City of San Diego

CONTRACTOR'S NAME: Southwest Pipeline and Trenchless Corp.

ADDRESS: 22118 S. Vermont Avenue, Torrance, CA 90502

TELEPHONE NO.: (310) 329-8717 x103 FAX NO.: (310) 329-0981

CITY CONTACT: Juan E. Espindola, Contract Specialist, Email: JEEspindola@sandiego.gov

Phone No. (619) 533-4491

M. Liaghat / MJ. Nakasha / br

BIDDING DOCUMENTS







FOR

PIPELINE REHABILITATION AL-1

BID NO.:	K-19-1794-DBB-3
SAP NO. (WBS/IO/CC):	B-16001
CLIENT DEPARTMENT:	2000
COUNCIL DISTRICT:	1
PROJECT TYPE:	JA, IJ

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

FEBRUARY 5, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

For City Engineer

12.18.18

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 **Pipeline Rehabilitation AL-1** 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 web site: <u>http://www.sandiego.gov</u>.
- **3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$3,450,000**.
- 4. BID DUE DATE AND TIME ARE: February 5, 2019 at 2:00 P.M.
- 5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
- **6. LICENSE REQUIREMENT**: To be eligible for award of this contract, Prime contractor must possess the following licensing classification(s): **A or C-34.**
- **7. SUBCONTRACTING PARTICIPATION PERCENTAGES**: Subcontracting participation percentages apply to this contract.
 - **7.1.** The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:
 - 1. SLBE participation**5.9%**
 - 2. ELBE participation **9.4%**
 - 3. Total mandatory participation **15.3%**
 - **7.2.** The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - **7.2.1.** Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; **OR**
 - **7.2.2.** Submit Good Faith Effort 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.

7. AWARD PROCESS:

- **7.1.** 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.
- **7.2.** Upon acceptance of bids and determination of the apparent low bidder, the City will prepare the contract documents for execution within approximately 21 days of the date of the bid opening. The City will then award the contract upon receipt of properly signed Contract, bonds, and insurance documents.
- **7.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- **7.4.** The low Bid will be determined by the Base Bid alone.
- **7.5.** Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid alone.

8. SUBMISSION OF QUESTIONS:

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

Public Works Contracts 525 B Street, Suite 750, (7th Floor) San Diego, California, 92101 Attention: Juan E. Espindola

OR:

JEEspindola@sandiego.gov

- **8.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- **8.3.** 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.
- **8.4.** 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.
- **9. PHASED FUNDING:** For Phased Funding Conditions, see Attachment B.

INSTRUCTIONS TO BIDDERS

1. **PREQUALIFICATION OF CONTRACTORS:**

- **1.1.** Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- **1.2.** The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- **1.3.** Joint Venture Bidders Cumulative Maximum Bidding Capacity: For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - **1.3.1.** Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - **1.3.2.** Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - **1.3.3.** Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - **1.3.4.** The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- **1.4.** Complete information and links to the on-line prequalification application are available at:

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

1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on <u>PlanetBids</u>[™].

- 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 who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
 - **2.5. BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME**. Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, 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.** <u>Important Note</u>: Submission of the electronic bid into the system may not be instantaneous. Due to the speed and capabilities of the user's internet service

provider (ISP), bandwidth, computer hardware and other variables, it may take time for the bidder's submission to upload and be received by the City's eBidding system. It is the bidder's sole responsibility to ensure their bids are received on time by the City's eBidding system. The City of San Diego is not responsible for bids that do not arrive by the required date and time.

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

- **3.1.** The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.
- **3.2.** By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.
- **3.3.** The Bidder, by submitting its electronic bid, agrees to and certifies under penalty of perjury under the laws of the State of California, that the certification, forms and affidavits submitted as part of this bid are true and correct.
- **3.4.** The Bidder agrees to the construction of the project as described in Attachment "A Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days 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 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

- **7.1.** All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.
- **7.2.** Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.
- **8. REFERENCE STANDARDS:** Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") <u>http://www.greenbookspecs.org/</u>	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* <u>https://www.sandiego.gov/publicworks/edocref/greenbook</u>	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings		PWPI092816-04
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-05

Title		Document Number
CALTRANS Standard Plans		PWPI092816-06
http://www.dot.ca.gov/des/oe/construction-contract-standards.html		
California Manual on Uniform Traffic Control Devices Revision		PWPIO92816-07
1 (CA MUTCD Rev 1) -		
http://www.dot.ca.gov/trafficops/camutcd/		
NOTE: *Available online under Engineering Doct http://www.sandiego.gov/publicworks/edocref/incode		and References at:

- 9. CITY'S RESPONSES AND ADDENDA: The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the <u>form of an addendum</u>. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
- **10. CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
- **11. CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.

