity Map [Aerial Photograph]*). The project area is divided into three reaches: north, central, and south. The northern reach is north of Balboa Avenue, the central reach is between Balboa Avenue and Mount Acadia Boulevard, and the southern reach is south of Mount Acadia Boulevard.

## PROJECT DESCRIPTION

The Tecolote Canyon Trunk Sewer was built in the 1950s and is composed of vitrified clay that is generally greater than 18 inches in diameter. In 2012, the trunk sewer was assessed, and it was determined that improvements were required. Computer modeling indicated the sewer would reach capacity in 2017-2020 and that improved capacity is required due to rainfall inflow and infiltration during the rainy season. Inflow occurs from rainfall runoff entering the sewer system via manholes, and infiltration occurs from water entering cracks and breaks in the existing sewer pipes. Additionally, a closed-circuit television investigation of the pipe revealed deteriorated conditions and damages in the upper portion of the alignment.

The project will involve the replacement and rehabilitation of approximately 4.7 miles of the 6.5-mile trunk sewer and water main. It will also involve access improvements to minimize damage associated with emergency repairs and will include stream crossings, manhole protection, and new access pathways. The project design will include both open trenching and trenchless construction methods to minimize impacts to City Environmentally Sensitive Lands.

## EXISTING CONDITIONS

The City defines sensitive habitat as Environmentally Sensitive Lands in their Biology Guidelines (City 2018). According to these guidelines, all wetlands and associated plant communities, and Tier I through IIIB uplands, are considered sensitive habitat and impacts to these areas require mitigation. The project site supports 11 sensitive vegetation communities (Figures 4-1 through 4-9): oak riparian forest (including disturbed phase), mule fat scrub, southern riparian forest (including disturbed phase and existing restored areas), southern willow scrub (including disturbed phase), maritime succulent scrub, coast live oak woodland, native grassland (comprised entirely of existing restored areas), Diegan coastal sage scrub (including disturbed phase and existing restored areas), southern mixed chaparral (including disturbed phase), poison oak chaparral, and non-native grassland (including disturbed phase and existing restored areas). Non-sensitive vegetation communities within the project site consist of eucalyptus woodland, disturbed land, non-native vegetation/ornamental, and developed land.

The project area is located within the bottom of the canyon, which runs generally from north to south, and is situated along the east side of Tecolote Creek. The surrounding topography rises above the project site to the east and west. The northern end of the project site is approximately 200 feet above mean sea level (amsl) in elevation and the south end of the project site is approximately 45 feet amsl in elevation.

Nine soil types are mapped within the project area (U.S. Department of Agriculture 2014). The two most common soil types are Terrace escarpments and Reiff fine sandy loam, two to five percent slopes. The seven other soil types present include: Salinas clay loam, two to nine percent slopes; Huerhuero loam, 15 to 30 percent slopes, eroded; Huerhuero loam, two to nine percent slopes; Gaviota fine sandy loam,

30 to 50 percent slopes; Chesterton-Urban land complex, two to nine percent slopes; Olivenhain cobbly loam, nine to 30 percent slopes; and Carlsbad-Urban land complex, nine to 30 percent slopes.

Tecolote Creek is within the Tecolote Hydrological Area of the Peñasquitos Hydrologic Unit and is a perennial stream with flows that vary with the season. The project site receives an average of 10.5 inches of rain per year. Urban run-off enters the site year-round through approximately 77 storm drains that direct water into Tecolote Creek (HELIX 2006).

## PROJECT IMPACTS AND MITIGATION REQUIREMENTS

### Impacts to City ESL Wetlands and Sensitive Vegetation Communities

The Tecolote Canyon Trunk Sewer Improvement Project will result in 5.28 acres of permanent and temporary impacts to sensitive habitats (Table 1, *Impacts to Vegetation and City ESL Wetlands and Required Mitigation*). The restoration of temporarily impacted sensitive habitat addressed by this Plan will provide credit toward total mitigation requirements as specified in the City of San Diego Guidelines (City 2018). Impacts to City ESL wetlands and riparian habitat total 0.95 acre and are comprised of 0.55 acre of oak riparian forest (including disturbed), 0.03 acre of mule fat scrub, 0.18 acre of southern riparian forest (including disturbed), and 0.19 acre of southern willow scrub (including disturbed). Impacts to sensitive upland vegetation communities total 4.33 acres and are comprised of 0.28 acre of maritime succulent scrub, 0.22 acre of coast live oak woodland, 2.28 acres of Diegan coastal sage scrub (including disturbed phase), 0.13 acre of southern mixed chaparral (including disturbed phase), 0.08 acre of poison oak chaparral, and 1.34 acres of non-native grassland (including disturbed phase). Impacts to coast live oak woodland do not result in direct impacts to individual coast live oak (*Quercus agrifolia*) trees.

Impacts to sensitive vegetation communities shall occur in accordance with the ratios provided in Table 3 of the City's Biology Guidelines (City 2018). Impacts to 0.55 acre of oak riparian forest (including disturbed phase) and 0.18 acre of southern riparian forest (including disturbed phase) will be provided at a 3:1 ratio; impacts to 0.19 acre of southern willow scrub (including disturbed phase) and 0.03 acre of mule fat scrub will be provided at a 2:1 ratio, for an anticipated combined mitigation obligation of 2.63 acres (Table 1). Mitigation for impacts to 0.22 acre of coast live oak woodland Tier I habitat, 0.28 acre of maritime succulent scrub Tier I habitat, 2.28 acres of Diegan coastal sage scrub Tier II habitat, 0.21 acre of southern mixed chaparral/poison oak chaparral Tier IIIA habitat, and 1.34 acres of non-native grassland Tier IIIB habitat shall occur in accordance with the ratios provided in Table 3 of the City's Biology Guidelines (City 2018), for an anticipated combined mitigation obligation of 4.83 acres. (Table 1).

**Table 1  
IMPACTS TO VEGETATION AND CITY ESL WETLANDS AND REQUIRED MITIGATION**

<b>Vegetation Community</b>	<b>Tier</b>	<b>Total Impacts (Acres)</b>	<b>Mitigation Ratio<sup>1</sup></b>	<b>Required Mitigation (Acres)</b>
<b>City ESL wetlands/Riparian Habitat</b>				
Oak riparian forest (includes disturbed)	Wetland	0.55	3:1	1.65
Southern riparian forest, disturbed	Wetland	0.18	3:1	0.54
Southern willow scrub (includes disturbed)	Wetland	0.19	2:1	0.38
Mule fat scrub	Wetland	0.03	2:1	0.06
<b>Wetlands Subtotal</b>		<b>0.95</b>	<b>--</b>	<b>2.63</b>
<b>Sensitive Uplands</b>				
<b>Tier I Habitat</b>				
Coast live oak woodland (understory)	I	0.22	2:1	0.44
Maritime succulent scrub	I	0.28	2:1	0.56
Native Grassland	I	--	--	--
<b>Tier I Total</b>		<b>0.50</b>	<b>--</b>	<b>1.00</b>
<b>Tier II Habitat</b>				
Diegan coastal sage scrub (includes disturbed)	II	2.28	1:1	2.28
<b>Tier II Total</b>		<b>2.28</b>	<b>--</b>	<b>2.28</b>
<b>Tier IIIA Habitat</b>				
Southern mixed chaparral (includes disturbed)	IIIA	0.13	1:1	0.13
Poison oak chaparral	IIIA	0.08	1:1	0.08
<b>Tier IIIA Total</b>		<b>0.21</b>	<b>--</b>	<b>0.21</b>
<b>Tier IIIB Habitat</b>				
Non-native grassland (includes disturbed)	IIIB	1.34	1:1	1.34
<b>Tier IIIA Total</b>		<b>1.34</b>	<b>--</b>	<b>1.34</b>
<b>Sensitive Uplands Subtotal</b>		<b>4.33</b>	<b>--</b>	<b>4.83</b>
<b>Non-Sensitive Uplands</b>				
Eucalyptus woodland	IV	0.03	--	--
Disturbed land <sup>2</sup>	IV	0.83	--	--
Non-native vegetation/ornamental	--	0.38	--	--
Developed	--	2.61	--	--
<b>Non-Sensitive Uplands Subtotal</b>		<b>3.85</b>	<b>--</b>	<b>--</b>
<b>TOTAL</b>		<b>9.13</b>	<b>--</b>	<b>7.46</b>

<sup>1</sup> Proposed ratios are in accordance with the City Biology Guidelines (2018) and presume mitigation will occur within MHPA boundaries.

<sup>2</sup> Consisting of dirt paths and trails; disturbed land impacts requiring erosion control will be evaluated post-construction

## Impacts to Non-Sensitive Vegetation Communities

Temporary impacts to non-sensitive upland habitat consisting of non-native vegetation/ornamental and eucalyptus woodland (totaling 0.41 acre [Table 1]; excluding impacts to disturbed and developed lands associated with trails, access paths, and the golf course) will be revegetated for erosion control purposes following the Revegetation and Erosion Control Guidelines in the Landscape Standards of the City's Land



Development Code (City 2016). Revegetation requirements will be addressed separately by the plan(s) being prepared by the licensed landscape architect.

## Impacts to Jurisdictional Waters and Wetlands

The project will result in permanent and temporary impacts to jurisdictional wetlands and riparian habitat as defined by the USACE, RWQCB, and CDFW. Impacts to jurisdictional waters and wetlands include permanent impacts to 0.02 acre of non-wetland waters of the U.S./State, and temporary impacts to 0.003 acre of wetland waters of the U.S./State and 0.05 acre of non-wetland waters of the U.S./State subject to USACE and RWQCB jurisdiction (Table 2, *Impacts to Jurisdictional Waters and Wetlands and Proposed Mitigation*).

A total of 1.03 acres of CDFW jurisdictional riparian habitat and streambed is comprised of 0.32 acre of permanent impacts and 0.71 acre of temporary impacts (Table 2). Permanent impacts include 0.25 acre of oak riparian forest (including disturbed), 0.03 acre of coast live oak woodland, 0.001 acre of disturbed southern riparian forest, 0.03 acre of southern willow scrub (including disturbed phase), and 0.01 acre of unvegetated streambed. Temporary impacts include 0.30 acre of oak riparian forest (including disturbed phase), 0.02 acre of coast live oak woodland, 0.03 acre of mule fat scrub, 0.18 acre of disturbed southern riparian forest, and 0.16 acre of southern willow scrub (including disturbed phase), and 0.02 acre of unvegetated streambed.

Impacts to jurisdictional waters and wetlands will require permitting through the appropriate regulatory agencies. Anticipated wetland permits include a CWA Section 404 permit from the USACE, CWA Section 401 Water Quality Certification or State Porter-Cologne Water Quality Control Act Waste Discharge requirements from the RWQCB, and CFG Code Section 1602 Streambed Alteration Agreement from CDFW. Mitigation for impacts to jurisdictional wetlands and waters are proposed to occur at ratios consistent with those required by the regulatory agencies. However, final mitigation requirements would be determined through consultation with the USACE, RWQCB, and CDFW; final approved mitigation ratios will supersede those proposed here and will not be in addition to mitigation required by the City.

Impacts to 0.07 acre of non-wetland waters of the U.S./State subject to USACE and RWQCB jurisdiction will be mitigated at a 1:1 ratio (Table 2). Impacts to 0.55 acre of oak riparian forest and 0.18 acre of southern cottonwood-willow riparian forest of CDFW jurisdictional riparian habitat shall be mitigated at a 3:1 ratio. Impacts to 0.05 acre of coast live oak woodland, 0.19 acre of southern willow scrub, and 0.03 acre of mule fat scrub of CDFW jurisdictional riparian habitat shall be mitigation at a 2:1 ratio. Impacts to 0.03 acre of CDFW unvegetated streambed shall be mitigated at a 1:1 ratio. Combined mitigation for CDFW riparian habitat and streambed totals 2.76 acres (Table 2).

**Table 2  
IMPACTS TO JURISDICTIONAL WATERS AND WETLANDS AND PROPOSED MITIGATION**

<b>Vegetation Community</b>	<b>Impacts (acre)</b>	<b>Mitigation Ratio<sup>1,2</sup></b>	<b>Required Mitigation (acre)</b>
<b>USACE/RWQCB Jurisdiction</b>			
Non-wetland WUS/Waters of the State	0.07	1:1	0.07
<b>Total USACE/RWQCB</b>	<b>0.07</b>	<b>--</b>	<b>0.07</b>
<b>CDFW Jurisdiction</b>			
Coast live oak woodland	0.05	2:1	0.10
Oak riparian forest – including disturbed phase	0.55	3:1	1.65
Southern riparian forest- disturbed	0.18	3:1	0.54
Southern willow scrub – including disturbed phase	0.19	2:1	0.38
Mule fat scrub	0.03	2:1	0.06
Streambed	0.03	1:1	0.03
<b>Total CDFW</b>	<b>1.03</b>	<b>--</b>	<b>2.76</b>

<sup>1</sup> Mitigation ratios for impacts to USACE, RWQCB, and CDFW jurisdictional areas will be negotiated with the agencies and final approved mitigation ratios will supersede those proposed here and will not be in addition to mitigation required by the City. Proposed ratios are in accordance with the City Biology Guidelines (2018) and presume mitigation will occur within MHPA boundaries.

<sup>2</sup> Mitigation required by the USACE/RWQCB includes 1:1 establishment for permanent impacts; the remaining mitigation may be with be establishment, rehabilitation, and/or enhancement. City mitigation requirements for wetland impacts include a 1:1 minimum creation or restoration component.

## Mitigation

The project’s overall mitigation requirement for impacts to City ESL wetlands, riparian habitat, and sensitive Tier I-IIIB uplands totals 7.46 acres and is comprised of 2.63 acres of City ESL wetlands/riparian habitat and 4.83 acres of sensitive uplands which includes 1.00 acre of Tier I habitat, 2.28 acres of Tier II habitat, 0.21 acre of Tier IIIA habitat, and 1.34 acres of Tier IIIB. Mitigation shall occur through on-site restoration of sensitive vegetation communities temporarily impacted during construction, and allocation of available mitigation credits to existing public utilities department (PUD) mitigation sites. On-site mitigation will consist of restoration of 0.69 acre of temporarily impacted riparian habitat areas and 3.77 acres of temporarily impacted sensitive upland habitat areas for a total of 4.46 acres (Table 3, *Mitigation*). Mitigation for impacts shall occur in-kind or of a higher habitat Tier.

The remaining 3.00 acres of required mitigation will consist of allocation of available mitigation credits at existing PUD mitigation sites as follows: 1.94 acres of wetland credits at the Central Tecolote Mitigation Site; 0.61 acre of Tier I credits at either the Central Tecolote Mitigation Site and Otay Mesa Upland Mitigation Bank; and 0.19 acre of Tier II credits, 0.04 acre of Tier IIIA credits, and 0.22 acre of Tier IIIB credits at either the Central Tecolote Mitigation Site, Otay Mesa Upland Mitigation Bank, and Canyon View Upland Restoration Mitigation Site.

**Table 3  
MITIGATION (acre)**

<b>Vegetation Community</b>	<b>Required Mitigation</b>	<b>On-Site Mitigation<sup>1</sup></b>	<b>Mitigation Credits<sup>2</sup></b>
<b>City ESL wetlands/Riparian Habitat</b>			
Oak riparian forest (includes disturbed)	1.65	0.30	1.35
Southern riparian forest, disturbed	0.54	0.21 <sup>3</sup>	0.33
Southern willow scrub (includes disturbed)	0.38	0.15	0.23
Mule fat scrub	0.06	0.03	0.3
<b>Wetlands Subtotal</b>	<b>2.63</b>	<b>0.69</b>	<b>1.94</b>
<b>Sensitive Uplands</b>			
<b>Tier I Habitat</b>			
Coast live oak woodland (understory)	0.44	0.12	--
Maritime succulent scrub	0.56	0.24	--
Native Grassland	--	0.03 <sup>4</sup>	--
<b>Tier I Total</b>	<b>1.00</b>	<b>0.39</b>	<b>0.61</b>
<b>Tier II Habitat</b>			
Diegan coastal sage scrub (includes disturbed)	2.28	3.21 <sup>5,7</sup>	--
<b>Tier II Total</b>	<b>2.28</b>	<b>3.21</b>	<b>0.19</b>
<b>Tier IIIA Habitat</b>			
Southern mixed chaparral (includes disturbed)	0.13	0.17 <sup>6</sup>	--
Poison oak chaparral	0.08	-- <sup>6</sup>	--
<b>Tier IIIA Total</b>	<b>0.21</b>	<b>0.17</b>	<b>0.04</b>
<b>Tier IIIB Habitat</b>			
Non-native grassland (includes disturbed)	1.34	-- <sup>7</sup>	0.22
<b>Tier IIIA Total</b>	<b>1.34</b>	<b>0</b>	<b>0.22</b>
<b>Sensitive Uplands Subtotal</b>	<b>4.83</b>	<b>3.77</b>	<b>1.06</b>
<b>TOTAL</b>	<b>7.46</b>	<b>4.46</b>	<b>3.00</b>

<sup>1</sup> On-site mitigation shall be provided through on-site revegetation of temporary disturbed areas.

<sup>2</sup> The remaining mitigation not met through on-site restoration shall be provided through the allocation of available mitigation credits as follows: Central Tecolote Mitigation Site for wetland impacts; Central Tecolote Mitigation Site and Otay Mesa Upland Mitigation Bank for Tier I habitats; and Central Tecolote Mitigation Site, Otay Mesa Upland Mitigation Bank, and Canyon View Upland Restoration Mitigation Site for Tier II, IIIA, and IIIB habitats.

<sup>3</sup> Southern riparian forest restoration includes a 0.3-acre portion of the Central Tecolote Canyon Mitigation site that was impacted by the project.

<sup>4</sup> Native grassland will be restored within a 0.03-acre portion of the Central Tecolote Canyon Mitigation site that was impacted by the project.

<sup>5</sup> Diegan coastal sage scrub restoration includes 1.09 acres of temporarily disturbed non-native grassland that will be restored as Diegan coastal sage scrub and a 0.15-acre portion of the Central Tecolote Canyon Mitigation site that was impacted by the project.

<sup>6</sup> Temporarily impacted poison oak chaparral areas will be restored as chaparral.

<sup>7</sup> 1.09 acres of temporarily impacted non-native grassland areas will be restored as Diegan coastal sage scrub and 0.03 acre will be restored as native grassland.

The project’s overall anticipated mitigation requirement for impacts to USACE and RWQCB jurisdictional areas totals 0.07 acre of non-wetland waters of the U.S./State (Table 4, *Proposed Mitigation for Impacts to Jurisdictional Waters and Wetlands*). The overall anticipated mitigation obligation for impacts CDFW jurisdictional riparian habitat and streambed total 2.76 acres (Table 4). Mitigation shall occur through on-site restoration of jurisdictional areas temporarily impacted during construction, and allocation of available mitigation credits to existing PUD mitigation sites. On-site mitigation will consist of restoration of 0.79 acre of CDFW jurisdictional riparian habitat (Table 4).

The remaining 0.07 acre of required mitigation for impacts to USACE and RWQCB jurisdictional habitat shall occur through the allocation of 0.07 acre of available creation credit at the Central Tecolote Mitigation site. The Central Tecolote Mitigation Site mitigates for past and future impacts to upland and wetland habitat within Tecolote Canyon Natural Park and Los Peñasquitos watershed associated with the maintenance of water and sewer pipelines and related access paths. The remaining 1.97 acres of required mitigation for impacts to CDFW jurisdictional riparian habitat and streambed will be completed through the allocation of 1.97 acres of available mitigation credits at the Central Tecolote Canyon Mitigation Site. The required 1:1 wetland creation/restoration component will be satisfied through on-site restoration of temporary impact areas and the allocation of creation credit at the Central Tecolote Canyon Mitigation site.

As stated previously, final mitigation requirements to offset impacts on federal and state jurisdictional waters will be determined as part of the permitting process with the USACE, RWQCB, and CDFW and will depend on mitigation type (creation, restoration, etc.), mitigation location, quality of mitigation proposed, and will supersede those proposed here and will not be in addition to mitigation required by the City.

**Table 4  
PROPOSED MITIGATION FOR IMPACTS TO JURISDICTIONAL WATERS AND WETLANDS**

<b>Vegetation Community</b>	<b>Required Mitigation<sup>1</sup></b>	<b>On-Site Mitigation<sup>2</sup> (acre)</b>	<b>Mitigation Credits<sup>3</sup> (acre)</b>
<b>USACE/RWQCB Jurisdiction</b>			
Non-wetland WUS/Waters of the State	0.07	--	0.07
<b>Total USACE/RWQCB</b>	<b>0.07</b>	<b>0</b>	<b>0.07</b>
<b>CDFW Jurisdiction</b>			
Coast live oak woodland	0.10	0.10	--
Oak riparian forest – including disturbed phase	1.65	0.30	1.35
Southern riparian forest- disturbed	0.54	0.21 <sup>4</sup>	0.33
Southern willow scrub – including disturbed phase	0.38	0.15	0.23
Mule fat scrub	0.06	0.03	0.03
Streambed	0.03	--	0.03
<b>Total CDFW</b>	<b>2.76</b>	<b>0.79</b>	<b>1.97</b>

<sup>1</sup> Final mitigation obligations shall be negotiated with the USACE, RWQCB, and CDFW during the permitting process

<sup>2</sup> On-site mitigation shall be provided through on-site revegetation of temporary disturbed areas.

This Plan addresses the on-site restoration of the 4.46 acres of temporarily impacted City ESL wetlands, sensitive habitat, and CDFW jurisdictional riparian habitat which is comprised of 20 restoration areas (Figures 4-1 through 4-9, *Restoration/Revegetation Plan Maps*).

## **RESTORATION GOALS AND OBJECTIVES**

To partially meet the project's mitigation requirements, the City proposes the on-site restoration of 4.46 acres of temporary impacts to sensitive habitats (City ESL Wetlands and Tier I – IIIB upland habitats). The final goal will be to restore areas temporarily impacted to same or better functions and services provided prior to impacts.

## **TARGET FUNCTIONS AND SERVICES**

The functions and services of the restored habitats are expected to approach those present in existing habitats prior to project impacts. The existing wetland and upland habitats are used by a variety of wildlife as a corridor between important habitat areas and for foraging, nesting, and roosting. The restoration areas will provide suitable nesting and foraging habitat for invertebrates, reptiles, birds, and mammals. Areas revegetated for erosion control are expected to stabilize soils with native vegetation so that impacts to adjacent, native habitat can be minimized.

## **MULTIPLE SPECIES CONSERVATION PROGRAM LAND USE CONSISTENCY ANALYSIS**

The MSCP establishes specific guidelines that limit activities that occur within the MHPA. In general, activities occurring within the MHPA must conform to these guidelines and, wherever feasible, should be located in the least sensitive areas. Utility lines (e.g., sewer, water, etc.), limited water facilities, and other essential public facilities in compliance with the General Planning Policies and Design Guidelines found in Section 1.4.2 of the City's MSCP Subarea Plan (City 1997) are considered conditionally compatible with the biological objectives of the MSCP and are thus allowed within the City's MHPA. The City's MSCP also includes Land Use Adjacency Guidelines (LUAGs), contained in Section 1.4.3 of the MSCP, that are designed to minimize indirect impacts to sensitive resources contained adjacent to the MHPA and thus maintain the value of the preserved open space. These adjacency guidelines govern impacts within and adjacent to the MHPA.

The project has been designed to adhere to the applicable general planning policies, guidelines, and LUAGS to minimize impacts and to maintain the function of the MHPA. Compatible land use guidelines consist of roads and utilities, fencing and lighting, materials storage, mining, extraction, processing facilities, and flood control. Land use adjacency guidelines pertain to drainage, toxins, lighting, noise, barriers to incursion, invasive species, brush management, and grading/land development. Activities in this restoration plan that align with MSCP-compatible land use requirements include: storing materials within designated areas, using appropriate containment and approved erosion and sediment controls during and after maintenance, and restoring unavoidable temporary impacts to native habitat. The proposed restoration effort is consistent with the MSCP General Planning Policies and Design Guidelines and with the Land Use Adjacency Guidelines, as described below.

The proposed restoration effort is consistent with the roads and utilities guidelines because temporary construction areas, roads, and staging areas will not disturb adjacent sensitive habitat unless it is unavoidable. All vehicular site access will occur along the existing dirt access road or other disturbed areas; foot trails will be designated by the Restoration Specialist and will occur through disturbed or non-sensitive habitat wherever possible. If temporary habitat disturbance beyond minor trimming of above-ground vegetation is unavoidable, then restoration of, and/or other mitigation for, the disturbed area will occur. Only temporary staking will be used to demarcate the work area and only as needed. No lighting is included as part of the restoration effort. Long-term materials storage (e.g., hazardous or toxic, chemicals, equipment, etc.) will not occur within the MHPA. Storage may occur, if necessary, temporarily during construction, per applicable regulations and only within designated staging areas. Best Management Practices (BMPs) will be used, as needed, to protect habitat within the MHPA. Mining will not occur as part of the restoration effort. The need for flood control is not expected.

Proposed restoration will not affect current drainage patterns or create any new, impermeable surfaces within the restoration areas. No toxins will be introduced as only appropriate herbicides will be used for weed control. No night lighting will be used as part of the restoration effort. Since the restoration areas will not be graded and weed whipping will be completed within a few days, no noise impacts or constraints are expected. No permanent barriers will be constructed as part of the restoration effort, temporary signage will direct public access away from the restoration site. Temporary barriers may be installed if public access becomes detrimental to the restoration effort. Invasive plants will be removed from the restoration boundaries and will not be included in the installed plant palettes. Brush management does not apply, as all proposed restoration is located outside of any Brush Management Zone and no new structures are being installed as part of the restoration effort. The proposed restoration is consistent with the land use adjacency guideline concerning grading/land development as no separate grading is proposed (all grading will be part of the project).

The proposed restoration specifically conforms to the MSCP because existing, sensitive habitats (City ESL wetlands and Tier I – Tier IIIB upland habitats) will be restored in-kind, or a higher habitat Tier, thereby re-creating existing functions and services. All the proposed restoration and subsequent maintenance and monitoring will be consistent with the City's MSCP Subarea Plan (City 1997).

## **RESPONSIBLE PARTIES**

### **Financial Responsibility**

The City ECPD will be responsible for financing the installation, five-year maintenance program, and biological monitoring of the restoration proposed in this plan. Damage to facilities occurring as a result of unusual weather or vandalism will be repaired, as directed by the Restoration Specialist. The cost of such repairs will be paid for as extra work. The contractor will be responsible for damage caused by the contractor's inadequate maintenance or operation of facilities, as determined by the Restoration Specialist.

### **Restoration Team**

The City ECPD will be responsible for retaining a qualified Restoration Specialist with over five years of experience monitoring habitat restoration to oversee the entire installation and monitoring in coordination with City DSD staff. The City ECPD will also be responsible for retaining qualified installation

and maintenance contractors with documented success in restoration of native upland habitat. Contact information for the City ECPD is:

City of San Diego  
Engineering & Capital Projects Department  
Contact: Mr. Sean Paver  
525 B Street, MS908A  
San Diego, CA 92101  
Office: 619-533-3629

#### Landscape Architect

A licensed landscape architect will prepare the necessary construction documents, including planting plans, and will provide the draft landscape plans to the City for review and approval prior to initiating construction.

#### Restoration Specialist

Overall supervision of the installation and maintenance of this restoration effort will be the responsibility of a Restoration Specialist with at least five years of experience in native habitat restoration. The Restoration Specialist will oversee the efforts of the installation/maintenance contractor(s) for the life of the restoration. Specifically, the Restoration Specialist will educate all participants about restoration goals and requirements; inspect plant material; directly oversee planting, seeding, weeding, installation of erosion control materials, and other maintenance activities; and conduct regular monitoring as well as annual assessments of the restoration effort. The Restoration Specialist will help ensure that the contractor does not inadvertently impact adjacent sensitive habitat during installation or maintenance activities. When necessary, the Restoration Specialist will provide the City ECPD and contractor with a written monitoring memo, including a list of items in need of attention. The Restoration Specialist will prepare and submit required reports annually. A Biologist may perform some of the duties outlined under the supervision of the qualified Restoration Specialist.

#### Installation/Maintenance Contractor(s)

The installation and maintenance contractor(s), hired by the City ECPD, will have experience in native habitat restoration, be knowledgeable as to the maintenance of native upland habitat, and be familiar with native and non-native plants. The maintenance contractor and the installation contractor may be the same entity. The installation and maintenance contractor(s) will be a firm (or firms) holding a valid C-27 Landscape Contracting License from the State of California, a valid Maintenance Gardener Pest Control Business License or Pest Control Business License, and a Qualified Applicator Certificate or Qualified Applicator License, with Category B, that will allow them to perform the required work for this restoration effort. The project proponent may change contractors at its discretion.

The installation contractor will be responsible for plant salvage, initial weed control, irrigation installation, planting, and seeding, as well as maintenance of the restoration sites during the 120-day plant establishment period (PEP). Following installation, this contractor will submit marked up as-built irrigation plans to the project proponent and lists of all plant/seed material installed to the Restoration Specialist for inclusion in the as-built report. The installation contractor will remain responsible for the

restoration effort until these areas have met the success criteria specified for the PEP and official sign off has been obtained from the Restoration Specialist, City ECPD, and City DSD staff.

The maintenance contractor will implement maintenance of the restoration areas for five years. The maintenance contractor will service the entire site according to the maintenance schedule (Table 14, below). Service will include, but not be limited to, weed control, irrigation maintenance, trash removal, watering, dead plant replacement, re-seeding, and pest and disease management. Following restoration sign off, the maintenance contractor also will remove any erosion control, fencing/staking, and the aboveground portion of the irrigation system, as directed by the Restoration Specialist and City ECPD. All activities conducted will be seasonally appropriate and approved by the Restoration Specialist and City ECPD. The maintenance contractor will meet the Restoration Specialist and City ECPD at the site when requested and will perform all checklist items in a timely manner as directed.

#### Nursery (Seed/Plant Procurement)

Plants and seed may be purchased from a nursery or supplier specializing in native plants or contract grown. Plant and seed material should be locally propagated and collected from coastal San Diego County, within 25 miles of the coast. If necessary, salvaged plants may be stored at a qualified nursery under the supervision of the Restoration Specialist. All plants will be inspected for Argentinian ants and will not be accepted if ants are present.

### Long-term Responsibility

Due to the location of the restoration areas on City-owned Park lands, the City's Parks and Recreation Department will be responsible for Long-Term Management following successful completion of the five-year maintenance and monitoring program. The primary avenue for the City's participation is through the permitting process; reviewing and commenting on this plan, the construction documents, and subsequent annual reports; and inspecting and commenting on significant milestones involved in the implementation of this plan.

City of San Diego  
Parks and Recreation Department  
Contact: Mr. Paul Kilburg  
Office: 619-685-1327  
pkilburg@sandiego.gov

## RESTORATION IMPLEMENTATION AND SITE PREPARATION

On-site restoration of 4.46 acres of impacted City ESL wetlands and sensitive upland habitat will be conducted in place and in-kind, with the exception of the following: poison oak chaparral (Tier IIIA) will be restored as chaparral (Tier IIIA) and non-native grassland habitat (Tier IIIB will be restored as coastal sage scrub (Tier II). Restoration of riparian forest communities is composed of oak riparian forest and southern riparian forest, and restoration of riparian scrub communities is composed of mule fat scrub and southern willow scrub. Total restoration will consist of 0.51 acre of riparian forest, 0.18 acre of riparian scrub, 0.12 acre of coast live oak woodland understory, 0.24 acre of maritime succulent scrub, 0.03 acre of native grassland, 3.21 acres of coastal sage scrub, and 0.17 acre of chaparral vegetation communities (Table 5, *On-Site Habitat Restoration*).



Revegetation for proposed temporary impacts to 0.41 acre of non-native vegetation/ornamental and eucalyptus woodland will be revegetated with an erosion control seed mix. Existing disturbed lands consist of dirt trails and paths that will be returned to their former condition as bare ground; the trails being abandoned due to trail improvements consisting of trail relocation are not addressed by this plan.

**Table 5  
ON-SITE HABITAT RESTORATION**

<b>Restored Habitats</b>	<b>Tier</b>	<b>Total Acres</b>
<b>Wetlands</b>		
Riparian forest	Wetland	0.51
Riparian scrub	Wetland	0.18
<b>Wetlands Subtotal</b>		<b>0.69</b>
<b>Sensitive Uplands</b>		
Coast live oak woodland understory	I	0.12
Native grassland	I	0.03
Maritime succulent scrub	I	0.24
Diegan coastal sage scrub	II	3.21
Chaparral	IIIA	0.17
<b>Sensitive Uplands Subtotal</b>		<b>3.77</b>
<b>TOTAL</b>		<b>4.46</b>

### Pre-construction Meeting

Prior to starting restoration, a meeting will be held on-site with the installation contractor, Restoration Specialist, City ECPD Project Manager, City Parks and Recreation Department, and City Development Services Department (DSD) staff to identify sensitive areas, devise a strategy for avoidance, and discuss project details and schedules.

### Site Access

A right-of-entry permit will be obtained from the Parks and Recreation Department by the installation and maintenance contractor(s). Vehicles may access the canyon for restoration-related activities along existing access paths. Some equipment (e.g., irrigation materials or container plantings) may be temporarily stored inside of delineated restoration areas.

Access to restoration areas in the north reach can be obtained from Genesee Avenue and Balboa Avenue; access to restoration areas in the central reach can be obtained from Mount Ashmun Drive, Mount Ariane Drive, and Mount Acadia Boulevard; access to restoration areas in the south reach can be obtained from Mount Acadia Boulevard, Snead Avenue, and Tecolote Road. Additional access to restoration areas in the south reach may be obtained through agreements with the Tecolote Canyon Golf Course and San Diego Gas & Electric (SDG&E) for use of access roads through their property and easements; SDG&E has an access road from San Buenaventura Way near the University of San Diego campus.

## Fencing/Erosion Control

Temporary fencing consisting of metal T-posts and high-visibility rope will be installed where restoration boundaries abut access paths and trails. To help control erosion until vegetation has established, biodegradable straw wattles and a hydroseed slurry (in accordance with Section 4.4 of the City's Landscape Standards; City 2016) will be installed in all temporarily impacted habitat. Native seed mixes for inclusion with the hydroseed slurry are provided in the Planting section of this Plan (Tables 3 to 8) for each vegetation community being restored. Additional erosion control will be installed and damaged erosion control will be replaced only as needed to reduce the potential for sediment movement. Fencing and wattles will be removed after sufficient vegetation has established to control erosion, as determined by the restoration specialist and City ECPD Project Manager.

## Signage

Temporary signs will provide an explanation of the project and a contact number for any public inquiries. At minimum, one sign will be installed for each of the 20 restoration areas, with multiple signs placed within long, linear restoration areas. A total of 26 signs will be installed along the work area corridor. Final sign language and locations will be approved by the Parks and Recreation Department.

## Documenting Pre-restoration Conditions

To document pre-restoration conditions, photos will be taken from 26 photo documentation locations representing the restoration areas and will correspond to the photo locations of the pre-impact assessment completed prior to project construction. These photo locations will be mapped using a Global Positioning System (GPS) with sub-meter accuracy.

## Non-native Plant and Debris Removal

Prior to installation of irrigation and plantings, all non-native vegetation must be removed from within the restoration areas and a 10-foot buffer zone. Appropriate herbicide (e.g., only wetland approved herbicides should be used, if necessary, in the riparian restoration areas) may be used during non-native plant control, if necessary. Perennial species that resprout from the below-ground portion of the plant (e.g., fennel [*Foeniculum vulgare*]) should be cut and herbicide applied immediately to the cut stump. All large woody exotics will be cut to ground level with all above-ground portions removed from the site, and stumps will be treated with an appropriate herbicide. Any annual non-native vegetation that is flowering or fruiting will be removed by hand, immediately bagged, and removed from the site the same day. All plant material, as well as any trash and other debris removed from the project area, will be disposed of in a licensed landfill.

## Irrigation Installation

Restoration areas will be temporarily irrigated such that runoff into adjacent existing and restored habitat is minimized. A few of the small restoration patches may not require irrigation, but this will need to be confirmed in the field with the restoration specialist. The irrigation method will be at the discretion of the installation contractor. Options include installation of a buried main line and temporary above-ground low-flow overhead irrigation, installation of above-ground overhead irrigation that would

be charged from a water truck, installation of buried drip irrigation, or manual watering using hoses and a water truck. The water source will be determined by the installation contractor.

