City of San Diego

CONTRACTOR'S NAME: PK Mechanical Systems
ADDRESS: 21335 Bundy Canyon Road, Wildomar, CA
TELEPHONE NO. 951-245-5537 **FAX NO.:** 951-226-1171
CITY CONTACT: Rosa Riego, Contract Specialist, Email: RRiego@sandiego.gov
Phone No. (619) 533-3426, Fax No. (619) 533-3633
S.Gamueda/A.Rekani/egz

BIDDING DOCUMENTS

e - Bidding

FOR

ORIGINAL

SEWER AND AC WATER GROUP 776

BID NO.: K-17-1460-DBB-3
SAP NO. (WBS/IO/CC): B-13197, B-00387
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 4
PROJECT TYPE: JA, KB

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

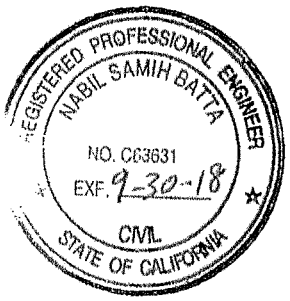
- PHASED-FUNDING
- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.
- PREVAILING WAGE RATES: STATE ☒ FEDERAL ☐
- APPRENTICESHIP

BID DUE DATE:

2:00 PM
NOVEMBER 1, 2016
CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, 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:



N. L. Batta 9/9/16

For City Engineer Date Seal

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NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Sewer and AC Water Group 776.** For additional information refer to Attachment A.

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

3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **$9,590,000.**

4. **BID DUE DATE AND TIME ARE: NOVEMBER 1, 2016 AT 2:00 PM**

5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.

6. **LICENSE REQUIREMENT**: The City has determined that the following licensing classification(s) are required for this contract: A or C-34

7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:**

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

1.	SLBE participation	**6.9%**
2.	ELBE participation	**15.4%**
3.	Total mandatory participation	**22.3%**

   7.2. The Bid may be declared non-responsive if the Bidder fails the following mandatory conditions:

   7.2.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**

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

8. PRE-BID MEETING:

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

Date: **October 12, 2016**
Time: **10:00 AM**
Location: **1010 Second Avenue, Suite 1400 (Large Conf. Room), San Diego, CA 92101**

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

9. AWARD PROCESS:

9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.

9.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening. The City will then award the Contract within approximately 14 days of receipt of properly signed Contract, bonds, and insurance documents.

9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

9.4. The low Bid will be determined by Base Bid plus all Alternates.

9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid plus one or more alternates.

10. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
1010 Second Avenue, 14th Floor
San Diego, California, 92101

Attention: Rosa Riego

OR:

RRiego@sandiego.gov

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

10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

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

12. ADDITIVE/DEDUCTIVE ALTERNATES:

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

12.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

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

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

1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.

1.3. Due to the City's fiduciary requirement to safeguard vendor data, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on PlanetBids™.

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:

Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: http://www.sandiego.gov/cip/bidopps/index.shtml and are due by the date, and time shown on the cover of this solicitation.

2.1. BIDDERS MUST BE PRE-REGISTERED with the City's bidding system and possess a system-assigned Digital ID in order to submit and electronic bid.

2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.

2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.

2.4. BIDS REMAIN SEALED UNTIL BID DEADLINE. eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter which has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it

desire to do so.

2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.

2.6. RECAPITULATION OF THE WORK. Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

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

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

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A– Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days (90 days for federally funded contracts and contracts valued at $500,000 or less) from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

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

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

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

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

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

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

7. **PREVAILING WAGE RATES WILL APPLY:** Refer to Attachment D.

8. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract. Refer to Attachment E.

9. **INSURANCE REQUIREMENTS:**

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

9.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK")	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")*	2015	PWPI070116-02

Title	Edition	Document Number
City of San Diego Standard Drawings*	2016	PWPI070116-03
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: http://www.sandiego.gov/publicworks/edocref/index.shtml		

11. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.

12. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.

13. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

14. **SUBCONTRACTOR INFORMATION:**

14.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected

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

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

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

15. **SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

16. **AWARD PROCESS:**

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

16.2. Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

16.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.

17. **SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.

18. **AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: http://www.sandiego.gov/cip/. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

19. **ONLY ONE BID PER CONTRACTOR SHALL BE ACCCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-

proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

20. **SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, first floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

21. **BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY):**

21.1. For bids $250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

21.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

21.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

21.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.

21.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed non-responsive.

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

22.1. This contract may be awarded to the lowest responsible and reliable Bidder.

22.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.

22.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.

22.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

22.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.

22.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.

22.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.

22.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

23. BID RESULTS:

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

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

24. THE CONTRACT:

24.1. The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.

24.2. If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.

24.3. If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

24.4. Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.

24.5. The award of the Contract is contingent upon the satisfactory completion of the above mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

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

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

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

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

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

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

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

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

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

27. PRE-AWARD ACTIVITIES:

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

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

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PK Mechanical Systems, a corporation, as principal, and _____, 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 **Seven Million Seven Hundred Thousand Dollars and Zero Cents ($7,700,000.00)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Seven Hundred Thousand Dollars and Zero Cents ($7,700,000.00)** for the benefit of laborers and materialment designated below.

Conditions:

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

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

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

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

EXECUTED IN TRIPLICATE
BOND NO. 1001006006
PREMIUM: $63,452.00
PREMIUM IS FOR CONTRACT TERM AND IS SUBJECT TO ADJUSTMENT BASED ON FINAL CONTRACT PRICE

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

PK Mechanical Systems, INC., a corporation, as principal, and U.S. SPECIALTY 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 **Seven Million Seven Hundred Thousand Dollars and Zero Cents ($7,700,000.00)** for the faithful performance of the annexed contract, and in the sum of **Seven Million Seven Hundred Thousand Dollars and Zero Cents ($7,700,000.00)** for the benefit of laborers and materialment designated below.

Conditions:

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

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

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

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

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

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

Dated DECEMBER 8, 2016

Approved as to Form

Mara W. Elliott, City Attorney

By _____

Deputy City Attorney

PK MECHANICAL SYSTEMS, INC.

Principal

By _____

DAVID R. SPINDLER, CEO

Printed Name of Person Signing for Principal

U.S. SPECIALTY INSURANCE COMPANY

Surety

By _____

MARK D. IATAROLA, Attorney-in-fact

Approved:

By _____

Albert P. Rechany
Deputy Director
Public Works Department

601 SOUTH FIGUEROA STREET, SUITE 1600

Local Address of Surety

LOS ANGELES, CA 90017

Local Address (City, State) of Surety

310/649-0990

Local Telephone No. of Surety

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

Premium $ 63,452.00

Bond No. 1001006006

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN DIEGO)

On 12/8/2016 *Date* before me, MICHELLE M. BASUIL, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

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

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

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

WITNESS my hand and official seal.

MICHELLE M. BASUIL
COMM # 2034911
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
AUG. 24, 2017

Signature Michelle M. Basuil
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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VOID VOID VOID VOID

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ******Fifteen Million****** **Dollars ($** **15,000,000.00** **).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be It Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Michael Chalekson , Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8TH day of DECEMBER, 2016

Corporate Seals

_____
Michael Chalekson, Assistant Secretary

Bond No. 1001006006
Agency No. 4013

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Construction of Sewer and AC Water Group 776 consists of furnishing all labor, materials, equipment, services, and construction of 15,333 LF of 8-inch, 1,696 LF of 10-inch, and 1,989 LF of 12-inch Sewer Main, 655 LF of 8-inch Sewer Main Rehabilitation, Sewer Manholes, Sewer Laterals, and 6,916 LF of 8-inch Water Mains, Fire Hydrants, Water Services, Trench Shoring, Traffic Control, Pavement Resurfacing, installation of new cleanouts, fire hydrants, curb ramps, replumb, abandonment of existing sewer and water mains, and all other work and appurtenances shown on these specifications and plans numbered 38320-01-D thru 38320-59-D, and 38320-T1-D through 38320-T23-D. Related work will include best management practices (BMP's) for erosion control and storm drain inlet protection, and restoration of disturbed areas to their original condition.

   1.1. The Work shall be performed in accordance with:

      1.1.1. The Notice Inviting Bids and Plans numbered **38320-01-D** through **38320-59-D**, and **38320-T1-D** through **38320-T23-D**, inclusive.

2. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **$9,590,000.**

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

   See Appendix E – Location Map.

4. **CONTRACT TIME:** The Contract Time for completion of the Work shall be **400 Working Days.**

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

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

Option	Classifications
1	CLASS A
2	CLASS C34

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

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PHASED FUNDING:

1.1. For phased funded contracts, the City typically secures enough funds for the first 90 days of the contract prior to award. Within 10 Working Days after Bid opening date the Apparent Low Bidder must contact the Project Manager to discuss fund availability and the duration of the first phase and submit the Pre-Award Schedule to the City for approval and preparation of the first Phased Funding Schedule Agreement.

1.2. The Apparent Low Bidder will be required to provide a Pre-award Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT" prior to award of Contract.

1.3. If the Bid submitted by the Apparent Low Bidder is rejected by the City for any reason, the next Apparent Low Bidder is to provide the Pre-Award Schedule within 5 Working Days after receiving notice. This process will continue until the City selects an Awardee or rejects all Bids.

1.4. The first Phased Funding Schedule Agreement must show the fund availability for the first phase. Upon selection of the Awardee and acceptance by the City of the Pre-Award Schedule, the City will present the first Phased Funding Schedule Agreement to you.

1.5. At the City's request, meet with the City's project manager before execution of the first Phased Funding Schedule Agreement to discuss their comments and requests for revision to the Pre-Award Schedule.

1.6. Your failure to perform the any of the following may result in the Bid being rejected as non-responsive:

1. Meet with the City's project manager, if requested to do so, to discuss and respond to the City's comments regarding the Pre-Award Schedule,

2. Revise the Pre-Award Schedule as requested by the City within the specified 22 Working Days timeframe, or

3. Execute the first Phased Funding Schedule Agreement within a day after receipt.

PHASED FUNDING SCHEDULE AGREEMENT

Check one:

☒ First Phased Funding Schedule Agreement

☐ Final Phased Funding Schedule Agreement

BID NUMBER: K-17-1460-DBB-3

CONTRACT TITLE: Sewer and AC Water Group 776

CONTRACTOR: PK Mechanical Systems

Funding Phase		Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	Sewer	52nd, Kalmia and Laurel Sewers	NTP	8/31/2017	$1,467,797.69
1	Water	52nd, Kalmia and Laurel Water	NTP	8/31/2017	$1,500,000.00
2	Sewer	Pirrotte, 54th and east side sewers	9/1/2017	Project Completion	$4,444,288.06
2	Water	54th street water	9/1/2017	Project Completion	$287,914.25
				Total	$7,700,000.00

Notes:

(1) City Supplement 9-3.6, "PHASED FUNDING COMPENSATION" applies.

(2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.

(3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

CITY OF SAN DIEGO

By: Sheila A. Gamueda

Name: Sheila Gamueda
Project Manager

Department Name: Public Works

Date: 12/20/2016

CONTRACTOR

By: D. Spindler

Name: David Spindler

Title: CEO

Date: 12/20/16

END OF PHASED FUNDING SCHEDULE AGREEMENT

ATTACHMENT C

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ATTACHMENT D

PREVAILING WAGES

PREVAILING WAGES

1. **PREVAILING WAGE RATES:** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding $25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding $15,000, the Contractor and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

   1.1. **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

      1.1.1. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

      1.1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

   1.2. **Penalties for Violations.** Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed.

1.3. **Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.

1.3.1. For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.

1.4. **Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

1.5. **Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections1810 through 1815.

1.6. **Required Provisions for Subcontracts.** Contractor shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

1.7. **Labor Code Section 1861 Certification.** Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

1.8. **Labor Compliance Program.** The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

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

1.9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1) The **2015 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK") currently in effect.

2) The **2015 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK").

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

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 **Self Performance.** 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 **AND** at least 30% of any alternates awarded.

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

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

   a) Preliminary Geotechnical Investigation Report, dated July 5, 2016 by Twining.

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

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

2-14.3 **Coordination.** To the City Supplement, ADD the following:

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of Sewer and AC Water Group 776. See Appendix "F" for the approximate location. Coordinate the Work with the adjacent projects as listed below:

a) AC Water Group 1019, Maryam Liaghat (619) 533-5192

b) Residential Project Block 4J1, Farlito Valenzuela (619) 235-1947

2-16 **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the City Supplement, item 1, DELETE in its entirety.

SECTION 4 - CONTROL OF MATERIALS

4-1.3.6 **Preapproved Materials.** To the City Supplement, ADD the following:

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

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

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

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

SECTION 5 – UTILITIES

5-2 **PROTECTION.** To the City Supplement, item 2, ADD the following:

g) Refer to Appendix "J" for more information on the protection of AMI devices. Additional information will be provided during the Pre-Construction meeting.

5-6 **COOPERATION.** ADD the following:

1. Notify SDG&E at least 15 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

ADD:

6-3.2.1.1 **Environmental Document.**

1. The City of San Diego Development Services Department has prepared an **Addendum to Mitigated Negative Declaration (AMND)** for **Sewer and AC Water Group Job 776**, as referenced in the Contract Appendix. You must comply with all requirements of the AMND as set forth in the Contract **Appendix A**.

2. Compliance with the City's environmental document shall be included in the Contract Price.

6-3.2.2 **Archeological and Native American Monitoring Program.** To the City Supplement, ADD the following:

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

6-3.2.3 **Paleontological Monitoring Program.** To the City Supplement, ADD the following:

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

6-7 **TIME OF COMPLETION.** To the City Supplement, ADD the following:

2. You shall complete the liner installation of all segments of sewer mains and the lateral reinstatements as verified by the Engineer within 300 Working Days from the date of NTP. Complete the remaining Work as part of this project, including lateral lining and post-lining CCTV video, within the remaining number of Working Days.

6-7.1 **General.** To the City Supplement, item 3, ADD the following:

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

e) Where shutdowns of 16 inch and larger pipes are required, there is a shutdown moratorium from May until October. Plan and schedule Work accordingly. No additional payment or Working Days will be granted for delays due to the moratorium.

6-8.3 **Warranty.** To the City Supplement, item 1, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.

3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.

5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.

2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).

3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

2. All costs of defense shall be outside the limits of the policy.

7-3.2.3 Contractors Pollution Liability Insurance.

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain the Contractors Pollution Liability Insurance including contractual liability coverage to cover liability arising out of cleanup, removal, storage, or handling of hazardous or toxic chemicals, materials, substances, or any other pollutants by you or any Subcontractor in an amount not less than $2,000,000 limit for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. Any such insurance provided by your Subcontractor instead of you shall be approved separately in writing by the City.

3. For approval of a substitution of your Subcontractor's insurance, you shall certify that all activities for which the Contractors Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance. The deductible shall not exceed $25,000 per claim.

4. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. There shall be no endorsement or modification of the

coverage limiting the scope of coverage for either "insured vs. insured" claims or contractual liability.

5. Occurrence based policies shall be procured before the Work commences and shall be maintained for the Contract Time. Claims Made policies shall be procured before the Work commences, shall be maintained for the Contract Time, and shall include a 12 month extended Claims Discovery Period applicable to this contract or the existing policy or policies that shall continue to be maintained for 12 months after the completion of the Work without advancing the retroactive date.

6. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

7-3.5 **Policy Endorsements.**

7-3.5.1 **Commercial General Liability Insurance.**

7-3.5.1.1 **Additional Insured.**

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

2. To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy shall be endorsed to include the City and its

respective elected officials, officers, employees, agents, and representatives as additional insured.

3. The additional insured coverage for projects for which the Engineer's Estimate is $1,000,000 or more shall include liability arising out of:

   a) Ongoing operations performed by you or on your behalf,

   b) your products,

   c) your Work, e.g., your completed operations performed by you or on your behalf, or

   d) premises owned, leased, controlled, or used by you.

4. The additional insured coverage for projects for which the Engineer's Estimate is less than $1,000,000 shall include liability arising out of:

   a) Ongoing operations performed by you or on your behalf,

   b) your products, or

   c) premises owned, leased, controlled, or used by you.

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

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

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

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

7-3.5.3 **Contractors Pollution Liability Insurance Endorsements.**

7-3.5.3.1 **Additional Insured.**

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

   a) Ongoing operations performed by you or on your behalf,

   b) your products,

   c) your work, e.g., your completed operations performed by you or on your behalf, or

   d) premises owned, leased, controlled, or used by you.

   Except that in connection with, collateral to, or affecting any construction contract to which the provisions of subdivision (b) of § 2782 of the California Civil Code apply, this endorsement shall not provide any duty of indemnity coverage for the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives in any case where an agreement to indemnify the City and its respective elected officials, officers, employees, agents, and representatives would be invalid under subdivision (b) of §2782 of the California Civil Code.

2. In any case where a claim or loss encompasses the negligence of the Insured and the active negligence of the City and its respective elected officials, officers, employees, agents, and representatives that are not covered because of California Insurance Code §11580.04, the insurer's obligation to the City and its respective elected officials, officers, employees, agents, and representatives shall be limited to obligations permitted by California Insurance Code §11580.04.

7-3.5.3.2 **Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

7-3.5.3.3 **Severability of Interest.** For Contractors Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

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

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

7-4 **NOT USED.** DELETE in its entirety and SUBSTITUTE with the following:

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

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

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

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

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

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

7-16.1.3 **Weekly Updates Recipients.** Submit a weekly correspondence with updates, traffic control issues and locations, lane closures, and any other pertinent information (with additional contact names given during award process) to the following recipients:

Nabil Batta, Senior Engineer, nbatta@sandiego.gov

Sheila Gamueda, Project Manager, sgamueda@sandiego.gov

Quentin Lo, Project Engineer, llo@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

7-16.3 **Exclusive Community Liaison Services.** To the City Supplement, ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 7-16.2 "Community Outreach Services" and 7-16.3 "Exclusive Community Liaison Services".

7-20 **ELECTRONIC COMMUNICATION.** ADD the following:

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

7-21.1 **GENERAL.** To the City Supplement, item 3, DELETE in its entirety and SUBSTITUTE with the following:

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

SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2 **Partial and Final Payment.** To Paragraph (3), DELETE in its entirety and SUBSTITUTE with the following:

Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by you and approved by the City. Documentation for an escrow payment shall have an escrow agreement signed by you, the City, and the escrow agent. From each progress payment, no less than 5% will be deducted and deposited by the City into the escrow account. Upon completion of the Contract, the City will notify the Escrow agent in writing to release the funds to you. Only the designated representative of the City shall sign the request for the release of Escrow funds.

ADD:

9-3.7 **Compensation Adjustments for Price Index Fluctuations.** To the City Supplement, ADD the following:

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

SECTION 203 – BITUMINOUS MATERIALS

203-3.4.4 **Rubber Polymer Modified Slurry (RPMS).** To the City Supplement, ADD the following:

1. RPMS shall be used on this Contract.

SECTION 209 – PRESSURE PIPE

209 **PRESSURE PIPE.** To the City Supplement, ADD the following:

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

SECTION 215 – PRIVATE SEWER PUMPS

215-1.1 **Manufacturer.** To the City Supplement, ADD the following:

1. The warranty for the private sewer pump shall be extended to 3 years and shall be paid for in accordance with 306-17.2, "Payment".

SECTION 302 – ROADWAY SURFACING

302-4.12.2.1 **General.** To the City Supplement, ADD the following:

3. When Type I is to be applied over Type III, corrective action in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of Type III material not meeting specifications as directed by the Engineer shall be executed prior to the application of the Type I material.

302-4.12.4 **Measurement and Payment.** To the City Supplement, item 2, Bid Description Table, ADD the following:

BID DESCRIPTION	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF

302-7.4 **Payment.** To the City Supplement, item 1, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Payment shall not be made for additional fabric for overlapped areas.

SECTION 304 –METAL FABRICATION AND CONSTRUCTION

304-5 **PAYMENT.** To the City Supplement, REVISE section **"304-5"** to **"304-6"**.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 **GENERAL.** ADD the following:

Build the Project in accordance with the water high lining phasing shown on the Plans and in phases as follows:

1. Phase I: Fir St between Euclid Ave and 50th St
2. Phase II: Kalmia Street, Laurel St, Oak Park Dr, 54th St, 52nd St and Aaron Ct

When installing pipelines within the City's streets the total time allowed for the completion of Work may not exceed 10 Working Days per 500' of pipeline installation.

306-7.8.2.1 **General.** To the City Supplement, item 2, ADD the following:

a) Specified test pressure for Class 235 pipe shall be 150 psi.

b) Specified test pressure for Class 305 pipe shall be 200 psi.

306-17.2 **Payment.** To the City Supplement, item 7, ADD the following:

The payment for the inspection Work for the private pump system shall also be included in the Bid item for "Private Pump System".

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABLITATION

500-1.1.2.1 **Initial Submittals.** To the City Supplement, ADD the following:

4. Within 3 Working Days of the Bid opening date, the 3 apparent low bidders shall submit the following:
   a) Contractor's Experience; past project documentation
   b) Manufacturer Certification
   c) Authorize Installer Certificates

ADD:

500-1.1.6.1 **Order of Work for Rehabilitation Installation.**

1. Rehabilitation shall be performed in the following order of Work:

   a) First: Rehabilitation of Sewer Main, including sampling and testing.

   b) Second: Installation of Sewer Lateral Connections and End Seals.

   c) Third: Rehabilitation of Sewer Laterals, including sampling and testing.

2. You shall plan and schedule Work accordingly. Additional payment for demobilization or mobilization and additional Working Days shall not be granted for delays due to the order of rehabilitation Work.

500-1.6.6 **Payment.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the service lateral rehabilitation Work of existing sewer laterals, existing cast iron sewer laterals, cleanout installations at the access point, and manual excavations for cleanout pits shall be included in the following Bid items:

Service Lateral Rehabilitation with Cleanout up to 7 Feet in Depth
Service Lateral Rehabilitation with Cleanout Greater than 7 Feet in Depth

   These Bid items shall include all necessary labor, materials, and equipment in order to clean, repair, and line the Sewer Lateral.

2. The point repair Work for sewer laterals shall be in accordance with 500-1.2, "Pipeline Point Repair/Replacement" and shall be included in the Bid item for each "Point Repair for Existing Sewer Lateral". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, and inspect the Point Repair.

3. The payment for cleaning and video inspection for rehabilitated laterals shall be paid in accordance with 306-18.7, "Payment".

SECTION 700 – MATERIALS

700-9.1 **Pedestrian Barricade.** To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

3. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDE-103, "Pedestrian Barricade".

4. Assembly shall be commercial quality galvanized material.

SECTION 701 – CONSTRUCTION

701-2 **PAYMENT.** To the City Supplement, ADD the following:

19. The payment for Pedestrian Barricades shall be included in the Bid item for each "Pedestrian Barricade".

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

4.1 **Nondiscrimination in Contracting Ordinance.** To the City Supplement, subsection 4.1.1, paragraph (2), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION

City of San Diego
Development Services
(619) 446-5460

FINAL
ADDENDUM TO MITIGATED
NEGATIVE DECLARATION No. 255100
(SCH No. 20111091045)
Project No. 450001

SUBJECT: **Sewer and AC Water Group Job 776:** PUBLIC PROJECT ASSESSMENT AND EASEMENT VACATION for the replacement of approximately 3,968.8 linear feet (LF) of existing 6-inch and 8-inch sewer mains, rehabilitation of approximately 584.4 LF of existing 8-inch sewer main, and installation of approximately 14.982.66 LF of 8-inch, 10-inch, 12-inch, 15-inch and 16-inch new sewer mains. The project will also replace approximately 6,876.82 LF of existing 8-inch water mains. Portions of the following streets would be affected by the proposed project: Aaron Court, 52nd Street, Oak Park Drive, Laurel Street, Kalmia Street, Balsa Street, 54th Frontage West Road, 54th Street, 55th Street, Faulconer Street, Hanna Street, Pirotte Drive, Altadena Avenue, Lyle Drive, Susan Place, De Burn Drive, Haniman Drive, Maring Place, Silk Place, McGann Drive, Grape Street, Champion Street, Fir Street, and Euclid Avenue in the Mid-City: Eastern Area Community Plan and City Council District 4.

The project would also abandon approximately 3,561.5 LF of existing sewer mains between Aaron Court and 52nd Street; along 54th Street, Grape Street and Pirotte Drive; between Haniman Drive and 54th Street; on McGann Drive; in areas between 54th Street and McGann Drive; on properties north of Pirotte Drive and west of 54th Street; and on Altadena Avenue, in the right-of-way as well as on privately-owned lots. Vacations of fifty-four existing public service easements are also proposed for the portions of the sewer mains that would be abandoned.

Additional improvements would include: the construction of curb ramps and fire hydrants, installation and abandonment of manholes, replacement and replumbing of sewer and water services and laterals, traffic control, street resurfacing, and construction best management practices. The majority of the construction work will take place in City right-of-way (streets) and other paved surfaces, as well as the sewer easements located on privately owned property. The project is not located within the mapped area for potential sensitive archaeological resources. In addition, no sensitive biological resources or Multi-Habitat Planning Area (MHPA) designated land will be affected by the project. **Applicant:** City of San Diego Public Engineering and Capital Projects Department, Right of Way Division.

I. PROJECT DESCRIPTION: Sewer and AC Water Group is part of the City of San Diego's on-going Sewer Main and Water Main Replacement Program. The existing sewer and water mains are old, and are nearing the end of their service life. Construction of the project will reduce maintenance requirements, correct hydraulic deficiencies, improve reliability and accessibility, and bring the sewer and water main systems up to current design standards.

The project will require both the open trench and trenchless methods of construction to replace both sewer and water mains and laterals within existing pipeline alignments and to install new mains in realignments. The trench depth for sewer mains will vary from 5 to 24 feet and water main trenching will be a maximum of 4 feet in depth. The widths of the trenches would be 3-5 feet. Other components of the project will include abandonment of sewer mains/manholes and potholing. Abandonment will involve plugging both ends of the existing pipe with concrete via existing manholes and filling the main and manholes with slurry or grout, which will not disturb the surface or subsurface. The top portion of the manhole would be removed and paved over. Potholing is employed to verify the reconnection of sewer laterals to mains or to verify utility crossings.

All work would occur within the public right-of-way and existing sewer and water easements. The project would comply with the requirements described in the *Standard Specifications for Public Works Construction*, and California Department of Transportation's *Manual of Traffic Controls for Construction and Maintenance Work Zones*. A traffic controls plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. Best Management Practices will be required and specified within the approved Water Pollution Control Plan for erosion control and storm drain inlet protection.

II. ENVIRONMENTAL SETTING: The project would occur within the developed public right-of-way and existing sewer and water easements located within the developed areas of the Mid-City: Eastern Area Community Plan. Surrounding land uses include existing residential, institutional, industrial and commercial developments.

Portions of the following streets would be affected by the proposed project: Aaron Court, 52nd Street, Oak Park Drive, Laurel Street, Kalmia Street, Balsa Street, 54th Frontage West Road, 54th Street, 55th Street, Faulconer Street, Hanna Street, Pirotte Drive, Altadena Avenue, Lyle Drive, Susan Place, De Burn Drive, Haniman Drive, Maring Place, Silk Place, McGann Drive, Grape Street, Champion Street, Fir Street, and Euclid Avenue in the Mid-City: Eastern Areas Community Plan and City Council District 4. (See attached Location Map).

III. PROJECT BACKGROUND:

A Citywide Pipelines Projects Mitigated Negative Declaration (MND) No. 255100 was prepared by the City of San Diego's Development Services Department (DSD) and was certified by the City Council on November 30, 2011 (Resolution No. 307122). The Citywide Pipelines Projects MND provides for the inclusion of subsequent pipeline projects that are located within the public right-of-way and would not result in any direct impacts to sensitive biological resources. Pursuant to the City of San Diego's Municipal Code Section 128.0306 all addenda for environmental documents outside the Coastal Zone are required to be distributed and noticed for public review consisted with CEQA and State CEQA Guidelines. Section 15164(c) of State CEQA Guidelines states that an addendum does not need to be circulated for public review. Therefore, this document was not circulated for public review and is final document with respect to the requirements of CEQA.

Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate to high sensitivity rating. Based on the sensitivity of the affected formations and proposed 24-foot excavation depths, construction of Sewer and AC Water Group Job 776 could result in potentially significant impacts to fossil resources.

To reduce potential impacts to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet, for either new trench alignments and/or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

IV. DETERMINATION:

The City of San Diego previously prepared a Mitigated Negative Declaration No. 255100 for the project described in the attached MND and Initial Study.

Based upon a review of the current project, it has been determined that:

a. There are no new significant environmental impacts not considered in the previous MND;
b. No substantial changes have occurred with respect to the circumstances under which the project is undertaken; and
c. There is no new information of substantial importance to the project.