12. SUBCONTRACTOR INFORMATION:

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

for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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.

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

- 12.2. LISTING OF SUPPLIERS. Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the NAME, LOCATION (CITY), DIR REGISTRATION NUMBER and the DOLLAR VALUE of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- **12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.
- **13. SUBMITTAL OF "OR EQUAL" ITEMS:** See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

- **14.1.** The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
- **14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract

approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- **14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- **15. SUBCONTRACT LIMITATIONS**: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 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.
- **16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <u>http://www.sandiego.gov/cip/</u>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.
- **17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- **18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:

- **19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- **19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- **19.3.** The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified

check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.

- **19.4.** At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. 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.
- **19.5.** 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**.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

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

21. BID RESULTS:

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

22. THE CONTRACT:

- **22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- **22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- **22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- **22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- **22.5.** The award of the Contract is contingent upon the satisfactory completion of the abovementioned 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.

- **23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 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.
- **24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
 - **24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - **24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - **24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - **24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - **24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - **24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - **24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- **25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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.**
- **25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

<u>Southwest Pipeline and Trenchless Corp.</u>, a corporation, as principal, and <u>Liberty Mutual Insurance Company</u>, 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 <u>Three Million Thirty Four Thousand One Hundred Sixty Six Dollars and Zero cents</u> (\$3,034,166.00) for the faithful performance of the annexed contract, and in the sum of <u>Three Million</u> <u>Thirty Four Thousand One Hundred Sixty Six Dollars and Zero cents</u> (\$3,034,166.00) for the faithful performance of the annexed contract, and in the sum of <u>Three Million</u> <u>Thirty Four Thousand One Hundred Sixty Six Dollars and Zero cents</u> (\$3,034,166.00) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

Dated February 21, 2019

Approved as to Form

Southwest Pipeline and Trenchless Corp Principal JUSTIN P. DUCHAINEAU

PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND Printed Name ALCONDESSION For Principal

Mara W. Elliott, City Attorney

Deputy City Attorney

Liberty Mutual Insurance Company

Surety By Noemi Quiroz, Attorney-in-fact

Approved:

anal By.

Stephen Samara Principal Contract Specialist Public Works Department

790 The City Drive South Suite 200 Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

(714)634-5720 Local Telephone No. of Surety Premium \$ 24,610.00 Bond No. 024238227

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

)) ss

)

State of California

County of Los Angeles

On 2 - 22 - 19, before me, <u>Natalie K. Trofimoff</u>, <u>Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature:

Natalie K. Trofimoff, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for montgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz. Los Angeles _____, state of ______ its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, of the city of

execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: City of San Diego

Surety Bond Number: 024238227 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.



SS

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West-American Insurance Company

Bv: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 12h day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 er, Pennsvivania Association of Notaries

Feresa Pastella.

This Power of Attorney Is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casually Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attomeys in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorneyin-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _ 22nd February 2019 day of



8y: Renee C. Lie ellyn Assistant Secretary

ATTACHMENTS

ATTACHMENT A

SCOPE OF WORK

SCOPE OF WORK

- **1. SCOPE OF WORK:** Rehabilitation of approximately 37,456 LF (7.1 miles) of existing 8-inch vitrified clay (VC) and concrete pipe (CP) sewer mains. In addition, all existing sewer laterals will be rehabilitated from the property line to the sewer mains. The project also includes point repair, manhole rehabilitation, manhole repair, manhole replacement, installation of cleanouts and manholes and curb ramp.
 - **1.1.** The Work shall be performed in accordance with:
 - **1.1.1.** The Notice Inviting Bids and **Appendix J**, Site Maps, Sheets 1 through 21, inclusive.
- 2. LOCATION OF WORK: The location of the Work is as follows: Carmel Knoll Drive at Pearlman Way san Diego, CA 92130. See **Appendix E** Location Map.
- **3. CONTRACT TIME:** The Contract Time for completion of the Work, shall be **256 Working Days.**

ATTACHMENT B

PHASED FUNDING PROVISIONS

PHASED FUNDING PROVISIONS

1. PRE-AWARD

- **1.1.** Within 10 Working Days of the Notice of Intent to Award, the Contractor must contact the Project Manager to discuss fund availability for each phase and shall also submit the following:
 - **1.1.1.** Construction Cost Loaded Schedule in accordance with 6-1, "CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK" and 9-3, "PAYMENT.
- **1.2.** Contractor's failure to perform any of the following may result cancelling the award of the Contract:
 - **1.2.1.** Meeting with the City's Project Manager to discuss the Phased Funding Schedule.
 - **1.2.2.** Agreeing to a Phased Funding Schedule within **thirty** days of meeting with the City's Project Manager.