## Planting

Once an area has been weeded and irrigation installation is complete (as appropriate), container plantings and seed will be installed. All seed and plant material for this project will be collected or propagated from local plant populations occurring in San Diego County within 25 miles of the coast. Substitutions, other donor sites, or use of commercial material may be allowed if materials are unavailable, at the discretion of the Parks and Recreation Department and restoration specialist. Final plant and seed orders must be authorized by the restoration specialist, and all container plantings and seed must be inspected and approved by the restoration specialist prior to installation.

## Seed Mixes

Restoration seed mixes are provided in Tables 6, *Riparian Seed Mix*, Table 7, *Coastal Sage Scrub Seed Mix*, Table 8, *Native Grassland Seed Mix*, Table 9, *Coast Live Oak Woodland Seed Mix*, and Table 10, *Chaparral Seed Mix*, and Table 11, *Erosion Control Seed Mix*. These seed mixes were based on the seed mixes that were installed for previous restoration efforts located in Tecolote Canyon, as well as native species that were documented in the areas proposed for temporary impacts. The erosion control seed mix will be applied to areas mapped as eucalyptus woodland and non-native vegetation/ornamental habitat. As noted in the Fencing/Erosion Control section above, seed will be mixed and applied in a hydroseed slurry in accordance with Section 4.4 of the City’s Landscape Standards (City 2016).

**Table 6**  
**RIPARIAN SEED MIX (0.69 acre)**  
**(for impacts to oak riparian forest, southern riparian forest, southern willow scrub, and mule fat scrub)**

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Ambrosia psilostachya</i>	western ragweed	45/45	20	4	2.8
<i>Artemisia douglasiana</i>	Douglas’ mugwort	15/40	6	6	4.1
<i>Artemisia palmeri</i>	San Diego sagewort	20/50	10	4	2.8
<i>Baccharis pilularis</i>	coyote brush	10/50	5	1	0.7
<i>Baccharis salicifolia</i>	mule fat	10/20	2	4	2.8
<i>Elymus triticoides</i>	creeping wild rye	90/80	72	4	2.8
<i>Epilobium ciliatum</i>	willow herb	25/50	13	1	0.7
<i>Euthamia occidentalis</i>	western goldenrod	24/45	11	1	0.7
<i>Isocoma menziesii</i>	goldenbush	18/40	7	1	0.7
<i>Juncus acutus</i> spp. <i>leopoldii</i>	southwestern spiny rush	95/80	76	1	0.7
<i>Stipa lepida</i>	foothill needlegrass	90/71	64	4	2.8
				<b>TOTAL</b>	<b>21.6</b>

**Table 7**  
**COASTAL SAGE SCRUB SEED MIX (3.45 acres)**  
 (for impacts to maritime succulent scrub, Diegan coastal sage scrub, and non-native grassland)

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Acmispon glaber</i>	deerweed	95/80	76	0.5	1.7
<i>Artemisia californica</i>	California sagebrush	30/60	18	4	13.8
<i>Bahiopsis laciniata</i>	San Diego sunflower	31/45	14	4	13.8
<i>Bloomeria clevelandii</i>	San Diego golden star	NA	NA	0.5	1.7
<i>Castilleja exserta</i>	owl's clover	50/50	25	1	3.5
<i>Cryptantha muricata</i>	popcorn flower	30/60	18	1	3.5
<i>Deinandra fasciculata</i>	fascicled tarplant	25/65	16	3	10.4
<i>Eriogonum fasciculatum</i>	California buckwheat	55/20	11	6	20.7
<i>Eriophyllum confertiflorum</i>	golden yarrow	36/62	22	1	3.5
<i>Mimulus aurantiacus</i>	monkeyflower	2/75	2	2	6.9
<i>Plantago erecta</i>	plantain	97/89	86	4	13.8
<i>Salvia mellifera</i>	black sage	85/50	43	4	13.8
<i>Sisyrinchium bellum</i>	blue-eyed grass	98/80	78	1	3.5
<i>Stipa lepida</i>	foothill needlegrass	90/71	64	3	10.4
<i>Stipa pulchra</i>	purple needlegrass	90/75	68	3	10.4
				<b>TOTAL</b>	<b>131.4</b>

**Table 8**  
**NATIVE GRASSLAND SEED MIX (0.03 acre)**

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Cryptantha muricata</i>	popcorn flower	30/60	18	3	0.1
<i>Deinandra fasciculata</i>	fascicled tarplant	25/65	16	3	0.1
<i>Eriophyllum confertiflorum</i>	golden yarrow	36/62	22	3	0.1
<i>Eschscholzia californica</i>	California poppy	98/80	78	3	0.1
<i>Lasthenia californica</i>	California goldfields	55/70	39	3	0.1
<i>Lupinus succulentus</i>	arroyo lupine	98/85	83	3	0.1
<i>Plantago erecta</i>	plantain	97/89	86	3	0.1
<i>Sisyrinchium bellum</i>	blue-eyed grass	98/80	76	3	0.1
<i>Stipa lepida</i>	foothill needlegrass	90/71	64	10	0.3
<i>Stipa pulchra</i>	purple needlegrass	90/75	68	10	0.3
				<b>TOTAL</b>	<b>1.4</b>

**Table 9**  
**COAST LIVE OAK WOODLAND UNDERSTORY SEED MIX (0.12 acre)**

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Ambrosia psilostachya</i>	western ragweed	45/45	20	5	0.6
<i>Artemisia palmeri</i>	San Diego sagewort	20/50	10	5	0.6
<i>Claytonia perfoliata</i> ssp. <i>perfoliata</i>	miner's lettuce	25/55	14	2	0.2
<i>Marah macrocarpa</i>	wild cucumber	98/80	78	3	0.4
<i>Rhamnus crocea</i>	spiny redberry	83/47	40	4	0.5
<i>Rhus integrifolia</i>	lemonadeberry	90/77	69	4	0.5
<b>TOTAL</b>					<b>2.8</b>

**Table 10**  
**CHAPARRAL SEED MIX (0.17 acre)**  
**(for impacts to southern mixed chaparral and poison oak chaparral)**

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Adenostoma fasciculatum</i>	chamise	85/20	17	6	1.0
<i>Artemisia californica</i>	California sage brush	30/60	18	5	0.9
<i>Helianthemum scoparium</i>	rush rose	98/80	78	4	0.7
<i>Salvia mellifera</i>	black sage	85/50	43	6	1.0
<i>Stipa lepida</i>	foothill needlegrass	90/71	64	8	1.4
<b>TOTAL</b>					<b>5.0</b>

**Table 11**  
**EROSION CONTROL SEED MIX (0.41 acre)**  
**(for impacts to eucalyptus woodland and non-native/ornamental vegetation)**

Scientific Name	Common Name	% Purity/ Germination	% Live Seed	Lbs./Acre	Total Lbs.
<i>Acmispon glaber</i>	deerweed	95/80	76	2	0.8
<i>Artemisia californica</i>	California sage brush	30/60	18	3	1.2
<i>Encelia californica</i>	California encelia	30/45	14	3	1.2
<i>Eriogonum fasciculatum</i>	flat-top buckwheat	50/20	11	5	2.1
<i>Eschscholzia californica</i>	California poppy	98/80	78	3	1.2
<i>Lasthenia californica</i>	goldfields	55/70	39	3	1.2
<i>Lupinus bicolor</i>	miniature lupine	98/85	83	2	0.8
<i>Lupinus succulentus</i>	Arroyo lupine	98/85	83	3	1.2
<i>Plantago erecta</i>	plantain	97/89	86	3	1.2
<i>Stipa pulchra</i>	purple needlegrass	90/75	68	5	2.1
<b>TOTAL</b>					<b>13.0</b>

## Container Plantings

Plant palettes for restoration are provided in Tables 12, *Riparian Forest Plant Palette*, Table 13, *Riparian Scrub Plant Palette*, Table 14, *Coast Live Oak Woodland Plant Palette*, Table 15, *Maritime Succulent Scrub Plant Palette*, Table 16, *Diegan Coastal Sage Scrub Plant Palette*, Table 17, *Chaparral Plant Palette*, and Table 18, *Native Grassland Plant Palette*. These plant palettes were based on those installed for previous restoration and restoration efforts located in Tecolote Canyon, as well as native species that were documented in the areas proposed for temporary impacts. In addition, while these plant palettes include all species proposed for restoration of a specific vegetation community, restoration areas that overlap with the new 20-foot sewer easement will require modifications to the plant palette to include only height restricted plants, consisting of plants that will grow no higher than five feet. Height restricted plants are noted in the plant palette tables. The location of the new 20-foot sewer easement will be determined when construction plans for the replacement of the trunk sewer pipe have been finalized.

Container stock will be installed in holes that are three times the width and 1.5 times the depth of the planting container. Holes will be dug with mechanical augers where possible and by hand elsewhere. Holes must be filled with water and allowed to drain prior to installation, and, after installation, each container plant must be watered with at least one gallon of water. To aid plant establishment, plants should be inoculated with mycorrhizae by the nursery or at installation. If overhead or manual irrigation will be used, a shallow berm, approximately 12 inches in diameter should surround each planting. To protect young plants from herbivory, plant protectors may be used, as needed, at the restoration specialist's direction. Additionally, all container stock will be inspected for Argentinian ants (*Linepithema humile*).

**Table 12**  
**RIPARIAN FOREST PLANT PALETTE**  
**(0.51 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Artemisia palmeri</i> <sup>1</sup>	San Diego sagewort	100	1-gallon	5	51
<i>Distichlis spicata</i> <sup>1</sup>	saltgrass	300	plugs	3	153
<i>Elymus triticoides</i> <sup>1</sup>	creeping wild rye	300	plugs	3	153
<i>Isocoma menziesii</i> <sup>1</sup>	goldenbush	100	1-gallon	5	51
<i>Mimulus aurantiacus</i>	sticky monkeyflower	100	1-gallon	5	51
<i>Salix exigua</i>	sand bar willow	200	1-gallon <sup>2</sup>	6	102
<i>Salix gooddingii</i>	Gooding's black willow	100	1-gallon <sup>2</sup>	6	51
<i>Salix lasiolepis</i>	arroyo willow	200	1-gallon <sup>2</sup>	6	102
<i>Sambucus nigra</i>	blue elderberry	60	1-gallon	15	31
<i>Quercus agrifolia</i>	coast live oak	300	1-gallon	15	153
<b>TOTAL</b>					<b>898</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

<sup>2</sup> Live cuttings may be substituted.

**Table 13  
RIPARIAN SCRUB PLANT PALETTE  
(0.18 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Artemisia palmeri</i> <sup>1</sup>	San Diego sagewort	100	1-gallon	5	18
<i>Baccharis pilularis</i> <sup>1</sup>	coyote brush	150	1-gallon	5	27
<i>Baccharis salicifolia</i>	mule fat	400	1-gallon <sup>2</sup>	6	72
<i>Salix exigua</i>	narrow-leaved willow	100	1-gallon <sup>2</sup>	6	18
<i>Salix lasiolepis</i>	arroyo willow	200	1-gallon <sup>2</sup>	6	36
<b>TOTAL</b>					<b>171</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

<sup>2</sup> Live cuttings may be substituted.

**Table 14  
COAST LIVE OAK WOODLAND UNDERSTORY PLANT PALETTE  
(0.12 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Artemisia palmeri</i> <sup>1</sup>	San Diego sagewort	200	1-gallon	5	24
<i>Elymus triticoides</i> <sup>1</sup>	creeping wild rye	300	plugs	3	36
<i>Mimulus aurantiacus</i> <sup>1</sup>	monkeyflower	200	1-gallon	5	24
<i>Quercus dumosa</i>	Nuttall's scrub oak	100	1-gallon	5	12
<b>TOTAL</b>					<b>96</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

**Table 15  
MARITIME SUCCULENT SCRUB PLANT PALETTE  
(0.24 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Artemisia californica</i> <sup>1</sup>	California sagebrush	150	1-gallon	5	36
<i>Bahiopsis laciniata</i> <sup>1</sup>	San Diego sunflower	100	1-gallon	5	24
<i>Cylindropuntia prolifera</i> <sup>1</sup>	coast cholla	400	1-gallon <sup>2</sup>	5	96
<i>Eriogonum fasciculatum</i> <sup>1</sup>	California buckwheat	150	1-gallon	5	36
<i>Ferocactus viridescens</i> <sup>1</sup>	San Diego barrel cactus	200	1-gallon	5	48
<i>Opuntia littoralis</i> <sup>1</sup>	coastal prickly pear	400	1-gallon <sup>2</sup>	5	96
<i>Rhus integrifolia</i>	lemonadeberry	100	1-gallon	10	24
<b>TOTAL</b>					<b>360</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

<sup>2</sup> Live cuttings may be substituted.

**Table 16  
DIEGAN COASTAL SAGE SCRUB PLANT PALETTE  
(3.21 acres)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Artemisia californica</i> <sup>1</sup>	California sagebrush	200	1-gallon	5	642
<i>Bahiopsis laciniata</i> <sup>1</sup>	San Diego sunflower	200	1-gallon	5	642
<i>Cylindropuntia prolifera</i> <sup>1</sup>	coast cholla	60	1-gallon <sup>2</sup>	5	193
<i>Eriogonum fasciculatum</i> <sup>1</sup>	California buckwheat	200	1-gallon	5	642
<i>Hesperoyucca whipplei</i> <sup>1</sup>	our Lord's candle	60	1-gallon	5	193
<i>Malosma laurina</i>	laurel sumac	60	1-gallon	10	193
<i>Mimulus aurantiacus</i> <sup>1</sup>	monkeyflower	100	1-gallon	3	321
<i>Opuntia littoralis</i> <sup>1</sup>	coastal prickly pear	60	1-gallon <sup>2</sup>	5	193
<i>Rhus integrifolia</i>	lemonadeberry	60	1-gallon	10	193
<i>Salvia mellifera</i> <sup>1</sup>	black sage	200	1-gallon	5	642
<b>TOTAL</b>					<b>3,854</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

<sup>2</sup> Live cuttings may be substituted.

**Table 17  
CHAPARRAL PLANT PALETTE  
(0.17 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Adenostoma fasciculatum</i>	chamise	400	1-gallon	6	68
<i>Heteromeles arbutifolia</i>	toyon	100	1-gallon	6	17
<i>Malosma laurina</i>	laurel sumac	100	1-gallon	6	17
<i>Rhus integrifolia</i>	lemonadeberry	300	1-gallon	6	51
<i>Salvia mellifera</i> <sup>1</sup>	black sage	200	1-gallon	6	34
<b>TOTAL</b>					<b>187</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.

**Table 18  
NATIVE GRASSLAND PLANT PALETTE  
(0.03 acre)**

Scientific Name	Common Name	Number Per Acre	Container Size	Spacing on Center (feet)	Total Number
<i>Mimulus aurantiacus</i> <sup>1</sup>	monkeyflower	68	1-gallon	3	2
<i>Rhus trilobata</i> <sup>1</sup>	basket bush	68	1-gallon	5	2
<i>Solanum xanti</i> <sup>1</sup>	purple nightshade	68	1-gallon	3	2
<i>Stipa pulchra</i>	purple needlegrass	300	plugs	3	9
<i>Viguiera laciniata</i> <sup>1</sup>	San Diego sunflower	68	1-gallon	5	2
<i>Yucca whipplei</i> <sup>1</sup>	our Lord's candle	68	1-gallon	5	2
<b>TOTAL</b>					<b>19</b>

<sup>1</sup> Height restricted plant species allowed within 20-foot sewer easement.



## Live Cuttings

Live cuttings may be substituted for mule fat and willow container stock. The amount of cuttings substituted for container stock shall be 50 percent more than the total specified in the plant palette (e.g., 100 container stock of arroyo willow can be substituted with 150 cuttings of arroyo willow). Cuttings can be sourced from existing mature shrubs and trees found within Tecolote Canyon. Prior to taking cuttings, all equipment being used, including buckets of water and wood cutters, will be sterilized so no pathogen cross contamination occurs. Specific cutting procedures include taking cuttings that are straight or nearly so and at least 20 inches long (or sufficiently long enough to reach the water table) and 0.5 to 1 inch in diameter. To help ensure genetic diversity within the restoration areas and limit damage to existing vegetation, no more than 10 cuttings shall be collected per individual tree or shrub. The stems shall be cut so that the bottom end is at an angle, to help identify which end to put in the ground. All cuttings shall be stripped of leaves to allow roots to develop prior to above-ground vegetation and keep the cutting from drying out, while tops shall be cut flat to distinguish the top from the bottom end. Cuttings shall be installed so that 50 to 60 percent of their total length is below grade. The ground shall be saturated prior to installation, and cuttings shall be installed immediately to avoid desiccation.

Live cuttings also may be substituted for cactus (coast cholla and coastal prickly pear). Cactus cuttings should be obtained from existing cacti populations within Tecolote Canyon and cut ends shall be allowed to dry prior to installation to reduce risk of infection or rot. The coastal prickly pear cuttings shall be installed using the following method: (1) cut off the top two paddles from a cactus branch (one cutting consists of two paddles); (2) scarify the soil where planting will occur, removing any weeds and large cobbles; (3) lay the cactus cutting flat against the soil, making sure the areoles on the underside of the paddle have contact with the soil (remove some thorns, if necessary); and (4) soak the newly installed cuttings the same day they are planted. Coast cholla cuttings can be installed using similar methods.

## As-built Conditions

The Restoration Specialist shall submit a brief letter report to the appropriate regulatory agencies (USACE, RWQCB, CDFW, Parks and Recreation, and DSD), including an as-built graphic, within six weeks of completion of restoration installation. This letter will describe site preparation, installation methods, and the as-built status of the overall restoration project. Pre- and post-installation photographs taken from identified photo stations shall be included as part of the as-built report.

## MAINTENANCE PROGRAM

The maintenance guidelines are tailored for native plant establishment. Maintenance personnel will be informed of the goals of the restoration effort and the maintenance requirements. A professional with experience and knowledge in native habitat restoration maintenance will supervise all maintenance. It is the maintenance contractor's responsibility to keep all seeded and planted areas free of debris, to monitor irrigation function and scheduling as well as the condition and health of all plant material, to remove non-native plant species, and to inspect and maintain any required erosion control. Maintenance of the restoration areas will be conducted by the maintenance contractor as needed to ensure restoration areas meet success criteria. At a minimum, maintenance will be conducted monthly during the 120-day PEP, at least six times per year during Year 1 through 3, and at least four times per

year in Years 4 and 5 (Table 19, *Maintenance Schedule*). The maintenance contractor will complete maintenance requests from the restoration specialist within 14 days of any written request or monitoring report.

**Table 19**  
**MAINTENANCE SCHEDULE<sup>1,2</sup>**

Time Frame	Schedule
<b>Installation Contractor</b>	
120-day Plant Establishment Period	Monthly
<b>Maintenance Contractor</b>	
Year 1 through Year 3	Six times per year
Year 4 and Year 5	Four times per year

<sup>1</sup> This schedule is only a guideline; maintenance will be performed as necessary as directed by the Restoration Specialist. The entire restoration area will be serviced during each maintenance “event”, which may span multiple days depending on crew size.

<sup>2</sup> This maintenance schedule pertains to the areas of temporary impacts that are being restored for mitigation credit. Areas of temporary impacts to non-sensitive habitats being restored for erosion control will adhere to a 25-month maintenance period.

## Maintenance Activities

A five-year maintenance program will help to ensure the successful establishment and persistence of the restored habitats. The maintenance period begins on the first day following acceptance on installation and may be extended at the determination of the City ECPD. The maintenance program will involve removal of non-native species and trash, irrigation maintenance, and any remedial measures deemed necessary for successful restoration (e.g., re-seeding and re-planting). Maintenance activities will be directed by the Restoration Specialist and implemented by the maintenance contractor.

## Herbicides

Any herbicides used to control non-native plants as part of the overall native habitat restoration effort must be on a Parks and Recreation Department list of approved herbicides. In addition, only those herbicides that are approved for aquatic use can be sprayed within wetland habitats (e.g., riparian restoration areas). Lastly, herbicides must be applied by an individual with a valid applicator’s license, and only those individuals with an F Category on their license can use herbicides in aquatic habitats.

## Non-native Plant Control

For the duration of the maintenance period, there will be a very low tolerance for non-native plant species, and removal will be conducted as necessary to minimize competition that could prevent the establishment of native species. As non-native species become evident, they should be removed by hand or controlled with appropriate herbicides (e.g., only wetland approved herbicides should be used, if necessary, in the riparian restoration areas). All non-native plant species shall be treated/removed prior to flowering and/or prior to attaining a height of six inches. The Restoration Specialist will oversee non-native plant removal by the maintenance contractor; however, maintenance personnel must be knowledgeable in distinguishing non-native species from desirable native vegetation.

## **Horticultural Treatments**

No post-installation pruning is necessary unless otherwise directed by the Restoration Specialist and Project Manager. If weed control continues to be an issue, mulch application around plants may be specified by the Restoration Specialist and Project Manager. Fertilizer will not be applied except in extraordinary circumstances and only at the written direction of the Restoration Specialist and Project Manager. Shrubs and trees will be monitored for signs of disease and pests; infected and infested plants will be treated as necessary and as directed by the Restoration Specialist and Project Manager. Treatment measures may include pruning to prevent the spread of the disease or pestilence. Severely diseased or pest damaged plants will be removed and replaced if directed by the Restoration Specialist and Project Manager. Plant substitutions may be recommended if the disease is likely to affect its replacement (i.e., soil borne pathogens). Active pest control measures will be implemented if a pest species poses a competitive threat to native species establishment.

## **Erosion Control**

During the 120-day PEP and five-year maintenance period, the installation and maintenance contractors will replace or add erosion control measures, as needed or as identified by the Restoration Specialist and City ECPD. Any installed erosion control materials will be removed from the site by the maintenance contractor once the Restoration Specialist and City ECPD determines sufficient native plant cover has established.

## **Trash/Debris Removal**

All trash and debris will be removed from the restoration areas by the installation/maintenance contractor during each visit. Trash removal activities will minimize or avoid impacts to plants. All trash and debris will be removed and disposed of at an off-site, licensed, waste-disposal facility.

## **Replacement Planting and Seeding**

Plantings will be replaced as needed based on biological monitoring assessments. Visual inspections conducted by the Restoration Specialist will be used to determine plant survivorship. Any losses of container stock within 120 days of installation will be replaced in-kind by the installation contractor. After 120 days, any losses for the first year will be replaced in-kind by the maintenance contractor unless it has been determined by the Restoration Specialist that use of another species and/or stock size would better achieve the restoration goals. Thereafter, plant materials will be checked as part of the monitoring program. Thereafter, if success criteria are not being met, additional measures, such as installation of replacement container plantings or additional seed, may be implemented as directed by the Restoration Specialist and City ECPD.

## **Site Protection and Signage; Vandalism**

Perimeter fencing or staking will be maintained, as needed, until removal is authorized by the Restoration Specialist. It is likely that markers or fencing delineating the restoration areas will be needed until final sign off has been authorized.

Pedestrian access is a potential maintenance issue in some of the restoration areas. Much of the restoration areas occur along existing trails and access paths used by Park staff and the public. Fencing and/or signage is recommended in these areas.

Issues such as illegal access, off-road vehicle activity, or destruction of plant material or irrigation system, would be handled by the maintenance contractor in coordination with the City ECPD and the Restoration Specialist. Corrective and preventative actions could include irrigation repairs, additional fencing, placement of other barriers, and posting of signs that designate the site as a habitat restoration area. The cost of such repairs/work will be paid for as extra work. The contractor will be responsible for damage caused by inadequate maintenance or operation of facilities, as determined by the Restoration Specialist and City ECPD.

## **Pest Management**

All plantings will be inspected for evidence of pests during each maintenance event. Any pest-infested plants shall be immediately treated or replaced as needed by the installation/maintenance contractor. If herbivores are found to be a significant problem for installed plant material, the Restoration Specialist may request that container plants in the affected area be caged or similarly protected. Generally, there will be a high threshold of tolerance before other control measures are considered. As required by law, specific recommendations (e.g., for pesticide use) will be made only by a licensed pest control adviser. All applicable federal and state laws and regulations will be closely followed. The Restoration Specialist and City ECPD will be consulted on any pest control matters.

## **Irrigation**

Temporary irrigation will be utilized within the restoration areas. The contractor will be responsible for determining the water source and maintaining the temporary irrigation system in good working order throughout the duration of the project. The goal is to obtain germination and growth with the least amount of irrigation. Frequent irrigation encourages weed invasion and leaches nutrients from the soil; therefore, water will be applied infrequently and only as needed to obtain seed germination and prevent plant and seedling mortality. Native plantings that are infrequently irrigated may grow slower initially but will ultimately be better able to withstand natural variations in rainfall and, therefore, be more successful in the long term.

Assuming cool, dry weather conditions, it is anticipated that the restoration areas would initially be irrigated daily for approximately 15 minutes. After seedlings are established, the irrigation schedule should be modified to develop deep root growth with evenly spaced, infrequent, deep applications of water (e.g., to a depth of 12 inches or more). To obtain deep penetration of water, the irrigation system may be activated several times in one 24-hour period. Irrigation will be minimized following natural rainfall events. Once the plant material is established and no longer requires supplemental irrigation, the system will be deactivated. If necessary, irrigation can be used throughout the first three years of the five-year maintenance period to help establish native vegetation. Irrigation will be discontinued at the end of Year 3, or sooner if recommended by the Restoration Specialist. The above-ground portions of the system will be removed at project sign-off.

## BIOLOGICAL MONITORING PROGRAM

Monitoring visits and annual assessments will be carried out under direction of the Restoration Specialist. Biological monitoring of the restoration effort is divided into four phases: (1) pre-installation; (2) installation and establishment; (3) maintenance monitoring; and (4) annual monitoring (Table 20, *Monitoring Schedule*).

**Table 20**  
**MONITORING SCHEDULE <sup>1</sup>**

<b>Time Frame</b>	<b>Schedule</b>
<b>Pre-Installation/Site Preparation</b>	
Pre-construction meeting	Once
Plant/topsoil salvage	As needed
Pre-installation photos	Once
<b>Installation and 120-Day Plant Establishment Period</b>	
Site preparation and installation	As needed
120-day Plant Establishment Period	Monthly
<b>Maintenance Monitoring</b>	
Year 1	Eight times per year
Years 2 and 3	Six times per year
Years 4 and 5	Four times per year
<b>Annual Monitoring</b>	
Years 1 through 5	April (1 visit per year)

<sup>1</sup> This schedule is only a guideline; monitoring will be performed as necessary. Restoration areas will be monitored for the full five years; revegetation areas will be monitored for 25 months.

### Installation Monitoring

A restoration specialist will complete daily monitoring of all phases of the installation process (Table 17), including initial non-native plant removal, irrigation installation, quality of container plantings, and installation of container plants and hydroseed. Post-installation photos will be taken from the designated photo stations and will be used in each annual report for comparison with the respective year's annual assessment photos. The 120-day PEP will begin after the restoration specialist and City ECPD Project Manager have field verified that any irrigation and all plantings and hydroseed have been installed.

### 120-Day Plant Establishment Period Monitoring

Following installation, a Restoration Specialist will monitor maintenance activities conducted by the installation contractor monthly during the 120-day PEP. The Restoration Specialist will evaluate the establishment of container plantings and seed and note the presence of non-native and target invasive species that need to be removed. Sign off of the 120-day PEP by the City Parks and Recreation Department, City ECPD and DSD staff, and the Restoration Specialist will be based on a final site inspection and whether the site meets the success criteria outlined above.

## Maintenance Monitoring

Following installation and the 120-day PEP, a Restoration Specialist will monitor maintenance activities conducted by the maintenance contractor during the five-year restoration period (in accordance with the schedule outlined in Table 17). Maintenance monitoring will consist of walking the entire area, making observations of native and non-native vegetation, and recording all wildlife incidentally observed or detected. This monitoring schedule is the minimum; more frequent inspections may be necessary if there are problems with contractor performance or habitat development. Monitoring memos noting any issues with plant establishment, irrigation, sediment control, etc., will be provided as necessary to the maintenance contractor, City ECPD, and City Parks and Recreation Department.

## Annual Monitoring

The Restoration Specialist will conduct an annual assessment of the restoration effort in April of each year. The visits are scheduled for April to coincide with the peak of the growing season for most native herbs and shrubs. The exact timing of the visits will depend on site and weather conditions. Annual monitoring will consist of both qualitative and quantitative assessments in each of the 20 restoration areas. The qualitative assessment will include photo documentation (from the 26 established photo locations), dominant species observed, any observations of native plant recruitment, and a list of all plant and animal species observed. The quantitative assessment will include a visual estimate of native and non-native cover (annual, perennial, and invasive) rather than collection of data from transects due to the small size of each restoration area located throughout the approximately 4.7-mile long project site. Cover will be visually estimated by evaluating the proportion of the ground in each restoration area that is obscured by a species' aboveground biomass. Visual cover estimates will be completed separately for upland areas and riparian restoration areas. Cover estimates will be completed in each of the 20 general restoration areas noted in Figures 4-1 through 4-9. Photos will be included in the respective year's annual report and include comparison with the corresponding pre-impact photos.

Wildlife use of the corridor will be noted incidentally during each annual assessment by hearing species-specific vocalizations or by observing the species, or their tracks, scat, or dens. This information will be combined with observations from maintenance monitoring events and a list of all species observed during the year will be included in the annual report. No focused wildlife surveys will be conducted.

An annual report will be prepared each year during the five-year monitoring period following installation. The City ECPD will be responsible for submitting each report to agencies, including the CDFW and City (Parks and Recreation Department and DSD).

## SUCCESS CRITERIA

This section provides standards to determine the successful completion of the restoration effort.

### Installation

For sign off of the installation effort, the following parameters must be met: (1) temporary irrigation (where installed) must provide 100 percent coverage of the restoration and revegetation areas without any overspray or runoff into adjacent habitat; and (2) all plantings/seed must be installed. The installation contractor must provide the Restoration Specialist and City ECPD copies of the irrigation

mark-ups for approval and submittal with the as-built report. The Restoration Specialist and City ECPD must approve the irrigation system installation and oversee a coverage test for the restoration area for approval of installation.

## 120-Day Plant Establishment Period

Success at the end of the 120-day PEP will be met if: (1) there is 100 percent survivorship of container stock; (2) there is some evidence of establishment from seed; (3) no target invasive plant species are present; (4) any installed irrigation continues to provide adequate cover and appropriate application rates; and (5) there are no erosion-related issues or trash. Any replacement plantings added to attain the survivorship criterion must be installed for at least 30 days prior to sign off. The 120-day PEP will end when the Restoration Specialist recommends and City ECPD approves sign off of the 120-day PEP in writing. The five-year maintenance/monitoring period for the restoration area will begin following formal sign off of the PEP by the City ECPD.

## Maintenance and Monitoring Period

At the end of the five-year monitoring period, restoration must attain at least 60 to 75 percent native cover, depending on habitat type, or 80 percent of the native cover documented prior to impacts (Table 21, *Success Criteria for Restoration*). The pre-impact assessment of areas that will be temporarily impacted will serve as reference data for native cover criteria. If the annual goals for native cover are not met, additional measures (e.g., re-seeding, re-planting, etc.) will be taken as necessary to ensure final success.

**Table 21**  
**SUCCESS CRITERIA FOR RESTORATION**  
**(percent)**

CRITERIA	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>Native Cover Targets</b>					
Riparian Forest/Scrub	25	35	40	50	60 <sup>2</sup>
Coast Live Oak Woodland Understory	25	40	50	60	70 <sup>2</sup>
Maritime Succulent Scrub	30	40	55	65	75 <sup>2</sup>
Diegan Coastal sage scrub	30	35	55	65	75 <sup>2</sup>
Chaparral	25	35	55	65	75 <sup>2</sup>
Native Grassland (total/native grass)	25/10	35/12	40/15	50/20	60/20 <sup>2</sup>
<b>Non-native Cover Limits</b>					
Non-native Grasses	<10	<10	<10	<10	<10
Non-native Forbs	<5	<5	<5	<5	<5
Invasive and Perennial Non-native Forbs <sup>1</sup>	0	0	0	0	0

<sup>1</sup> This does not preclude the presence of new seedlings of invasive species, which are expected to volunteer from adjacent habitat, but does require documentation of complete removal within restoration boundaries prior to dropping seed.

<sup>2</sup> Minimum success criteria for native cover, or 80 percent of the native cover assessed prior to impacts.

At the end of the five-year monitoring period, cover by annual non-native species such as grasses, but excluding other highly invasive species, shall account for no more than 10 percent within all restoration areas. Non-native vegetation, excluding grasses, shall account for no more than five percent within all restoration areas, and perennial non-native species shall not be allowed to persist within the restoration

areas. Plants ranked as high or moderate for invasiveness by the California Invasive Plant Council (2017) shall be eradicated from within restoration boundaries and any new volunteers shall be removed prior to seed set.

## SCHEDULE OF ACTIVITIES

Table 22, *Restoration Schedule of Activities*, provides a summary of the proposed schedule of activities for the restoration areas.

**Table 22**  
**RESTORATION SCHEDULE OF ACTIVITIES**

<b>Milestone</b>	<b>Action</b>
Prior to Project Construction	<ul style="list-style-type: none"> <li>– Delineate limits of work</li> <li>– Order container plantings and seed</li> <li>– Salvage plants and topsoil</li> </ul>
Within 90 Days of Project Construction Completion	<ul style="list-style-type: none"> <li>– Install salvaged topsoil</li> <li>– Install temporary, above-grade irrigation system</li> <li>– Install erosion control measures</li> <li>– Install container plantings and salvaged plantings</li> <li>– Install hydroseed</li> </ul>
Monthly During 120-Day Plant Establishment Period	<ul style="list-style-type: none"> <li>– Conduct biological monitoring</li> <li>– Inspect plantings and adjust irrigation levels as needed based on weather conditions</li> <li>– Inspect area for invasive plants and control as necessary</li> <li>– Inspect plants for pests or disease; treat/replace as needed</li> <li>– Monitor irrigation system and erosion control measures; replace/repair as needed</li> <li>– Monitor site for trash and vandalism; remove/repair as needed</li> <li>– Re-seed/re-plant, as needed, to achieve milestones</li> </ul>
120 Days after Plant Installation	<ul style="list-style-type: none"> <li>– Conduct site inspection with City ECPD, P&amp;R, and DSD</li> <li>– Submit biological monitoring report within 30 days of monitoring</li> </ul>
1-3 Years after Plant Installation	<ul style="list-style-type: none"> <li>– Conduct biological monitoring during the year, including qualitative and/or quantitative annual monitoring</li> <li>– Inspect plantings and adjust irrigation levels as needed based on weather conditions</li> <li>– Seed/re-plant as needed to achieve milestone</li> <li>– Inspect area for invasive plants and control as necessary</li> <li>– Inspect plants for pests or disease; treat/replace as needed</li> <li>– Monitor irrigation system and erosion control measures; replace/repair as needed</li> <li>– Cease irrigation if deemed appropriate by the restoration biologist</li> <li>– Monitor site for trash and vandalism; remove/repair as needed</li> <li>– Submit biological monitoring report within 30 days of monitoring</li> </ul>



**Table 22 (cont.)  
RESTORATION SCHEDULE OF ACTIVITIES**

Milestone	Action
4-5 Years after Plant Installation	<ul style="list-style-type: none"> <li>– Conduct biological monitoring during the year, including quantitative annual monitoring</li> <li>– Inspect plantings and adjust irrigation levels as needed based on weather conditions</li> <li>– Inspect area for invasive plants and control as necessary</li> <li>– Inspect plants for pests or disease; treat/replace as needed</li> <li>– Monitor erosion control measures; replace/repair as needed</li> <li>– Monitor site for trash and vandalism; remove/repair as needed</li> <li>– Submit biological monitoring report within 30 days of monitoring</li> </ul>
Prior to City and USACE/RWQCB/CDFW Approval of Restoration Area	<ul style="list-style-type: none"> <li>– Submit final report</li> <li>– Conduct final site inspection of restoration areas with ECPD, P&amp;R, DSD, USACE/RWQCB/CDFW, and Project Manager</li> <li>– Remove temporary irrigation system and any remaining fencing/BMPs</li> </ul>

## REMEDICATION MEASURES

If the restoration effort is not meeting success standards for the project, the City ECPD shall notify and propose corrective measures to the CDFW and City Parks and Recreation Department and DSD. Sufficient contingency mitigation areas are present on-site. If the success criteria are not being met on-site, the CDFW and City Parks and Recreation Department and DSD will work together with the City ECPD to reach an alternative mutually acceptable solution.

Should the restoration effort fail due to a natural disaster such as fire or flood, the City ECPD will be held responsible for replanting. The City ECPD will confer with DSD, the regulatory agencies, and City Parks and Recreation Department to determine a mutually agreeable course of action, which would be based on the goals and objectives outlined in this plan.