Therefore, in accordance with Section 15164 of the State CEQA Guidelines this addendum has been prepared. Additionally, in accordance with requirements in Section 128.0306 of the San Diego Municipal Code, and State CEQA Guidelines Section 15064(c), no public review period is required for this addendum.

V. MITIGATION, MONITORING AND REPORTING PROGRAM INCORPORATED INTO THE PROJECT:

Paleontological Resources

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

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for

Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD
   1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
   2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
   3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search
   1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
   2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings
   1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
      a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
   2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
      The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
   3. Identify Areas to be Monitored
      a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
      b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
      c. MMC shall notify the PI that the PME has been approved.
   4. When Monitoring Will Occur
      a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.

b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

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

III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
   a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
   b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
      (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting

a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

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

IV. Night and/or Weekend Work

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

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.

2. The following procedures shall be followed.

a. No Discoveries

In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.

c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.

d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

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

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

V. Post Construction

A. Preparation and Submittal of Draft Monitoring Report
   1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
      a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
      b. Recording Sites with the San Diego Natural History Museum
      The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
   2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
   3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
   4. MMC shall provide written verification to the PI of the approved report.
   5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Fossil Remains
   1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.

C. Curation of artifacts: Deed of Gift and Acceptance Verification
   1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
   2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
   3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
   4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

D. Final Monitoring Report(s)
   1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.

2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and any technical appendices are available for review in the office of the Development Services Department, or for purchase at the cost of reproduction.

Mark Brunette, Senior Planner
Development Services Department

December 14, 2015
Date of Final Report

Analyst: Mark Brunette

Attachments: Location Map
Mitigated Negative Declaration No. 255100

The Addendum to Mitigated Negative Declaration No. 255100 was not distributed for public review pursuant to San Diego Municipal Code Section 128.0306 and State CEQA Guidelines Section 15164(c) (Addenda to environmental documents).

VI. DOCUMENT DISTRIBUTION:

Copies this Final Addendum were distributed to the following individuals for informational purposes:

City of San Diego
Development Services
Mark Brunette
Peter Kann
Public Works – Engineering & Capital Projects
Sheila Gamueda
James Arnhart

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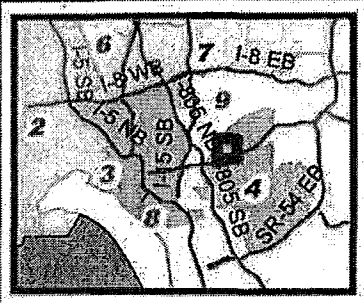

SEWER AND AC WATER GROUP 776

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CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

WATER MAIN TO BE ABANDONDED
WORK ON WATER MAINS
PROPOSED SEWER
SEWER MAIN TO BE ABANDONED

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COMMUNITY NAME: MID-CITY: EASTERN AREA
Sewer and AC Water Group 776
DATE: SEPTEMBER 2016

COUNCIL DISTRICT: 4

SAP ID: B00387 (S) \
B13197 (W)

SanGIS

City of San Diego
Development Services
ENTITLEMENTS DIVISION
(619) 446-5460

MITIGATED NEGATIVE ECLARATION

Project No. 255100
SCH No. 2011091045

SUBJECT: Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for ~~five~~ four ~~(5)~~ (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, ~~Sewer Group 787~~, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances . All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact *Sensitive Biological Resources* or *Environmentally Sensitive Lands (ESL)* as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

Update 10/20/2011

Revisions to this document have been made when compared to the Draft Mitigated Negative Declaration (DMND) dated September 9, 2011. In response to the Comment Letter received from The California Department of Fish and Game, further description and graphics of Water Group 949 as it relates to the MHPA has been added to the Final MND. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from the project description and is no longer covered in this MND.

The modifications to the FMND are denoted by ~~strikeout~~ and underline format. In accordance with the California Environmental Quality Act, Section 15073.5 (c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modification does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is identification of new significant environmental impact or the addition of a new mitigation measure required to avoid a significant environmental impact. The addition

of corrected mitigation language within the environmental document does not affect the environmental analysis or conclusions of the MND.

Construction for the near-term and any future projects is anticipated to occur during the daytime hours Monday through Friday, but may occur during the weekend, if necessary. The contractor would comply with all applicable requirements described in the latest edition of the *Standard Specifications for Public Works Construction ("GREENBOOK")* and the latest edition of the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")*. The City's supplement addresses unique circumstances to the City of San Diego that are not addressed in the GREENBOOK and would therefore take precedence in the event of a conflict. The contractor would also comply with the California Department of Transportation *Manual of Traffic Controls for Construction and Maintenance Work Zones*. If the Average Daily Traffic (ADT) within a given project(s) vicinity is 10,000 ADT or greater, a traffic control plan would be prepared and implemented in accordance with the *City of San Diego Standard Drawings Manual of Traffic Control for Construction and Maintenance Work Zones*. For proposals subject to 10,000 ADT or less, traffic control may be managed through shop drawings during construction. Construction methods to be employed would consist of, but not be limited to:

Open Trenching: The open trench method of construction would be used for complete replacement and new alignment portions of the project. Trenches are typically four feet wide and are dug with excavations and similar large construction equipment.

Rehabilitation: Rehabilitation of alignment involves installing a new lining in old pipelines. The insertion is done through existing manhole access points and does not require removal of pavement or excavation of soils.

Abandonment: Pipeline abandonment activities would be similar to rehabilitation methods in that no surface/subsurface disturbance would occur. This process may involve slurry or grout material injected into the abandoned lines via manhole access. The top portion of the manhole is then typically removed and the remaining space backfilled and paved over.

Potholing: Potholing would be used to verify reconnection of laterals to main where lines would be raised or realigned (higher than existing depth, but still below ground) or to verify utility crossings. These "potholes" are made by using vacuum type equipment to open up small holes into the street of pavement.

Point Repairs: Point repairs include replacing a portion of a pipe segment by open trench excavation methods in which localized structural defects have been identified. Generally, point repairs are confined to an eight-foot section of pipe.

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards

Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1st and 2nd Pipelines (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24-inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

Mitigation for the Harbor Drive Pipeline: Historical Resources (Archaeological Monitoring)

WATER GROUP 949 (PROJECT NO. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16-inch cast iron water mains would be replace-in-place with new 16-inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining 10,913 LF of new 16-inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, 25th Street, and 27th Street.

Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.

~~SEWER GROUP 787 (PROJECT NO. 231928)~~

~~Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16 inch cast iron sewer pipe with new 16 inch polyvinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16 inch PVC sewer alignment would be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16 inch cast iron pipe. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. The project would affect the following streets and nearby alleyways: 42nd Street, Monroe Avenue, Edgeware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47TH Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44TH Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.~~

~~**Mitigation Required for Water Group 787: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the City Heights and Kensington-Talmadge Community Planning areas that are adjacent (within 100 feet) to the MHPA, Historical Resources (Archaeological and Paleontological Monitoring).**~~

WATER GROUP 914 (PROJECT NO. 233447)

Water Group 914 would consist of the replacement and installation of approximately 21,729 lineal feet (LF) of existing 6-inch, 8-inch and 12-inch cast iron pipes and 6-inch asphalt concrete pipes with new 8-inch, 12-inch and 16-inch polyvinyl chloride (PVC) pipe. Also included would be the construction of two underground pressure regulator stations that measure 54 square-feet and 6.5 feet deep each. 17,472 LF would be located in existing trenches and 4,257 LF would be located in new trench lines. The proposed project would be installed by conventional excavation (open trench) in trenches from 3-5 feet deep. However two 300 LF parallel line sections (600 LF total) of the water alignment would be installed by trenchless methodology utilizing two (2) 40 square foot launch and receiver pits. The trenchless installation would occur at the intersection of Coronado Avenue and Ebers Street and is designed to avoid a recorded archaeological resource at this intersection. The trenchless methodology would employ directional underground boring that would install the pipe at a depth deeper than the recorded resource. In addition, a 4-inch AC water segment of approximately 520 LF located along Point Loma Avenue between Guizot Street and Santa Barbara Street will be abandoned in place. The project would affect the following streets and nearby alleyways: Point Loma Avenue, Santa Barbara Street, Bermuda Avenue, Pescadero Avenue, Cable Street, Orchard Avenue, Froude Street, Sunset Cliffs Boulevard, Savoy Circle, and Del Monte Avenue all within the Ocean Beach and Peninsula Community Planning Areas.

Mitigation for Water Group 914: Historical Resources (Archaeological Monitoring) and (Built Environment)

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately 3,000 total linear feet (LF) of 12 inch PVC water pipe. Approximately, 1,035 LF of water pipe would be rehabilitated using trenchless technology in the same trench, with the remainder of the installation accomplished through open trenching. Related work would include construction of new manholes, replacement and re-plumbing of sewer laterals, installation of curb ramps, pavement restoration, traffic control, and storm water best management practices. Construction of the project would affect portions of the following streets and adjacent alleys in the Peninsula Community Plan area: Xenephon Street, Yonge Street, Zola Street, Alcott Street, Browning Street, Plum Street, Willow Street, Evergreen Street, Locust Street, and Rosecrans Street.

Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).

SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology, Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (i.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to §15164. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.

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 near term projects and any future subsequent projects could have a significant environmental effect in the following areas(s): Land Use (MSCP/MHPA Land Use Adjacency), Historical Resources (Built Environment), Historical Resources (Archaeology) and Paleontology. When subsequent projects are submitted to DSD, the Environmental Analysis Section (EAS) will determine which of the project specific mitigation measures listed in Section V. would apply. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. Projects as revised now avoid or mitigate the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM (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 as necessary:

   Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

   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. 255100, or for subsequent future projects the associated PTS No, 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 as applicable.

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

Issue Area	*Document submittal*	*Associated Inspection/Approvals/Note*
General	Consultant Qualification Letters	Prior to Pre-construction Mtg.
General	Consultant Const. Monitoring	Prior to or at Pre-Construction Mtg.
Biology	Biology Reports	Limit of Work Verification
Historical	Historical Reports	Historical observation (built envirnmt)
Archaeology	Archaeology Reports	Archaeology observation
Paleontology	Paleontology Reports	Paleontology observation
Final MMRP		Final MMRP Inspection

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

A. LAND USE [MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPA]

I. Prior to Permit Issuance

A. Prior to issuance of any construction permit, the DSD Environmental Designee (ED) shall verify the Applicant has accurately represented the project's design in the Construction Documents (CDs) that are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Land Use Adjacency Guidelines for the Multiple Habitat Planning Area (MHPA), including identifying adjacency as the potential for direct/indirect impacts where applicable. In addition, all CDs where applicable shall show the following:

1. **Land Development / Grading / Boundaries** –MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA.
2. **Drainage / Toxins** –All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. **Staging/storage, equipment maintenance, and trash** –All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."*
4. **Barriers** –All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing (6-foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
5. **Lighting** – All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
6. **Invasive Plants** – Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: *"The ongoing maintenance requirements of the property owner shall*

prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA."

7. **Brush Management** –All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. **Noise**- Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: *California Gnatcatcher (3/1-8/15); Least Bell's vireo (3/15-9/15); and Southwestern Willow Flycatcher (5/1-8/30).* If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

COASTAL CALIFORNIA GNATCATCHER

NO 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~~ ADJACENT TO 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:

   BETWEEN MARCH 1 AND AUGUST 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED GNATCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

   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 MITIGATION MEASURES WOULD BE NECESSARY.

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

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 THE 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:

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

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

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:

I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.

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

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

1. Prior to the first reconstruction meeting, the City Manager (or appointed designee) shall verify that the following project requirements regarding the southwestern willow flycatcher are shown on the construction plans:

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, 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 SOUTHWESTERN WILLOW FLYCATCHER. 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 ANY CONSTRUCTION. IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MAY 1 AND SEPTEMBER 1, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MAY 1 AND SEPTEMBER 1, 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 SOUTHWESTERN WILLOW FLYCATCHER 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 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 SOUTHWESTERN WILLOW FLYCATCHER. 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 1).

* 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 SOUTHWESTERN WILLOW FLYCATCHER 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 MAY 1 AND SEPTEMBER 1 AS FOLLOWS:

I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.

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

II. Prior to Start of Construction

A. Preconstruction Meeting

The Qualified Biologist/Owners Representative shall incorporate all MHPA construction related requirements, into the project's Biological Monitoring Exhibit (BME).

The Qualified Biologist/Owners Representative is responsible to arrange and perform a focused pre-con with all contractors, subcontractors, and all workers involved in grading or other construction activities that discusses the sensitive nature of the adjacent sensitive biological resources.

III. During Construction

A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place ~~within or~~ adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:

1. **Land Development /Grading Boundaries** - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. ~~Within or a~~Adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. **Drainage/Toxics** - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
3. **Staging/storage, equipment maintenance, and trash** - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
4. **Barriers** - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
5. **Lighting** - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
6. **Invasives** - No invasive plant species are used ~~in or~~ adjacent (within 100 feet) to the MHPA ~~and that within the MHPA, all plant species must be native.~~
7. **Brush Management** - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
8. **Noise** – For any area of the site that is adjacent to ~~or within~~ the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: *California Gnatcatcher (3/1-8/15); Least Bell's vireo (3/15-9/15); and Southwestern Willow Flycatcher (5/1-8/30)*. If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall

be incorporated.

IV. Post Construction

A. Preparation and Submittal of Monitoring Report

The Qualified Biologist/Owners Representative shall submit a final biological monitoring report to the RE/MMC within 30 days of the completion of construction that requires monitoring. The report shall incorporate the results of the MMRP/MSCP requirements per the construction documents and the BME to the satisfaction of RE/MMC.

B. HISTORICAL RESOURCES (ARCHAEOLOGY)

Prior to Permit Issuance or Bid Opening/Bid Award

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

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

II. Prior to Start of Construction

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

B. PI Shall Attend Precon Meetings
   1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)

and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.

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

III. During Construction

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

encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.

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

B. Discovery Notification Process

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

C. Determination of Significance

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

(1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.

(2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

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

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

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

IV. Discovery of Human Remains

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

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

B. Isolate discovery site
   1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can

be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.

2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.

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

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

V. **Night and/or Weekend Work**

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

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

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

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

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

VI. **Post Construction**

A. Submittal of Draft Monitoring Report

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

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

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

C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

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

C. PALEONTOLOGICAL RESOURCES

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

A. Entitlements Plan Check
1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.

B. Letters of Qualification have been submitted to ADD
1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.

2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.

B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
   a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored

a. a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
   b. b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
   c. c. MMC shall notify the PI that the PME has been approved.

d. 4. When Monitoring Will Occur

   a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
   b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction

documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.

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

III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.

B. Discovery Notification Process

1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.

C. Determination of Significance

1. The PI shall evaluate the significance of the resource.
   a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
   b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

(1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.

(1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.

(2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects
The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.

1. Procedures for documentation, curation and reporting

a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.

b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.

c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.

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

IV. Night and/or Weekend Work

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

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.

2. The following procedures shall be followed.

a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.

b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
c. Potentially Significant Discoveries
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.

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

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

V. Post Construction

A. Preparation and Submittal of Draft Monitoring Report
1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring.
a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
b. Recording Sites with the San Diego Natural History Museum
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.

B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.

C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.

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

D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)

When a future project requires implementation of this mitigation measure, the following paragraph shall be included in the subsequent environmental document and applicable Historic District name, boundary and district guidelines, if applicable shall be inserted as noted below in [brackets]:

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.

A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.

B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.

C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:

1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.

D. No new sidewalk stamps shall be added by any contactor working on the project.

E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.

F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.

H. Truncated domes used at corner curb ramps shall be dark gray in color.

I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.

J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.

K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government
- Fish and Wildlife Service (23)
- MCAS Miramar (13)
- Naval Facilities Engineering Command Southwest (8)

State of California
- Department of Fish and Game (32A)
- State Clearing House (46)
- Resources Agency (43)
- Native American Heritage Commission (56)
- State Historic Preservation Officer (41)
- Regional Water Quality Control Board (44)
- Water Resources (45)
- Water Resources Control Board (55)
- Coastal Commission (48)
- Caltrans District 11 (31)

County of San Diego
- Department of Environmental Health (75)
- Planning and Land Use (68)
- Water Authority (73)

City of San Diego
- Office of the Mayor (91)
- Council President Young, District 4 (MS 10A)
- Councilmember Lightner, District 1 (MS 10A)
- Councilmember Faulconer, District 2 (MS 10A)
- Councilmember Gloria, District 3 (MS 10A)
- Councilmember DeMaio, District 5 (MS 10A)

Councilmember Zapf, District 6 (MS 10A)
Councilmember Emerald, District 7 (MS 10A)
Councilmember Alvarez, District 8 (MS 10A)
Historical Resource Board (87)
City Attorney (MS 56A)
Shannon Thomas (MS 93C)
Engineering and Capital Projects
Marc Cass (MS 908A)
Allison Sherwood (MS 908A)
Matthew DeBeliso (MS 908A)
Akram Bassyouni (MS 908A)
Michael Ninh (MS 908A)
Roman Anissi (MS 908A)
Daniel Tittle (MS 908A)
Development Services Department
Myra Herrmann (MS 501)
Kristen Forburger (MS 401)
Jeanne Krosch (MS 401)
Kelley Stanco (MS 501)
Library Dept.-Gov. Documents MS 17 (81)
Balboa Branch Library (81B)
Beckwourth Branch Library (81C)
Benjamin Branch Library (81D)
Carmel Mountain Ranch Branch (81E)
Carmel Valley Branch Library (81F)
City Heights/Weingart Branch Library (81G)
Clairemont Branch Library (81H)
College-Rolando Branch Library (81I)
Kensington-Normal Heights Branch Library (81K)
La Jolla/Riford branch Library (81L)
Linda Vista Branch Library (81M)
Logan Heights Branch Library (81N)
Malcolm X Library & Performing Arts Center (81O)
Mira Mesa Branch Library (81P)
Mission Hills Branch Library (81Q)
Mission Valley Branch Library (81R)
North Clairemont Branch Library (81S)
North Park Branch Library (81T)
Oak Park Branch Library (81U)
Ocean Beach Branch Library (81V)
Otay Mesa-Nestor Branch Library (81W)
Pacific Beach/Taylor Branch Library (81X)
Paradise Hills Branch Library (81Y)
Point Loma/Hervey Branch Library (81Z)
Rancho Bernardo Branch Library (81AA)
Rancho Peñasquitos Branch Library (81BB)
San Carlos Branch Library (81DD)
San Ysidro Branch Library (81EE)
Scripps Miramar Ranch Branch Library (81FF)

Serra Mesa Branch Library (81GG)
Skyline Hills Branch Library (81HH)
Tierrasanta Branch Library (81II)
University Community Branch Library (81JJ)
University Heights Branch Library (81KK)
Malcolm A. Love Library (457)

Other Interested Individuals or Groups

Community Planning Groups

Community Planners Committee (194)
Balboa Park Committee (226 + 226A)
Black Mountain Ranch –Subarea I (226C)
Otay Mesa - Nestor Planning Committee (228)
Otay Mesa Planning Committee (235)
Clairemont Mesa Planning Committee (248)
Greater Golden Hill Planning Committee (259)
Serra Mesa Planning Group (263A)
Kearny Mesa Community Planning Group (265)
Linda Vista Community Planning Committee (267)
La Jolla Community Planning Association (275)
City Heights Area Planning Committee (287)
Kensington-Talmadge Planning Committee (290)
Normal Heights Community Planning Committee (291)
Eastern Area Planning Committee (302)
North Bay Community Planning Group (307)
Mira Mesa Community Planning Group (310)
Mission Beach Precise Planning Board (325)
Mission Valley Unified Planning Organization (331)
Navajo Community Planners Inc. (336)
Carmel Valley Community Planning Board (350)
Del Mar Mesa Community Planning Board (361)
Greater North Park Planning Committee (363)
Ocean Beach Planning Board (367)
Old Town Community Planning Committee (368)
Pacific Beach Community Planning Committee (375)
Pacific Highlands Ranch – Subarea III (377A)
Rancho Peñasquitos Planning Board (380)
Peninsula Community Planning Board (390)
Rancho Bernardo Community Planning Board (400)
Sabre Springs Community Planning Group (406B)
Sabre Springs Community Planning Group (407)
San Pasqual - Lake Hodges Planning Group (426)
San Ysidro Planning and Development Group (433)
Scripps Ranch Community Planning Group (437)
Miramar Ranch North Planning Committee (439)
Skyline - Paradise Hills Planning Committee (443)
Torrey Hills Community Planning Board (444A)
Southeastern San Diego Planning Committee (449)
Encanto Neighborhoods Community Planning Group (449A)

College Area Community Council (456)
Tierrasanta Community Council (462)
Torrey Highlands – Subarea IV (467)
Torrey Pines Community Planning Group (469)
University City Community Planning Group (480)
Uptown Planners (498)

Town/Community Councils - PUBLIC NOTICE ONLY
Town Council Presidents Association (197)
Harborview Community Council (246)
Carmel Mountain Ranch Community Council (344)
Clairemont Town Council (257)
Serra Mesa Community Council (264)
Rolando Community Council (288)
Oak Park Community Council (298)
Webster Community Council (301)
Darnell Community Council (306)
La Jolla Town Council (273)
Mission Beach Town Council (326)
Mission Valley Community Council (328 C)
San Carlos Area Council (338)
Ocean Beach Town Council, Inc. (367 A)
Pacific Beach Town Council (374)
Rancho Penasquitos Community Council (378)
Rancho Bernardo Community Council, Inc. (398)
Rancho Penasquitos Town Council (383)
United Border Community Town Council (434)
San Dieguito Planning Group (412)
Murphy Canyon Community Council (463)

Other Interested Individuals or Groups
San Diego Unified Port District (109)
San Diego County Regional Airport Authority (110)
San Diego transit Corporation (112)
San Diego Gas & Electric (114)
Metropolitan Transit Systems (115)
San Diego Unified School District (125/132)
San Ysidro Unified School District (127)
San Diego Community College District (133)
The Beach and Bay Beacon News (137)
Sierra Club (165)
San Diego Canyonlands (165A)
San Diego Natural History Museum (166)
San Diego Audubon Society (167)
Jim Peugh (167A)
California Native Plant Society (170)
San Diego Coastkeeper (173)
Endangered Habitat League (182 and 182A)
South Coastal Information Center @ San Diego State University (210)

San Diego Historical Society (211)
Carmen Lucas (206)
Clint Linton (215b)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
Ron Christman (215)
Louie Guassac (215A)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (NOTICE ONLY 225A-T)
San Diego Historical Society (211)
Theresa Acerro (230)
Unified Port of San Diego (240)
Centre City Development Corporation (242)
Centre City Advisory Committee (243)
Balboa Avenue CAC (246)
Theresa Quiros (294)
Fairmount Park Neighborhood Association (303)
John Stump (304)
San Diego Baykeeper (319)
Debbie Knight (320)
Mission Hills Heritage (497)

VII. RESULTS OF PUBLIC REVIEW:

( ) No comments were received during the public input period.

( ) Comments were received but did not address the draft Mitigated Negative Declaration finding or the accuracy/completeness of the Initial Study. No response is necessary. The letters are attached.

(x) Comments addressing the findings of the draft Mitigated Negative Declaration and/or accuracy or completeness of the Initial Study were received during the public input period. The letters and responses follow.

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

Myra Herrmann, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:
Figure 1 - Harbor Drive Pipeline Location Map
Figure 2 - Water Group 949 Site 1 Location Map
Figure 3- Water Group 949 Site 2 Location Map
Figure 4- Water Group 949 Site 3 Location Map
Figure 5- Sewer Group 787 Location Map
Figure 6- Water Group 914 Location Map
Figure 7- Sewer and Water Group 732 Location Map
Figure 8- Water Group 949-Site 2 with the MHPA
Initial Study Checklist

APPENDIX B

FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

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

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

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

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

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

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

2.10 American Water Works Association Standards for Water Meters

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

3. **DEFINITIONS**

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

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.

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.

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.

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

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

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

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.

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. Theses 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.

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

City of San Diego
PUBLIC UTILITIES
Water & Wastewater

Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Application Date	Requested Install Date:

Meter Information

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

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: (PERSON IN ACCOUNTS PAYABLE)			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	

Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter

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

☐ City Meter	☐ Private Meter	
Contract Acct #:	Deposit Amount: $ 936.00	Fees Amount: $ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

Materials Typically Accepted by Certificate of Compliance

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

APPENDIX D

SAMPLE CITY INVOICE

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

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

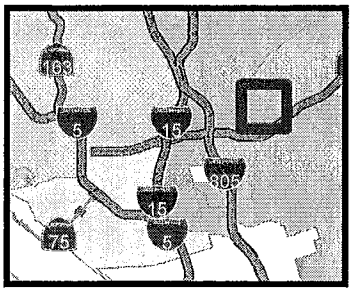
Total Retention Required as of this billing (Item E)	$0.00
Previous Retention Withheld in PO or in Escrow	$0.00
Add'l Amt to Withhold in PO/Transfer in Escrow:	***$0.00***
Amt to Release to Contractor from PO/Escrow:	

Contractor Signature and Date: _____

APPENDIX E

LOCATION MAP

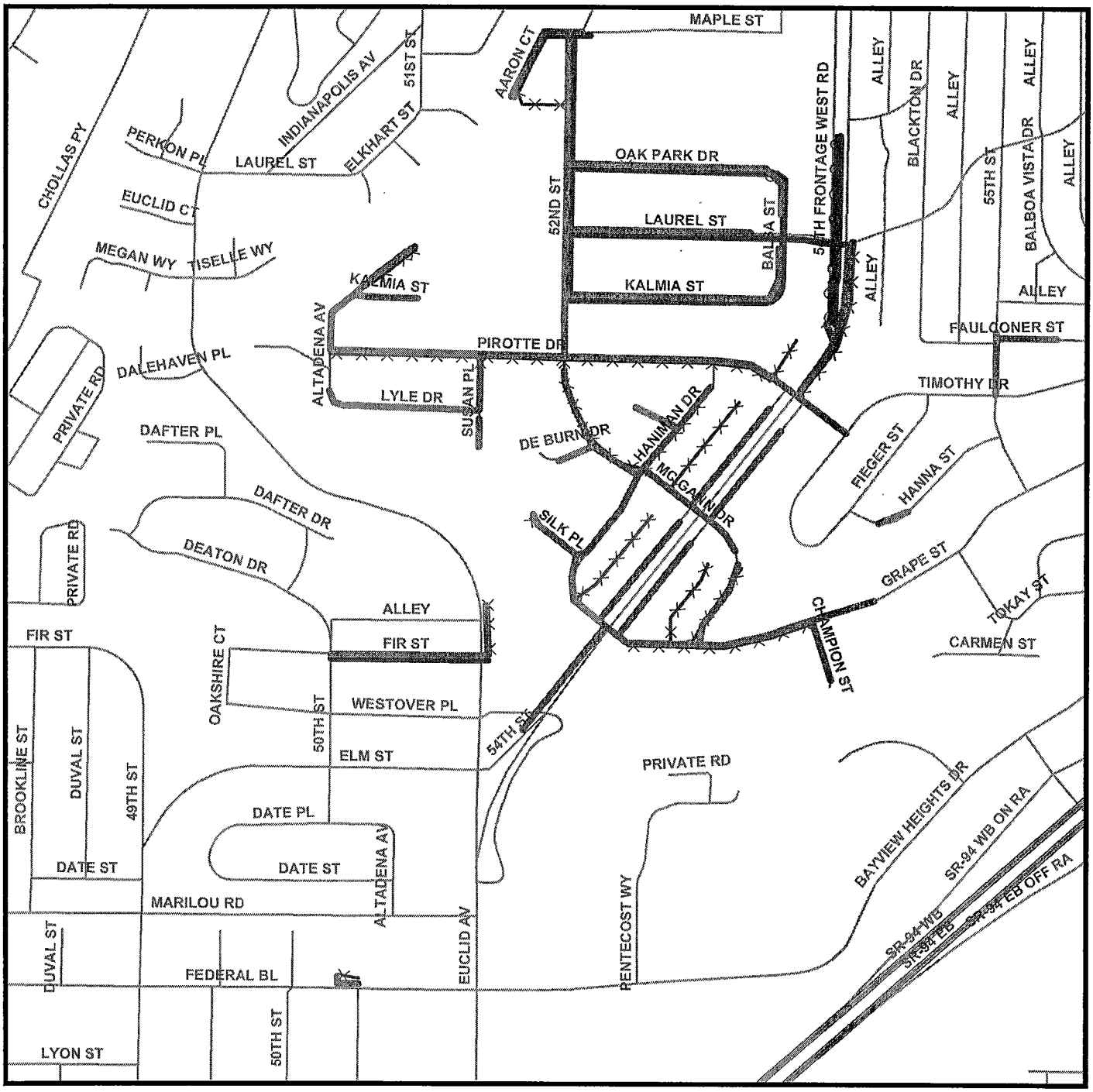
THIS MAP/DATA IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Note: This product may contain information from the SANDAG Regional Information System which cannot be reproduced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



