

# City of San Diego

CONTRACTOR'S NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
CITY CONTACT: Clementina Giordano - Contract Specialist, Email: [cgiordano@san-diego.gov](mailto:cgiordano@san-diego.gov)  
Ph. No. (619) 533-3481 - Fax No. (619) 533-3633  
JGUISE / AREYES / LS



## CONTRACT DOCUMENTS

## FOR

## FONTAINE STREET STORM DRAIN PHASE III

VOLUME 1 OF 2

BID NO.:	<u>L-14-1109-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>B-00607</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>7</u>
PROJECT TYPE:	<u>CA</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

**BID DUE DATE:**

**1:30 PM  
AUGUST 13, 2013  
CITY OF SAN DIEGO  
PUBLIC WORKS DEPARTMENT  
1010 SECOND AVENUE, SUITE 1400, MS 614C  
SAN DIEGO, CA 92101**

# ENGINEER OF WORK

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

  
\_\_\_\_\_  
For City Engineer

6-20-13  
\_\_\_\_\_  
Date

Seal



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# CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. **LIMITED COMPETITION:** This contract may only be bid by the Contractors on the City's approved SLBE-ELBE Construction Contractors List. For information regarding the SLBE-ELBE Construction Program and registration visit the City's web site: <http://www.sandiego.gov>.
2. **RECEIPT AND OPENING OF BIDS:** Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on **Fontaine Street Storm Drain Phase III** (Project).
3. **DESCRIPTION OF WORK:** The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:

The Proposed project would replace-in-place 220 linear feet of existing 24 inch corrugated metal pipe (CMP) with 24 inch reinforced concrete pipe (RCP) and new storm water structures for storm water conveyance. The storm drain is located in an environmentally sensitive canyon and includes work to repair the canyon slope that was eroded due to the damaged existing storm drain.

**3.1.** The Work shall be performed in accordance with:

**3.1.1.** This Notice Inviting Bids and Plans numbered **34417-1-D** through **34417-3-D**, inclusive.

#### 4. **EQUAL OPPORTUNITY**

**4.1.** To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entirety and SUBSTITUTE with the following:

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

###### **1. Nondiscrimination in Contracting Ordinance.**

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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



The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.

2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees 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. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees 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. The Contractor, Subcontractors and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and 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 of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.

3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
  1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
  2. The Contractor reviews its EEO Policy, at least annually, with all on-site supervisors involved in employment decisions.
  3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
  4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
  5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
  6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
  7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
  8. The Contractor disseminates its EEO Policy to union and community organizations.
  9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
  10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and

provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.

11. The Contractor maintains 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.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures 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.

## **5. SUBCONTRACTING PARTICIPATION PERCENTAGES.**

- 5.1. The City has incorporated voluntary subcontractor participation percentage to enhance competition and maximize subcontracting opportunities as follows.
- 5.2. The following voluntary subcontractor participation percentage for DBE, DVBE, WBE, MBE, SLBE, and ELBE certified Subcontractors shall apply to this contract:

**Total voluntary subcontractor participation percentage for this project is  
22.3%.**

## **6. PRE-BID MEETING:**

- 6.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, pre-qualification process, and Equal Opportunity Contracting Program requirements and reporting procedures in the **Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on July 24<sup>th</sup>, 2013.**
- 6.2. All potential bidders are encouraged to attend.

6.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 533-3450 at least 5 Working Days prior to the Pre-Bid Meeting to ensure availability.

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

7.1. **Prior** to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers **must** register with Prism®, the City’s web-based contract compliance portal at:

<https://pro.prismcompliance.com/default.aspx>.

7.2. 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.

8. **CONSTRUCTION COST:** The City’s estimated construction cost for this contract is **\$253,000.00**.

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

**Rancho Mission Canyon across from 5625 Fontaine Street**

10. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **45 Working Days**.

11. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as **non-responsive** and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.

11.1. The City has determined the following licensing classifications for this contract:

- **CLASS A**

12. **JOINT VENTURE CONTRACTORS.** Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, “Joint Venture Contractors” in The WHITEBOOK for details.

13. **WAGE RATES:** Prevailing wages are not applicable to this contract.

14. **INSURANCE REQUIREMENTS:**

14.1. 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.

**14.2.** Refer to sections 7-3, “LIABILITY INSURANCE”, and 7-4, “WORKERS’ COMPENSATION INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

**15. PREQUALIFICATION OF CONTRACTORS:**

**15.1.** Contractors submitting Bid must be pre-qualified for the total amount proposed, inclusive of 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 will be deemed **non-responsive** and ineligible for award. Complete information and prequalification questionnaires are available at:

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

**15.2.** The completed questionnaire, financial statement, and bond letter or a copy of the contractor’s SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering & Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or [dstucky@sandiego.gov](mailto:dstucky@sandiego.gov).

**16. 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”)	2012	PITS070112-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)*	2012	PITS070112-02
City of San Diego Standard Drawings*	2012	PITS070112-03
Caltrans Standard Specifications	2010	PITS070112-04
Caltrans Standard Plans	2010	PITS070112-05
California MUTCD	2012	PITS070112-06
City Standard Drawings - Updates Approved for Use (when specified)*	Varies	Varies
Standard Federal Equal Employment Opportunity Construction Contract Specifications and the Equal Opportunity Clause Dated 09-11-84	1984	769023
NOTE: Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a>		

**17. CITY’S RESPONSES AND ADDENDA:** The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the

Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

- 18. 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.
- 19. CONTRACT PRICING FORMAT:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
- 20. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.
- 21. AWARD PROCESS:**
  - 21.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
  - 21.2.** 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.
  - 21.3.** This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
- 22. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid **non-responsive** and ineligible for award.
- 23. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracting Group.
- 24. QUESTIONS:**
  - 24.1.** The Director (or designee), of the Public Works Department is the officer responsible for opening, examining, and evaluating the competitive Bids submitted to the City for the acquisition, construction and completion of any public improvement except when otherwise set forth in these documents. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.

- 24.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
- 24.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
- 24.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
25. **ELIGIBLE BIDDERS:** 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.
26. **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 with the Notice Inviting Bids and Contract forms.
27. **PROPOSAL FORMS:** Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
- 27.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
- 27.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
- 27.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
- 27.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

**28. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):**

- 28.1.** With the exception of the contracts valued \$5,000 or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of \$250,000 or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than 10% of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
- 28.2.** The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of 10% of the amount of the Bid.
- 28.3.** A Bid received without the specified bid security will be rejected as being **non-responsive**.

**29. AWARD OF CONTRACT OR REJECTION OF BIDS:**

- 29.1.** This contract may be awarded to the lowest responsible and reliable Bidder.
- 29.2.** Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being non-responsive.
- 29.3.** The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
- 29.4.** Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
- 29.5.** A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsive in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."



- 29.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
- 29.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
- 29.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

**30. BID RESULTS:**

- 30.1. The Bid opening by the City 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 public announcement will be posted in the City's web page: <http://www.sandiego.gov/cip/index.shtml>, with the name of the newly designated Apparent Low Bidder.
- 30.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

**31. THE CONTRACT:**

- 31.1. 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.
- 31.2. 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.
- 31.3. 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.
- 31.4. 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.

**31.5.** 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. 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.

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

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

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

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

**33.3.** The City of San Diego Municipal Code §22.3004 for Pledge of Compliance.

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

**33.5.** 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.

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

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

**34. PRE-AWARD ACTIVITIES:**

**34.1.** The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as **non-responsive**.

**34.2.** If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

**35. SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for the items of Work such as extended re-vegetation maintenance and monitoring and emulsion aggregate slurry shall be signed upon the request from the Engineer and prior to Acceptance. The signed agreements shall be accompanied by the evidence of separate bond (i.e., labor and materials) and insurance as specified in 2-4, “CONTRACT BONDS,” 7-3, “LIABILITY INSURANCE,” and 7-4 WORKERS’ COMPENSATION INSURANCE. Bonds shall be in amount of the Contract Price for the Work included in the supplemental agreements.

**36. REQUIRED DOCUMENT SCHEDULE:**

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

**36.2.** 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	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid
2.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Bid Bond
3.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106
4.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Contractors Certification of Pending Actions
5.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Equal Benefits Ordinance Certification of Compliance
6.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA35 - List of Subcontractors
7.	BID SUBMITTAL DATE/TIME	ALL BIDDERS	Form AA40 - Named Equipment/Material Supplier List

<b>ITEM</b>	<b>WHEN DUE</b>	<b>FROM</b>	<b>DOCUMENT TO BE SUBMITTED</b>
8.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> <li>• Joint Venture Agreement</li> <li>• Joint Venture License</li> </ul>
9.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Form BB05 - Work Force Report
10.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Agreement
11.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
12.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements
13.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - Drug-Free Workplace
14.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractor Certification - American with Disabilities Act
15.	WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS	APPARENT LOW BIDDER	Contractors Standards - Pledge of Compliance

**CONTRACT FORMS**  
**AGREEMENT**

# CONTRACT FORMS AGREEMENT

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## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and PAL General Engineering, Inc., herein called "Contractor" for construction of Fontaine Street Storm Drain Phase III; Bid No. L-14-1109-DBB-2; in the amount of One Hundred Eighty-Seven Thousand One Hundred Forty-Nine and 00/100 Dollars (\$187,149.00), which is comprised of the Base Bid.

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 Notice Inviting Bids and the Supplementary Special Provisions (SSP).
  - (d) Supplemental Agreements.
  - (e) That certain documents entitled Fontaine Street Storm Drain Phase III, on file in the office of the Public Works Department as Document No. B-00607, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner Fontaine Street Storm Drain Phase III, Bid Number L-14-1109-DBB-2, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

**CONTRACT FORMS (continued)**

**AGREEMENT**


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

**THE CITY OF SAN DIEGO**

**APPROVED AS TO FORM AND LEGALITY**

Jan I. Goldsmith, City Attorney

By:   
Stephen Samara  
Senior Contract Specialist  
Public Works Contracting Group

By: 

Print Name: Heather L. Stroud  
Deputy City Attorney

Date: 11/5/2013

Date: November 4, 2013

**CONTRACTOR**

By: 

Print Name: Marla Jahshan

Title: President

Date: 8/20/2013

City of San Diego License No.: B2008032175

State Contractor's License No.: 916931

**CONTRACT/AGREEMENT  
ATTACHMENTS**



**CONTRACT ATTACHMENT  
PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

---

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

**PAL General Engineering, Inc.**, a corporation, as principal, and **The Hanover Insurance Company**, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Hundred Eighty-Seven Thousand One Hundred Forty-Nine and 00/100 Dollars (\$187,149.00)**, for the faithful performance of the annexed contract, and in the sum of **One Hundred Eighty-Seven Thousand One Hundred Forty-Nine and 00/100 Dollars (\$187,149.00)**, for the benefit of laborers and materialmen designated below.

**Conditions:**

If the Principal shall faithfully perform the annexed contract **Fontaine Street Storm Drain Phase III**, Bid Number **L-14-1109-DBB-2**, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq. 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.

**CONTRACT ATTACHMENT (continued)**  
**PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND**

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

Dated August 21, 2013

Approved as to Form and Legality

PAL General Engineering, Inc.

Principal

By 

Marla Jahshan, President

Printed Name of Person Signing for Principal

Jan I. Goldsmith, City Attorney

By 

Deputy City Attorney

The Hanover Insurance Company

Surety

By 

Attorney-in-fact

Matthew C. Gaynor

Approved:

By: 

Stephen Samara

Senior Contract Specialist

Public Works Contracting Group

2 MacArthur Place 2nd Floor

Local Address of Surety

Santa Ana, CA 92707

Local Address (City, State) of Surety

(714) 415-3808

Local Telephone No. of Surety

Premium \$ 2,133

Bond No. 1015517

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee**

of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

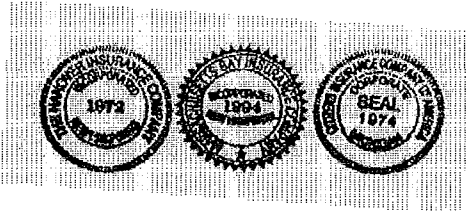
any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **21st** day of **April 2011**.



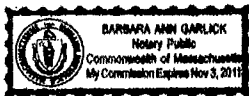
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mark Fitzgerald*  
Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF WORCESTER } ss.

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires November 3, 2011

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **21st** day of **August 2013**.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President

**ACKNOWLEDGMENT**

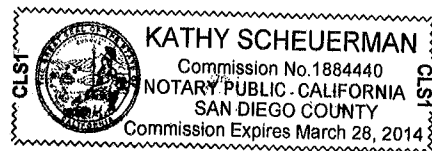
State of California  
County of San Diego )

On August 21, 2013 before me, Kathy Scheuerman, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor,  
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 Kathy Scheuerman (Seal)

## CONTRACTOR CERTIFICATION

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### DRUG-FREE WORKPLACE

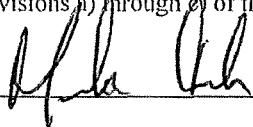
PROJECT TITLE: Fontaine Street Storm Drain Phase III

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

PAL General Engineering, Inc.

(Name under which business is conducted)

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 e) of the policy as outlined.

Signed 

Printed Name Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

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### AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

**PROJECT TITLE:** Fontaine Street Storm Drain Phase III

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

PAL General Engineering, Inc.

(Name under which business is conducted)

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.

Signed



Printed Name Marla Jahshan

Title President

## CONTRACTOR CERTIFICATION

---

### CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

PROJECT TITLE: Fontaine Street Storm Drain Phase III

I declare under penalty of perjury that I am authorized to make this certification on behalf of PAL General Engineering, Inc., as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4. ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than \$50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3224.

Dated this 20th Day of August, 2013.

Signed



Printed Name Marla Jahshan

Title President

**AFFIDAVIT OF DISPOSAL**

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

**Fontaine Street Storm Drain Phase III**  
(Name of Project)

as particularly described in said contract and identified as Bid No. **L-14-1109-DBB-2**; SAP No. (WBS/IO/CC) **B-00607** and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Dated this \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Contractor  
by

**ATTEST:**

State of \_\_\_\_\_  
County of \_\_\_\_\_

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

Notary Public in and for said County and State



**SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

## **SUPPLEMENTARY SPECIAL PROVISIONS**

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

- 1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
  - 2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).
- 

### **SECTION 2 - SCOPE AND CONTROL OF WORK**

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

1. You must perform, with your own organization, Contract work amounting to at least 50% of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a “B” License is required or allowed.

**2-7 SUBSURFACE DATA.** ADD the following:

1. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests of subsurface conditions at the Work Site:
  1. Geotechnical Investigation dated November 10, 2009 by Southern California Soil & Testing, Inc.
  2. Grading Recommendations dated February 13, 2012 by Southern California Soil & Testing, Inc.
2. The reports listed above are available for review in the Contract Appendix G.

### **SECTION 4 - CONTROL OF MATERIALS**

**4-1.6 Trade Names or Equals.** ADD the following:

You must submit your list of proposed substitutions for “an equal” (“or equal”) item(s) **no later than 5 Working Days after the determination of the Apparent Low Bidder** and on a City form when provided by the City.

## **SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF WORK**

### **6-2.1 Moratoriums.** To the City Supplements, ADD the following:

Do not work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:

- a) Moratorium for migratory bird breeding season inside of Rancho Mission Canyon from March 1 to September 15 (inclusive).

## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **7-3 LIABILITY INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

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

#### **7-3.1 Policies and Procedures.**

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

**7-3.2 Types of Insurance.**

**7-3.2.1 Commercial General Liability Insurance.**

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

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

**7-3.2.2 Commercial Automobile Liability Insurance.**

1. You must 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 must be outside the limits of the policy.

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

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

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

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

**7-3.5 Policy Endorsements.**

**7-3.5.1 Commercial General Liability Insurance**

**7-3.5.1.1 Additional Insured.**

- a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20 10 11 85 or an equivalent form providing coverage at least as broad.
- b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
- c) The additional insured coverage for projects for which the Engineer's Estimate is \$1,000,000 or more must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, (c) your work, e.g., your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled, or used by you.
- d) The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 must include liability arising out of: (a) Ongoing operations performed by you or on your behalf, (b) your products, or (c) premises owned, leased, controlled, or used by you.

**7-3.5.1.2 Primary and Non-Contributory Coverage.** The policy must 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 must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

**7-3.5.1.3 Project General Aggregate Limit.**

The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must be in addition to the aggregate limit provided for the products-completed operations hazard.

**7-3.5.2 Commercial Automobile Liability Insurance.**

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

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

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

**7-3.8 Notice of Changes to Insurance.** You must notify the City 30 days prior to any material change to the policies of insurance provided under this contract.

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

**7-4 WORKERS' COMPENSATION INSURANCE.** DELETE in its entirety and SUBSTITUTE with the following:

**7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.**

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

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

3. By signing and returning the Contract you certify that you are aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code and you must comply with such

provisions before commencing the Work as required by §1861 of the California Labor Code.

**7-4.1.1 Waiver of Subrogation.**

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

**7-10.5.3 Steel Plate Covers.** Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read 1 3/4".

**7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.** To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

**SECTION 8 - FACILITIES FOR AGENCY PERSONNEL**

**8-2 FIELD OFFICE FACILITIES.** To the City Supplements, DELETE in its entirety.

**SECTION 9 - MEASUREMENT AND PAYMENT**

**9-3.2.5 Withholding of Payment.** To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:

- i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

**ADD:**

**9-3.7 Compensation Adjustments for Price Index Fluctuations.** This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

**SECTION 207 – PIPE**

**207-27 FUSIBLE NON-PRESSURE POLYVINYLCHOLORIDE PIPE.** DELETE in its entirety.

**SECTION 300 – EARTHWORK**

**300-1.4 Payment.** To the City Supplements, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

2. Payment for existing pavement removal and disposal of up to 12” thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

**SECTION 306 – UNDERGROUND CONDUIT CONSTRUCTION**

**306-1 OPEN TRENCH OPERATIONS.** To the City Supplements, CORRECT certain section numbering as follows:

OLD SECTION NUMBER	TITLE	NEW SECTION NUMBER
306-1.8	House Connection Sewer (Laterals) and Cleanouts	306-1.9
306-1.7.1	Payment	306-1.9.1
306-1.7.2	Sewer Lateral with Private Replumbing	306-1.9.2
306-1.7.2.1	location	306-1.9.2-1
306-1.7.2.2	Permits	306-1.9.2-2
306-1.7.2.3	Submittals	306-1.9.2-3
306-1.7.2.4	Trenchless Construction	306-1.9.2-4
306-1.7.2.5	Payment	306-1.9.2-5
306-1.7.3.6	Private Pump Installation	306-1.9.2-6
306-1.7.3.7	Payment	306-1.9.2-7

**306-1.6 Basis of Payment for Open Trench Installations.** ADD the following:

Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

**306-22 Pipe Fusion.** DELETE in its entirety.

**SECTION 705 – WATER DISCHARGES**

**705-2.6.3 Community Health and Safety Plan.** To the City Supplements, DELETE in its entirety and SUBSTITUTE with the following:

**705-2.6.3 Community Health and Safety Plan.** See 703-2, “Community Health and Safety Plan.”



**705-2.6.1**      **General.** Paragraph (3), CORRECT reference to Section 803 to read “Section 703.”

**SECTION 707 – RESOURCE DISCOVERIES**

**ADD:**

**707-1.1**      **Environmental Document.** The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared **Site Development Permit (No. 929310)** and **Mitigated Negative Declaration for Fontaine Street Storm Drain Repair, PTS No. 264038**, as referenced in the Contract Appendix. You must comply with all requirements of the Site Development Permit No. 929310 and Mitigated Negative Declaration as set forth in the Contract Appendix A.

Compliance with the City’s environmental document is included in the various Bid items, unless a bid item has been provided.

**END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)**

**SUPPLEMENTARY SPECIAL PROVISIONS**

**APPENDICES**

**APPENDIX A**

**Site Development Permit/Mitigated Negative Declaration**



Advance Planning & Engineering Division  
(619) 446-5460

**FINAL  
MITIGATED NEGATIVE DECLARATION**

Project No. 264038  
SCH No. 20121033

**SUBJECT:** Fontaine Street Storm Drain: SITE DEVELOPMENT PERMIT (SDP) to allow for the removal and replacement of an existing deteriorated 24-inch corrugated metal pipe (CMP) with a new 250-foot long 24-inch reinforced concrete pipe to be installed within the existing storm drain alignment. Associated new improvements would include installation of a new cleanout structure, concrete cutoff walls, a headwall, energy dissipater and rip rap pad. The project would also restore and revegetate an eroded portion of the canyon slope adjacent to the pipe alignment caused by a break in the CMP storm drain occurring as a result of deterioration and undermining of the soil beneath the CMP. All disturbed work areas would be revegetated consistent with the surrounding native plant communities.

The project site is located immediately north of Fontaine Street within Rancho Mission Canyon directly across the street from two single-family residences located at 5615 and 5625 Fontaine Street. The storm drain pipe to be replaced originates at the top of a canyon slope approximately 25 feet north of Fontaine Street at the location of an existing cleanout, and falls approximately 125 feet in elevation from the top of the slope to its terminus near the bottom of Rancho Mission Canyon south of the location of the previous storm drain outlet and existing sewer maintenance access path and culvert traversing throughout the canyon. The entire project area is located entirely within City Open Space/Park Preserve (APN 456-020-5000), the Navajo Community Planning Area and within and adjacent to the City's Multi-Habitat Planning Area (Council District 7).

- 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 and Land Use (MHPA). The project as presented now avoids or mitigates the potentially significant environmental effects identified, and the preparation of an Environmental Impact Report (EIR) would not be required.

#### IV. DOCUMENTATION:

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

#### V. MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP):

##### A. GENERAL REQUIREMENTS – PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "**ENVIRONMENTAL/MITIGATION REQUIREMENTS.**"
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

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

##### B. GENERAL REQUIREMENTS – PART II

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

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

##### **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) No. 264038, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

## Note:

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

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.  
**California Department of Fish and Game (CDFG) - Streambed Alteration Permit, Regional Water Quality Control Board (RWQCB) - 401 Water Quality Certificate, and Army Corps of Engineers (ACOE) - preconstruction notification.**

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

requests for all associated inspections to the RE and MMC for approval per the following schedule:

**Document Submittal/Inspection Checklist**

<i>Issue Area</i>	<i>Document submittal</i>	<i>Associated Inspection/Approvals/Note</i>
General	Consultant Qualification Letters meeting	Prior to Pre-construction
General	Consultant Const. Monitoring	Prior to or at the Pre-Construction meeting
Biology Final MMRP	Biology Reports	Limit of Work Verification Final MMRP Inspection

**SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:**

**A. LAND USE- MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP)**

I. Prior to Preconstruction meeting:

- a. Prior to the Notice to Proceed, which will be sent to DSD, the ADD Environmental Designee shall verify that all Multi-Habitat Planning Area (MHPA) boundaries and limits of work have been delineated on all construction documents.
- b. Prior to the first pre-construction meeting, the Applicant Department shall provide a letter of verification to the Mitigation Monitoring Coordination (MMC) Section stating that a qualified Biologist or City Biologist, as defined in the City of San Diego Biology Guidelines, has been retained to implement the project's MSCP Monitoring Program. The letter shall include the names and contact information of all persons involved in the Biological Monitoring of the project.
- c. At least thirty days prior to the pre-construction meeting, the qualified Biologist shall submit all required documentation to MMC, verifying that any special reports, maps, plans and time lines, such as, but not limited to, revegetation plans, plant relocation requirements and timing, MSCP requirements, avian or other wildlife protocol surveys, impact avoidance areas or other such information has been completed and updated.

II. Prior to the Notice to Proceed:

- a. The qualified biologist (project biologist) shall attend the first preconstruction meeting and discuss the projects biological monitoring program.
- b. The limits of work shall be clearly delineated by a survey crew prior to brushing, clearing or grading. The limits of work, as shown on the approved Exhibit A, shall be defined with flagging and checked by the biological monitor before

initiation of construction grading. All native plants or species of special concern, as identified in the biological technical report, shall be staked, flagged and avoided within Brush Management Zone 2, if applicable.

- c. **MONITORING EXHIBITS** All consultants are required to submit, to 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.

### III. During Construction:

- a. The Biological Monitor shall be present full-time during clearing activities, which could result in impacts to biological resources as identified on the Biological Monitoring Exhibit.
- b. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed to MMC the first day of monitoring, the last day of monitoring, monthly.
- c. The Biological Monitor shall immediately notify MMC by phone of any unanticipated impacts outside the approved limits of work, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the impacts to biological resources in context, if possible.

In addition, the following mitigation measures related to the MHPA Land Use Adjacency Guidelines shall be implemented during construction:

- d. Prior to initiation of any demolition and/or construction-related grading, the project biologist shall discuss the sensitive nature of the adjacent habitat with the crew and subcontractor.
- e. Invasive non-native plant species shall not be introduced into areas within, or adjacent to, the MHPA. Landscape plans shall contain non-invasive native species adjacent to sensitive biological areas as shown on the approved Exhibit A.
- f. All lighting adjacent to the MHPA shall be shielded, unidirectional, low pressure sodium illumination (or similar) and directed away from preserve areas using appropriate placement and shields. If lighting adjacent to the MHPA is required for nighttime construction, it shall be directed away from the preserve and the tops of adjacent trees with potentially nesting raptors, using appropriate placement and shielding.
- g. All construction activities (including staging areas and/or storage areas) shall be restricted to the development area as shown on the approved Exhibit A. No equipment maintenance shall be conducted within or near the adjacent open space and/or sensitive areas and shall be restricted to the development area, as shown on the approved Exhibit. All construction activities shall not encroach into sensitive



biological areas within either the open-space and/or MHPA areas. The project biologist shall monitor construction activities, as needed, to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of work as shown on the approved Exhibit "A".

- h. Natural drainage patterns shall be maintained as much as possible during construction. Erosion control techniques, including the use of sandbags, hay bales, and/or the installation of sediment traps, shall be used to control erosion and deter drainage during construction activities into the adjacent open space. Drainage from all development areas adjacent to the MHPA shall be directed away from the MHPA, or if not possible, must not drain directly into the MHPA, but instead into sedimentation basins, grassy swales, and/or mechanical trapping devices as specified by the City Engineer.
- i. No trash, oil, parking or other construction related activities shall be allowed outside the established limits of grading, as shown on the approved Exhibit A. All construction related debris shall be removed off-site to an approved disposal facility.

## **B. BIOLOGICAL RESOURCES**

- I. Prior to the Notice to Proceed, which will be sent to DSD, the ADD Environmental Designee of the Entitlements Division shall verify that the following conditions have occurred to mitigate direct impacts to 0.05 acre of Diegan coastal sage scrub (Tier II habitat) and 0.24 acre of southern mixed chaparral (Tier IIIA habitat):
  - a. In order to mitigate for the impacts to uplands, the applicant would be required to provide verification that payment into the Habitat Acquisition Fund (HAF) has occurred. The required mitigation ratio for both the Tier II and IIIA habitats listed above is 1:1. Therefore, the applicant shall purchase a total of 0.29 acre of habitat through the City's Habitat Acquisition Fund (HAF) at the current per-acre contribution amount.
- II. Letters of Qualification Have Been Submitted to ADD
  - a. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
  - b. MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City Approved persons involved in the biological monitoring of the project.
  - c. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

- d. PBQ must also submit evidence to MMC that the PQB/QBM has completed the Storm Water Pollution Prevention Program (SWPPP) training.
- III. Prior to Start of Construction
- A. PQB Shall Attend Preconstruction (Precon) Meetings
    - 1. Prior to beginning any work that requires monitoring:
      - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
      - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
      - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/restoration phase of the project, including site grading preparation.
  - B. When Biological Monitoring Will Occur
    - 1. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
  - C. PQB Shall Contact MMC to Request Modification
    - 1. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.
- IV. During Construction
- A. PQB or QBM Present During Construction/Grading/Planting
    - 1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**

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

#### B. Disturbance/Discovery Notification Process

1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method

of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.

3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).

C. Determination of Significance

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

V. General Bird Mitigation

- a. If project grading/brush management is proposed in or adjacent to native habitat during the typical bird breeding season (i.e. Feb. 1-Sept. 15), or an active nest is noted, the project biologist shall conduct a pre-grading survey for active nests in the development area and within 300 feet of it, and submit a letter report to MMC prior to the preconstruction meeting.
- b. If active nests are detected, or considered likely, the report shall include mitigation in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) to the satisfaction of the Assistant Deputy Director (ADD) Environmental Designee of the Entitlements Division. Mitigation requirements determined by the project biologist and the ADD shall be incorporated into the project's Biological Construction Monitoring Exhibit (BCME) and all monitoring results shall be incorporated into the final biological construction monitoring report.
- c. If no nesting birds are detected per Section III(a) above, mitigation under III(a) is not required.