## CONFIRMATION AND NOTIFICATION OF COMPLETION

If the restoration effort meets all success criteria at the end of the five-year maintenance and monitoring period (or sooner) and all irrigation has been discontinued for at least two years, then the restoration effort will be considered a success. If not, the City ECPD will submit a revised or supplemental restoration program to compensate for those restoration areas that were not successful. The maintenance and monitoring program will be extended one year at a time until the standards are met. Specific remedial measures (approved by the USACE, RWQCB, CDFW, and City DSD) will be used during any such extension. Monitoring extensions will be done only for areas that fail to meet final success criteria. This process will continue until all Year 5 standards are attained or until the USACE, RWQCB, CDFW, and City DSD determine that other mitigation measures are appropriate.

The City ECPD will notify and coordinate with the USACE, RWQCB, CDFW, and City DSD to seek concurrence that the final performance criteria have been met through the submittal of the final monitoring report and a letter requesting a Notification of Completion. The final report will include analysis of quantitative sampling data that will illustrate the final success criteria have been met. All

temporary structures, fences, stakes, irrigation, BMPs, and similar temporary items must be removed from the site prior to filing the notification of completion. The site may qualify for early approval if final success criteria have been met prior to Year 5 and the site is accepted as complete by the USACE, RWQCB, CDFW, and City DSD; however, the site must be off supplemental irrigation for at least two growing seasons prior to final approval.

## CLOSING

Please contact me at (619) 462-1515 if you have any questions regarding this report.

Sincerely,



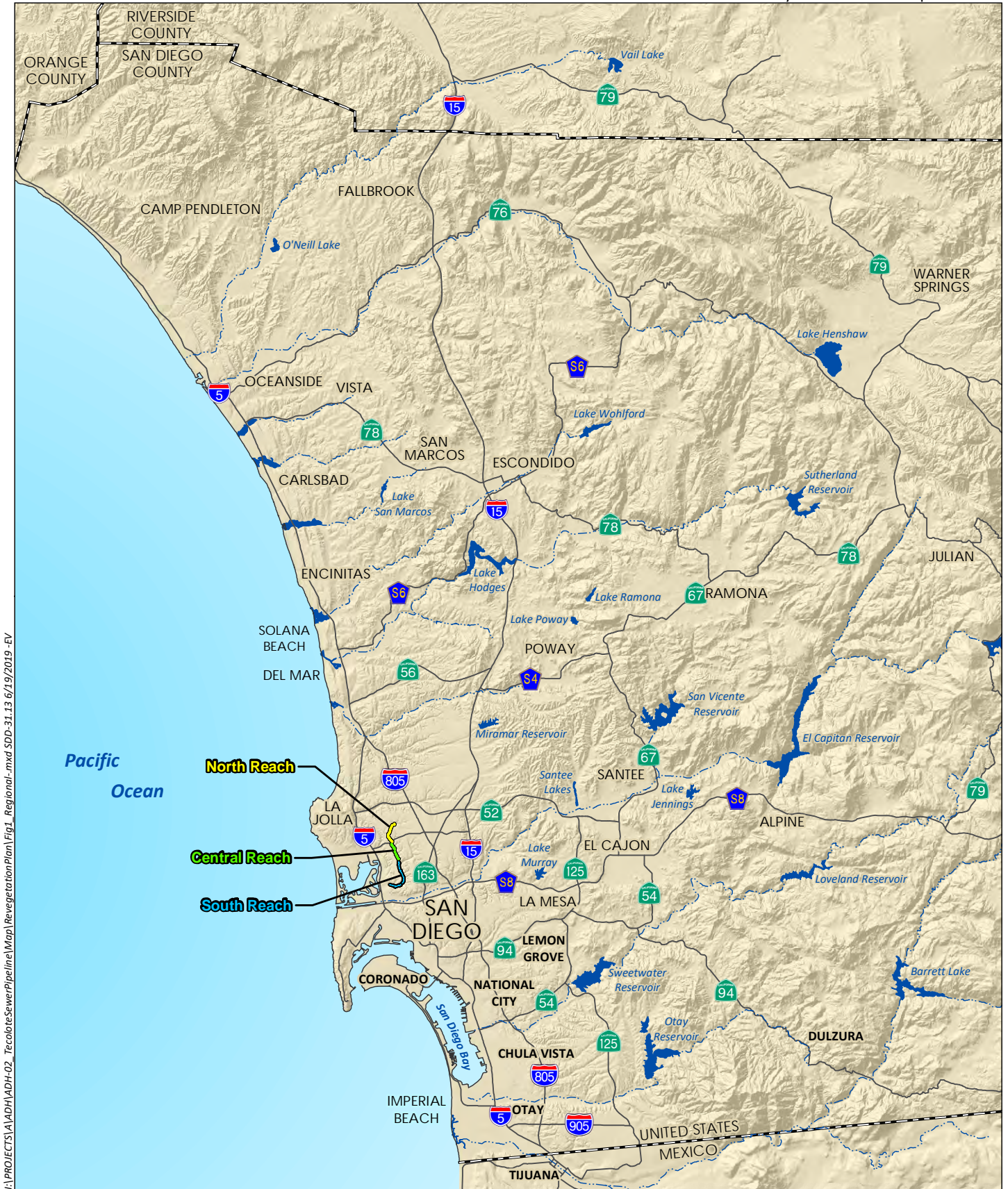
Laura Moreton  
Biologist

### Attachments:

Figure 1	Regional Location Map
Figure 2	Project Vicinity Map (USGS Topography)
Figure 3	Project Vicinity Map (Aerial Photograph)
Figures 4-1 through 4-9	Restoration/Revegetation Plan Maps

## REFERENCES

- American Ornithological Society. 2016. AOU Checklist of North and Middle American Birds (online checklist). Retrieved from: <http://checklist.aou.org/taxa/>
- California Invasive Plant Council. 2017. California Invasive Plant Inventory Database. Retrieved from: <http://cal-ipc.org/paf/>. Accessed on July 24, 2017.
- HELIX Environmental Planning, Inc. 2017. Year 5 Monitoring Report for the Central Tecolote Canyon Mitigation Project. January 6.
2006. Tecolote Canyon Natural Park Natural Resource Management Plan. Prepared for City of San Diego Park and Recreation Department, Open Space Division. March.
- Jepson Flora Project (eds.). 2017. Jepson eFlora. Retrieved from: <http://cal-ipc.org/paf/> Accessed on July 7, 2017.
- Oberbauer, T., Kelly, M., and Buegge, J. 2008. Vegetation Communities of San Diego County. Based on "Preliminary Descriptions of the Terrestrial Natural Communities of California", R.F. Holland, 1986. 73 pp.
- San Diego, City of. 2016. Land Development Code Landscape Standards. Amended April 5.
2018. Land Development Code Biology Guidelines (as amended by Resolution No. R-311507). February 1.
1997. Multiple Species Conservation Program. City of San Diego MSCP Subarea Plan. March.



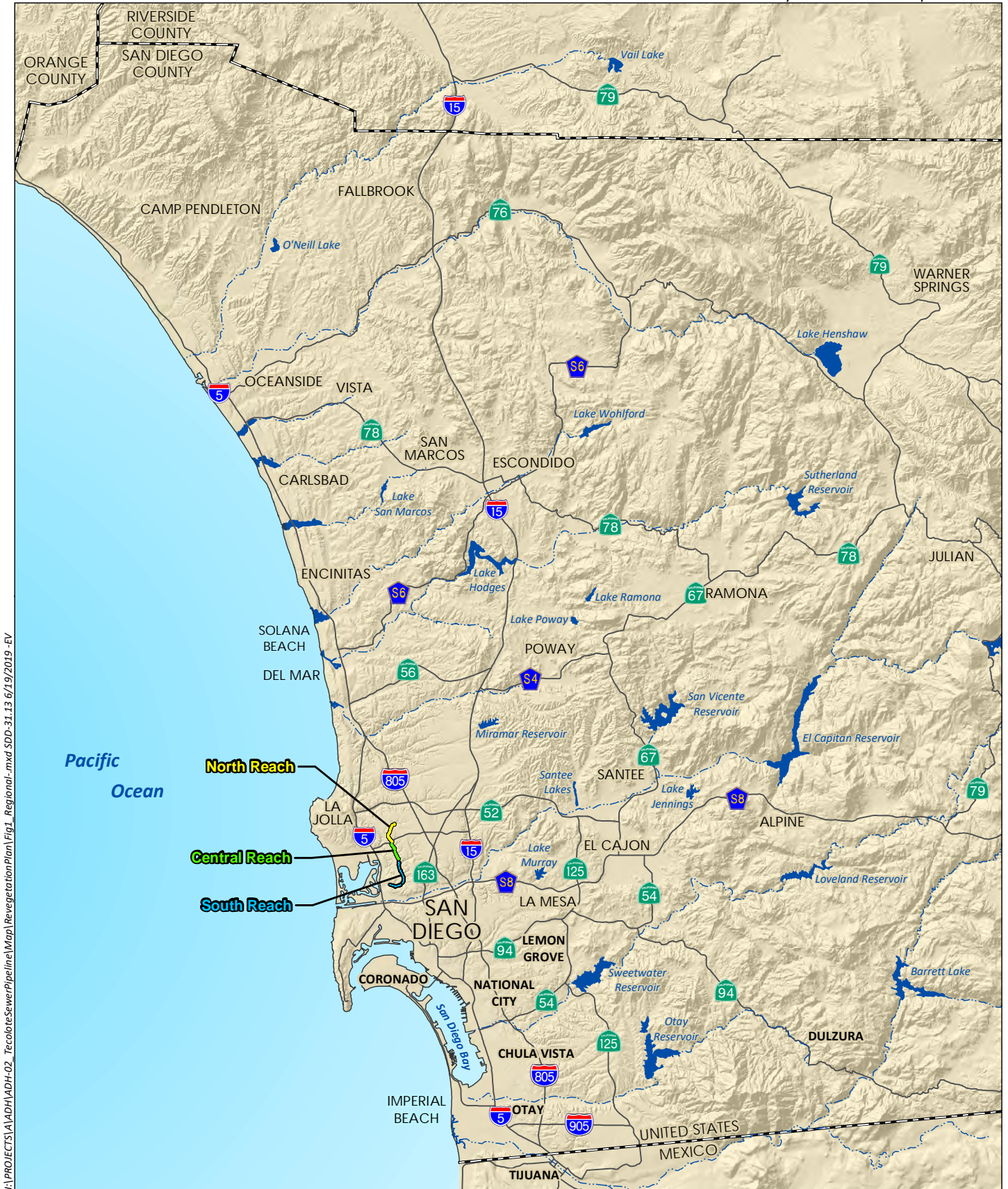
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Source: Base Map Layers (SanGIS, 2016)



# Regional Location

Figure 1



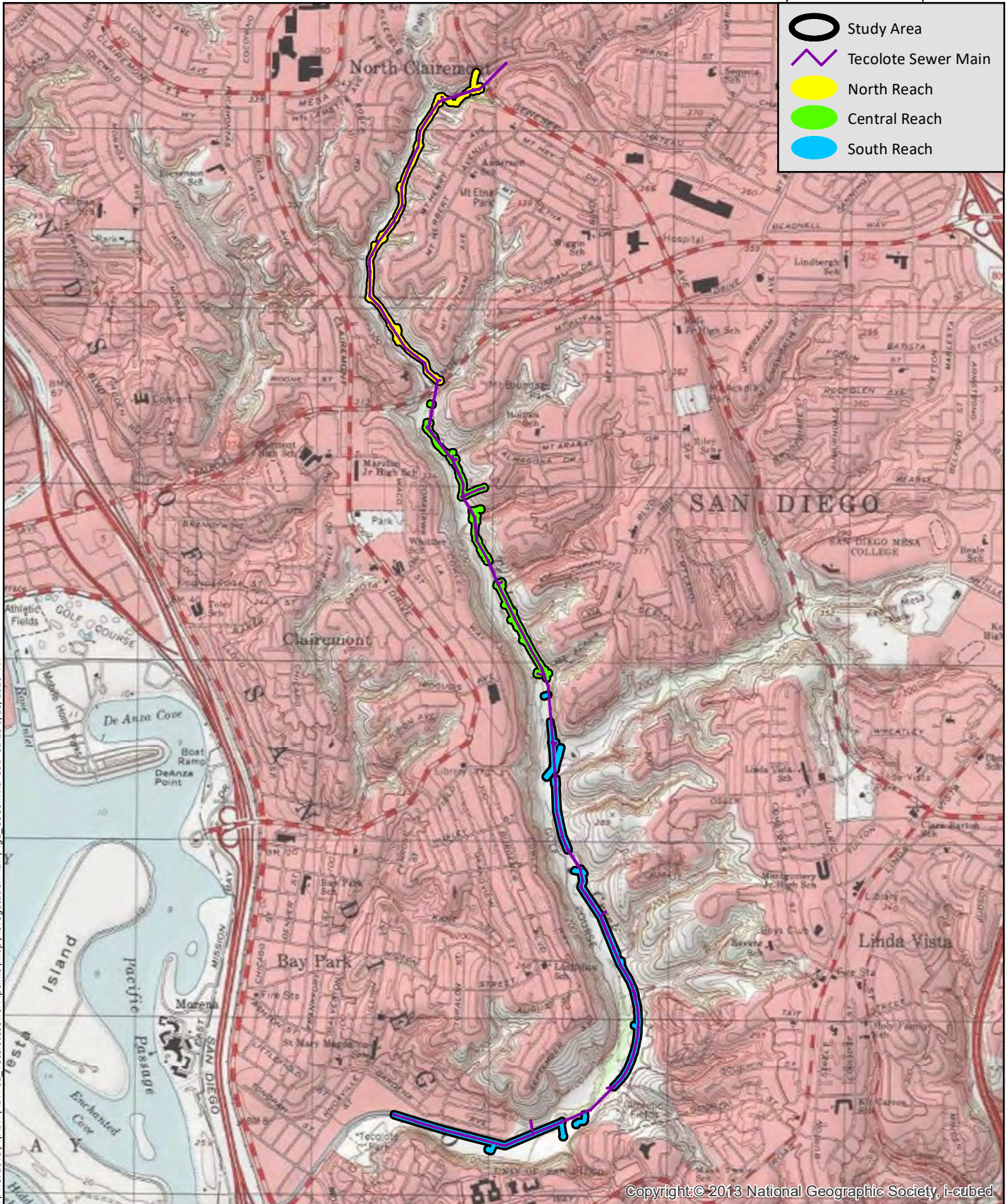
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Source: Base Map Layers (SanGIS, 2016)

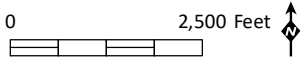


# Regional Location







Figure 1

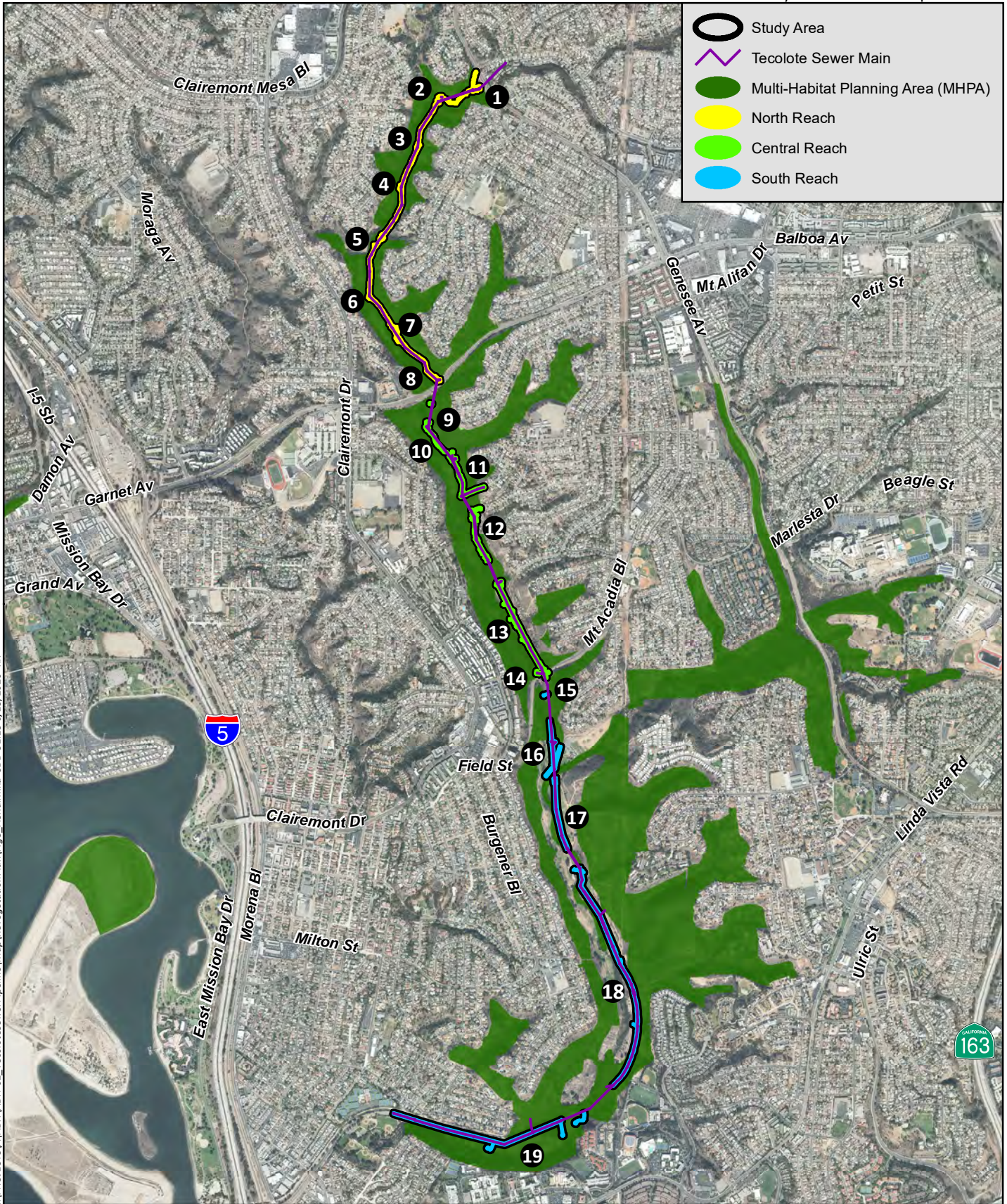


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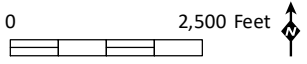


# Project Vicinity Map (USGS Topography)

-  Study Area
-  Tecolote Sewer Main
-  Multi-Habitat Planning Area (MHPA)
-  North Reach
-  Central Reach
-  South Reach



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# Project Vicinity Map (Aerial Photograph)

Figure 3



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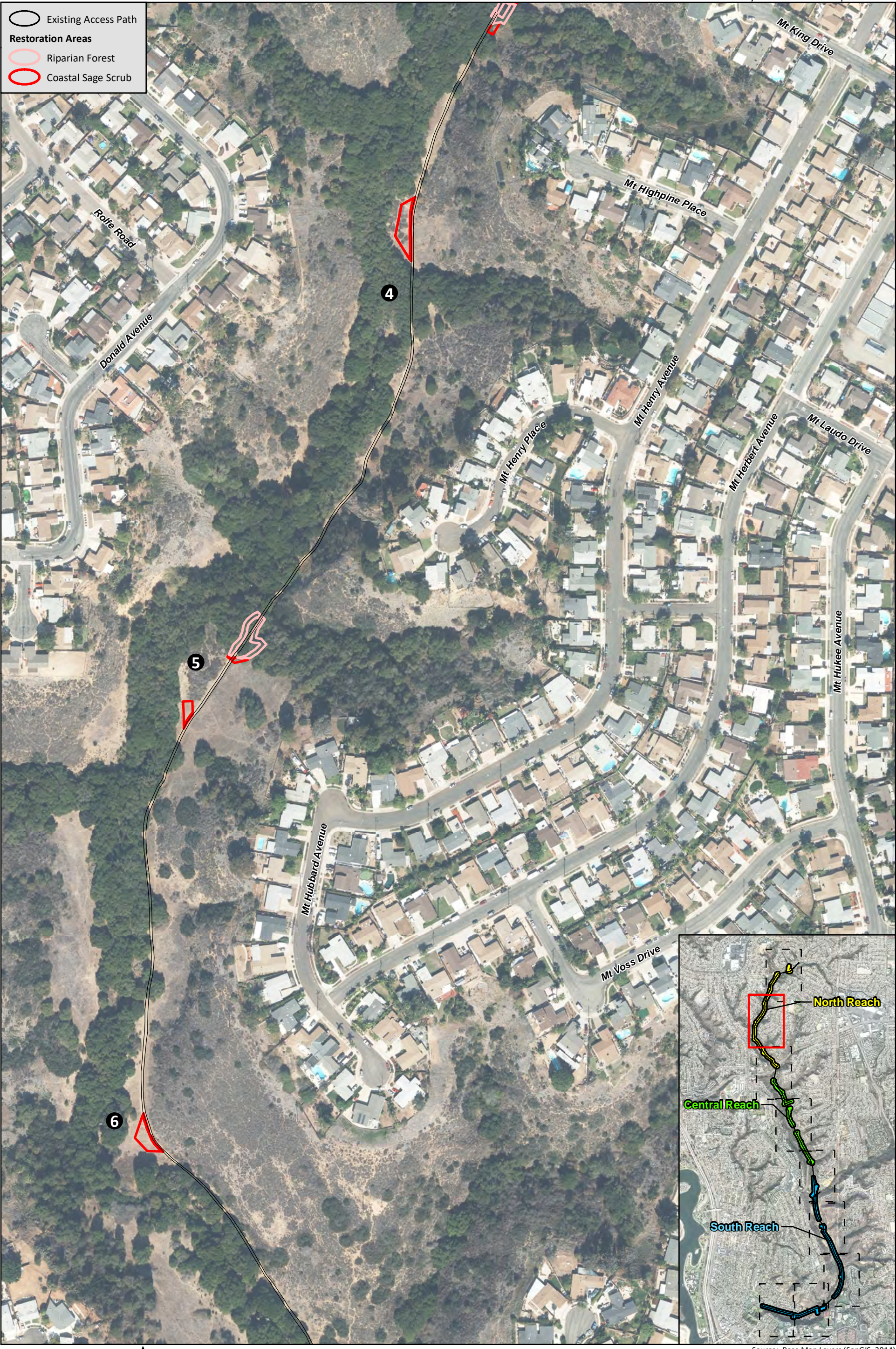
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## Restoration/Revegetation Plan

Figure 4-1  
362 | Page

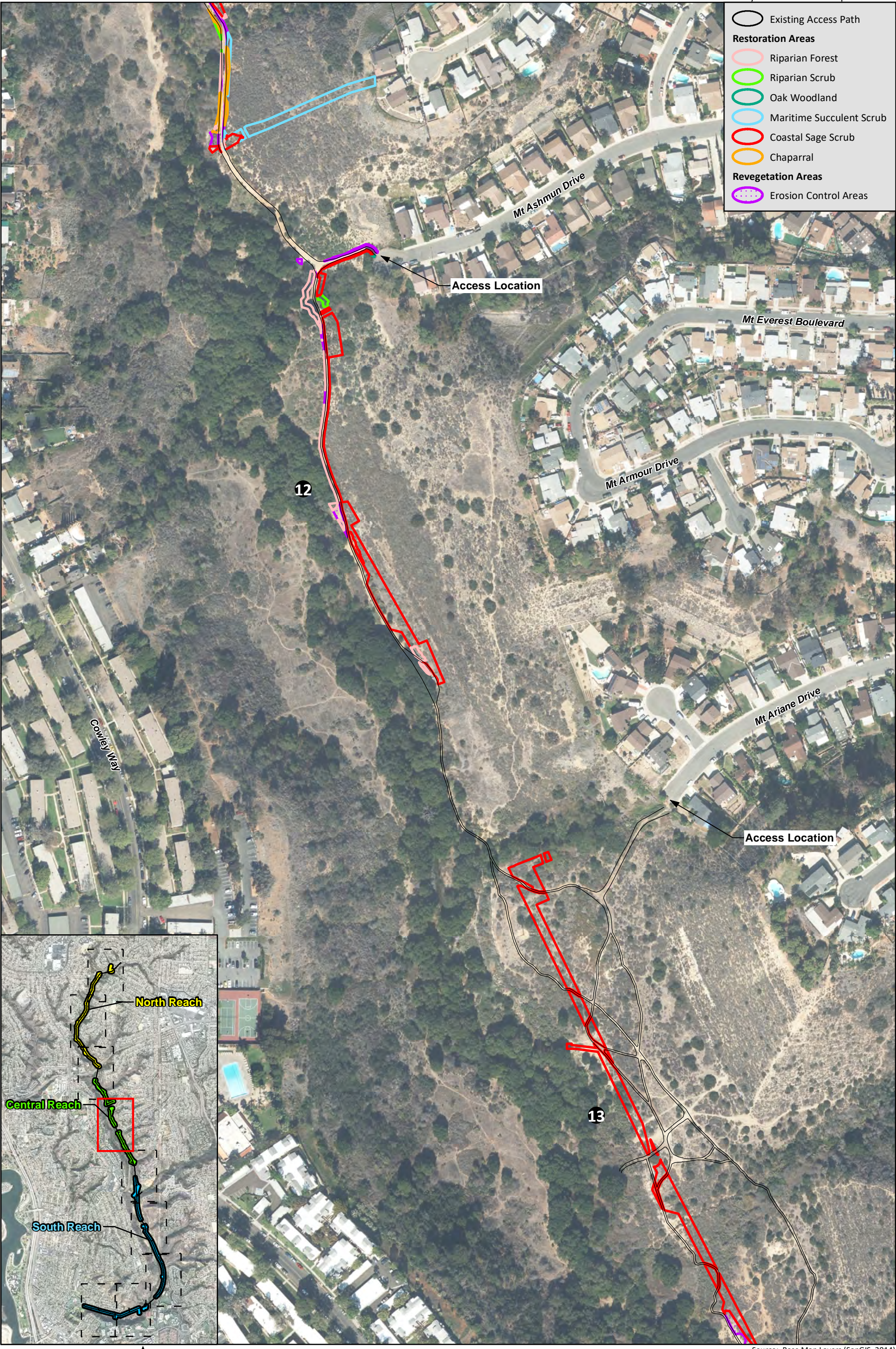




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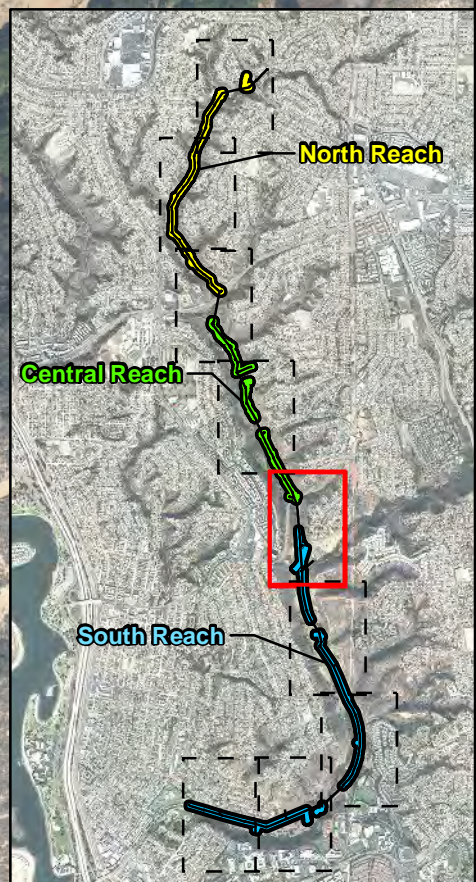
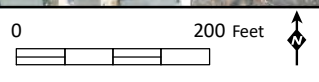
I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipelineMap\RevegetationPlan\Fig4\_RestorPlan.mxd ADH-02\_06/19/2019 - EV



-  Existing Access Path
- Restoration Areas**
-  Riparian Forest
-  Coastal Sage Scrub
- Revegetation Areas**
-  Erosion Control Areas



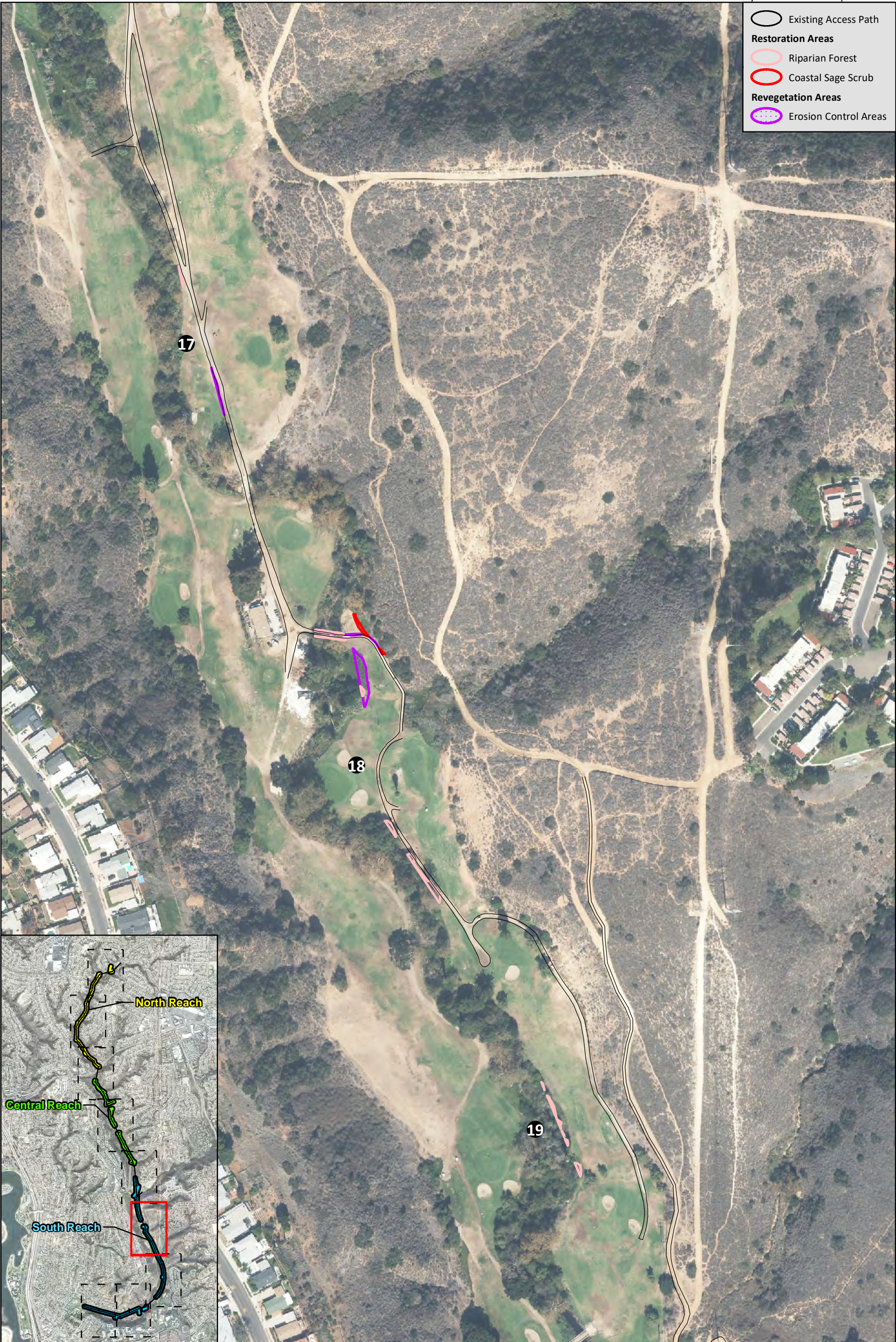
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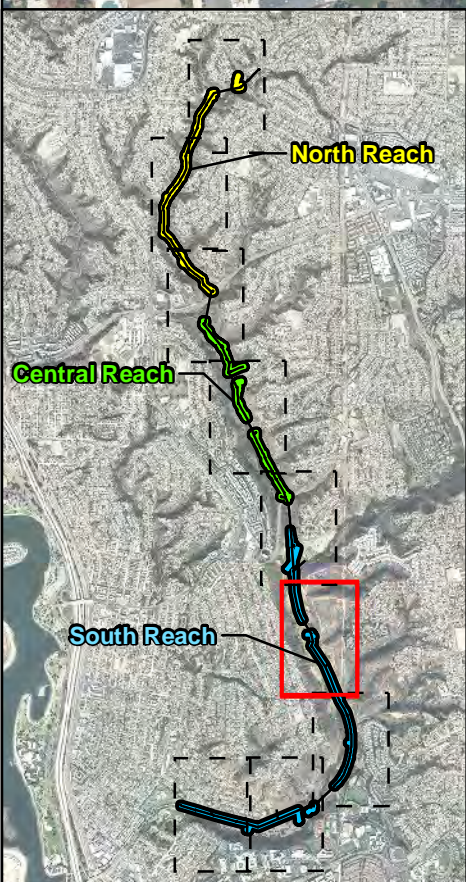
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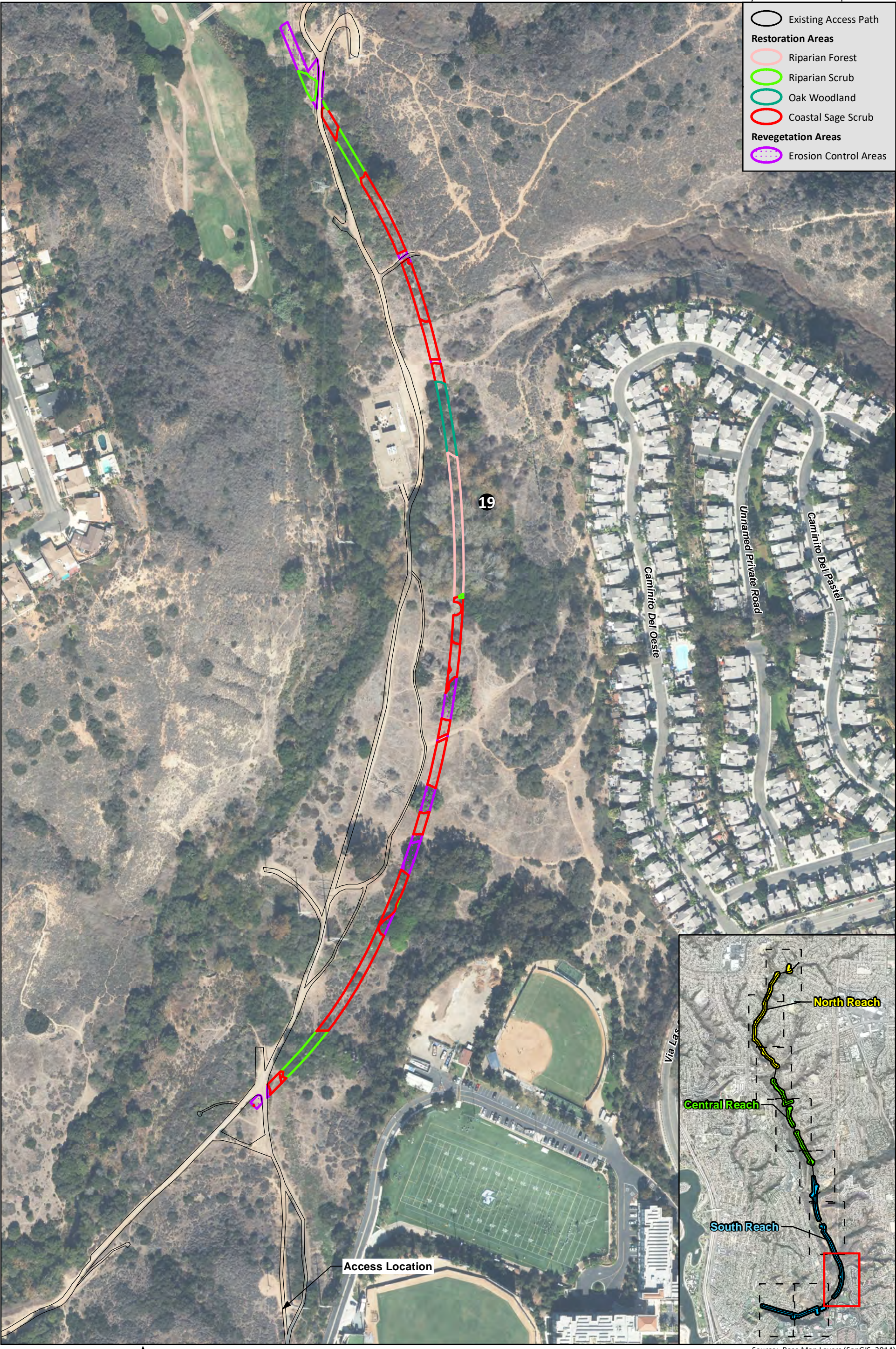
## Restoration/Revegetation Plan