The City of SAN DIEGO Public Works

SEWER AND AC WATER GROUP 776

SENIOR ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	FOR QUESTIONS ABOUT THIS PROJECT
NABIL BATTA	SHEILA GAMUEDA	QUENTIN LO	Call: (619) 533-4207
(619) 533-4145	(619) 533-4244	(619) 533-7418	Email: *engineering@sandiego.gov*



Legend

WORK ON SEWER MAINS — SEWER MAINS TO BE ABANDONED

WORK ON WATER MAINS — WATER MAINS TO BE ABANDONED

N W E S

COMMUNITY NAME: MID-CITY: EASTERN AREA COUNCIL DISTRICT: 4

SAP ID: B00387 (S) \ B13197 (W)

SanGIS

APPENDIX F

ADJACENT PROJECTS

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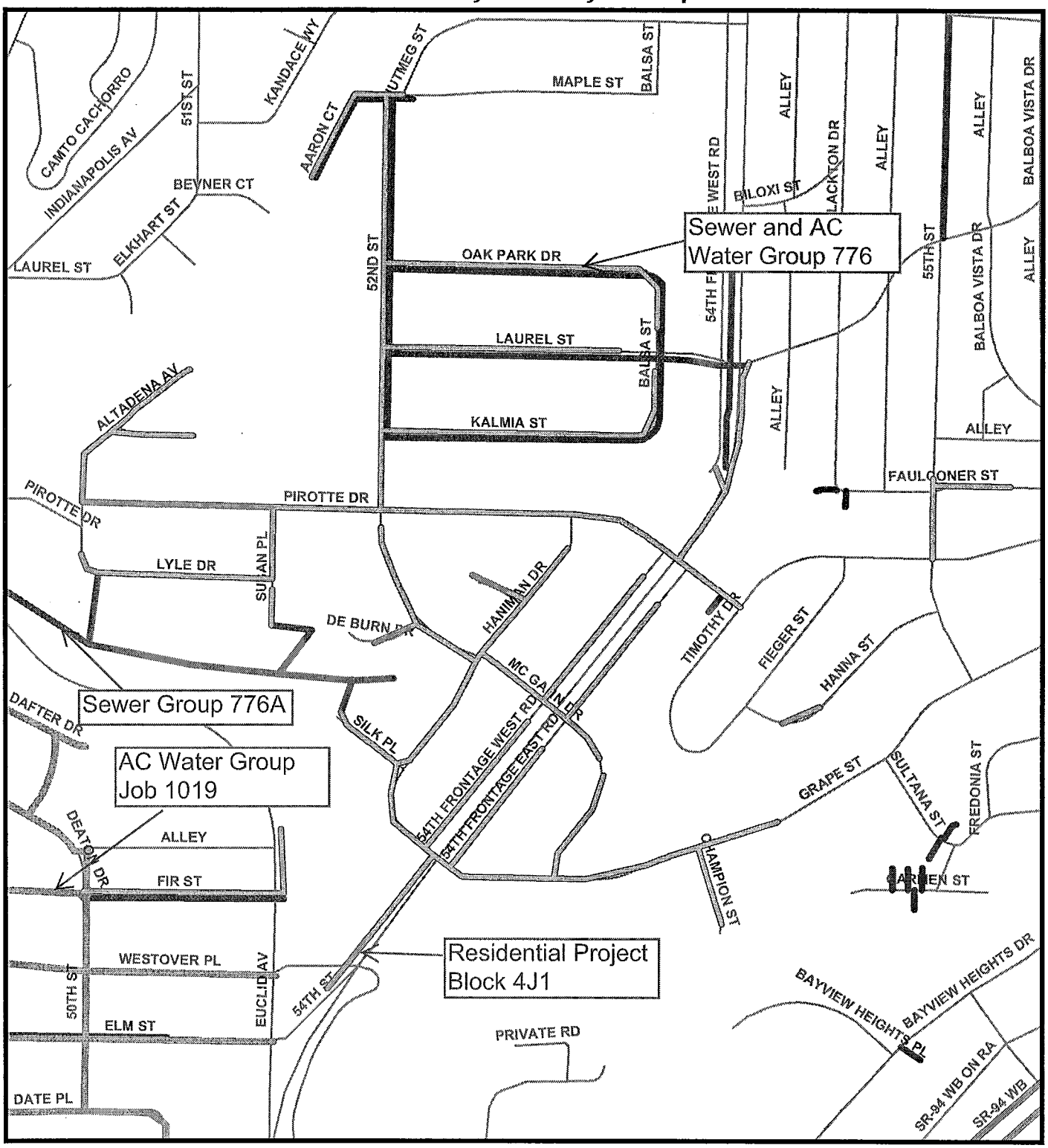
The City of SAN DIEGO Public Works

Adjacent Projects Map



COMMUNITY NAME: MID-CITY:EASTERN AREA COUNCIL DISTRICT: 4 SAP ID: B00387 (S) \ B13197 (W)

Date: August 9, 2016

SanGIS

APPENDIX G

HYDROSTATIC DISCHARGE FORM

Hydrostatic Discharge Requirements Certification (Discharge Events ≥ 325,850 gpd)

All discharge activities related to this project comply with the Regional Water Quality Control Board (RWQCB) Order No. R9-2010-0003, General Permit for Discharges of Hydrostatic Test Water and Potable Water to Surface Water and Storm Drains as referenced by (http://www.waterboards.ca.gov/sandiego/board_decisions/adopted_orders/2010/R9-2010-0003.pdf), and as follows:

Discharged water has been dechlorinated to below **0.1** *(mg/l)* level; and effluent has been maintained between **6** and **9** *(pH)* based on:							***Is Discharge Within Limits?***		**Comment/Action Taken**
Event #	**Discharge Date**	**Item Tested**	**Duration**	**Amount (gpd)**	**Description of the Proposed Discharge**	**Method and Test Result**	***YES***	***NO***	
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							
		Chlorine							
		pH							

Qualified Personnel Conducting Tests (Print Name): ***SAP No.(s):***

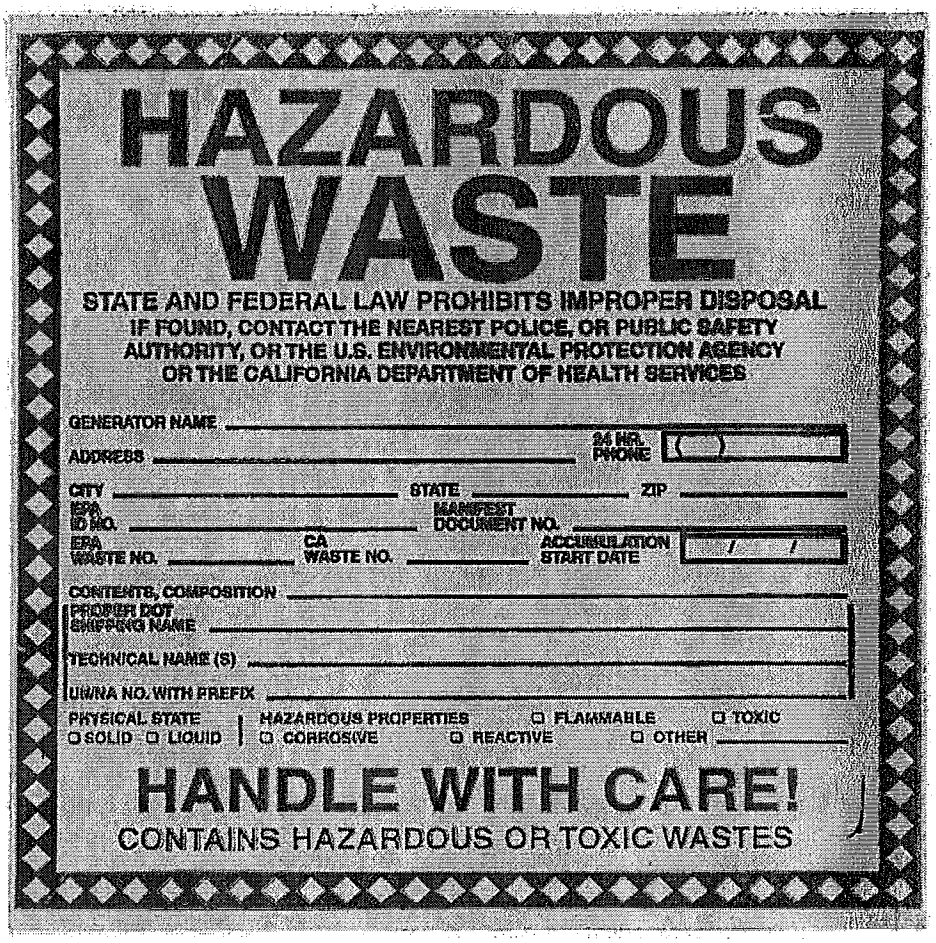
Signed: **Project Name:**

By signing, I hereby certify and affirm under penalty of perjury that all of the statements and conditions for hydrostatic discharge events are correct.

Have any thresholds been exceeded? Per Order No. R9-2010-0003, 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 H

HAZARDOUS LABEL/FORMS


HAZARDOUS
WASTE
STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES
GENERATOR NAME
ADDRESS
24 HR. PHONE
CITY
STATE
ZIP
EPA ID NO.
MANIFEST DOCUMENT NO.
EPA WASTE NO.
CA WASTE NO.
ACCUMULATION START DATE
CONTENTS, COMPOSITION
PROPER DOT SHIPPING NAME
TECHNICAL NAME (S)
UN/NA NO. WITH PREFIX
PHYSICAL STATE
SOLID LIQUID
HAZARDOUS PROPERTIES
CORROSIVE
REACTIVE
FLAMMABLE
TOXIC
OTHER
HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM [1]

If you have an emergency, Call 911

Handlers of hazardous materials are required to report releases. The following is a tool to be used for assessing if a release is reportable. Additionally, a non-reportable release incident form is provided to document why a release is not reported (see back).

Questions for Incident Assessment:	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	☐	☐
2. Did anyone, other than employees in the immediate area of the release, evacuate?	☐	☐
3. Did the release cause off-site damage to public or private property?	☐	☐
4. Is the release greater than or equal to a reportable quantity (RQ)?	☐	☐
5. Was there an uncontrolled or unpermitted release to the air?	☐	☐
6. Did an uncontrolled or unpermitted release escape secondary containment, or extend into any sewers, storm water conveyance systems, utility vaults and conduits, wetlands, waterways, public roads, or off site?	☐	☐
7. Will control, containment, decontamination, and/or clean up require the assistance of federal, state, county, or municipal response elements?	☐	☐
8. Was the release or threatened release involving an unknown material or contains an unknown hazardous constituent?	☐	☐
9. Is the incident a threatened release (a condition creating a substantial probability of harm that requires immediate action to prevent, reduce, or mitigate damages to persons, property, or the environment)?	☐	☐
10. Is there an increased potential for secondary effects including fire, explosion, line rupture, equipment failure, or other outcomes that may endanger or cause exposure to employees, the general public, or the environment?	☐	☐

If the answer is YES to any of the above questions – report the release to the California Office of Emergency Services at 800-852-7550 and the local CUPA daytime: (619) 338-2284, after hours: (858) 565-5255. Note: other state and federal agencies may require notification depending on the circumstances.

Call 911 in an emergency

If all answers are NO, complete a Non Reportable Release Incident Form (page 2 of 2) and keep readily available. Documenting why a "no" response was made to each question will serve useful in the event questions are asked in the future, and to justify not reporting to an outside regulatory agency.

If in doubt, report the release.

---

[1] This document is a guide for accessing when hazardous materials release reporting is required by Chapter 6.95 of the California Health and Safety Code. It does not replace good judgment, Chapter 6.95, or other state or federal release reporting requirements.

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION Incident #

Date/Time Discovered	Date/Time Discharge	Discharge Stopped ☐ Yes ☐ No
Incident Date / Time:		
Incident Business / Site Name:		
Incident Address:		
Other Locators (Bldg, Room, Oil Field, Lease, Well #, GIS)		
Please describe the incident and indicate specific causes and area affected. Photos Attached?: ☐Yes ☐No		
Indicate actions to be taken to prevent similar releases from occurring in the future.		

2. ADMINISTRATIVE INFORMATION

Supervisor in charge at time of incident:	Phone:
Contact Person:	Phone:

3. CHEMICAL INFORMATION

Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Chemical	Quantity ☐ GAL ☐ LBS ☐ FT^3
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A

BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -

B

INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.

C

INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP

D

CHEMICAL OR TRADE NAME (print or type)	CAS Number

CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A ☐	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) ☐

PHYSICAL STATE CONTAINED ☐ SOLID ☐ LIQUID ☐ GAS	PHYSICAL STATE RELEASED ☐ SOLID ☐ LIQUID ☐ GAS	QUANTITY RELEASED

ENVIRONMENTAL CONTAMINATION ☐ AIR ☐ WATER ☐ GROUND ☐ OTHER	TIME OF RELEASE	DURATION OF RELEASE ___DAYS ___HOURS ___MINUTES

E

ACTIONS TAKEN

F

KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)

- ☐ ACUTE OR IMMEDIATE (explain) _____
- ☐ CHRONIC OR DELAYED (explain) _____
- ☐ NOTKNOWN (explain)

G

ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS

H

COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)

I

CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.

REPORTING FACILITY REPRESENTATIVE (print or type) _____

SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____

EMERGENCY RELEASE FOLLOW-UP NOTICE
REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

Chapter 6.95 of Division 20 of the California Health and Safety Code requires that written emergency release follow-up notices prepared pursuant to 42 U.S.C. § 11004, be submitted using this reporting form. Non-permitted releases of reportable quantities of Extremely Hazardous Substances (listed in 40 CFR 355, appendix A) or of chemicals that require release reporting under section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 U.S.C. § 9603(a)] must be reported on the form, as soon as practicable, but no later than 30 days, following a release. The written follow-up report is required in addition to the verbal notification.

BASIC INSTRUCTIONS:

- The form, when filled out, reports follow-up information required by 42 U.S.C § 11004. Ensure that all information requested by the form is provided as completely as possible.
- If the incident involves reportable releases of more than one chemical, prepare one report form for each chemical released.
- If the incident involves a series of separate releases of chemical(s) at different times, the releases should be reported on separate reporting forms.

SPECIFIC INSTRUCTIONS:

Block A: Enter the name of the business and the name and phone number of a contact person who can provide detailed facility information concerning the release.

Block B: Enter the date of the incident and the time that verbal notification was made to OES. The OES control number is provided to the caller by OES at the time verbal notification is made. Enter this control number in the space provided.

Block C: Provide information pertaining to the location where the release occurred. Include the street address, the city or community, the county and the zip code.

Block D: Provide information concerning the specific chemical that was released. Include the chemical or trade name and the Chemical Abstract Service (CAS) number. Check all categories that apply. Provide best available information on quantity, time and duration of the release.

Block E: Indicate all actions taken to respond to and contain the release as specified in 42 U.S.C. § 11004(c).

Block F: Check the categories that apply to the health effects that occurred or could result from the release. Provide an explanation or description of the effects in the space provided. Use Block H for additional comments/information if necessary to meet requirements specified in 42 U.S.C. § 11004(c).

Block G: Include information on the type of medical attention required for exposure to the chemical released. Indicate when and how this information was made available to individuals exposed and to medical personnel, if appropriate for the incident, as specified in 42 U.S.C. § 11004(c).

Block H: List any additional pertinent information.

Block I: Print or type the name of the facility representative submitting the report. Include the official signature and the date that the form was prepared.

MAIL THE COMPLETED REPORT TO:

State Emergency Response Commission (SERC)
Attn: Section 304 Reports
Hazardous Materials Unit
3650 Schriever Avenue
Mather, CA 95655

NOTE: Authority cited: Sections 25503, 25503.1 and 25507.1, Health and Safety Code. Reference: Sections 25503(b)(4), 25503.1, 25507.1, 25518 and 25520, Health and Safety Code.

APPENDIX I

SEWER MAINS AND MANHOLE REHABILITATION SAMPLE DATA TEMPLATES

REHAB DATE COLLECTION – SEWER MAINS										
FSN	REHAB DATE	LENGTH	INSIDE DIAM	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS	ACCEPTANCE DATE
65112	8/22/2006	312	8	7	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES, LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006

REHAB DATA COLLECTION – MANHOLES

MH FSN	REHAB DATE	LINING TYPE	LINING MATERIAL VENDOR	LINING SYSTEM	REHAB CONTRACTOR	RIM ELEVATION	INVERT ELEVATION	ACTUAL DEPTH (VF)	COMMENTS	ACCEPTANCE DATE
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386	ZEBRON CORPORATION	49.8	41.95	7	Leave this row as a sample.	3/28/2007

APPENDIX J

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

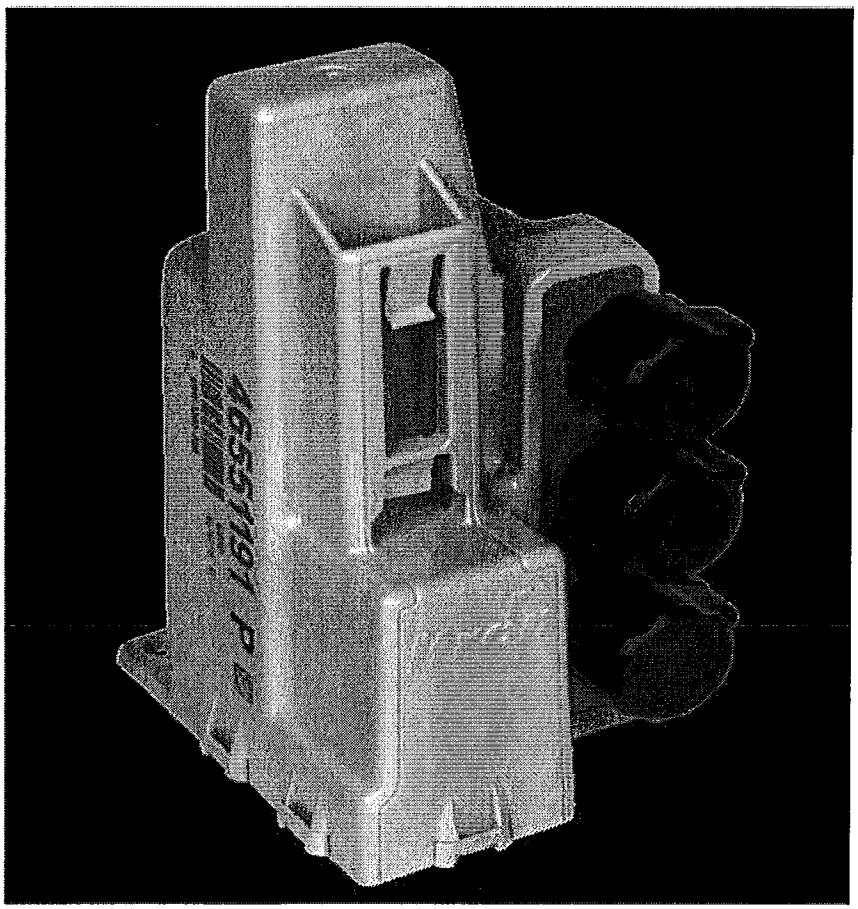
The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water.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

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

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

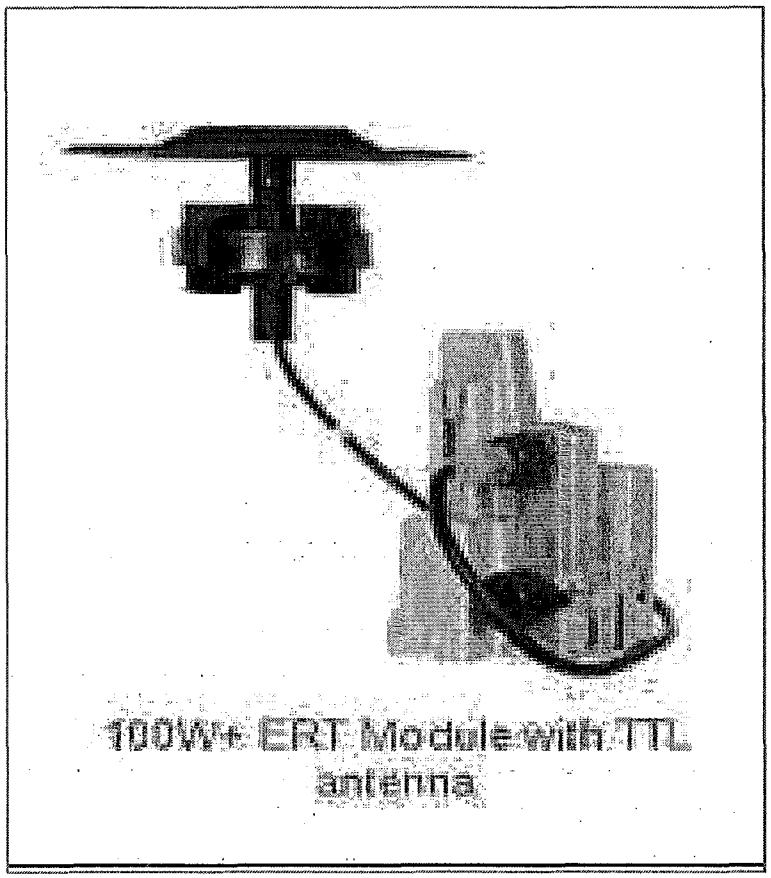
A. Endpoints, see Photo 1:

Photo 1



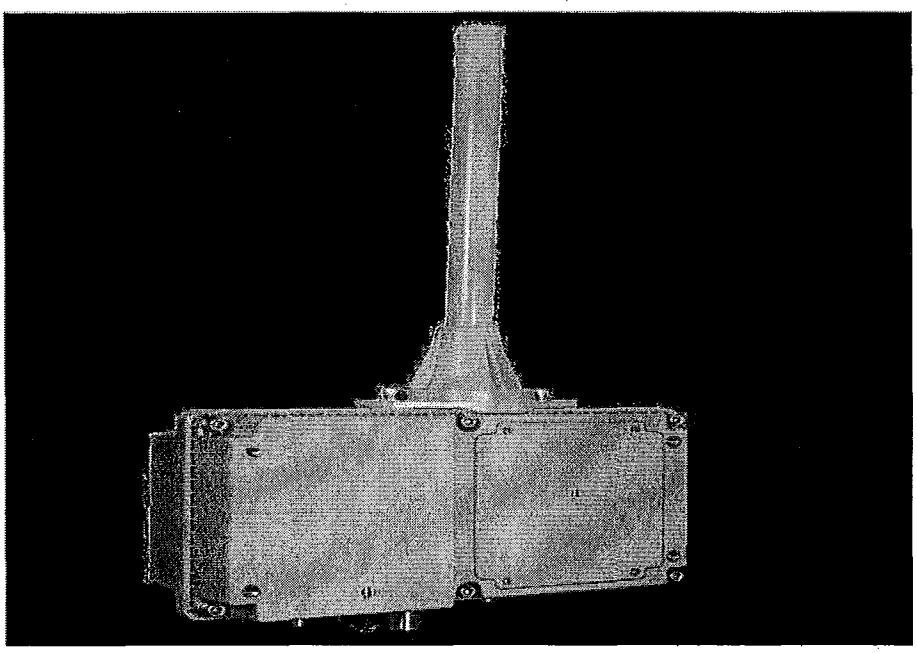
B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:

Photo 2



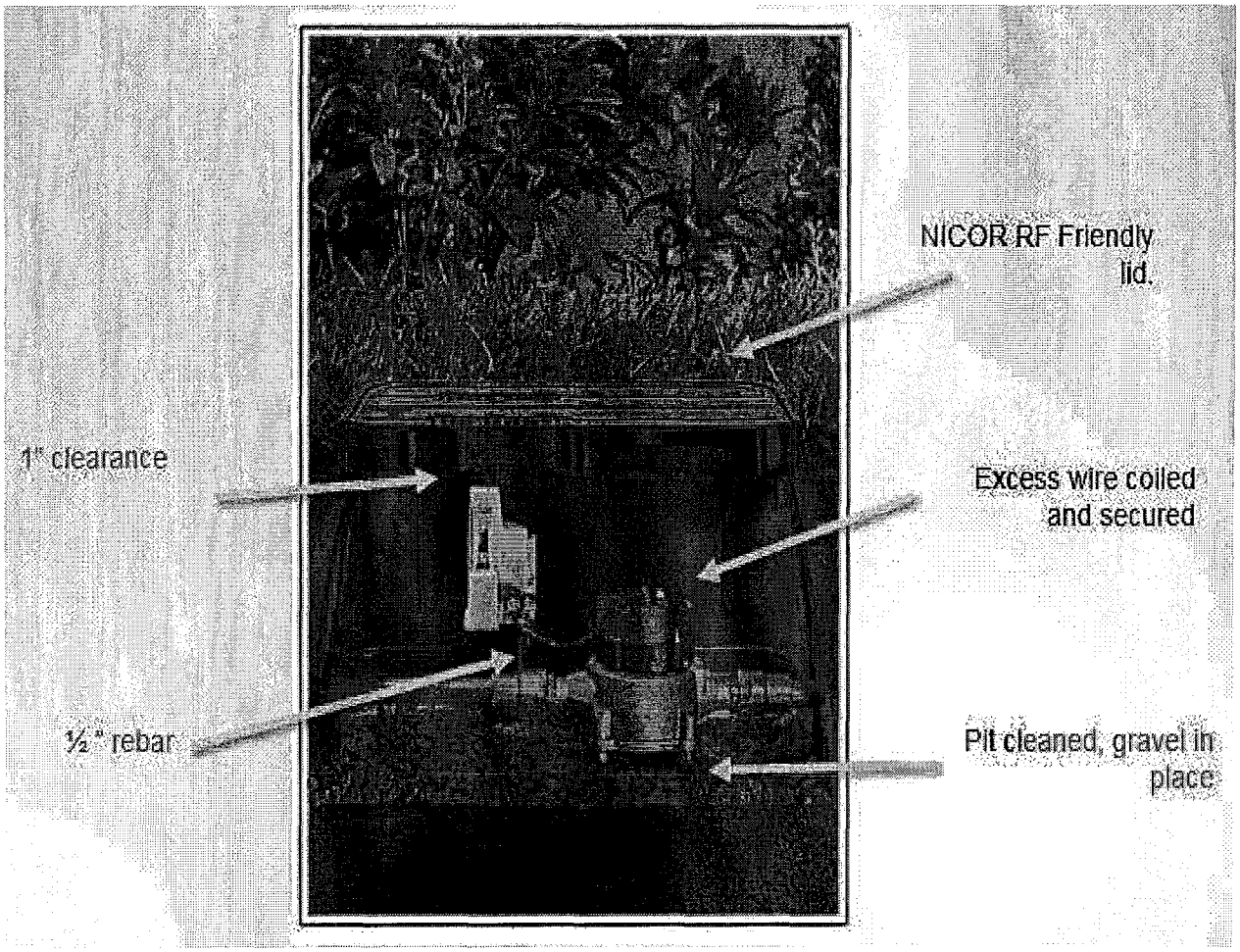
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document
Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