VI. LEAST BELL'S VIREO (State Endangered/Federally Endangered)

- I. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE

FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND 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 U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND
  2. 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 LEAST BELL'S VIREO OR 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
  3. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE

AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 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 LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:

1. 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.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

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

- I. Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the least Bell's vireo are shown on the construction plans:

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

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

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

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

B. If Coastal California gnatcatchers are not detected during the protocol survey, the qualified biologist shall submit substantial evidence to the city manager and applicable resource agencies which demonstrates whether or not mitigation measures such as noise walls are necessary between March 1 and August 15 as follows:

1. If this evidence indicates the potential is high for Coastal California gnatcatcher to be present based on historical records or site conditions, then condition A.III shall be adhered to as specified above.
2. If this evidence concludes that no impacts to this species are anticipated, no further mitigation measures are necessary.

#### VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government:

- U.S. Fish and Wildlife Service (23)
- U.S. Army Corps of Engineers (26)
- U.S. Environmental Protection Agency (19)

State of California:



California Department of Fish and Game (32A)  
State Clearinghouse (46)  
California Regional Water Control Board, Region 9 (44)

City of San Diego:

Council Member Sherman, District 7  
City Attorney (MS 56A)  
Shannon Thomas (MS 93C)  
Engineering and Capital Projects  
Jason Guise (MS 908A)  
James Arnhart (MS 908A)  
Cascy Crown (MS 908A)  
Development Services Department  
Helene Deisher (MS 301)  
Jeff Szymanski (MS 501)  
Kristy Forburger (MS 501)  
Library Dept.-Gov. Documents MS 17 (81)  
San Carlos Branch Library (81dd)  
Benjamin Branch (81d)


Other:

Navajo Community Planners (336)  
Sierra Club (165)  
Wetland Advisory Board (171)  
San Diego Canyonlands (165a)  
San Diego Audubon Society (167)  
Jim Peugh (167A)  
California Native Plant Society (170)  
Endangered Habitat League (182 and 182A)

VII. RESULTS OF PUBLIC REVIEW:

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

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

  
\_\_\_\_\_  
Jeff Szymanski, Senior Planner  
Development Services Department

December 12, 2012  
Date of Draft Report

January 16, 2013  
Date of Final Report

Attachments:

Figure 1 – Vicinity Map  
Figure 2 – Location Map  
Figure 3 – Site Plan  
Figure 4 – Biological Resources Map  
Figure 5 – Jurisdictional Delineation Map  
Figure 6-Revegetation Plan  
Initial Study Checklist



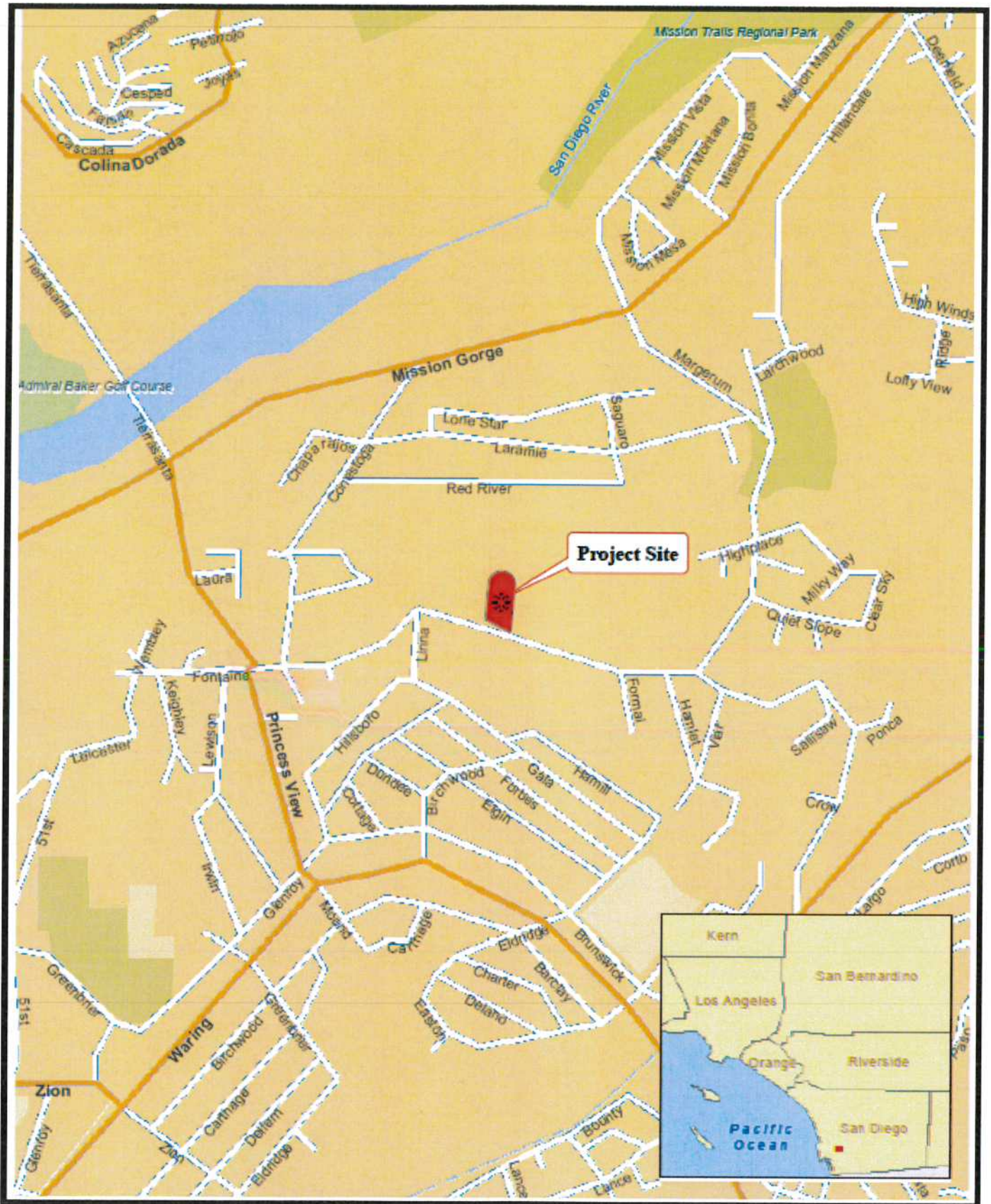
## Vicinity Map

Fontaine Street Storm Drain Repair – Project No. 264038  
 City of San Diego – Development Services Department

**FIGURE**

**No. 1**





**Location Map**  
 Fontaine Street Storm Drain Repair – Project No. 264038  
 City of San Diego – Development Services Department

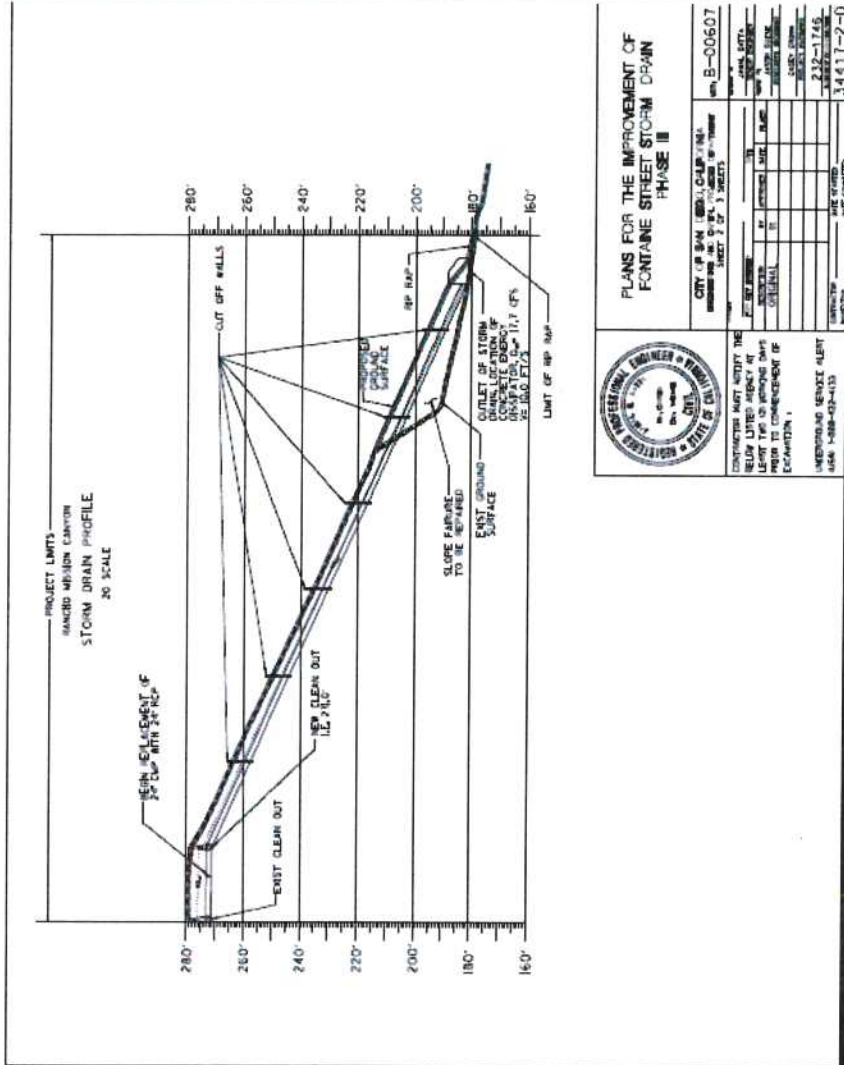
**FIGURE**  
**No. 2**



**CONSTRUCTION NOTES**

1. CONTRACTOR TO INSTALL TEMPORARY STORM DRAIN BYPASS DURING CONSTRUCTION.
2. CUTOFF WALLS TO BE INSTALLED PER STANDARD DRAWING SDS-16.
3. CONTRACTOR SHALL NOT DISTURB ANY AREA OUTSIDE THE CONSTRUCTION LIMITS.

PROPOSED PIPE DATA TABLE					
NO.	Δ/BEARING	RADIUS	LENGTH	REMARKS	SLOPE
1	N 0.3° 45' 55" E	-	8.0'	8" RCP	1.8%
2	N 0.3° 45' 55" E	-	194.6'	8" RCP	48.0%



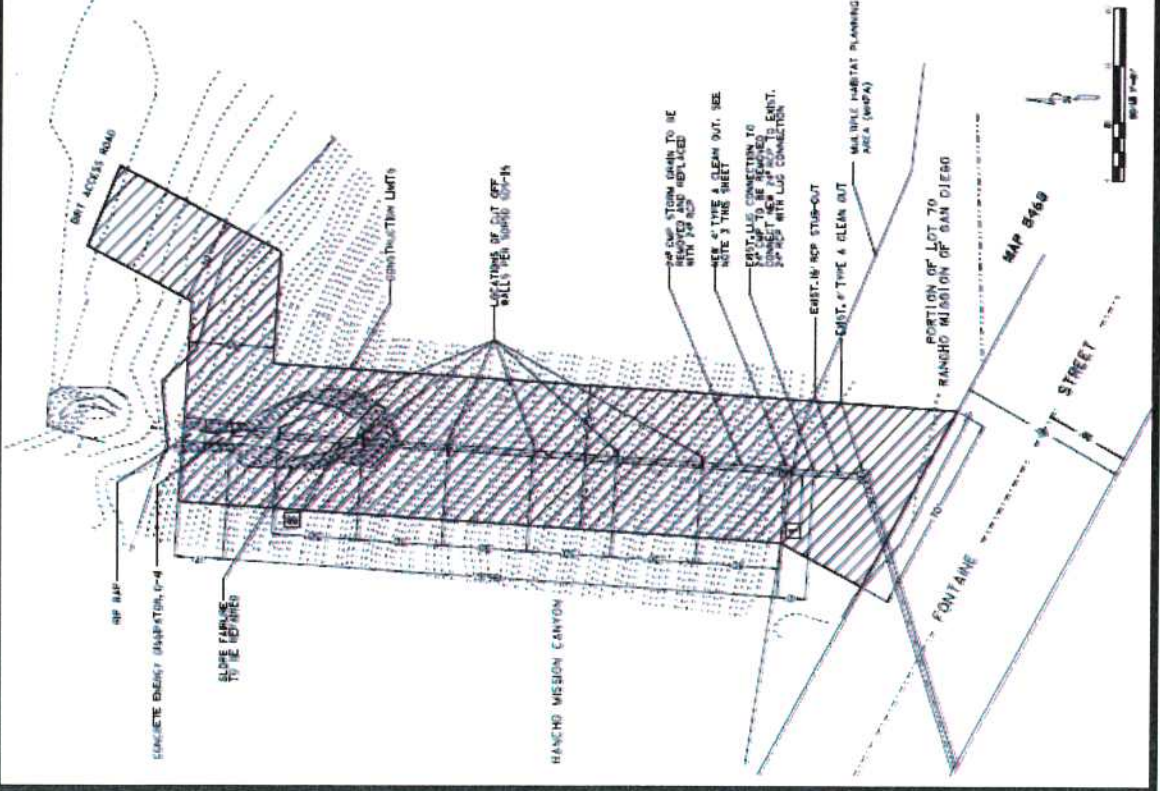
**PLANS FOR THE IMPROVEMENT OF FONTAINE STREET STORM DRAIN PHASE III**

CITY OF SAN DIEGO, CALIFORNIA  
SHEET 3 OF 3 SHEETS

CONTRACTOR MUST NOTIFY THE FIELD OFFICE OF THE CITY OF SAN DIEGO PRIOR TO COMMENCING EXCAVATION.

UNEMPLOYMENT SERVICE ALERT  
408 938-02-113

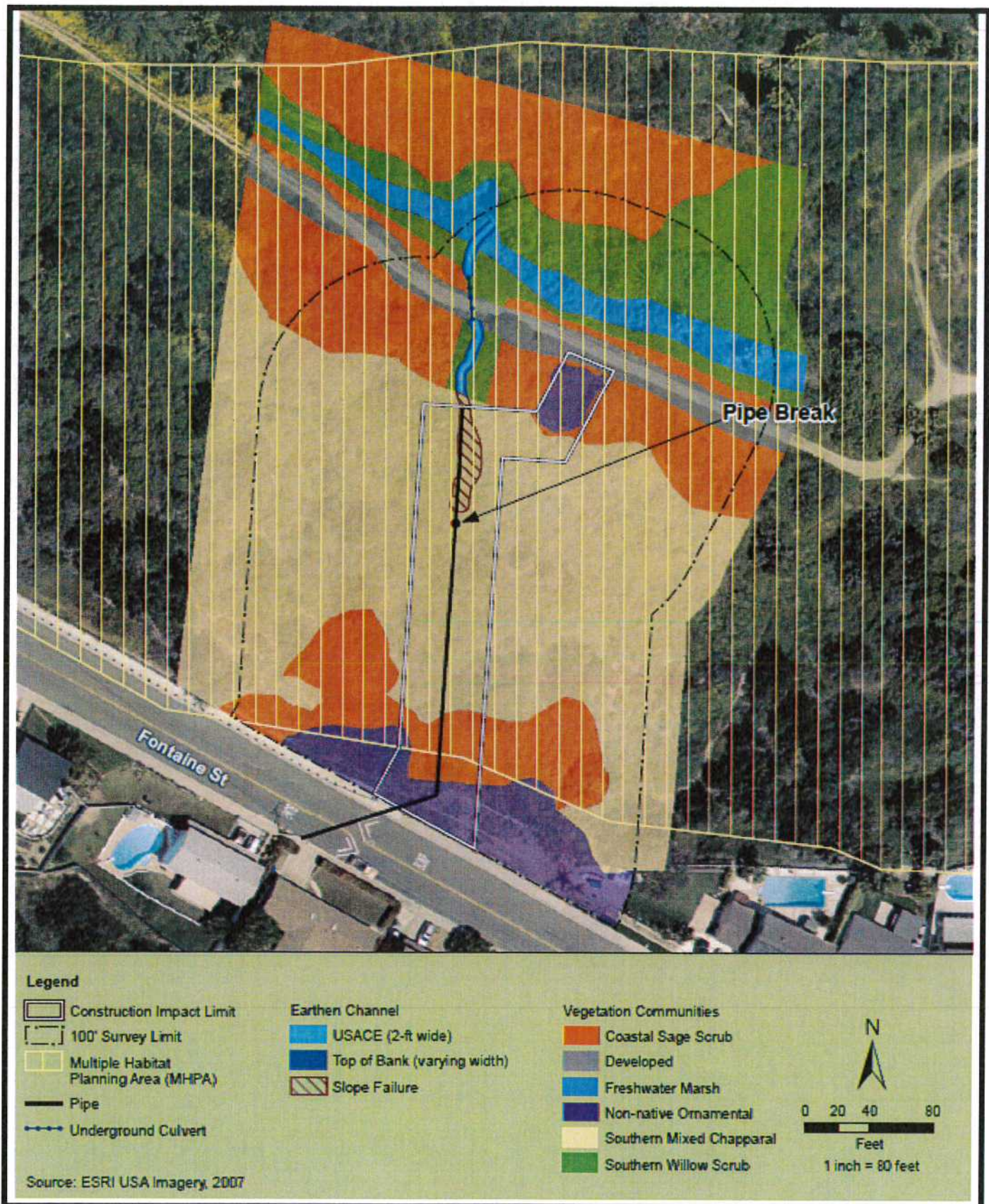
DATE: 11/17/15  
SCALE: AS SHOWN



**Site Plan**  
Fontaine Street Storm Drain Repair – Project No. 264038  
City of San Diego – Development Services Department

**FIGURE**  
**No. 3**





## Biological Resources Map

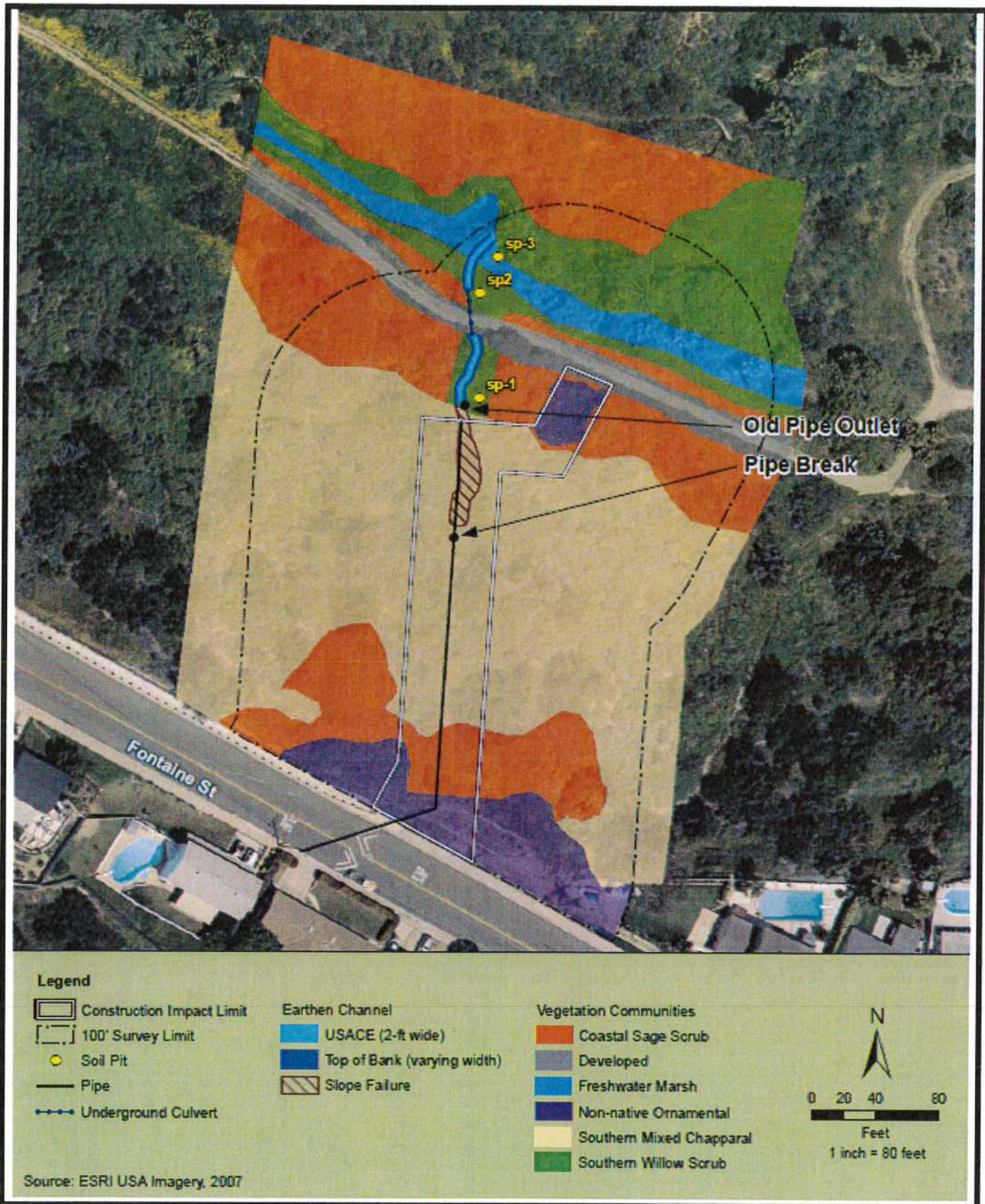
Fontaine Street Storm Drain Repair – Project No. 264038

City of San Diego – Development Services Department

**FIGURE**

**No. 4**





## Jurisdictional Delineation Map

Fontaine Street Storm Drain Repair – Project No. 264038

City of San Diego – Development Services Department

**FIGURE**

**No. 5**



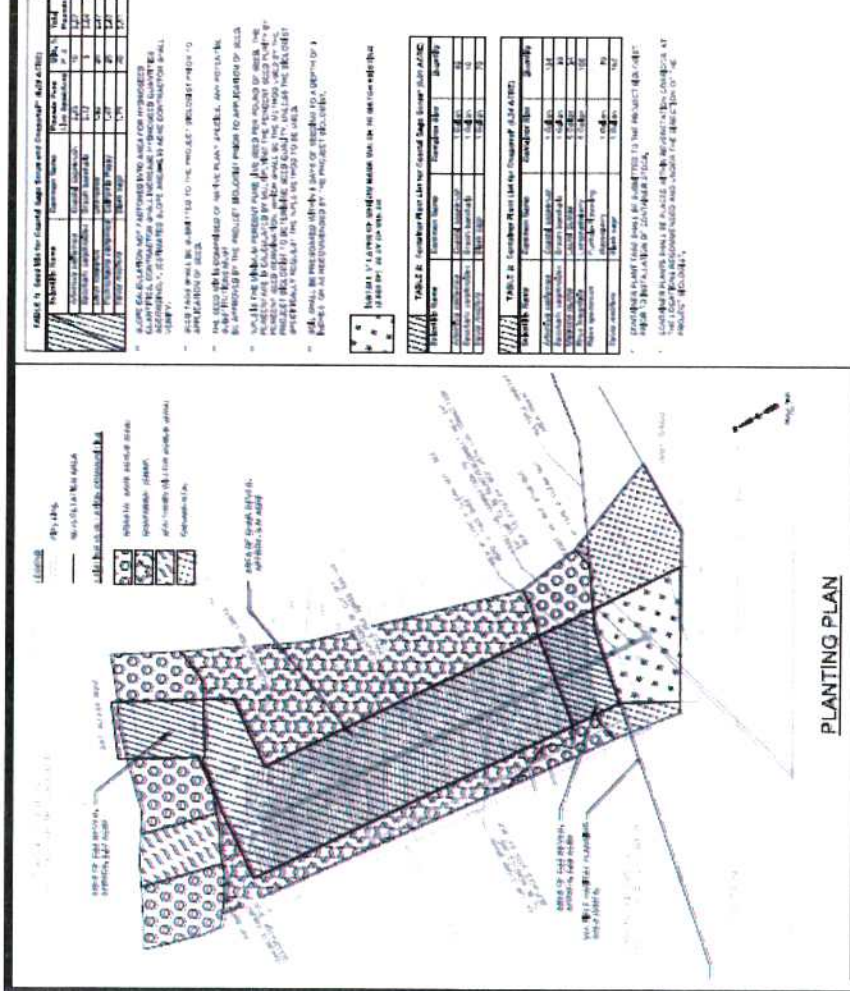


# Revegetation Plan

## Fontaine Street Storm Drain Repair – Project No. 264038

### City of San Diego – Development Services Department

**FIGURE**  
**No. 6**



**TABLE A SUMMARY OF SPECIFICATIONS, MATERIALS, AND REPAIRS FOR PROJECT**

Item	Planting Material	Quantity	Notes
1.00	...	...	...
2.00	...	...	...
3.00	...	...	...

**TABLE B REVEGETATION MATERIALS**

Material	Quantity	Notes
...	...	...
...	...	...

**PLANTING PLAN**

**1.00** ...

**2.00** ...

**3.00** ...

**4.00** ...

**5.00** ...

**6.00** ...

**7.00** ...

**8.00** ...

**9.00** ...

**10.00** ...

**11.00** ...

**12.00** ...

**13.00** ...

**14.00** ...

**15.00** ...

**16.00** ...

**17.00** ...

**18.00** ...

**19.00** ...

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**21.00** ...

**22.00** ...

**23.00** ...

**24.00** ...

**25.00** ...

**26.00** ...

**27.00** ...

**28.00** ...

**29.00** ...

**30.00** ...

**31.00** ...

**32.00** ...

**33.00** ...

**34.00** ...

**35.00** ...

**36.00** ...

**37.00** ...

**38.00** ...

**39.00** ...

**40.00** ...

**41.00** ...

**42.00** ...

**43.00** ...

**44.00** ...

**45.00** ...

**46.00** ...

**47.00** ...

**48.00** ...

**49.00** ...

**50.00** ...

**PLANS FOR THE IMPROVEMENT OF FONTAINE STREET STORM DRAIN PHASE III**

CITY OF SAN DIEGO, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT

DATE: 11/15/18  
PROJECT NO: 264038  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

**L-1**



## INITIAL STUDY CHECKLIST

1. Project Title/Project number: Fontaine Street Storm Drain Repair/264038
2. Lead agency name and address: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101
3. Contact person and phone number: Jeff Szymanski, Senior Planner, (619) 533-7523
4. Project location: The project would affect a portion of City-owned Open Space located within Rancho Mission Canyon directly across the street from 5615 and 5625 Fontaine Street within the Navajo Community Planning Area and the City's Multi-Habitat Planning Area (APN 456-020-5000).

The storm drain pipe to be replaced originates at the top of a canyon slope approximately 25 feet north of Fontaine Street where an existing cleanout is located, and falls approximately 125 feet in elevation from the top of the slope to its terminus near the bottom of Rancho Mission Canyon and south of the existing sewer maintenance path and the wetland area located where the previous outlet was constructed.

5. Project Applicant/Sponsor's name and address: City of San Diego, Public Works Dept-E&CP/Jason Guise, 600 B Street, Suite 800 (MS 908A) San Diego, CA 92101 (619) 533-4665.
6. General Plan designation: Open Space/Park Preserve.
7. Zoning: RS-1-2.
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.):

The 0.36-acre storm drain replacement project would require a Site Development Permit for impacts to Environmentally Sensitive Lands (i.e. sensitive biological resources and steep hillsides) for the removal and replacement of an existing deteriorated 24-inch corrugated metal pipe (CMP) with a new 250-foot long, 24-inch, reinforced concrete pipe (RCP) to be installed within the existing storm drain alignment. Associated new improvements would include; installation of a cleanout structure at the top of the canyon slope, concrete cutoff walls, a new headwall, energy dissipater and rip rap pad; and revegetation of all disturbed areas with native plant species consistent with the surrounding native plant communities.

A portion of the canyon slope within and adjacent to the pipe alignment has eroded away as a result of a pipe break caused by deterioration. The erosion undermined a section of the storm drain and caused a portion of the CMP to crack and break off. The broken portions of the CMP would be removed from the site, and the eroded portion of the slope would be restored to its pre-existing condition through the placement of fill, re-compaction, re-contouring and revegetation consistent with the surrounding environment and pre-existing conditions.

The project would require construction limits ranging in width from 30 to 70 feet from the top of the canyon slope to the bottom of the canyon and centered on the existing storm drain pipe. Staging would occur at the top of the canyon slope adjacent to Fontaine Street. Access would occur from the top of the slope down to the bottom of slope within the project work limits. The storm drain outlet and associated improvements have been relocated slightly south up the slope in order to avoid wetland areas.

9. Surrounding land uses and setting (Briefly describe the project's surroundings): The surrounding land uses are Single-Family Residential and Open Space Parks and Reserve.
10. Other public agencies whose approval may be required (e.g., permits, financing approval, or participation agreement.): California Department of Fish and Game (i.e. 1602/Streambed Alteration Agreement), Regional Water Quality Control Board (401/Water Quality Certification), and/or Army Corps of Engineers (404/Nationwide Permit).

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

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

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

**DETERMINATION:** (To be completed by Lead Agency)

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or (MITIGATED) NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or (MITIGATED) NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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I) AESTHETICS – Would the project:

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

The storm drain is located below grade with the exception of new improvements including a concrete headwall, dissipater and rip rap pad. In addition, no designated scenic vistas have been identified within the project Area of Potential Affect (APE). No impacts to a scenic vista would occur.