- Existing Access Path
- Restoration Areas**
  - Riparian Forest
  - Coastal Sage Scrub
- Revegetation Areas**
  - Erosion Control Areas



Source: Base Map Layers (SanGIS, 2014)



Source: Base Map Layers (SanGIS, 2014)

I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipeline\Map\RevegetationPlan\Fig4\_RevegPlan.mxd ADH-02\_06/19/2019 - EV



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas

I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipelineMap\RevegetationPlan\Fig4\_ RestegPlan.mxd ADH-02 06/19/2019 - EV

Source: Base Map Layers (SanGIS, 2014)



## Restoration/Revegetation Plan



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Oak Woodland
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas

I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipelineMap\RevegetationPlan\Fig4\_RestorPlan.mxd ADH-02\_06/19/2019 - EV

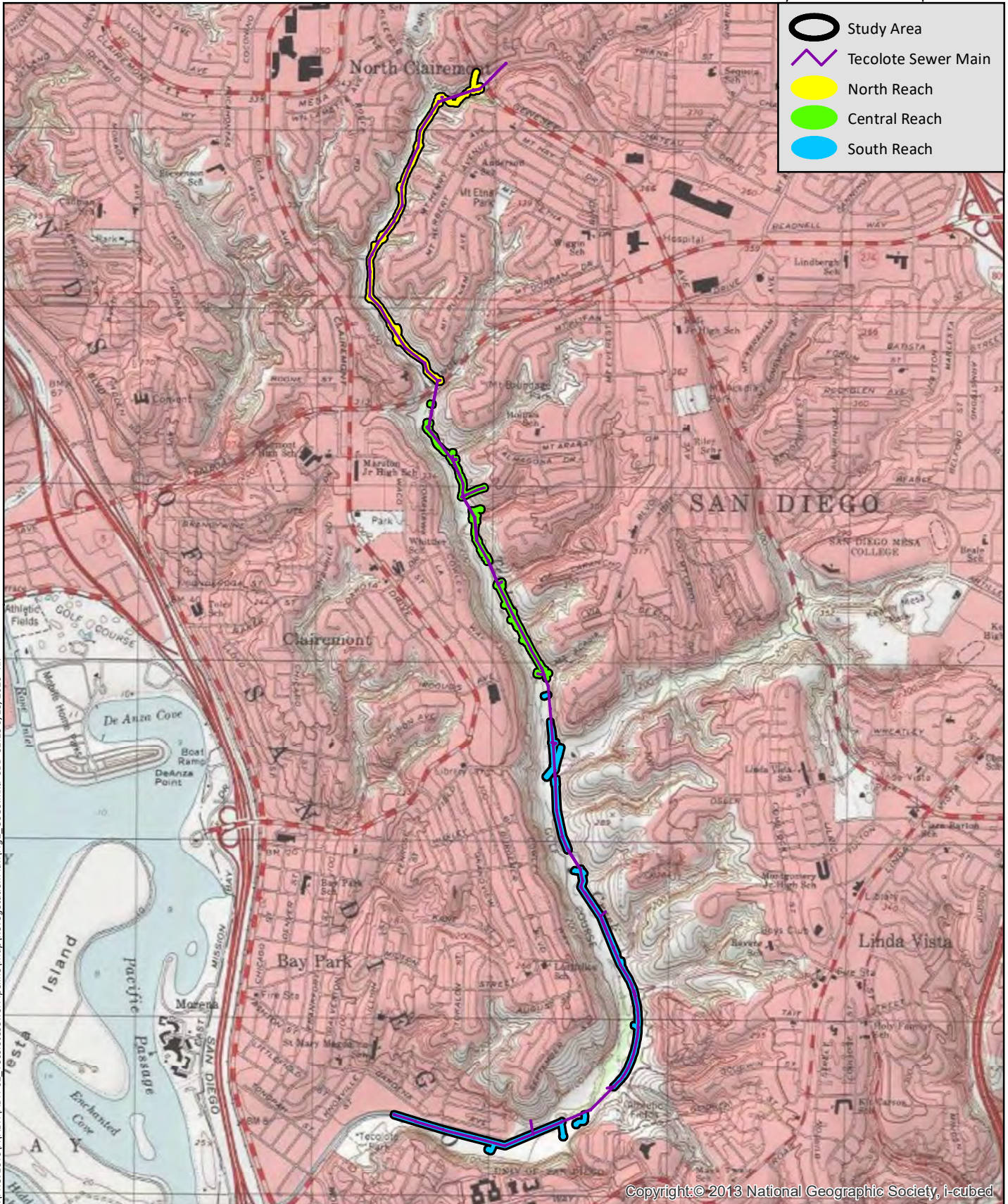
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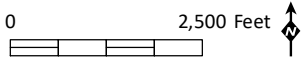
## Restoration/Revegetation Plan

Figure 4-9  
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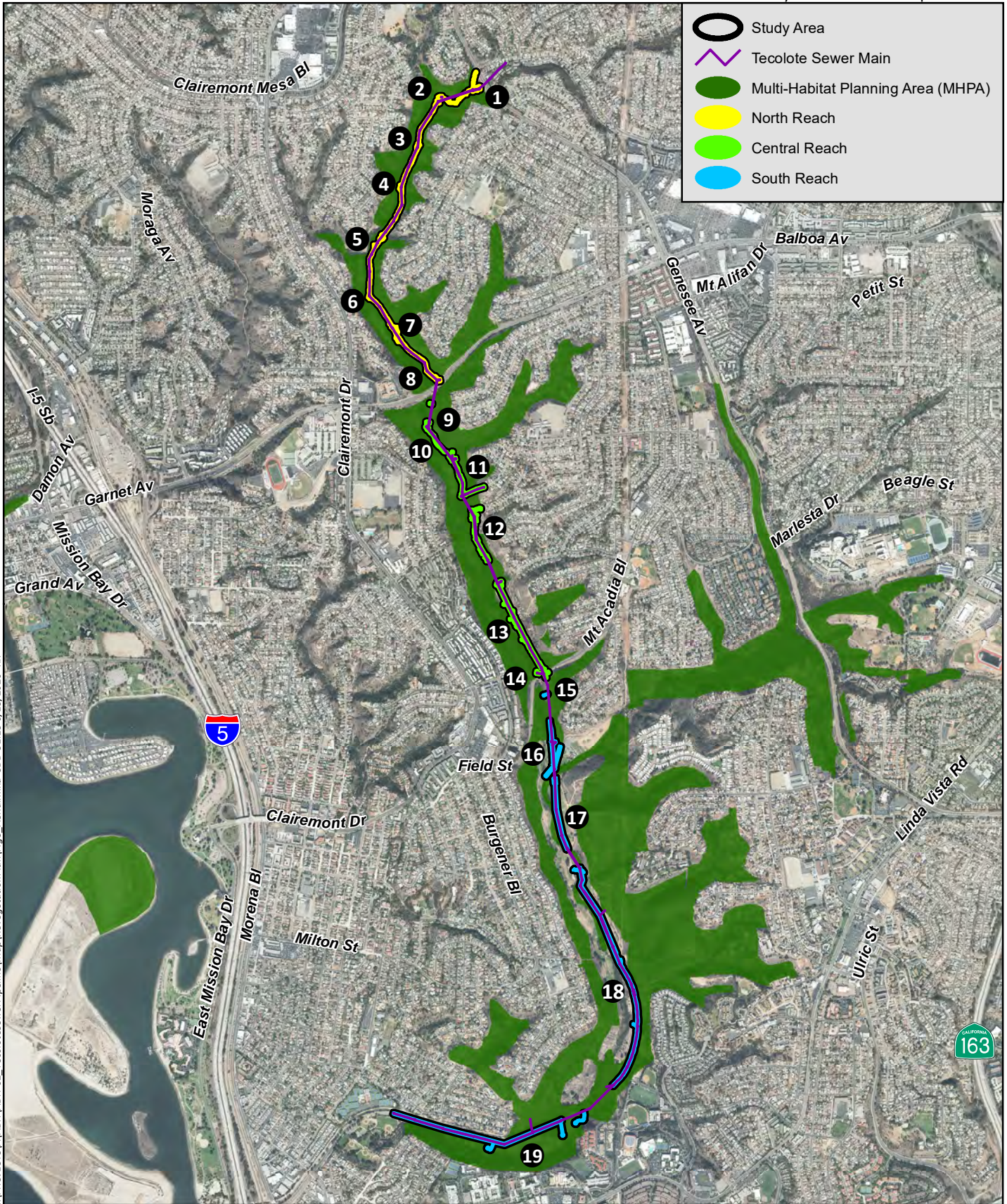
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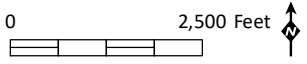
# Project Vicinity Map (USGS Topography)

Figure 2

-  Study Area
-  Tecolote Sewer Main
-  Multi-Habitat Planning Area (MHPA)
-  North Reach
-  Central Reach
-  South Reach



I:\PROJECTS\1\ADH\ADH-02\_TecoloteSewerPipeline\Map (Revegetation Plan)\Fig3\_Aerial.mxd SDD-31.13 6/15/2020 -RK



# Project Vicinity Map (Aerial Photograph)

Figure 3

- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Coastal Sage Scrub
- Revegetation Areas**
- Erosion Control Areas



I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipelineMap\RevegetationPlan\Fig4\_RestorPlan.mxd ADH-02\_06/19/2019 - EV

Source: Base Map Layers (SanGIS, 2014)

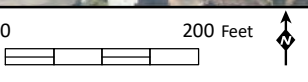


# Restoration/Revegetation Plan

Figure 4-1  
373 | Page



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Source: Base Map Layers (SanGIS, 2014)

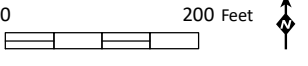
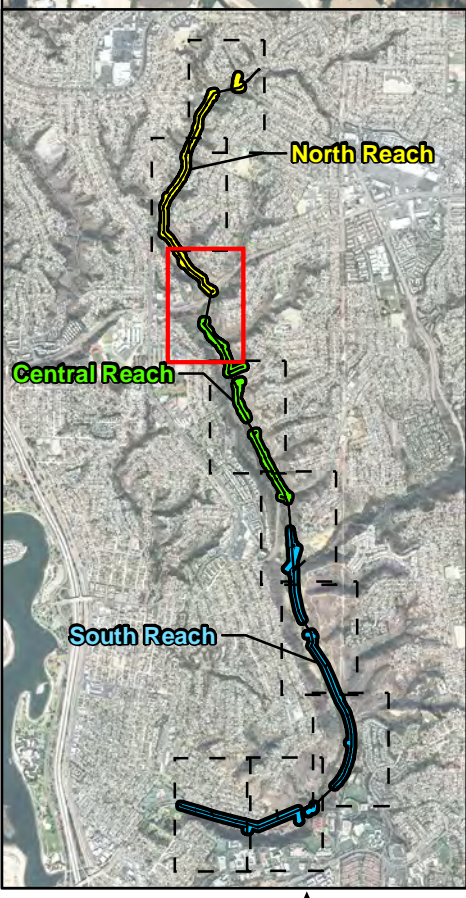


# Restoration/Revegetation Plan

Figure 4-2  
374 | Page



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Oak Woodland
- Native Grassland
- Maritime Succulent Scrub
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas




Source: Base Map Layers (SanGIS, 2014)



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Oak Woodland
- Maritime Succulent Scrub
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas

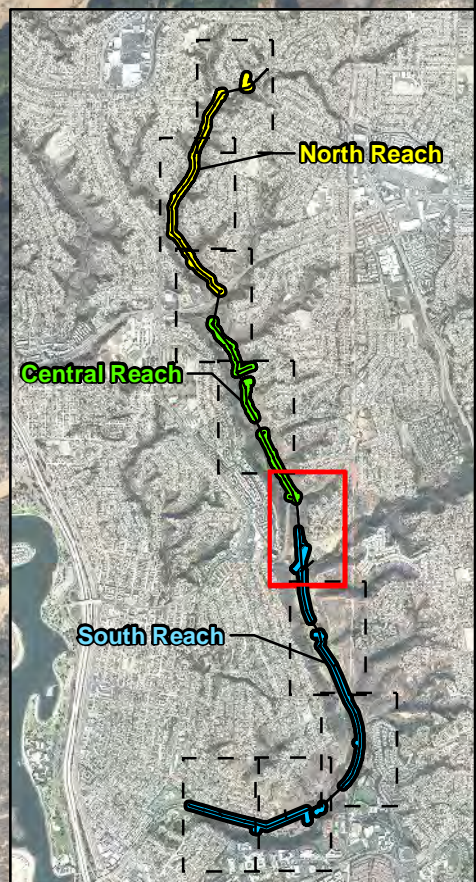
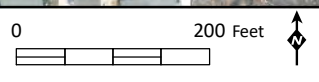
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Source: Base Map Layers (SanGIS, 2014)

-  Existing Access Path
- Restoration Areas**
-  Riparian Forest
-  Coastal Sage Scrub
- Revegetation Areas**
-  Erosion Control Areas



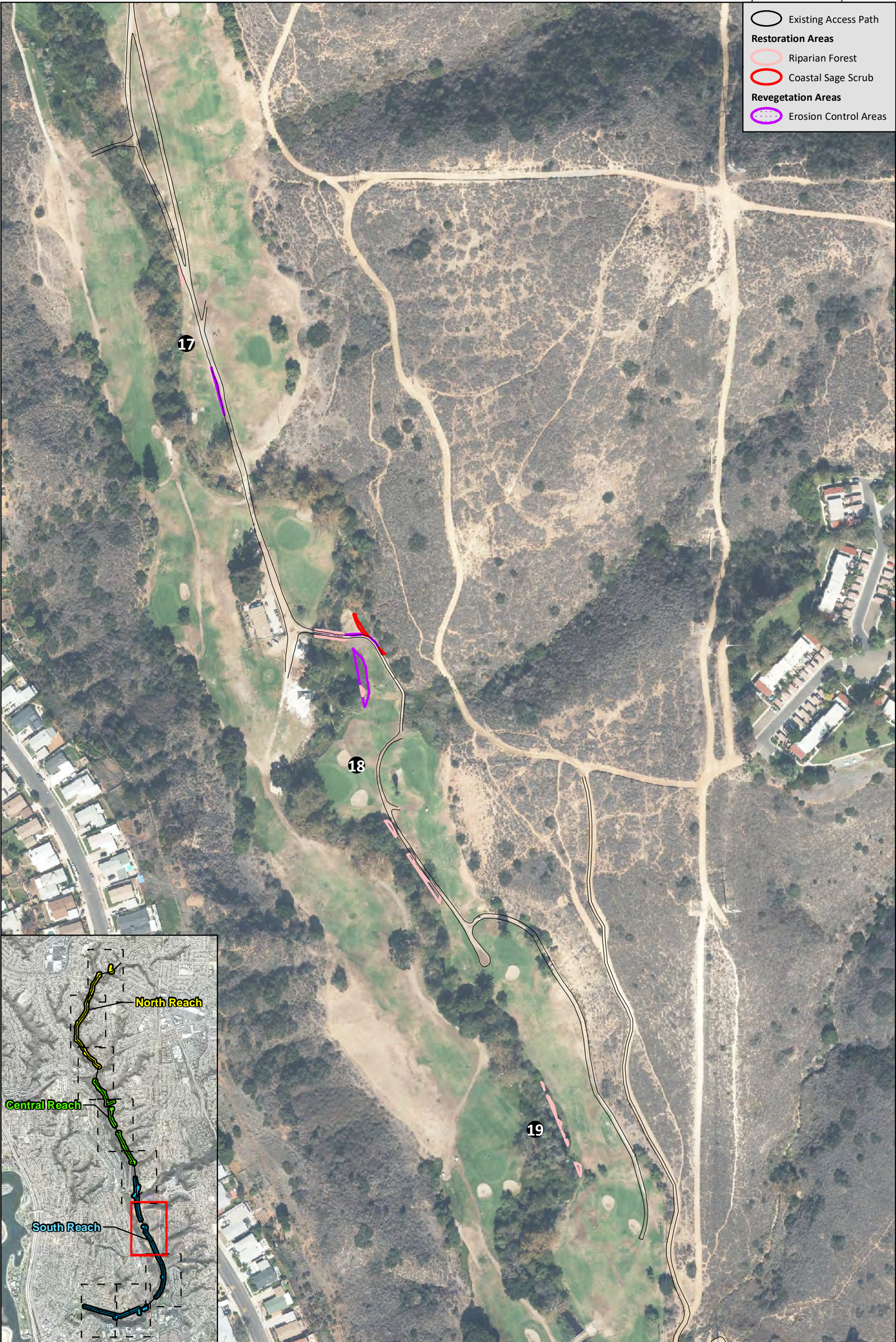
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Source: Base Map Layers (SanGIS, 2014)



## Restoration/Revegetation Plan



Existing Access Path

**Restoration Areas**

- Riparian Forest
- Coastal Sage Scrub

**Revegetation Areas**

- Erosion Control Areas

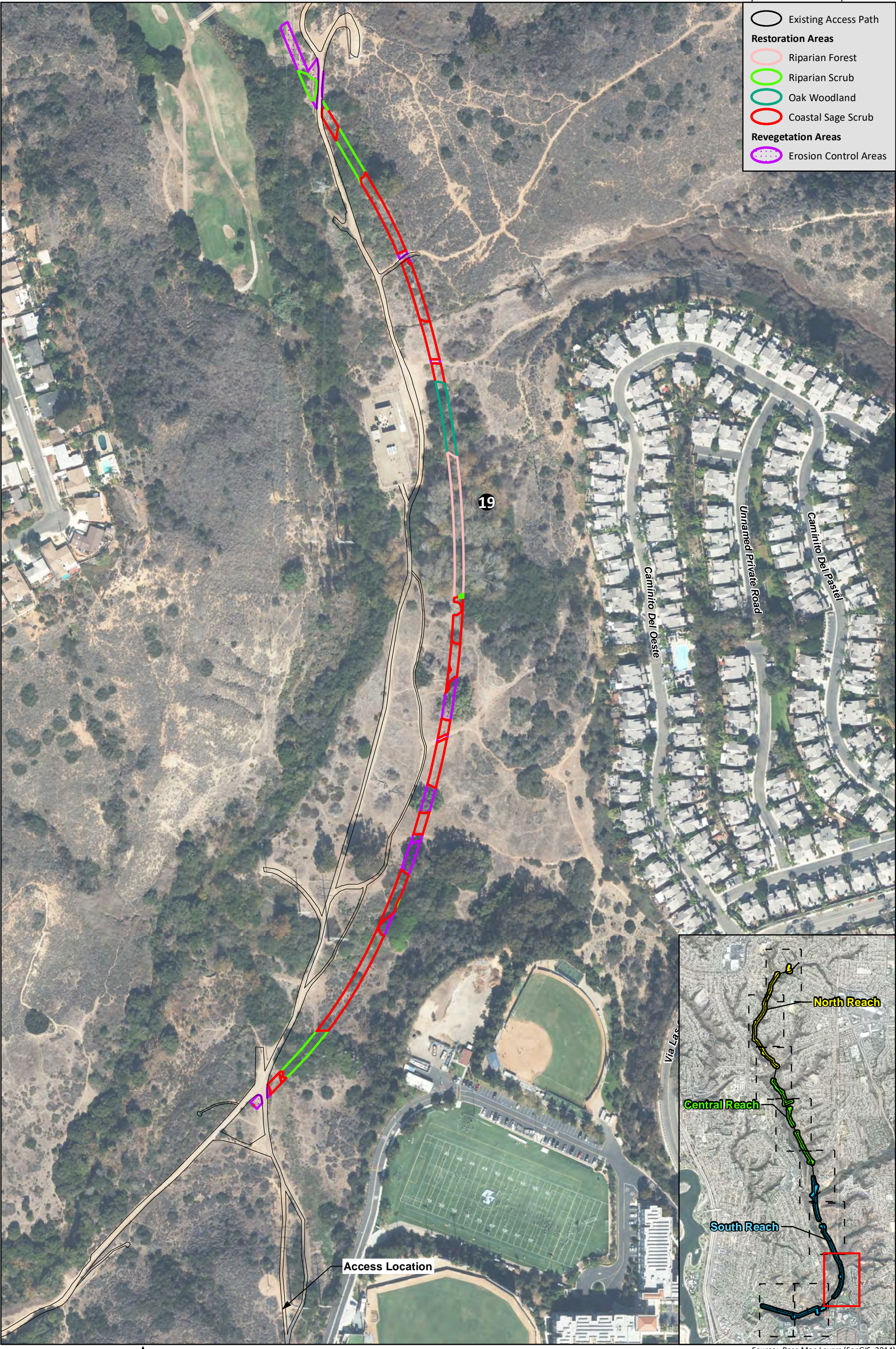
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Source: Base Map Layers (SanGIS, 2014)



# Restoration/Revegetation Plan





- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Oak Woodland
- Coastal Sage Scrub
- Revegetation Areas**
- Erosion Control Areas

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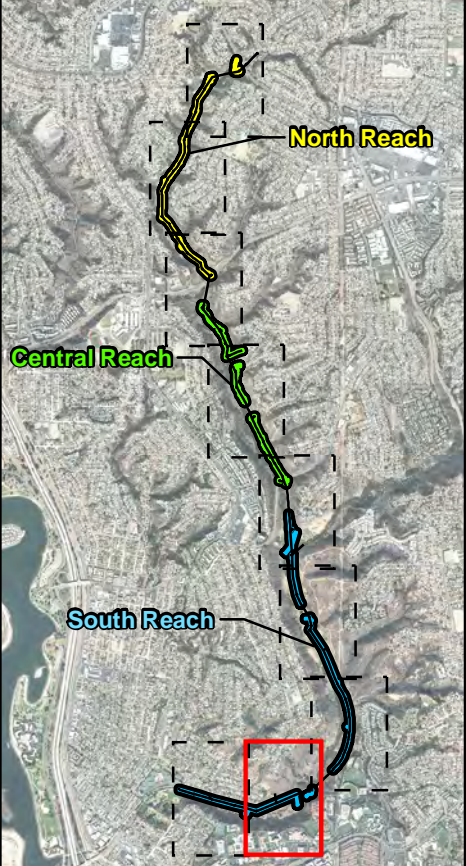
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## Restoration/Revegetation Plan



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas



Source: Base Map Layers (SanGIS, 2014)

I:\PROJECTS\A\ADH\ADH-02\_TecoloteSewerPipeline\Map\RevegetationPlan\Fig4\_ RestorationPlan.mxd ADH-02\_06192019 - EV

0 200 Feet



# Restoration/Revegetation Plan



- Existing Access Path
- Restoration Areas**
- Riparian Forest
- Riparian Scrub
- Oak Woodland
- Coastal Sage Scrub
- Chaparral
- Revegetation Areas**
- Erosion Control Areas

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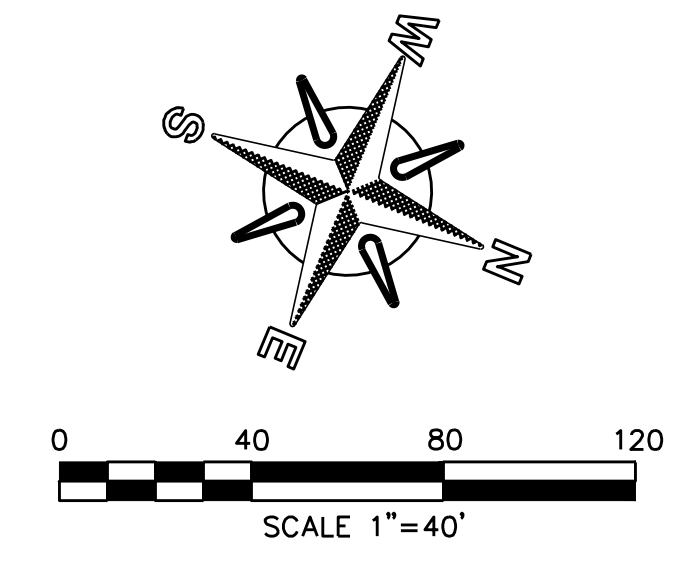
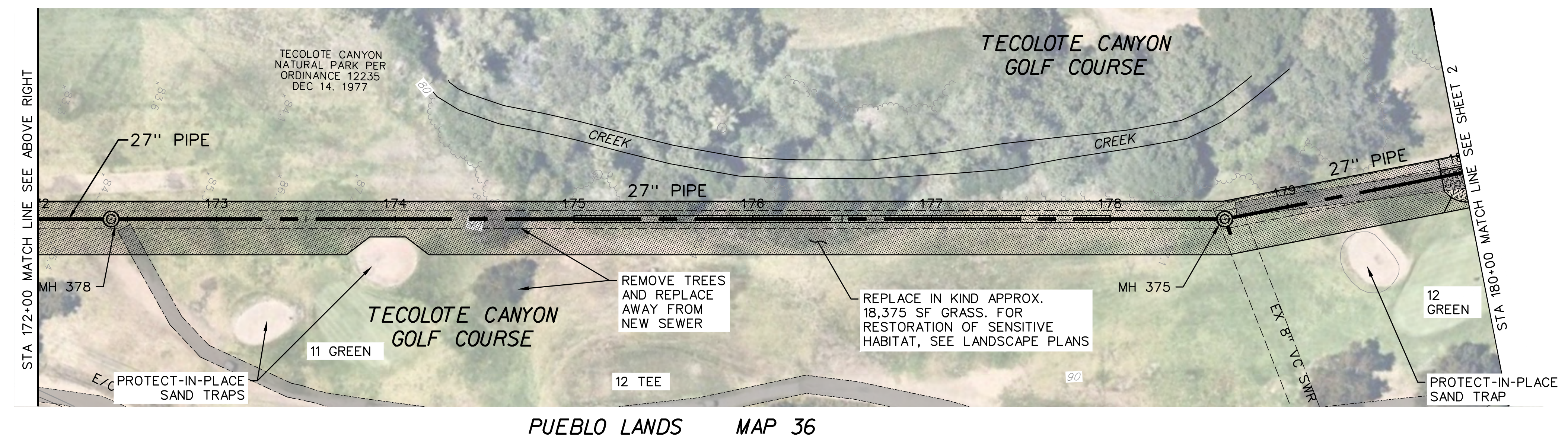
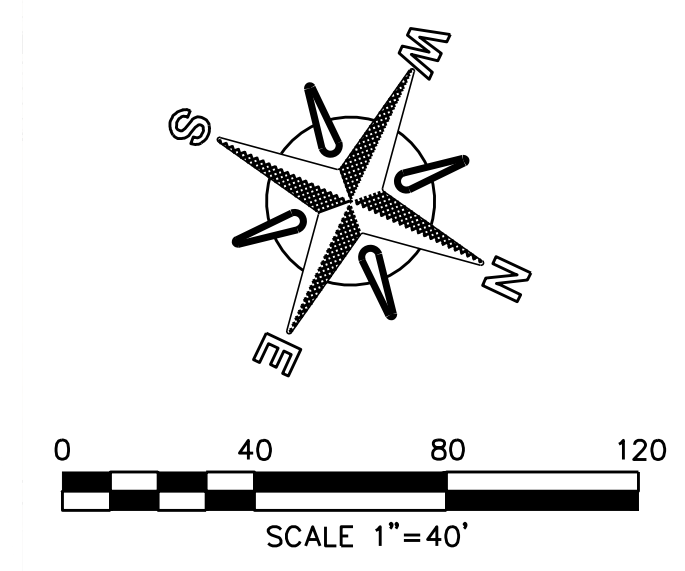
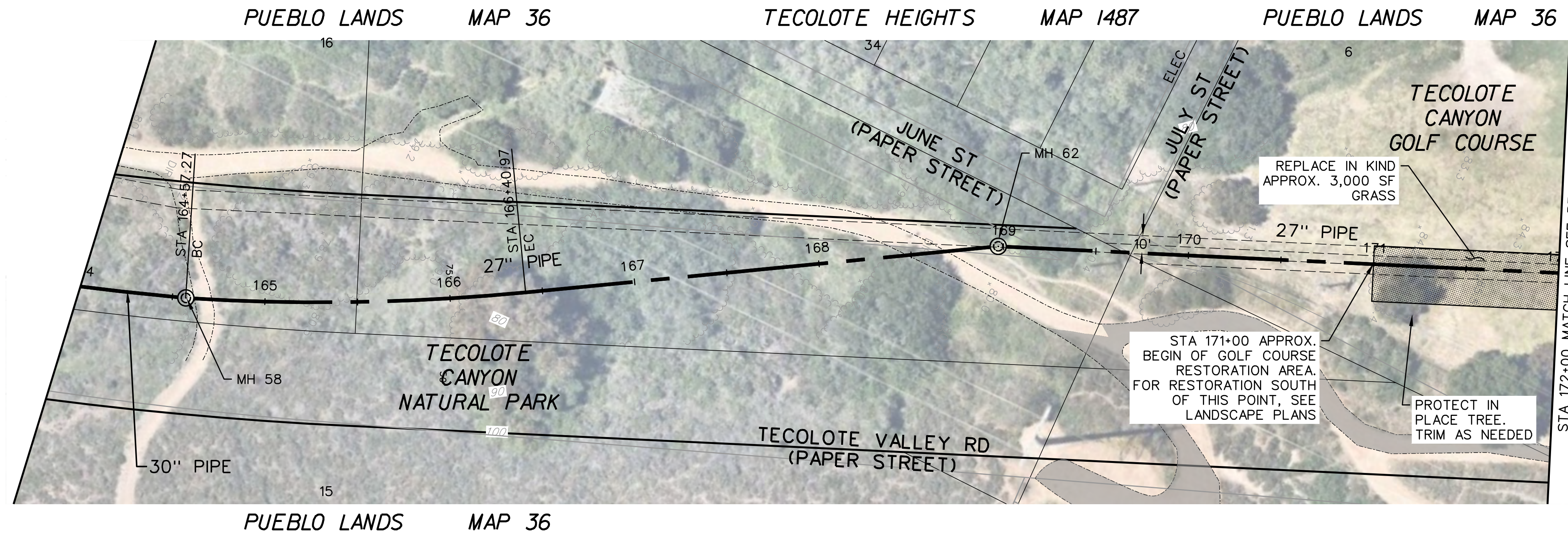
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## Restoration/Revegetation Plan

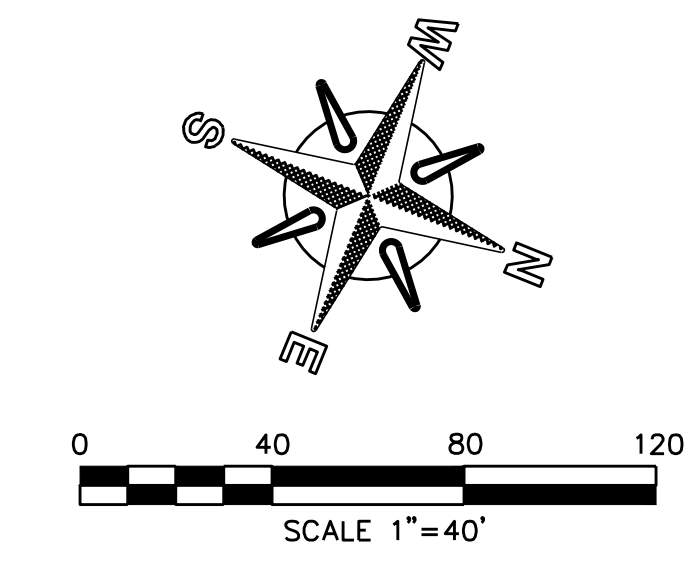
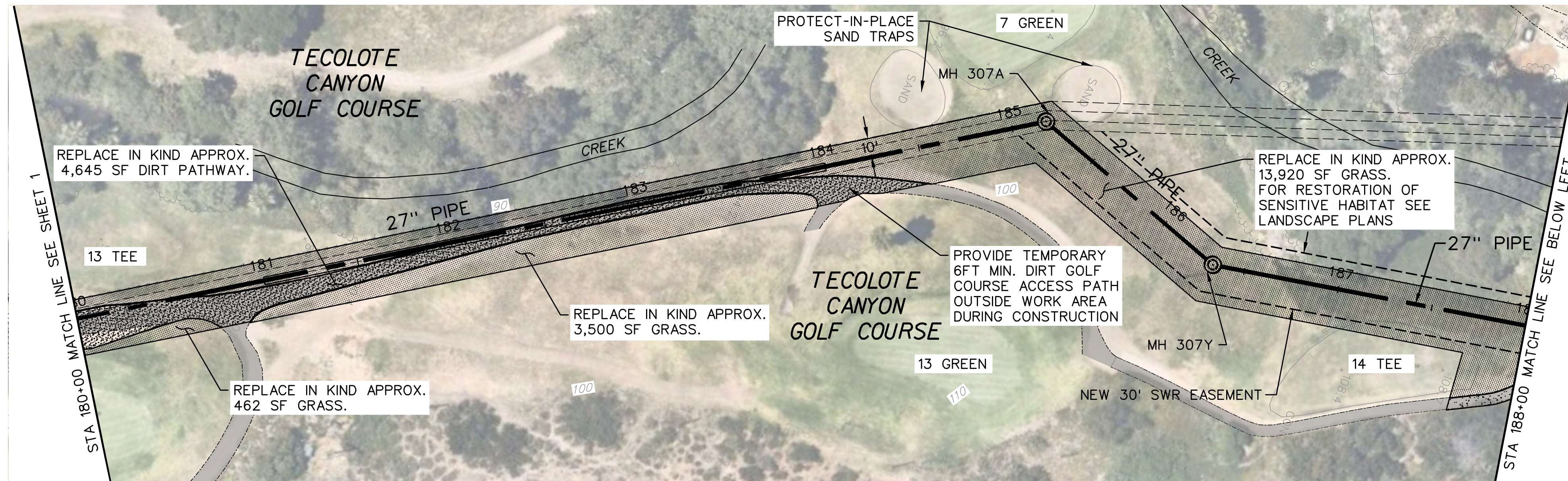
## **APPENDIX Q**

### **TECOLOTE GOLF COURSE RESTORATION EXHIBITS**

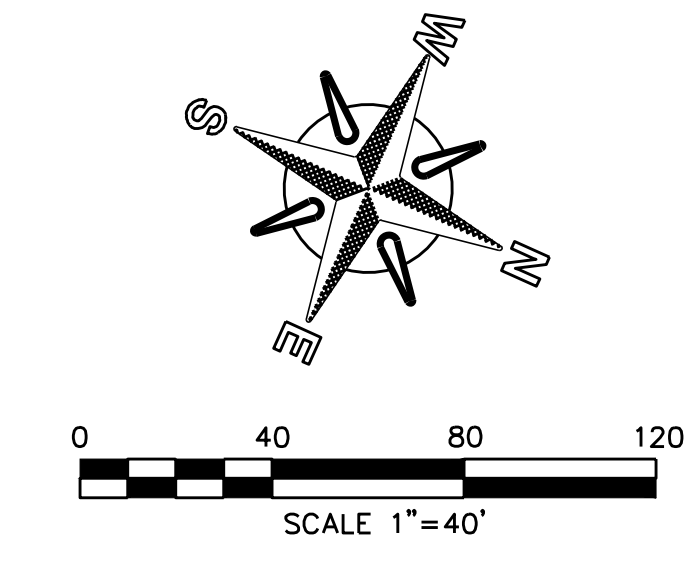
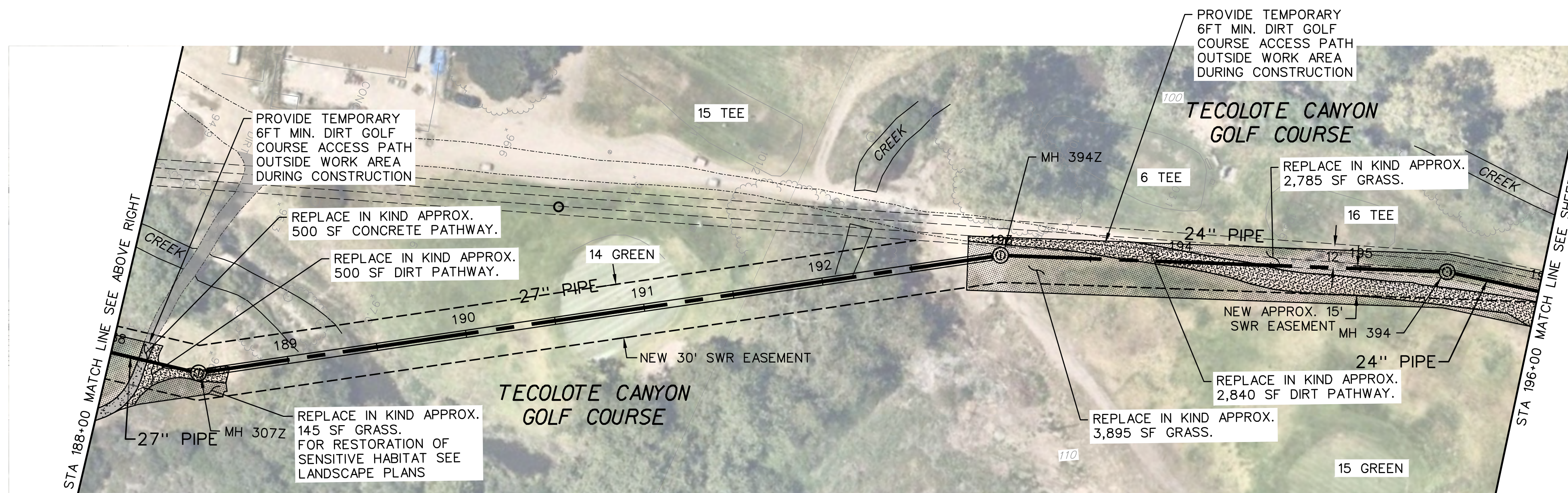


CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS
<b>PSOMAS</b>	TECOLOTE GOLF COURSE RESTORATION
401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 1 OF 3 SHEETS

TECOLOTE CANYON GOLF COURSE

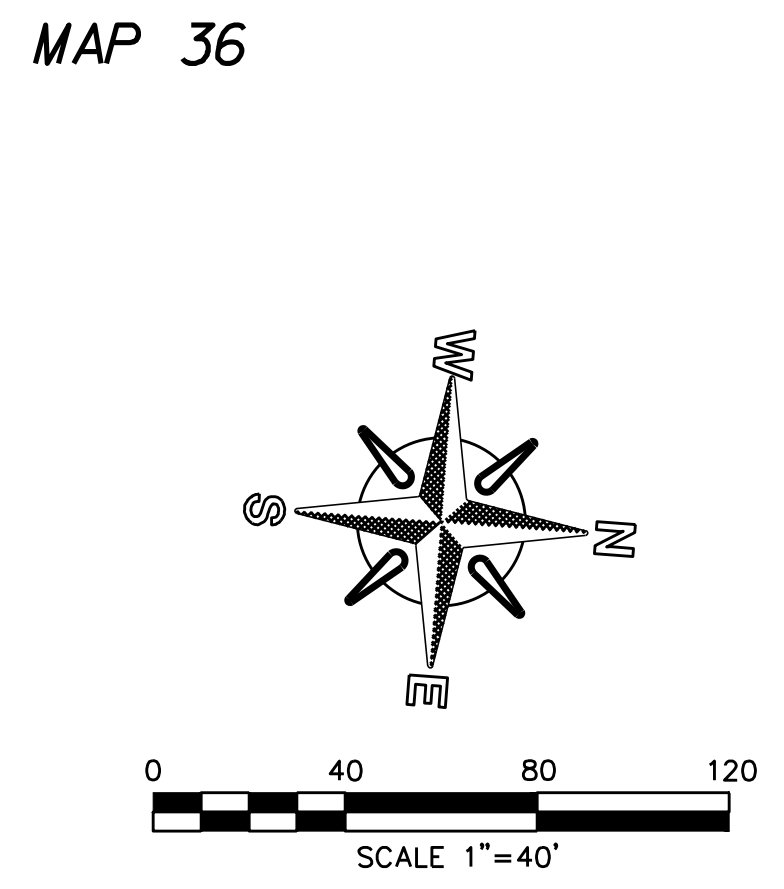
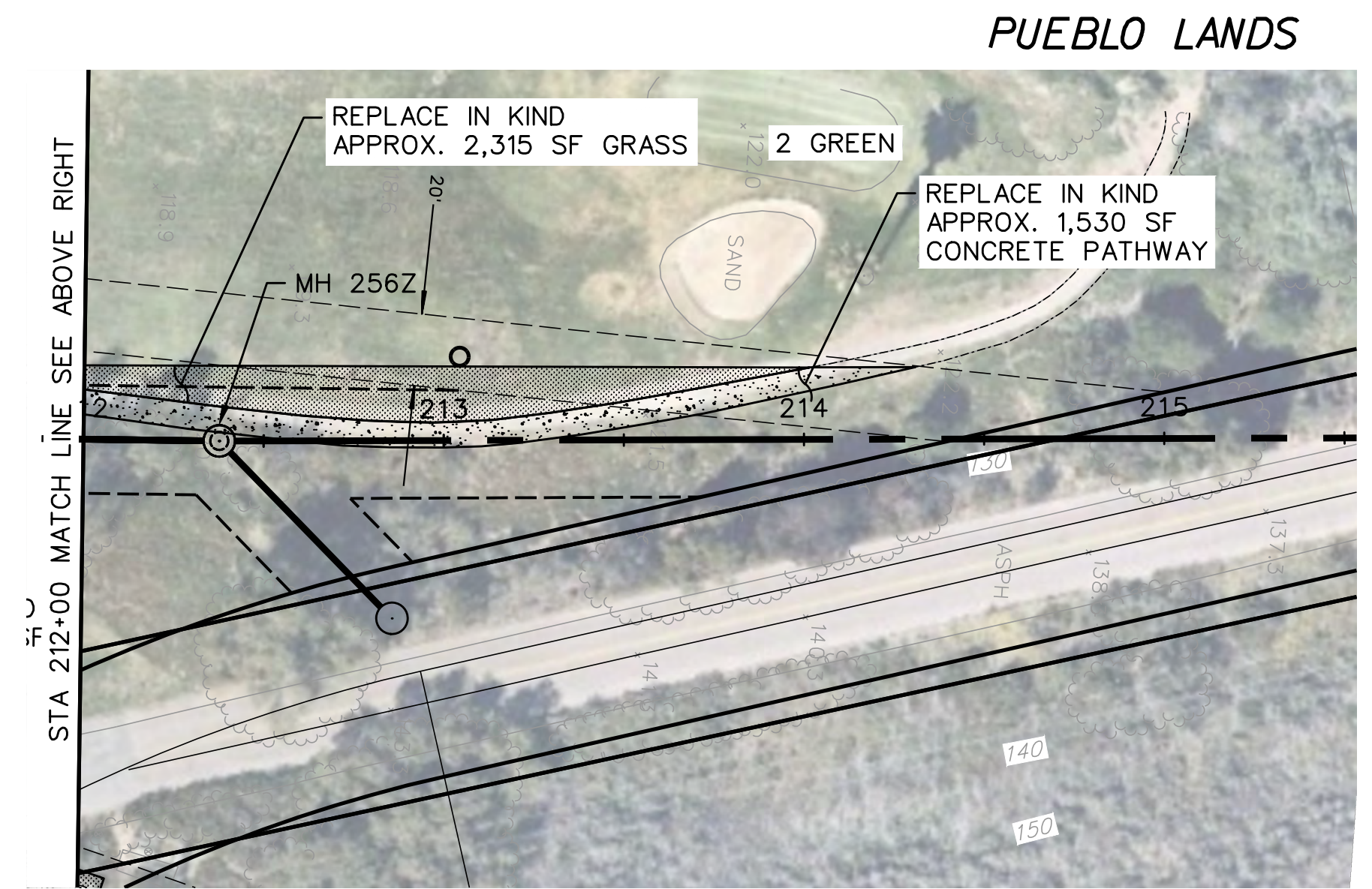
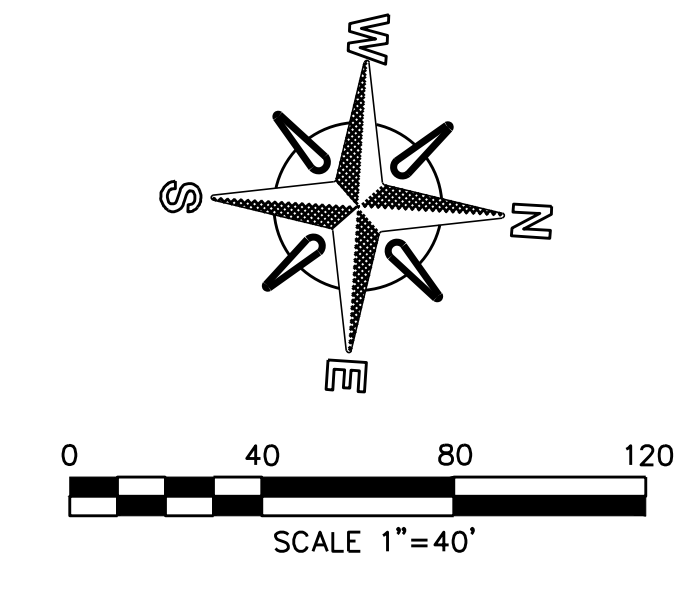
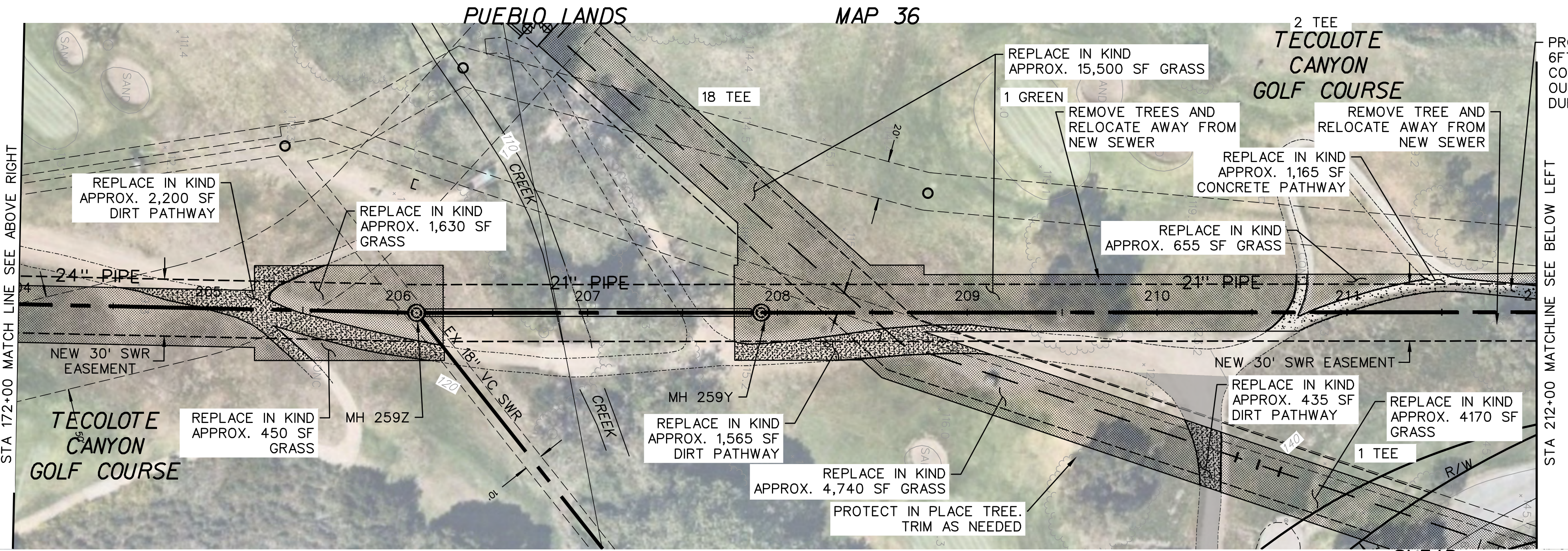
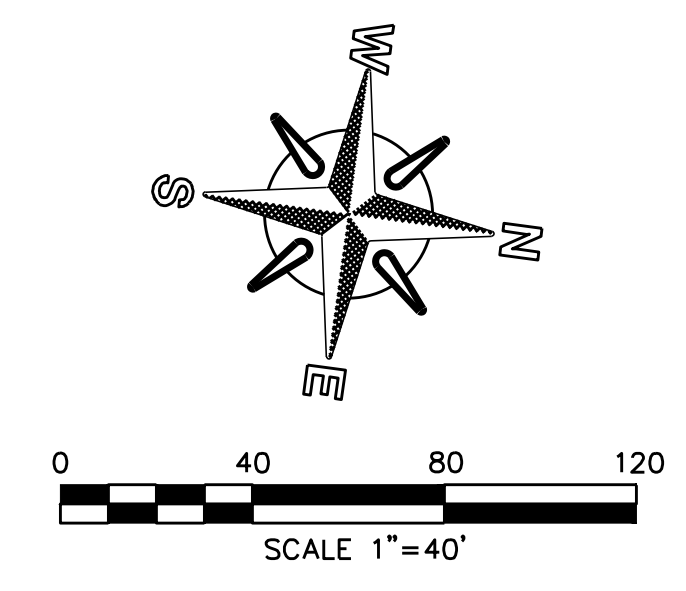
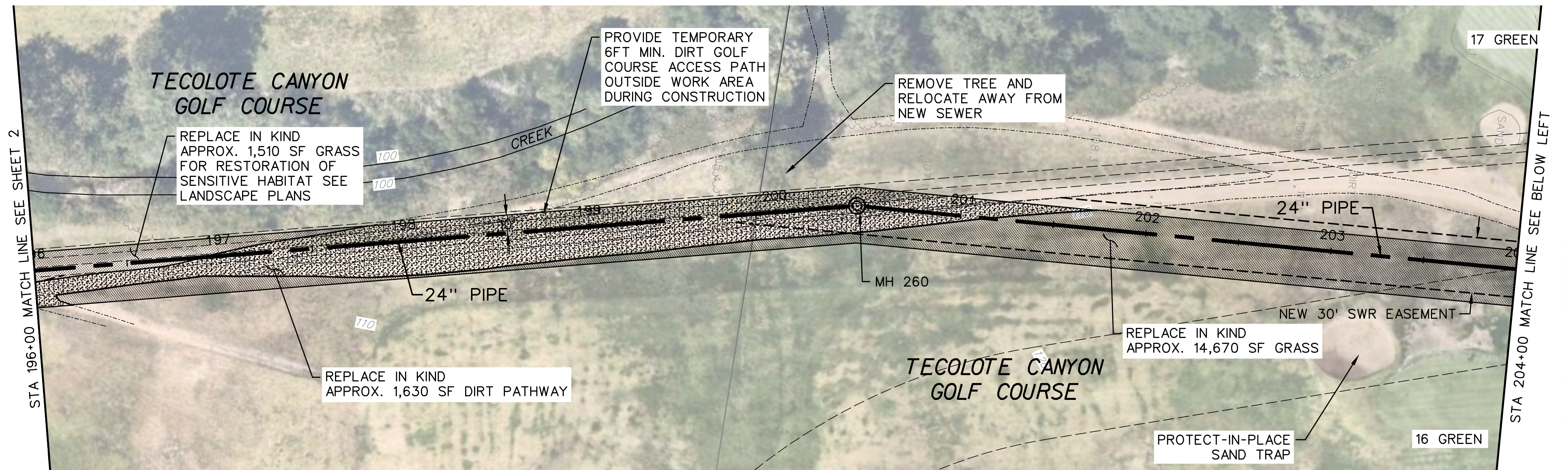


PUEBLO LANDS MAP 36



PUEBLO LANDS MAP 36

CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS
<p><b>PSOMAS</b></p> <p>401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com</p>	TECOLOTE GOLF COURSE RESTORATION
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 2 OF 3 SHEETS	



CONSULTANT	TECOLOTE CANYON TRUNK SEWER IMPROVEMENTS
<b>PSOMAS</b>	TECOLOTE GOLF COURSE RESTORATION
401 B Street, Suite 1600 San Diego, CA 92101 (619) 961-2800 (619) 961-2392 fax www.psomas.com	CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 3 OF 3 SHEETS

## **APPENDIX R**

### **MANHOLE INSPECTION REPORT**

**Please refer to link below:**

[https://drive.google.com/file/d/1dLA\\_-txzaALamxVV5Y2ZDrggKMfTV4wf/view?usp=sharing](https://drive.google.com/file/d/1dLA_-txzaALamxVV5Y2ZDrggKMfTV4wf/view?usp=sharing)



## **APPENDIX S**

### **UNDERGROUND TUNNEL CLASSIFICATION**



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C061-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 3285' SE of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 38-inch diameter casing, approximately 440 feet in length, to be installed under creeks at Tecolote Canyon Golf Course approximately 3285 feet southeast of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 188+55 and 192+95, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C062-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 1810' SE of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 34-inch diameter casing, approximately 172 feet in length, to be installed under a creek at Tecolote Canyon Golf Course approximately 1810 feet southeast of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 206+14 and 207+86, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C063-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Mt. Acadia Blvd. at Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

\*\*\*POTENTIALLY GASSY\*\*\*

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 115 feet in length, to be installed under Mt. Acadia Blvd. at Snead Ave., between approximate stations 225+77 and 226+92, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C064-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 1842' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 466 feet in length, to be installed under a creek in Tecolote Canyon Natural Park approximately 1842 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 244+51 and 249+17, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C065-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 2750' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 415 feet in length, to be installed in Tecolote Canyon Natural Park approximately 2750 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 253+59 and 257+74, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C066-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 3151' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 438 feet in length, to be installed in Tecolote Canyon Natural Park approximately 3151 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 257+84 and 262+22, in the City of San Diego, California.

April 20, 2021

Date

Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C067-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 3938' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California

(LOCATION)

has been classified as

**\*\*\*POTENTIALLY GASSY\*\*\***

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 330 feet in length, to be installed in Tecolote Canyon Natural Park approximately 3938 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 265+96 and 269+26, in the City of San Diego, California.

April 20, 2021

Date

A handwritten signature in black ink, appearing to read "Matt Switzer".

Matt Switzer,  
Acting District Manager





State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C068-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of 525 B Street, Suite 750  
San Diego, CA 92101  
(MAILING ADDRESS)

at Approx. 4277' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California  
(LOCATION)


has been classified as \*\*\*POTENTIALLY GASSY\*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 733 feet in length, to be installed under a creek in Tecolote Canyon Natural Park approximately 4277 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 269+36 and 276+69, in the City of San Diego, California.

April 20, 2021  
Date

  
Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C069-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of 525 B Street, Suite 750  
San Diego, CA 92101  
(MAILING ADDRESS)

at Approx. 5002' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California  
(LOCATION)


has been classified as \*\*\*POTENTIALLY GASSY\*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 92 feet in length, to be installed in Tecolote Canyon Natural Park approximately 5002 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 276+79 and 277+71, in the City of San Diego, California.

April 20, 2021  
Date

  
Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C070-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of 525 B Street, Suite 750  
San Diego, CA 92101  
(MAILING ADDRESS)

at Approx. 5077' NW of the intersection of Mt. Acadia Blvd. and Snead Ave.  
San Diego, California  
(LOCATION)


has been classified as \*\*\*POTENTIALLY GASSY\*\*\*  
(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 790 feet in length, to be installed in Tecolote Canyon Natural Park approximately 5077 feet northwest of the intersection of Mt. Acadia Blvd and Snead Ave, between approximate stations 277+80 and 285+70, in the City of San Diego, California.

April 20, 2021  
Date

  
Matt Switzer,  
Acting District Manager



State of California  
Department of Industrial Relations  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH  
MINING AND TUNNELING UNIT

Van Nuys Office R5D2

# Underground Classification

C071-073-21T

Tecolote Canyon Trunk Sewer Improvements  
City of San Diego

(NAME OF TUNNEL OR MINE AND COMPANY NAME)

of

525 B Street, Suite 750  
San Diego, CA 92101

(MAILING ADDRESS)

at

Approx. 300' SW of the intersection of Genesse Ave and Snead Ave  
San Diego, California

(LOCATION)

has been classified as

\*\*\*POTENTIALLY GASSY\*\*\*

(CLASSIFICATION)

as required by the California Labor Code Section 7955.

The Division shall be notified if sufficient quantities of flammable gas or vapors have been encountered underground. Classifications are based on the California Labor Code Part 9, Tunnel Safety Orders and Mine Safety Orders.

A 30-inch diameter casing, approximately 662 feet in length, to be installed under a creek in Tecolote Canyon Natural Park approximately 300 feet southwest of the intersection of Genesse ave and Snead Ave, between approximate stations 345+56 and 352+18, in the City of San Diego, California.

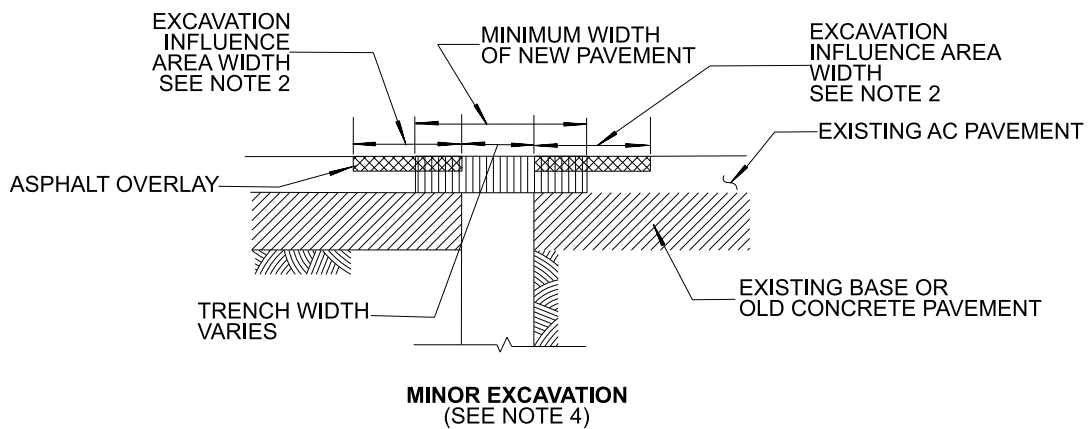
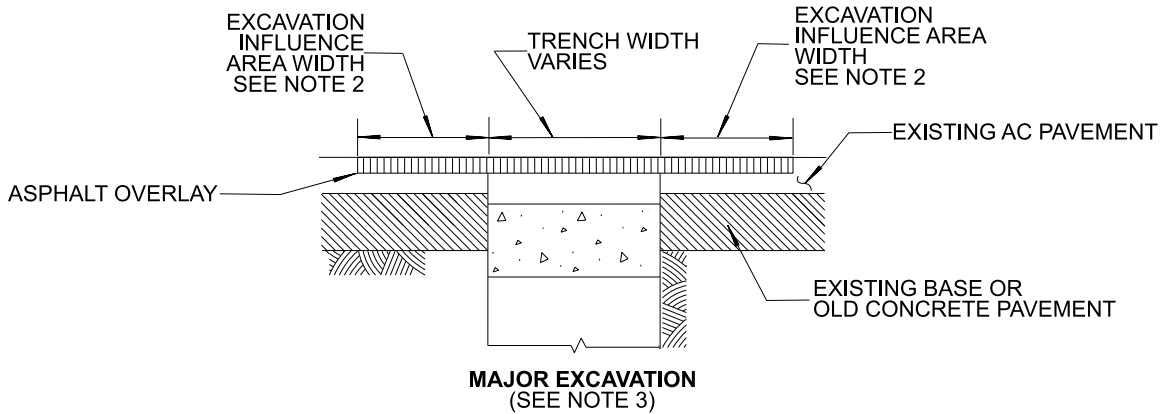
April 20, 2021

Date

Matt Switzer,  
Acting District Manager

**APPENDIX T**

**STANDARD DRAWINGS**



**NOTES:**

1. EXCAVATION INFLUENCE AREA MEANS THE AREA THAT IS IMPACTED BY THE EXCAVATION AS DETERMINED BY THE ENGINEER AND EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SET FORTH IN THE TABLE 62-12A IN SECTION 62.1209 OF SAN DIEGO MUNICIPAL CODE.
2. THE EXCAVATION INFLUENCE AREA EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SHOWN IN TABLE 1.

**TABLE 1. EXCAVATION INFLUENCE AREA WIDTH**

STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES
ARTERIAL STREETS	62 INCHES	51 INCHES
MAJOR STREETS	71 INCHES	55 INCHES
COLLECTOR STREETS	82 INCHES	43 INCHES
RESIDENTIAL STREETS	74 INCHES	46 INCHES

3. MAJOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH GREATER THAN 6 INCHES IN WIDTH OR GREATER THAN 3 FEET IN DEPTH.
4. MINOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH 6 INCHES OR LESS IN WIDTH AND 3 FEET OR LESS IN DEPTH.

SHEET 1 OF 2

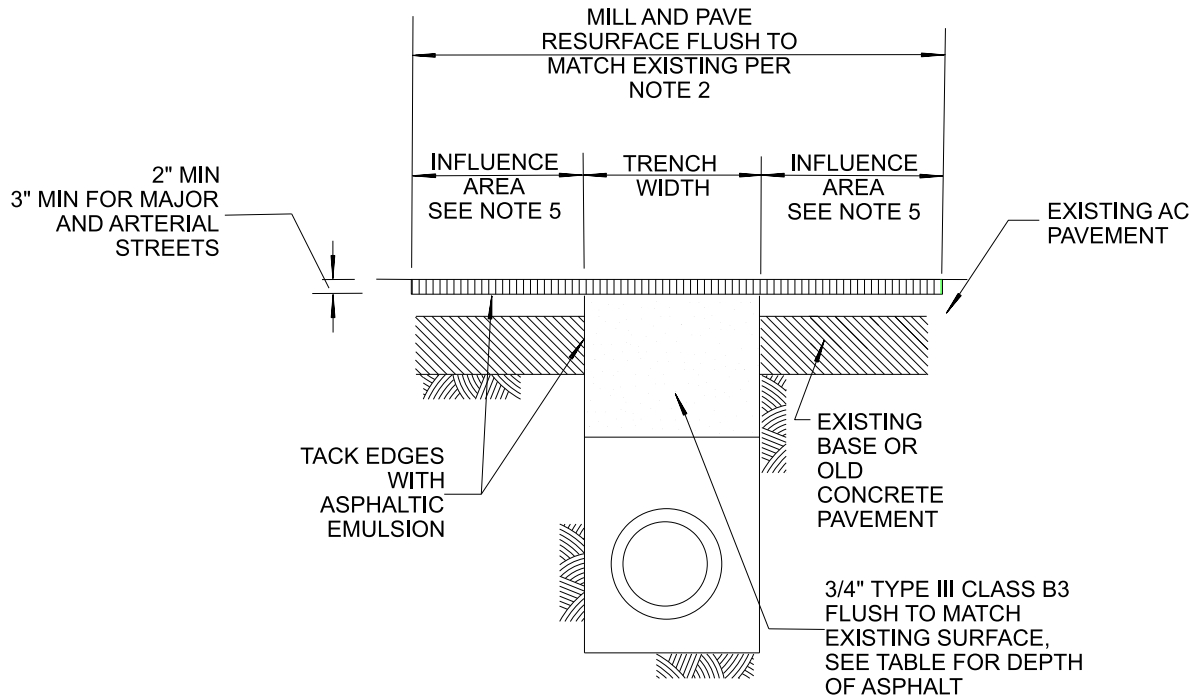
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		R. AMEN	09/23		
				<b>PAVEMENT RESTORATION GENERAL NOTES</b>	<b>DRAFT</b>
					COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER <b>SDG-105</b>

**NOTES (CONTINUED):**

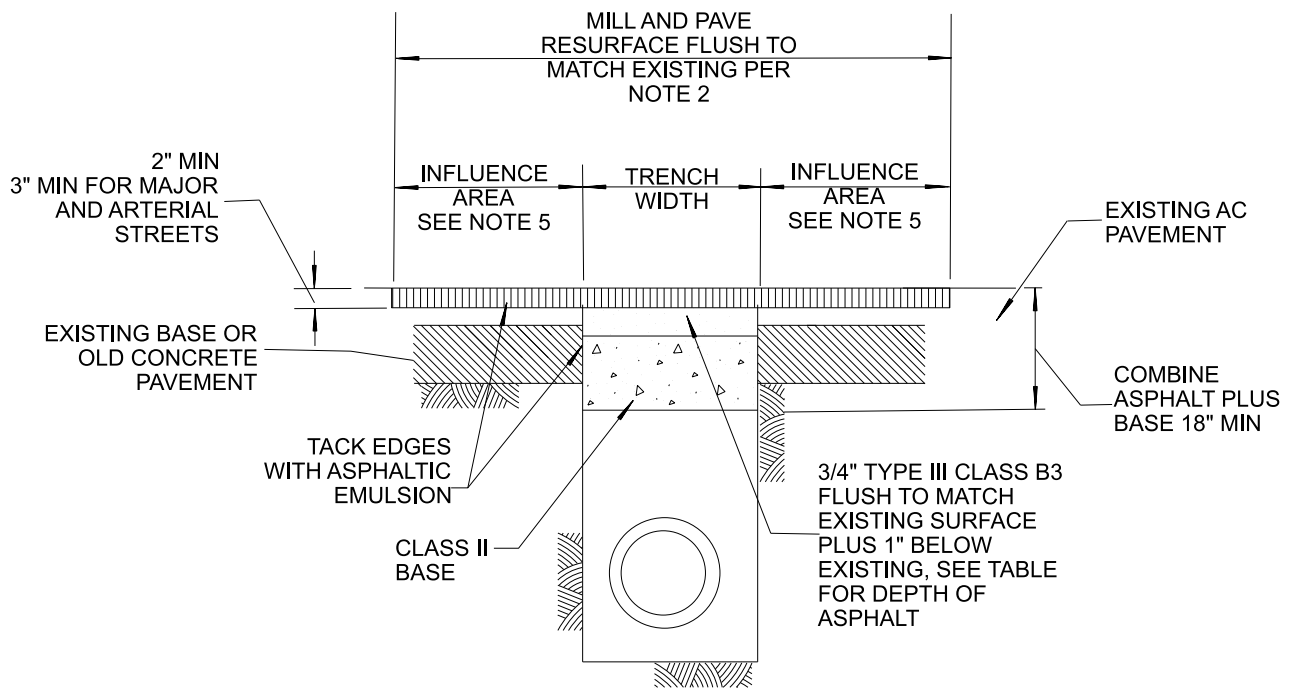
5. ADDITIONAL REPAIRS FOR MAJOR EXCAVATIONS AND MINOR EXCAVATIONS (FOR WET AND DRY UTILITIES): THE PURPOSE OF THE ADDITIONAL PAVEMENT REPAIRS, INCLUDING BUT NOT LIMITED TO BASE AND SUB-BASE REPAIRS, DIG-OUTS, INLAYS, IS TO RESTORE THE SURFACE PAVEMENT TO ITS ORIGINAL CONDITION AND TO ENSURE PUBLIC SAFETY.
6. REPAIRS TO THE EXISTING PAVEMENT WITH OBSERVABLE FAILURES WITHIN THE EXCAVATION INFLUENCE AREA PER TABLE 1 SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER. THE EXCAVATION INFLUENCE AREA IS MEASURED FROM THE OUTER EDGE OF THE TRENCH CUT EXCAVATION AND MUST BE RESURFACED REGARDLESS OF THE EXISTENCE OF OBSERVABLE FAILURE.
7. FOR ALTERNATIVE COMPLIANCE, PAVEMENT RESTORATION (MILL AND PAVE) MAY EXTEND TO THE FULL WIDTH OF OF THE IMPACTED TRAVEL LANE(S) WHERE THE STREET DAMAGE FEE WILL BE WAIVED. FOR UNMARKED TRAVEL LANES, THE CENTERLINE OF THE STREET OR INTERSECTION WILL BE CONSIDERED AS A REFERENCE FOR THE EXTENT OF THE LANE WIDTH TO CURB LINE OR POINT OF CURB RETURN (PCR).

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		R. AMEN	09/23		<b>DRAFT</b>
				<b>PAVEMENT RESTORATION GENERAL NOTES</b>	COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER <b>SDG-105</b>



**TYPE 1**



**TYPE 2**

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE
ORIGINAL		J.P. CASEY	12489
UPDATED	KA	J. NAGELVOORT	4/13
UPDATED	BB	J. NAGELVOORT	1/14
UPDATED	LS	J. NAGELVOORT	02/16
UPDATED	JN	J. NAGELVOORT	11/17
REDRAFTED	CD	J. NAGELVOORT	09/18
UPDATED	ED	R. AMEN	09/23

CITY OF SAN DIEGO – STANDARD DRAWING

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**PAVEMENT RESTORATION FOR  
ASPHALT CONCRETE SURFACED STREETS -  
MAJOR EXCAVATION**

RECOMMENDED BY THE CITY  
OF SAN DIEGO STANDARDS COMMITTEE

**DRAFT**

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COORDINATOR R.C.E. 81047 DATE

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DRAWING NUMBER **SDG-107**



**TABLE 1**

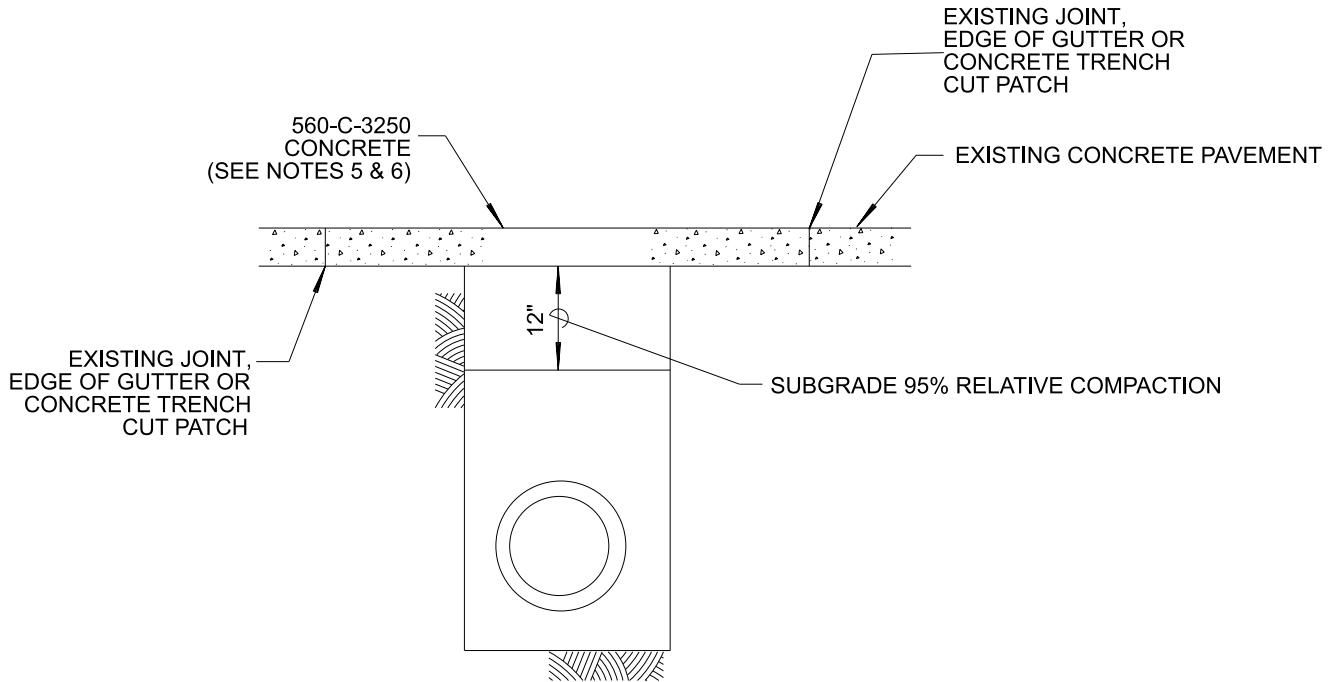
	TYPE 1	TYPE 2
	ASPHALT	ASPHALT PLUS BASE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9".
MAJOR	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.

**NOTES:**

1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
2. IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE, ASPHALT TRENCH CAPS SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 CALENDAR DAYS AFTER INITIAL ASPHALT PLACEMENT.
3. IF THE STREET IS NOT SUBJECT TO CURB TO CURB ASPHALT OVERLAY, IT MUST COMPLETE FINAL STREET RESTORATION WITHIN 180 CALENDAR DAYS OF THE TRENCH CAP.
4. WHEN DIRECTED BY CITY ENGINEER OR SHOWN ON THE PLANS, CONCRETE PER SDG-108 (NOTE #5) MAY BE PLACED; A 1/8" - 1/4" WEARING SURFACING OF TYPE III CLASS F ASPHALT CONCRETE WILL BE REQUIRED.
5. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.
6. EXCAVATOR SHALL ASPHALT OVERLAY IN MORATORIUM STREETS UNDER MORATORIUM DUE TO NEW CONSTRUCTION, RECONSTRUCTION, OR ASPHALT OVERLAY WITHIN 180 WORKING DAYS AFTER THE ENGINEER APPROVES THE TRENCH REPAIR.