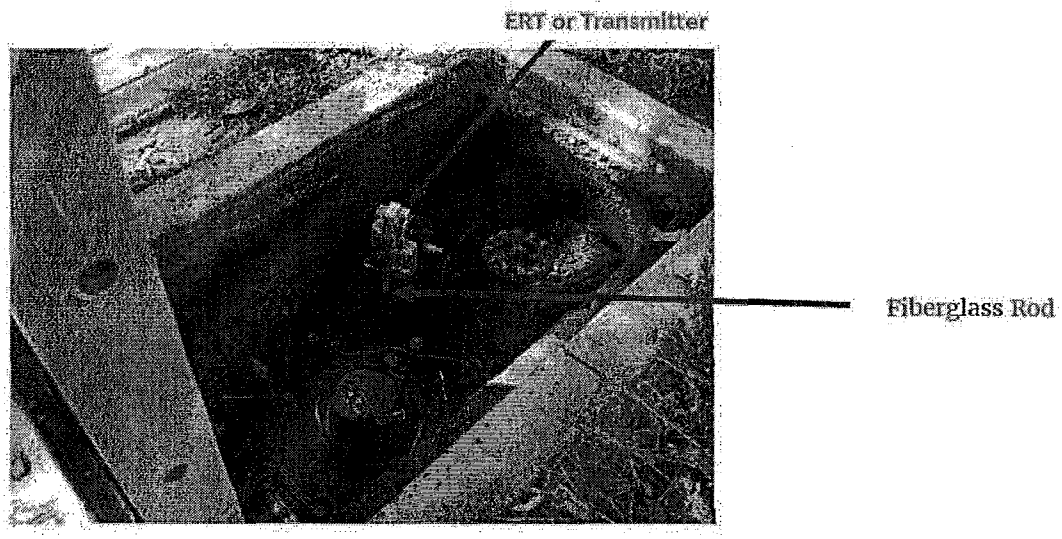
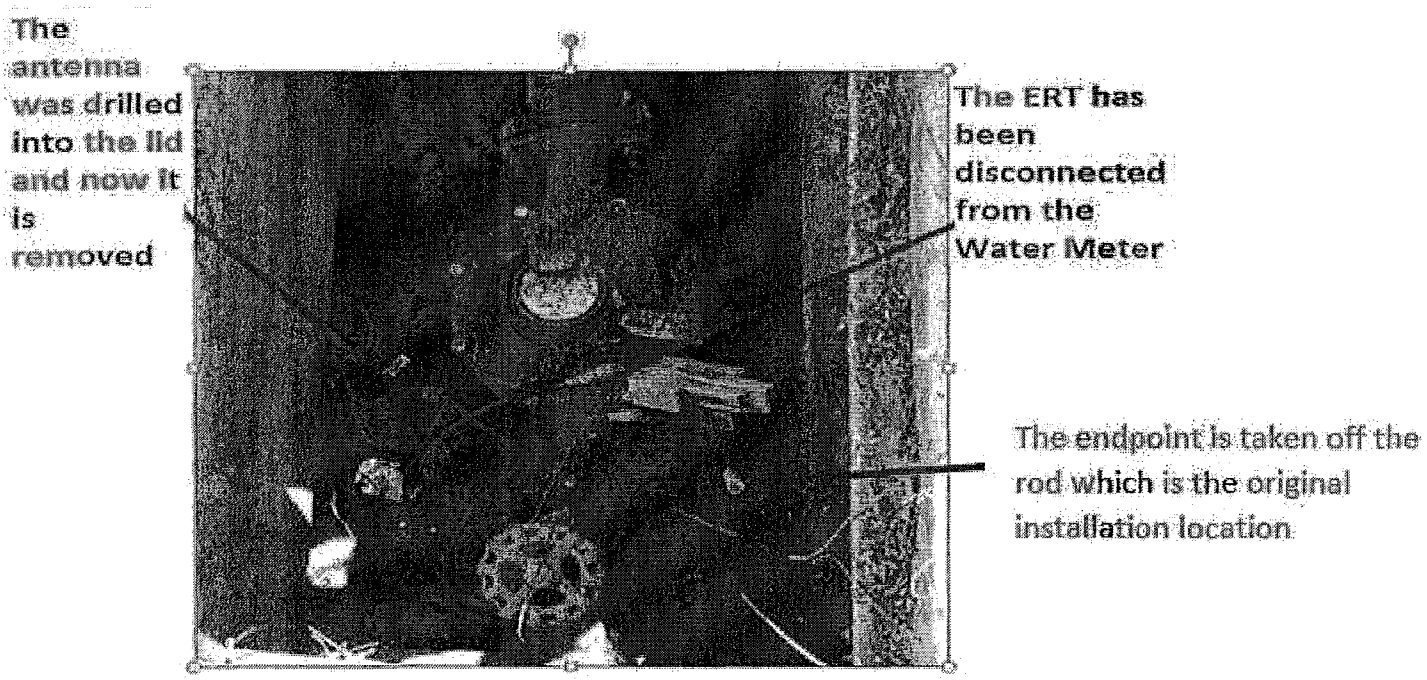


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7

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

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

Photo 8

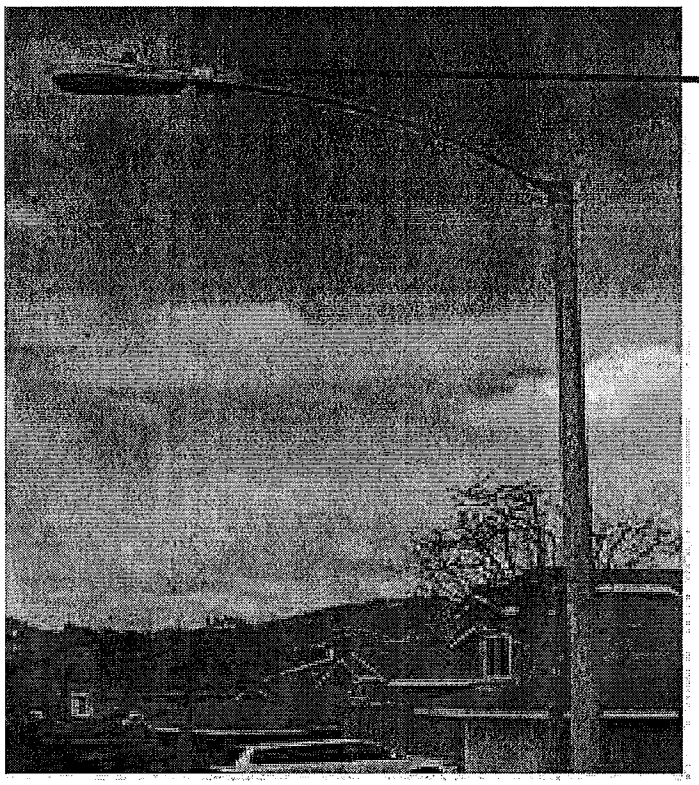
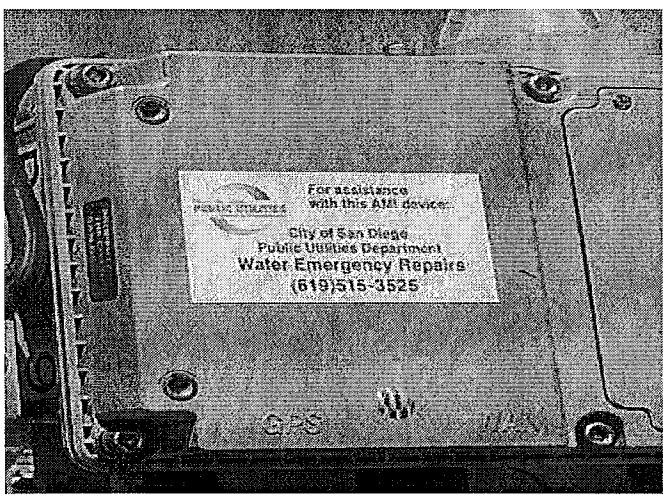


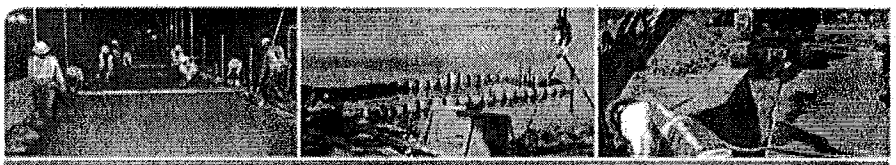
Photo 9



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

APPENDIX K

SAMPLE OF PUBLIC NOTICES



CONSTRUCTION NOTICE

PROJECT NAME

Trenching on your street is complete.

What you need to know:

- Pipe installation on your street is complete and construction crews are now installing new pipeline for this project at another location.
- You may see temporary trench plates or trench cap for some time, even after construction activities have concluded on your street.

Street resurfacing:

- Your Streets will be resurfaced once the entire pipeline project is complete. Concrete streets will not be resurfaced curb to curb; only the trench will be backfilled.
- Street resurfacing may be delayed due the City's slurry seal moratorium

Estimated resurfacing completion on your street:

(Insert Date-Month and Year)

For questions related to this work

Call: (619) 533-4207

Email: engineering@sandiego.gov

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

This information is available in alternative formats upon request.

APPENDIX L

SAMPLE OF REPLUMB AGREEMENT

AGREEMENT BETWEEN THE CITY AND THE PRIVATE PROPERTY OWNER TO CONSTRUCT A PRIVATE SEWER LATERAL

The City of San Diego is constructing a new sewer main in the public right-of-way to replace the main that currently serves your property in order to secure the health and safety of the citizenry. The name of the construction project improving the sewer serving your property is ***[insert project name]***, WBS Element ***[insert lowest WBS element]***. As a result of the new sewer main construction, the City anticipates that on or about ***[insert date]***, the existing sewer main servicing ***[insert property address]*** will be abandoned and service will be terminated. In order to connect to the new sewer main, a new private sewer lateral must be constructed to service the Property.

In order to expedite construction of the new sewer main, the City will provide to the owner(s) of the Property [Property Owner(s)] construction of a new private sewer lateral at no cost in accordance with the terms and conditions of this Agreement. If the Property Owner(s) reject(s) the City's offer to construct a Lateral, the Property Owner(s) must personally secure the construction of a Lateral, and connection to the new sewer main, or provide equally effective means of waste disposal, at Property Owner's(s') own expense. Further, Property Owner(s) who fail to construct a Lateral or who do so incorrectly, and all other Property Owner(s) who reject the City's offer, are solely and fully responsible for any and all liability, claims, losses, damages, or injuries to any person or property relating to flooding from the sewer main, private sewer lateral, or any other related facility.

To take advantage of the City's offer of construction at no expense to the Property Owner(s), the Property Owner(s) must return to the City an original copy of this Agreement, with notarized signatures from all Parties who have an ownership interest in the Property to ***Right of Way Design Division, Attn: Project Engineer [insert project engineer], 525 B Street, Suite 750, San Diego, CA 92101-4502*** within thirty (30) days of its receipt. Failure to submit the signed Agreement within that time period constitutes a rejection of this Agreement, triggering all liability described above. The City may, in its sole discretion, accept the completed Agreement after the thirty days have elapsed. If the Property Owner(s) accept(s) the City's offer and the completed Agreement is accepted by the City, then the parties agree as follows:

1. **Right to Enter.** Property Owner(s) authorize(s) the City, its officers, agents, employees, and independent contractors to enter upon the Property (APN# ***[APN #]***) for the purpose of constructing a Private Sewer Lateral. This Right of Entry is limited in time and shall automatically expire three hundred and sixty-five (365) days from the date the Notice of Completion is filed under the applicable construction contract.

2. **City to Hire Contractor.** The City will hire a licensed contractor to construct a Lateral, provided that money is first authorized by the City Council or Mayor as required by law. The Contractor will design the Lateral and obtain a building permit, if required, for this work.

3. **Construction of Lateral.** Construction of the Lateral includes any and all equipment, facilities, and/or appurtenances necessary to secure adequate sewer service from the Property to the new sewer main. The construction and equipment will include a Lateral, cleanouts, connection to the new main, and abandonment of the old private sewer lateral. The location and limits of this work will be substantially as shown on ***Exhibit A*** (drawing), incorporated herein by this reference, or as otherwise agreed to in writing by the parties.

4. **Contractor Obligations.** The Contractor will protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction of the Lateral. The Contractor will restore those portions of existing improvements that are affected by construction operations to their original or practical equivalent condition, as determined by the City, including pavement, decorative pavers, driveways, curbs, walks, tile, minor structures, retaining walls, utility poles, guy wires, fences, lawns, shrubs, and trees. Mature landscaping will be replanted with a practical and commercially available replacement and the Property Owner(s) shall be responsible for, in perpetuity, all maintenance and watering necessary to insure growth from the date planted.

5. **Damage or Injury During Construction.** Property Owner(s) shall not be responsible for any damage to equipment or injury to the City's officers, agents, employees, or independent contractors incurred in performance of construction of the Lateral, except as caused by Property Owner's(s') negligence or willful misconduct.

6. **Notification of Commencement.** The Contractor will be responsible for notifying the occupants of the Property at least ten (10) working days before starting construction.

7. **City Inspection of Work.** Property Owner(s) shall allow City representatives to have reasonable access to the Property to verify that Contractor's work was performed in accordance with applicable State and local plumbing, building, and health regulations. The City will perform a final inspection of the Lateral to confirm construction and for the purpose of determining whether the Lateral complies with or violates any enactment or contains or constitutes a hazard to health and safety. The Property Owner(s) agree(s) that the City's approval is general approval only and that the Contractor is solely responsible for complying with all applicable laws, codes, and good construction practices.

8. **Work Site Access and Condition.** The Contractor will maintain pedestrian and vehicular access to the Property after working hours and as much as practical during working hours (7 a.m. to 3:30 p.m.). [If there are any changes to the working hours, the Contractor will notify the Property Owner(s) or occupants of the Property at least 48 hours in advance.] The Contractor will be required to keep the work site clean and free from rubbish and debris through all phases of construction. Upon completion of the work, the Contractor will remove all equipment, materials, and debris from the work site.

9. **Warranty and Maintenance Obligations.** After the City's final inspection, construction of the Lateral is considered complete. Upon completion, the Contractor will warrant the Contractor's work, guaranteeing for a period of one (1) year that the work is free from defects in workmanship or materials. The Contractor shall be responsible for any and all necessary work covered by the warranty during the warranty period. Any warranties available on pipe or other materials shall be provided by

the Contractor and/or any manufacturer to the Property Owner(s). Upon completion, the Property Owner(s) shall bear full responsibility for any and all maintenance of the Lateral. In addition, the Property Owner(s) shall bear full responsibility for any and all repairs of the Lateral, and any and all equipment, facilities, and/or appurtenances including, but not limited to, anything not covered by any available warranties and anything not covered after expiration of any available warranties.

10. Liability After Completion. Upon completion, the Property Owner(s) shall release and agree to hold the City harmless from any and all liability for any damages caused or claimed to be caused by the design, construction, maintenance, repair, or presence of the Lateral, and from any liability or claims by any person arising from any conditions discovered at the Property or arising as a result of work performed at the Property by the Contractor related to the subject matter of this Agreement. Under no circumstances shall the City be liable for any losses or damages, however caused, relating to the Lateral.

11. Section Headings. All captions and section headings are for convenience only and shall not affect the interpretation of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts. All counterparts collectively constitute one Agreement that is binding on all of the parties to this Agreement even though each of the signatory parties may have executed separate counterparts.

13. Authority to Execute. The parties signing this Agreement represent and warrant that they are legally authorized and competent to execute this Agreement.

14. Entire Understanding. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior understandings, representations, warranties, and agreements on this issue.

15. Covenant Running with the Land. The Agreement is a covenant running with the Property and shall be binding upon the Property Owner(s) and any Successor(s), and the interests of any Successor(s). The interests of any Successor(s) shall be subject to each and every condition set out in this Agreement and all referenced documents. Property Owner(s) agree to provide a copy of this Agreement to any prospective purchasers of the Property.

16. Notarization and Recording. This Agreement shall be executed in recordable form by the Property Owner(s) before a Notary Public. After this document has been fully executed by all of the parties, it shall be recorded by the City as an agreement affecting real property, in the Office of the Recorder of the County of San Diego, State of California.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Mayor or designee, pursuant to the Mayor's delegation in accordance with San Diego City Charter section 265 authorizing such execution, and by the Property Owner(s).

PROPERTY OWNER(S)

By: _____
(Property Owner's Signature)

☐ Individual
☐ Trustee
☐ Other/Specify: _____
(Please Check **Only** One Box)

Dated: _____

_____
Print Name/Title (if applicable)

By: _____
(Additional Property Owner's Signature)

☐ Individual
☐ Trustee
☐ Other/Specify: _____
(Please Check **Only** One Box)

Dated: _____

_____
Print Name/Title (if applicable)

Print Name of Trust, Corporation, or other

THE CITY OF SAN DIEGO

By: _____
William Downs Prior
Principal Contract Specialist
Purchasing & Contracting Department

Dated: _____

Holding Property (if applicable):_____

Property Owner(s) Telephone Number:_____

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____ , 20_____.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____
(Insert name and title of officer

personally appeared _____,
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 acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

APPENDIX M

ACCESS LAW DESIGN COMPLIANCE MEMORANDUM

CITY OF SAN DIEGO
PUBLIC WORKS
DEPARTMENT

ACCESS LAW DESIGN COMPLIANCE
PRELIMINARY ENGINEERING PROJECTS
MEMORANDUM

Date: March 19, 2013

To: Cathy Dungca, Associate Civil Engineer, Project Implementation Division

Subject: Revised Preliminary Evaluation Report for Sewer and Water Group 776 Project

From: Fletcher Callanta, Senior CIP Access Law Compliance Officer, Project Implementation Division

---

The office has completed the review of the project as referenced above for compliance with the access laws. Per the submitted document, the project proposes to replace sewer and water lines in the Mid City Eastern Area of Council District 4. The revised scope was submitted to the office on March 18, 2013.

The plan check comments listed below must be addressed during the design stage. If you have any questions on the issues or requested revisions, you may contact me directly via email at fcallanta@sandiego.gov.

Please note that this is a preliminary evaluation only. The review was based on the proposed alignment shown on the submitted predesign location map. Additional requirements may be triggered depending on the type and extent of the resurfacing. If the scope changes, this report will be considered null and void and the project must be resubmitted for a new evaluation review.

The project MUST be submitted to the office prior to finalization as part of the required citywide plan check.

I. General Comments:

1. The designer must perform a comprehensive site evaluation to verify any site constraints and conditions that can impact access to the design of the curb ramp, sidewalk corner, and access to corner residences/establishments. Do not place curb ramp code "numbers" on the plans without evaluating each sidewalk, road, vehicular traffic, pedestrian traffic and drainage conditions. The designer is required to "design" the curb ramp to accommodate all conditions. Note that part of the curb ramp replacement/installation includes upgrades of crosswalks and pushbutton location.

2. The designer MUST comply with the latest 2012 City Standard Drawings on Curb Ramps (SDG series only). The drawings are available online at: http://www.sandiego.gov/engineering-cip/services/consultcontract/edocref/drawingstandards.shtml

3. Do not use the existing width of the sidewalk as the basis for the curb ramp design. The designer must verify the right-of-way limits (ROW) to ensure the appropriate design or type of curb ramp is used. "Verify ROW limits" means to measure the width of the ROW at sidewalk area from face of curb to the property line.

In an ideal condition (level surface with 6" high curb), if the distance is 10'-0" or more, a Type A should be used. If the distance is less than 10'-0" but not less than 8'-0", a Type C2 should be used. If the distance is less than 8'-0", a Type C1 should be used. Note in signalized intersections, with a Type C2 and C1 designs, the pedestrian pushbuttons (PPB) may have to be relocated to comply with the ADA and MUTCD standards. In situations where there are improvements in the ROW, unless an encroachment permit can be provided by the property owner, unpermitted improvements must be removed to allow for the installation of the curb ramps.

4. Patch and repair surface damages along the bottom of the curb ramps and at the crossing areas serving the curb ramps.

5. Modified curb ramp designs are the responsibility of the designer and must be submitted to the office for review and approval. These types shall be addressed at the first preconstruction meeting with the Resident Engineer.

6. If due to site constraints a standard curb ramp design cannot be used, the designer must provide an enlarged detail of the curb ramp(s) on the plans. The detail must include existing elevation, slope and site constraints.

7. In certain situations, the location and design of the new curb ramps may have to be reviewed by Traffic Engineering to ensure safe pedestrian crossing. Therefore, submit the plans to Traffic Engineering as part of the citywide plan check.

8. If a curb ramp is required at a sidewalk corner with a curb inlet, signal pole, light pole, manhole, traffic controller cabinet, pull boxes, trees and other obstructions, the project is required to remove these obstructions regardless of the extent of the removal process.

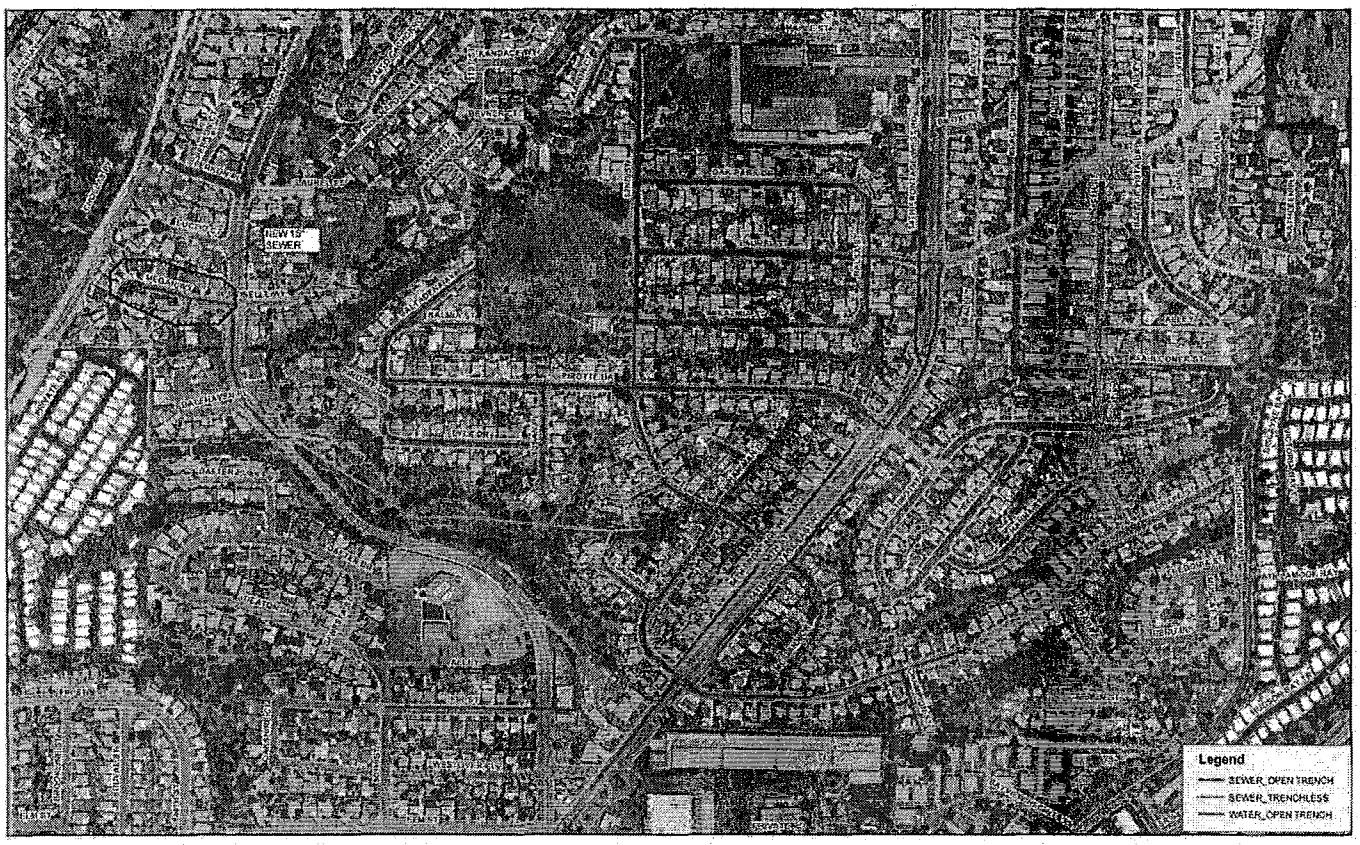
9. All detectable warning tiles (DWT) must be per the City's Approved Materials List (AML). Note the material on the curb ramp sheet.

10. Protect and keep all historic stamps within corner sidewalks. Ensure this is noted on the curb ramp sheet.

11. For new curb ramps at the T-side of T-intersections, provide a red curb within the curb ramp area to prevent people from parking at the curb ramps. Provide this note on the curb ramp table. Contact Harry Nguyen at Field Engineering for additional information.

12. Specify in the plans or specifications that crosswalks and limits lines (restriped or new) to be 12" wide white Thermoplastic. Use the standard yellow for school crosswalks. Refer to Section III.2.b for the 2010 ADA requirement on crosswalk marking at sidewalk corners with single curb ramps.

13. The project manager must work closely with a PIO to do a community outreach for the work in the area and include notification to the residents that curb ramps may be replaced and/or installed along the right-of-way fronting their properties.



SEWER & AC WATER GJ 776 - CANYON MAIN
Revised Predesign Location Map

II. Plan Check Comments:

Legend:

- Existing curb ramp with detectable warning tile (DWT)
- Existing curb ramp with no DWT
- Missing curb ramp
- New location for a curb ramp
- Pedestrian access route (PAR)

NW Northwest
NE Northeast
SW Southwest
SE Southeast
CI Curb inlet

1. Submit the standard curb ramp and resurfacing sheets for review.

2. Pedestrian Barricades (City Standard SDE-103) – If required, ensure the arrow on the sign is pointing to the nearest crossing area. Provide this as a note on the curb ramp sheets.

3. Check the CIP Tracking as there may be other projects that may install curb ramps at the affected intersections. The project that comes in first must do the replacement and/or

installation. Coordinate the work with the Project Manager of those projects.

4. Aaron Court/Maple Street and Nutmeg Street/52nd Street:

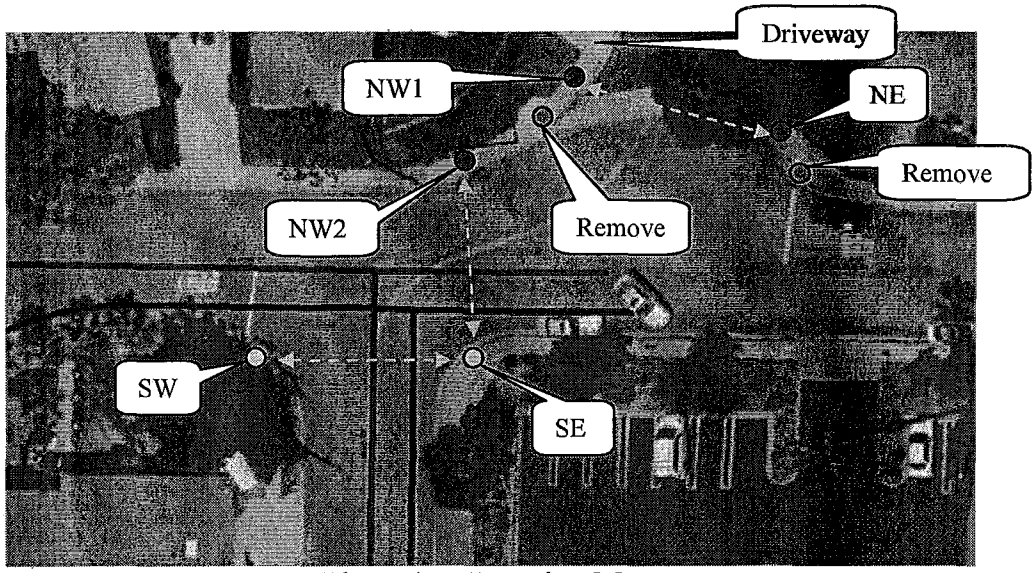


Photo 4a – Location Map

a. NW1 – Remove the existing curb ramp at the corner and replace with standard sidewalk, curb and gutter. Verify ROW limits and install a Type B curb ramp at the location shown on photo 4a.

b. NW2 – Verify ROW limits and install a Type B curb ramp at the location shown on photo 4a (directly across the SE corner).

c. NE – Remove the existing curb ramp at the corner and replace with standard sidewalk, curb and gutter. Verify ROW limits and install a Type B curb ramp at the location shown on photo 4a. Locate the curb ramp so that it is directional to the new curb ramp at the NW1 corner.

d. SW and SE – Verify on site the existing curb ramps with DWT at the corners. If accurate, the project is not required to replace the curb ramps.

e. Restripe the limit lines with 12"-wide white Thermoplastic finish. Use Thermoplastic when re-marking the STOP pavement sign. Provide a note or details on plans.

5. 52nd Street and Oak Park Drive:

a. SW – A curb ramp is missing at the T-side. Verify ROW limits and install a Type B at the area as shown in photo 5a. Note the adjacent driveway apron. Design the curb ramp to accommodate the driveway opening.