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

As stated in I(a), the project would be located below grade with the exception of proposed improvements (i.e. headwall, dissipater and rip rap pad). The project site is not located within or adjacent to a scenic highway. Therefore, none of the referenced impacts would occur as a result of project implementation.

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

Please see I(a). The exposed improvements are minimal in size and will not be visible from the residential homes on the north side of canyon. Any potential view of the improvements from the residential homes on the south side of the canyon immediately east of the storm drain would be obstructed once the revegetation is complete and the vegetation has matured. The project would not result in a significant degradation of the existing visual character or quality of Rancho Mission Canyon.

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

The project is largely located below grade, and the new improvements are to be constructed using concrete. The project would not have the potential to create light or glare impacts.

II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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?
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would include replacement of a pre-existing storm drain, and it is located within Rancho Mission Canyon, which is not classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Similarly, land surrounding the project is not in agricultural production and is not classified as farmland by the FMMP. Therefore, the project would not convert farmland to non-agricultural uses.

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

Please see II(a). The project is zoned single-family residential (i.e. RS-1-2), and is not located near an agriculturally-zoned area, and would not conflict with a Williamson Act Contract.

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

Please see III(b). The project would replace an existing storm drain within the same alignment, is zoned for single-family residential development, and is located with the City's Open Space Preserve. The project would not have the potential to conflict with, or cause rezoning of, forest land or timberland.

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

The project would replace an existing storm drain. All impacts would occur within upland habitat devoid of forest land. No such impacts would occur as a result of project implementation.

- e) Involve other changes in the existing
- |                          |                          |                          |                                     |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 existing agricultural uses are located in the proximity of the project that could be affected. Therefore, the storm drain replacement project would not convert farmland to non-agricultural uses.

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

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

Construction of the project could increase the amount of harmful pollutants entering the air basin. However, construction emissions would be temporary and finite. In addition, construction Best Management Practices (BMPs), such as watering for dust abatement, would reduce construction dust emissions by 75 percent.

The project would replace an existing storm drain. The project would not generate additional trips to these facilities once constructed, other than periodic maintenance, and operational needs for the storm drain would be minimal. With the implementation of project BMPs during construction and a lack of operational emissions, the project would not result in a conflict of air quality plans.

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

Please see III(a).

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

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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BMPs would reduce potential impacts related to construction activities to a level less than significant. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards.

- d) Expose sensitive receptors to substantial pollutant concentrations?

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

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

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

IV. BIOLOGICAL RESOURCES – Would the project:

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

The project site is designated as Open Space/Park Preserve and is located within Rancho Mission Canyon and the Multi-Habitat Planning Area (MHPA) as designated within the City's Multiple Species Conservation Program's (MSCP) Subarea Plan. The site also contains Environmentally Sensitive Lands (ESL) in the form of steep hillsides and sensitive biological resources (i.e. upland habitat). Wetlands and jurisdictional waters were also identified throughout the base of the canyon within an ephemeral perennial drainage and at the prior location of the previous storm drain outlet. Therefore, a biological survey report and jurisdictional delineation report (JDR) were prepared by ICF International (i.e. Revised Draft Biological Letter Report for the Fontaine Street Storm Drain Project, dated June 12, 2012 and Wetland Delineation Report for the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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*Fontaine Street Storm Drain Project*, revised March 12, 2012) to assess the impacts of the project on sensitive biological resources and habitats.

A general biological resources survey of the project site was conducted on September 25, 2009 between 9:00 a.m. and 12:00 p.m. The jurisdictional delineation was conducted on September 29, 2009 and a follow-up survey was conducted on April 7, 2011 from 2:00 – 3:00 p.m. to verify previous vegetation mapping and wetland delineation data. The survey area consisted of the work area shown on the Site Plan (Figure 2) and a 100-foot buffer area surrounding the work area. The analysis included vegetation mapping, field surveys for sensitive plant and animal species, as well as wetland/jurisdictional water assessments. The biological resources report and JDR are available for review at the offices of the Advanced Planning and Engineering Division.

A total of seven vegetation communities were identified within the survey area. These included three native wetland/riparian communities including southern willow scrub (0.22 acre), freshwater marsh (0.084 acre) and earthen channel/slope failure area (0.013 acre); two upland communities including coastal sage scrub (0.54 acre; Tier II) and southern mixed chaparral (1.14 acre; Tier IIIA); and two non-native upland communities including ornamental landscaping (0.21 acre; Tier IV) and developed areas (0.002 acre; Tier IV) (see Figure 4, Biological Resources Map). All wetland/riparian habitats and Tier II and IIIA upland habitats are considered sensitive per the City's Biological Resources Guidelines. Tier IV habitats are not considered to be sensitive.

The 0.36-acre project area would include construction limits ranging in width from 30 to 70 feet from the top of the canyon slope to the bottom of the canyon and centered on the existing storm drain pipe (see Figure 3, Site Plan). Staging would occur at the top of the canyon slope adjacent to Fontaine Street. Access would occur from the top of the slope down to the bottom of slope within the project work limits. The storm drain outlet and associated improvements have been relocated south outside the limits of the wetland vegetation community (i.e. southern willow scrub). A minimum five-foot wide buffer would be implemented during construction to avoid direct impacts to wetland species while locating the outlet as close to the canyon's low point as possible without impacting wetland/jurisdictional areas.

The project would result in impacts to 0.035 acre of coastal sage scrub (CSS) within the MHPA and 0.015 acre outside the MHPA for a total of 0.05 acre, which requires a mitigation ratio of 1:1. The project would also impact 0.24 acre of southern mixed chaparral (SMC) within the MHPA, which also requires a mitigation ratio of 1:1. Therefore, the project would be required to mitigate for a combined total acreage of 0.29 acre of upland habitat thru payment into the City's Habitat Acquisition Fund (HAF). The HAF collects and allocates funds for the purchase and conservation of lands within the City's MHPA. Mitigation for these impacts has been identified within Section V. Mitigation, Monitoring and Reporting Program (MMRP) within the Mitigated Negative Declaration (MND), and would reduce impacts to upland habitat to below a level of significance. No wetland vegetation would be impacted by the project.

All impacted portions of the slope occurring as a result of construction, with the exception of the new improvements (i.e. headwall, energy dissipater and rip rap pad) would be revegetated per the approved revegetation plan prepared in accordance with the City's Landscape Standards, including the eroded portion of the slope to be filled, re-compacted and re-contoured. The



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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revegetation plan would utilize an appropriate native, non-invasive upland for erosion control purposes. This would include a 120-day plant establishment period and 25 months of long-term maintenance and monitoring, or until revegetation has been successful.

Twenty-six sensitive plant species identified within a 1-quad California Natural Diversity Database (CNDDDB) La mesa Quadrangle search (2009, updated 2012) were previously recorded as having potential to occur in the general project vicinity. None of the 26 sensitive plant species were detected during the survey, and of the six species that had a moderate potential to occur, all are perennial and were confirmed absent. Two sensitive plant species not identified by the CNDDDB were observed within the study area: San Diego sagewort and southwestern spiny rush. However, neither species were found within the project impact area nor would they be impacted by the project activities.

Twenty-three sensitive wildlife species were previously identified by the CNDDDB search as having potential to occur in the general project vicinity. Of these species, coastal California gnatcatcher (CAGN) and least Bell's virco (LBV) have a moderate potential to occur in the project impact area and within suitable habitat adjacent to the project site. Neither of these species was observed during the field surveys, and they are not expected to occur within the project impact area. However, focused U.S. Fish and Wildlife protocol surveys would be required if construction were to occur during the observed bird breeding seasons for CAGN and LBV. Please see Section V. MMRP of the MND for additional information.

One sensitive animal, woodrat (CDFG species of special concern), was identified at the project site based on the observation of a woodrat midden made up of piles of plant debris found within the project impact area. However, no woodrats were directly observed during the surveys performed at the site. No other sensitive plants or listed wildlife species were observed during the 2009 and 2011 surveys, and no sensitive species are expected to occur within the project impact area.

The project site contains mature trees that represent potential nesting habitat for raptors and other birds. Several birds protected under the federal Migratory Bird Treaty Act (MBTA) have the potential to nest on-site. The loss of an active migratory bird and/or raptor nest due to construction is considered a violation of the MBTA. Therefore, a pre-construction survey would be required to be conducted prior to construction if construction were to occur during the general bird breeding season (February 1 – September 15) to determine presence/absence of nesting raptors and/or other migratory birds to ensure active nests are not impacts. If active nests are present, construction activities shall not commence until after the young fledge or proper noise attenuation walls/barriers are construction which adequately mitigate construction noise impacts. If no active nests are present, construction may commence since there would be no potential for insignificant direct or indirect impacts to migratory birds and/or raptors. General bird survey requirements have been included in Section V. MMRP of the MND.

The project site is located primarily within the City's MHPA with the exception of a small portion of the project located at the top of the canyon slope adjacent to Fontaine Street. The project is required to conform with the City's MSCP Subarea Plan Land Use Adjacency Guidelines, Section 1.4.3, in order to ensure minimal impacts to the MHPA. Mitigation requirements have been included in Section V. MMRP of the MND to reduce potential indirect

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

impacts to below a level of significance.

Mitigation requirements have been incorporated into Section V. MMRP of the MND which would reduce potential impacts to biological resources to below a level of significance. Therefore the project would not have substantial effects 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.

- 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 JDR entitled *Wetland Delineation Report for the Fontaine Street Storm Drain Project*, revised March 12, 2012), was prepared by ICF International. The jurisdictional delineation was conducted on September 29, 2009 and a follow-up survey was conducted on April 7, 2011 from 2:00 – 3:00 p.m. to verify previous vegetation mapping and wetland delineation data (see Figure 5, Jurisdictional Delineation Map).

The field investigation concluded that US. Army Corps of Engineers (USACE) wetlands does not occur with the project site. No habitat containing hydrophytic plants, hydric soils, or wetland hydrology occurs within the functioning portion of the storm drain, the eroded channel where the storm drain failed, or in the surrounding upland vegetation areas within the proposed construction impact limits. Riparian southern willow scrub vegetation habitat was identified adjacent to the construction impact area outside the limits of work further down the slope. This area contains hydrophytic vegetation, but lacks wetland hydrology and hydric soils from data taken at a soil test pit dug within this area. USACE wetlands were identified at the bottom of the canyon within the freshwater marsh habitat where soil pit sample data confirmed presence of wetlands. However, this area is located outside the project’s limits of work.

ICF International identified two non-jurisdictional storm drain features during the jurisdictional delineation, including an ephemeral stream channel and failed culvert within the location of the eroded portion of the canyon slope, which were alternatively identified as “earthen channel/slope failure area” per the biological resources report. The existing section of the storm water pipe was identified as 24-inch culvert, and the failed area of the pipe on the lower slope was identified as an ephemeral stream channel.

The width of ordinary high water mark (OHWM) within the earthen channel is approximately two feet and the width of the top of bank (TOB) is approximately six to eight feet wide depending on the location on the slope, with a gradient greater than 10 percent. This earthen channel is an entirely artificial feature as a result of erosion occurring from storm drain runoff continuing to enter the canyon from the end of a broken storm drain and draining down the slope. All runoff entering the eroded portion of the canyon is directed along the alignment of the pre-existing storm drain to the prior outlet location where it enters a small culvert below an existing maintenance access road and continues north to a perennial streambed located throughout the

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bottom of Rancho Mission Canyon.

Repair of the storm drain replacement project would restore the site to its prior condition by replacing the failed culvert (i.e. storm drain) with a new culvert of same dimensions with a slightly shorter length, and converting a section of ephemeral stream channel (i.e. slope failure area) caused by the pipe break back to a culverted storm drain. When repairs are completed, storm water runoff entering the storm drain system thru the new pipe, energy dissipater and rip-rap would continue to support riparian vegetation and wetlands at the bottom of the slope, and would improve water quality (e.g. erosion and sedimentation) thru the reduction of the velocity of storm water runoff flowing from the storm drain outlet into the ephemeral channel connecting to the perennial streambed. The eroded portion of the hillside would be restored to its pre-existing condition prior to the pipe break including revegetation comprised of upland southern mixed chaparral.

Although a 100-foot buffer is not feasible, a minimum five-foot buffer would be maintained adjacent to wetland/riparian habitat in order to avoid impacts to wetland/jurisdictional areas while locating the outlet as close to the canyon's low point as possible as recommended per standard engineering design to protect slope conditions and human health and safety. The project would include Best Management Practices (BMPs) per the required Water Pollution Control Plan (WPCP) prepared in accordance with State and local regulations, which would include construction BMPS such as silt fencing around all wetland/riparian habitat and jurisdictional waters in order to prevent sediment from entering these areas.

No wetland/riparian habitat are located within the project area, and the eroded portion of the canyon slope was determined not to be jurisdictional. Implementation of the required WPCP would also prevent significant indirect impacts from occurring as a result of project implementation. Therefore, the project would not result in direct and/or indirect impacts to 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.

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>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?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Please see IV(a) and IV (b).

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>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?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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The project is located within Rancho Mission Canyon. There is an established wildlife corridor for the San Diego River directly north of the project site, but there is no direct connection between the corridor to the north and the project area. Moreover, wildlife can access and move through the canyon from a number of locations. Therefore, the project would not 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.

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

Please see IV(a) and Section V MMRP of the MND.

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

The project is located primarily within the City's MHPA. Please see IV(a) and Section V MMRP of the MND.

V. CULTURAL RESOURCES – Would the project:

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

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

The project site is not located within the City's high sensitivity mapped area for potential cultural resources, and no historical resources as defined by CEQA State Guidelines, Section 15064.5

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were identified. Therefore, the project is not expected to result in any substantial adverse changes or impacts to cultural and/or historical resources. Furthermore, the project would replace-in-place an existing storm drain with the same diameter width (i.e. 24 inches) within the same alignment containing disturbed soils occurring as a result of the installation of the original pipe infrastructure. No additional excavation would be required.

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

Please see V(a).

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

The project site is underlain by Friars Formation, which is categorized as having a high sensitivity for potential paleontological resources. As defined in the City's CEQA Thresholds, pipeline projects that excavate deeper than 10 feet of soil in areas of moderate or higher sensitivity could result in potential impacts to these resources.

The project would require maximum excavation depth of eight feet, which occur within the existing pipe alignment. The proposed depth of excavation would not meet the City's minimum CEQA significance threshold requirements for paleontological resources. Therefore, the project is not expected to impact these resources.

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

Please see V(a), impacts to historical resources, including human remains, are not anticipated.

VI. GEOLOGY AND SOILS – Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:   |                          |                          |                          |                                     |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

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known fault? Refer to Division of Mines and Geology Special Publication 42.

The project is located within Geologic Hazard Category Zone 23 (Slide Prone Formation: Friars-neutral or favorable geologic structure), and is not located within an Alquist-Priolo Fault Zone and fault zone area. The project would utilize proper engineering design and standard construction practices in order to ensure the site is properly re-compacted and stable after construction is complete and during the filling of the eroded portion of the slope which would result in overall improved slope conditions.

- ii) Strong seismic ground shaking?

The project would not result in significant ground shaking during construction that would measurably destabilize neighboring properties or induce settlement of adjacent structures. The proposed facilities would also not attract people to the location other than for routine maintenance. Therefore, the project would not result in a significant risk of exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking. Proper engineering design and standard construction practices would be employed.

- iii) Seismic-related ground failure, including liquefaction?

The project would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from liquefaction and ground failure would be less than significant.

- iv) Landslides?

The City of San Diego Seismic Safety Study maps have designated the geology at the project location as being in a landslide and slide prone zone. The project would not expose people or structures to the risk of loss, injury, or death involving landslides, and would restore the eroded portion of the hillside caused by the pipe break improving the overall slope conditions and minimizing any potential for landslides to occur.

- b) Result in substantial soil erosion or the loss of topsoil?

All disturbances to paved areas would be replaced in-kind, though not expected, and a revegetation plan would be implemented for all other vegetated areas impacted during construction. The eroded portion of the canyon slope would also be filled, re-compacted and revegetated to its pre-existing condition. Replacement of the damaged storm drain and

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restoration and revegetation of all disturbed areas would prevent further soil erosion.

- 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?

See XI(a)(i). The project would utilize proper engineering design and standard construction practices in order to ensure the site is properly re-compacted and stable after construction is complete and during the filling of the eroded portion of the slope which would result in overall improved slope conditions.

- 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?

The project is underlain by Diablo clay, Diablo-Urban land complex, and Redding cobbly loam. None of these soil types are characterized as being expansive. No impacts would occur as a result of project implementation.

- c) 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?

The project is part of the City's storm drain system. As a result, septic tanks or alternative wastewater systems would not be used. Therefore, no impact with regard to the capability of soils to adequately support the use of septic tanks or alternative wastewater disposal systems would result.

**VII. GREENHOUSE GAS EMISSIONS - Would the project:**

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

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This

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

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

The Roadway Construction Emissions Model was conducted for this project. The results demonstrated that during the two months of estimated construction the project would produce approximately 70.5 metric tons of CO2. The output for the project falls well below the 900 metric ton per year figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

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

Please see VII(a). It is anticipated that the project would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

**VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:**

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

Construction of the project may require the use of hazardous materials (fuels, lubricants, solvents, etc.), which would require proper storage, handling, use and disposal in accordance with City of San Diego's Supplement to the Greenbook (i.e. "Whitebook", 2012 Edition); however, the storm drain project would not routinely transport, use or dispose of hazardous materials. Therefore, the project would not create a significant hazard to the public or environment.

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



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the environment?

The project would incorporate project design features, as well as incorporate specifications for construction to meet the local, state and federal requirements to address such hazardous materials should they be discovered during construction. Any hazardous materials used on-site such as fuels, lubricants, solvents would require proper storage, handling, use and disposal in accordance with City of San Diego's Supplement to the Greenbook (i.e. "Whitebook", 2012 Edition). Therefore, the project would not result in a reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment. Impacts would remain less than significant.

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

The Excelsior Academy property is situated at approximately 1/3 mile from the project site, and is not located within 1/4 mile. Please see VIII(a). Based upon the distance of the project beyond 1/4 mile, the non-routine transport of hazardous materials, and the requirements necessary for proper handling and storage of hazardous materials, no such impacts are anticipated.

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

The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, known as the Cortes list. Therefore, no hazards would occur in relation to the Government Code Section.

- 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 result in a safety hazard for people residing or working in the project area?

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

- f) For a project within the vicinity of a

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private airstrip, would the project result in a safety hazard for people residing or working in the project area?

The project is not located within the vicinity of a private airstrip. Furthermore, the project is located below ground surface and, therefore, would not result in a safety hazard that would create flight hazards.

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

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

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

The project is located within Rancho Mission Canyon; however, the storm drain infrastructure project would not introduce any new features that would increase the risk of fire within the canyon. Fires created from sparks during construction are uncommon. However, should a spark ignite a fire, the construction crew will be present on-site and are required to have fire extinguishers present to prevent a fire from spreading. No such impact is anticipated to occur.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

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

Potential impacts to existing water quality standards associated with the project would include minimal short-term construction-related erosion/sedimentation. Conformance with Best Management Practices (BMPs), such as the placement of silt fencing around water quality sensitive areas near the outlet of the storm drain, outlined in the required Water Pollution Control Plan (WPCP) and the project's conformance with the City's Storm Water Regulations would prevent or effectively minimize short-term water quality impacts. Therefore, the project should not violate any existing water quality standards or discharge requirements.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that

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

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

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

The project is located below surface grade with the exception of a new headwall, dissipater and rip rap pad. The storm drain would continue to collect storm drain runoff and direct it to the existing drainage flow path within the canyon, which drains to a perennial streambed. A pipe break did occur resulting in a large eroded area on the canyon slope. However, the drainage flow entering the eroded area continues to flow to the same drainage path and culvert at the location of the previous drainage outlet and enters the perennial streambed. The eroded area will be restored and revegetated, and the new storm drain will continue to direct flows to this same area. The energy dissipater and rip rap pad to be installed would reduce drainage flow velocities to minimize erosion downstream from the outlet structure. Therefore, the project would not have the potential to substantially alter any existing drainage patterns resulting in substantial erosion or siltation on- or off-site.

- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

Please see IX(c). The project would not increase runoff rates, and the construction of a new energy dissipater and rip rap pad would reduce the velocity of present drainage flows entering the canyon.

- e) Create or contribute runoff water, which would exceed the capacity of

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existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The project would replace a damaged portion of an existing storm drain system, and would not create or contribute additional water runoff. The project would continue to direct runoff flows entering and collected in the existing storm drain system to the canyon bottom. Conformance to BMPs outlined in the required WPCP and compliance with the City Stormwater Regulations would prevent or effectively minimize short-term construction runoff impacts. No such impacts would occur.

- f) Otherwise substantially degrade water quality?

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

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

The project does not propose construction of any new housing.

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

The project does not propose any new structures that would be located in the 100-year flood hazard areas.

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

The project would not include any new project features that would increase the risk associated with flooding, and would not have the potential to expose people or structures to significant risks associated with flooding. The runoff collected in the streets of the urban community are directed to the canyon bottom which is located at a significant lower elevation than the single-family homes located at the top of the slope around the rim of Rancho Mission Canyon. All drainage flows within the base of the canyon are directed to an existing culvert designed to manage rain events.

- j) Inundation by seiche, tsunami, or

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mudflow?

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

**X. LAND USE AND PLANNING – Would the project:**

- a) Physically divide an established community?

Implementation of the project would involve replacing an existing storm drain pipe, and would not introduce any features that could divide an established community.

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

The project is located within the City’s MHPA. Mitigation measures consistent with the MSCP Subarea Plan’s Land Use Adjacency Guidelines, Section 1.4.3, have been included within Section V. MMRP of the MND to reduce potential indirect impacts to below a level of significance. Please see IV(a).

The project would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project, and would not result in any conflict with any land use plans.

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

The project is located within Rancho Mission Canyon and predominantly within the City’s MHPA. Mitigation measures consistent with the City’s MHPA Land Use Adjacency Guidelines have been included within Section V. Mitigation, Monitoring and Reporting Program of MND No. 264038, which reduce potential conflicts with the MSCP Subarea Plan to below a level of significance.

**XI. MINERAL RESOURCES – Would the project?**

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

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The APE is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a known mineral resource.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The areas surrounding the project site is not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Therefore, the project would not result in the loss of availability of a locally important mineral resource recovery site.

**XII. NOISE – Would the project result in:**

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The development of the project would generate noise from construction, but any increase in noise would be temporary and transitory in nature. Furthermore, the project is required to comply with the City Noise Ordinance and San Diego Municipal Code, Section 59.5.0404 regarding construction noise limits. Therefore, people would not be exposed to noise levels in excess of noise regulations.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Please see XII(a).

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Please see XII(a). All construction-related noise would be temporary. Once in operation, the storm drain would not result in a substantial permanent increase in ambient noise levels.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Construction of the project would result in a temporary increase in the ambient noise levels in the project vicinity. However, based upon the transitory nature of the utility project and surrounding

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noise levels in the area resulting from traffic along the streets the increase in ambient noise would be less than significant. Please see XII(a).

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

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

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

The project is not located within proximity to a private airstrip. Furthermore, the utility project would not introduce any new features that would expose people residing or working in the project area to excessive noise levels beyond those associated with existing conditions. No such impacts would occur as a result of project implementation.

**XIII. POPULATION AND HOUSING – Would the project:**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The project would replace a portion of an existing storm drain, which would not have the potential to induce substantial population growth.

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

The project would replace a portion of an existing storm drain, and would not result in the displacement of any existing housing, or otherwise affect existing housing in any way that would necessitate the construction of replacement housing.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project would replace a portion of an existing storm drain, and would not result in the displacement of any existing housing or other structures, or otherwise affect existing housing or other structures in any way that would result in the displacement of any people.

**XIV. PUBLIC SERVICES**

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

i) Fire Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not physically alter any fire protection facilities. Replacement of a portion of an existing storm drain would not require any new or altered fire protection services.

ii) Police Protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not physically alter any police protection facilities. Replacement of a portion of an existing storm drain would not require any new or altered police protection services.

iii) Schools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not physically alter any schools. Additionally, the project would not include construction of future housing or induce growth that could increase demand for schools in the area.

v) Parks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not physically alter any parks or create new housing. Therefore, the project would not create demand for new parks or other recreational facilities.

vi) Other public facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not increase the demand for electricity, gas, or other public facilities. The project would replace a damaged portion of an existing storm drain in order to protect a canyon



Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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slope and prevent further damage to the existing storm drain system.

**XV. RECREATION –**

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

Implementation of the project would replace and improve a portion of the existing storm drain system. The project would not generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, the project would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

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

The project would replace and improve a portion of the existing storm drain system, and does not include the construction of recreational facilities or require the construction or expansion of recreational facilities.

**XVI. TRANSPORTATION/TRAFFIC – Would the project?**

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

Construction of the project would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, the project would not result in a significant increase or delay of circulation within the community and surrounding area.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Construction of the project would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic would not exceed cumulative or individual level of service.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project does not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The storm drain replacement project does not propose any new street design measures or incompatible uses. A Traffic Control Plan would be temporarily implemented for the safety of the construction crew and motorists within the area. No such impact would occur as a result of project implementation.

- e) Result in inadequate emergency access?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Construction of the project would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project once completed would be located below grade within Open Space Preserve within Rancho Mission Canyon, and does not have the potential to conflict with any alternative

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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transportation systems.

**XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:**

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

The project would continue to direct storm water runoff to the canyon bottom. No wastewater is associated with this project. Therefore, the project would not have the potential to exceed wastewater treatment requirements set forth by the Regional Water Quality Control Board.

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

Replacement of a damaged portion of storm drain pipe would not require the construction of any new water or wastewater treatment facilities or expansion of existing facilities. Therefore, no such impacts would occur as a result of project implementation.

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

The project would replace a damaged portion of an existing storm drain system, and would not expand existing facilities other than the addition of minor improvements including a headwall, energy dissipater and rip rap pad. These new improvements would not have the potential to cause significant environmental effects, and would improve water quality by reducing runoff flow rates reducing erosion, sedimentation and turbidity. No new storm water drainage facilities or expansion of existing facilities would occur as a result of project implementation.

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

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

- e) Result in a determination by the wastewater treatment provided which

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 storm drain replacement project has no nexus with wastewater or wastewater treatment facilities. Therefore, no such impact would occur as a result of project implementation.

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

Construction of the project would likely generate waste associated with construction activities. This waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Materials able to be recycled shall be done to local standards regulating such activity. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

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

**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –**

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

The project would result in direct impacts to Biological Resources and Land Use. However, implementation of the MMRP included in section V of the MND would reduce direct and/or potential indirect impacts to these resources to below a level of significance, and would not result in

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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degradation to the environment.

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

The project would result in temporary impacts to biological resources. Mitigation for upland impacts has been incorporated within Section V of the MND. A revegetation plan would be implemented after construction is complete, and all disturbed areas would be returned to their pre-construction condition. Restoration and revegetation of the eroded portion of the canyon slope caused by the pipe break would also improve current slope conditions. The impacts associated with this project combined with other closely related past, present, and reasonably foreseeable future projects would not result in a considerable incremental contribution to any cumulative impact.

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

The City of San Diego conducted an Initial Study which determined that the project could potentially have a significant environmental effect on biological resources. However, with the implementation of mitigation measures identified in Section V of MND, the project would not have environmental effects which would cause substantial direct or indirect adverse effects on human beings. All impacts which would have the potential to directly and/or indirectly adversely affect human beings were either found to be “Less Than Significant Impact” or “No Impact” per the results of the Initial Study.

## INITIAL STUDY CHECKLIST

### REFERENCES

#### **I. AESTHETICS / NEIGHBORHOOD CHARACTER**

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

#### **II. AGRICULTURAL RESOURCES & FOREST RESOURCES**

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

#### **III. AIR QUALITY**

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

#### **IV. BIOLOGY**

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

X Site Specific Reports: *Revised Draft Biological Letter Report for the Fontaine Street Storm Drain Project* (dated June 12, 2012) prepared by ICF International and *Wetland Delineation Report for the Fontaine Street Storm Drain Project* (revised March 12, 2012) prepared by ICF International.

**V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)**

X City of San Diego Historical Resources Guidelines.

X City of San Diego Archacology Library.

\_\_\_ Historical Resources Board List.

\_\_\_ Community Historical Survey:

\_\_\_ Site Specific Report:

**VI. GEOLOGY/SOILS**

X City of San Diego Seismic Safety Study.

X 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**

X Site Specific Report: 'Green House Gas Memo prepared for Balboa Terrace Trunk Sewer, August 1, 2011.'

**VIII. HAZARDS AND HAZARDOUS MATERIALS**

X San Diego County Hazardous Materials Environmental Assessment Listing

\_\_\_ San Diego County Hazardous Materials Management Division

\_\_\_ State Water Resources Control Board Geotracker

\_\_\_ State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized.

\_\_\_ Airport Land Use Compatibility Plan.