SHEET 2 OF 2

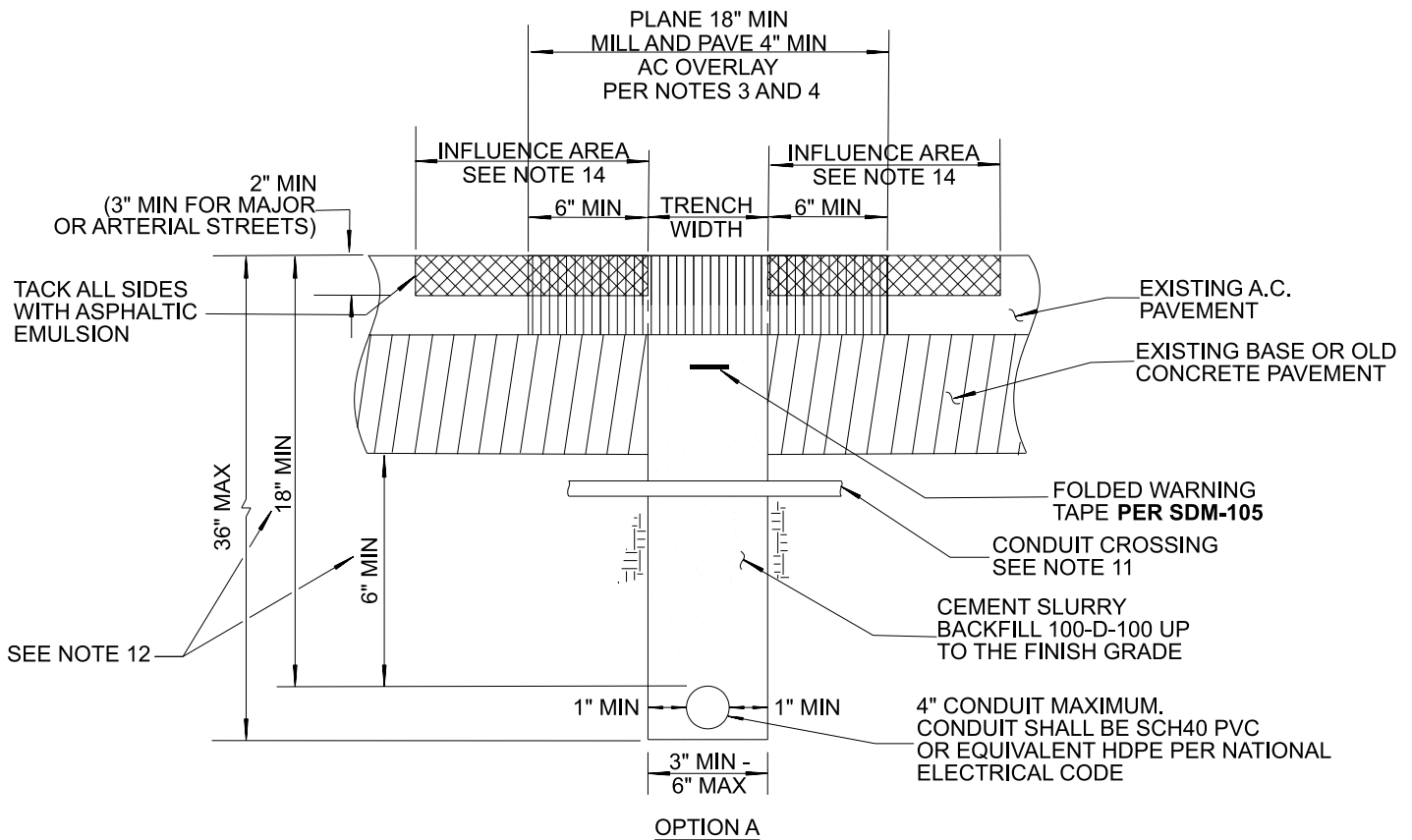
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		J.P. CASEY	12489		
UPDATED	KA	J. NAGELVOORT	4/13	<p align="center"><b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MAJOR EXCAVATION</b></p>	<p align="center"><b>DRAFT</b></p> <hr/> COORDINATOR R.C.E. 81047 DATE
UPDATED	BB	J. NAGELVOORT	1/14		
UPDATED	LS	J. NAGELVOORT	02/16		
UPDATED	JN	J. NAGELVOORT	11/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	ED	R. AMEN	10/23		
					DRAWING NUMBER



**NOTES:**

1. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION) OR TO THE EDGE OF THE GUTTER. IF NO GUTTER IS PRESENT, EXTEND THE RESTORATION TO THE NEAREST CURB.
  - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES THAT ARE 4'-0" OR LESS FROM THE EDGE OF THE EXCAVATION, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE REMOVING THE EXISTING TRENCH CUT PATCHES AND REPLACING IT WITHIN THE NEW PCC CONSTRUCTION FOR THE NEW PANEL.
  - B. IF TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINTS CAN BE INSTALLED TO THE EXTENTS OF THE RIGHT-OF-WAY.
2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
4. ANY STREET TRENCH 7'-0" IN WIDTH OR GREATER AND LONGER THAN 100'-0" IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION **PER SCHEDULE "J" (SDG-113)**. STREET TRENCH SECTIONS 7'-0" IN WIDTH OR GREATER BUT LESS THAN 100'-0" IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.
5. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (W/O CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (W/CC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
6. IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.
7. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF THE TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		J.CASEY	01/89		<b>PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MAJOR EXCAVATION</b>	<b>DRAFT</b>
UPDATED	KA	J. NAGELVOORT	01/12	COORDINATOR		R.C.E. 81047
UPDATED	BB	J. NAGELVOORT	01/14	DATE		
UPDATED	BB	J. NAGELVOORT	03/15	DRAWING		
REDRAFTED	CD	J. NAGELVOORT	09/18	NUMBER		<b>SDG-108</b>
UPDATED	FM	R. AMEN	09/23			



**NOTES (OPTION A):**

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
  - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
  - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
  - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 6

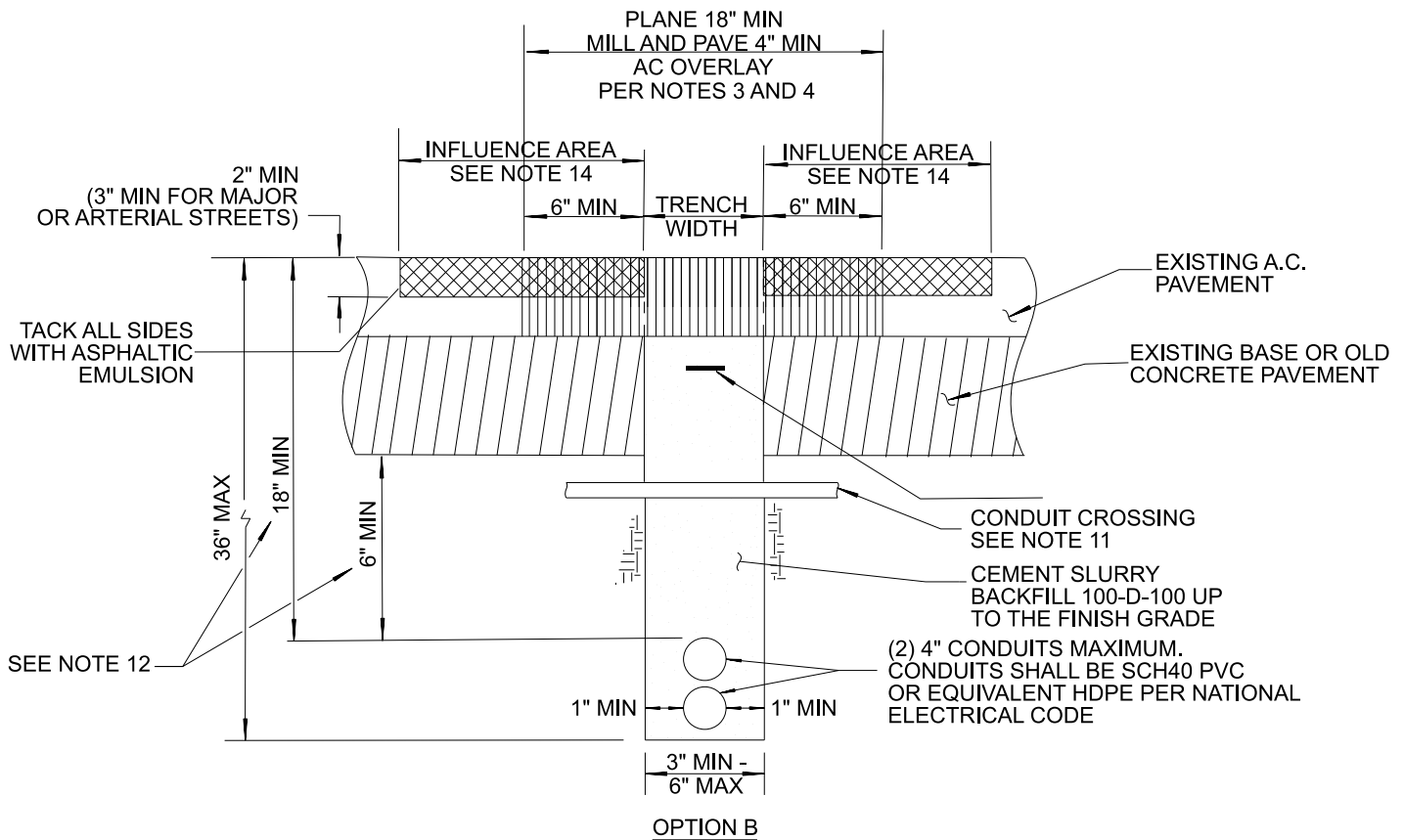
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING		RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE		
ORIGINAL		BAHMANIAN	04/86	<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION</b> <b>OPTION A - ONE CONDUIT</b>		<b>DRAFT</b>		
UPDATED	AA	J. NAGELVOORT	02/16			COORDINATOR	R.C.E. 81047	DATE
UPDATED	LS	M. GIBSON	05/17			<b>SDG-117A</b>		
REDRAFTED	CD	J. NAGELVOORT	09/18					
UPDATED	LS	J. NAGELVOORT	04/21					
UPDATED	RC	R. AMEN	10/23					

**NOTES (CONTINUED FOR OPTION A):**

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 2 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b>
ORIGINAL		BAHMANIAN	0486		
UPDATED	AA	J. NAGELVOORT	02/16		DRAWING
UPDATED	LS	M. GIBSON	05/17		NUMBER
REDRAFTED	CD	J. NAGELVOORT	09/18		<b>SDG-117A</b>
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		



**NOTES (OPTION B):**

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
  - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
  - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
  - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 4

SHEET 3 OF 6

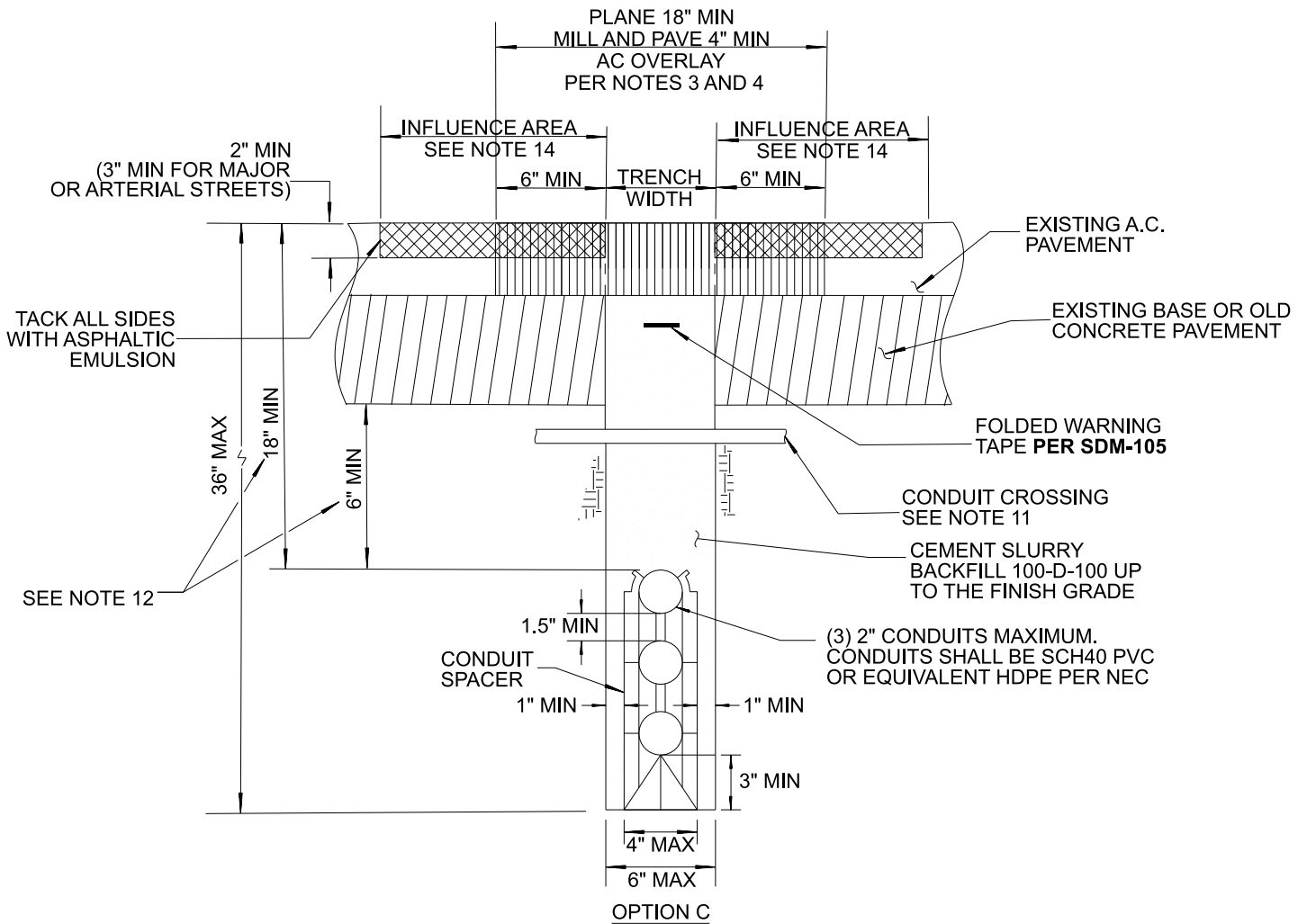
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/86			<b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS</b>
UPDATED	AA	J. NAGELVOORT	02/16	COORDINATOR	R.C.E. 81047	
UPDATED	LS	M. GIBSON	05/17	DATE		
REDRAFTED	CD	J. NAGELVOORT	09/18	DRAWING	<b>SDG-117B</b>	
UPDATED	LS	J. NAGELVOORT	04/21	NUMBER		
UPDATED	RC	R. AMEN	10/23			

**NOTES (CONTINUED FOR OPTION B):**

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC PAVEMENT RESTORATION IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 4 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACE STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	0486		<b>DRAFT</b>
UPDATED	AA	J. NAGELVOORT	02/16		_____ COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	M. GIBSON	05/17		DRAWING NUMBER <b>SDG-117B</b>
REDRAFTED	CD	J. NAGELVOORT	0918		
UPDATED	LS	J. NAGELVOORT	0421		
UPDATED	RC	R. AMEN	1023		



**NOTES (OPTION C):**

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
  - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
  - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
  - D. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.

SEE ADDITIONAL NOTES ON SHEET 6

SHEET 5 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	04/86		
UPDATED	AA	J. NAGELVOORT	02/16		
UPDATED	LS	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		
				DRAWING NUMBER	<b>SDG-117C</b>

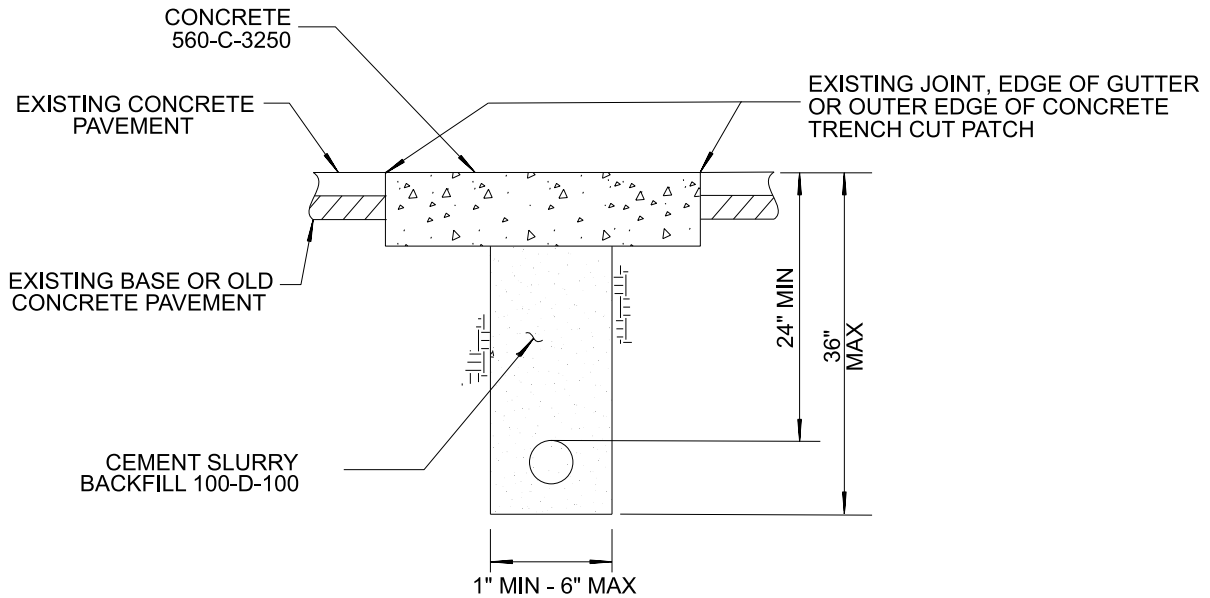
**NOTES (CONTINUED FOR OPTION C):**

3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS **SEE SDG-107** (NOTE #3) AND FOR CONCRETE SURFACED STREETS **SEE SDG-108**.
9. FOR PLACEMENT OF ADDITIONAL CONDUITS THAT EXCEED THE MAXIMUM ALLOWABLE TRENCH DIMENSIONS IN **SDG-117C** USE **SDG-119**.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18" MINIMUM FROM TOP OF PAVEMENT OR 6" MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CONDUIT DUCT SPACERS SHALL BE USED TO MAINTAIN A 3 INCH MINIMUM SEPARATION FROM THE BOTTOM OF THE TRENCH AND 1 INCH SEPARATIONS FROM THE SIDES OF THE TRENCH TO INSURE SLURRY ENCAPSULATION OF THE CONDUIT PACKAGE.
14. SPACERS SHALL BE PLACED EVERY 6 FEET ON CENTER ALONG THE ALIGNMENT OF THE CONDUIT.
15. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
16. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
  - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 6 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	0486		<b>DRAFT</b>
UPDATED	AA	J. NAGELVOORT	02/16		COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	M. GIBSON	05/17		<b>SDG-117C</b>
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		

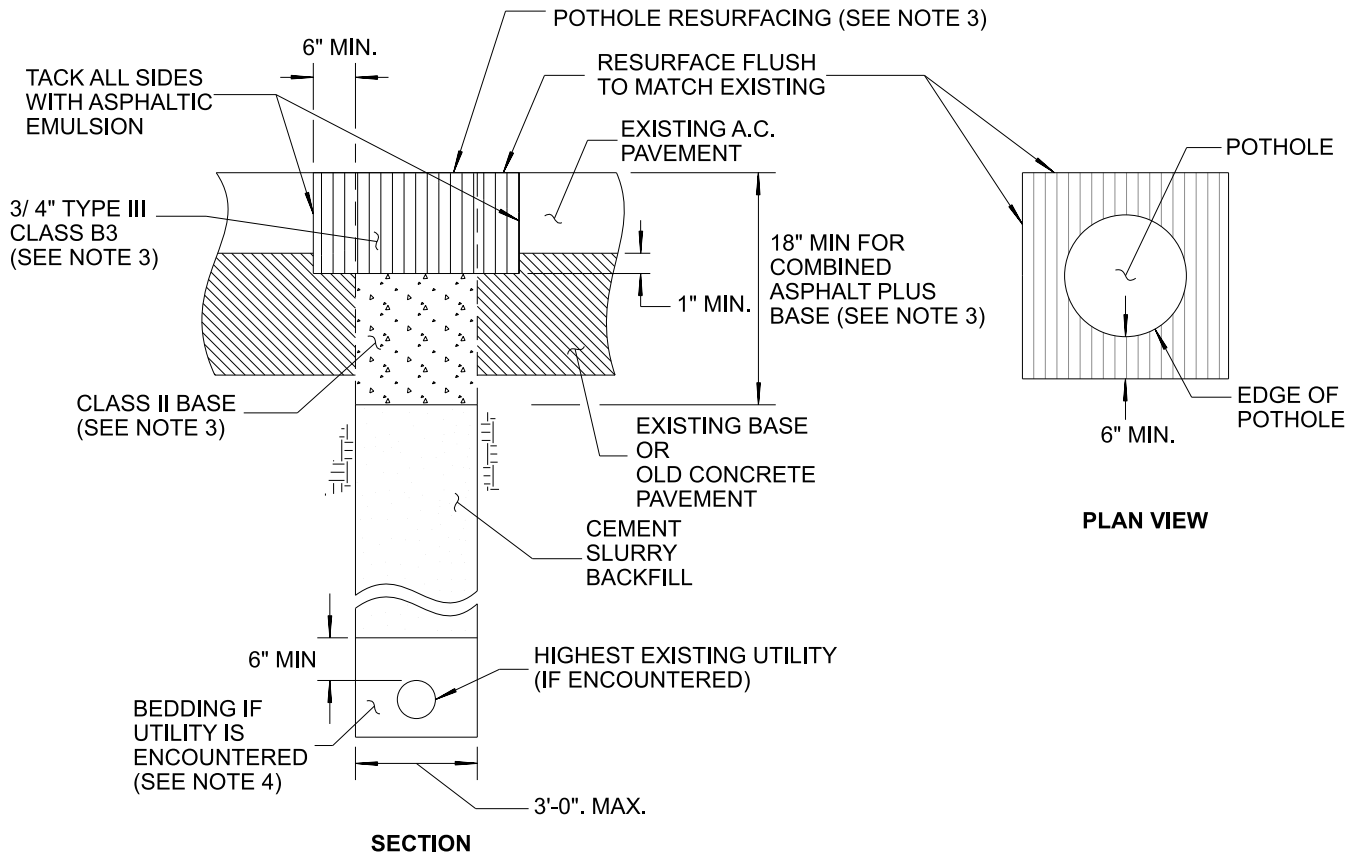




**NOTES:**

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES, AND MAY CONTAIN 30% MAXIMUM 3/8" ROCK.
2. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH 306-6. CONCRETE MAY BE PLACED IMMEDIATELY FOLLOWING SLURRY BACKFILL
3. CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" THICK IN ALLEY OR LOCAL RESIDENTIAL STREETS AND 7" THICK IN ALL OTHER STREETS. **SEE NOTE #5 IN SDG-108** FOR CONCRETE CLASS OPTIONS AND CURING REQUIREMENTS.
4. EXISTING CONCRETE PAVEMENT WILL REQUIRE SAW CUTTING.
5. FOR ELECTRICAL SUPPLY CABLES, SEE CALIFORNIA PUBLIC UTILITY COMMISSION GENERAL ORDER NO. 128, RULE 33.4 CLEARANCES AND DEPTHS.
6. FOR DRY UTILITIES (ELECTRICAL, COMMUNICATION, GAS, ETC.) **SEE SDG-119**.
7. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION).
  - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE THE EXISTING TRENCH CUT PATCHES, IF THOSE PATCHES ARE WITHIN 4'-0" OF THE PROPOSED CONCRETE PANEL.
  - B. IF THE TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINT CAN BE INSTALLED TO THE EXTEND OF THE RIGHT-OF-WAY.
8. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/86		<b>PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MINOR EXCAVATION</b>	<b>DRAFT</b>
UPDATED	KA	J. NAGELVOORT	08/13	COORDINATOR		R.C.E. 81047
UPDATED	AB	J. NAGELVOORT	02/16	DATE		
REDRAFTED	CD	J. NAGELVOORT	09/18	DRAWING		<b>SDG-118</b>
UPDATED	HE	R. AMEN	10/23	NUMBER		

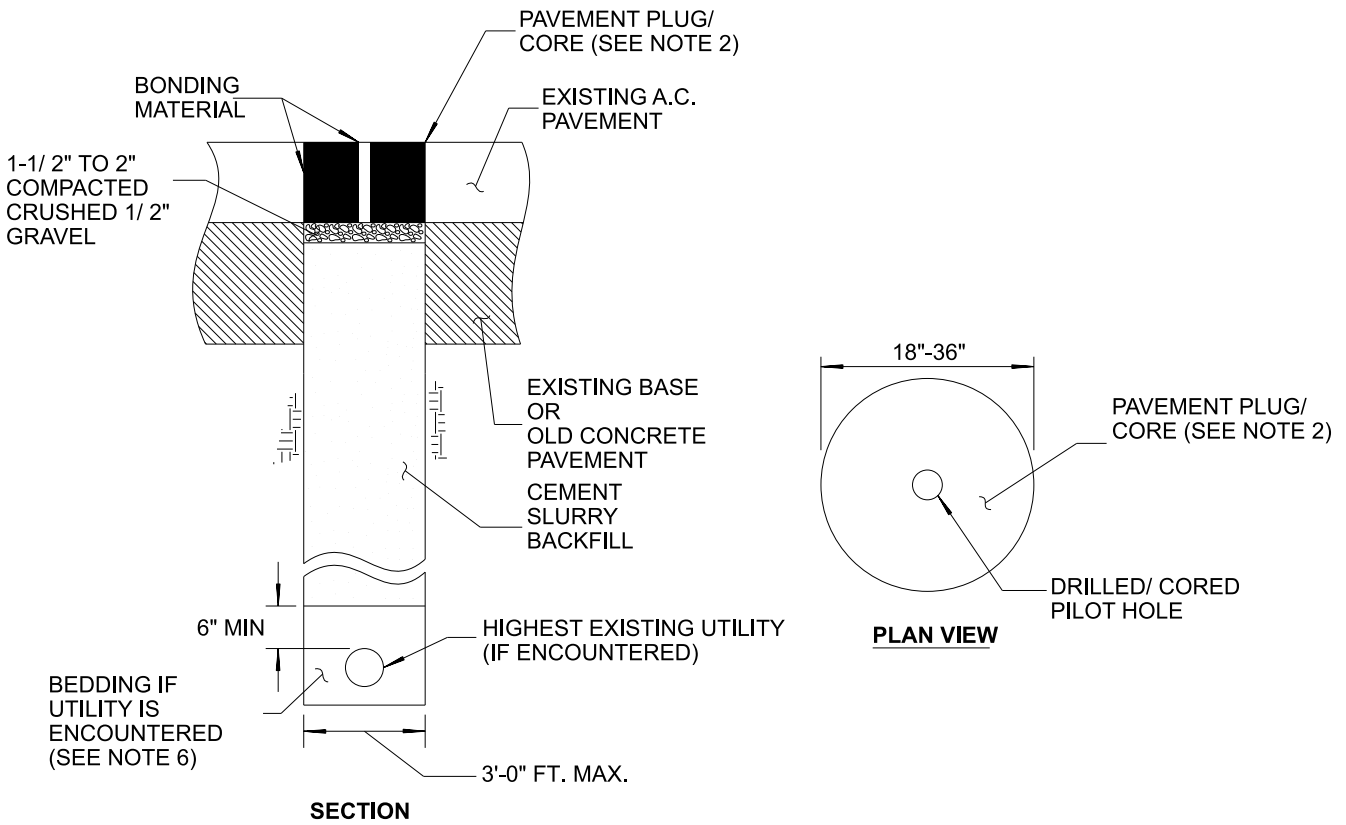


**NOTES:**

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
2. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
3. ALL ASPHALT STREET RESURFACING SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND EDGE OF POTHOLE OR EXPLORATORY EXCAVATION, AS SHOWN. ASPHALT THICKNESS TO EQUAL EXISTING AC PAVEMENT PLUS 1 INCH (4 INCHES MINIMUM TO 9 INCHES MAXIMUM). COMBINED ASPHALT PLUS BASE SHALL BE 18 INCHES MINIMUM.
4. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
  - A. WATER UTILITY: SE 50 SAND
  - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
  - C. DRY UTILITY: SE 50 SAND
5. FOR PCC SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
6. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES SHALL BE APPROVED BY THE CITY. IF APPROVED, THE ENTIRE WIDTH OF THE BIKE LANE SHALL BE RESURFACED, AT A MINIMUM LENGTH OF 6 FEET.
7. TEMPORARY RESURFACING IS ALLOWED IF CONSTRUCTION WILL BE PERFORMED WITHIN 60 DAYS AFTER POTHOLING WORK, IF POTHOLE OR EXPLORATORY EXCAVATION IS WITHIN THE NEW TRENCH LIMITS, AND **IF APPROVED BY THE CITY**. MATERIAL FOR TEMPORARY RESURFACING **SHALL BE APPROVED BY THE CITY**. SEE NOTE 3 FOR LIMITS AND DEPTH.
8. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.
9. SEE SHEET 2 FOR TYPE B - KEYHOLE METHOD.

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	CD	J. NAGELVOORT	11/17		
UPDATED	CD	J. NAGELVOORT	09/18	<b>36" AND SMALLER POTHOLE AND EXPLORATORY EXCAVATION - TYPE A PAVEMENT REPAIR</b>	<b>DRAFT</b>
UPDATED	FM	R. AMEN	09/23		
				COORDINATOR R.C.E. 81047 DATE	
				DRAWING NUMBER <b>SDG-123</b>	



**NOTES:**

1. PAVEMENT CORE TO BE REINSTATED SHALL BE A MINIMUM OF 4 INCHES THICK AND SHALL NOT CONTAIN JOINTS OR CRACKS WHICH MAY CAUSE IT TO BREAK AND SPALL. OTHERWISE, TYPE "A" PER SHEET 1 SHALL BE USED **AS DIRECTED BY CITY ENGINEER.**
2. CUT, REMOVE, AND REINSTATE PAVEMENT CORE, FLUSH WITH EXISTING PAVEMENT. THE REMOVED PAVEMENT CORE/ PLUG WITH ASPHALT AND CONCRETE BASE SHALL BE UTILIZED AND REINSTALLED IN GOOD CONDITION.
3. BONDING MATERIAL SHALL BE AS SPECIFIED **PER CITY APPROVED MATERIALS LIST.**
4. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
5. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
6. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
  - A. WATER UTILITY: SE 50 SAND
  - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
  - C. DRY UTILITY: SE 50 SAND
7. FOR CONCRETE SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
8. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES **SHALL BE APPROVED BY THE CITY.**
9. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" INCHES IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	CD	J. NAGELVOORT	11/17		<b>36" AND SMALLER EXPLORATORY EXCAVATION POTHOLE - TYPE B KEYHOLE METHOD</b>	<b>DRAFT</b>
UPDATED	CD	J. NAGELVOORT	0918	COORDINATOR R.C.E. 81047 DATE		
UPDATED	FM	R. AMEN	0923	DRAWING NUMBER		<b>SDG-123</b>

**NOTES:**

1. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES SHALL BE MAINTAINED PER WATER, SEWER, AND DRAINAGE DESIGN GUIDELINES, VARIANCES WILL REQUIRE DEVIATION FROM STANDARDS.
2. **PERMITTING REQUIREMENTS:** ALL MICROTRENCH PERMITS REQUIRE A DEVELOPMENT SERVICES DEPARTMENT DIGITAL SUBMISSION WITH A GEOSPATIAL ALIGNMENT PER DEVELOPMENT SERVICES DEPARTMENT FORMAT REQUIREMENTS.
3. **CONDUIT ANCHORING:** CONTRACTOR MUST PROVIDE THEIR METHOD OF WEIGHING / ANCHORING DOWN CONDUITS IN THEIR PERMIT. TO PREVENT CONDUITS FROM FLOATING, AND TO MAINTAIN REQUIRED DEPTH FOR TOP OF CONDUIT.
4. **MICROTRENCHING USAGE:** MICROTRENCHING PER SDG-165A AND / OR SDG-165B SHALL BE ON ASPHALT STREETS ONLY. MICROTRENCHING SHALL NOT BE PERMITTED IN OR THROUGH EXISTING CONCRETE PAVED STREETS, PARKWAYS, CURB, GUTTER, CROSS GUTTER, BUS PAD, SIDEWALK, FLOATING CURB EXTENSION, BUS BULB, TRUCK PILLOW, RAISED CROSSWALK, ISLAND, MINI- ROUNDABOUT, OR SIMILAR ELEMENTS. MICROTRENCHING MAY BE PERMITTED, AT THE CITY'S DISCRETION, IN OR THROUGH EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS (SUCH AS DECORATIVE ASPHALT PAVING, AND PERPENDICULAR TO SPEED BUMPS). EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY.
5. **DAMAGE TO EXISTING IMPROVEMENTS:** CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC. SHALL BE DONE SUCH THAT EXISTING IMPROVEMENTS ARE NOT DISTURBED, SETTLED, OR DAMAGED. ANY DAMAGE TO EXISTING IMPROVEMENTS BY PARALLEL OR PERPENDICULAR MICROTRENCHING ACTIVITIES SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY. DAMAGE TO CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE REMOVED AND RESTORED IN ACCORDANCE WITH **SDG-156**.
6. **TRENCH CUTS:** CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO ACHIEVE STRAIGHT AND UNIFORM CUTS WITH NEAT EDGES. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZES DAMAGE TO THE ADJACENT AC SURFACE. RADII TRENCH CUTS SHALL HAVE NO MORE THAN 3 CUTS.
7. **MICROTRENCH WIDTH:** MICROTRENCH WIDTH SHALL BE A MINIMUM OF 1 INCH AND A MAXIMUM OF 2 ½ INCHES. TRENCHES WITH WIDTH GREATER THAN 2 ½ INCHES MUST FOLLOW **SDG-117** (NARROW TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACE STREETS), WHICH REQUIRES A DIFFERENT BACKFILL MATERIAL. THE CITY MAY CHANGE THE PERMIT TO **SDG-117** BY AN AS-BUILT CHANGE IF THE TRENCH EXCEEDS 2 ½ INCHES IN CONSTRUCTION.
8. **MICROTRENCH ALIGNMENT OFFSET TO AN ADJACENT MICROTRENCH:** NO MICROTRENCHING SHALL BE LESS THAN 2 FEET FROM ADJACENT MICROTRENCHES (EDGE TO EDGE). THIS MAY REQUIRE THE CONTRACTOR TO POTHOLE TO VERIFY PARALLEL UTILITIES SIZE AND TRENCH WIDTH TO ENSURE PROPER SEPARATION.
9. **CONDUIT PLACEMENT IN TRENCH:** THE TOP OF HIGHEST CONDUIT SHALL BE 12 INCHES MINIMUM FROM TOP OF PAVEMENT OR 4 INCHES FROM BOTTOM OF PAVEMENT SECTION TO INCLUDE ASPHALT, BASE AND CTB, WHICHEVER IS GREATER.
10. **CONDUIT SIZE:** 2 INCH MAXIMUM CONDUIT SIZE SCH 40 PVC OR EQUIVALENT HDPE PER NATIONAL ELECTRICAL CODE.
11. **TRENCH IDENTIFICATION:** INSTALL FOLDED WARNING / IDENTIFICATION TAPE WARNING TAPE **PER SDM-105**. EACH TRENCH SHALL BE IDENTIFIED WITH A CALLOUT ON THE PULLBOX / VAULT / JUNCTION BOX LID WITH THE NAME OF THE OWNER OF THE MICROTRENCH.
12. **MICROTRENCH BACKFILL AND REQUIREMENTS TO OPEN THE STREET TO TRAFFIC:** ALL MICROTRENCHES SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY 2000 PSI MINIMUM AND 2% CALCIUM CHLORIDE TO FINISH GRADE. THIS IS AN INTERIM CONDITION AND CONTRACTOR SHALL FOLLOW CURING TIME REQUIREMENTS (PER NOTE 14) TO OPEN THE STREET TO TRAFFIC PRIOR TO COMPLETING PAVING REQUIREMENTS FOR FINAL RESTORATION.
13. **SLURRY VOID REDUCTION:** CONTRACTOR SHALL USE A VIBRATOR TO ENSURE SLURRY FILL WITHOUT VOIDS.
14. **SLURRY CURE TIME:** ALLOW A MINIMUM OF THREE HOURS FOR SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 4