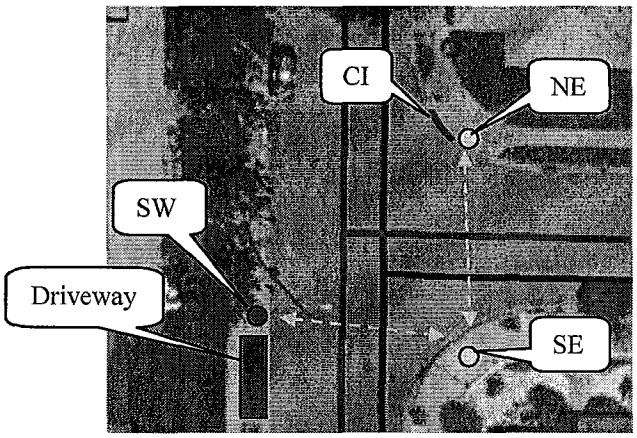


Photo 5a – Location Map

6. 52nd Street and Laurel Street:

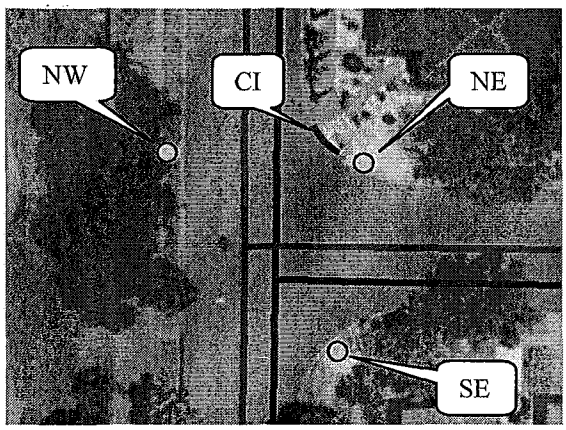


Photo 6a – Location Map

a. There are existing curb ramps with DWT at the NW, NE and SE corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

7. 52nd Street and Kalmia Street:

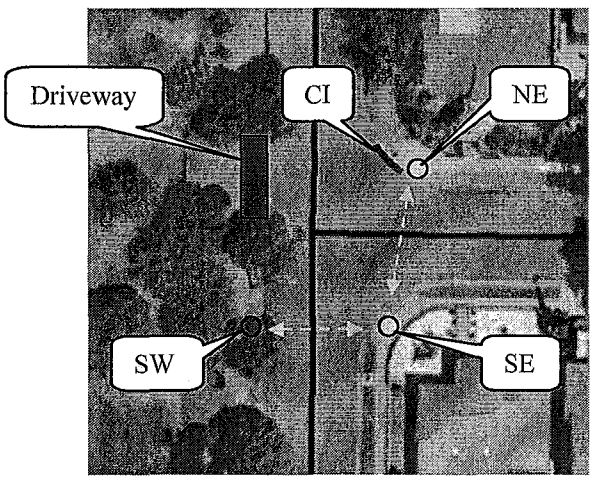


Photo 7a – Location Map

a. SW – A curb ramp at the T-side is missing. Verify conditions on site. If accurate, verify ROW limits and install a Type B at the SW corner.

b. NE and SE – There are existing curb ramps with DWT at the corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

8. 52nd Street and Pirotte Drive:

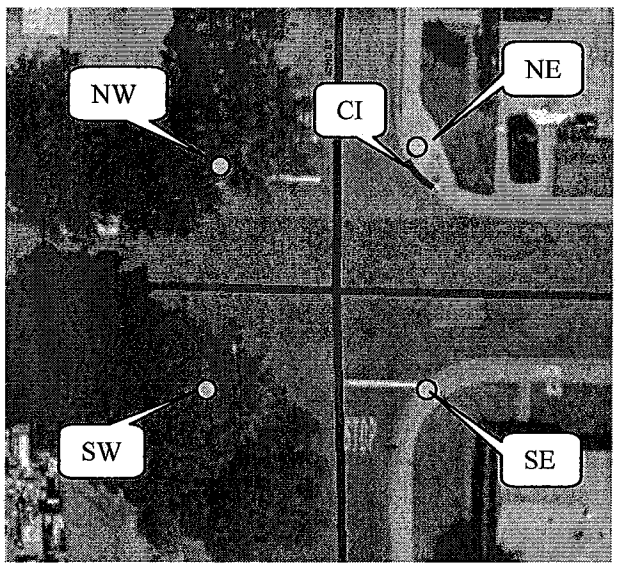


Photo 8a – Location Map

a. There are existing curb ramps with DWT at all four corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

9. 52nd Street and De Burn Drive:

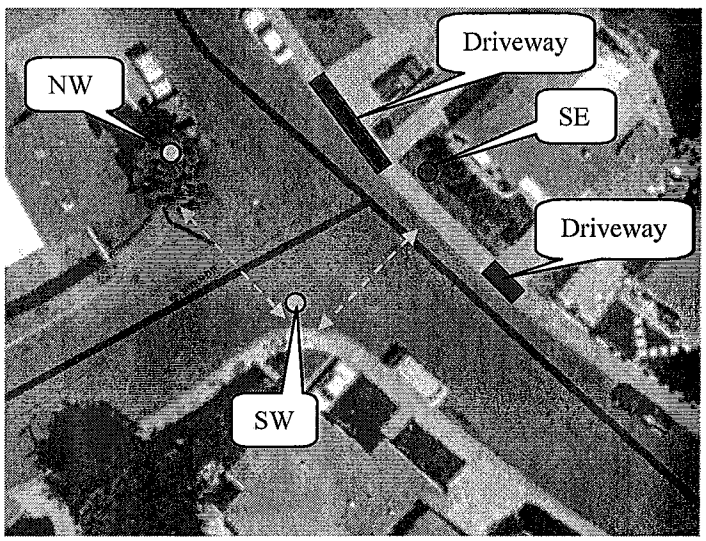


Photo 9a – Location Map

a. There are existing curb ramps with DWT at the NW and SE corners. Verify conditions

on site. If accurate, the project is not required to replace the curb ramps.

b. SE – Verify ROW limits and install a Type B at the location shown in photo 9a. If the ROW is less than 10'-0", a Type C2 may be used.

10. 52nd Street and Haniman Drive:

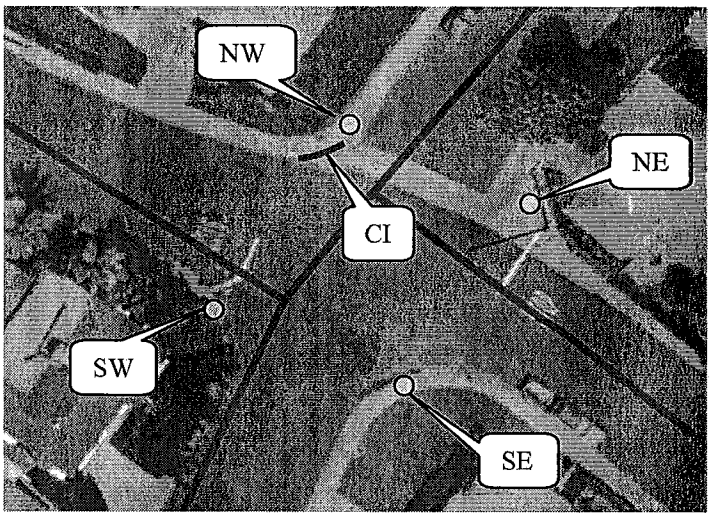


Photo 10a – Location Map

a. There are existing curb ramps with DWT at all four corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

11. 54th Street and McGann Drive:

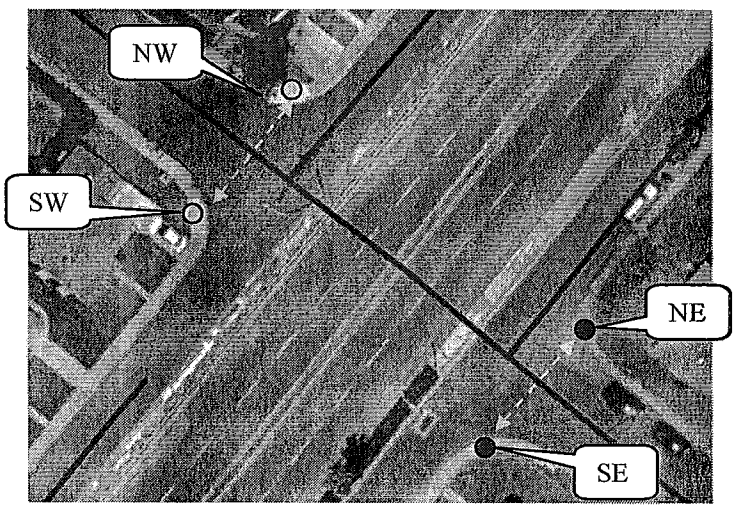


Photo 11a – Location Map

a. NW and SW – There are existing curb ramps at the corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

b. NE and SE – Do not use the existing sidewalk width as the basis for the curb ramp type. Verify ROW limits and install directional curb ramps (Type D or see sample below) at the corners. If the ROW is less than 10'-0", a Type C2 may be used.

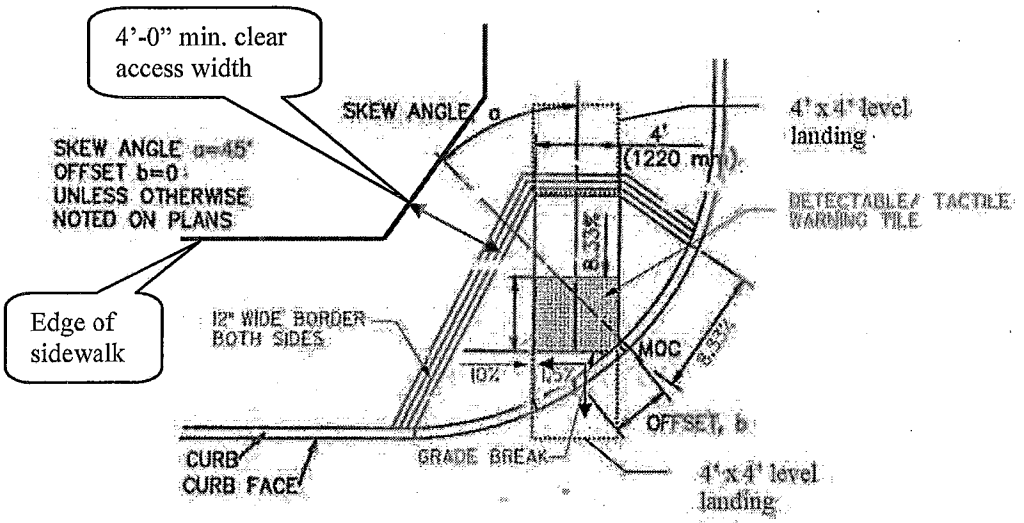


Figure A – Example of a directional curb ramp

If this type is to be used, provide an enlarged detail on the plans. Indicate slopes along the top and bottom landings. Include an analysis of the drainage pattern at the corner to ensure that ponding will not be created at the bottom landing.

12. McGann Drive and Grape Street:

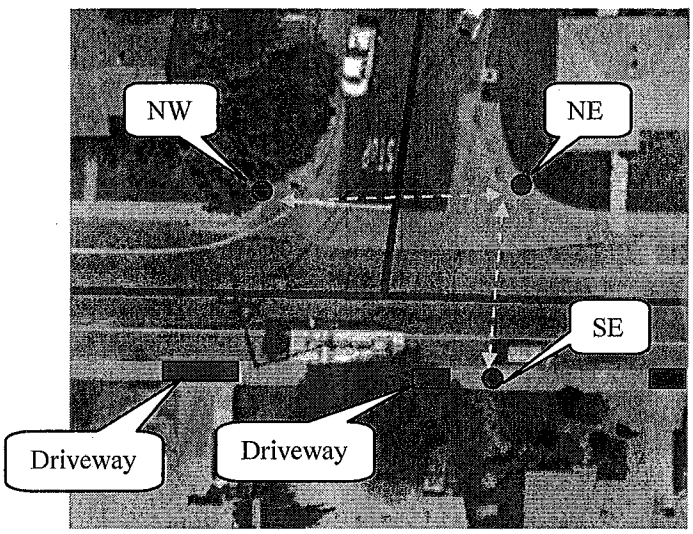


Photo 12a – Location Map

a. NW, NE and SE – Verify ROW limits and install a Type C2 curb ramp at the corners. Adjust the limit line as required. If the ROW is less than 8'-0", a Type C1 may be used.

b. Adjust the limit line as required and restripe with 12"-wide white Thermoplastic finish. Provide a note on plans.

13. Champion Street and Grape Street:

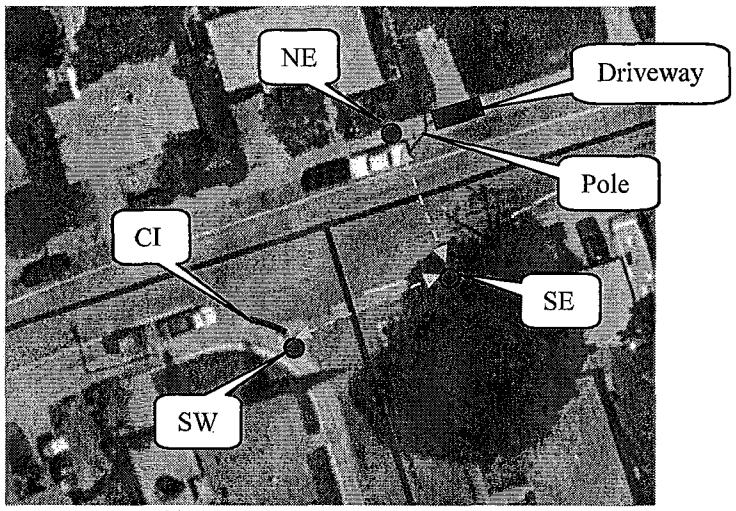


Photo 13a – Location Map

a. SW – Verify ROW limits and install a Type C2 curb ramp at the corner. Note the curb inlet at the corner.

b. SE – Verify ROW limits and install a Type C2 curb ramp at the corner. Extend the sidewalk to the south of Champion Street as required to provide the top landing for the curb ramp.

c. NE – Verify ROW limits and see if a Type C2 can fit at the location shown in photo 10a. If not, a Type C1 may be used. Note the existing pole and driveway at the area.

14. 54th Street and Haniman Drive/Grape Street:

a. Restripe the crosswalk serving the NE and SE1 curb ramps as shown in photo 14a. Specify 12"-wide white Thermoplastic finish. Ensure the width is not less than 10'-0". Provide a striping plan or detail on the curb ramp sheet. See photo 14a.

b. NE – Verify ROW limits and replace the existing curb ramp with a modified directional curb ramp design that will accommodate the curb inlet at the corner and the adjacent driveway. Specify stainless steel DWT. Provide a detail on the plans. See photo 14a.

c. SE1 – There is an existing directional curb ramp with DWT at the corner. Verify on site. See photo 14a. If accurate, the project is not required to replace the curb ramp.

d. SE2 – Install the missing directional curb ramp to serve the SE corner. Do not use the existing width of the sidewalk as the basis for the selection of the curb ramp type. Verify ROW limits and use Type B. If the ROW is less than 10'-0", a Type C2 may be used. Adjust location of the stop pole sign and limit line to accommodate the new curb

ramp. Ensure the curb ramp is located so that the sidewalk panel that is being used as the main access to the corner residence is not affected. Specify stainless steel DWT.

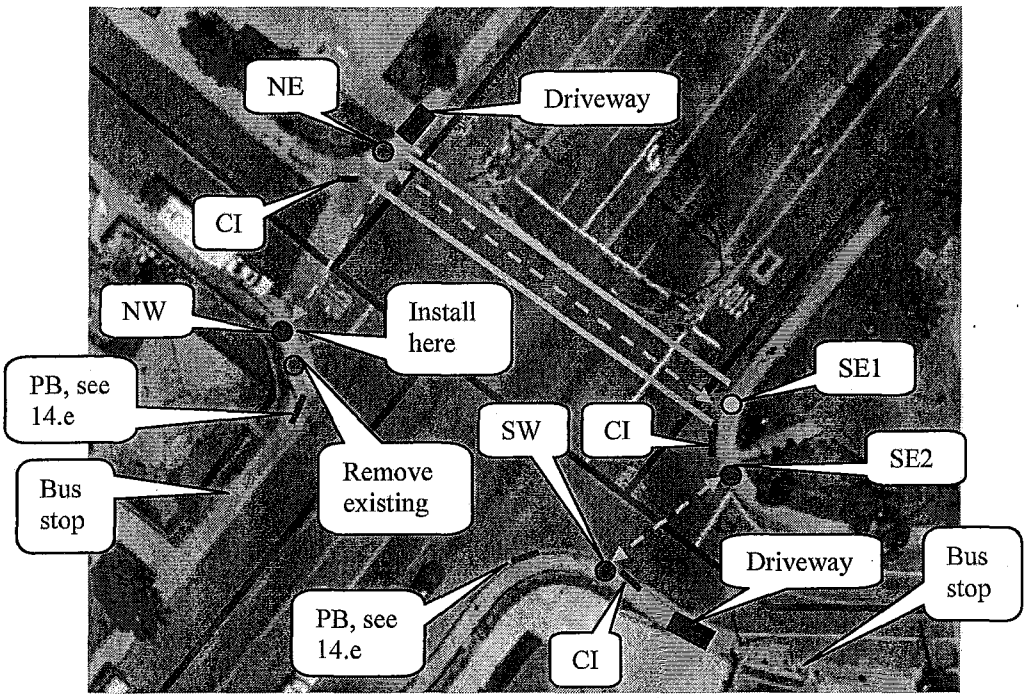


Photo 14a – Location Map

e. There is a marked crosswalk serving the NE and SE1. Pedestrian crossing across 54th Street should only be allowed there therefore, confirm with Traffic Engineering and Operations staff (Gary Pence) that pedestrian crossing is not allowed from the SW and NW corners across 54th Street. If confirmed, install a pedestrian barricade at the NW and SW corners as shown on photo 14a.

f. SW – Do not use the existing sidewalk width as the basis for the curb ramp type. Verify ROW limits and install a Type B curb ramp at the corner. If the ROW is less than 10'-0", a Type C2 may be used. Specify stainless steel DWT. See photo 14a.

g. NW – Remove the existing curb ramp at the corner and replace with standard sidewalk, curb and gutter. Install the new curb ramp as shown in photo 14a. Verify ROW limits and select the best type of curb ramp that will accommodate the corner conditions. Specify stainless steel DWT. Move the limit line before the curb ramp.

15. Haniman Drive and Silk Place:

a. NW, SW and SE – Verify ROW limits and install a Type C2 at the areas shown in photo 15a. If the ROW is limited, a Type C1 may be used. Ensure the curb ramp at the SE corner does not impact the driveway. Provide a level landing between the curb ramp and the driveway apron.

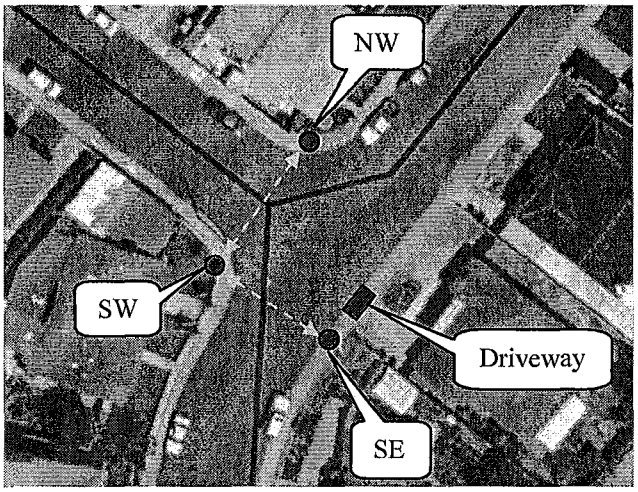


Photo 15a – Location Map

16. Haniman Drive and Maring Place:

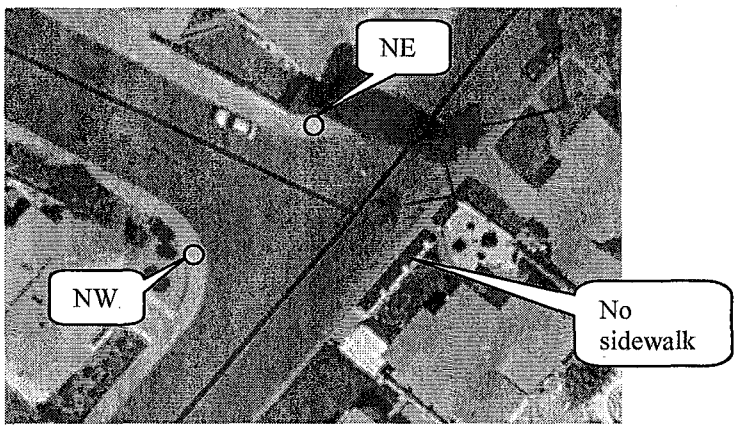


Photo 16a – Location Map

a. NW and NE – There are existing curb ramps with DWT at the corners. Verify conditions on site. If accurate, the project is not required to replace the curb ramps.

b. A sidewalk is missing along the south side of Haniman Drive. Verify conditions on site. If accurate, the project is not required to install a curb ramp along the T-side of the intersection.

17. 54th Street and Pirotte Drive:

a. NW – Verify ROW limits and replace the curb ramp with a Type C2. Specify stainless steel DWT. See photo 17a.

b. NE1 – Verify ROW limits and replace the curb ramp with a Type C1. Specify stainless steel DWT. See photo 17a.

c. NE2 – Verify ROW limits and replace the curb ramp with a Type C2. Adjust location of the PPB pole as necessary. Specify stainless steel DWT. See photo 17a.

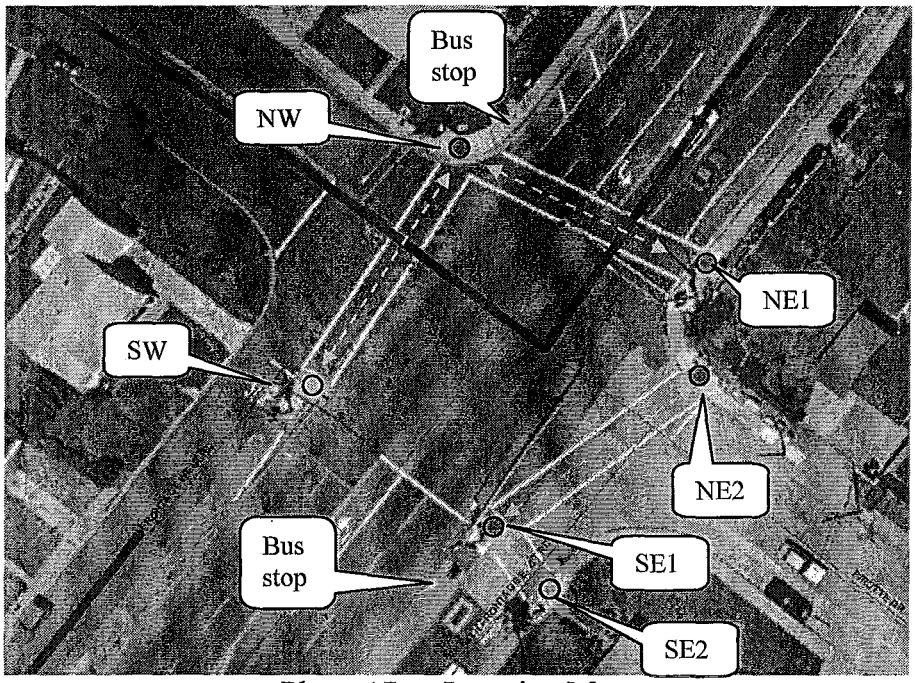


Photo 17a – Location Map

d. SE1 – Replace the existing modified curb ramp with a Type D (similar to the curb ramp at the SW corner). Ensure there is at least 36" of clear passage way between the base of the pole and the pedestrian barricade. If less, adjust location of the pedestrian barricade. Specify stainless steel DWT. See photo 17a.

e. SW – There is an existing curb ramp with DWT at the collector road median. Verify conditions on site. If accurate, the project is not required to replace the curb ramp.

f. SE2 – There is an existing curb ramp with DWT at the corner. Verify conditions on site. If accurate, the project is not required to replace the curb ramp.

g. Restripe the crosswalks with 12"-wide white Thermoplastic finish. Ensure the width is not less than 10'-0". Provide a note or details on plans. See photo 17a.

h. Restripe the limit lines with 12"-wide white Thermoplastic finish. Provide a note or details on plans. See photo 17a.

18. Pirotte Drive and Haniman Drive:

a. NW – Verify ROW limits and install a Type C2 or C1 at the location shown on photo 18a. Avoid the sidewalk panel that is being used as the main access to the residence. See photo 16b.

b. SW – Verify ROW limits and install a Type C1 at the corner. Note the utility pole at the corner. Check with the Undergrounding Section of the ROWD to see if this pole is scheduled to be removed. The curb ramp for this corner may have already been scheduled for installation by the section. If not removed, the pole can be incorporated

onto the wing of the curb ramp but ensure there is at least 38" of clear space behind the pole.

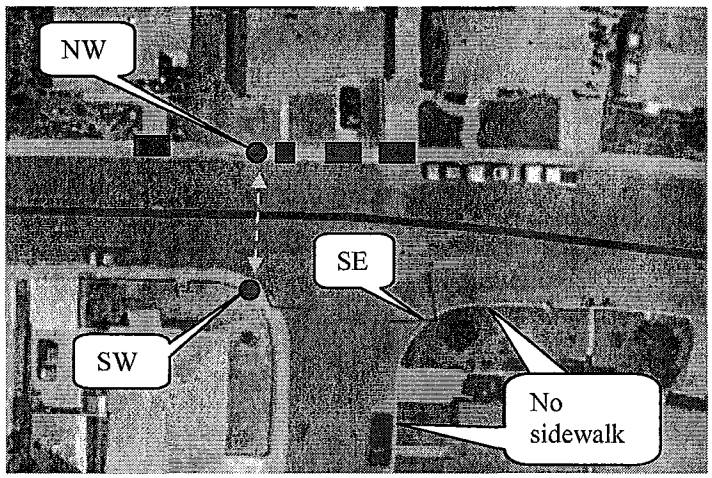


Photo 18a – Location Map

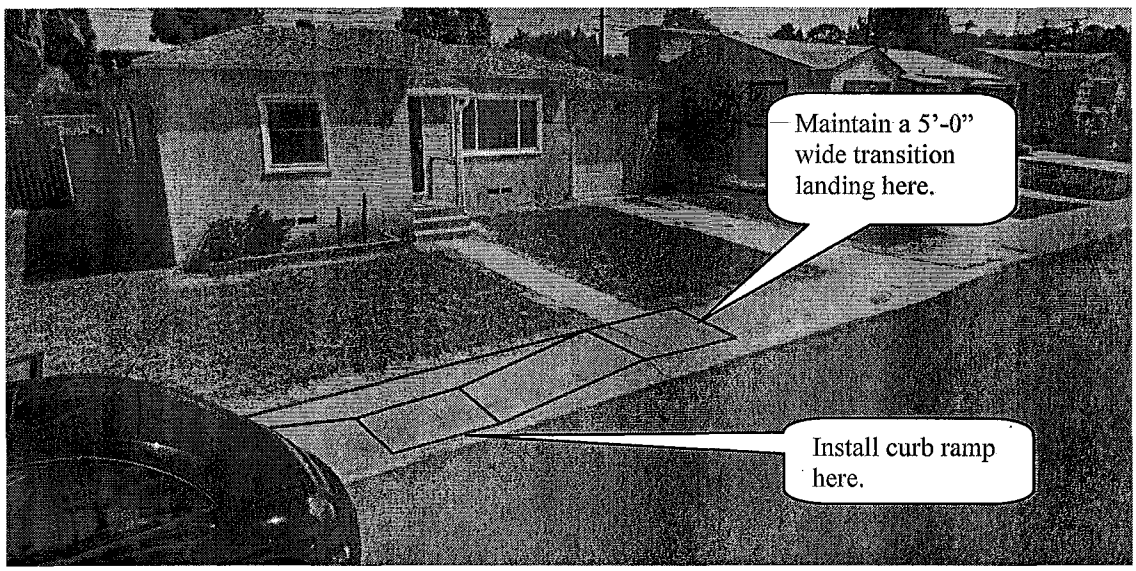


Photo 18b – NW corner

c. SE – A sidewalk is missing at the corner. Verify conditions on site. If accurate, a curb ramp is not required to be installed at this corner at this time.

19. Pirotte Drive and Susan Place:

a. SW and SE – There are existing curb ramps with DWT at the corners. Verify conditions on site. If accurate, the project is not required to replace these curb ramps.

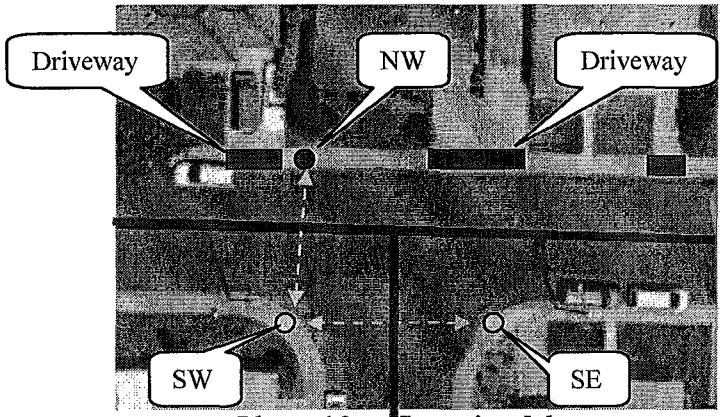


Photo 19a – Location Map

a. NW – A curb ramp is missing at the T-side. Verify ROW limits and install a Type C1 curb ramp at the area shown in photo 19a. Refer to photo 19b for additional information on the location.