\_\_\_ Site Specific Report:

**IX. HYDROLOGY/WATER QUALITY**

X 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

**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.
- California Geological Survey - SMARA Mineral Land Classification Maps.
- Site Specific Report:

**XII. NOISE**

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

**XIII. PALEONTOLOGICAL RESOURCES**

- City of San Diego Paleontological Guidelines.



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

**XIV. POPULATION / HOUSING**

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

**XV. PUBLIC SERVICES**

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

**XVI. RECREATIONAL RESOURCES**

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

**XVII. TRANSPORTATION / CIRCULATION**

- City of San Diego General Plan.
- Community Plan.
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- San Diego Region Weekday Traffic Volumes, SANDAG.
- Site Specific Report:

**XVIII. UTILITIES**

City of San Diego General Plan.

Community Plan.

Site Specific Report:

**XIX. WATER CONSERVATION**

City of San Diego General Plan.

Community Plan.

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

Site Specific Report:

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

4. **POLICY**

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

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

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

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



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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

<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 9 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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>
<b>SUBJECT  FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)</b>	<b>PAGE 10 OF 10</b>	<b>EFFECTIVE DATE  October 15, 2002</b>
	<b>SUPERSEDES DI 55.27</b>	<b>DATED April 21, 2000</b>

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

**Larry Gardner  
Water Department Director**

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

### **APPENDIX**

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	<u>T.B.</u>	<u>G.B. (CITY USE)</u>
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:	
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			

<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**

City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123						Contractor's Name:					
Project Name:						Contractor's Address:					
SAP No. (WBS/IO/CC):											
City Purchase Order No. :						Contractor's Phone #:			Invoice No.		
Resident Engineer (RE):						Contractor's Fax #:			Invoice Date:		
RE Phone#:			RE Fax#:			Contact Name:			Billing Period:		
Item #	Item Description	Contract Authorization				Previous Estimate		This Estimate		Totals to Date	
		Unit	Qty	Price	Extension	%/QTY	Amount	% / QTY	Amount	% / QTY	Amount
1	2 Parallel 4" PVC C900	LF	1,380	\$34.00	\$46,920.00						
2	48" Primary Steel Casing	LF	500	\$1,000.00	\$500,000.00						
3	2 Parallel 12" Secondary Steel	LF	1,120	\$53.00	\$59,360.00						
4	Construction and Rehab of PS 49	LS	1	\$150,000.00	\$150,000.00						
5	Demo	LS	1	\$14,000.00	\$14,000.00						
6	Install 6' High Chain Link Fence	LS	1	\$5,600.00	\$5,600.00						
7	General Site Restoration	LS	1	\$3,700.00	\$3,700.00						
8	10" Gravity Sewer	LF	10	\$292.00	\$2,920.00						
9	4" Blow Off Valves	EA	2	\$9,800.00	\$19,600.00						
10	Bonds	LS	1	\$16,000.00	\$16,000.00						
11	Field Orders	AL	1	80,000	\$80,000.00						
11.1	Field Order 1	LS	5,500	\$1.00	\$5,500.00						
11.2	Field Order 2	LS	7,500	\$1.00	\$7,500.00						
11.3	Field Order 3	LS	10,000	\$1.00	\$10,000.00						
11.4	Field Order 4	LS	6,500	\$1.00	\$6,500.00						
12	Certified Payroll	LS	1	\$1,400.00	\$1,400.00						
<b>CHANGE ORDERS</b>											
Change Order 1			4,890								
Items 1-4					\$11,250.00						
Item 5-Deduct Bid Item 3		LF	120	-\$53.00	(\$6,360.00)						
Change Order 2			160,480								
Items 1-3					\$95,000.00						
Item 4 Deduct Bid Item 1		LF	380	-\$340.00	(\$12,920.00)						
Item 5-Encrease bid Item 9		LF	8	\$9,800.00	\$78,400.00						
Change Order 3 (Close Out)			-121,500								
Item 1 Deduct Bid Item 3			53	-500.00	(\$26,500.00)						
Item 2 Deduct Bid Item 4		LS	-1	45,000.00	(\$45,000.00)						
Items 3-9			1	-50,500.00	(\$50,500.00)						
<b>SUMMARY</b>								Total This	\$ -	Total Billed	\$0.00
A. Original Contract Amount						<b>Retention and/or Escrow Payment Schedule</b>					
B. Approved Change Order 1 Thru 3						Total Retention Required as of this billing					
C. Total Authorized Amount (A+B)						Previous Retention Withheld in PO or in Escrow					
D. Total Billed to Date						Add'l Amt to Withhold in PO/Transfer in Escrow:					
E. Less Total Retention (5% of D)						Amt to Release to Contractor from PO/Escrow:					
F. Less Total Previous Payments											
<b>G. Payment Due Less Retention</b>						<b>Contractor Signature and Date:</b>					
H. Remaining Authorized Amount											

**APPENDIX E**

**Hydrostatic Discharge Form**

## APPENDIX

### Hydrostatic Discharge Requirements Certification (Discharge Events < 500,000 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. 2002-0020, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by ([http://www.swrcb.ca.gov/rwqcb9/board\\_decisions/adopted\\_orders/2002/2002\\_0020.shtml](http://www.swrcb.ca.gov/rwqcb9/board_decisions/adopted_orders/2002/2002_0020.shtml)), and as follows:

Discharged water has been dechlorinated to below <b>0.1 (mg/l)</b> level; and effluent has been maintained between <b>6 and 9 (PH)</b> based on:							<i>is discharge within acceptable limits?</i>		<i>Comment</i>
Event #	Discharge Date & Amount (GAL)	Discharge Time	Meter Readings (at source)	Test Results (Chlorine / PH)	Name of Personnel Conducting Tests (print)	*signature of personnel	yes	no	
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
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	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						
	Date	Start:	Start:						
	Amt:	End:	End:						

*\*By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.*

**Project Name:** \_\_\_\_\_

**Work Order No.(s):** \_\_\_\_\_

Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported **within 24 hours** of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which exceeds any effluent limit]

**APPENDIX F**

**Long-Term Re-Vegetation Maintenance Contract**

## LONG-TERM REVEGETATION MAINTENANCE CONTRACT

This Long-Term Revegetation Maintenance Contract [Contract] is made and entered into by and between the City of San Diego [City], a municipal corporation, and [insert name of the 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 the Contract execution, the Parties entered into an agreement [Agreement] for the construction of **Fontaine Street Storm Drain Phase III** [Project], WBS number **B-00607**, Bid No. **L-14-1109-DBB-2**.
- B. In accordance with the Agreement, the Contractor shall enter into this contract with the City for the purpose of implementing and fulfilling long-term revegetation maintenance and monitoring requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Fontaine Street Storm Drain Phase III** [Maintenance Requirements].
- C. The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this contract i.e., Maintenance Requirements.

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 contract by this reference.
- B. **Exhibits Incorporated.** All Exhibits and Attachments referenced in this contract are incorporated into this contract by this reference.
- C. **Contract Term.** This contract shall be effective on the date the Notice of Completion for the Agreement is executed, and it shall be effective until completion of the Work, described in Section 1.1 below.
- D. **Terms and Conditions.** This contract is subject to the terms and conditions of the Agreement included in The GREENBOOK and The WHITEBOOK i.e., Part 1, Sections 212, 308, and 700 through Section 708 and The WHITEBOOK EOCP Section except as follows.

### SECTION 1: SCOPE OF WORK

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

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



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

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

**1.3 Commencement of Work & Maintenance Period.** The Contract shall begin on the date indicated in the field notification to be issued by City to the Contractor in accordance with the Project's Agreement [Field Notification], and shall continue for **25** months. A copy of the Field Notification shall be attached hereto as Exhibit B.

**1.4 Performance of Work.** The Work shall be performed in accordance with the manufacturer's recommendations.

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

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

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

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

## **SECTION 2: ADMINISTRATION**

**2.1 Contract Administrator.** The Public Works Department is the Contract Administrator for the Contract. The Contractor shall perform the Work under the direction of a designated representative of the Public Works Department. The City will communicate with the Contractor on all matters related to the administration of this contract and the Contractor's performance of the Work rendered hereunder. When this contract refers to communications to or with City, those communications shall be with the City, unless the City or this contract specifies otherwise. Further, when this contract requires an act or approval by City, that act or approval will be performed by the City.

- 2.2 Local Office.** The Contractor shall maintain a local office with a competent company representative who can be reached during Normal Working Hours and who is authorized to discuss matters pertaining to this contract with the City. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative would fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls from the City shall be returned within a 1 hour period.
- 2.3 Emergency Calls.** The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature. The City shall refer emergency calls to Contractor for immediate disposition. The Contractor shall provide City with a 24 hour emergency telephone number for this purpose.
- 2.4 Staffing.** The Contractor shall furnish sufficient supervisory and working personnel capable of promptly accomplishing on schedule, and to the satisfaction of City, all Work required under this contract.
- 2.5 Contractor Inspections.** The Contractor shall perform inspections of the Work site and prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

### **PART 3: WORK SITE MAINTENANCE**

- 3.1 Use of Chemicals.** The Contractor shall submit to City for approval sample labels and MSDS for all chemical herbicides, rodenticides and pesticides proposed for use under this contract. 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 contract. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

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

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

- 3.2 Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticulturally acceptable landscape maintenance practices. The Contractor's failure to properly manage and conserve water may result in deductions or other penalties.

If Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for Contractor's failure to follow water conservation regulations imposed by the City, the State of California, the County Water Authority, or other legal entity shall be Contractor's responsibility and may be deducted from the monthly payment.

- 3.3 Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site unless specified otherwise.
- 3.4 Satisfactory Progression.** If the Revegetation Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, as determined by City, City may adjust monthly payments to Contractor accordingly.

#### SECTION 4: COMPENSATION

- 4.1 Maximum Compensation.** The compensation for this contract shall not exceed \$[the Contractor's lump sum bid amount for this long-term maintenance contract; will be established during the award process] [Contract Price].
- 4.2 Wage Rates.** Refer to the Agreement for Prevailing wages requirements for this contract.
- 4.3 Method of Payment and Reports.** The payments will be made monthly as a linear percentage of the Contract Price. As conditions precedent to payment, the Contractor shall submit every month a detailed invoice and report of maintenance work performed. The Contractor's failure to submit the required reports or certified payrolls as described in the Agreement shall constitute a basis for withholding of payment by the City.
- 4.4 Final Payment.** The Contractor shall not receive the final payment until the following conditions have been completed to the City's satisfaction:

The item(s) of the work subject to this maintenance coverage as specified in Exhibit A [Maintenance Items] have been determined to be in compliance with the Agreement and this contract.

The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Agreement, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

- 4.5** Notwithstanding sections 3.3 and 3.4, the Contractor may request that the City pay all or some of the compensation for the Contract at a time earlier than provided in those sections if the Contractor provides a surety bond acceptable to the City which secures performance of the Contract for the full remaining term. Early payment under this section and acceptability of such bond shall be at the City's sole discretion.

## **SECTION 5: BONDS AND INSURANCE**

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

A Payment Bond (Material and Labor Bond) in an amount not less than the Contract Price, to satisfy claims of material suppliers and mechanics and laborers employed by it on the Work. The Payment Bond shall be maintained by the Contractor in full force and effect until the Work is accepted by City and until all claims for materials and labor are paid, and shall otherwise comply with the California Civil Code.

A Performance Bond in an amount not less than the Contract Price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects. The Performance Bond shall remain in full force and effect until performance of the Work is completed as set forth in this contract.

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

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

- a) Obtain insurance certificates reflecting evidence of insurance as specified in the Agreement, Section 7-3, "LIABILITY INSURANCE" for:
  1. Commercial General Liability
  2. Commercial Automobile Liability
  3. Worker's Compensation

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

- b) Confirm that all policies contain the specific provisions required in Section 7-3, "LIABILITY INSURANCE."

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

## **SECTION 6: MISCELLANEOUS**

- 6.1** Illness and Injury Prevention Program. The Contractor shall comply with all the mandates of Senate Bill 198 and specifically shall have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to performance of any Work.
- 6.2** City Standard Provisions. This contract is subject to the following standard provisions. See The WHITEBOOK for details.

1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
  2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
  3. The City of San Diego Municipal Code §22.3224 as amended 11/24/08 by ordinance O-19808 for Pledge of Compliance.
  4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776 (Stats. 1978, Ch. 1249).
  5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
  6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
  7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 6.3 Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this contract.
- 6.4 Assignment.** The Contractor shall not assign the obligations under this contract, whether by express assignment or by sale of the company, nor any monies due or to become due, without City's prior written approval. Any assignment in violation of this Section shall constitute a Default and is grounds for immediate termination of this contract, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.
- 6.5 Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of City. Any provisions of this contract that may appear to give City any right to direct Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.
- 6.6 Covenants and Conditions.** All provisions of this contract 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, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this contract, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

- 6.8 Successors in Interest.** This Contract and all rights and obligations created by this contract shall be in force and effect whether or not any Parties to the Contract have been succeeded by another entity, and all rights and obligations created by this contract shall be vested and binding on any Party's successor in interest.
- 6.9 Integration.** This Contract and the exhibits, attachments, and references incorporated into this contract fully express all understandings of the Parties concerning the matters covered in this contract. No change, alteration, or modification of the terms or conditions of this contract, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this contract agreed to by both Parties. All prior negotiations and agreements are merged into this contract.
- 6.10 Counterparts.** This Contract may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11 No Waiver.** No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this contract, 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 contract, 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 contract shall not render any other provision of this contract unenforceable, invalid, or illegal.
- 6.13 Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this contract, and the decision of whether to seek advice of counsel with respect to this contract is a decision which is the sole responsibility of each Party. This Contract shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Contract.
- 6.14 Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with Resolution No. R-[\*insert number of Resolution authorizing advertising and award of 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 DBB or RFP award process] and that I have read this entire contract, this \_\_\_\_\_ day of \_\_\_\_\_, [\*insert year].

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

I HEREBY APPROVE the form and legality of the foregoing Contract this \_\_\_\_\_ day of \_\_\_\_\_, [\*insert year\*].

Jan I. Goldsmith, 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 those Specifications and Drawings numbered **34417-1-D** through **34417-3-D** [Specifications], which are incorporated into this contract by this reference as though fully set forth herein.

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

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

**III. Method of Performing Work.**

A. Irrigation. Irrigation shall be applied to container and salvaged plants at the discretion of the Project Biologist. Delivery techniques and schedules will vary depending on the availability of a sprinkler irrigation system and weather patterns. Timing of implementation is intended to use natural precipitation, but supplemental watering shall be applied when needed. Failure of an existing irrigation system to provide full and proper coverage shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage to all areas.

1. In areas where an automatic sprinkler system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.

2. All areas not adequately covered by a sprinkler system shall be irrigated by a portable irrigation method. The Contractor shall furnish all hoses, nozzles, sprinklers, etc. necessary to accomplish this supplementary irrigation. Care shall be exercised to prevent water waste, erosion, and/or detrimental seepage into existing underground improvements or structures.

3. Irrigation shall be accomplished as follows:



- a) Turf (if any) shall be irrigated Monday through Friday, as required, to maintain horticulturally acceptable growth and color, and to encourage deep rooting. Daily watering should be avoided wherever possible, in favor of scheduling applications every other night or twice each week. Additional irrigations 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 horticulturally acceptable growth and color, and to encourage deep rooting.
  - c) Shrub beds (if any) shall be irrigated as required to maintain horticulturally acceptable growth and color, and to promote deep rooting. 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 ecologically acceptable growth, form and health, and to promote deep rooting. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. Maintenance of Irrigation System. The Contractor shall keep controller and valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the “cold” side of the water meter throughout the Revegetation Area. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
- a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.

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

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

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

- i) maintain plants in a healthy, growing condition;
- ii) maintain plant growth within reasonable bounds;
- iii) prevent encroachment of passage ways, walks, streets, or view of signs; and
- iv) prevent encroachment in any manner deemed objectionable by City.

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

C. Tree Maintenance. Contractor shall maintain all trees in the revegetation area in their natural shapes. The Contractor shall perform pruning to promote the best growth habits, appearance, and health of the tree, and to prevent encroachment which blocks vision or is in any manner deemed undesirable by City. The Contractor is responsible for tree pruning that can be accomplished with a 12' pole saw by a worker standing on the ground. The Contractor shall not top trees.

1. Potential Hazards. The Contractor shall notify City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.

2. Replacement. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City. The Contractor shall replace trees in kind and size as determined by City. If there is a difference in value between the tree lost and the replacement tree, City will deduct the difference from the Contract payment. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
  3. Staking. The Contractor shall securely stake any newly planted trees and other trees needing support with 2 "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Fertilization. Contractor shall fertilize the Revegetation Area as necessary to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application [Fertilizer Schedule]. The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this contract. All fertilization shall first be approved by the Project Biologist.
1. Contractor shall notify City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this contract. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by City and Contractor's copy shall be signed by City, on site, before any fertilizer may be used.
  2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
  3. If deemed necessary by City to achieve required results, Contractor shall apply other materials as directed by City, including:
    - i) iron chelate;
    - ii) soil sulfur;
    - iii) gypsum; or
    - iv) surfactant enzymes such as Sarvon or Naiad.
  4. Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. Weed Removal. Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, “Weed” means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- F. Disease and Pest Control. The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify City within 4 days if disease or insect or rodent infestation is discovered. In its notice to City, Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of City, Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of City.
1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  2. Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor’s monthly payment.
- G. Plant Replacement. Except as provided in Section H below, Contractor shall notify City within 4 days of the loss of plant material due to any cause.
1. Contractor shall at no cost to City replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City.
  2. If so directed by City, Contractor shall replace any plant damaged or lost that is not a result of Contractor’s faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by City. The City will pay for materials and labor.
  3. City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When City determines such replacement should occur, Contractor shall replace the plants as directed by City. City will pay for materials and labor.
- H. Damage Reports. The Contractor shall notify City within 24 hours of any damage to the Work Area caused by accident, vandalism or theft.

- I. Litter. The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this contract. The Contractor understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.
  1. Contractor Generated Litter. The Contractor shall promptly remove all debris generated by Contractor's pruning, trimming, weeding, edging and other Work required by this contract. Immediately after working in streets, park walks, gutters, driveways, and paved areas, Contractor shall clean them in accordance with all applicable laws.
  2. Third Party Generated Litter. Upon discovery Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.

## **EXHIBIT B**

### **FIELD NOTIFICATION**

**[Inset a copy of the Engineer's Field Notification which establishes the commencement date of the monitoring program, see City Supplement, section 700-2.12]**

**EXHIBIT C**

**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** \_\_\_\_\_

Name of License Holder: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Pest Control Applicator's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Pest Control Advisor's Name:** \_\_\_\_\_

License Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**City of San Diego Business License Number:** \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**APPENDIX G**  
**Geotechnical Reports**





San Diego Office

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**GEOTECHNICAL INVESTIGATION  
TASK NO. 15 – FONTAINE STREET  
STORM DRAIN IMPROVEMENTS  
SAN DIEGO, CALIFORNIA**

**PREPARED FOR:**

**MR. CASEY CROWN  
THE CITY OF SAN DIEGO  
ENGINEERING AND CAPITAL  
PROJECTS DEPARTMENT  
600 B STREET, SUITE 800, MS 908A  
SAN DIEGO, CALIFORNIA 92101**

**PREPARED BY:**

**SOUTHERN CALIFORNIA SOIL & TESTING, INC.  
6280 RIVERDALE STREET  
SAN DIEGO, CALIFORNIA 92120**

*Providing Professional Engineering Services Since 1959*



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November 10, 2009

**SCS&T No. 0811209p  
Report No. 1  
Task No. 15**

**Mr. Casey Crown  
The City of San Diego  
Engineering and Capital Projects Department  
600 B Street, Suite 800, MS 908A  
San Diego, California 92101**

**Subject: GEOTECHNICAL INVESTIGATION  
TASK NO. 15 – FONTAINE STREET  
STORM DRAIN IMPROVEMENTS  
SAN DIEGO, CALIFORNIA**

Dear Mr. Crown:

This letter transmits Southern California Soil & Testing Inc.'s (SCS&T) report describing the geotechnical investigation performed for the subject project. We understand the project will consist of removing the existing 24-inch corrugated metal pipe (CMP) and replacing it with a 24-inch reinforced concrete pipe (RCP) in the city of San Diego, California. This investigation was conducted in general conformance with SCS&T's proposal dated September 8, 2009.

If you have any questions concerning this report, or need additional information, please call me at (619) 280-4321.

Respectfully Submitted,  
**SOUTHERN CALIFORNIA SOIL AND TESTING, INC.**



**Garrett B. Fountain, P.E. 2752  
Principal Geotechnical Engineer**

GBF:EL:aw

- (4) Addressee
- (1) Addressee via e-mail [ccrown@sandiego.gov](mailto:ccrown@sandiego.gov)

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## **EXECUTIVE SUMMARY**

This report presents the results of the geotechnical investigation performed by Southern California Soil and Testing for the Fontaine Street Storm Drain Improvements. We understand that the existing 24-inch CMP will be removed and replaced with a new 24-inch RCP. The storm drain line will extend north of Fontaine Street along an existing canyon. The storm drain will outlet into a riprap energy dissipator at the toe of the slope.

One test pit and 2 slope trenches were excavated with hand tools. Selected samples were tested to evaluate pertinent classification and engineering properties and enable development of geotechnical conclusions and recommendations.

Materials encountered in the test pits and slope trenches consisted of fill over colluvial material. The fill ranges from about 4 to 5 feet deep and is comprised of medium dense clayey sand with cobbles. The colluvial material is comprised of stiff sandy clay. The site is mapped as being underlain by formational material commonly identified as the Friars Formation. This material was observed on the slope face in the vicinity of the site. Groundwater was not encountered in the test pit or slope trenches.

Conventional open-cut trenching excavation is feasible from a geotechnical standpoint. It is anticipated that the existing materials are readily excavatable with heavy-duty excavation equipment. In general, the excavated soil will not be suitable for backfill without screening of oversize material. The maximum rock dimension anticipated is about 12 inches. The colluvium or formational material generally will provide adequate support for the storm drain line. The weight of the pipe and manholes will be less than the materials excavated for storm drain line installation. Therefore, pipe and manhole settlements are expected to be negligible.

## 1. INTRODUCTION

### 1.1 GENERAL

This report presents the results of the geotechnical investigation performed by Southern California Soil and Testing for the Fontaine Street Storm Drain Improvements. We understand that the existing 24-inch storm drain of CMP construction will be removed and replaced with a new 24-inch RCP. The storm drain line will extend north from Fontaine Street along an existing canyon. The storm drain will outlet into a riprap energy dissipator at the toe of the slope. The planned alignment is shown on Figure 1.

### 1.2 PROJECT SCOPE OF WORK

The project scope of work consisted of the following:

- Hand digging 1 test pit and logging the materials exposed along the slope face.
- Logging the materials encountered in the test pit and slope face and obtaining samples for examination and laboratory testing.
- Performing laboratory tests to evaluate material classifications and strength.
- Developing conclusions and recommendations regarding:
  - Subsurface conditions along the pipeline alignment.
  - Excavation conditions and the potential for difficult excavation conditions.
  - Groundwater levels and the necessity for dewatering.
  - Allowable temporary side slopes and the necessity for shoring.
  - Lateral loads on shoring, if required.
  - Support for pipeline.
  - Potential pipeline settlement.
  - Foundation conditions at the pipe invert level along with recommendations for remedial earthwork, if necessary.
  - Suitability of excavated materials for pipe bedding and backfill.
  - Bedding and backfill materials, and placement and compaction procedures.
  - Slope stability.

## 2. DATA ACQUISITION

### 2.1 FIELD EXPLORATION

One test pit was excavated with hand tools. Additionally, the material exposed on the surface along the slope was logged at 2 locations. The approximate locations of the test pit and slope

trenches are shown on Figure 2. A discussion of the field investigation program and the test pit logs and slope trench logs are presented in Appendix I.

## 2.2 LABORATORY TESTING

Laboratory tests were performed to evaluate selected engineering properties and to provide a basis for geotechnical design recommendations. The following tests were performed:

- Grain Size Analyses
- Maximum Density and Optimum Moisture Content Tests
- Direct Shear Strength Tests

The test results and brief descriptions of the test procedures are contained in Appendix II.

## 3. FINDINGS

### 3.1 ALIGNMENT DESCRIPTION

The alignment of the planned storm drain line is in a proposed 40-foot wide drainage easement that extends about 230 feet north from Fontaine Street approximately 300 feet west of Linna Street in the city of San Diego, California. Topographically, the storm drain descends a 2:1 (horizontal:vertical) slope with a total elevation difference of about 100 feet. The existing storm drain consists of a corrugated metal pipe (CMP). The storm drain is broken and has washed out the slope at various locations. Vegetation along the alignment consists of native grasses, brush and trees.

### 3.2 SUBSURFACE CONDITIONS

Fill and colluvial material underlie the alignment.

**Fill:** Fill was encountered in the test pits and slope logs. The fill extends to depths of between about 4 and 5 feet below the existing ground surface. The fill consists of medium dense clayey sand with cobbles.

**Colluvial Material:** Colluvial material was encountered below the fill in slope trench SL-1 at a depth of 4 feet and in slope trench SL-2 at a depth of 5 feet. The colluvial material consisted of stiff sandy clay.

A cross section showing the anticipated subsurface conditions along the storm drain alignment is presented on Figure 3.



### **3.3 GROUNDWATER**

Groundwater was not encountered in test pits or slope trenches. It is anticipated that the groundwater level will be below an elevation that would influence construction. However, groundwater levels can fluctuate seasonally, and can rise significantly following periods of precipitation.

### **3.4 SLOPE STABILITY**

The planned storm drain alignment descends a 2:1(horizontal:vertical) slope comprised of the fill, colluvial material and Friars Formation. Based on our analysis, the slope has an adequate factor-of-safety in respect to gross stability. The results of our analyses are presented in Appendix III. In our opinion, the site is underlain by material with favorable geologic structure and a low to moderate risk of instability.

## **4. DISCUSSION AND CONCLUSIONS**

### **4.1 GENERAL**

Conventional open-cut trenching excavation is feasible from a geotechnical standpoint. In general the excavated soil will be suitable for backfill. However, screening for oversized materials should be anticipated. The maximum rock dimension anticipated is about 12 inches. The colluvial and formational material generally will provide adequate support for the storm drain line. The weight of the pipe and manholes will be less than the materials excavated for storm drain line installation. Therefore, pipe and manhole settlements are expected to be negligible.

### **4.2 EXCAVATION CONDITIONS**

The majority of the fill and formational materials are readily excavatable with heavy-duty excavation equipment. However, well-cemented cobble and gravel lenses should be anticipated. Contract documents should specify that the contractor have equipment capable of excavating cobbles available on-site to reduce the potential for claims for delays if cemented zones are encountered.

### **4.3 TEMPORARY EXCAVATION SLOPES**

Temporary slopes in fill and colluvial material should not be steeper than 1:1 (horizontal:vertical). The faces of temporary slopes should be inspected daily by the contractor's Competent Person before personnel are allowed to enter the excavation. Any zones of potential instability, sloughing or raveling should be brought to the attention of the Engineer and corrective action implemented before personnel begin working in the trench.

Slopes steeper than those described above will require shoring. Soldier piles and lagging, sheet piles, internally braced shoring, trench boxes, or anchor tie-back walls could be used. If trench boxes are used, the soil immediately adjacent to the trench box is not directly supported. Ground surface deformations immediately adjacent to the trench could be greater where trench boxes are used compared to other methods of shoring.

Recommended earth pressure values for cantilever shoring (soldier piles and lagging and sheet piles without tie-back anchors) and for shoring with multiple levels of bracing (internally braced or tie-back) are shown on Figure 4. The surcharge loads on shoring from traffic and construction equipment working adjacent to the trench can be modeled by assuming an additional two feet of soil behind the wall. Excavated materials should not be stockpiled behind temporary shoring within a distance equal to the depth of the excavation. SCS&T should be notified if other surcharge loads are anticipated so that lateral load criteria can be developed for the specific situation.

Existing fill and colluvial materials should be classified as Type C soils in accordance with CalOSHA guidelines.

#### **4.4 DEWATERING**

Seepage into the trench excavation, could occur locally following heavy rain or local irrigation. Additionally, perched water could be encountered on top of the Formation. Dewatering can most effectively be accomplished by sloping the excavation bottom to a sump and pumping from the sump. A layer of gravel about 6 inches thick placed in the bottom of the excavation will facilitate groundwater flow and can be used as a working platform. If the gravel is kept clean, it likely also can be used for bedding.

#### **4.5 PIPELINE RECOMMENDATIONS**

##### **4.5.1 Bearing Capacity for Pipeline**

It is anticipated that most of the materials encountered at planned storm drain line depths will provide adequate support for the pipe although loose, soft, and otherwise unsuitable materials should be anticipated locally in the fill. Unsuitable materials encountered at the bottom of the trench, as determined during construction by the engineer, should be excavated to competent material as determined by the engineer. The excavated materials can be replaced with compacted fill or pipe bedding material as described below. Unsuitable materials should be removed from the full width of the excavation. The bottoms of the excavations should be approved by the engineer prior to placement of pipe bedding.