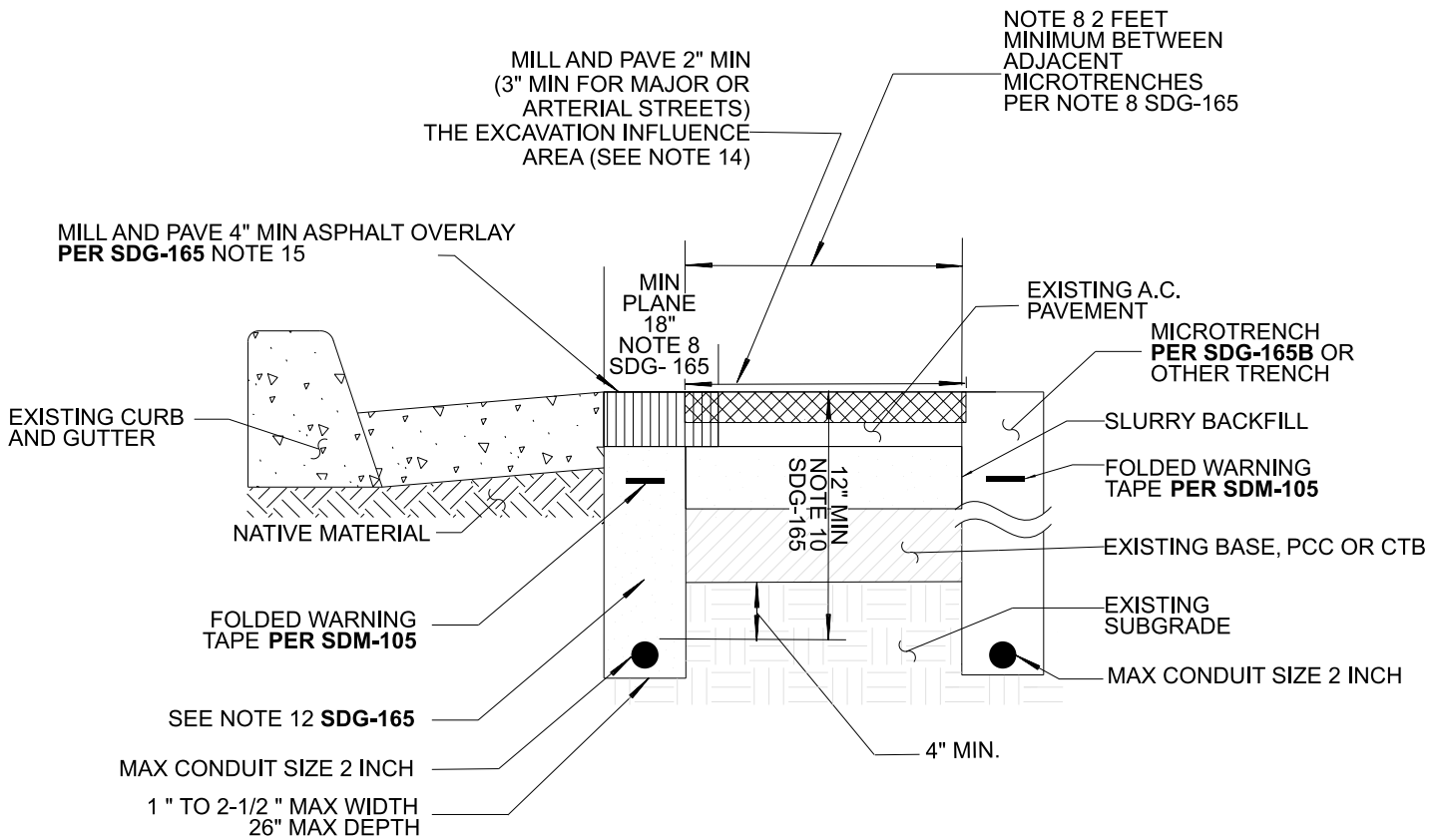
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>GENERAL MICROTRENCH NOTES</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b> _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER <b>SDG-165</b>

**NOTES (CONTINUED):**

- 15. **FINAL MICROTRENCH RESTORATION:** WITHIN 7 DAYS OF PLACING THE SLURRY BACKFILL TO GRADE, MILL THE SLURRY BACKFILL AND EXISTING PAVEMENT A MINIMUM WIDTH OF 18 INCHES INCLUDING THE EXCAVATION INFLUENCE AREA PER TABLE 1 IN SDG-105 TO A DEPTH OF 4 INCHES AND RESURFACE WITH 1/2 INCH TYPE III CLASS C2 ASPHALT. TACK ALL EDGES OF THE MILLED AREA WITH ASPHALTIC EMULSION.
- 16. **FINAL MICROTRENCH RESTORATION WHEN ADJACENT TO ANOTHER MICROTRENCH:** WHEN RESTORING A MICROTRENCH SEPARATED BY 2 FEET (EDGE TO EDGE) FROM ANY ADJACENT MICROTRENCH THE MICROTRENCH RESTORATION SHALL FOLLOW NOTE 15 FOR TRENCH RESTORATION AND **SDG-107** FOR FULL LIMITS OF THE PERMITTED ALIGNMENT TO MAINTAIN INFLUENCE AREA INTEGRITY.
- 17. **MICROTRENCHING IN BIKE LANES:** FOR THE WORK IN THE BIKE LANE, CONTRACTOR SHALL PROVIDE A POTHOLING PLAN FOR REVIEW WITH THE ENGINEER FOLLOWING PRE-CONSTRUCTION MEETING. THE BIKE LANE SHALL BE FULLY CLOSED AND APPROPRIATE TRAFFIC CONTROL PLAN AND SIGNAGE USED. MICROTRENCHING IN THE BIKE LANE REQUIRES THAT SLURRY BACKFILL BE COMPLETED BEFORE END OF APPROVED WORKDAY WITH CURING TIME PER NOTE 14. RESTORATION TO THE TRENCH SHALL BE PER NOTE 15.
- 18. **FINAL MICROTRENCH RESTORATION IN BIKE LANES:** THE CONTRACTOR SHALL RESTORE FULL WIDTH OF BIKE LANE TO THE FACE OF CURB AND PLACE 2 INCHES MIN OR 3 INCHES MIN (MAJOR OR ARTERIAL STREETS) THICKNESS OF ASPHALT PER **SDG-107**.

SHEET 2 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING  <b>GENERAL MICROTRENCH NOTES</b>	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE  <b>DRAFT</b> _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER <b>SDG-165</b>



**LEGEND ON PLANS:**

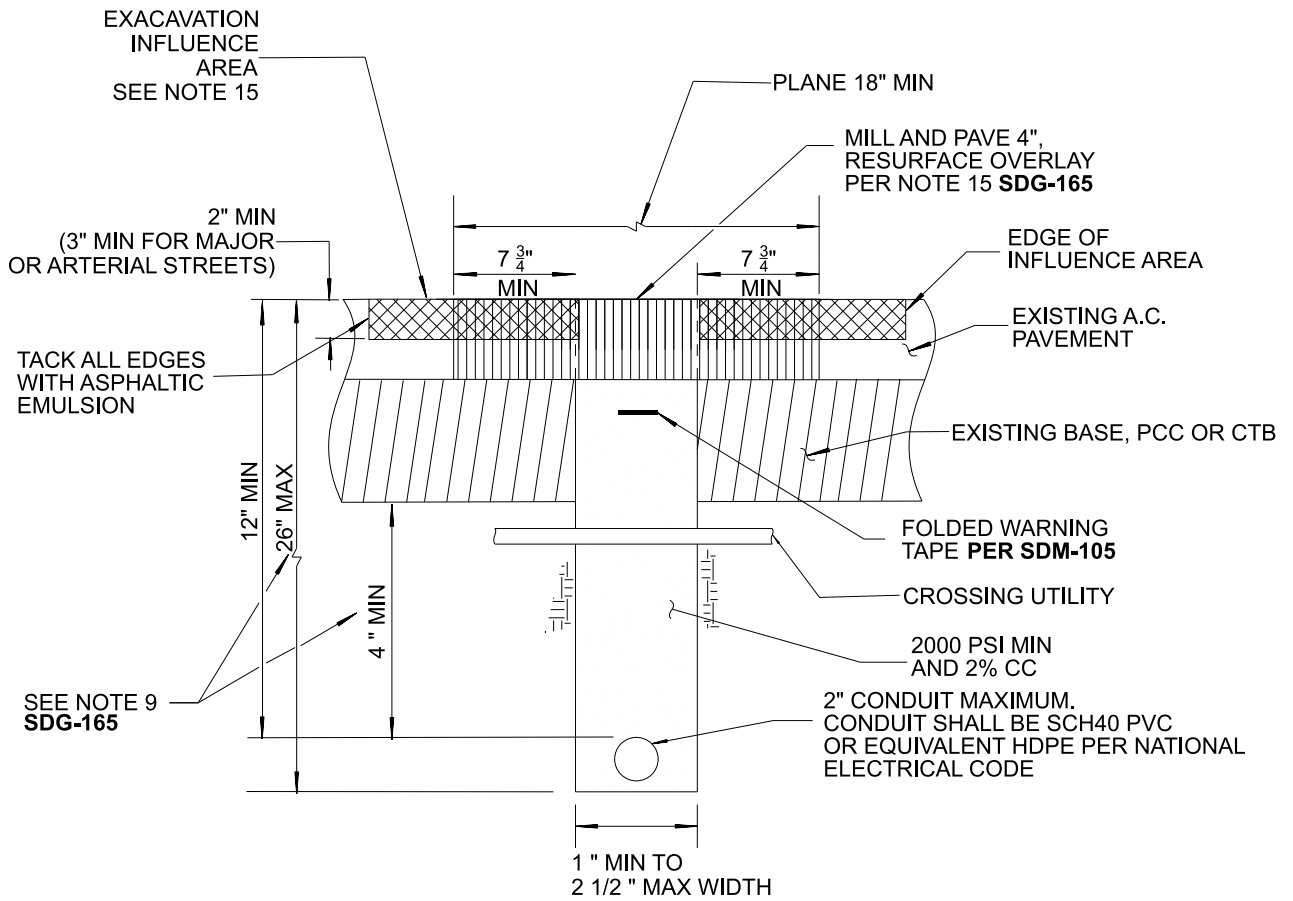
— MTC — MICROTRENCH CONDUIT (MTC)

**NOTES:**

1. APPLICABLE WHERE CONCRETE GUTTER IS VISIBLE OR EXPOSED.
2. SHALL NOT BE APPLICABLE AT STREET INTERSECTIONS OR ALONG MEDIAN CURBS.
3. TRENCH LOCATION SHALL BE AT THE EDGE OF CURB.

SHEET 3 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	HY	M. GIBSON	05/17			
REDRAFTED	CD	J. NAGELVOORT	09/18	<b>MICROTRENCH FOR DRY UTILITIES AT EDGE OF CURB AND GUTTER</b>	<b>DRAFT</b>	
UPDATED	ED	R. AMEN	10/22			COORDINATOR R.C.E. 81047 DATE
UPDATED	FM	R. AMEN	09/23		DRAWING NUMBER	<b>SDG-165A</b>



**NOTES:**

1. SHALL APPLY TO ALL MICROTRENCHING AT STREET INTERSECTIONS.
2. TRENCH LOCATION SHALL BE AT LEAST 9 INCHES FROM LIP OF GUTTER.
3. TRENCH SHALL BE AT LEAST 12 INCHES FROM ANY EXISTING CONCRETE STRUCTURE.

SHEET 4 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	0918		
UPDATED	RC	R. AMEN	1022		
UPDATED	FM	R. AMEN	0923		
<b>MICROTRENCH FOR DRY UTILITIES AWAY FROM EDGE OF CURB AND GUTTER</b>				<b>DRAFT</b>	COORDINATOR R.C.E. 81047 DATE
				DRAWING NUMBER	<b>SDG-165B</b>

**APPENDIX U**

**SWPPP CONSTRUCTION BMP MAINTENANCE LOG**



## SWPPP Construction BMP Maintenance Log

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

### **Construction BMP Maintenance Activities**

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

Construction BMP Maintenance Log

**Project Title:**

**WBS/IO No:**

**WDID:**

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

**APPENDIX V**

**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by ([http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>		<b>WBS No.:</b>		<b>Watershed No.</b>	
<b>Qualified Person Conducting Tests:</b>		<b>signature</b>			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>Date:</b> <b>Time:</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>	<b>Erosion Controls</b>	<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>					<b>Sediment Controls</b>					
					<b>pH</b>	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes <small>Report exceedence to RE &amp; complete page 2 of 2</small>
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>Date:</b> <b>Time:</b>  <b>End</b>  <b>Date:</b> <b>Time:</b>	<b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<b>TSW</b> <small>(All Categories)</small>	<b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<b>PUD</b> <small>(All Categories)</small>	<b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<b>Water Board</b> <small>(Large Volume Only)</small>	<b>Inlet Protection</b>	<b>Erosion Controls</b>	<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>					<b>Sediment Controls</b>					
					<b>pH</b>	Unit			Range 6.5 to 8.5			

Instructional Notes found on the Page 2 of 2

**Submit completed Form to RE**

## Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

<b>Event #1</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

<b>Event #2</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

## Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	<a href="mailto:SWPPP@SanDiego.gov">SWPPP@SanDiego.gov</a>
PUD	3 days prior to all discharges	<a href="mailto:CompReports@SanDiego.gov">CompReports@SanDiego.gov</a> <a href="mailto:Rdavenport@SanDiego.gov">Rdavenport@SanDiego.gov</a>
San Diego Water Board	3 days prior to Large Volume discharges	<a href="mailto:SanDiego@WaterBoards.ca.gov">SanDiego@WaterBoards.ca.gov</a> <a href="mailto:Ben.Neill@WaterBoards.ca.gov">Ben.Neill@WaterBoards.ca.gov</a>
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: <a href="mailto:Joseph.Palmer@SDCounty.ca.gov">Joseph.Palmer@SDCounty.ca.gov</a> <a href="mailto:Dominique.Edwards@SDCounty.ca.gov">Dominique.Edwards@SDCounty.ca.gov</a>
	3 days prior if enter county MS4 or unincorporated County	WPP: <a href="mailto:Nicholas.DeValle@SDCounty.ca.gov">Nicholas.DeValle@SDCounty.ca.gov</a> <a href="mailto:LUEG.Watersheds@sdcounty.ca.gov">LUEG.Watersheds@sdcounty.ca.gov</a>

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

**ATTACHMENT F**

**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

---

**CONSTRUCTION CONTRACT**

This Phase-Funded contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and J.R. Filanc Construction Co., Inc., herein called "Contractor" for construction of **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**; Bid No. **K-24-2217-DBB-3-C**; in the total amount of **Forty-Six Million One Hundred Ninety-Three Thousand Two-Hundred Forty-Seven Dollars and Eighty-Three Cents (\$46,193,247.83)**, which is comprised of the Base Bid consisting of an amount not to exceed \$18,215,000.00 for Phase 1; \$19,220,445.00 Phase 2 and \$8,757,802.83 for Phase 3.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement, Long Term Revegetation Maintenance Agreements.
  - (e) That certain documents entitled **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**, on file in the office of the City Clerk as Document No. **S-15020, B- 15203** as well as all matters referenced therein.
2. The City wishes to construct this Project on a Phase-Funded basis. In accordance with Whitebook section 7-3.10, the City is only obligated to pay for Phase I; Contractor cannot begin, nor is the City financially liable for any additional Phases, unless and until Contractor is issued a Notice to Proceed for each additional Phase by the City.
3. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**, Bid Number **K-24-2217-DBB-3-C**, San Diego, California.
4. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances. (See WHITEBOOK, Section 7-3.10, Phased Funding Compensation).



**CONTRACT AGREEMENT (continued)**


- 5. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 6. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

**IN WITNESS WHEREOF**, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Resolution No. R - 314178 authorizing such execution.


**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM**

By 

Mara W. Elliott, City Attorney  
By 

Print Name:     Matt Vespi      
Chief Financial Officer  
City of San Diego

Print Name:   
Deputy City Attorney

Date: 6/25/2024

Date: 6/27/24

**CONTRACTOR Filanc**

By     Gregory Hesser    

Print Name:     Gregory T. Hesser    

Title: Manager of Alberici Constructors Holdings, LLC

Date:     May 8, 2024    

City of San Diego License No.: B1994000641

State Contractor's License No.: 134877

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000001641

## **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 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

## **CONTRACTOR CERTIFICATION**

---

### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

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

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

## **CONTRACTOR CERTIFICATION**

---

### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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



## **CONTRACTOR CERTIFICATION**

---

### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

## **CONTRACTOR CERTIFICATION**

---

### **PRODUCT ENDORSEMENT**

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**AFFIDAVIT OF DISPOSAL**

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

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

**Tecolote Canyon Trunk Sewer Improvement & Golf Course Water Connection**  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-2217-DBB-3-C**; SAP No. (WBS) **S-15020, B-15203**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor

**ATTEST:**

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY\*\*\* SEE INSTRUCTIONS TO BIDDERS, FOR FURTHER INFORMATION**

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

**\*\*\* PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY \*\*\* TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY \*\*\* SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION**

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

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

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

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

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- F. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That J.R. Filanc Construction Company, Inc. as Principal,  
and Travelers Casualty and Surety Company of America 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

K-24-2217-DBB-3-C, TECOLOTE CANYON TRUNK SEWER IMPROVEMENT & GOLF COURSE WATER CONNECTION


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 6th day of February, 2024

J.R. Filanc Construction Company, Inc. (SEAL)  
(Principal)

Travelers Casualty and Surety  
Company of America (SEAL)  
(Surety)

By:   
(Signature)

By:   
(Signature)

Omar Rodera, President

Lawrence F. McMahon, Attorney-in-Fact

(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 San Diego)

On February 6, 2024 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,  
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 

(Seal)







**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

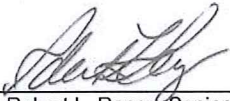
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **LAWRENCE F MCMAHON** of **SAN DIEGO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

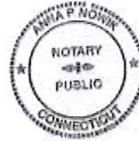
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of February, 2024.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

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

Certified By Omar Rodea Title President

Name



Signature

Date Feb. 12, 2024

**USE ADDITIONAL FORMS AS NECESSARY**

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
(Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative if Deductive)</small>
133	Name: <u>Seal Right Paving Inc.</u> Address: <u>9053 Olive Dr.</u> City: <u>Spring Valley</u> State: <u>CA</u> Zip: <u>91977</u> Phone: <u>(619) 465-7411</u> Email: <u>scott@sealrightpavinginc.com</u>	364113 C-12	1000039- 542	Supplier	AC Grind	\$50,734.08
134	Name: <u>Same as Above</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	same	Same	Same	Asphalt	\$123,746.28
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING  
SLBE/ELBE PARTICIPATION GOALS**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
J.R. Filanc Construction Company, Inc.		N/A	
Street Address	City	State	Zip
740 N. Andreasen Drive	CA		92029
Contact Person, Title		Phone	Fax
Bob Zaiser, Vice President		760-941-7130	760-941-3969

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

\* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Alberici Constructors Holdings, LLC	Mgrs: Jose Garcia, Richard Jagers, Greg Hesser
City and State of Residence	Employer (if different than Bidder/Proposer)
St. Louis, MO	N/A
Interest in the transaction	
100% ownership interest in Filanc	

Name	Title/Position
J.R. Filanc Construction Company, Inc.	Omar Rodea, President
City and State of Residence	Employer (if different than Bidder/Proposer)
Carlsbad, CA	N/A
Interest in the transaction	
Project Constructor	

### \* Use Additional Pages if Necessary \*

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

Omar Rodea, President

Feb. 12, 2024

Print Name, Title

Signature

Date

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

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

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

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s).

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

NAME	TITLE
Alberici Constructors Holdings, LLC	Mgrs: Jose Garcia, Richard Jagers, Greg Hesser
J.R. Filanc Construction Company, Inc.	President: Omar Rodea

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

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

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

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

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

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

Certified By Omar Rodea Title President

Name



Date Feb. 12, 2024

Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
 \*TO BE COMPLETED BY BIDDER\*  
 FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Please see attached	

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

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

Certified By Omar Rodea Title President

Name  
  
 Signature

Date Feb. 12, 2024

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
 \*TO BE COMPLETED BY BIDDER\*  
 FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Francisco Marquez	CEO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Bonita Pipeline Inc. **J.R. FILANC CONSTRUCTION COMPANY, INC.**

Certified By Francisco Marquez Title CEO

Name

Francisco Marquez Print Name of Principal Individual Owner

Date 2/20/2024

Signature

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
 \*TO BE COMPLETED BY BIDDER\*  
 FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Melissa Busby	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

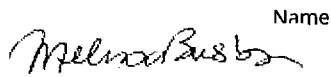
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Busby Biological Services, Inc.                      J.R. FILANG CONSTRUCTION COMPANY, INC.

Certified By Melissa Busby                      Title Owner/Principal Biologist

Name  


Date 2/19/2024

Signature

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



**DEBARMENT AND SUSPENSION CERTIFICATION  
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

**\*TO BE COMPLETED BY BIDDER\***

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

Names of the Principal Individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Jeffrey Johnson	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

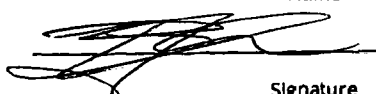
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
J.R. FILANC CONSTRUCTION COMPANY, INC.	

Contractor Name: Golden State Boring & Pipe Jacking, Inc.

Certified By Jeffrey Johnson Title President

Name  
  
 Signature

Date 02/20/2024

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

**DEBARMENT AND SUSPENSION CERTIFICATION  
 SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
 \*TO BE COMPLETED BY BIDDER\*  
 FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

Names of the Principal individual owner(s)

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

SUBCONTRACTOR       SUPPLIER       MANUFACTURER

WILLARD HALL	President
Bonne Bayne	Vice President

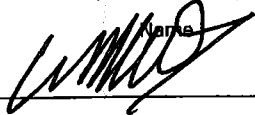
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SUBCONTRACTOR       SUPPLIER       MANUFACTURER


SUBCONTRACTOR       SUPPLIER       MANUFACTURER


Contractor Name: Golden Triangle Land Surveying Inc. J.R. FILANG CONSTRUCTION COMPANY, INC.

Certified By: WILLARD HALL Title: President

 Date: 2/20/2024

Signature

\*USE ADDITIONAL FORMS AS NECESSARY\*\*

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SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Habitat Restoration Sciences, Inc.	Restoration Contractor

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

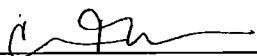
SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Habitat Restoration Sciences, Inc. J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Cynthia Thompson Title Corporate Secretary

Name



Date 2/15/2024

Signature

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
NuLine Technologies, LLC	Dominic Burtech - Partner
	Julie Burtech - Partner
	Salvador "Buddy" Aquino - Partner
	Frank Durazo - Partner

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: NuLine Technologies, LLC      J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Frank Durazo                      Title Operations

Name  
  
 Signature  
 Date February 19, 2024

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Rafael Teran	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

J.R. FILANG CONSTRUCTION COMPANY, INC.

Contractor Name: Dec Trucking DBH HR Concrete

Certified By: Rafael Teran                      Title: President

Name

[Signature]                      Date: 2-20-2021

Signature

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Clint Linton	President

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Red Tail Monitoring & Research, Inc.

Certified By Clint Linton Title President

Name  Date 2/20/24

Signature

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

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

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Gina Spears	Principal
Amanda Ernst	Principal

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Supplier  
Contractor Name: SPECS Civil Solutions, Inc. J.R. FILANC CONSTRUCTION COMPANY, INC.

Certified By Gina Spears Title Principal

Name  
  
Signature

Date 02/15/2024

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
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Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE
Scott Nelson	Estimator
Frank Tovar Vasquez	President
Monique Vasquez	Officer

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Seal Right Paving Inc.                      J.R. FILANG CONSTRUCTION COMPANY, INC

Certified By: Scott Nelson                      Title Estimator

                      Name  
 Signature                      Date 2/20/24

\*USE ADDITIONAL FORMS AS NECESSARY\*\*



**DEBARMENT AND SUSPENSION CERTIFICATION  
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS  
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Please Indicate If principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer:**

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

<i>Vic Salazar</i>	<i>Owner</i>
<i>Vic Salazar Communications</i>	

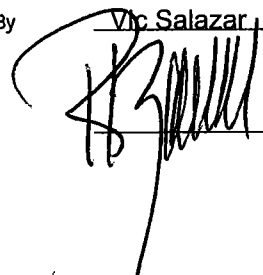
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SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER


Contractor Name: Vic Salazar Communications **J.R. FILANC CONSTRUCTION COMPANY, INC.**

Certified By *Vic Salazar* Title Owner


  
 Name *Vic Salazar* Date 2/20/24
  
 Signature

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

# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM A



**FOR**

## TECOLOTE CANYON TRUNK SEWER IMPROVEMENT & GOLF COURSE WATER CONNECTION

BID NO.: K-24-2217-DBB-3-C  
SAP NO. (WBS/IO/CC): S-15020, B-15203  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 2, 6, 7  
PROJECT TYPE: JB, KA

### **BID DUE DATE:**

**2:00 PM**  
**FEBRUARY 20, 2024**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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



## **A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## **B. BIDDER'S QUESTIONS**

- Q1. Is the contractor allowed to use the access at Sneed prior to starting any Golf Course work without it starting the countdown for the 200 working days assigned to the Golf Course?
- A1. The 200 working days start once you gain access to the Golf Course, whether it's through Sneed Avenue or any other entrance.
- Q2. After reviewing the plans and specifications regarding the Sewer Bypass, what is the current sewer flow rate?
- A2. See batch discharge Plan Sheet C-60, C-61, C-62.
- Q3. Regarding the bypass, what is the length of discharge?
- A3. Length of discharge is provided on the Plans.
- Q4. Regarding the bypass, what is the depth of where the suction will pull from?
- A4. This varies, please refer to the Plans for more information.
- Q5. I was able to get a sketch of the waterline on the golf course and it differs from the plans provided. How much of the Golf Course irrigation does the City Anticipate will need to be replaced?
- A5. Any damage done to the irrigation system must be replaced with the same kind of components or materials.
- Q6. At approximate stations 226+00 to 227+00 will crossing Mt Acacia be open cut?
- A6. This method of construction is trenchless.
- Q7. Stream Crossing No. 4 (Bid Item No. 49) is shown on sheet 56 (C-52) as a precast bridge. Does this precast bridge get paid in bid item 49, or is

it to be paid in bid items "128. Prefabricated modular bridges, 129. Cast in place concrete bridge decks, 130. Cast in place bridge abutments, 131. Bridge Erection, & 132. Bridge Removal?"

- A7. The Bid Item for "Stream Crossing No. 4" has been deleted. Precast Bridge (C-52) and the Existing Bridge Replacement (C-55) are paid for under the bid items of "Prefabricated modular bridges", "Cast in place concrete bridge decks", "Cast in place bridge abutments", "Bridge Erection" and "Bridge Removal". SEE Section F - ADDITIONAL CHANGES, item 1 of this Addendum.
- Q8. The current SLBE/ELBE mandatory requirements of 22.3% will be very difficult to reach on this project. There is about \$10M in Trenchless installation and there are no listed SLBE or ELBE contractors listed on the City's website that perform this type of work. In addition, we expect the Sewer By-Pass to have a range of \$4M and the Pipe Relining to be another \$3M, currently the City has no SLBE or ELBE contractors certified to perform this work. We request the percent requirement to be reduced to an attainable goal. An expectation of 10% for the work seen on this could be attained.
- A8. The total mandatory SLBE-ELBE subcontractor participation percentages shall be 15% .
- Q9. Are you anticipating pushing the bid date for the Tecolote Canyon bid #K-24-2217-DBB-3-C to a later date at this time?
- A9. Contractor is to bid per the current opening date.
- Q10. Due to the size and complexity of this project, we respectfully request a 2 week postponement to the bid opening so that we can provide a complete and competitive bid.
- A10. Contractor is to bid per the current opening date.
- Q11. Referencing sheet 40034-55D, drawings C-51, Bridge Design General Notes, Load and Resistance Factor Design, Live Load: states 90 PSF pedestrian live load accordance with AASHTO "LRFD Guide Specification for the Design of Pedestrian Bridges" and LRFD HL-93. LRFD HL-93 applies to Vehicular Live Loading. Please confirm which criteria the bridge design should meet.

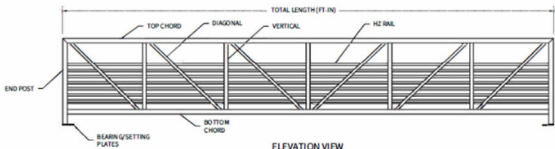
- A11. Large maintenance vehicles are expected to use the pathway therefore the bridges should be designed for highway legal (HL-93) loading.
- Q12. Referencing Bid Schedule, Line Item 49 Stream Crossing 4, this is a bridge crossing per 40034-56D, drawings C-52. Please confirm this line item is not required.
- A12. This line item is not required we will remove from the bidlist. SEE Section F - ADDITIONAL CHANGES, item 1 of this Addendum.
- Q13. Referencing "Manhole Access Improvements Drawings", sheets 40034-45D to 53D, drawings C-41 to C-49, Widen Access Road Detail 6/54 is incorrect. Please confirm you refer to Detail 6/50 on sheet 40034-54-D.
- A13. Detail 6 on Sheet 50 is correct.
- Q14. Bid Item 122 is for a 25 Month Revegetation and Maintenance and Monitoring Program and Bid Item 123 is for a 60 Month Revegetation and Maintenance and Monitoring Program. Do these run Concurrently or is there in fact a 7 Year Maintenance Program?
- A14. The 25 month and 60 months Long Term Maintenance and Monitoring Agreements can run concurrently.
- Q15. Are we really supposed to maintain the Golf Course, they have their own people to maintain their property.
- A15. There is no maintenance required on the Golf Course.
- Q16. Section 32 05 00 Golf Course Restoration, Part 2 Paragraph 2.7 says that As-Builts for the Golf Course Irrigation are in Appendix Q. they are not there. Are they available somewhere?
- A16. As-Builts for Irrigation are not available. City and Contractor will work with Golf course if as-builts irrigation cannot be obtained.
- Q17. The plans call out an HL-93 Vehicular Loading, Typically AASHTO only requires an H-10 Vehicular Loading. I would like to confirm the HL-93 Vehicular Loading is required.
- A17. Large maintenance vehicles are expected to use the pathway therefore the bridges should be designed for highway legal (HL-93) loading.
- Q18. Is there a max backwall (from bearing seat elevation to finished bridge deck elevation) height for the bridge abutments?
- A18. The max backwall height is 1'-6". The 3'-0" depth dimension can be deepened if a taller backwall is needed.

Q19. Can a beam bridge with a Pratt Truss railing be used vs a true truss bridge? Please see the two different designs attached to this email.

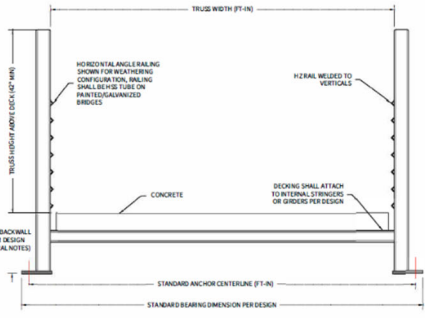
**GENERAL NOTES**

1. THE PRIMARY FUNCTION OF THIS STRUCTURE IS TO CARRY PEDESTRIANS & BICYCLISTS
2. SLIDE PLATES SHALL BE MADE FROM UHMW AND ARE GENERALLY SHIPPED LOOSE FROM BRIDGE. BRIDGE ENDS SHALL BE CONSTRUCTED AT THE SAME ELEVATION
3. BRIDGES SHALL BE DESIGNED FOR BOLTED FIELD SPICES LOCATED ON THE BRIDGE SO AS TO PRODUCE A STRUCTURE WHICH CAN BE ECONOMICALLY SHIPPED AND ERCTED
4. BRIDGES SHALL HAVE VERTICAL CABLES TO OFFSET ANY EXCESS DEFLECTIONS GREATER THAN 1/4"
5. UNPAINTED AREA FINISHING STEEL BRIDGES WHICH ARE NOT TO BE PAINTED SHALL BE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, AND ATMOSPHERIC CORROSION RESISTANT ASTM A572 GRADE 50 SQUARE AND RECTANGULAR TUBING AND ASTM A500 GRADE B OR C AND SHALL UTILIZE A TWO-COAT EPOXY & POLYURETHANE
6. PAINTED STEEL BRIDGES SHALL BE FABRICATED FROM ASTM A588 OR A572 AND TUBULAR SECTIONS FROM ASTM A500 GRADE B OR C AND SHALL UTILIZE A TWO-COAT EPOXY & POLYURETHANE
7. GALVANIZED STEEL BRIDGES SHALL BE FABRICATED FROM ASTM A588 OR A572 AND TUBULAR SECTIONS FROM ASTM A500 GRADE B OR C AND SHALL INCORPORATE WEEP HOLES FOR PROPER DRAINAGE
8. ALUMINUM BRIDGES SHALL BE FABRICATED FROM 6061-T6 FOR ALL STRUCTURAL COMPONENTS AND MAY USE ANY 6000 SERIES ALLOY FOR NON-STRUCTURAL COMPONENTS AND DECORING
9. SHOP WELDING SHALL CONFORM TO AWS D1.1 STEEL OR D1.2 ALUMINUM
10. ALL ELECTRICAL AND LIGHT HARDWARE INSTALLATION AND DESIGN ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED
11. STANDARD BACKWALL HEIGHT PER DESIGN
12. \*18" B BRIDGES SHALL HAVE A STANDARD BACKWALL HEIGHT OF 18" @ 20"
13. \*24" B BRIDGES SHALL HAVE A STANDARD BACKWALL HEIGHT OF 24"
14. \*30" B BRIDGES SHALL HAVE A STANDARD BACKWALL HEIGHT OF 30"

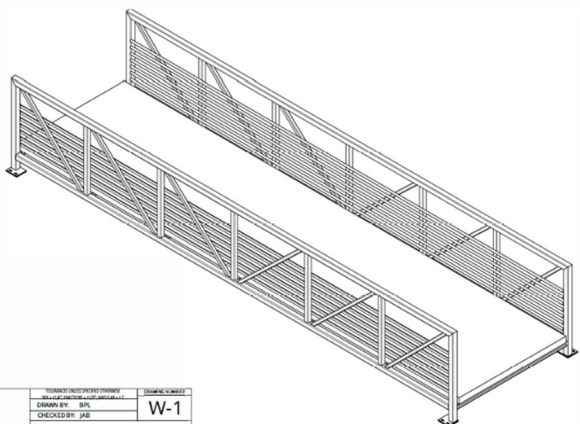
\*SHIPPING CONFIGURATIONS SHALL VARY BASED ON DESIGN  
 \*THIS DRAWING IS PROPERTY OF BRIDGE BROTHERS, CREATED FOR ILLUSTRATION PURPOSES ONLY, AND MUST NOT BE USED FOR MANUFACTURING PURPOSES WITHOUT THE EXPRESS WRITTEN CONSENT OF BRIDGE BROTHERS



**ELEVATION VIEW**



**END VIEW**



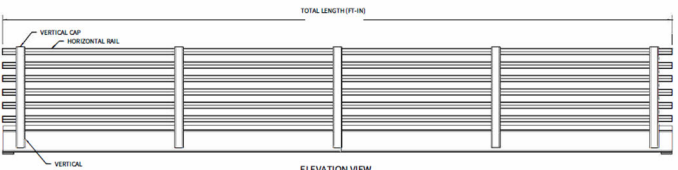
PROJECT NAME	PRATT, HZ RAIL, CONCRETE DECKING
PROJECT LOCATION	
CUSTOMER NAME	
CUSTOMER LOCATION	
PO # / N/A	

BRIDGE BROTHERS  
 W-1  
 SHEET 1 OF 1

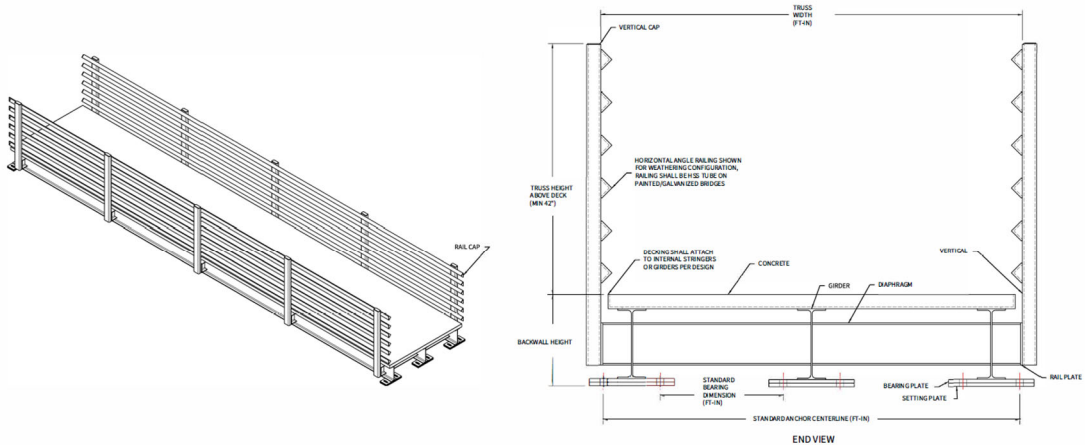
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9. SHOP WELDING SHALL CONFORM TO AWS D1.1 STEEL OR D1.2 ALUMINUM
10. ALL ELECTRICAL AND LIGHT HARDWARE INSTALLATION AND DESIGN ARE PROVIDED BY OTHERS UNLESS OTHERWISE SPECIFIED

\*SHIPPING CONFIGURATIONS SHALL VARY BASED ON DESIGN  
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**ELEVATION VIEW**



**END VIEW**

PROJECT NAME	BEAM, HZ RAIL, CONCRETE DECKING
PROJECT LOCATION	
CUSTOMER NAME	
CUSTOMER LOCATION	
PO #	

BRIDGE BROTHERS  
 W-1  
 SHEET 1 OF 1

- A19. For uniformity of bids please assume a truss bridge as shown.
- Q20. Since the City has adopted the policy of using a PLA for any job over \$5M, how does this potentially affect this project? The policy goes into effect as of July 1, 2024, is the effective date the advertised date, the bid date, award date or notice to proceed. This can make a large difference on a project this size.
- A20. This contract is not subject to Project Labor Agreement (PLA).
- Q21. On behalf of my team, I would like to request a 2 – 3 week extension on the bid date for this project if possible.
- A21. Contractor is to bid per the current opening date.
- Q22. Will protocol level surveys for California Gnatcatcher and Least Bell's Vireo be required as part of this contract and if so, does the City expect those to occur during spring 2024?
- A22. The protocol levels will be included in this contract. Contractor to reference back to MND, SDP, and biotech report (and US Fish & Wildlife protocols) for when the surveys are needed.
- Q23. Will the firm that provided the biological technical report and restoration plan be excluded from bidding on this contract?
- A23. The firm that provided the biotech report and restoration plan is not disqualified from bidding on the contract.
- Q24. Appendix I is for the 60 Month Long-Term Maintenance and Monitoring Agreement. We have been turned down by 2 different C-27 licensed Contractors so far because of this requirement. We would be willing to take this on ourselves but we are not a C-27 contractor as required by the appendix. Would the City consider removing the C-27 requirement so that we can self perform the maintenance and monitoring on this project?
- A24. C-27 requirement will remain.
- Q25. Bid Item 78: Manholes (PVC Lined, 5 ft x 3 ft) states a total quantity of 49 structures. The plans indicate new manholes varying in size of 4'x3', 5'x3', and 6'x3'. Per our takeoffs, a final count of 50 structures was



concluded. (7) 4'x3' structures. (39) 5'x3' structures. (4) 6'x3' structures. There are no bid items acknowledging 4'x3' & 6'x3' sized manhole structures.