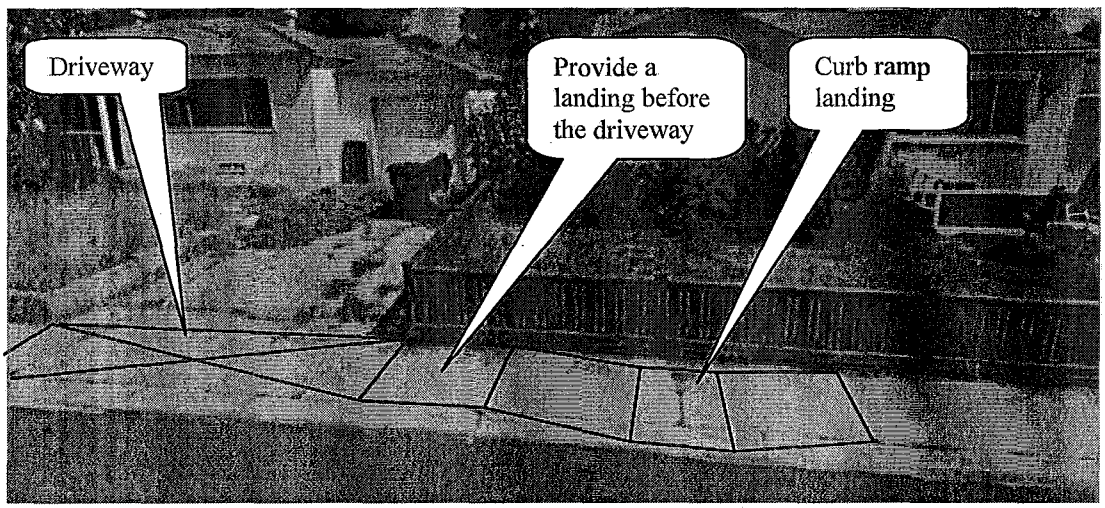


Photo 19b – NW corner

20. Pirotte Drive and Altadena Avenue:

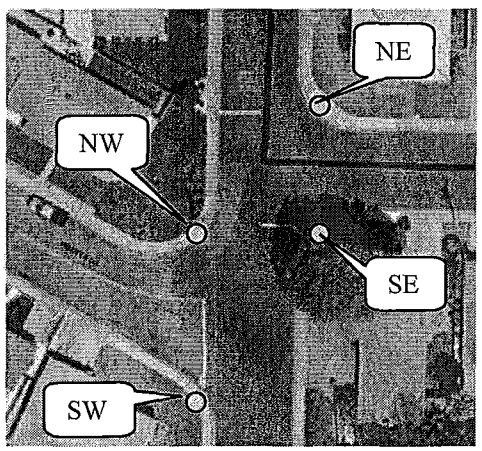


Photo 20a – Location Map

a. There are existing curb ramps with DWT at all four corners. Verify conditions on site. If accurate, the project is not required to replace these curb ramps.

21. Altadena Avenue and Kalmia Street:

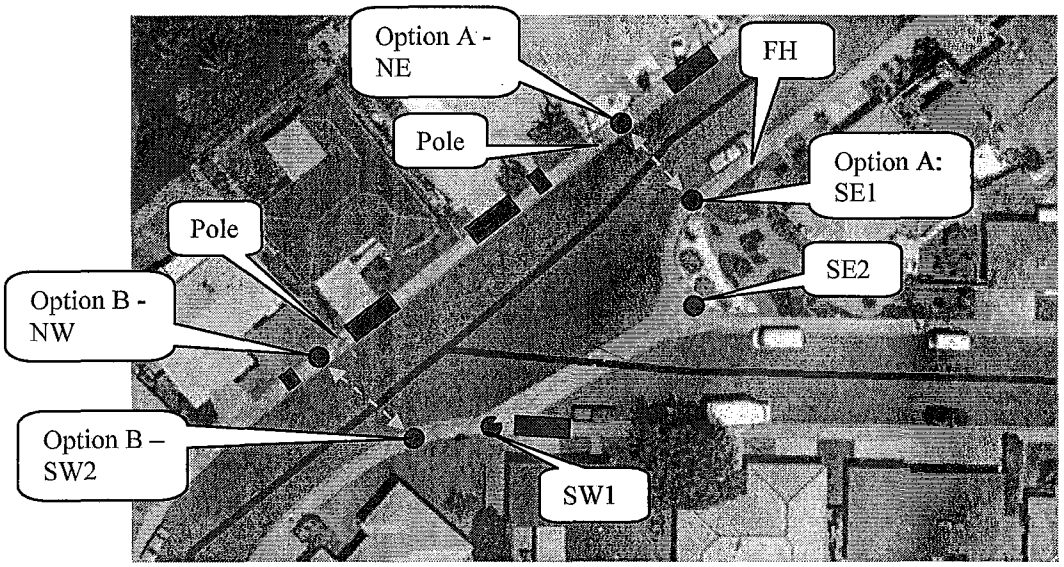


Photo 21a – Location Map

Curb ramps are missing at the T side of the intersection. There are a number of constraints at the T-side of the intersection (i.e. utility poles, narrow sidewalk, sight line issues) therefore; provide a comprehensive site evaluation of traffic and pedestrian pattern to come up with the best design for the pedestrian access route for the intersection. The following options are recommended:

Option A:

a. SW1 and SE2 – Verify ROW limits and install Type C2 curb ramps at the corners. If the ROW is less than 8'-0", a Type C1 may be used. See photo 21a.

b. NE – Verify ROW limits and install a Type C1 at the corner. Note the utility pole at the area. Check with the Undergrounding Section of the ROWD to see if this pole is scheduled to be removed. The curb ramp for this corner may have already been scheduled for installation by the section. If not removed, contact the section and request this pole to be included into the undergrounding program. See photo 21b.

c. SE1 – Verify ROW limits and install a Type C2 curb ramp at the corner. If the ROW is less than 8'-0", a Type C1 may be used.

Option B (Due to the street configuration, consult with Traffic Engineering and Operations if there are sight line issues for drivers on pedestrian crossing at these corners):

d. NW – Verify ROW limits and install a Type C1 at the corner. Note the utility pole at the area. Check with the Undergrounding Section of the ROWD to see if this pole is

scheduled to be removed. The curb ramp for this corner may have already been scheduled for installation by the section. If not removed, contact the section and request this pole to be included into the undergrounding program. Maintain the same transition landing at the sidewalk panel being used as the main access to the residence (similar to photo 21b).

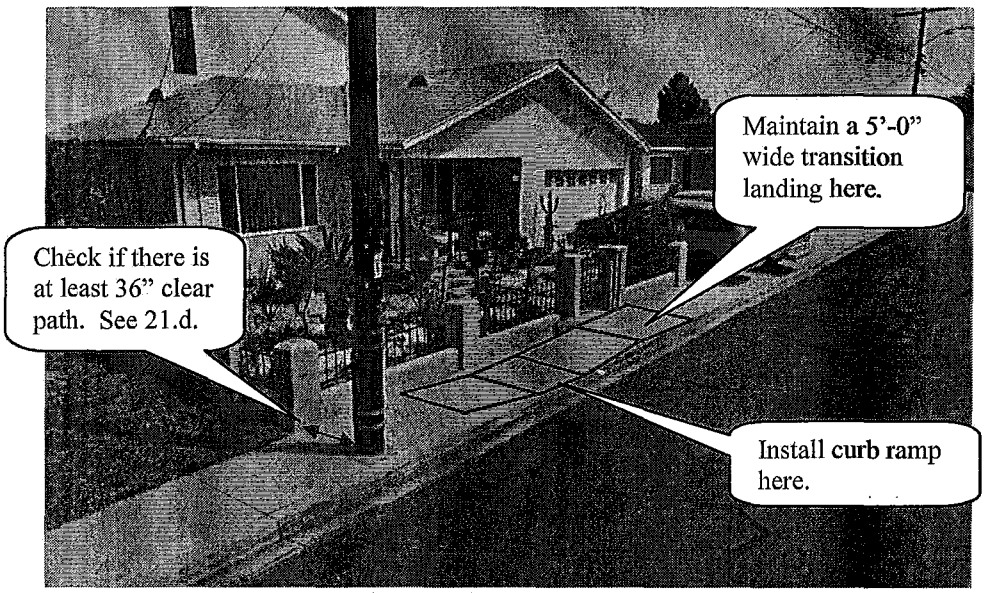


Photo 21b – NW corner

e. SW2 – Verify ROW limits and install a Type C2 curb ramp at the corner. If the ROW is less than 8'-0", a Type C1 may be used.

22. Lyle Drive and Susan Place:

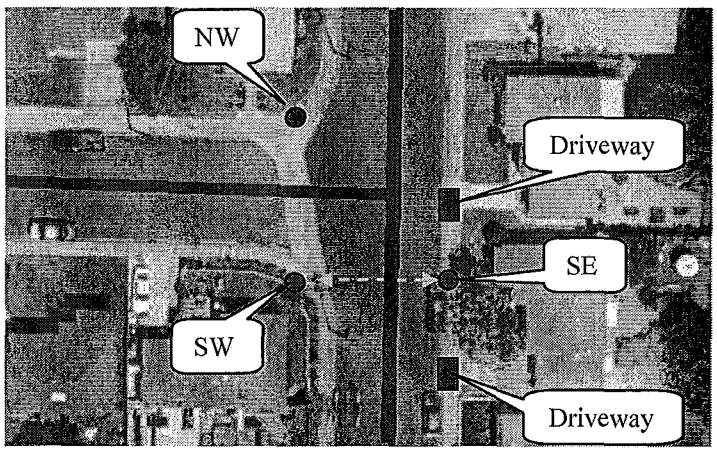


Photo 22a – Location Map

a. NW – Verify ROW limits and install a Type C2 at the corner.

b. SW and SE – Verify ROW limits and install a Type C2 at the corner.

23. Euclid Avenue and Megan Way/Tiselle Way:

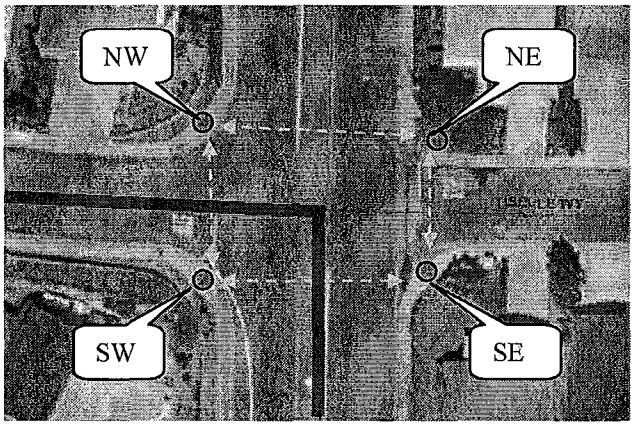


Photo 23a – Location Map

a. NW, NE, SW and SE – Verify ROW limits and replace the existing curb ramps with a Type A curb ramp. Adjust the limit lines at the SW and NE corners. Specify 12" wide white Thermoplastic finish.

24. Megan Court and Megan Way:

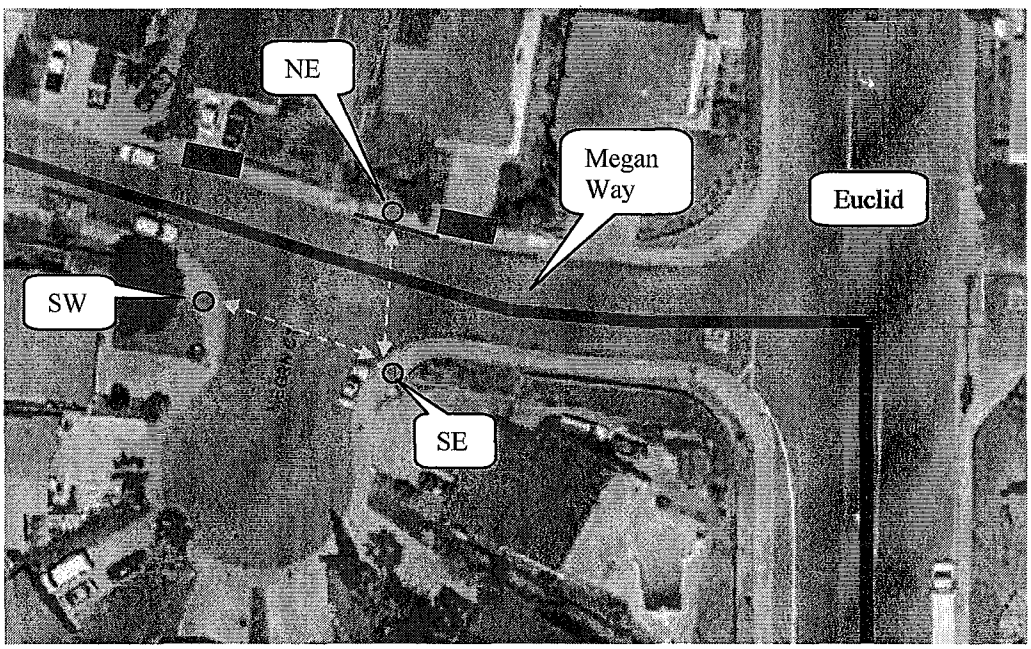


Photo 24a – Location Map

a. SW and SE – Verify ROW limits and replace the existing curb ramps with a Type A curb ramp.

b. NE – Verify ROW limits and replace the curb ramp with a Type B. Provide red curb on both sides of the curb ramp to prevent sight line issues and cars from blocking the curb ramp.

25. Euclid Avenue and Dalehaven Place:

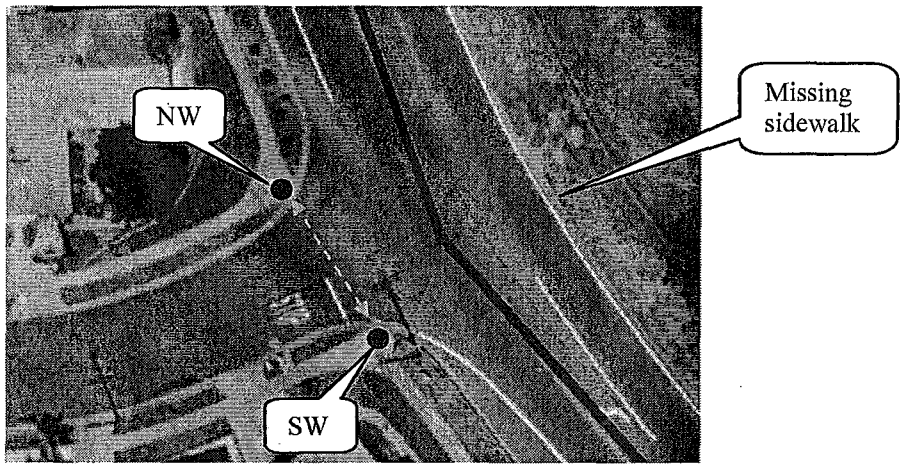


Photo 25a – Location Map

a. NW – Verify ROW limits and install a Type A curb ramp at the corner.

b. SW – Verify ROW limits and install a Type A curb ramp at the corner. Provide a 6"-high concrete curb behind the entire PCR to serve as an edge protection against the elevation drop at the corner property. Adjust the limit line as required. Provide these as notes on the plans.

c. A curb ramp is missing along the T-side of the intersection. A sidewalk is missing as well. Verify conditions on site. If accurate, the project is not required to install a curb ramp at the T-side.

26. Fir Street and 50th Street:

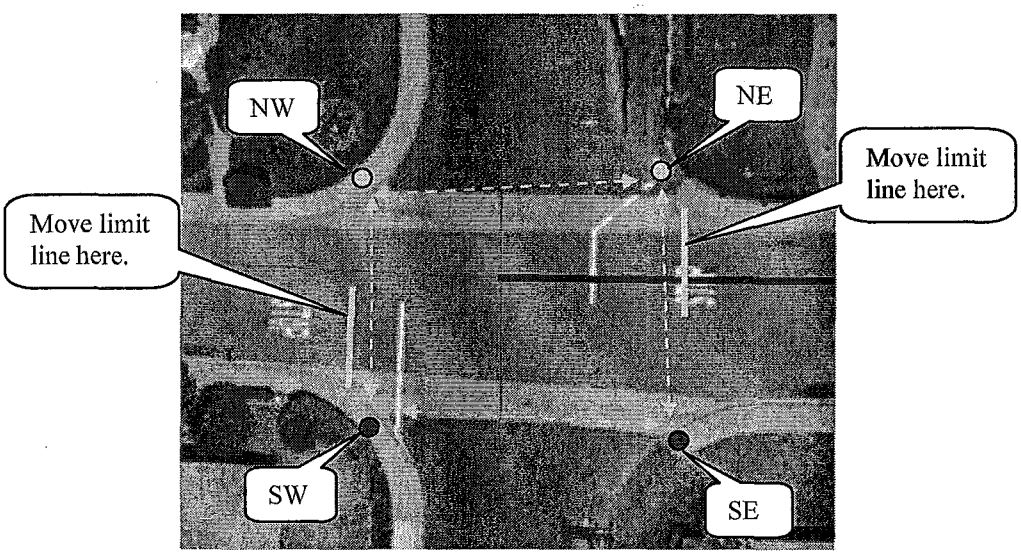


Photo 26a – Location Map

a. Limit lines – Move the limit lines before the crossing areas and curb ramps. Use 12"

wide Thermoplastic finish.

b. NW – There is an existing curb ramp with DWT at the corner. Verify conditions on site. If accurate, the project is not required to replace the curb ramp.

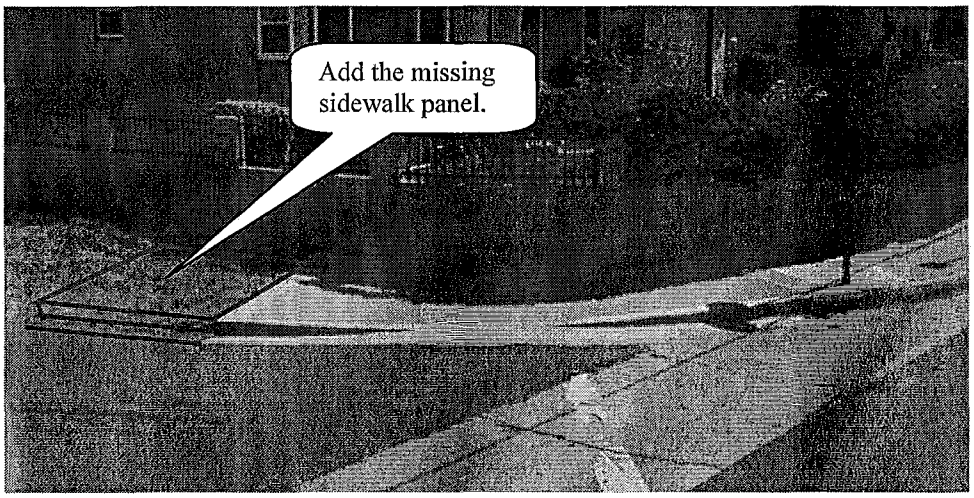


Photo 26b – NE corner

c. NE – There is an existing Type C1 curb ramp with DWT at the corner but missing a landing at the north side of the ramp. See photo 26b. Add the missing sidewalk (48" long x sidewalk width) panel, curb and gutter at the corner.

d. SE – Verify ROW limits and install a Type A curb ramp at the corner. Extend the sidewalk towards the south side of 50th Street to provide a transition landing before the curb ramp.

e. SW – Verify ROW limits and install a Type C1 curb ramp at the corner.

27. Fir Street and Euclid Avenue:

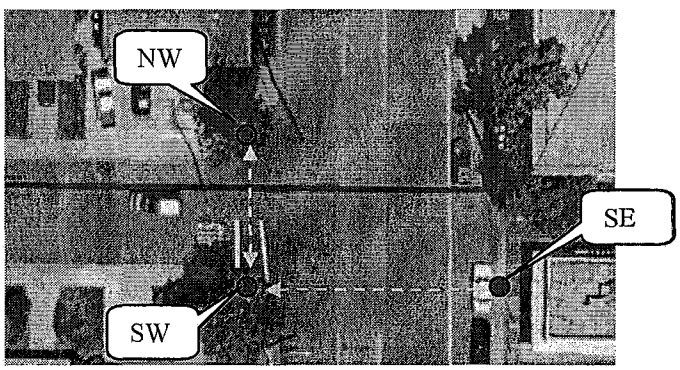


Photo 27a – Location Map

a. NW and SW – Verify ROW limits and install a Type A curb ramp at the corner. If the ROW is less than 10'-0" but not less than 8'-0", a Type C2 may be used. Specify stainless steel DWT. Move the limit line before at the curb ramp at the SW corner.

Specify 12" wide white Thermoplastic finish.

b. SE – Check with Traffic Engineering and Operations staff (Gary Pence) to see if pedestrian crossing is allowed across Euclid Avenue from the SW to the SE corners. If allowed, verify ROW limits and install a Type B curb ramp directly across the SW corner. See photo 27a. Specify stainless steel DWT. Provide a red curb at both sides of the curb ramp to prevent sight line issues and parking at the curb ramp area.

28. 54th Street and Westover Place: Due to existing conditions and significant pedestrian signal/access modifications, the improvements required for intersection may be separated into a standalone project and have Traffic Engineering Design (ROWD) or a design consultant perform the design work needed to accomplish the required improvements. See photo 28a.

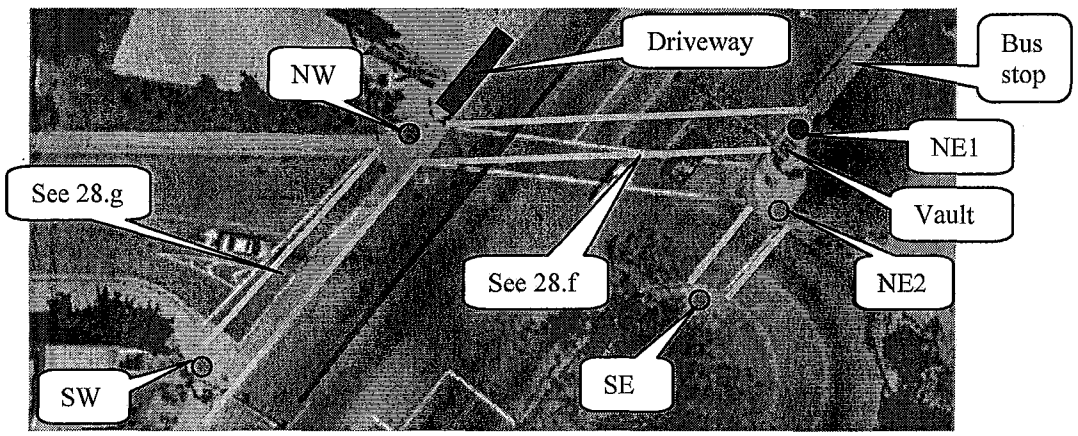


Photo 28a – Location Map

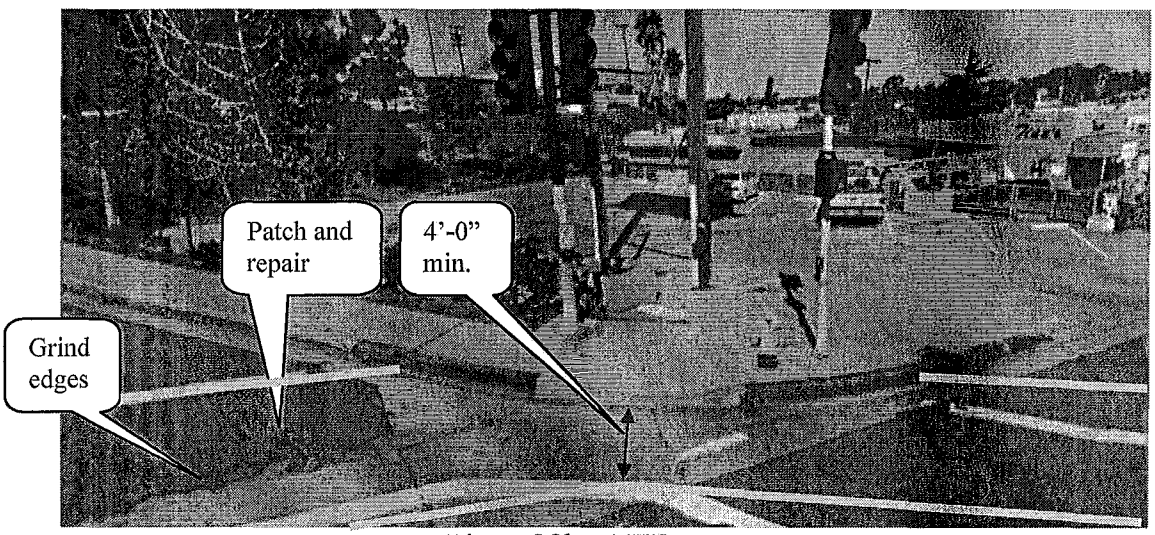


Photo 28b – NW corner

a. NW – See photo 28b. Verify ROW limits and replace the existing curb ramp with a modified design that would accommodate the existing corner conditions and change in grade elevation behind the sidewalk. If necessary, relocate the fire hydrant outside the pedestrian access route area to provide more room for the curb ramp installation.

Ensure the existing two PPBs are at the locations specified under the MUTCD standards (see standards in Section III below). Specify stainless steel DWT and provide a detail of the curb ramp on the plans.

b. SW – See photo 28c. Verify ROW limits and replace the existing curb ramp with a Type C2. Relocate the PBB at a stub pole and install the stub pole by the mid landing area of the curb ramp per the MUTCD standards. Provide sufficient pedestrian access behind the signal pole (36" min. clear) or adjust the location of the pedestrian barricade so that the curb ramp can be accessed from the sidewalk along 54th Street. Patch and repair the damaged areas along the crossing areas. Grind any overbuilt asphalt along the cross gutter. Specify stainless steel DWT and provide a detail of the curb ramp on the plans.

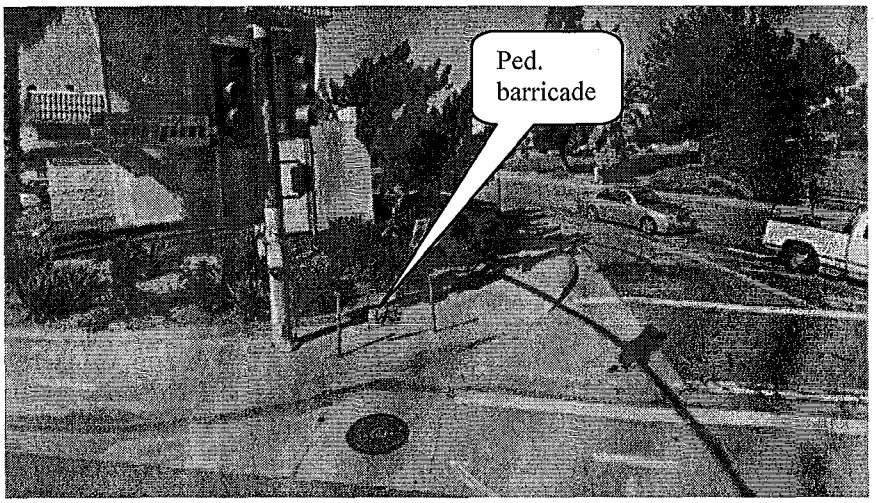


Photo 28c – SW corner

c. NE1 – See photo 28d. Verify ROW limits and install the missing curb ramp at the corner. See if a Type C2 can be installed at the area shown in photos 29a and 29d. Relocate the PBB at a stub pole and install the stub pole by the landing area of the curb ramp per the MUTCD standards. Specify stainless steel DWT and provide a detail of the entire corner on the plans.

d. NE2 – See photo 28d. Verify ROW limits and replace the existing curb ramp with a Type B. Extend the sidewalk panel on the side of the curb ramp. Specify stainless steel DWT and provide a detail of the entire corner on the plans.

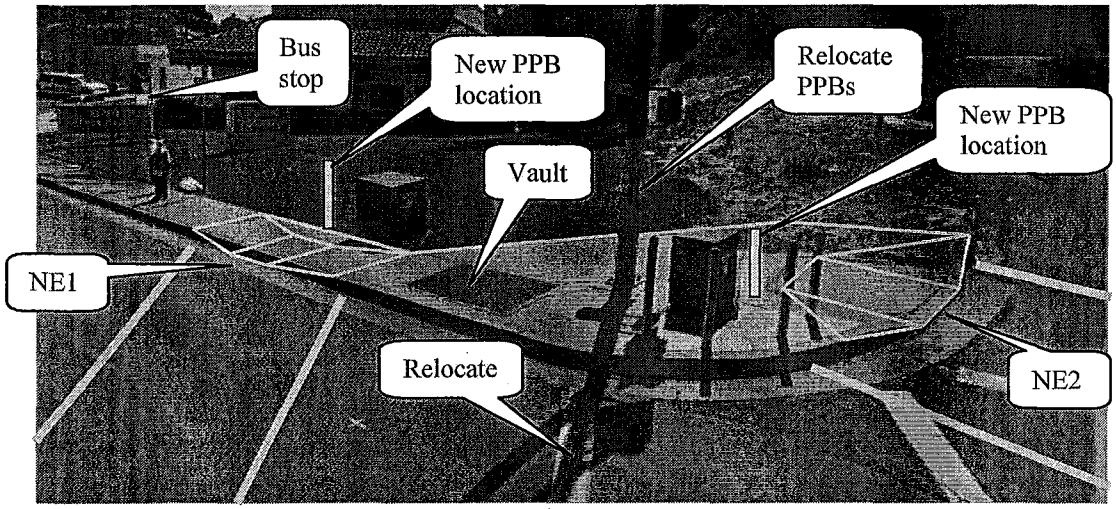


Photo 28d – NE corner

e. SE – See photo 28e. Verify ROW limits and replace the existing curb ramp with a Type B. Design the curb ramp so that the direction of travel is parallel to the crosswalk. Extend the sidewalk panel on the side of the curb ramp. Specify stainless steel DWT and provide a detail of the entire corner on the plans. Install a pedestrian barricade at corner per SDE-103.