#### **4.5.2 Pipe Bedding**

Bedding material should consist of clean sand or crushed aggregate meeting criteria in Section 306-1.2.1 in the City of San Diego Supplement to the Standard Specifications for Public Works Construction (SSPWC). Alternative materials meeting the intent of the bedding specifications also will be acceptable. Samples of materials proposed for use as bedding should be provided to the engineer for inspection and testing before the material is imported for use on the project. Existing materials along the alignment are not expected to be suitable for use as bedding.

The pipe bedding material should be placed over the full width of the excavation. After placement of the pipe, the bedding should be brought up uniformly on both sides of the pipe to reduce the potential for unbalanced loads. No voids or uncompacted areas should be left beneath the pipe haunches. Ponding or jetting the pipe bedding should not be allowed.

#### **4.5.3 Trench Backfill**

Existing soils free of organic debris and rocks greater than 4 inches in maximum dimension generally are expected to be suitable for use as trench backfill. It is anticipated that on-site material will need to be screened prior to being used as trench backfill. Imported material should not contain rocks or lumps greater than 4 inches in maximum dimension or organic debris. Imported materials should meet the specifications for CalTran's Structural Fill. SCS&T or an authorized representative of the City of San Diego should inspect and, if appropriate, test proposed imported materials before they are brought to the site.

### **4.6 Earthwork**

Backfill should be placed in lifts 8 inches or less in loose thickness, moisture conditioned to optimum moisture content or slightly above, and mechanically compacted to at least 90% relative compaction based on the ASTM D 1557 laboratory test procedure. All references to optimum moisture content and relative compaction in this report are based on this test method.

## **5. CLOSURE**

### **5.1 GEOTECHNICAL REVIEW**

The utility and earthwork plans and pertinent sections of the project specifications should be reviewed by the geotechnical engineer to evaluate conformance with the intent of the conclusions and recommendations contained in this report. If project conditions or final design vary from those described in this report, SCS&T should be contacted regarding the applicability



of, and the necessity for any revisions to, the conclusions and recommendations presented in this report.

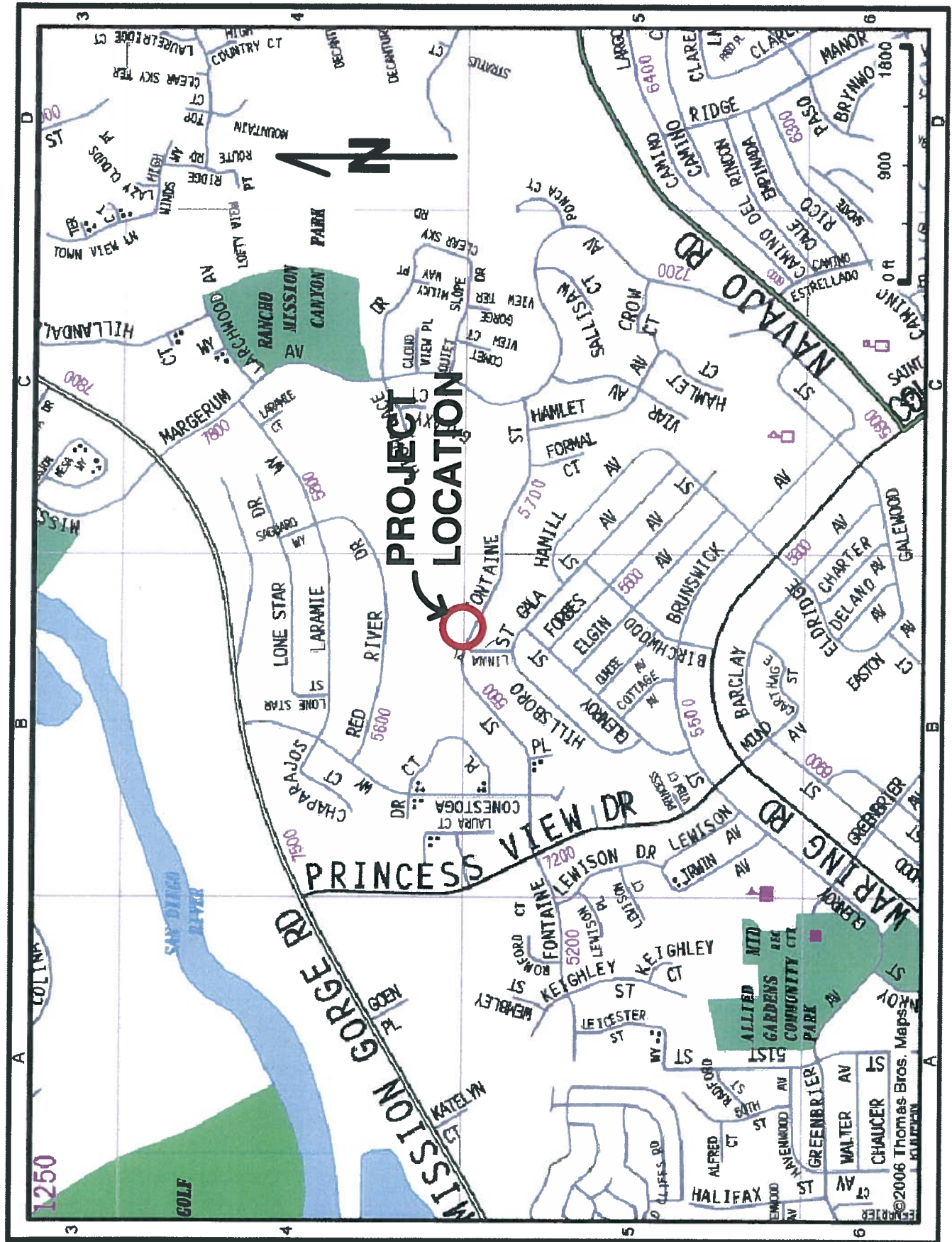
Removal of unsuitable soils, and placement and compaction of bedding and backfill, should be observed by the geotechnical engineer. Appropriate field tests should be performed to provide quality control and quality assurance for bedding and backfill.

## **5.2 LIMITATIONS**

This report is based on the project as described and the information obtained from the test pits and trenches at the approximate locations indicated on Figure 2. The findings are based on the results of the field, laboratory and office investigations, combined with interpolation and extrapolation of conditions between and beyond the test pit and slope trench locations and reflect interpretation of the limited direct evidence obtained.

This report has been prepared for the use of City of San Diego in design of the described project. It may not contain sufficient information for other users or other purposes. This report has been prepared in accordance with generally accepted geotechnical practice in San Diego County. No warranty, express or implied, is given or intended with respect to the information contained in this report.





SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.

Appendix C – Geotechnical Reports  
Fontaine Street Storm Drain Phase III

FONTAINE STREET STORM  
DRAIN PHASE III  
TASK 15

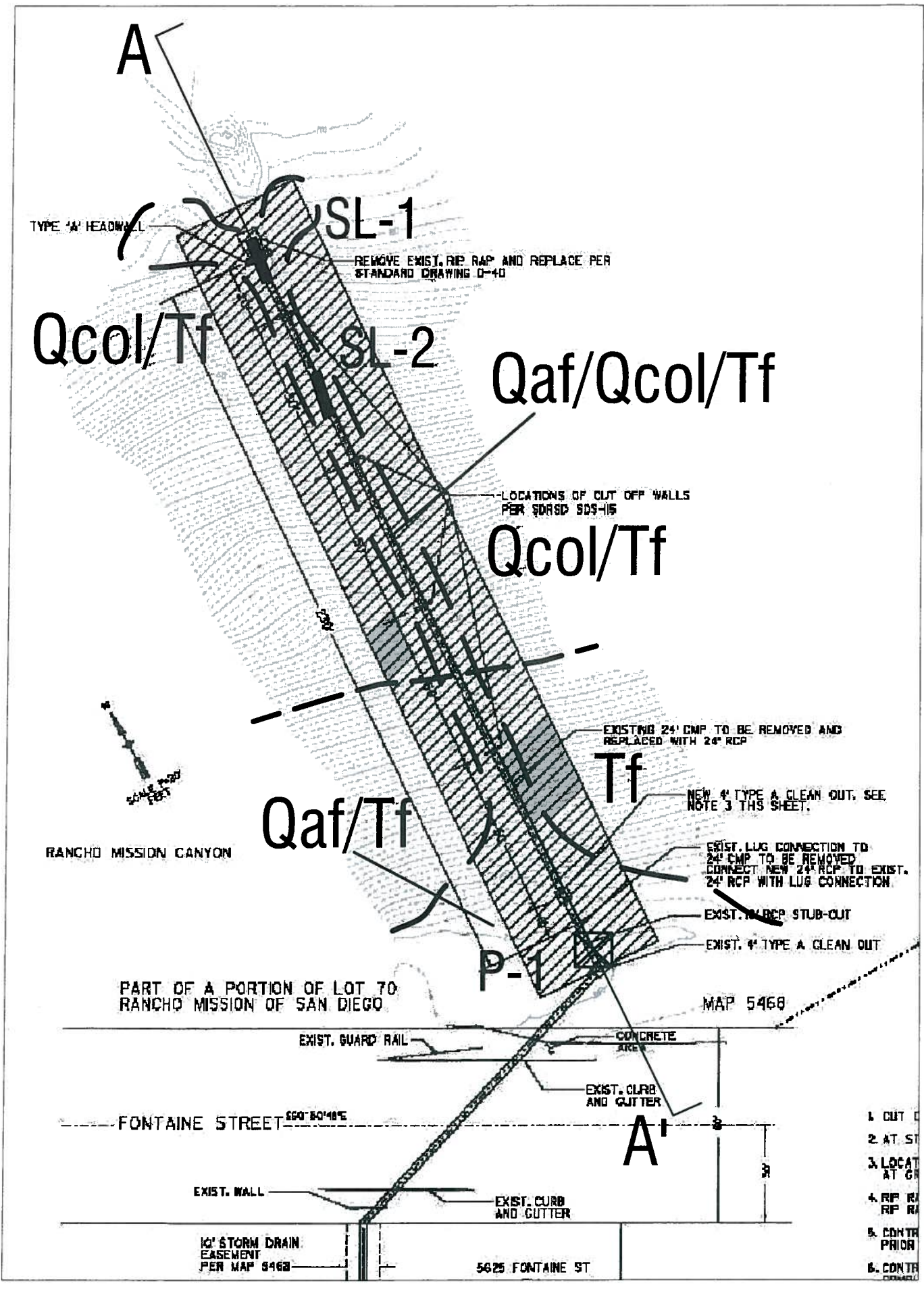
Date: 11/9/09  
By: AKN  
Job No.: 0811209P-1

Figure:



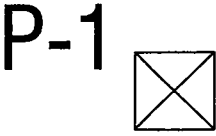

1

141 | Page





## EXPLANATION

Qaf/Qcol/Tf	Artificial fill underlain by Colluvium underlain by Friars Formation
Qaf/Tf	Artificial fill underlain by Friars Formation
Qcol/Tf	Colluvium underlain by Friars Formation
Tf	Friars Formation
	Inferred geologic contact
	Cross-section shown on Figure 3
	Test pit location
	Slope log location

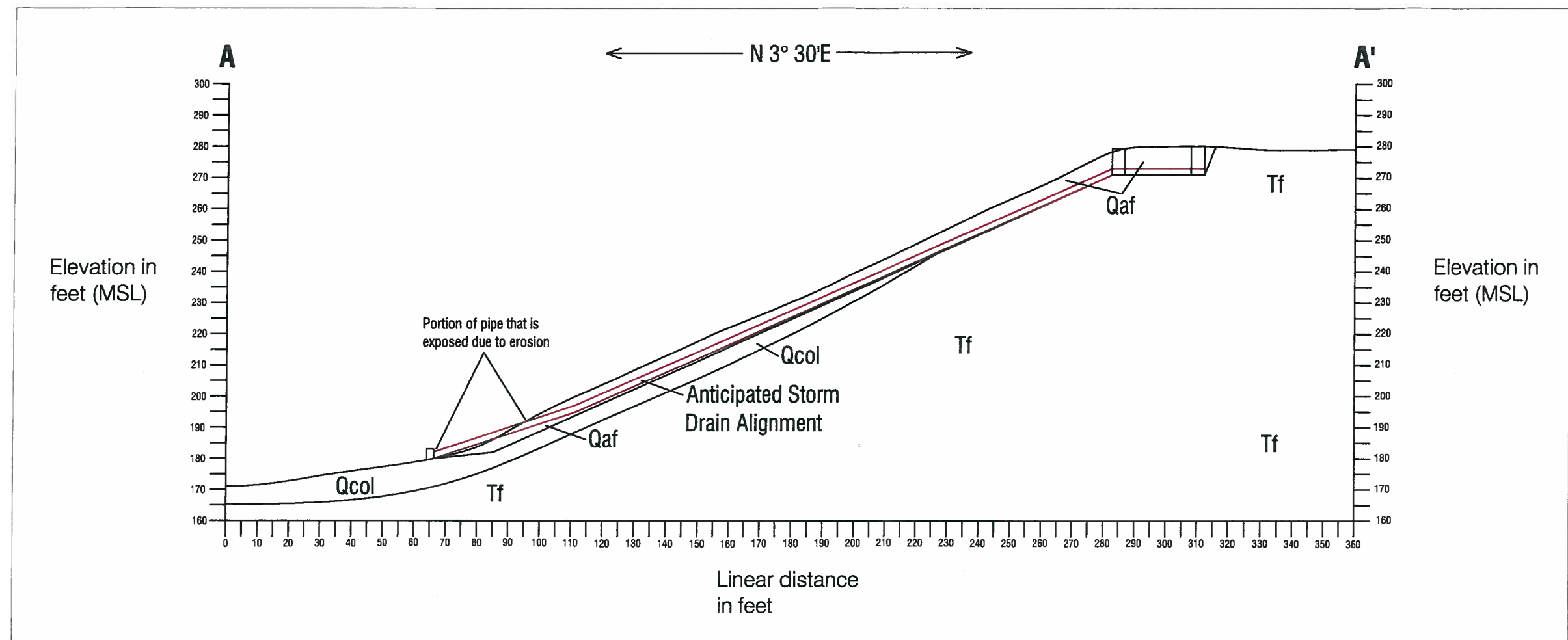
Date: November 10, 2009  
 By: AKN  
 Job No.: 0811209P-1  
 Scale: 1"=40'

FONTAINE STREET  
 STORM DRAIN PHASE III

SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.



Figure:  
2



**EXPLANATION**

Qaf Artificial Fill

Qcol Colluvium

Tf Friars Formation

Date: November 10, 2009  
 By: AKN  
 Job No.: 0811209P-1  
 Scale: 1"=40'

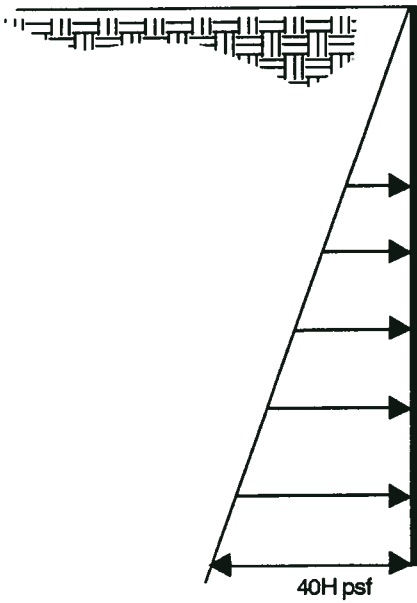
FONTAINE STREET  
 STORM DRAIN PHASE III

SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.

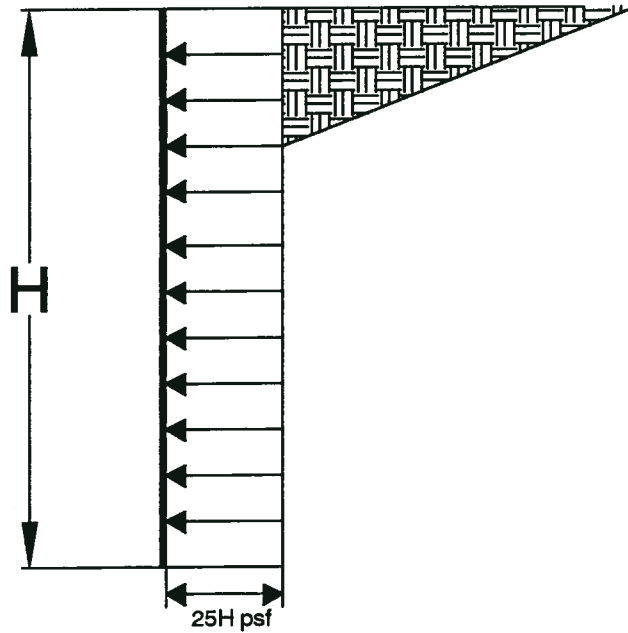
Figure:  
3

# Lateral Pressure Diagrams

Cantilever Shoring



Shoring With Multiple Levels of Support



SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.

Fontaine Street Storm Drain - Task 15

By: GF

Date: 11-9-09

Job No.: 0811209-1

Figure: 444 | Page

**APPENDIX I  
FIELD INVESTIGATION**

One exploratory test pit and 2 slope trenches were excavated with hand tools at the locations indicated on Figure 2 on October 27, 2009. The fieldwork was performed under the observation of our geology personnel, who also logged the test pit and slope trenches and obtained samples of the materials encountered.

The test pit and slope trench logs are presented on Figures I-2 through I-4. Soils are described in accordance with the Unified Soil Classification System illustrated on Figure I-1.

## SUBSURFACE EXPLORATION LEGEND

### UNIFIED SOIL CLASSIFICATION CHART

SOIL DESCRIPTION	GROUP SYMBOL	TYPICAL NAMES		
<b>I. COARSE GRAINED, more than 50% of material is larger than No. 200 sieve size.</b>				
<b>GRAVELS</b> More than half of coarse fraction is larger than No. 4 sieve size but smaller than 3".	<b>CLEAN GRAVELS</b>	GW Well graded gravels, gravel-sand mixtures, little or no fines. GP Poorly graded gravels, gravel sand mixtures, little or no fines.		
	<b>GRAVELS WITH FINES</b> (Appreciable amount of fines)	GM Silty gravels, poorly graded gravel-sand-silt mixtures.		
		GC Clayey gravels, poorly graded gravel-sand, clay mixtures.		
	<b>SANDS</b> More than half of coarse fraction is smaller than No. 4 sieve size.	<b>CLEAN SANDS</b>	SW Well graded sand, gravelly sands, little or no fines. SP Poorly graded sands, gravelly sands, little or no fines.	
<b>SANDS WITH FINES</b> (Appreciable amount of fines)		SM Silty sands, poorly graded sand and silty mixtures.		
		SC Clayey sands, poorly graded sand and clay mixtures.		
<b>II. FINE GRAINED, more than 50% of material is smaller than No. 200 sieve size.</b>				
<b>SILTS AND CLAYS</b> (Liquid Limit less than 50)	ML Inorganic silts and very fine sands, rock flour, sandy silt or clayey-silt-sand mixtures with slight plasticity.			
	CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.			
	OL Organic silts and organic silty clays or low plasticity.			
<b>SILTS AND CLAYS</b> (Liquid Limit greater than 50)	MH Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts.			
	CH Inorganic clays of high plasticity, fat clays.			
	OH Organic clays of medium to high plasticity.			
<b>III. HIGHLY ORGANIC SOILS</b>		PT Peat and other highly organic soils.		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>∇ - Water level at time of excavation or as indicated</li> <li>⊗ - Bulk Sample</li> <li>AL - Atterberg Limits</li> <li>CAL - Modified California penetration test sampler</li> <li>CK - Undisturbed chunk sample</li> <li>CL - Chloride</li> <li>CON - Consolidation</li> <li>COR - Corrosivity Test                             <ul style="list-style-type: none"> <li>- Sulfate</li> <li>- Chloride</li> <li>- pH and Resistivity</li> </ul> </li> <li>DS - Direct Shear</li> <li>EI - Expansion Index</li> </ul> </td> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> <li>MS - Maximum Size of Particle</li> <li>MAX - Maximum Density</li> <li>pH - pH &amp; Resistivity</li> <li>RC - Relative Compaction</li> <li>RV - R Value</li> <li>SA - Sieve Analysis</li> <li>SC - Sand Cone</li> <li>SF - Sulfate &amp; Chloride</li> <li>SPT - Standard penetration test sampler</li> <li>ST - Shelby Tube</li> <li>TX - Triaxial Compression</li> <li>UC - Unconfined Compression</li> </ul> </td> </tr> </table>			<ul style="list-style-type: none"> <li>∇ - Water level at time of excavation or as indicated</li> <li>⊗ - Bulk Sample</li> <li>AL - Atterberg Limits</li> <li>CAL - Modified California penetration test sampler</li> <li>CK - Undisturbed chunk sample</li> <li>CL - Chloride</li> <li>CON - Consolidation</li> <li>COR - Corrosivity Test                             <ul style="list-style-type: none"> <li>- Sulfate</li> <li>- Chloride</li> <li>- pH and Resistivity</li> </ul> </li> <li>DS - Direct Shear</li> <li>EI - Expansion Index</li> </ul>	<ul style="list-style-type: none"> <li>MS - Maximum Size of Particle</li> <li>MAX - Maximum Density</li> <li>pH - pH &amp; Resistivity</li> <li>RC - Relative Compaction</li> <li>RV - R Value</li> <li>SA - Sieve Analysis</li> <li>SC - Sand Cone</li> <li>SF - Sulfate &amp; Chloride</li> <li>SPT - Standard penetration test sampler</li> <li>ST - Shelby Tube</li> <li>TX - Triaxial Compression</li> <li>UC - Unconfined Compression</li> </ul>
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**SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN IMPROVEMENTS, TASK ORDER NO. 15**

By: <b>AKN</b>	Date: <b>November 10, 2009</b>
Job Number: <b>0811209P</b>	Figure: <b>I-1</b>



## LOG OF SLOPE NUMBER SL-1

Date Excavated: 10/27/09  
 Equipment: Hand Tools  
 Surface Elevation (ft): 183

Logged by: AKN  
 Project Manager: GF  
 Depth to Water (ft): N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK			
1	SC	<b>Artificial Fill (Qaf):</b> Medium gray to brown, moist, medium dense, CLAYEY SAND with GRAVEL. Cobble up to 8-inches observed.	X	X			SA, DS, MAX
2							
3							
4	CL	<b>Colluvium (Qcol):</b> Dark gray, moist, stiff, SANDY CLAY. Trace small white mineral precipitate deposits.	X	X			
5							
6		<b>Bottom of erroded slope at 5½ feet.</b>					
7							
8							
9							
10							



**SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN REPAIR, PHASE 3**

By:	AKN	Date:	November 10, 2009
Job Number:	0811209P-1	Figure:	I-2

## LOG OF SLOPE NUMBER SL-1

Date Excavated: 10/27/09  
 Equipment: Hand Tools  
 Surface Elevation (ft): 201

Logged by: AKN  
 Project Manager: GF  
 Depth to Water (ft): N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK			
1	SC	<b>Artificial Fill (Qaf):</b> Medium brown to gray, moist, medium dense, CLAYEY SAND with GRAVEL. Cobble up to 8-inches in diameter observed.					
2							
3							
4							
5	CL		<b>Colluvium (Qcol):</b> Medium brownish gray, moist, stiff, SANDY CLAY.				
6							
7		<b>Bottom of eroded slope at 7 feet.</b>					
8							
9							
10							



**SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN REPAIR, PHASE 3**

<b>By:</b>	AKN	<b>Date:</b>	November 10, 2009
<b>Job Number:</b>	0811209P-1	<b>Figure:</b>	I-3

## LOG OF TEST PIT NUMBER P-1

Date Excavated: 10/27/09  
 Equipment: Hand Tools  
 Surface Elevation (ft): 280

Logged by: AKN  
 Project Manager: GF  
 Depth to Water (ft): N/A

DEPTH (ft)	USCS	SUMMARY OF SUBSURFACE CONDITIONS	SAMPLES		MOISTURE (%)	DRY UNIT WT. (pcf)	LABORATORY TESTS
			UNDISTURBED	BULK			
1	SM	<b>Artificial Fill (Qaf):</b> Light gray, damp, medium dense, SILTY SAND.		X			SA, DS, MAX
2		<b>Practical refusal at 1-foot on cobble.</b>					
3							
4							
5							
6							
7							
8							
9							
10							



**SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN REPAIR, PHASE 3**

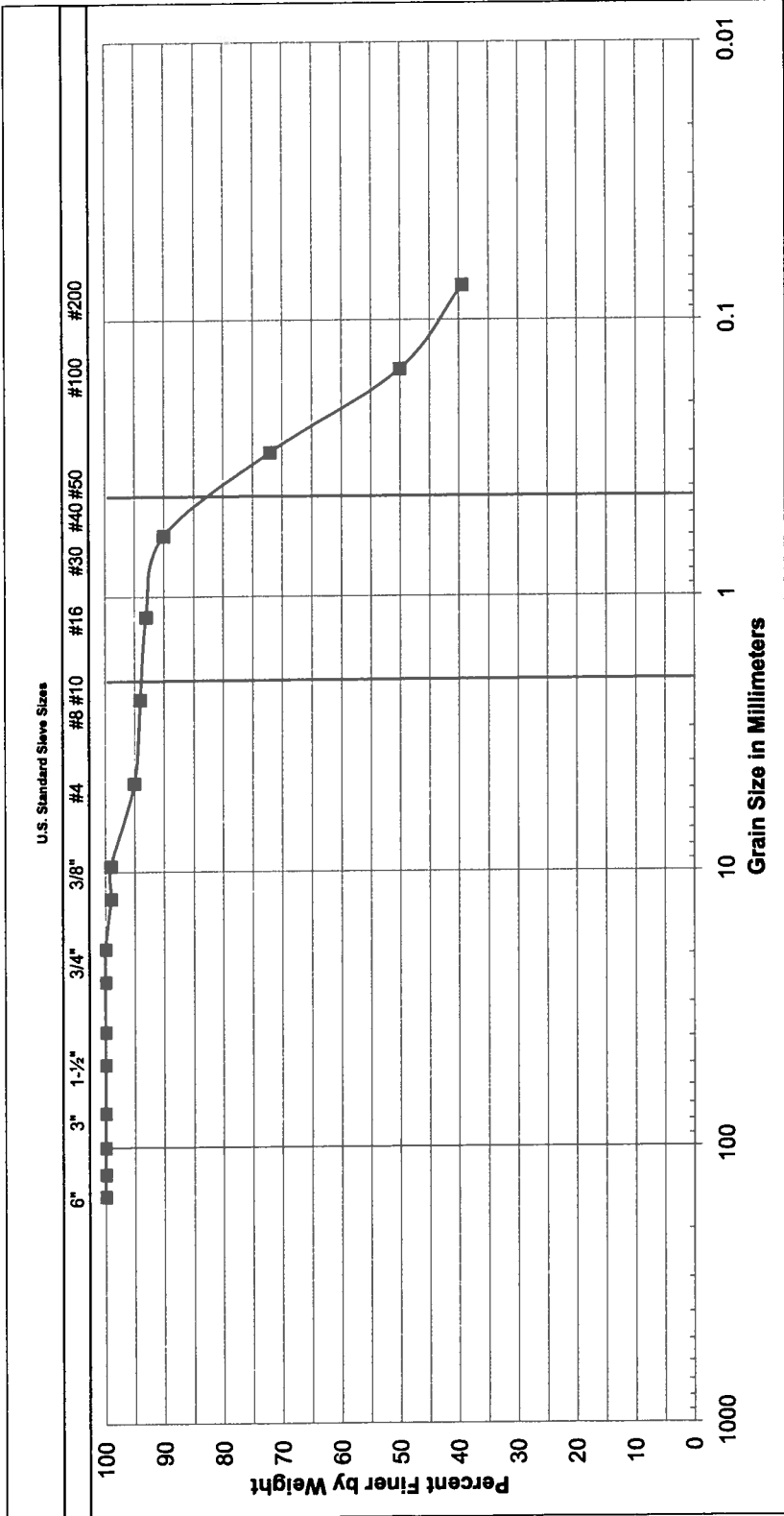
By: <b>AKN</b>	Date: <b>November 10, 2009</b>
Job Number: <b>0811209P-1</b>	Figure: <b>I-4</b>

### APPENDIX II LABORATORY TESTING

#### SUMMARY

Laboratory tests were performed to provide geotechnical parameters for engineering analyses. The following tests were conducted:

- **CLASSIFICATION:** Field classifications were verified in the laboratory by visual examination. The final soil classifications are in accordance with the Unified Soil Classification System.
- **GRAIN SIZE DISTRIBUTION:** The grain size distributions were determined for 3 samples in accordance with ASTM D 422. The results are presented on Figures II-1 through II-2.
- **MAXIMUM DENSITY AND OPTIMUM MOISTURE CONTENT:** The maximum density and optimum moisture content was determined for 3 samples in accordance with ASTM D 1557. The results are presented on Figure II-3.
- **DIRECT SHEAR:** Two direct shear tests were performed in accordance with ASTM D 3080. The shear stress was applied at a constant rate of strain of approximately 0.003 inch per minute. The results are presented on Figures II-4 through II-5.