1. Please confirm the individual count of new manholes, based upon respective size(s), being requested by the owner.
2. Please confirm measurement & payment of new manholes, based upon respective size(s), being requested by the owner.
3. Please confirm the individual count manhole rehabilitations being requested by the owner.

A25. The bid list has been revised to reflect the correct number of manholes on the plans. SEE Section F - ADDITIONAL CHANGES, item 1 of this Addendum.

Q26. Bid Items 75 & 85 appear to be duplicates for the same sections of 30" Steel Casing. Bid Item #75 calls for 30" steel casing with 18" PVC Carrier pipe between manholes 197Z and 196Z which is what the plans show on page C-17. Bid Item #85 calls for tunneling of 30" steel casing with 18" carrier pipe between the same manholes 197Z and 196Z. there are no launch or receive pits called out on page C-17. Can you please clarify which Bid Item is to be used for this section of casing pipe?

A26. The bid item of "Sewer Main with Steel Casing (18 Inch, PVC SDR-35, 30 inch min casing) between MH 197Z and MH 196Z)" has been deleted. SEE Section F - ADDITIONAL CHANGES, item 1 of this Addendum.

Q27. Can the 6-Inch thick Enviroflex® ACB be considered an approved equal product for the ACB Revetment System in Section 32 1413 within the bid documents for the subject project?

A27. Bid per Plans.

**C. REQUIRED DOCUMENTS SCHEDULE**

1. To the **Required Documents Schedule During Bidding and Awarding Table**, page 5, **ADD** the following:

15.	In-Use Off-Road Diesel Fueled Fleet Regulation (OFF-ROAD REGULATION) Compliance	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
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## D. ATTACHMENTS

1. To Attachment E, Supplementary Special Provisions, Appendices, APPENDIX G - **TECOLOTE GOLF COURSE RESTORATION EXHIBITS, PART 2 – PRODUCTS, sub-item 2.7**, page 155, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 2.7 IRRIGATION FACILITIES. Material, size, and specification of all removed irrigation items shall be determined and recorded during the removal process to replace in kind. Irrigation facilities to be replaced shall conform to Section 800 of the Greenbook and modified per Section 800 of the Whitebook.
2. To Attachment E, Supplementary Special Provisions, Appendices, APPENDIX H - 25 MONTH LONG-TERM MAINTENANCE AND MONITORING AGREEMENT, **Section 4 – COMPENSATION, sub-item 4.1**, page 270, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 4.1. **Maximum Compensation.** The compensation for this LTMMA shall not exceed **CONTRACTOR’S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.**
3. To Attachment E, Supplementary Special Provisions, Appendices, APPENDIX I - 60 MONTH LONG-TERM MAINTENANCE AND MONITORING AGREEMENT, **Section 4 – COMPENSATION, sub-item 4.1**, page 288, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 4.1. **Maximum Compensation.** The compensation for this LTMMA shall not exceed **CONTRACTOR’S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT – TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.**
4. To Attachment F, **RESERVED**, page 424, **DELETE** in their entirety and **SUBSTITUTE** with pages 11 through 14 of this Addendum

## E. CERTIFICATIONS AND FORMS

1. To Certifications and Forms, **ADD, IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE**, page 15 of this Addendum.

**F. ADDITIONAL CHANGES**

- The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Quantity	Payment Reference
<del>Main Bid - Sewer</del>	<del>23710</del>	<del>Stream Crossing 4</del>	<del>LS</del>	<del>4</del>	<del>301-7.4</del>
<del>Main Bid - Sewer</del>	<del>237110</del>	<del>Sewer Main with Steel Casing (18 Inch, PVC SDR-35, 30 Inch min Casing) Between MH 197Z and MH 196Z)</del>	<del>LF</del>	<del>125</del>	<del>306-15.1</del>
Main Bid - Sewer	237110	Manholes (PVC Lined, 5 ft x 3 ft)	EA	<del>49</del> <u>47</u>	306-16.6
<u>Main Bid - Sewer</u>	<u>237110</u>	<u>Manholes (PVC Lined, 6 ft x 3 ft)</u>	<u>EA</u>	<u>4</u>	<u>306-16.6</u>
<u>Main Bid - Sewer</u>	<u>237110</u>	<u>Manholes (PVC Lined, 4 ft x 3 ft)</u>	<u>EA</u>	<u>9</u>	<u>306-16.6</u>
Main Bid - Sewer	237110	Rehabilitate Existing Manhole	EA	<del>19</del> <u>21</u>	502-8

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *February 9, 2024*  
San Diego, California

RA/MJN/na/rs

**ATTACHMENT F**  
**IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION)**  
**COMPLIANCE**

## ATTACHMENT F

### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

The California Air Resources Board (CARB) approved amendments to the Off-Road Regulations which can be found at 13 California Code of Regulations (CCR) sections 2449, 2449.1, and 2449.2. These amendments apply to any person, business, or government agency who owns or operates within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road. See 13 CCR section 2449 (b) for the full list of vehicles covered by these Off-Road Regulations.

Beginning **January 1, 2024**, Contractor shall be subject to the requirements below. No Contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall comply with the following requirements:

- (1) For a project involving the use of vehicles subject to the Off-Road Regulation, Contractor must obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR section 2449(n), for the fleet selected for this Contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet and provide copies of such Certificates of Reported Compliance to the City within 10 days of issuance of the Notice of Intent to Award letter. Contractor shall enter into a contract with a fleet for which it does not have a valid Certificates of Reported Compliance for the fleet and its listed subcontractors. City shall not enter into a contract with Contractor until all current Certificates of Reported Compliance for the fleet to be used on this Project are provided by Contractor.
- (2) The Certificates of Reported Compliance received by Contractor for this Project must be retained by Contractor for three years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five business days of the request. Additionally, upon request by City, these records must be produced to City within five business days of the request.
- (3) For emergency contracts that meet the definition of "emergency operations" as defined in 13 CCR section 2449(c)(18), they are exempt from the requirements in 13 CCR section 2449(i)(1)-(3) and sections (1) and (2) above, but must still retain records verifying vehicles subject to the regulation that are operating on the "emergency operations" project are actually being operated on the project for "emergency operations" only. These records, as described in more detail below in section (B) must be retained by Contractor for three years after completion of the Project and upon request from either CARB or the City, Contractor shall provide those records to the requesting party within five business days. All other emergency contracts that do not meet the definition of "emergency operations" must comply with the requirements above and 13 CCR section 2449(i)(1) – (3).

- A. "Emergency Operations" is defined as:
1. Any activity for a project conducted during emergency, life threatening situations, where a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or an essential public service; or in conjunction with any officially declared disaster or state of emergency, as declared by an authorized health officer, agricultural commissioner, fire protection officer, or other authorized health officer;
  2. Any activity for a project conducted by essential service utilities to provide electricity, natural gas, telephone, water, or sewer during periods of service outages and emergency; or
  3. Operations including repairing or preventing damage to roads, buildings, terrain, and infrastructure as a result of an earthquake, flood, storm, fire, other infrequent act of nature, or terrorism. Routine maintenance or construction to prevent public health risks does not constitute emergency operations under the Off-Road Regulations.
- B. The records retained by Contractor for "emergency operations" projects must include:
1. A description of the emergency;
  2. The address or a description of the specific location of the emergency;
  3. The dates on which the emergency operations were performed; and
  4. An attestation by the fleet that the vehicles are operated on the Project for "emergency operations" only.

Beginning **January 1, 2024**, Contractor is also subject to the requirements described in 13 CCR section 2449(j).

- (1) Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in 13 CCR section 2449(n), from all fleets that have an ongoing contract with Contractor as of March 1 of that year. Contractors shall not write contracts to evade this requirement.
- (2) Contractor shall only allow fleets with valid Certificates of Reported Compliance on the Contractor's job sites.
- (3) If Contractor discovers that any fleet intending to operate vehicles subject to this regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in 13 CCR section 2449(n), or if Contractor observes any noncompliant vehicles subject to the regulation on Contractor's job site, then Contractor must report the that to CARB at <https://calepacomplaints.secure.force.com/complaints/Complaint>, or email [dieselcomplaints@arb.ca.gov](mailto:dieselcomplaints@arb.ca.gov), for each fleet without a valid Certificate of Reported Compliance or each noncompliant vehicle, as applicable, within five business days of such discovery. See 13 CCR 2449(n) for the

information required to be disclosed to CARB when reporting non-compliance.

- (4) Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for Contractor.
- (5) Contractor shall prominently display signage for any project where vehicles subject to this Off-Road Regulation will operate for 8 calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. An exemption to this posting requirement is permitted if the operational time of a project is 7 calendar days or less. The signage must include the following language, verbatim:

- (A) Who does the In-Use Off-Road Regulation Apply to?

The In-Use Off-Road Diesel-Fueled Fleets Regulation (Off-Road Regulation) applies to all self-propelled off-road diesel vehicles 25 horsepower or greater and most two-engine vehicles (except on-road two-engine sweepers) owned or operated in California. This includes vehicles that are rented or leased (rental or leased fleets)."

- (B) "In-Use Off-Road Regulation Requirements

Idling Limit: Vehicles cannot idle longer than five minutes. There are exceptions for vehicles that need to idle to perform work.

Labeling: Vehicles must be labeled with a CARB assigned equipment identification number (EIN). The EIN shall be white on a red background, unless the vehicle is part of a captive attainment area fleet, in which case the EIN shall be white on a green background.

The EIN shall be located in clear view on both sides of the outside of the vehicle."

## CONTRACTOR CERTIFICATION

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### IN-USE OFF-ROAD DIESEL FUELED FLEET REGULATION (OFF-ROAD REGULATION) COMPLIANCE

I hereby certify that Contractor is familiar with the requirements 13 CCR 2449, 2449.1, and 2449.2, as well as Attachment F, CARB, and that Contractor shall comply with these requirements.

I further certify that each of the Contractor's listed subcontractors is familiar with these requirements and shall also comply.



# City of San Diego

CITY CONTACT: Rosa I. Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM B



**FOR**

## TECOLOTE CANYON TRUNK SEWER IMPROVEMENT & GOLF COURSE WATER CONNECTION

BID NO.: K-24-2217-DBB-3-C  
SAP NO. (WBS/IO/CC): S-15020, B-15203  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 2, 6, 7  
PROJECT TYPE: JB, KA

### **BID DUE DATE:**

**2:00 PM  
FEBRUARY 20, 2024**

**CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

**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. Addendum A Q8. A8. Changed the total mandatory SLBE-ELBE Sub participation percentages to 15%. Can you please provide a breakdown of the percentage for the SLBE-ELBE participation that will equal to 15%?

A1. The breakdown of SLBE/ELBE Subcontractor participation percentages are advisory. The overall Mandatory Subcontracting participation goal can be met through a combination of SLBE and/or ELBE firms. A recommended breakdown has been provided in section C of this Addendum.

**C. NOTICE INVITING BIDS**

1. To section 8, SUBCONTRACTING PARTICIPATION PERCENTAGES, **subsection 8.1.**, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

- |                                  |              |
|----------------------------------|--------------|
| 1. SLBE participation            | <b>5.7%</b>  |
| 2. ELBE participation            | <b>9.3%</b>  |
| 3. Total mandatory participation | <b>15.0%</b> |

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *February 12, 2024*  
San Diego, California

RA/MJN/na

## Bid Results

### Bidder Details

**Vendor Name** J. R. Filanc Construction Co., Inc.  
**Address** 740 N. Andreasen Drive  
 Escondido, California 92029  
 United States  
**Respondee** Bob Zaiser  
**Respondee Title** Vice President  
**Phone** 760-941-7130  
**Email** bids@filanc.com  
**Vendor Type** CADIR  
**License #** 134877  
**CADIR** 1000001631

### Bid Detail

**Bid Format** Electronic  
**Submitted** 02/20/2024 1:49 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 363676

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Contractors Cert of Pending Actions.pdf	Contractors Cert of Pending Actions.pdf	Contractor's Certification of Pending Actions
Subcontractor for Alternates.pdf	Subcontractor for Alternates.pdf	Subcontractor Listing for Alternate Items
Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests.pdf	Mandatory Disclosure of Business Interests
Prime Debarment .pdf	Prime Debarment .pdf	Prime - Debarment and Suspension Certification
Vendor Debarment.pdf	Vendor Debarment.pdf	Subcontractor - Debarment and Suspension Certification
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

## Subcontractors

Showing 11 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Bonita Pipeline</b> 140 North Glover Ave Chula Vista, California 91910	Constructor; SLBE, Water and Sewer Improvements, Sewer Bypass, Manhole Construction, Tunneling/Launchin Pits	817325	1000018819	\$5,928,000.00	DVBE, DBE, HUBZ, MBE, CADIR, SDVSB, SDB, LAT, MALE, Local
<b>Busby Biological Services, Inc.</b> 4629 Cass Street #192 San Diego, California 92109	Consultant; ELBE, Bio Monitoring	000000	1000981623	\$344,000.00	DBE, SDB, WBE, ELBE, FEM, WOSB, CAU, Local
<b>Golden State Boring &amp; Pipe Jacking</b> 7000 Merrill Ave. Box 40 Chino, California 91710	Constructor; Tunneling	678500	1000005788	\$7,082,000.00	
<b>Golden Triangle Land Surveying, Inc</b> 1298 Navel Place Vista, California 92081	Consultant; ELBE, Survey	00000	1000015071	\$121,000.00	ELBE, Local
<b>Habitat Restoration Sciences, Inc.</b> 1217 Distribution Way Vista, California 92081	Constructor; Landscape	842661	1000003125	\$1,302,442.00	PQUAL, CADIR, Local
<b>Nu-Line Technologies, LLC</b> 1325 Pipeline Dr Vista, California 92081	Constructor; Pipe Relining	997520	1000003808	\$1,198,556.00	CADIR, MBE, WBE, FEM, Local
<b>REC TRUCKING INC DBA AR CONCR</b> PO BOX 1456 Chula vista, California 91912	Constructor; ELBE, Trucking	1087615	1000040647	\$1,590,000.00	ELBE, DBE, CADIR, MALE, LAT, Local
<b>Red Tail Research and Monitoring, Ir</b> 25 Epie Hill Road Santa Ysabel, California 92070	Consultant; SLBE, Archeo/Paleo	000000	1000031633	\$328,000.00	DBE, MBE, ELBE, NAT, MALE, Local
<b>SPECS Civil Solutions, Inc.</b> 1106 Second Street #1106 Encinitas, California 92024	Supplier/Manufactu SLBE; Bridge and AmorFlex	000000	0000000000	\$255,440.00	WBE, DBE, FEM, WOSB, CAU, SLBE, Local
<b>SealRight Paving, Inc.</b> 9053 Olive Dr. Spring Valley, California 91977	Constructor; SLBE, Paving	364113	1000039542	\$176,000.00	MBE, CADIR, DBE, MALE, LAT, PQUAL, SLBE, Local
<b>Vic Salazar Communications</b> 5205 Kearny Villa Way Suite 107 San Diego, California 92123	Consultant, ELBE; Community Liaison	00000	1000364796	\$225,000.00	DBE, MBE, CADIR, ELBE, MALE, LAT, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid - Water							\$1,435,445.00		
1	524126		Bonds (Payment and Performance) (Water)	LS	1	\$23,000.00	\$23,000.00	Yes	
2	237110		Specialty Inspection Paid For By the Contractor (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
3	541820		Exclusive Community Liaison Services (Water)	LS	1	\$49,000.00	\$49,000.00	Yes	
4	541690		Archaeological and Native American Monitoring Program (Water)	LS	1	\$40,000.00	\$40,000.00	Yes	
5	541690		Archaeological and Native American Mitigation and Curation (EOC Type I) (Water)	AL	1	\$5,000.00	\$5,000.00	Yes	
6	237110		Mobilization (Water)	LS	1	\$40,000.00	\$40,000.00	Yes	
7			Field Orders (EOC Type II) (Water)	AL	1	\$150,000.00	\$150,000.00	Yes	
8	237110		Abandon and Fill Existing Water Main (16 Inch) Outside of the Trench Limit	LF	260	\$69.00	\$17,940.00	Yes	
9	237110		CMLC & TC Water Main ( 16 Inch), VAR, Test Stations, and Appurtenances	LF	595	\$729.00	\$433,755.00	Yes	
10	237110		Butterfly Valve (16 Inch, Class 150B)	EA	1	\$11,000.00	\$11,000.00	Yes	
11	237110		Butterfly Valve (30 Inch, Class 150B)	EA	2	\$30,800.00	\$61,600.00	Yes	
12	237110		Water Valve Bypass for T-Mainline 16 Inch and Larger	EA	1	\$17,000.00	\$17,000.00	Yes	
13	237110		Air and Vacuum (Air Release) Valve Assembly (4 Inch, Class 250)	EA	1	\$19,000.00	\$19,000.00	Yes	
14	237110		Blow-Off Valve Assembly (4 Inch)	EA	1	\$8,000.00	\$8,000.00	Yes	
15	237110		Air and Vacuum (Air Release) Valve Assembly (2 Inch, Class 250)	EA	1	\$11,000.00	\$11,000.00	Yes	
16	237110		Imported Trench Backfill (Water)	TON	225	\$54.00	\$12,150.00	Yes	
17	237110		Contractor Furnished Materials for City Forces Connection, Cut and Plug and Cut-In Work for 30-inch Transmission Main to the 16-inch Steel Pipeline per Detail 1 Sheet 40. Excluding Butterfly Valves	LS	1	\$170,000.00	\$170,000.00	Yes	
18	237110		Connections to The Existing System by Contractor (16 Inch)	EA	1	\$19,000.00	\$19,000.00	Yes	
19	237110		Connections to The Existing System by Contractor (30 Inch)	EA	2	\$6,000.00	\$12,000.00	Yes	
20	237110		Cut-in Tee by Contractor (30"x30"x16")	EA	1	\$32,000.00	\$32,000.00	Yes	
21	237110		Cut and Plug by Contractor (30 Inch)	EA	2	\$10,000.00	\$20,000.00	Yes	
22	541330		SWPPP Development (Water)	LS	1	\$15,000.00	\$15,000.00	Yes	
23	237310		SWPPP Implementation (Water)	LS	1	\$127,000.00	\$127,000.00	Yes	
24	541330		SWPPP Permit Fee (EOC Type I) (Water)	AL	1	\$1,000.00	\$1,000.00	Yes	
25	561730		Golf Course Restoration (Water)	LS	1	\$131,000.00	\$131,000.00	Yes	
Main Bid - Sewer							\$44,757,802.83		
26	524126		Bonds (Payment and Performance) (Sewer)	LS	1	\$315,000.00	\$315,000.00	Yes	
27	237110		Dewatering Permit and Discharge Fees (EOC Type I)	AL	1	\$50,000.00	\$50,000.00	Yes	
28	237110		Dewatering Non-Hazardous Contaminated Water	LS	1	\$2,833,588.00	\$2,833,588.00	Yes	
29	541820		Exclusive Community Liaison Services (Sewer)	LS	1	\$205,000.00	\$205,000.00	Yes	
30	238910		Preparation of Waste Management Form	LS	1	\$23,000.00	\$23,000.00	Yes	
31	541690		Archaeological and Native American Monitoring Program (Sewer)	LS	1	\$165,000.00	\$165,000.00	Yes	
32	541690		Paleontological Monitoring Program	LS	1	\$170,000.00	\$170,000.00	Yes	
33	541690		Suspension of Work - Resources	DAY	5	\$14,000.00	\$70,000.00	Yes	
34	541690		Archaeological and Native American Mitigation and Curation (EOC Type I) (Sewer)	AL	1	\$25,000.00	\$25,000.00	Yes	
35	541690		Paleontological Mitigation and Excavation	CY	4500	\$14.00	\$63,000.00	Yes	
36	237110		Mobilization (Sewer)	LS	1	\$1,300,000.00	\$1,300,000.00	Yes	
37			Field Orders (EOC Type II) (Sewer)	AL	1	\$1,914,665.00	\$1,914,665.00	Yes	
38	237110		Field Office Class "A"	LS	1	\$176,000.00	\$176,000.00	Yes	
39	561730		Golf Course Restoration (Sewer)	LS	1	\$985,000.00	\$985,000.00	Yes	
40	334290		Remote Control Camera Inspection (EOC Type II)	AL	1	\$18,228.00	\$18,228.00	Yes	
41	237110		Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	\$3,237,000.00	\$3,237,000.00	Yes	
42	238910		Clearing and Grubbing	LS	1	\$1,815,000.00	\$1,815,000.00	Yes	
43	238910		Manhole Access Improvements-Clear Weeds/Brush from Main Access Road to Manhole Along Existing Access Path.	SF	16280	\$2.40	\$39,072.00	Yes	
44	238910		Manhole Access Improvements-Clear and Grub/Grade Access Path from Main Access Road to Manhole. Clear Around Manhole.	SF	19155	\$2.75	\$52,676.25	Yes	
45	238910		Main Access Road Improvements-Trim Tree Branches to Provide 8' Min. Clearance	LF	1865	\$27.32	\$50,951.80	Yes	
46	238910		Main Access Road Improvements-Clear Vegetation from Access Road to Reestablish Full Road Width (Average 4' Wide)	SF	5450	\$4.61	\$25,124.50	Yes	
47	238910		Main Access Road Improvements-Repair Rutting (assume 8' wide by 12" deep)	CY	164	\$100.00	\$16,400.00	Yes	
48	238910		Main Access Road Improvements-Clear/Minor Grade Access Road to Provide 8' Width. Install Erosion Control.	SF	20312	\$2.44	\$49,561.28	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
49	237310		Stream Crossing 5	LS	1	\$68,000.00	\$68,000.00	Yes	
50	237310		Stream Crossing 6	LS	1	\$112,000.00	\$112,000.00	Yes	
51	237310		Stream Crossing 7	LS	1	\$87,000.00	\$87,000.00	Yes	
52	238910		Construct Gravity Retaining Wall	LF	940	\$429.00	\$403,260.00	Yes	
53	237110		Abandon and Fill Existing Sewer Main (18 Inch) Outside of the Trench Limit	LF	895	\$38.00	\$34,010.00	Yes	
54	237110		Abandon and Fill Existing Sewer Main ( 21 Inch) Outside of the Trench Limit	LF	1494	\$48.00	\$71,712.00	Yes	
55	237110		Abandon Existing Manhole Outside of the Trench Limit	EA	22	\$3,000.00	\$66,000.00	Yes	
56	237110		Abandon Existing Manhole Outside of the Trench Limit, Manholes 74, 75,79, and 80.	EA	4	\$4,300.00	\$17,200.00	Yes	
57	237110		Sewer Main (8 Inch, PVC SDR-35)	LF	402	\$285.00	\$114,570.00	Yes	
58	237110		Sewer Main (10 Inch, PVC SDR-35)	LF	46	\$612.00	\$28,152.00	Yes	
59	237110		Sewer Main (12 Inch, PVC SDR-35)	LF	69	\$600.00	\$41,400.00	Yes	
60	237110		Sewer Main (18 Inch, PVC SDR-26)	LF	2387	\$770.00	\$1,837,990.00	Yes	
61	237110		Sewer Main (18 Inch, PVC SDR-35)	LF	1772	\$640.00	\$1,134,080.00	Yes	
62	237110		Sewer Main (21 Inch, PVC SDR-35)	LF	446	\$630.00	\$280,980.00	Yes	
63	237110		Sewer Main (24 Inch, PVC SDR-35)	LF	3479	\$495.00	\$1,722,105.00	Yes	
64	237110		Sewer Main (24 Inch, PVC SDR-26)	LF	1061	\$635.00	\$673,735.00	Yes	
65	237110		Sewer Main (27 Inch, PVC SDR-35)	LF	792	\$580.00	\$459,360.00	Yes	
66	237110		Sewer Main (27 Inch, PVC SDR-26)	LF	998	\$810.00	\$808,380.00	Yes	
67	237110		Sewer Main (30 Inch, PVC SDR-35)	LF	1201	\$876.00	\$1,052,076.00	Yes	
68	237110		Sewer Main (30 Inch, PVC SDR-26)	LF	688	\$890.00	\$612,320.00	Yes	
69	237110		Sewer Main with Steel Casing (18 Inch, PVC SDR-26, 30 inch min casing) between MH 195 and MH 97Z)	LF	100	\$1,230.00	\$123,000.00	Yes	
70	237110		Sewer Main with Steel Casing (27 Inch, PVC SDR-35, 42 inch min casing) between MH 378 and MH 375	LF	300	\$1,490.00	\$447,000.00	Yes	
71	237110		Sewer Main with Steel Casing (27 Inch, PVC SDR-35, 42 inch min casing) between MH 375 and MH 307A	LF	300	\$1,490.00	\$447,000.00	Yes	
72	237110		Sewer Main with Steel Casing (30 Inch, PVC SDR-26, 44 inch min casing) between MH 47A and MH 58	LF	100	\$1,660.00	\$166,000.00	Yes	
73	237110		Sewer Main with Steel Casing (24 inch, PVC SDR-35, 38 inch min casing) between MH 266 and MH 268A	LF	30	\$1,525.00	\$45,750.00	Yes	
74	237110		Engineered Trench Shoring	LS	1	\$1,360,000.00	\$1,360,000.00	Yes	
75	237110		Imported Trench Backfill (Sewer)	TON	25900	\$32.00	\$828,800.00	Yes	
76	237110		Manholes (PVC Lined, 5 ft x 3 ft)	EA	47	\$28,615.00	\$1,344,905.00	Yes	
77	237110		Manholes (PVC Lined, 6 ft x 3 ft)	EA	4	\$38,857.00	\$155,428.00	Yes	
78	237110		Manholes (PVC Lined, 4 ft x 3 ft)	EA	9	\$21,000.00	\$189,000.00	Yes	
79	237110		TUNNELING: PVC Sewer Main with Steel Casing (27 Inch, 42 inch min casing) from MH 307Z to MH 394Z	LF	440	\$3,000.00	\$1,320,000.00	Yes	
80	237110		Launching Pit from MH 307Z to MH 394Z	EA	1	\$60,000.00	\$60,000.00	Yes	
81	237110		Receiving Pit from MH 307Z to MH 394Z	EA	1	\$42,000.00	\$42,000.00	Yes	
82	237110		TUNNELING: PVC Sewer Main with Steel Casing (21 Inch, 34 inch min. casing) from MH 259Z to MH 259Y	LF	172	\$2,015.00	\$346,580.00	Yes	
83	237110		Launching Pit from MH 259Z to MH 259Y	EA	1	\$70,000.00	\$70,000.00	Yes	
84	237110		Receiving Pit from MH 259Z to MH 259Y	EA	1	\$40,000.00	\$40,000.00	Yes	
85	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 197Z to MH 196Z	LF	115	\$2,150.00	\$247,250.00	Yes	
86	237110		Launching Pit from MH 197Z to MH 196Z	EA	1	\$66,000.00	\$66,000.00	Yes	
87	237110		Receiving Pit from MH 197Z to MH 196Z	EA	1	\$54,000.00	\$54,000.00	Yes	
88	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 92Z to MH 90	LF	466	\$1,795.00	\$836,470.00	Yes	
89	237110		Launching Pit from MH 92Z to MH 90	EA	1	\$65,000.00	\$65,000.00	Yes	
90	237110		Receiving Pit from MH 92Z to MH 90	EA	1	\$43,000.00	\$43,000.00	Yes	
91	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 89Z to MH 88Z	LF	415	\$1,810.00	\$751,150.00	Yes	
92	237110		Launching Pit from MH 89Z to MH 88Z	EA	1	\$63,000.00	\$63,000.00	Yes	
93	237110		Receiving Pit from MH 89Z to MH 88Z	EA	1	\$48,000.00	\$48,000.00	Yes	
94	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 88Z to MH 330Z	LF	338	\$1,840.00	\$621,920.00	Yes	
95	237110		Launching Pit from MH 88Z to MH 330Z	EA	1	\$61,000.00	\$61,000.00	Yes	
96	237110		Receiving Pit from MH 88Z to MH 330Z	EA	1	\$61,000.00	\$61,000.00	Yes	
97	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 174 to MH 268Z	LF	330	\$1,845.00	\$608,850.00	Yes	
98	237110		Launching Pit from MH 174 to MH 268Z	EA	1	\$90,000.00	\$90,000.00	Yes	



Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
99	237110		Receiving Pit from MH 174 to MH 268Z	EA	1	\$45,000.00	\$45,000.00	Yes	
100	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 268Z to MH 270Z	LF	739	\$1,805.00	\$1,333,895.00	Yes	
101	237110		Launching Pit from MH 268Z to MH 270Z	EA	1	\$72,000.00	\$72,000.00	Yes	
102	237110		Receiving Pit from MH 268Z to MH 270Z	EA	1	\$40,000.00	\$40,000.00	Yes	
103	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 270Z to MH 271Z	LF	92	\$2,270.00	\$208,840.00	Yes	
104	237110		Launching Pit from MH 270Z to MH 271Z	EA	1	\$61,000.00	\$61,000.00	Yes	
105	237110		Receiving Pit from MH 270Z to MH 271Z	EA	1	\$51,000.00	\$51,000.00	Yes	
106	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 271Z to MH 47Z	LF	790	\$1,750.00	\$1,382,500.00	Yes	
107	237110		Launching Pit from MH 271Z to MH 47Z	EA	1	\$90,000.00	\$90,000.00	Yes	
108	237110		Receiving Pit from MH 271Z to MH 47Z	EA	1	\$40,000.00	\$40,000.00	Yes	
109	237110		TUNNELING: PVC Sewer Main with Steel Casing (18 Inch, 30 inch min. casing) from MH 76Z to MH 74Z	LF	670	\$1,765.00	\$1,182,550.00	Yes	
110	237110		Launching Pit from MH 76Z to MH 74Z	EA	1	\$76,000.00	\$76,000.00	Yes	
111	237110		Receiving Pit from MH 76Z to MH 74Z	EA	1	\$55,000.00	\$55,000.00	Yes	
112	238990		Video Recording of Existing Conditions	LS	1	\$17,000.00	\$17,000.00	Yes	
113	237110		Point Repair for Existing Sewer Main (15 Inch) Per DTL 4	EA	3	\$32,000.00	\$96,000.00	Yes	
114	237110		Rehabilitate Sewer Main (15 Inch)	LF	6389	\$212.00	\$1,354,468.00	Yes	
115	237110		Allowance for Revegetation along manholes 76, 344, 345, 306B and 70	AL	1	\$15,000.00	\$15,000.00	Yes	
116	237110		Rehabilitate Existing Manhole	EA	21	\$28,500.00	\$598,500.00	Yes	
117	541330		Traffic Control and Engineered Traffic Control Plans	LS	1	\$121,000.00	\$121,000.00	Yes	
118	238990		Remove and Replace Miscellaneous Hardscape With Topsoil	LS	1	\$113,000.00	\$113,000.00	Yes	
119	561730		Tree Relocation	LS	1	\$23,000.00	\$23,000.00	Yes	
120	561730		Irrigation System	LS	1	\$6,000.00	\$6,000.00	Yes	
121	237310		Temporay Construction Access Bridge	LS	1	\$92,000.00	\$92,000.00	Yes	
122	541330		25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$138,000.00	\$138,000.00	Yes	
123	541330		60-Month Revegetation Maintenance and Monitoring Program	LS	1	\$1,360,000.00	\$1,360,000.00	Yes	
124	541330		Biological Monitoring and Reporting	LS	1	\$600,000.00	\$600,000.00	Yes	
125	541330		SWPPP Development (Sewer)	LS	1	\$17,000.00	\$17,000.00	Yes	
126	237310		SWPPP Implementation (Sewer)	LS	1	\$1,250,000.00	\$1,250,000.00	Yes	
127	541330		SWPPP Permit Fee (EOC Type I) (Sewer)	AL	1	\$7,350.00	\$7,350.00	Yes	
128	237310		Prefabricated Modular Steel Bridges	LS	1	\$285,000.00	\$285,000.00	Yes	
129	237310		Cast-in-Place Concrete Bridge Decks	LS	1	\$35,000.00	\$35,000.00	Yes	
130	237310		Cast-in-Place Bridge Abutments	LS	1	\$86,000.00	\$86,000.00	Yes	
131	237310		Bridge Erection	LS	1	\$62,000.00	\$62,000.00	Yes	
132	237310		Bridge Removal	LS	1	\$18,000.00	\$18,000.00	Yes	
Additive Alternate A							\$199,675.00		
133	237310		Asphalt Concrete Overlay (2 inch)	TON	823	\$157.00	\$129,211.00	Yes	
134	237310		Cold Milling AC Pavement (2 inch)	SF	70464	\$1.00	\$70,464.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid - Water	\$1,435,445.00
Main Bid - Sewer	\$44,757,802.83
Additive Alternate A	\$199,675.00
<b>Grand Total</b>	<b>\$46,392,922.83</b>

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: Filanc

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____	N/A. There are no	"other than first tier"	subcontractors identified at this	time.
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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