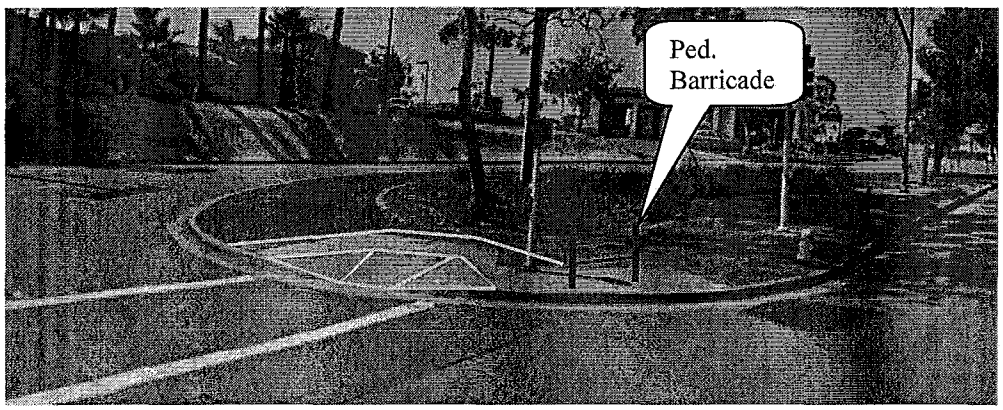


Photo 28e – SE corner

f. Crosswalks – Prior to design, check with Gary Pence from Traffic Engineering and Operations if the crosswalk reconfiguration for the NW and NE1 corners is acceptable. Restripe the crosswalks as shown in photo 28a with a 12" wide white Thermoplastic finish. Ensure the width is not less than 10'-0". Provide a striping plan.

g. Crosswalk for the NW and SW corners – Provide the marked crosswalk at the level area of the intersection. If the project is to resurface the intersection, provide a crosswalk where the cross slope does not exceed 2.0%.

29. Balsa Street and Laurel Street:

a. NW, SW and SE – Verify ROW limits and replace the existing curb ramps with a Type A. See photo 29a.

Advisory R209 Accessible Pedestrian Signals and Pedestrian Pushbuttons. An accessible pedestrian signal and pedestrian pushbutton is an integrated device that communicates information about the WALK and DON'T WALK intervals at signalized intersections in non-visual formats (i.e., audible tones and vibrotactile surfaces) to pedestrians who are blind or have low vision.

R209.2 Alterations. Existing pedestrian signals shall comply with R209.1 when the signal controller and software are altered, or the signal head is replaced.

MUTCD Standards:

Guidance:

04 *If pedestrian pushbuttons are used, they should be capable of easy activation and conveniently located near each end of the crosswalks. Except as provided in Paragraphs 5 and 6, pedestrian pushbuttons should be located to meet all of the following criteria (see Figure 4E-3):*

A. Unobstructed and adjacent to a level all-weather surface to provide access from a wheelchair;
B. Where there is an all-weather surface, a wheelchair accessible route from the pushbutton to the ramp;
C. Between the edge of the crosswalk line (extended) farthest from the center of the intersection and the side of a curb ramp (if present), but not greater than 5 feet from said crosswalk line;
D. Between 1.5 and 6 feet from the edge of the curb, shoulder, or pavement;
E. With the face of the pushbutton parallel to the crosswalk to be used; and
F. At a mounting height of approximately 3.5 feet, but no more than 4 feet, above the sidewalk.
G. 05 *Where there are physical constraints that make it impractical to place the pedestrian pushbutton adjacent to a level all-weather surface, the surface should be as level as feasible.*
H. 06 *Where there are physical constraints that make it impractical to place the pedestrian pushbutton between 1.5 and 6 feet from the edge of the curb, shoulder, or pavement, it should not be farther than 10 feet from the edge of curb, shoulder, or pavement.*
I. 07 *Except as provided in Paragraph 8, where two pedestrian pushbuttons are provided on the same corner of a signalized location, the pushbuttons should be separated by a distance of at least 10 feet.*
J. Option:
   08 Where there are physical constraints on a particular corner that make it impractical to provide the 10-foot separation between the two pedestrian pushbuttons, the pushbuttons may be placed closer together or on the same pole.

Pushbutton Location Area

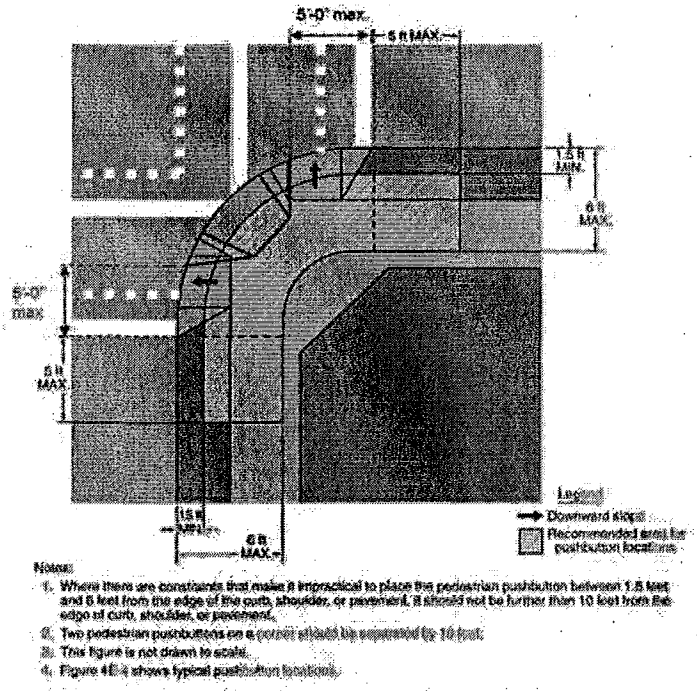


FIGURE 4E-3. PUSHBUTTON LOCATION AREA

This figure contains an example of pushbutton location area.
A legend at the bottom of the page shows a horizontal black arrow labeled "Downward Slope" and a diagonally striped shaded area labeled "Recommended Area for Pushbutton Locations."

The following notes are included:

1. Where there are constraints that make it impractical to place the pedestrian pushbutton between 1.5 feet and 6 feet from the edge of the curb, shoulder, or pavement, it should not be further than 10 feet from the edge of curb, shoulder, or pavement.
2. Two pedestrian pushbuttons on a corner should be separated by 10 feet.
3. This figure is not drawn to scale.
4. Figure 4E-4 shows typical pushbutton locations.

The figure shows a plan view of one corner of a 90-degree intersection of two streets, each with a sidewalk that is separated from the street by a green strip. Two sets of parallel white lines denoting crosswalks are shown, one horizontal to the left of the corner, and one vertical above the corner. On the corner radius, two curb-cut ramps are shown, one aligned with the east-west crosswalk and one aligned with the north-south crosswalk. A left-pointing black arrow is shown in the center of the horizontal ramp, and an upward-pointing black arrow is shown in the center of the vertical ramp, both denoting the downward slope.
The recommended area marked for pushbutton locations over the sidewalk is shown as a dimensioned distance of 1.5 ft MIN. to 6 ft MAX from the edge of the curb and onto the sidewalk and 5 ft MAX. from the outside edge of each crosswalk.

Support:
09 Figure 4E-4 shows typical pedestrian pushbutton locations for a variety of situations.

Typical Pushbutton Locations

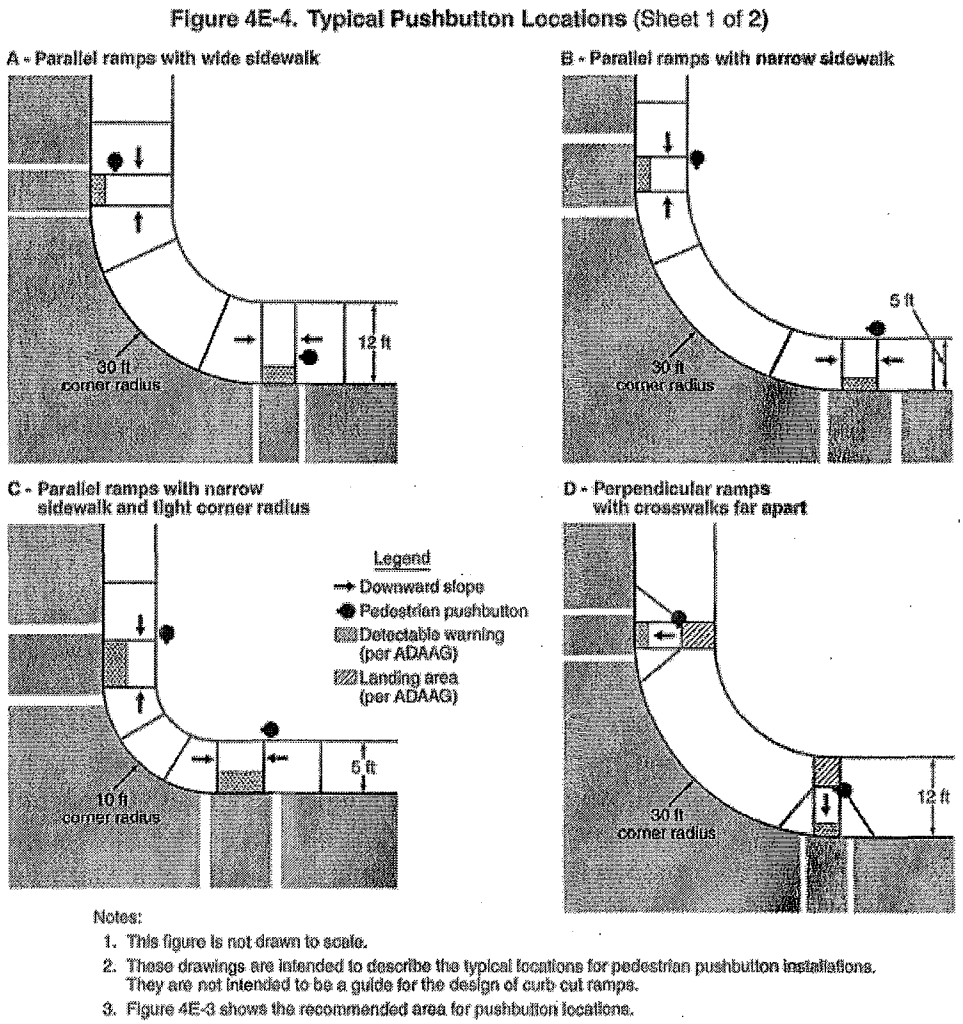


Figure 4E-4. Typical Pushbutton Locations (Sheet 1 of 2)
This figure contains eight examples of typical pushbutton locations on two sheets.

Sheet 1 shows four examples.
A legend shows a horizontal black arrow labeled "Downward Slope," a black disk with a short stem labeled "Pedestrian Pushbutton," a crosshatch area labeled "Detectable Warning (per ADAAG)," and a diagonally striped area labeled "Landing Area (per ADAAG)."
The following notes are included:

1. This figure is not drawn to scale.
2. These drawings are intended to describe the typical locations for pedestrian pushbutton installations. They are not intended to be a guide for the design of curb cut ramps.
3. Figure 4E-3 shows the recommended area for pushbutton locations.

Each example shows a plan view of one corner of a 90-degree intersection of two streets, each with a sidewalk. Midway on each section of street, two sets of parallel white lines denoting crosswalks are shown, one horizontal to the left of the corner, and one vertical below the corner. On the corner radius, two curb-cut ramps are shown, one aligned with the east-west crosswalk and one aligned with the north-south crosswalk.

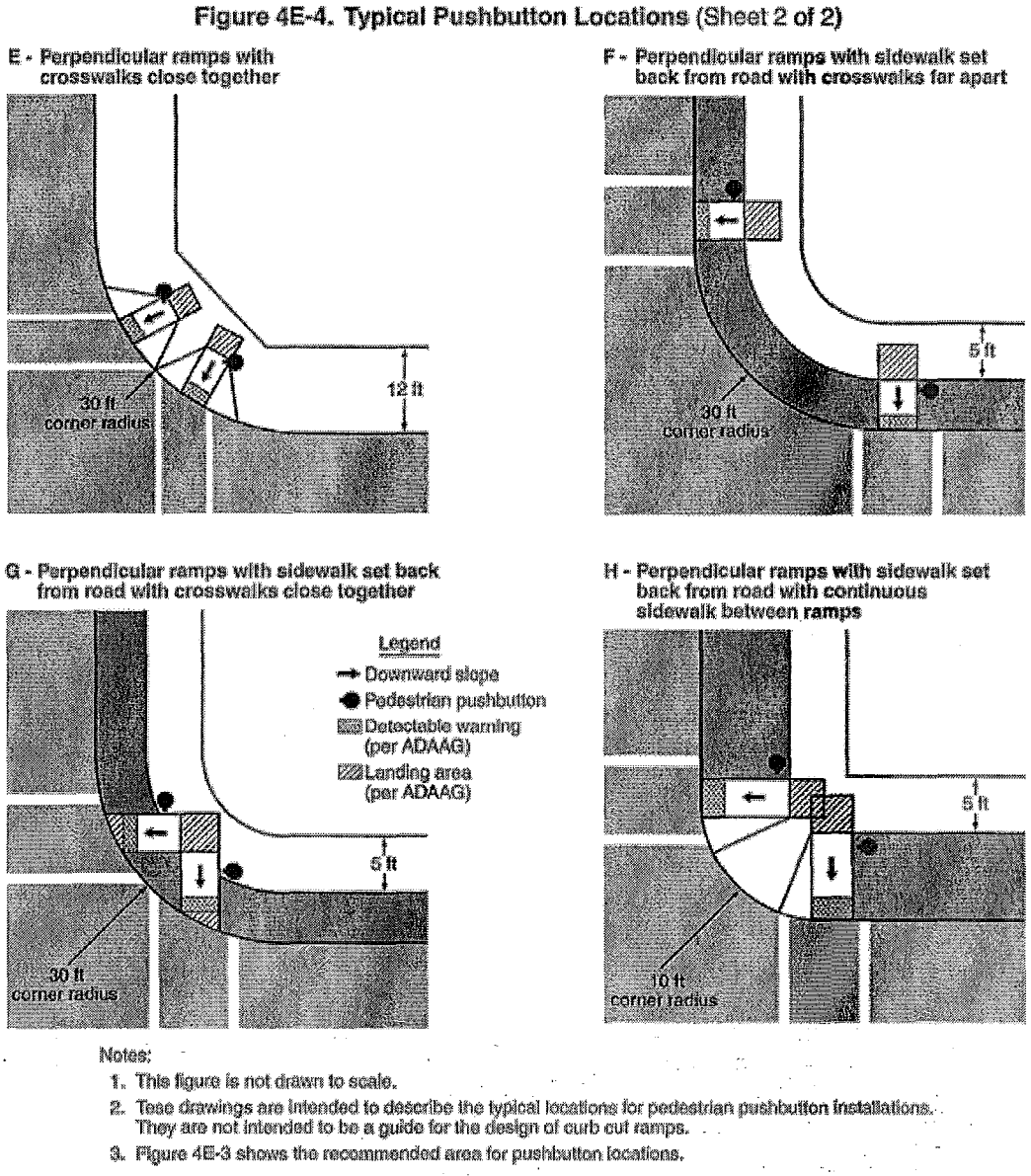
The first example is labeled **"A – Parallel Ramps with Wide Sidewalk."** It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 12 ft wide. Each sidewalk ramp leading to a crosswalk is shown with a horizontal black arrow on either side of it pointing to the center of the ramp, denoting a downward slope. The pedestrian pushbutton symbol is shown to the outside of each ramp and close to the street. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

The second example is labeled **"B – Parallel Ramps with Narrow Sidewalk."** It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 5 ft wide. Each sidewalk ramp leading to a crosswalk is shown with a horizontal black arrow on either side of it pointing to the center of the ramp, denoting a downward slope. The pedestrian pushbutton symbol is shown at the end of each ramp away from the street. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

The third example is labeled **"C – Parallel Ramps with Narrow Sidewalk and Tight Corner Radius."** It is shown with the corner denoted as a 10 ft corner radius and sidewalks as a dimension of 5 ft wide. Each sidewalk ramp leading to a crosswalk is shown with a horizontal black arrow on either side of it pointing to the center of the ramp, denoting a downward slope. The pedestrian pushbutton symbol is shown at the end of each ramp away from the street. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

The fourth example is labeled "D – Perpendicular Ramps with Crosswalks Far Apart." It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 12 ft wide. The crosswalks are shown slightly farther away from the corner. Each sidewalk ramp leading to a crosswalk is shown with a vertical black arrow centered on each ramp and pointing toward the street, denoting a downward slope. The half of each ramp farthest from the street is shown marked with diagonal stripes, denoting a landing. The pedestrian pushbutton symbol is shown on the outside of each ramp at the point where the landing ends and the downward slope begins. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

Edition Part 4 Figure 4E-4. Typical Pushbutton Locations (Sheet 2 of 2)



This figure contains eight examples of typical pushbutton locations on two sheets.

Sheet 2 shows four examples.
A legend shows a horizontal black arrow labeled "Downward Slope," a black disk with a short stem labeled "Pedestrian Pushbutton," a crosshatch area labeled "Detectable Warning (per ADAAG)," and a diagonally striped area labeled "Landing Area (per ADAAG)."

The following notes are included:
1. This figure is not drawn to scale.
2. These drawings are intended to describe the typical locations for pedestrian pushbutton installations. They are not intended to be a guide for the design of curb cut ramps.
3. Figure 4E-3 shows the recommended area for pushbutton locations.

Each example shows a plan view of one corner of a 90-degree intersection of two streets, each with a sidewalk. On each section of street, two sets of parallel white lines denoting crosswalks are shown, one horizontal to the left of the corner, and one vertical below the corner. On the corner radius, two curb-cut ramps are shown, one aligned with the east-west crosswalk and one aligned with the north-south crosswalk.

The first example is labeled **"E – Perpendicular Ramps with Crosswalks Close Together."** It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 12 ft wide. The crosswalks are shown close to the corner. Each sidewalk ramp leading to a crosswalk is shown with a vertical black arrow centered on each ramp and pointing toward the street, denoting a downward slope. The pedestrian pushbutton symbol is shown to the outside of each ramp and close to the street. The half of each ramp farthest from the street is shown marked with diagonal stripes, denoting a landing. The pedestrian pushbutton symbol is shown on the outside of each ramp at the point where the landing ends and the downward slope begins. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

The second example is labeled **"F – Perpendicular Ramps with Sidewalk Set Back from Road with Crosswalks Far Apart."** It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 5 ft wide. The crosswalks are shown slightly farther away from the corner. A green strip is shown between the sidewalk and street. Each sidewalk ramp leading to a crosswalk is shown with a vertical black arrow centered on each ramp and pointing toward the street, denoting a downward slope on the green strip. The half of each ramp farthest from the street is shown marked with diagonal stripes, denoting a landing. The pedestrian pushbutton symbol is shown on the outside of each ramp at the point where the landing ends and the downward slope begins. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

The third example is labeled **"G – Perpendicular Ramps with Sidewalk Set Back from Road with Crosswalks Close Together."** It is shown with the corner denoted as a 30 ft corner radius and sidewalks as a dimension of 5 ft wide. The crosswalks are shown very close to the corner. A green strip is shown between the sidewalk and street. Each sidewalk ramp leading to a crosswalk is shown with a vertical black arrow centered on each ramp and pointing toward the street, denoting a downward slope on the green strip. The half of each ramp farthest from the street is shown marked with diagonal stripes, denoting a landing. The ramps are shown at right angles to each other with the landing areas overlapping. The pedestrian pushbutton symbol is shown on the outside of each ramp at the point where the landing ends and the downward slope begins. Near the street, a narrow strip of the ramp is marked with crosshatching, denoting an area of detectable warning, and a strip next to the street is shown marked with diagonal stripes, denoting a landing.

The fourth example is labeled **"H – Perpendicular Ramps with Sidewalk Set Back from Road with Continuous Sidewalk between Ramps."** It is shown with the corner denoted as a 10 ft corner radius and sidewalks as a dimension of 5 ft wide. The

crosswalks are shown close to the corner. A green strip is shown between the sidewalk and street, but sidewalk is shown between the ramps on the green strip. Each sidewalk ramp leading to a crosswalk is shown with a vertical black arrow centered on each ramp and pointing toward the street, denoting a downward slope on the green strip. The half of each ramp farthest from the street is shown marked with diagonal stripes, denoting a landing. The ramps are shown at right angles to each other with a portion of each landing area overlapping the other. The pedestrian pushbutton symbol is shown on the outside of each ramp at the point where the landing ends and the downward slope begins. A narrow strip of the ramp at the street edge is marked with crosshatching, denoting an area of detectable warning.

Public ROW Accessibility Guidelines - Reach Range Requirements

R406 Reach Ranges

- R406.1 General. Reach ranges shall comply with R406.
- R406.2 Unobstructed Forward Reach. Where a forward reach is unobstructed, the high forward reach shall be 1220 mm (4.0 ft) maximum and the low forward reach shall be 380 mm (1.25 ft) minimum above the finish surface. Forward reach over an obstruction is not permitted.
- R406.3 Unobstructed Side Reach. Where a clear space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 1220 mm (4.0 ft) maximum and the low side reach shall be 380 mm (1.25 ft) minimum above the finish surface. An obstruction shall be permitted between the clear space and the element where the depth of the obstruction is 255 mm (10 in) maximum.

ATTACHMENT F

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ATTACHMENT G

CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **PK Mechanical Systems**, herein called "Contractor" for construction of **Sewer and AC Water Group 776**; **Bid No. K-17-1460-DBB-3**; in the amount of **Seven Million Seven Hundred Thousand Dollars and Zero Cents ($7,700,000.00)**, which is comprised of the Base Bid plus Alternates A&B.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

1. The following are incorporated into this contract as though fully set forth herein:
   (a) The attached Faithful Performance and Payment Bonds.
   (b) The attached Proposal included in the Bid documents by the Contractor.
   (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
   (d) Phased Funding Schedule Agreement.
   (e) That certain documents entitled **Sewer and AC Water Group 776**, on file in the office of the Public Works Department as Document No. **B-13197, B-00387**, 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 **Sewer and AC Water Group 776**, Bid number **K-17-1460-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

By _____

Print Name: Albert P. Rechany

Deputy Director
Public Works Department

Date: 2/2/17

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By _____

Print Name: Pedro DeLara, Jr.

Deputy City Attorney

Date: 2/3/17

CONTRACTOR

PK Mechanical Systems, Inc.

By _____

Print Name: David Spindler

Title: CEO

Date: 12/7/16

City of San Diego License No.: B2013064035

State Contractor's License No.: 810564

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000013416

CERTIFICATIONS AND FORMS

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

Bidder's General Information

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

This company has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than $50,000 in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

AFFIDAVIT OF DISPOSAL

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

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

_____

(Name of Project or Task)

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

_____

_____

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

_____

_____

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

Dated this _____ DAY OF _____, _____.

_____ Contractor

by

ATTEST:

State of _____ County of _____

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

Notary Public in and for said County and State

none to be used by PK
on this project

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

***** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES *****
TO BE SUBMITTED WITH OTHER REQUIRED FORMS
(Use Additional Sheets As Needed)

ALTERNATE A

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

***** FOR USE WHEN LISTING SUBCONTRACTORS ON ALTERNATES *****
TO BE SUBMITTED WITH OTHER REQUIRED FORMS
(Use Additional Sheets As Needed)

ALTERNATE B

SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	CONSTRUCTOR OR DESIGNER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED	CHECK IF JOINT VENTURE PARTNERSHIP
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							
Name:_____ Address:_____ City:_____ State:_____ Zip:_____ Phone:_____ Email:_____							

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

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

② As appropriate, Bidder shall indicate if Subcontractor is certified by:

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

A. **BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**

B. **CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS**

C. **EQUAL BENEFITS ORDINANCE - CERTIFICATION OF COMPLIANCE**

Bids will not be accepted until ALL forms are submitted as part of the bid submittal

BID BOND

See Instructions to Bidders, Bidder Guarantee of Good Faith (Bid Security)

KNOW ALL MEN BY THESE PRESENTS,

That PK MECHANICAL SYSTEMS, INC. as Principal, and

U.S. SPECIALTY INSURANCE COMPANY as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of 10% OF THE TOTAL BID AMOUNT for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

SEWER AND AC WATER GROUP 776

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 12TH day of OCTOBER, 20 16

PK MECHANICAL SYSTEMS, INC. (SEAL)	U.S. SPECIALTY INSURANCE COMPANY (SEAL)
(Principal)	(Surety)
By: _____	By: _____
DAVID R. SPINDLER, CEO	MARK D. IATAROLA, ATTORNEY-IN-FACT
(Signature)	(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of SAN DIEGO)

On 10/12/2016 *Date* before me, JISSELLE MARIE SANCHEZ, NOTARY PUBLIC *Here Insert Name and Title of the Officer*,

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

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

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

WITNESS my hand and official seal.

JISSELLE MARIE SANCHEZ
COMM # 2129586
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
OCT 09, 2019

Signature _____ *Signature of Notary Public*

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK D. IATAROLA	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

John G. Maloney, Mark D. Iatarola or Helen Maloney of Escondido, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Fifteen Million***** **Dollars ($** **15,000,000.00** **).**

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature _____ (Seal)

MARIA G. RODRIGUEZ-WONG
Commission # 2049771
Notary Public - California
Los Angeles County
My Comm. Expires Dec 20, 2017

I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12TH day of OCTOBER, 2016.

Corporate Seals

Bond No. ------
Agency No. 4013

_____
Michael Chalekson, Assistant Secretary

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

☒ The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

☐ The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

Date of Claim	Location	Description of Claim	Litigation (Y/N)	Status	Resolution/Remedial Action Taken

Contractor Name: PK Mechanical Systems, Inc.

Certified By David Spindler Title CEO

Name

Signature Date 11/8/16

USE ADDITIONAL FORMS AS NECESSARY

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

COMPANY INFORMATION	
Company Name: PK Mechanical Systems, Inc.	Contact Name: David Spindler
Company Address: 21335 Bundy Canyon	Contact Phone: 951-453-8946
Wildomar CA 92595	Contact Email: dspin@pkmech.net

CONTRACT INFORMATION	
Contract Title: Water /Sewer 776	Start Date: Nov 2016
Contract Number (if no number, state location): San Diego, CA	End Date: Jan 2018

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.*

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.