Cobbles	Gravel		Sand		Silt or Clay	
	Coarse	Fine	Coarse	Medium	Fine	

**SAMPLE LOCATION**  
SL1 @ 0-4'

**UNIFIED SOIL CLASSIFICATION:**  
DESCRIPTION: SC  
CLAYEY SAND

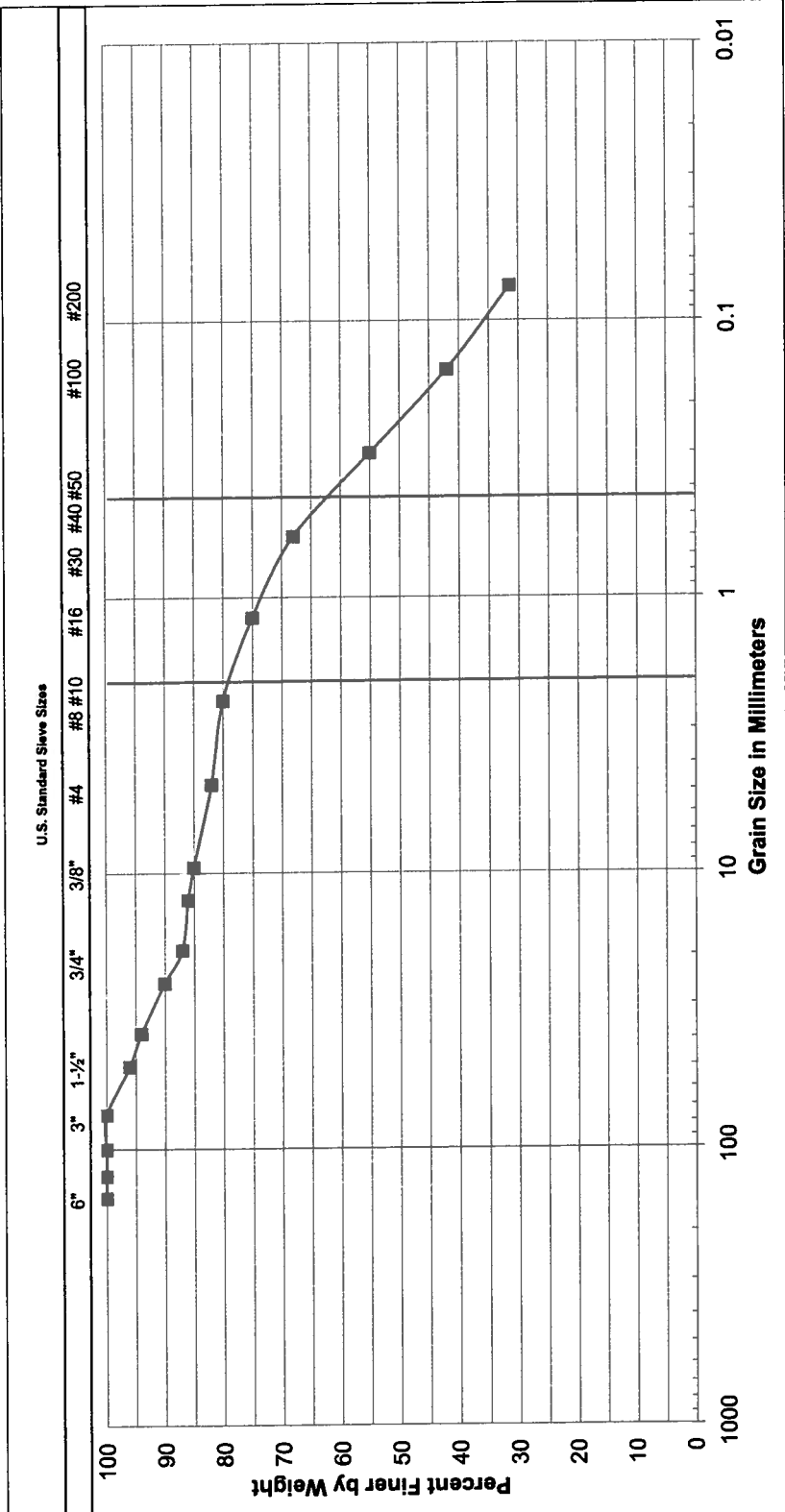
**ATTERBERG LIMITS**  
LIQUID LIMIT  
PLASTIC LIMIT  
PLASTICITY INDEX



**SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN PHASE III**

By: **AKN** Date: **November 5, 2009**  
Job Number: **0811209P-1** Figure: **II-1**



Cobbles	Gravel		Sand		Silt or Clay
	Coarse	Fine	Coarse	Fine	

<b>SAMPLE LOCATION</b>
P1@0-1'

<b>UNIFIED SOIL CLASSIFICATION:</b>	SM
<b>DESCRIPTION</b>	SILTY SAND

<b>ATTERBERG LIMITS</b>
LIQUID LIMIT
PLASTIC LIMIT
PLASTICITY INDEX




**SOUTHERN CALIFORNIA  
SOIL & TESTING, INC.**

**FONTAINE STREET STORM DRAIN PHASE III**

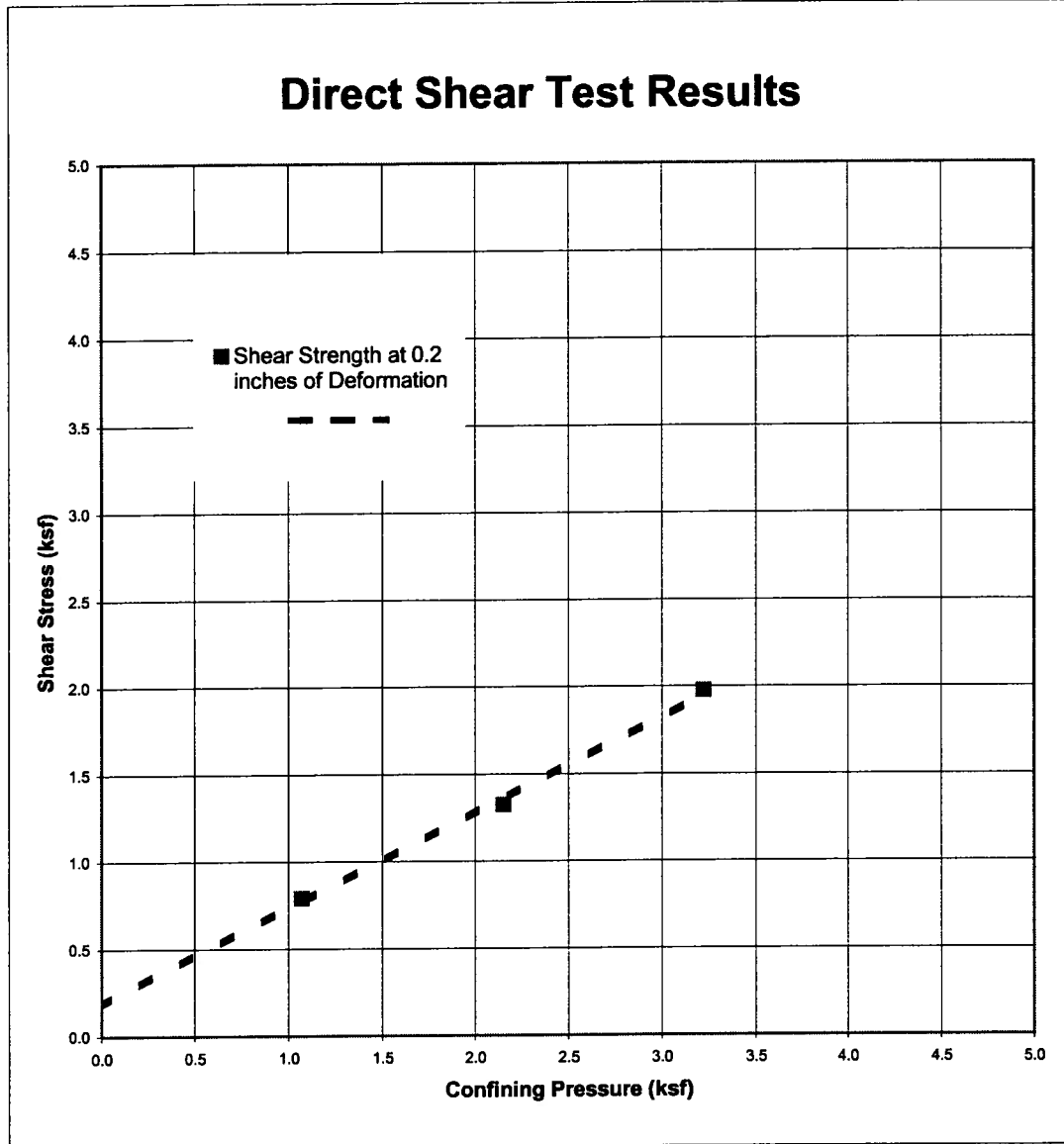
<b>By</b>	AKN	<b>Date</b>	November 10, 2009
<b>Job Number</b>	0811209P-1	<b>Figure:</b>	II-2


**MAXIMUM DENSITY & OPTIMUM MOISTURE CONTENT**  
ASTM D 1557

<b>SAMPLE</b>	<b>DESCRIPTION</b>	<b>MAXIMUM DRY DENSITY (pcf)</b>	<b>OPTIMUM MOISTURE (%)</b>
SL-1 @ 0-4 ft	CLAYEY SAND	121.3	10.0
P-1 @ 0-1 ft	SILTY SAND	118.1	12.7

 <b>SOUTHERN CALIFORNIA SOIL &amp; TESTING, INC.</b>	<b>FONTAINE STREET STORM DRAIN PHASE III</b>	
	<b>By:</b> AKN	<b>Date:</b> November 10, 2009
	<b>Job Number:</b> 0811209P	<b>Figure:</b> II-3

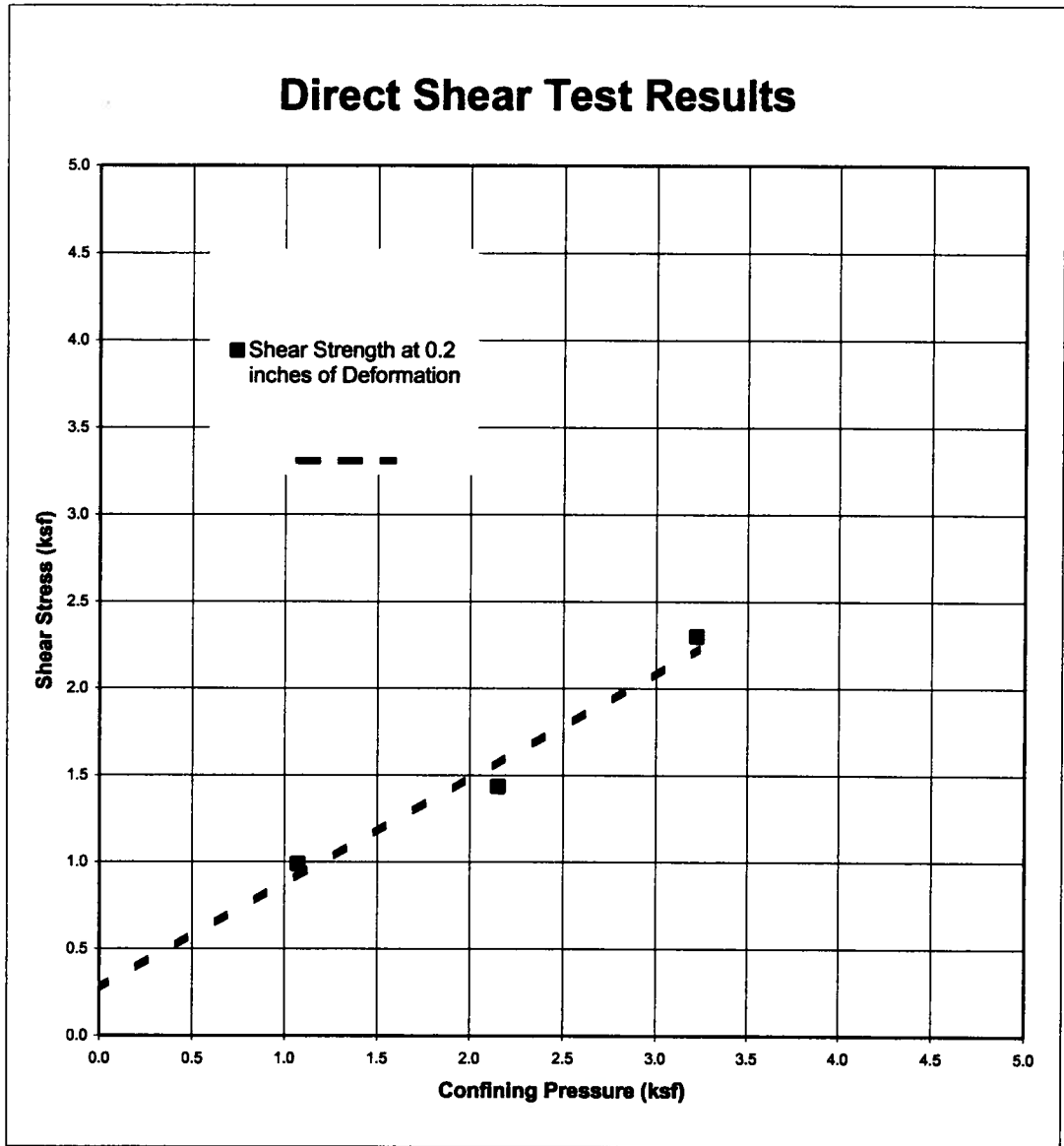
## Direct Shear Test Results




SAMPLE	DESCRIPTION	INTERNAL FRICTION ANGLE(DEG.)	COHESION INTERCEPT (PSF)
SL1@0-4	SILTY SAND Remolded to 90% Relative Compaction	29	178
<b><u>Shear Strength at 0.2 inches of Deformation</u></b>			
 <b>SOUTHERN CALIFORNIA SOIL &amp; TESTING</b>		<b>FONTAINE STREET STORM DRAIN PHASE III</b>	
		By: JJS/GBF	Date: November 5, 2009
		Job Number: 0811209P-1	Figure: II-4



## Direct Shear Test Results

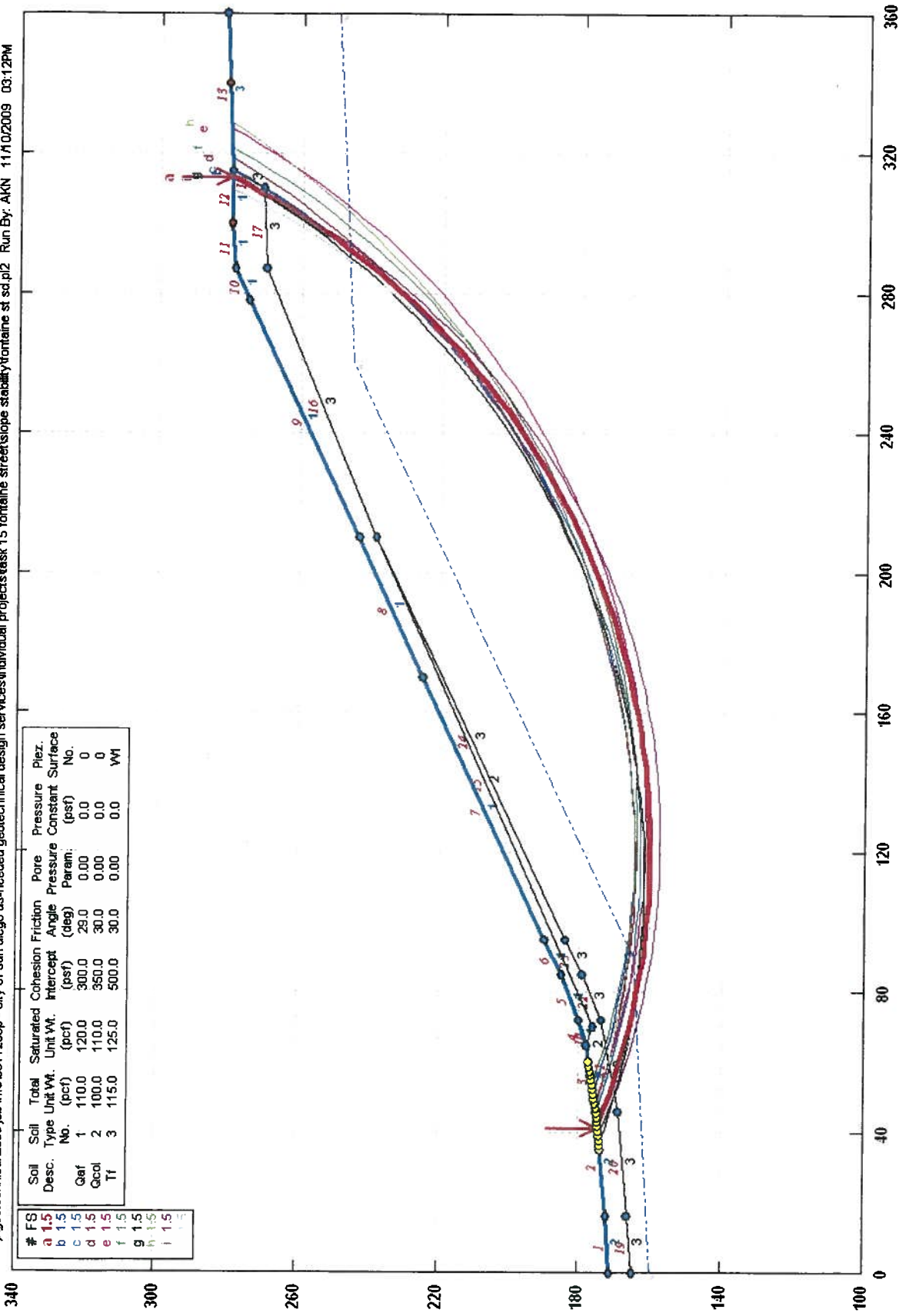


SAMPLE	DESCRIPTION	INTERNAL FRICTION ANGLE(DEG.)	COHESION INTERCEPT (PSF)
P1@0-1	CLAYEY SAND Remolded to 90% Relative Compaction		
<b><i>Shear Strength at 0.2 inches of Deformation</i></b>		31	265
 <b>SOUTHERN CALIFORNIA SOIL &amp; TESTING</b>		<b>FONTAINE ST STORM DRAIN</b>	
		BY: JJS/GBF	DATE: 11/10/2009
		JOB NUMBER: 0811209P	APPENDIX II-5



# Fontaine St Storm Drain Repair, Phase I

F:\geotechnical\2008 job info\0811209p - city of san diego as-needed geotechnical design services\individual projects\task 15 fontaine streetslope stability\fontaine sf sd.pl2 Run By: AKN 11/10/2009 03:12PM



GSTABL7 v.2 FSmin=1.5  
Safety Factors Are Calculated By The Modified Bishop Method



February 13, 2012

**SCS&T No. 0811209  
Report No. 2  
Task No. 15**

**Mr. Casey Crown  
The City of San Diego  
Engineering and Capital Projects Department  
600 B Street, Suite 800, MS 908A  
San Diego, California 92101**

Subject: GRADING RECOMMENDATIONS  
TASK NO. 15 – FONTAINE STREET  
STORM DRAIN IMPROVEMENTS  
SAN DIEGO, CALIFORNIA

Reference: 1. "Geotechnical Investigation, Task No. 15 – Fontaine Street, Storm Drain Improvements, San Diego, California"; prepared by Southern California Soil and Testing, Inc.; dated November 10, 2009 (Project No. 0811209-1).

Dear Mr. Crown:

## 1. INTRODUCTION

In accordance with your request, Southern California Soil and Testing, Inc. (SCS&T) has prepared this report to provide grading recommendations for the washed out area located at the toe of the slope at the subject project. The recommendations provided in the project geotechnical report, Reference 1, are still applicable.

## 2. SURFACE CONDITIONS

A member of our engineering staff performed a site reconnaissance at the subject site on January 31, 2012. The purpose of the reconnaissance was to observe the washed out area located at the toe of the slope. We understand this area washed out when the existing storm drain broke. The washed out area is approximately 50 feet long and ranges between about 10 feet to 20 feet wide. The surface exposed along the bottom descends at an inclination of about 3:1 (horizontal:vertical) or flatter, Figure 1. The depth of the washed out area extends between about 8 feet to 23 feet below the existing ground surface.

SCS&T's representative observed fill underlain by colluvial material exposed along the sides of the washed out area, and loose gravel, cobble, and debris along the surface exposed at the bottom of the washed out area. Appendix I has pictures of the site.

### 3. GRADING RECOMMENDATIONS

Site preparation should begin with the removal of the vegetation and deleterious matter in areas to receive fill. The existing fill and loose soil along the bottom of the washed out area should be excavated in their entirety. In our opinion, the contractor should expect that about 3 feet of material will be excavated. Horizontally, the excavation should extend a minimum of 5 feet beyond the perimeter of the washed out area located at the top of the side slopes. An SCS&T representative should observe the conditions exposed in the bottom of the excavations to determine if additional excavation is required.

The surface exposed by excavation should be scarified to a depth of 6 inches, moisture conditioned to approximately 2% above optimum moisture content and compacted to at least 90% relative compaction. The optimum moisture content and maximum dry density for the evaluation of relative compaction should be determined in accordance with ASTM D 1557 laboratory test procedure. All references to optimum moisture content and relative compaction in this report are based on this procedure.

A keyway should be established at the base of sloped areas. The keyway should be at least 15 feet wide at the bottom, extend at least 3 feet into competent material and be sloped back at an inclination of about 2%. The keyway may need to be wider to accommodate compaction equipment. Final keyway recommendations will depend on the final grading plans.

Fill slopes can be constructed at an inclination of 2:1 (horizontal:vertical). Compaction of slopes should be performed by back-rolling with a sheepsfoot compactor at vertical intervals of 2 feet or less, as the fill is being placed and by track-walking the face of the slope when the fill is completed. As an alternative, the fill slopes can be overfilled by at least 2 feet and cut back to expose dense material at the design line and grade.

Fills should be benched into temporary slopes and into competent material when the natural slope is steeper than 5:1 (horizontal:vertical).

Fill material should not contain rocks greater than 6 inches in any dimension. SCS&T expects that the excavated material will need to be screened of rocks greater than 6 inches in any diameter and processed with drier material prior to being placed as fill.

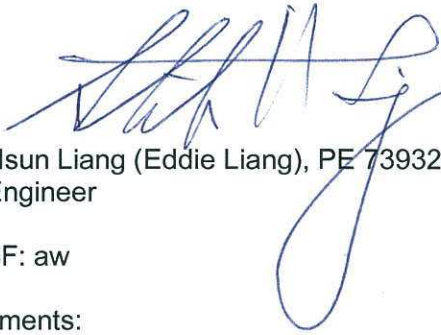
Fill should be reinforced with reinforcing grid such as Miragrid® 5XT or an equivalent placed at 2-foot increments, Figure 1. The reinforcing grid should extend along the entire width of the excavation and from the back cut to within 2 feet of the planned bottom of pipe elevation. Figure 1 presents a conceptual sketch showing the grid locations.

Imported soil to be used as fill should meet the specifications for Caltran's structure backfill. SCS&T or an authorized representative of the City of San Diego should inspect and, if appropriate, test proposed imported materials before they are brought to the site.

If you have any questions, please call us at (619) 280-4321

Respectfully Submitted,

**SOUTHERN CALIFORNIA SOIL & TESTING, INC**



Shih-Hsun Liang (Eddie Liang), PE 73932  
Staff Engineer

EL:GBF: aw

Attachments:

Figures

Figure 1 - Conceptual Repair Detail

Appendices

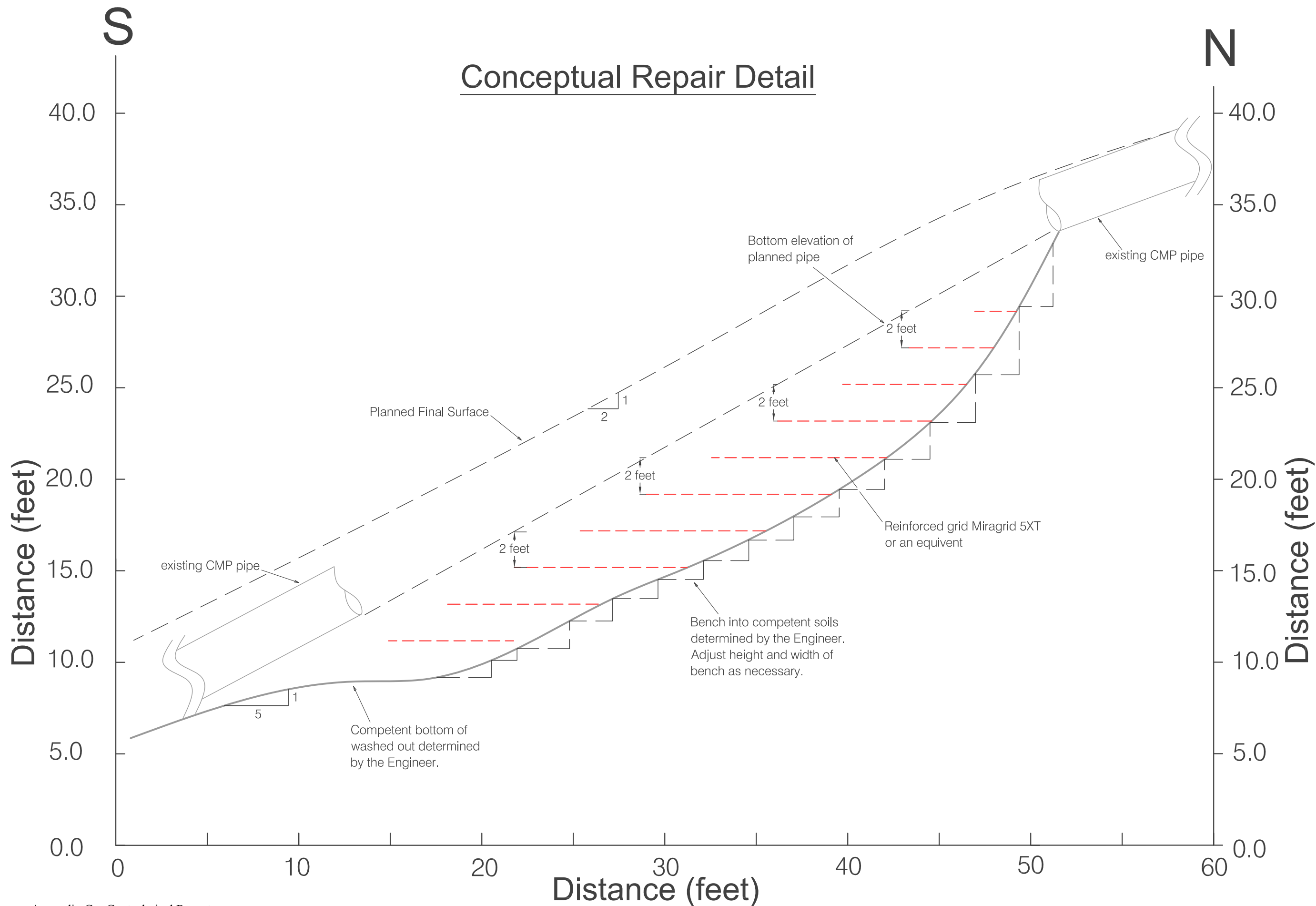
Appendix I - Photos

(2) Addressee

(1) Addressee via e-mail at [ccrown@san Diego.gov](mailto:ccrown@san Diego.gov)



# Conceptual Repair Detail



Date: 2/9/2012  
 By: EL  
 Job No.: 0811209-1,  
 Task No. 15  
 Scale: 1 inch = 5 feet

CONCEPTUAL REPAIR DETAIL  
 FONTAINE STREET STORM DRAIN  
 IMPROVEMENTS

 SOUTHERN CALIFORNIA  
 SOIL & TESTING, INC.

Figure:

1

**APPENDIX I  
PHOTOS**





# App I-photos



01-31-2012-Photo 1.jpg



01-31-2012-Photo 2.jpg



# App I-photos



01-31-2012-Photo 3.jpg



01-31-2012-Photo 4.jpg



# App I-photos



01-31-2012-Photo 5.jpg



01-31-2012-Photo 6.jpg

8/14/13 CW

# City of San Diego

CONTRACTOR'S NAME: PAL General Engineering, Inc.  
 ADDRESS: 5374 Eastgate Mall, San Diego, CA 92121  
 TELEPHONE NO.: 858 638-7100 FAX NO.: 858 638-7102  
 CITY CONTACT: Clementina Giordano - Contract Specialist, Email: cgiordano@sandiego.gov  
Ph. No. (619) 533-3481 - Fax No. (619) 533-3633  
 JGUISE / AREYES / LS



## CONTRACT DOCUMENTS

## FOR

## FONTAINE STREET STORM DRAIN PHASE III

VOLUME 2 OF 2

BID NO.:	<u>L-14-1109-DBB-2</u>
SAP NO. (WBS/IO/CC):	<u>B-00607</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>7</u>
PROJECT TYPE:	<u>CA</u>

**THIS CONTRACT IS SUBJECT TO THE FOLLOWING:**

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM..
- COMPETITION RESTRICTED TO: SLBE-ELBE FIRMS ONLY.

**THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO VOLUME 1 COVER PAGE FOR TIME, DATE, AND LOCATION**

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## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed **non-responsive**. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

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**BIDDING DOCUMENTS**

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**PROPOSAL**

**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.

**IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:**

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

**IF A PARTNERSHIP, SIGN HERE:**

- (1) Name under which business is conducted \_\_\_\_\_

**BIDDING DOCUMENTS**

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(2) Name of each member of partnership, indicate character of each partner, general or special (limited):

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Full Name and Character of partner

\_\_\_\_\_  
\_\_\_\_\_

(4) Place of Business (Street & Number) \_\_\_\_\_

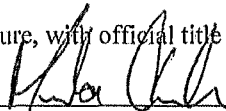
(5) City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) Telephone No. \_\_\_\_\_ Facsimile No. \_\_\_\_\_

**IF A CORPORATION, SIGN HERE:**

(1) Name under which business is conducted PAL General Engineering, Inc.

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

  
\_\_\_\_\_

(Signature)

Mervyn Jehoshan  
\_\_\_\_\_

(Printed Name)

President  
\_\_\_\_\_

(Title of Officer)

(Impress Corporate Seal Here)

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

(4) Place of Business (Street & Number) 5374 Eastgate Mall

(5) City and State San Diego, CA Zip Code 92121

(6) Telephone No. 858 638-7100 Facsimile No. 858 638-7102

**BIDDING DOCUMENTS**

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**THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:**

In accordance with the “**NOTICE INVITING BIDS**”, the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION     A    

LICENSE NO.   916931                                      EXPIRES   4/30/2015  

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

TAX IDENTIFICATION NUMBER (TIN):                                     

E-Mail Address:   info@palsd.com



**BIDDING DOCUMENTS**

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**THIS PROPOSAL MUST BE NOTARIZED BELOW:**

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

Signature *[Handwritten Signature]* Title President

SUBSCRIBED AND SWORN TO BEFORE ME, THIS *See attached* DAY OF \_\_\_\_\_, \_\_\_\_\_.

Notary Public in and for the County of \_\_\_\_\_, State of \_\_\_\_\_

\_\_\_\_\_  
(NOTARIAL SEAL)

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 9th  
day of AUGUST, 2013, by Marla Jahshan

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



Signature line with a handwritten signature.

BIDDING DOCUMENTS

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS,

That PAL General Engineering, Inc. as Principal, and  
The Hanover Insurance Company as Surety, are  
held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK required under the bidding schedule(s) of the OWNER's Contract Documents entitled  
Fontaine Street Storm Drain Phase III

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 9th day of August, 20 13

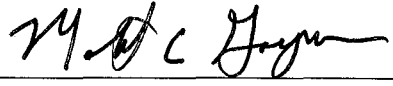
PAL General Engineering, Inc. (SEAL)

The Hanover Insurance Company (SEAL)

(Principal)

(Surety)

By: 

By: 

(Signature)

(Signature)

Marla Jahshan, President

Matthew C. Gaynor, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Matthew C. Gaynor, Kim D. Vasquez and/or Daniel Frazee**

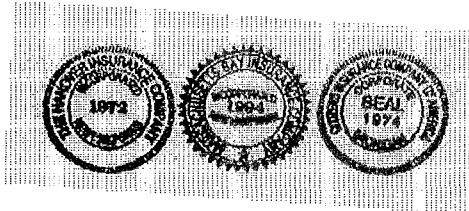
of **Santee, CA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **21st** day of **April 2011**.



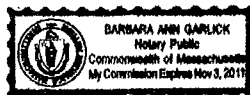
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Robert Thomas, Vice President

  
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this **21st** day of **April 2011**, before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



  
Barbara A. Garlick, Notary Public  
My Commission Expires November 3, 2011

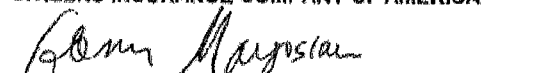
I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **9th** day of **August 2013**.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

  
Glenn Margosian, Vice President

**ACKNOWLEDGMENT**

State of California  
County of San Diego )

On August 9, 2013 before me, Kathy Scheuerman, Notary Public  
(insert name and title of the officer)

personally appeared Matthew C. Gaynor,  
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 Kathy Scheuerman (Seal)

**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 *8/9/13* )  
County of San Diego ) ss.

Marla Janshan, being first duly sworn, deposes and says that he or she is President of 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.

Signed: *Marla Janshan*  
Title: President

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
see attached  
\_\_\_\_\_  
Notary Public

(SEAL)

State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 9th  
day of August, 2013, by Marla Jahshan

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature [Handwritten Signature]

**BIDDING DOCUMENTS**

**CONTRACTORS 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
		N/A			

Contractor Name: PAL General Engineering, Inc.

Certified By Maria Jahshan Title President

Name

[Signature] Date 8-9-13

Signature

**USE ADDITIONAL FORMS AS NECESSARY**



**BIDDING DOCUMENTS**

**EQUAL BENEFITS ORDINANCE  
CERTIFICATION OF COMPLIANCE**



For additional information, contact:  
**CITY OF SAN DIEGO**  
**EQUAL BENEFITS PROGRAM**  
202 C Street, MS 9A, San Diego, CA 92101  
Phone (619) 533-3948 Fax (619) 533-3220

**COMPANY INFORMATION**

Company Name: PAL General Engineering, Inc.	Contact Name: Marla Jahshan
Company Address: 5374 Eastgate Mall, San Diego, CA 92121	Contact Phone: 858 638-7100
	Contact Email: info@palsd.com

**CONTRACT INFORMATION**

Contract Title: Fontaine Street Storm Drain Phase III	Start Date: TBD
Contract Number (if no number, state location): San Diego, CA	End Date: TBD

**SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS**

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
  - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
  - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at [www.sandiego.gov/administration](http://www.sandiego.gov/administration).

**CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION**

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
- Provides equal benefits to spouses and domestic partners.
  - Provides no benefits to spouses or domestic partners.
  - Has no employees.
  - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Marla Jahshan, President		8-9-13
Name/Title of Signatory	Signature	Date

**FOR OFFICIAL CITY USE ONLY**

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
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(Rev 02/15/2011)

**BIDDING DOCUMENTS**

**PROPOSAL (BID)**

The Bidder agrees to the construction of Fontaine Street Storm Drain Phase III, for the City of San Diego, in accordance with these contract documents for the prices listed below. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at \$500,000 or less) from the date of Bid opening to Award of the Contract. 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 e.g., bond and insurance.

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
<b>BASE BID</b>							
1	1	LS	9-3.4.1	532490	Mobilization		\$ 3450.00
2	1	LS	7-9.1.1	238990	Video Taping of Pre-Existing Conditions		\$ 350.00
3	1	LS	300-1.4	238910	Clearing and Grubbing		\$ 37781.00
4	1	LS	7-10.2.6	237310	Traffic Control		\$ 5655.00
5	1	EA	303-1.11	237110	Cleanout - Type A-4	\$ 5650.00	\$ 5650.00
6	230	LF	306-1.6	237110	24" RCP w/water-tight joints	\$ 135.00	\$ 31050.00
7	1	EA	303-1.11	237110	Concrete Energy Dissipator per SDD-105 with Rip-Rap	\$ 2550.00	\$ 2550.00
8	480	CY	300-4.9	237310	Import Soil for Slope Repair including Geogrid	\$ 55.00	\$ 26400.00
9	7	EA	303-1.11	237110	Cutoff Wall per SDS-115	\$ 1500.00	\$ 10500.00
10	1	LS	700-2.15	561730	Revegetation and Erosion Control		\$ 28728.00
11	1	LS	700-2.15	541690	Revegetation Maintenance and Monitoring Program		\$ 9525.00
12	1	LS	701-13.9.5	541330	Water Pollution Control Program		\$ 550.00
13	1	LS	701-13.9.5	237990	Water Pollution Control Program Implementation		\$ 2460.00

**BIDDING DOCUMENTS**

Item	Quantity	Unit	Payment Reference	NAICS	Description	Unit Price	Extension
14	1	LS	2-4.1	524126	Bonds (Payment & Performance)	<del>                    </del>	\$ 2500.00
15	1	AL	9-3.5		Field Order – Type II	<del>                    </del>	\$20,000.00
<b>ESTIMATED TOTAL BASE BID</b>							<b>\$ 187,149.00</b>

TOTAL BID PRICE FOR BID (Items 1 through 15 inclusive) amount written in words:

One Hundred Eighty Seven Thousand, One Hundred Forty Nine Dollars and Zero Cents.

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being **non-responsive**. The following addenda have been received and are acknowledged in this bid: None.

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

Marla Jahshan, President

Abd Jahshan, Vice President

**BIDDING DOCUMENTS**

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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.

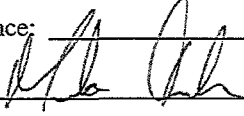
Bidder: PAL General Engineering, Inc.

Title: President

Business Address: 5374 Eastgate Mall, San Diego, CA 92121

Place of Business: San Diego, CA

Place of Residence: San Diego, CA

Signature: 

**NOTES:**

- A. The City shall determine the low Bid based on the Base Bid alone:
- B. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
- C. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as **non-responsive** and ineligible for further consideration.
- D. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid **non-responsive** and shall be cause for its rejection.
- E. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
- F. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
- G. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
- H. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being **non-responsive**. Alternative proposals will not be considered unless called for.

**BIDDING DOCUMENTS**

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also list below the portion of the work which will be done 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 shall result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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: <u>Natures Image</u> Address: <u>20361 Hermana Circle</u> City: <u>Lake Forest</u> State: <u>CA</u> Zip: <u>92630</u> Phone: <u>949 680-4400</u>	Constructor	Revegetation and erosion control (Items 10 & 11)	\$33,264.00	SB	CADoGS	
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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

*0.1777  
CW*

**BIDDING DOCUMENTS**

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the **DOLLAR VALUE** of the Suppliers. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case 100% will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive 60% credit of the listed **DOLLAR VALUE**, whereas manufacturers will receive 100% credit. If no indication provided, listed firm will be credited at 60% of the listed **DOLLAR VALUE** for purposes of calculating the subcontractor participation percentages.

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	WHERE CERTIFIED
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____						

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   | San Diego Regional Minority Supplier Diversity Council | SRMSDC   |
| State of California's Department of General Services | CADoGS | City of Los Angeles                                    | LA       |
| State of California                                  | CA     | U.S. Small Business Administration                     | SBA      |

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



# FONTAINE STREET STORM DRAIN PHASE III

## CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G., UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLANS ARE APPROXIMATE.
- KEEP STORM DRAIN INLETS SHALL FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORDED INFORMATION ONLY AND ARE SOLELY FOR YOUR CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. PRIOR TO EXCAVATION, YOU MUST VERIFY ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-1.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

## WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATIONS AND THE STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

## LIMITS OF WORK

SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (F.T)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	C-1	STORM DRAIN	RANCHO MISSION CANYON	24	RCP	215.6'
3	L-1	REVEGETATION	RANCHO MISSION CANYON	-	-	-

## DISCIPLINE CODE

- G GENERAL
- D DEMOLITION
- C CIVIL
- L LANDSCAPE
- A ARCHITECTURAL
- S STRUCTURAL
- M MECHANICAL
- E ELECTRICAL
- I INSTRUMENTATION
- T TRAFFIC CONTROL

## LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
RCP STORM DRAIN	SDG-107, SDG-108, SDD-110, D-61	
TYPE A-4 CLEANOUT	D-9, SDD-114	
ENERGY DISSIPATOR	SDD-105	
STORM DRAIN CUTOFF WALL	SDD-115	
CONSTRUCTION LIMITS		
PROPOSED GROUND LINE		

## TRAFFIC CONTROL NOTES:

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

THE CONTRACTOR SHALL, PER SECTION 7-10.2.2 OF THE CONTRACT SPECIAL PROVISIONS, PREPARE TRAFFIC CONTROL SHOP DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER. THE SHOP DRAWINGS WILL BE SENT TO THE ENGINEERING TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE SHOP DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL PLAN, THE ENGINEERING TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE APPROVED TCP PERMIT.

## WATER POLLUTION CONTRL NOTES:

THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS NOTED IN THE GREENBOOK 2012 CITY SUPPLEMENT SEC 701 - WATER POLLUTION CONTROL.

## STORM WATER PROTECTION

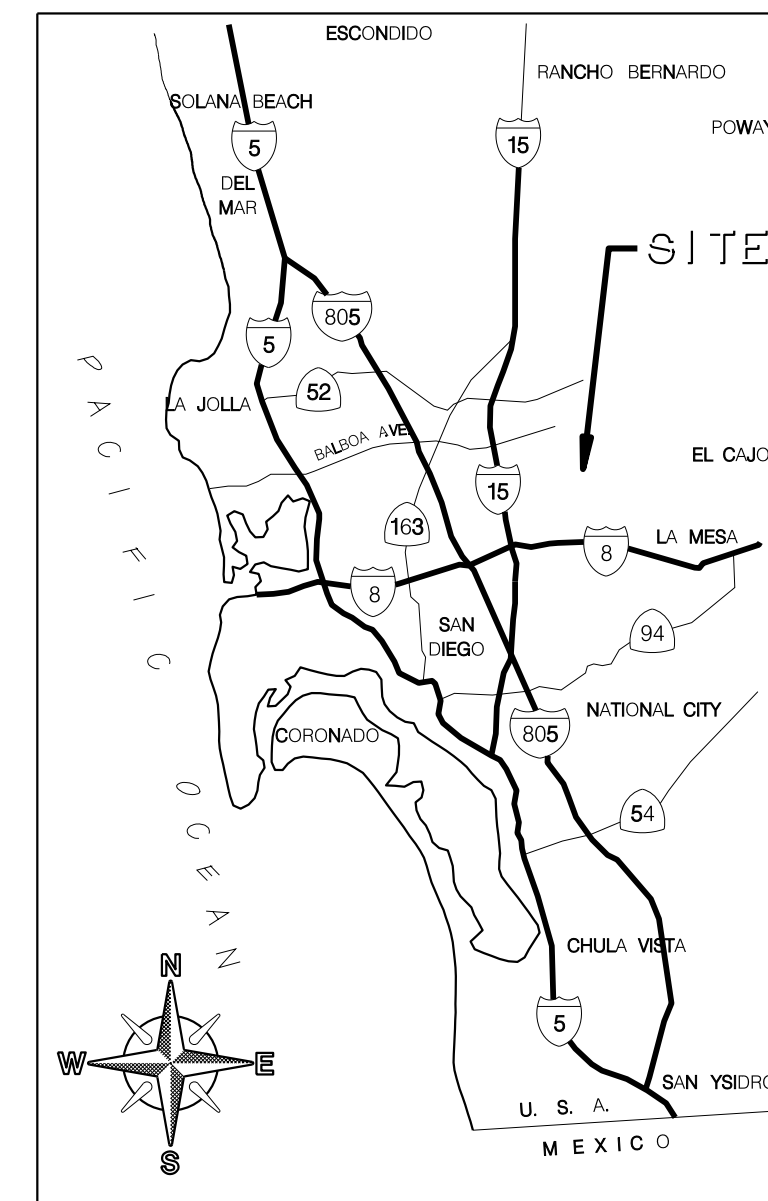
- THIS PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT ORDER NO. R9-2007-001 AND WATER POLLUTION CONTROL PLAN (WPCP).

## ABBREVIATIONS

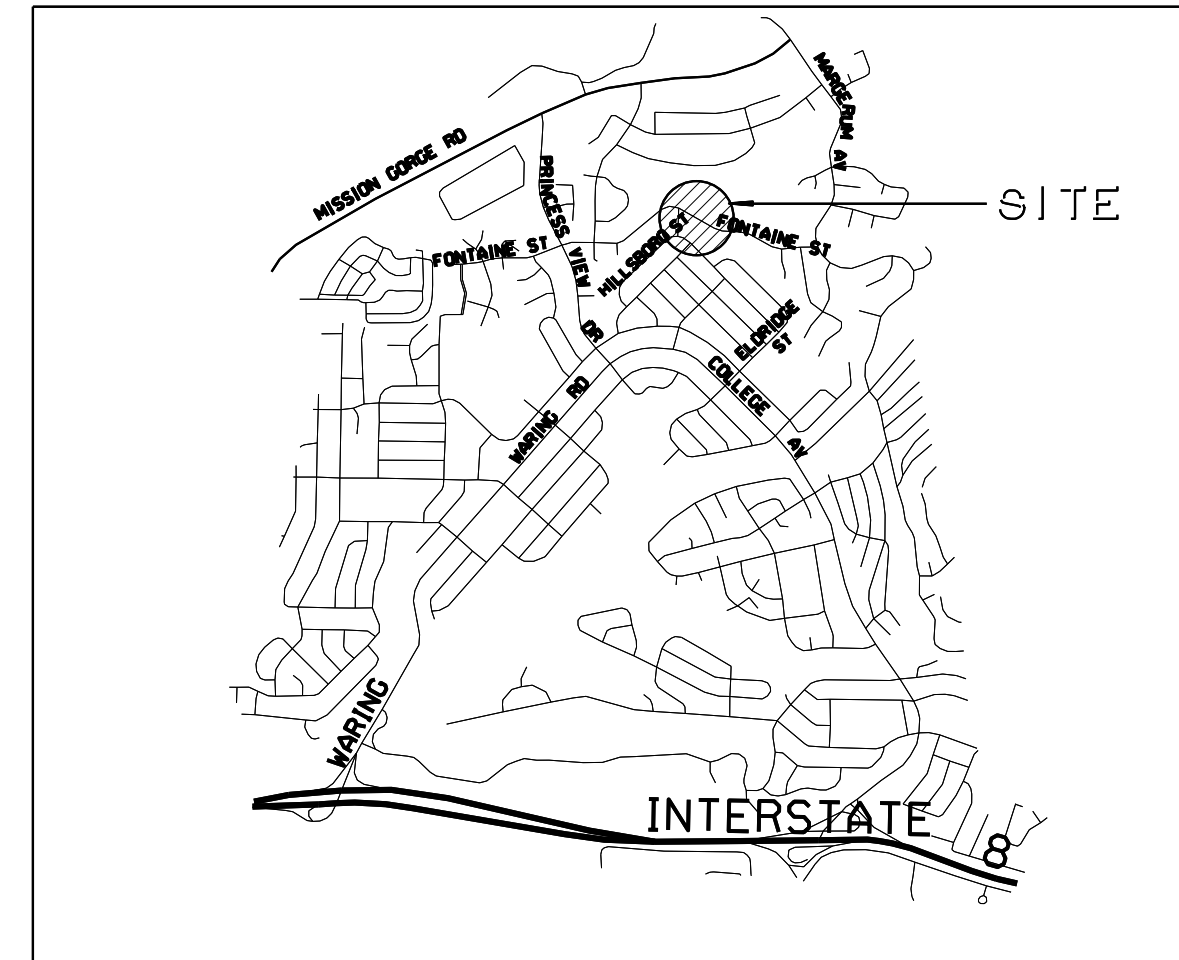
ABAND	ABANDON	EB	ENCASED BURIED	OVHD	OVER HEAD
ABAND'D	ABANDONED	EL, ELEV	ELEVATION	PVC	POLYVINYL CHLORIDE
AC	ASBESTOS CEMENT PIPE	ELEC	ELECTRIC	PROP	PROPOSED
AHD	AHEAD	EX, EXIST	EXISTING	RED	REDUCER
ASSY	ASSEMBLY	E/O	EAST OF	RT	RIGHT
BFV	BUTTERFLY VALVE	F	FLANGE	S	SURVEY LINE
BK	BACK	CV	GATE VALVE	SO	STUB OUT
BTWN	BETWEEN	HDPE	HIGH-DENSITY POLYETHYLENE	S/O	SOUTH OF
CATV	CABLE TV	HP	HIGH PRESSURE	SWR	SEWER
CI	CAST IRON PIPE	IE	INVERT ELEVATION	TEL	TELEPHONE
CL	CENTER LINE	IE	INVERT ELEVATION	UNK	UNKNOWN
COND	CONDUIT	LT	LEFT	VC	VITRIFIED CLAY PIPE
CONT	CONTINUED	MJ	MECHANICAL JOINT	WM	WATER METER
CONTR	CONTRACTOR	MTD	MULTIPLE TELEPHONE DUCT	WTR	WATER
DB	DIRECT BURIED	N/O	NORTH OF	W/O	WEST OF

## EXISTING STRUCTURES

EX WATER MAIN & VALVES	
EX WATER METER	
EX FIRE HYDRANT	
EX SEWER MAIN & MANHOLES	
EX DRAINS	
EX GROUND LINE (PROFILE)	
EX TRAFFIC SIGNAL	
EX STREET LIGHT	
EX H.P. GAS MAIN	
EX ELEC, TEL COND, TV CABLE	
RAILROAD, TROLLEY TRACKS	



VICINITY MAP  
NO SCALE



LOCATION MAP  
NO SCALE

## SURVEY NOTES

CITY OF SAN DIEGO SURVEY FIELD NOTES:  
MACY, FONTAINE ST. STORM DRAIN, 232-1746, W/O 130075, 6-16-2006  
CITY DWG: 11507-3-D

BENCHMARK: SWBP FONTAINE ST. & LINNA PLACE  
ELEV. 304.674 MSL, BASED ON NGVD  
29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK

BASIS OF BEARINGS/COORDINATES:

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING GPS 858 AND GPS 218 AS SHOWN ON R.O.F. S. 14492 I.E. N 08° 06' 51" W, ZONE 6 (EPOCH 91.35)

MAJOR STREETS: FONTAINE STREET  
PRINCESS VIEW DRIVE

REFERENCES: 11507-3-D

G-1

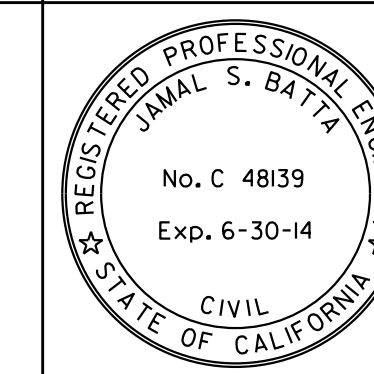
## PLANS FOR THE CONSTRUCTION OF FONTAINE STREET STORM DRAIN PHASE III COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS  
SHEET 1 OF 3 SHEETS

WBS B-00607

FOR CITY ENGINEER	DATE	APPROVED	DATE	FILMED	PROJECT ENGINEER
JASON GUISE					CASEY CROWN
					PROJECT ENGINEER
					232-1746
					CCS27 COORDINATE
					1873000-6309140
					CCS83 COORDINATE
CONTRACTOR	DATE STARTED				34417-1-D
INSPECTOR	DATE COMPLETED				

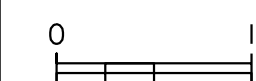
Enter spec number



## CONSTRUCTION CHANGE / ADDENDUM

CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

## WARNING



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

## CITY OF SAN DIEGO PUBLIC WORKS PROJECT



TEMPORARY BMP CONSTRUCTION SITE STORM WATER PRIORITY: HIGH \_\_\_\_ MEDIUM \_\_\_\_ LOW \_\_\_\_ X\_\_

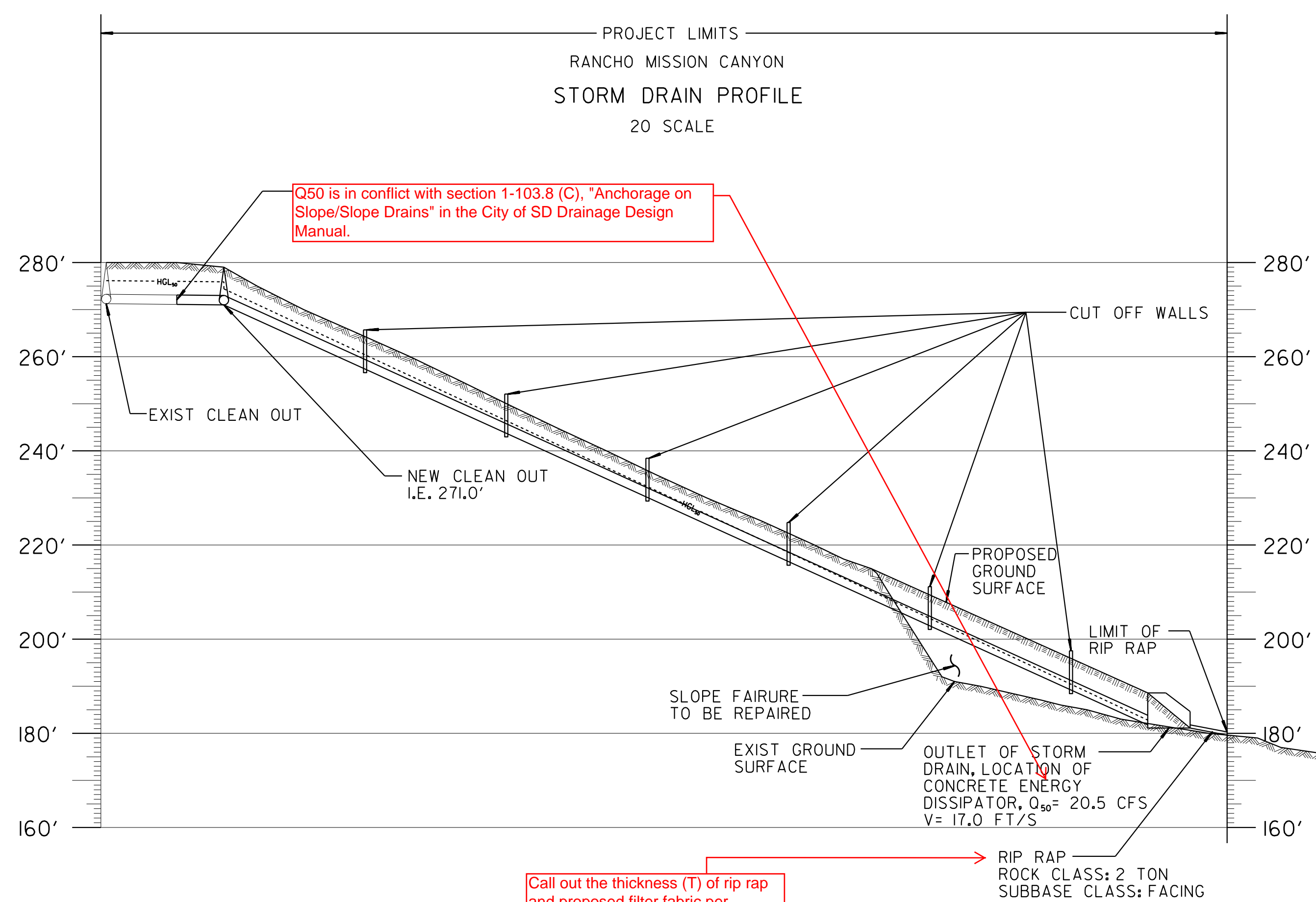
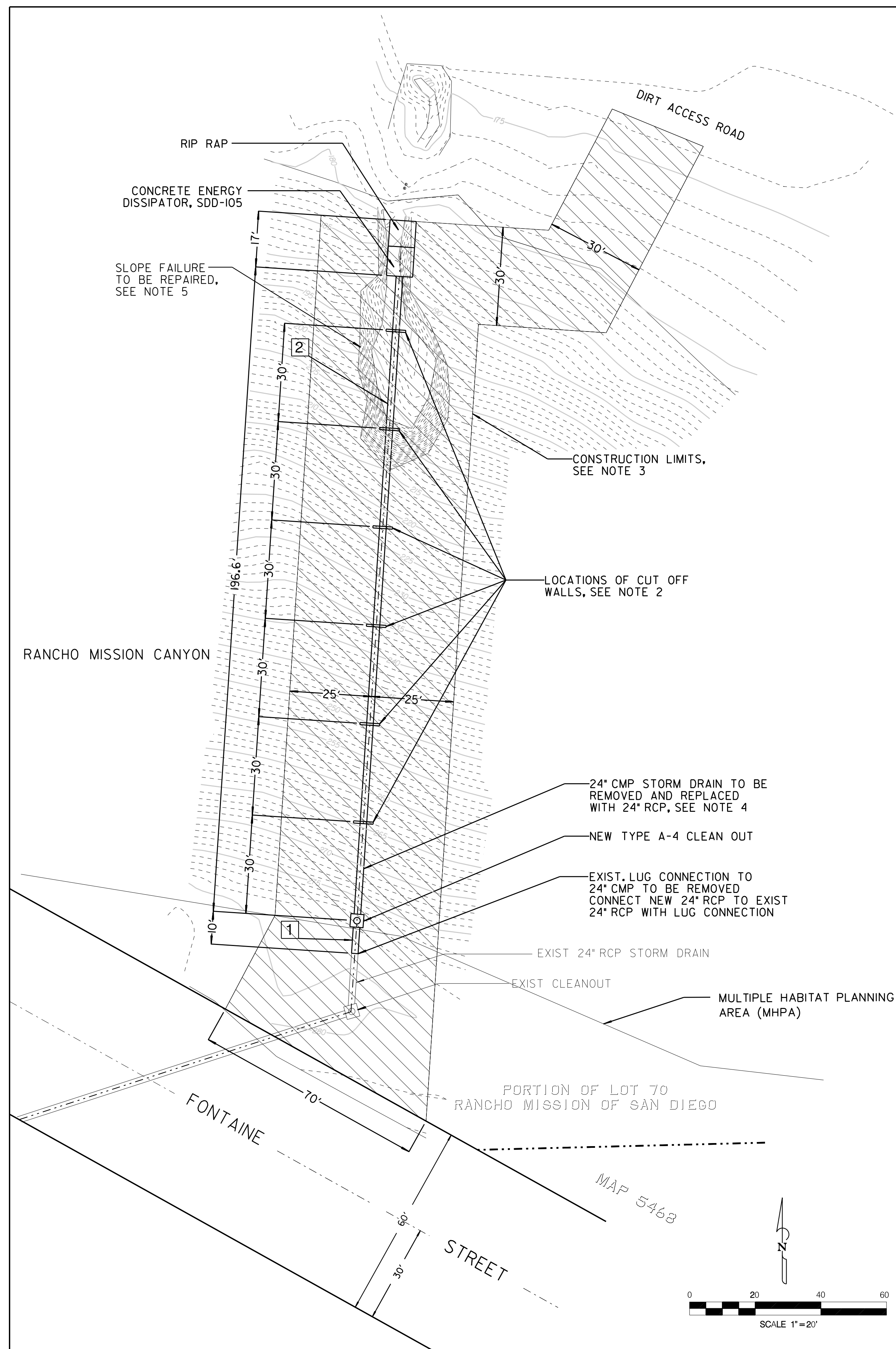
SPEC. NO. XXXX



**CONSTRUCTION NOTES**

1. CONTRACTOR TO INSTALL TEMPORARY STORM DRAIN BYPASS DURING CONSTRUCTION.
2. CUTOFF WALLS TO BE INSTALLED PER STANDARD DRAWING SDS-II5.
3. CONTRACTOR SHALL NOT DISTURB ANY AREA OUTSIDE THE CONSTRUCTION LIMITS.
4. NEW RCP STORM DRAIN SHALL HAVE WATER TIGHT JOINTS AND A MIN D-LOAD VALUE OF 1350 POUNDS PER FOOT.
5. SLOPE REPAIR SHALL HAVE REINFORCING GRID PLACED HORIZONTALLY, EVERY 2 FEET VERTICALLY AND HAVE A MAXIMUM SLOPE OF 2:1 (HORIZONTAL:VERTICAL) PER THE GEOTECHNICAL INVESTIGATION.