David Spindler CEO		11/8/16
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date: EBO Analyst: ☐ Approved ☐ Not Approved – Reason:

(Rev 02/15/2011

Bid Results for Project Sewer and AC Water Group 776 (K-17-1460-DBB-3)
Issued on 09/27/2016
Bid Due on November 8, 2016 2:00 PM (Pacific)
Exported on 11/09/2016

VendorID	Company Name	Address	City	ZipCode	Country	Contact	Phone	Fax	Email	Vendor Type
302410	PK Mechanical Systems	21335 Bundy Canyon Road	Wildomar	92595	United States	David Spindler	951-245-5537	951-226-1171	dspin@pkmech.net	PQUAL,CADIR

Respondee	Respondee Title	Respondee Phone	Respondee Email
David Spindler	CEO	951-453-8946	dspin@pkmech.net

Bid Format	Submitted Date	Delivery Method	Responsive	Status	Confirmation #	Ranking
Electronic	November 8, 2016 1:20:23 PM (Pacific)			Submitted	92211	0

Attachments		
File Title	File Name	File Type
PK 776 cert of pending actions	PK 776 cert of pending actions.pdf	General Attachments
PK 776 equal benefits ordinance	PK 776 equal benefits ordinance.pdf	General Attachments
PK 776 subcontractors additive - detuctive alternate	PK 776 Subcontractors Additive_Deductive Alternate.pdf	General Attachments
Pk 776 bid bond	PK 776 bid bond.pdf	Bid Bond

Line Items

Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference
1	Main Bid	524126	Bonds (Payment and Performance)	LS	1	$85,000.00	$85,000.00	2-4.1
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	AL	1	$20,000.00	$20,000.00	2-11.1.6
3	Main Bid	541690	Archaeological and Native American Monitoring Program	LF	15873	$4.00	$63,492.00	6-3.2.2.1
4	Main Bid	541690	Paleontological Monitoring Program	LF	7869	$3.00	$23,607.00	6-3.2.3.1
5	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	$10,000.00	$10,000.00	6-3.2.4.1
6	Main Bid	541690	Paleontological Mitigation and Excavation	CY	400	$15.00	$6,000.00	6-3.2.5.1
7	Main Bid	541690	Suspension of Work - Resources	DAYS	5	$1,000.00	$5,000.00	6-3.2.2.1 OR 6-3.2.3.1
8	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	$10,000.00	$10,000.00	7-8.5.4
9	Main Bid	541330	WPCP Development	LS	1	$2,000.00	$2,000.00	7-8.6.4.2
10	Main Bid	237990	WPCP Implementation	LS	1	$25,000.00	$25,000.00	7-8.6.4.2
11	Main Bid	238990	Video Recording of Existing Conditions	LS	1	$5,000.00	$5,000.00	7-9.1.1
12	Main Bid	541820	Exclusive Community Liaison Services	LS	1	$10,000.00	$10,000.00	7-16.4
13	Main Bid	237110	Mobilization	LS	1	$104,704.10	$104,704.10	9-3.4.1
14	Main Bid		Field Orders (EOC Type II)	AL	1	$250,000.00	$250,000.00	9-3.5
15	Main Bid	237310	Traffic Detector Loop and Appurtenance Replacement	EA	32	$400.00	$12,800.00	302-1.12
16	Main Bid	237310	Asphalt Pavement Repair	TON	433	$130.00	$56,290.00	302-3.2
17	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III and Striping	SF	57570	$0.42	$24,179.40	302-4.12.4
18	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF	352799	$0.50	$176,399.50	302-4.12.4

Line Items								
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference
19	Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	60000	$5.00	$300,000.00	302-5.2.1
20	Main Bid	238910	Concrete Pavement (9 Inch Thick)	CY	303	$430.00	$130,290.00	302-6.8
21	Main Bid	237310	Crack Seal	LB	2000	$7.00	$14,000.00	302-14.5
22	Main Bid	237310	Contractor Date Stamps and Impressions	EA	1	$400.00	$400.00	303-5.9
23	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	LF	305	$40.00	$12,200.00	303-5.9
24	Main Bid	237310	Additional Sidewalk Removal and Replacement	SF	1500	$10.00	$15,000.00	303-5.9
25	Main Bid	237310	Cross Gutter	SF	2690	$17.00	$45,730.00	303-5.9
26	Main Bid	237310	Residential Concrete Driveway	SF	75	$22.00	$1,650.00	303-5.9
27	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	EA	4	$3,200.00	$12,800.00	303-5.10.2
28	Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	2	$3,200.00	$6,400.00	303-5.10.2
29	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	11	$3,200.00	$35,200.00	303-5.10.2
30	Main Bid	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	$3,200.00	$12,800.00	303-5.10.2
31	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	EA	10	$3,200.00	$32,000.00	303-5.10.2
32	Main Bid	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	2	$3,200.00	$6,400.00	303-5.10.2
33	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	EA	23	$3,200.00	$73,600.00	303-5.10.2
34	Main Bid	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	4	$3,200.00	$12,800.00	303-5.10.2
35	Main Bid	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	1	$3,200.00	$3,200.00	303-5.10.2
36	Main Bid	237310	Dual Curb Ramps Per SDG-134	EA	2	$6,000.00	$12,000.00	303-5.10.2
37	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	LF	1003	$5.00	$5,015.00	306-3.3.3
38	Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	EA	28	$2,000.00	$56,000.00	306-3.3.3
39	Main Bid	237110	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit	LF	3517	$5.00	$17,585.00	306-3.3.3
40	Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	3587	$5.00	$17,935.00	306-3.3.3
41	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	LF	6916	$10.00	$69,160.00	306-3.3.4.5
42	Main Bid	237110	Additional Bedding	CY	288	$15.00	$4,320.00	306-15.1
43	Main Bid	237110	Water Main (8 Inch)	LF	3082	$80.00	$246,560.00	306-15.1
44	Main Bid	237110	Water Main (8 Inch, Class 305, DR 14)	LF	3835	$85.00	$325,975.00	306-15.1
45	Main Bid	237110	Sewer Main (8 Inch)	LF	6570	$105.00	$689,850.00	306-15.1
46	Main Bid	237110	Sewer Main, (8 Inch, SDR-26)	LF	8763	$110.00	$963,930.00	306-15.1
47	Main Bid	237110	Sewer Main (10 Inch)	LF	949	$115.00	$109,135.00	306-15.1
48	Main Bid	237110	Sewer Main (10 Inch, SDR-26)	LF	747	$115.00	$85,905.00	306-15.1
49	Main Bid	237110	Sewer Main (12 Inch)	LF	247	$115.00	$28,405.00	306-15.1
50	Main Bid	237110	Sewer Main, (12 Inch, SDR-26)	LF	1742	$120.00	$209,040.00	306-15.1
51	Main Bid	237110	Trench Shoring	LS	1	$120,000.00	$120,000.00	306-15.2

Line Items								
Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference
52	Main Bid	237110	Gate Valve (8 Inch)	EA	18	$2,000.00	$36,000.00	306-15.5
53	Main Bid	237110	Gate Valve (12 Inch)	EA	5	$3,000.00	$15,000.00	306-15.5
54	Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch), 2 Port	EA	16	$7,000.00	$112,000.00	306-15.6
55	Main Bid	237110	Water Service (1 Inch)	EA	162	$2,000.00	$324,000.00	306-15.8
56	Main Bid	237110	Water Service Transfer (1 Inch)	EA	1	$1,500.00	$1,500.00	306-15.8
57	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	EA	1	$3,000.00	$3,000.00	306-15.8
58	Main Bid	237310	Temporary Resurfacing	TON	1215	$100.00	$121,500.00	306-15.9
59	Main Bid	237110	Imported Backfill For Trench	TON	5175	$15.00	$77,625.00	306-15.12
60	Main Bid	237110	Manholes (4 ft x 3 ft)	EA	95	$6,000.00	$570,000.00	306-16.6
61	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	EA	132	$1,800.00	$237,600.00	306-17.2
62	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)	EA	246	$1,800.00	$442,800.00	306-17.2
63	Main Bid	237110	Sewer Lateral Connection	EA	3	$1,000.00	$3,000.00	306-17.2
64	Main Bid	237110	Sewer Lateral with Private Replumbing (4 Inch)	EA	57	$11,000.00	$627,000.00	306-17.2
65	Main Bid	237110	Private Pump System	EA	1	$10,000.00	$10,000.00	306-17.2
66	Main Bid	237110	Private Pump Compensation	EA	1	$5,000.00	$5,000.00	306-17.2
67	Main Bid	237110	Private Pump Extended Warranty (3 Years)	EA	1	$5,000.00	$5,000.00	306-17.2
68	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	27282	$1.00	$27,282.00	306-18.7
69	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	LF	29000	$1.00	$29,000.00	306-18.7
70	Main Bid	237110	Abandon Water Services (Stiffs)	EA	5	$2,000.00	$10,000.00	306-19.3
71	Main Bid	237310	Continental Crosswalks	SF	2788	$3.50	$9,758.00	314-4.4.6
72	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	LF	655	$35.00	$22,925.00	500-1.1.9
73	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	EA	1	$5,000.00	$5,000.00	500-1.2.7
74	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	LF	50	$100.00	$5,000.00	500-1.2.7
75	Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	EA	13	$2,500.00	$32,500.00	500-1.6.6
76	Main Bid	237110	Service Lateral Rehabilitation with Cleanout Greater than 7 ft in Depth	EA	2	$2,500.00	$5,000.00	500-1.6.6
77	Main Bid	237110	Rehabilitate Existing Manhole	EA	5	$3,000.00	$15,000.00	500-2.10.2
78	Main Bid	237310	Traffic Control	LS	1	$80,000.00	$80,000.00	601-6
79	Main Bid	237310	Flashing Arrow Boards	LS	1	$5,000.00	$5,000.00	601-6
80	Main Bid	237310	Pedestrian Barricade	EA	26	$800.00	$20,800.00	701-2
81	Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	LS	1	$60,000.00	$60,000.00	900-1.2
82	Main Bid	237110	High-lining Removed by the Contractor	LF	13279	$2.00	$26,558.00	901-1.3
83	Main Bid	237110	Pavement Restoration for Final Connection	SF	3600	$15.00	$54,000.00	901-2.5
						Subtotal	**$7,563,605.00**	
84	Alternate Items A	237110	High-lining Installation by the Contractor	LF	13279	$5.00	$66,395.00	901-1.3
85	Alternate Items A	237110	Contractor Furnished Materials for the City Forces High-line Work ((Deductive) Enter unit price as negative (-))	LS	1	($60,000.00)	($60,000.00)	900-1.2

Line Items

Item Num	Section	Item Code	Description	Unit of Measure	Quantity	Unit Price	Line Total	Reference
86	Alternate Items A	237110	Furnished Materials for Contractor High-line work	LS	1	$60,000.00	$60,000.00	900-1.2
						Subtotal	**$66,395.00**	
87	Alternate Items B	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	EA	3	$10,000.00	$30,000.00	901-2.5
88	Alternate Items B	237110	Cut and Plug by Contractor	EA	10	$4,000.00	$40,000.00	901-2.5
						Subtotal	**$70,000.00**	
						Total	**$7,700,000.00**	

Subcontractors

Name	Description	License Num	Amount	Type	Address	Address 2	City	ZipCode	Country
Nu-Line Technologies, LLC	Line items 68, 69, 72 - pipeline rehab and video	997520	$67,186.00	FEM,MBE,CADIR, WBE	102 Second Street, Suite B		Encinitas	92024	United States
Zebron	Line item 77 - Manhole Rehab	855170	$7,750.00		P.O. Box 2874		Newport Beach	92659	United States
McGrath Consulting	Line item # 9 - WPCP	QSD 20194	$550.00	ELBE,SDB	PO BOX 2488		El Cajon	92021	United States
Red Tail Monitoring & Research, Inc.	Line items 3, 4, 6	consultant	$80,000.00	MALE,NAT,SLBE	P.O. Box 507 (mailing)	25 Epie Hill Road (physical)	Santa Ysabel	92070	United States
MIRAMAR GENERAL ENGINEERING	line items 20, 22-36, ELBE 14JC1320 - Concrete Work	1009541	$375,127.00	ELBE,PQUAL	8400 Miramar Rd, Suite 222A		San Diego	92126	United States
Hanson Electric Inc.	Line items 15 Ped push button SLBE 14HE1343 - Traffic Loops	1006273	$12,640.00	PQUAL	PO Box 1230		Lakeside	92040	United States
Ramona Pacific, Inc.	Line items 16 and 19 Portions of 43-50, 61, 62 SLBE # 13RP0967 - Paving	100742	$1,481,095.00	CAU,MALE,PQUAL ,CADIR	1672 Main St. Ste. E-318		Ramona	92065	United States
American Asphalt South, Inc.	line items 19, 20, 23 - slurry	784969	$176,510.00	CAU,MALE,PQUAL ,CADIR	PO Box 310036	14436 Santa Ana Ave	Fontana	92331	United States
LSI Road Marking	Portions of line item 17, 18 Items 71, 80 SLBE # 11LS0275 Striping and pedestrian barricades	775886	$31,222.00		P.O. Box 2426		El Cajon	92021	United States

Prime Self-Performance
71.02%

City of San Diego

CITY CONTACT: Rosa Riego, **Contract Specialist, Email:** RRiego@sandiego.gov
Phone No. (619) 533-3426, **Fax No.** (619) 533-3633

ADDENDUM "A"

e - Bidding **FOR**

SEWER AND AC WATER GROUP 776

BID NO.: K-17-1460-DBB-3
SAP NO. (WBS/IO/CC): B-13197, B-00387
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 4
PROJECT TYPE: JA, KB

BID DUE DATE:

2:00 PM

NOVEMBER 1, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

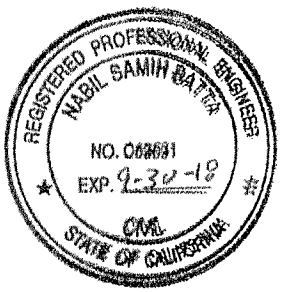
ENGINEER OF WORK

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

For City Engineer

10-19-2016
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. BIDDER'S QUESTIONS

Q1. Plan Sheet G-2, the Sheet No's and Discipline Codes referenced in the table are incorrect. Please revise accordingly.

A1. The Sheet Index table on Plan Sheet G-2 is a continuation of the Sheet Index table on Plan Sheet G-1. There is nothing to revise.

Q2. Bid Item #19 is an extremely high quantity. Bidding 100,000 SF of "Pavement Replacement Adjacent to Trench" would amount to $300k to $600k depending on bids, you could overlay half the project limits for this much money and there isn't any bid item for that. Keep in mind that if you do stick with this quantity and don't change it, per Greenbook if 75% of the entire (100,000 SF) quantity isn't used the contractor can reprice this work, which would likely be the case. Thus bidding such a high amount doesn't make sense. Please take a closer look at this item and revise the quantity to a more reasonable amount.

A2. Please refer to the revised Bid Item List in this Addendum.

Q3. Bid Item #83 and #87 should have matching additive and deductive quantities, please revise accordingly.

A3. Please refer to the revised Bid Item List in this Addendum.

C. NOTICE INVITING BIDS

1. To Section 3, Estimated Construction Cost, Page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **$9,500,000.**

2. To Section 7, Subcontracting Participation Percentages, Page 4, Sub-section 7.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:

   7.1. City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the

mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1.	SLBE participation	**6.8%**
2.	ELBE participation	**15.5%**
3.	Total mandatory participation	**22.3%**

D. INSTRUCTIONS TO BIDDERS

1. To Section 10, Reference Standards, Pages 9 through 10, **"Reference Table", DELETE** in its entirety and **SUBSTITUTE** with the following:

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

E. ATTACHMENT A

1. To Scope of Work, Section 2, Estimated Construction Cost, Page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   2. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **$9,500,000**.

F. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, **ADD** the following:

SECTION 901 - INSTALLATION AND CONNECTION

901-1.3 Payment. To the City Supplement, Item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the temporary asphalt material and Work for the protection of high-lining shall be paid for in accordance with 306-15.9.

G. ADDITIONAL CHANGES

The following are changes in the Line Items Tab in Planetbids:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been ~~**Stricken-out**~~.

Section	Item Code	Description	UOM	Quantity	Reference
Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	~~100000~~ 60000	302-5.2.1
Main Bid	237110	Imported Backfill For Trench	TON	~~500~~ 5175	306-15.12
Main Bid	237110	Temporary Resurfacing	TON	~~259~~ 1215	306-15.9
Alternate Items	237110	High-lining Installation by the Contractor	LF	~~1~~ 13279	901-1.3
Alternate Items	**237110**	**Furnished Materials for Contractor High-line Work**	**LS**	**1**	**900-1.2**

Section	Item Code	Description	UOM	Quantity	Reference
~~**Alternate Items**~~	~~**237110**~~	~~**High-lining Removed by the Contractor (Item 83 Base Bid)**~~	~~**LF**~~	~~**13,279**~~	~~**901-1.3**~~
Alternate Items	237110	Contractor Furnished Materials for the City Forces High-line Work ~~**(Item 82 Base Bid)**~~ **(Deductive)**	LS	1	900-1.2
~~**Alternate Items**~~	~~**237110**~~	~~**Pavement Restoration for Final Connection (Item 84 Base Bid)**~~	~~**SF**~~	~~**30000**~~	~~**901-2.5**~~

James Nagelvoort, Director
Public Works Department

Dated: *October 20, 2016*
San Diego, California

JN/AR/egz

City of San Diego

CITY CONTACT: Rosa Riego, **Contract Specialist, Email:** RRiego@sandiego.gov
Phone No. (619) 533-3426, **Fax No.** (619) 533-3633

ADDENDUM "B"

e - Bidding **FOR**

SEWER AND AC WATER GROUP 776

BID NO.: K-17-1460-DBB-3
SAP NO. (WBS/IO/CC): B-13197, B-00387
CLIENT DEPARTMENT: 2000
COUNCIL DISTRICT: 4
PROJECT TYPE: JA, KB

BID DUE DATE:

2:00 PM

NOVEMBER 8, 2016

CITY OF SAN DIEGO

PUBLIC WORKS CONTRACTS
1010 SECOND AVENUE, 14th FLOOR, MS 614C
SAN DIEGO, CA 92101

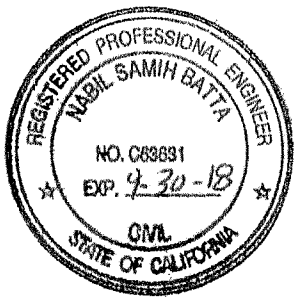
ENGINEER OF WORK

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

For City Engineer

10/28/2016
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. ADDENDUM

1. To **ADDENDUM A, DELETE** in its entirety.

C. CLARIFICATIONS

1. This Addendum B supersedes Addendum A.

D. BIDDER'S QUESTIONS

Q1. Plan Sheet G-2, the Sheet No's and Discipline Codes referenced in the table are incorrect. Please revise accordingly.

A1. The Sheet Index table on Plan Sheet G-2 is a continuation of the Sheet Index table on Plan Sheet G-1. There is nothing to revise.

Q2. Bid Item #19 is an extremely high quantity. Bidding 100,000 SF of "Pavement Replacement Adjacent to Trench" would amount to $300k to $600k depending on bids, you could overlay half the project limits for this much money and there isn't any bid item for that. Keep in mind that if you do stick with this quantity and don't change it, per Greenbook if 75% of the entire (100,000 SF) quantity isn't used the contractor can reprice this work, which would likely be the case. Thus bidding such a high amount doesn't make sense. Please take a closer look at this item and revise the quantity to a more reasonable amount.

A2. See revised Line Items in this Addendum B.

Q3. Bid Item #83 and #87 should have matching additive and deductive quantities, please revise accordingly.

A3. See revised Line Items in this Addendum B.

Q4. Is the unit of measure for bid item #39 correctly listed as LF?

A4. See revised Line Items in this Addendum B.

Q5. Bid Item #40, unit of measure should not be EA.

A5. See revised Line Items in this Addendum B.

Q6. Bid Item #41, unit of measure should not be EA.

A6. See revised Line Items in this Addendum B.

Q7. Bid Item #49 description is the same as bid item #48.

A7. See revised Line Items in this Addendum B.

Q8. Bid Item #84, this work is typically bid by the SF. How can this item be bid as a lump sum when the quantity is unknown?

A8. See revised Line Items in this Addendum B.

Q9. Regarding bid Item #85 and #86, if the City decides to have the contractor perform the highline, will bid item #85 and #86 get paid? Please confirm that bid item #86 is not to include the cost of furnishing the materials for the highline.

A9. If the contractor performs the high-lining work, the City will pay the Bid Item "Furnished Materials for Contractor High-line work" and "High-lining installation by the Contractor". If the Contractor were to perform the highline, the cost of furnishing the materials for the highline is covered in the Bid Item "Furnished Materials for Contractor High-line work".

Q10. Currently there is a measure on the ballot for the upcoming elections which could raise the sales tax. If this measure passes and the sales tax is raised, will the City issue a change order to the contractor to cover the increase?

A10. 2015 Whitebook Section 3-1.1 states that "the contract price is not subject to adjustment due to sales tax increases after the award".

Q11. In Addendum "A" you listed a few bid items had changed, when in fact almost all of the bid item quantities changed from what was on planetbids previously. These changes should have been mentioned in the addendum so that Primes and Subs are aware.

A11. See revised Line Items in this Addendum B.

Q12. Some of the Allowance Item dollar amounts and bid quantities for items such as Slurry Seal have been changed from what was originally posted for the project. These changes were not mentioned in Addendum "A". Addendum "A" Also calls for Items 83 and 84 to be deleted. These Items are still included in the line items on planet bids. Have the lines been updated to reflect the addendum? Are further changes going to be made to the line items?

A12. See revised Line Items in this Addendum B.

Q13. Paving for final connections is listed as a lump sum. Is there a quantity that the contractor is supposed to include to determine a cost for this item?

A13. See revised Line Items in this Addendum B.

Q14. Contractor Furnished material for City forces highline work is a Lump Sum Item. Is there a breakdown of how much highline the City requires at any one time?

A14. No, there is no breakdown for this item.

E. NOTICE INVITING BIDS

1. To Section 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **$9,200,000.**

2. To Section 7, Subcontracting Participation Percentages, page 4, Sub-section 7.1., **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

1.	SLBE participation	**6.8%**
2.	ELBE participation	**15.5%**
3.	Total mandatory participation	**22.3%**

F. INSTRUCTIONS TO BIDDERS

1. To Section 10, Reference Standards, pages 9 through 10, **"Reference Table", DELETE** in its entirety and **SUBSTITUTE** with the following:

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

G. ATTACHMENT A

1. To Scope of Work, Section 2, Estimated Construction Cost, page 20, **DELETE** in its entirety and **SUBSTITUTE** with the following:

   2. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **$9,200,000**.

H. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, **ADD** the following:

SECTION 901 - INSTALLATION AND CONNECTION

901-1.3 Payment. To the City Supplement, Item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the temporary asphalt material and Work for the protection of high-lining shall be paid for in accordance with 306-15.9.

901-2.5 Payment. To the City Supplement, Item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Traffic control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square feet Bid item for "Pavement Restoration for Final Connection". Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

I. ADDITIONAL CHANGES

1. To All Line Items in Planetbids, **DELETE** in their entirety and **REPLACE** with the following:

Section	Item Code	Description	UOM	Quantity	Reference	Unit Price
Main Bid	524126	Bonds (Payment and Performance)	LS	1	2-4.1	
Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	AL	1	2-11.1.6	20,000.00
Main Bid	541690	Archaeological and Native American Monitoring Program	LF	15873	6-3.2.2.1	
Main Bid	541690	Paleontological Monitoring Program	LF	7869	6-3.2.3.1	
Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	6-3.2.4.1	10,000.00
Main Bid	541690	Paleontological Mitigation and Excavation	CY	400	6-3.2.5.1	

Section	Item Code	Description	UOM	Quantity	Reference	Unit Price
Main Bid	541690	Suspension of Work - Resources	DAYS	5	6-3.2.2.1 OR 6-3.2.3.1	
Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	LS	1	7-8.5.4	
Main Bid	541330	WPCP Development	LS	1	7-8.6.4.2	
Main Bid	237990	WPCP Implementation	LS	1	7-8.6.4.2	
Main Bid	238990	Video Recording of Existing Conditions	LS	1	7-9.1.1	
Main Bid	541820	Exclusive Community Liaison Services	LS	1	7-16.4	
Main Bid	237110	Mobilization	LS	1	9-3.4.1	
Main Bid		Field Orders (EOC Type II)	AL	1	9-3.5	250,000.00
Main Bid	237310	Traffic Detector Loop and Appurtenance Replacement	EA	32	302-1.12	
Main Bid	237310	Asphalt Pavement Repair	TON	433	302-3.2	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III and Striping	SF	57570	302-4.12.4	
Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I Over Type III and Striping	SF	352799	302-4.12.4	
Main Bid	237310	Pavement Restoration Adjacent to Trench	SF	60000	302-5.2.1	
Main Bid	238910	Concrete Pavement (9 Inch Thick)	CY	303	302-6.8	
Main Bid	237310	Crack Seal	LB	2000	302-14.5	
Main Bid	237310	Contractor Date Stamps and Impressions	EA	1	303-5.9	
Main Bid	237310	Additional Curb and Gutter Removal and Replacement	LF	305	303-5.9	
Main Bid	237310	Additional Sidewalk Removal and Replacement	SF	1500	303-5.9	
Main Bid	237310	Cross Gutter	SF	2690	303-5.9	
Main Bid	237310	Residential Concrete Driveway	SF	75	303-5.9	
Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	EA	4	303-5.10.2	

Section	Item Code	Description	UOM	Quantity	Reference	Unit Price
Main Bid	237310	Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	2	303-5.10.2	
Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	EA	11	303-5.10.2	
Main Bid	237310	Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	303-5.10.2	
Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	EA	10	303-5.10.2	
Main Bid	237310	Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	2	303-5.10.2	
Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	EA	23	303-5.10.2	
Main Bid	237310	Curb Ramp (Type C2) with Stainless Steel Detectable Warning Tiles	EA	4	303-5.10.2	
Main Bid	237310	Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	1	303-5.10.2	
Main Bid	237310	Dual Curb Ramps Per SDG-134	EA	2	303-5.10.2	
Main Bid	237110	Removal or Abandonment of Existing Water Facilities	LF	1003	306-3.3.3	
Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	EA	28	306-3.3.3	
Main Bid	237110	Abandon and Fill Existing Sewer Main (6 Inch) Outside of the Trench Limit	LF	3517	306-3.3.3	
Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	LF	3587	306-3.3.3	
Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	LF	6916	306-3.3.4.5	
Main Bid	237110	Additional Bedding	CY	288	306-15.1	
Main Bid	237110	Water Main (8 Inch)	LF	3082	306-15.1	
Main Bid	237110	Water Main (8 Inch, Class 305, DR 14)	LF	3835	306-15.1	
Main Bid	237110	Sewer Main (8 Inch)	LF	6570	306-15.1	
Main Bid	237110	Sewer Main, (8 Inch, SDR-26)	LF	8763	306-15.1	

Section	Item Code	Description	UOM	Quantity	Reference	Unit Price
Main Bid	237110	Sewer Main (10 Inch)	LF	949	306-15.1	
Main Bid	237110	Sewer Main (10 Inch, SDR-26)	LF	747	306-15.1	
Main Bid	237110	Sewer Main (12 Inch)	LF	247	306-15.1	
Main Bid	237110	Sewer Main, (12 Inch, SDR-26)	LF	1742	306-15.1	
Main Bid	237110	Trench Shoring	LS	1	306-15.2	
Main Bid	237110	Gate Valve (8 Inch)	EA	18	306-15.5	
Main Bid	237110	Gate Valve (12 Inch)	EA	5	306-15.5	
Main Bid	237110	Fire Hydrant Assembly and Marker (6 Inch), 2 Port	EA	16	306-15.6	
Main Bid	237110	Water Service (1 Inch)	EA	162	306-15.8	
Main Bid	237110	Water Service Transfer (1 Inch)	EA	1	306-15.8	
Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	EA	1	306-15.8	
Main Bid	237310	Temporary Resurfacing	TON	1215	306-15.9	
Main Bid	237110	Imported Backfill For Trench	TON	5175	306-15.12	
Main Bid	237110	Manholes (4 ft x 3 ft)	EA	95	306-16.6	
Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	EA	132	306-17.2	
Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Special Strength SDR 26, Street)	EA	246	306-17.2	
Main Bid	237110	Sewer Lateral Connection	EA	3	306-17.2	
Main Bid	237110	Sewer Lateral with Private Replumbing (4 Inch)	EA	57	306-17.2	
Main Bid	237110	Private Pump System	EA	1	306-17.2	
Main Bid	237110	Private Pump Compensation	EA	1	306-17.2	
Main Bid	237110	Private Pump Extended Warranty (3 Years)	EA	1	306-17.2	
Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	LF	27282	306-18.7	
Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	LF	29000	306-18.7	
Main Bid	237110	Abandon Water Services (Stiffs)	EA	5	306-19.3	
Main Bid	237310	Continental Crosswalks	SF	2788	314-4.4.6	
Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	LF	655	500-1.1.9	
Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	EA	1	500-1.2.7	

Section	Item Code	Description	UOM	Quantity	Reference	Unit Price
Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	LF	50	500-1.2.7	
Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	EA	13	500-1.6.6	
Main Bid	237110	Service Lateral Rehabilitation with Cleanout Greater than 7 ft in Depth	EA	2	500-1.6.6	
Main Bid	237110	Rehabilitate Existing Manhole	EA	5	500-2.10.2	
Main Bid	237310	Traffic Control	LS	1	601-6	
Main Bid	237310	Flashing Arrow Boards	LS	1	601-6	
Main Bid	237310	Pedestrian Barricade	EA	26	701-2	
Main Bid	237110	Contractor Furnished Materials for the City Forces High-line Work	LS	1	900-1.2	
Main Bid	237110	High-lining Removed by the Contractor	LF	13279	901-1.3	
Main Bid	237110	Pavement Restoration for Final Connection	SF	3600	901-2.5	
Alternate Items A	237110	High-lining Installation by the Contractor	LF	13279	901-1.3	
Alternate Items A	237110	Contractor Furnished Materials for the City Forces High-line Work ((Deductive) Enter unit price as negative (-))	LS	1	900-1.2	
Alternate Items A	237110	Furnished Materials for Contractor High-line work	LS	1	900-1.2	
Alternate Items B	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	EA	3	901-2.5	
Alternate Items B	237110	Cut and Plug by Contractor	EA	10	901-2.5	

James Nagelvoort, Director
Public Works Department

Dated: *October 28, 2016*
San Diego, California

JN/AR/egz