PROPOSED PIPE DATA TABLE						
NO.	Δ/BEARING	RADIUS	LENGTH	REMARKS	SLOPE	Q <sub>MAX</sub>
1	N 03° 45' 55" E	-	8.0'	24" RCP	1.25%	27.9 CFS
2	N 03° 45' 55" E	-	215.6'	24" RCP	45.8%	165.9 CFS



Q50 is in conflict with section 1-103.8 (C), "Anchorage on Slope/Slope Drains" in the City of SD Drainage Design Manual.

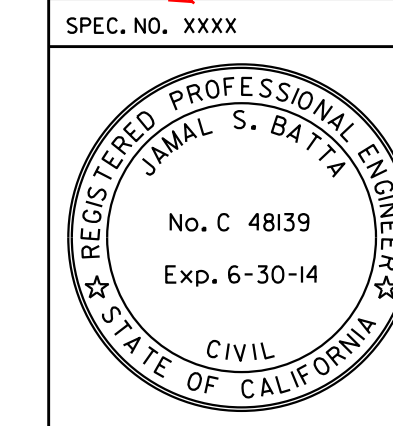
Call out the thickness (T) of rip rap and proposed filter fabric per SDD-104 and section 200-1.7 of the WB.

Enter Spec number

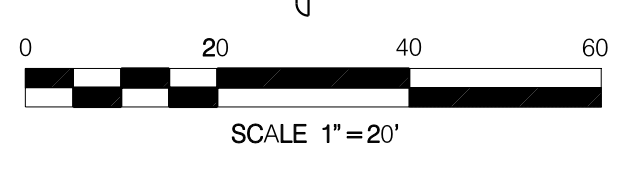
C-1

**PLANS FOR THE CONSTRUCTION OF FONTAINE STREET STORM DRAIN PHASE III STORM DRAIN**

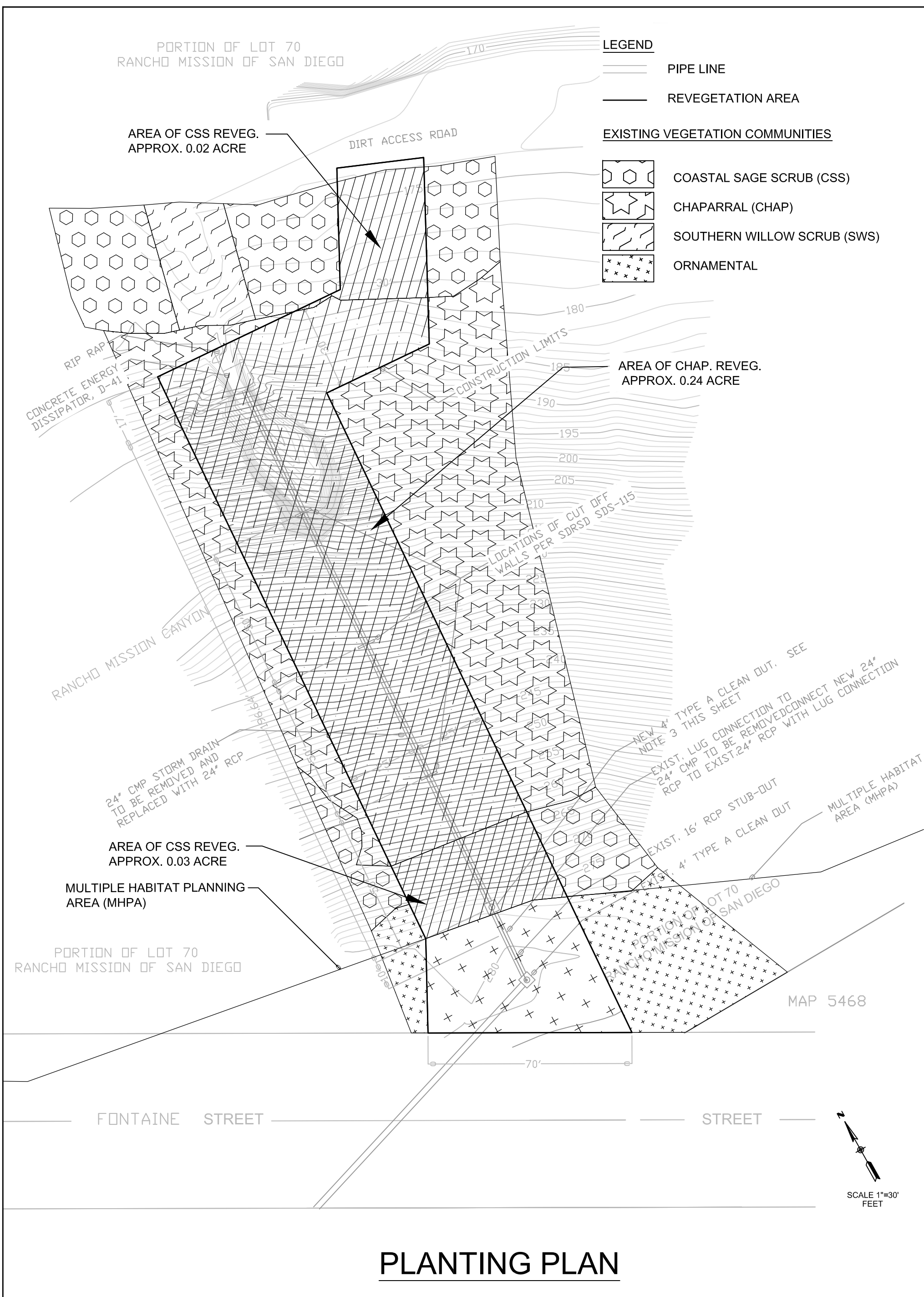
CITY OF SAN DIEGO, CALIFORNIA  
PUBLIC WORKS - ENGINEERING AND CAPITAL PROJECTS  
SHEET 2 OF 3 SHEETS



APPROVED:		DATE:		SUBMITTED BY:	
FOR CITY ENGINEER				JASON GUISE PROJECT MANAGER	
DESCRIPTION	BY	APPROVED	DATE	FILMED	CASEY CROWN PROJECT ENGINEER
ORIGINAL	CC				232-1746 CC827 COORDINATE
					1873000-6309140 CC838 COORDINATE
CONTRACTOR			DATE STARTED		
INSPECTOR			DATE COMPLETED		
<b>34417-2-D</b>					







# PLANTING PLAN

## GENERAL REVEGETATION NOTES:

- REVEGETATION OF THE PROJECT AREA SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF SAN DIEGO LANDSCAPE STANDARDS.
- REVEGETATION SHALL BE PERFORMED IN ACCORDANCE WITH THE BIOLOGICAL IMPACT REPORT AND THIS REVEGETATION PLAN PREPARED FOR THIS PROJECT, DATED APRIL 2011 AND PREPARED BY ICF INTERNATIONAL.
- THE UPPER EIGHT-INCHES OF TOPSOIL FROM THE SITE SHALL BE SALVAGED, IF SOIL IS REMOVED, AND/OR AS DIRECTED BY THE RE AND PROJECT BIOLOGIST. PROJECT BIOLOGIST SHALL ENSURE THAT SOIL WILL BE STOCKPILED WITHIN THE LIMITS OF THE PROJECT, NO MORE THAN THREE FEET HIGH WHEN POSSIBLE. BMPs, SILT FENCING, AND/OR COVER SHALL BE INSTALLED AROUND THE STOCKPILE TO PREVENT EROSION AND AS A BARRIER TO PRECLUDE ANY UNAUTHORIZED ACCESS, OR AS RECOMMENDED BY THE PROJECT BIOLOGIST.
- PRIOR TO REVEGETATION AND/OR PLANT INSTALLATION, THE PROJECT BIOLOGIST SHALL PROVIDE WRITTEN RECOMMENDATIONS TO THE RE AS TO THE SALVAGED SOIL RELOCATION, RE-COMPACTION (EG. MAX 75 PERCENT WITHIN TOP 8 INCHES), AND/OR PREPARATION FOR REVEGETATION PURPOSES TO BE DONE BY THE CONTRACTOR. IF TOPSOIL CANNOT BE SALVAGED, CLEAN AND WEEDFREE CLASS "A" TOPSOIL WILL BE PROVIDED AND INSTALLED BY CONTRACTOR.
- SEED MIX AND/OR CONTAINER STOCK USED FOR REVEGETATION OR EROSION CONTROL ON SLOPES SHALL ACHIEVE 100 PERCENT (OR AS APPROVED BY THE PROJECT BIOLOGIST AND CITY REPRESENTATIVE BASED ON SITE CONDITIONS IF LESSER % COVERAGE) SOIL COVERAGE WITHIN 25 MONTHS OF BEING INSTALLED, AFTER THE 120 DAY PLANT ESTABLISHMENT PERIOD (PEP), AT THE END OF YEAR 1, PLANT COVERAGE SHALL MEET 50% PERCENT COVERAGE, AS VERIFIED BY THE PROJECT BIOLOGIST (TABLE 5).
- REVEGETATION OF MANUFACTURED SLOPES AND OTHER DISTURBED AREAS ADJACENT TO AREAS OF NATIVE VEGETATION SHALL BE ACCOMPLISHED IN A MANNER SO AS TO PROVIDE VISUAL AND HORTICULTURAL COMPATIBILITY WITH THE INDIGENOUS NATIVE PLANT MATERIALS.
- INVASIVE PLANT SPECIES INCLUDING BUT NOT LIMITED TO THOSE LISTED IN THE CITY'S LANDSCAPE STANDARDS ARE PROHIBITED AND SHALL BE ERADICATED WITHIN THE LIMITS OF WORK AND REMOVED BY CONTRACTOR AND NATIVE PLANT SPECIES SHALL BE USED IN NATURALIZED AREAS.
- REVEGETATION AND EROSION CONTROL TIMING - ALL REQUIRED REVEGETATION AND EROSION CONTROL SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS OF THE COMPLETION OF GRADING OR DISTURBANCE IN ORDER TO START THE 120 DAY PEP, OR AS RECOMMENDED BY THE RE AND THE PROJECT BIOLOGIST.
- ALL SLOPES 3:1 OR GREATER SHALL REQUIRE BIODEGRADABLE EROSION CONTROL BLANKET OR OTHER SLOPE PROTECTION METHODS PROVIDED BY CONTRACTOR AS RECOMMENDED BY THE PROJECT BIOLOGIST PRIOR TO THE INSTALLATION OF THE REVEGETATION, OR IN THE EVENT OF SLOPE OR RESTORATION FAILURE, ALL MULCH GROUND COVER USED SHALL BE CREATED FROM ONSITE VEGETATION, IF FEASIBLE AND SHALL BE CLEAN, FREE FROM WEEDS, SEEDS, AND DEBRIS AS CERTIFIED BY THE SUPPLIER, AS APPLICABLE.
- CONTRACTOR SHALL CORRECT ALL SOIL EROSION WITHIN THE LIMITS OF WORK, AND SHALL REPAIR AND/OR REPLACE ALL ABOVE GROUND EROSION CONTROL BMPs DAMAGED DURING THE 120 DAY PEP AND THROUGHOUT THE 25 MONTH MAINTENANCE AND MONITORING PERIOD. ANY ABOVE GRADE EROSION CONTROL MEASURES SUCH AS BUT NOT LIMITED TO SILT FENCING, GRAVEL BAGS, FIBER ROLLS AND/OR HAY BALES SHALL BE REMOVED BY THE CONTRACTOR FOLLOWING ACCEPTANCE OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD BY RE AND PROJECT BIOLOGIST. ALL HAY/STRAW PRODUCTS SHALL BE UN-DECAYING, CLEAN AND FREE OF WEED SEEDS AND DEBRIS.
- 1:1 REPLACEMENT OF ORNAMENTALS (IN KIND) SHALL BE MONITORED AND MAINTAINED FOR A PERIOD OF NO LESS THAN 90 DAYS TO ENSURE SUCCESSFUL ESTABLISHMENT OF PLANTINGS PER CONTRACT SPECIFICATIONS.
- CONTRACTOR SHALL REMOVE ALL TRASH AND/OR DEBRIS FROM THE REVEGETATION SITE PRIOR TO AND FOLLOWING THE REVEGETATION INSTALLATION, AND UNTIL THE END OF THE 25 MONTH MAINTENANCE AND MONITORING PERIOD. CONTRACTOR SHALL REMOVE ALL TEMPORARY IRRIGATION LINES AND APPURTENANCES FOLLOWING ACCEPTANCE OF REVEGETATION BY THE RE AND CITY REPRESENTATIVE.
- NO ORNAMENTAL LANDSCAPING WILL OCCUR WITHIN THE MHPA BOUNDARY.

### TEMPORARY IRRIGATION:

- UNDER THE DIRECTION OF THE RE AND PROJECT BIOLOGIST, TEMPORARY IRRIGATION WILL BE APPLIED AS FOLLOWS:
- HYDROSEED AND/OR CONTAINER PLANTS SHALL BE PLANTED BETWEEN OCTOBER 1 AND FEBRUARY 15 DURING RAINY SEASON. PROJECT BIOLOGIST SHALL RECOMMEND TEMPORARY IRRIGATION MEASURES AS NEEDED. CONTRACTOR SHALL PROPOSE METHODS OF IRRIGATION AND SHALL PROVIDE IRRIGATION LINES AND APPURTENANCES TO FUNCTION AUTOMATICALLY.
- HYDROSEED AND/OR CONTAINER PLANTS PLANTED FEBRUARY 15 - OCTOBER 1 SHALL REQUIRE A COMPREHENSIVE IRRIGATION PLAN AND APPROVAL BY CITY REPRESENTATIVE AND PROJECT BIOLOGIST. CONTRACTOR SHALL PREPARE AND SUBMIT THE PLAN TO THE RE FOR APPROVAL. CONTRACTOR SHALL PROVIDE ALL IRRIGATION LINES AND APPURTENANCE TO FUNCTION AUTOMATICALLY AND IN ACCORDANCE WITH THE PLAN AND MAKE ANY ADJUSTMENTS NECESSARY TO MEET THE SUCCESS CRITERIA PER PROJECT BIOLOGIST RECOMMENDATIONS.
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES (OR ALTERNATE METHOD APPROVED BY RE AND PROJECT BIOLOGIST) SHALL BE PROVIDED BY THE CONTRACTOR FOR A PERIOD SUFFICIENT TO ESTABLISH PLANT MATERIAL AND TO PROVIDE VEGETATIVE COVER THAT PREVENTS SOIL EROSION. THE AMOUNT OF IRRIGATION MUST BE ADJUSTED WHEN WARRANTED BY SITE CONDITIONS. PROJECT BIOLOGIST AND LANDSCAPE CONTRACTOR SHALL MONITOR TO DETERMINE SUCCESS AND ADDED REQUIREMENT FOR TEMPORARY IRRIGATION.
- TEMPORARY IRRIGATION VIA IRRIGATION LINES AND APPURTENANCES, IF NEEDED, SHALL BE INSTALLED ON-GRADE AND SHALL BE REMOVED UPON COMPLETION OF THE REVEGETATION PROJECT.
- IRRIGATION SHALL BE PERFORMED IN A MANNER THAT AVOIDS RUNOFF, SEEPAGE, AND OVERSPRAY ONTO ADJACENT PROPERTIES, NON-IRRIGATED AREAS, WALLS, ROADWAYS, OR STRUCTURES.
- THE WATER DELIVERY RATE SHALL BE MATCHED TO THE SLOPE GRADIENT AND THE PERCOLATION RATE OF THE SOIL.
- IRRIGATION SHALL DELIVER WATER SUFFICIENTLY AND UNIFORMLY AND SHALL BE APPROPRIATE TO THE NEEDS OF THE PLANT MATERIALS. RECOMMENDED REFERENCE MATERIALS FOR IRRIGATION SYSTEMS DESIGN ARE LISTED IN APPENDIX "A" OF THE CITY'S LANDSCAPE STANDARDS.
- OVERWATERING AS EVIDENCED BY SOGGY SOILS, CONTINUALLY WET PAVEMENT, STANDING WATER, RUNOFF IN STREET GUTTERS AND OTHER SIMILAR CONDITIONS SHALL BE MANAGED AND PREVENTED.
- IF THE PROJECT BIOLOGIST RECOMMENDS AN ALTERNATIVE IRRIGATION METHOD SUCH AS TRUCK WATERING, ALL VEHICLES SHALL STAY ON THE PERMANENT ACCESS ROUTES AND SHALL NOT IRRIGATE BEYOND THE REVEGETATION BOUNDARY.

### SEED MIXES AND MULCH:

- THE SEED MIX IN TABLES IDENTIFIED SHALL BE APPLIED IN ALL NON HARDSCAPED AREAS DISTURBED BY THE PROJECT. THE SEED SHALL BE INSTALLED VIA HYDROSEED METHODS, UNLESS OTHERWISE DIRECTED BY THE PROJECT BIOLOGIST. SEED APPLIED BETWEEN NOVEMBER - MARCH SHALL BE COVERED BY CONTRACTOR WITH SUITABLE BIODEGRADABLE COVER AS APPROVED BY THE PROJECT BIOLOGIST.
- ALL SEEDS SHALL MEET THE MINIMUM %PURE LIVE SEED AS NOTED IN TABLES. IF MINIMUM % PURE LIVE SEED CANNOT BE MET CONTRACTOR TO COORDINATE AND OBTAIN WRITTEN APPROVAL FROM THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE.
- ALL SEEDS SHALL ORIGINATE FROM WITHIN THE PROJECT VICINITY (EG. 25 MILES RADIUS) OF THE PROJECT SITE OR CONTRACTOR TO PROVIDE EVIDENCE THAT THE SEED IS NOT AVAILABLE AND NOTIFY THE CITY REPRESENTATIVE AND THE PROJECT BIOLOGIST FOR ALTERNATIVE COMPLIANCE. CONTRACTOR SHALL RETAIN AND SUBMIT ALL SEED TAGS FOR SEED PRODUCTS TO BE USED TO THE RE AND PROJECT BIOLOGIST PRIOR TO APPLICATION.
- CONTRACTOR SHALL INSTALL A 3" LAYER OF MEDIUM WALK-ON BARK MULCH TO MATCH EXISTING ASSOCIATED WITH THE TOP OF THE SLOPE OR AS DIRECTED BY PROJECT BIOLOGIST.

### HYDROSEEDING PROCEDURES:

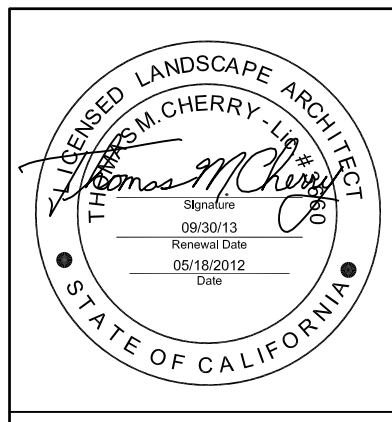
- SEEDING SHALL OCCUR ONLY AFTER THE PROJECT BIOLOGIST HAS OBSERVED AND APPROVED THAT THE SITE HAS BEEN PROPERLY PREPARED.
- ONLY AS DIRECTED BY THE RE AND PROJECT BIOLOGIST TYPE 9 MULCH (WOOD FIBER) OR BONDED FIBER MATRIX (BFM) SHALL BE APPLIED AT THE MINIMUM RATE OF 2,500 POUNDS PER ACRE; AM 120 MYCORRHIZAL INOCULUM, OR EQUAL, SHALL BE APPLIED AT THE MINIMUM RATE OF 60 POUNDS PER ACRE.
- TYPE 9 MULCH (WOOD FIBER) OR BFM SHALL BE UNIFORMLY SPREAD AND "TACKED" WITH TYPE 10 MULCH (STABILIZING EMULSION) BINDER AT A MINIMUM RATE OF 150 LBS PER ACRE. THE BINDER SHALL BE AN ORGANIC DERIVATIVE OR PROCESSED ORGANIC ADHESIVE, OR AS DIRECTED BY THE PROJECT BIOLOGIST.
- A WETTING AGENT CONSISTING OF ONE TON PER ACRE AGRICULTURAL GYPSUM (95% ALKYL POLYETHYLENE GLYCOL ETHER OR AS APPROVED BY THE BIOLOGIST) SHALL BE APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS, OR RECOMMENDED BY THE BIOLOGIST.
- EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY, THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

### CONTAINER PLANT PROCEDURES:

- IN ADDITION TO HYDROSEED IN TABLE 1, CONTRACTOR SHALL SUPPLY AND PLANT UP TO 2000 (1) GALLON CONTAINER PLANTS PER ACRE OF NON-INVASIVE AND/OR NATIVE PLANTS AT THE RECOMMENDATION AND UNDER THE DIRECTION OF THE PROJECT BIOLOGIST (TABLES 2 AND 3). PROJECT BIOLOGIST SHALL CONSIDER THE 120 DAY PEP, 25 MONTH MAINTENANCE AND MONITORING PERIOD, SUCCESS CRITERIA, IN THE EVENT THAT ADDITIONAL CONTAINER PLANTS ARE RECOMMENDED BY THE PROJECT BIOLOGIST FOR INSTALLATION.
- CONTAINER PLANTS SHALL BE PROCURED FROM A NURSERY QUALIFIED TO PROPAGATE AND CARE FOR NATIVE PLANT SPECIES. SOURCE FOR NATIVE PLANTS MATERIALS SHALL ORIGINATE WITHIN 25-MILES OF THE PROJECT WITHIN SAN DIEGO COUNTY TO THE EXTENT PRACTICAL, OR AS DETERMINED BY THE PROJECT BIOLOGIST.
- CONTAINER PLANT MATERIAL MUST BE DELIVERED TO THE PROJECT SITE AT THE APPROPRIATE TIME AND IN A HEALTHY AND VIGOROUS CONDITION. THE PROJECT BIOLOGIST WILL REJECT PLANT MATERIAL DELIVERED PRIOR TO ITS PLANTING DATE. SPECIMENS SHOWING EVIDENCE OF DISEASE, MISHANDLING, DEFECTS OR DAMAGE, OVER OR UNDER WATER, OR OTHER DEFICIENCY AT THE TIME OF DELIVERY WILL BE REJECTED.
- CONTAINER PLANTS WILL BE PLACED FOR PLANTING BY THE PROJECT BIOLOGIST IN THE REVEGETATION AREAS. THE SUGGESTED CONTAINER PLANT INSTALLATION PROCEDURE SHALL BE AS DIRECTED BY THE BIOLOGIST.

### MAINTENANCE REQUIREMENTS:

- REVEGETATION AREA SHALL BE MAINTAINED FOR A PERIOD OF NOT LESS THAN 25 MONTHS (TABLE 4) OR AS DETERMINED BY THE RE AND PROJECT BIOLOGIST. ALL REVEGETATED AREAS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL FINAL APPROVAL BY THE CITY. THE MAINTENANCE PERIOD BEGINS ON THE FIRST DAY FOLLOWING ACCEPTANCE (AT END OF 120 DAY PEP) AND MAY BE EXTENDED AT THE DETERMINATION OF THE CITY REPRESENTATIVE AND RE.
- PRIOR TO FINAL APPROVAL, THE CITY REPRESENTATIVE MAY REQUIRE CORRECTIVE ACTION INCLUDING BUT NOT LIMITED TO WEED ERADICATION AND APPROVAL, REPLANTING, THE PROVISION OR MODIFICATION OR IRRIGATION SYSTEMS, AND THE REPAIR OF ANY SOIL EROSION OR SLOPE SLIPPAGE, IN CONSULTATION WITH THE PROJECT BIOLOGIST.
- THE 120 DAY PEP FOLLOWS HYDROSEED APPLICATION. THE PEP AND START OF 25 MONTHS MAINTENANCE AS WELL AS ACCEPTANCE FOLLOWING THE MAINTENANCE PERIOD IS DETERMINED BY CITY REPRESENTATIVE IN CONSULTATION WITH PROJECT BIOLOGIST.
- WEEDING, HERBICIDE, AND/OR PESTICIDE APPLICATION SHALL BE DONE REGULARLY BY CONTRACTOR. WEEDING SHALL BE DONE AT A MINIMUM OF BIWEEKLY UNTIL THE END OF THE 120 DAY PEP, AND MONTHLY THROUGHOUT THE 25 MONTHS OF MAINTENANCE. WEEDS SHALL BE PROPERLY DISPOSED OF OFFSITE. CONTRACTOR SHALL OBTAIN APPROVAL FROM CITY REPRESENTATIVE AND PROJECT BIOLOGIST PRIOR TO HERBICIDE/PESTICIDE APPLICATION, AND SHALL APPLY HERBICIDE/PESTICIDE PER PESTICIDE RECOMMENDATION FROM A CA LICENSED PESTICIDE ADVISOR AND ANY STATE OF CALIFORNIA GUIDELINES. CONTRACTOR MUST POSSESS A VALID STATE PESTICIDE AND/OR HERBICIDE LICENSE AT ALL TIMES.
- CONTRACTOR SHALL CONTROL WEEDS AS IDENTIFIED BY THE PROJECT BIOLOGIST SUCH THAT NO WEED COVER EXCEEDS 5% OF THE PROJECT SITE, BEFORE THEY EXCEED TWELVE INCHES (12") IN HEIGHT, AND BEFORE THEY SET SEED. AREAS WHERE WEEDING CREATES IN EXCESS OF 25 SQUARE FEET OF BARE SOIL SHALL BE REPLANTED AND MAINTAINED BY CONTRACTOR.



## PLANS FOR THE IMPROVEMENT OF FONTAINE STREET STORM DRAIN PHASE III

CITY OF SAN DIEGO, CALIFORNIA  
 ENGINEERING AND CAPITAL PROJECTS DEPARTMENT  
 SHEET 3 OF 3 SHEETS

WBS: **B-00607**

APPROVED: FOR CITY ENGINEER	DATE _____				SUBMITTED BY: <b>JAMAL BATTA</b> SENIOR ENGINEER
	DESCRIPTION	BY	APPROVED	DATE	
ORIGINAL	CC				<b>CASEY CROWN</b> PROJECT ENGINEER  <b>232-1746</b> LAMBERT COORDINATES
CONTRACTOR	INSPECTOR	DATE STARTED	DATE COMPLETED	<b>34417-3-D</b>	

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION:

UNDERGROUND SERVICE ALERT  
 (USA) 1-800-422-4133

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