2. POST-AWARD

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

PHASED FUNDING SCHEDULE AGREEMENT

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

BID NUMBER: K-19-1794-DBB-3

CONTRACT OR TASK TITLE: Sewer Rehabilitation AL-1

CONTRACTOR: Southwest Pipeline & Trenchless Corp

Funding Phase	Phase Description	Phase <u>Start</u>	Phase <u>Finish</u>	Not-to- Exceed Amount
1	Mobilization, lateral & mains cleaning &CCTV, cleanout installation, rehabilitation of 8-inch and 10-inch mains, 6-inch laterals, main point repairs, cctv and inspection.	NTP	NOC	\$ 3,034,166.00
	Mains rehabilitation 8-inch and 10-inch, installation, 6-inch laterals, top hat, point repairs, cleanouts, cctv and inspection.			
		1.1.1		
Contract Total			\$3,034,166.00	

Notes:

1) WHITEBOOK section 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 written modifications to the CONTRACT.

CITY OF SAN DIEGO

PRINT NAME: Liborio Kuz
Construction Manager
Signature:
Date: 3/15/19
1
PRINT NAME: Maryam Liaghat
Project Manager
Signature: Maning Justab

CONTRACTOR

PRINT NAME: Southwest Pipeline & Trenchless Corp.

JUSTIN P. DUCHAINEAU PRESIDENT/TREASURER/RMO SOUTHWEST PIPELINE AND TRENCHLESS CORP.			
Signatur	e: Aust		
Date:	shing		

Date: 3/ 6/ 2019

Pipeline Rehabilitation AL-1 Attachment B – Phased Funding Provisions (Rev. April. 2017)

ATTACHMENT C

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ATTACHMENT D

PREVAILING WAGE

PREVAILING WAGE

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

- **1.3. Payroll Records.** Contractor and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
 - **1.3.1.** Contractor and their subcontractors shall also furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- **1.4. Apprentices.** Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is held responsible for the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.
- **1.5. Working Hours.** Contractor and their subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code 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 Prevailing Wage Unit at 858-627-3200.

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

The only recognized exemptions are listed below:

- **1.12.1.** Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1
- **1.12.2.** Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Contractor will need to keep those records for at least three years following the completion of the Contract. (Labor Code section 1771.4).
- **1.12.3.** List of all Subcontractors. The Contractor shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 4.20.11 above. (Labor code section 1773.3).

ATTACHMENT E

SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

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

The Normal Working Hours are 8:00 AM to 3:30 PM.

SECTION 2 - SCOPE AND CONTROL OF WORK

- **2-3.2** Self Performance. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. You shall perform, with your own organization, Contract Work amounting to at least 50% of the base Bid **AND** 50% of any alternates.
- **2-5.4.2 Asset Specific Red-lines.** To the "WHITEBOOK", ADD the following:
 - 1. **Fiber Optic and WIFI Device Red-lines.** Fiber Optic and WIFI Device Red-lines shall clearly record by dimension from 2 known fixed points and by depth of underground facilities all deviations, modifications, and changes in the Work. Records, deviations, modifications, and changes on the day the Work is performed shall reflect the actual Work location and shall be marked in red at the scale of the Plan sheet on which they are recorded. Red-lines shall show the equipment locations and associated information for the following:
 - a) Locations and depths of underground utilities.
 - b) Revisions to the routing of piping and conduits.
 - c) Actual equipment locations.
 - d) Pull Boxes.
 - e) Electrical Meter, including meter address.
 - f) Items abandoned in place.

- **2-9.1 Permanent Survey Markers.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. You shall submit to the Engineer a minimum of 7 Days prior to the start of the Work a list of controlling survey monuments which may be disturbed. CMFS (or the private owner for Permit Work) shall perform the following:
 - a) Set survey points outside the affected Work area that reference and locate each controlling survey monument that may be disturbed.
 - b) File a Corner Record or Record of Survey with the County Surveyor after setting the survey points to be used for re-establishment of the disturbed controlling survey monuments.
 - c) File a Corner Record or Record of Survey with the County Surveyor after re-establishment of the disturbed controlling survey monuments.

ADD: 2-10 AUTHORITY OF THE BOARD AND THE ENGINEER. To the "GREENBOOK", Paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

The decision of the Engineer is final and binding on all questions relating to: quantities; acceptability of material, equipment, or work; execution, progress or sequence of work; requests for information (RFI), and interpretation of the Plans, Specifications, or other Contract Documents. This shall be precedent to any payment under the Contract. The Engineer shall be the single point of contact and shall be included in all communications.

- **2-14.3 Coordination.** To the "WHITEBOOK", ADD the following:
 - 2. Other adjacent City projects are scheduled for construction for the same time period. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Water and Sewer GJ 1011, Ikhlass Shamoun, Project Manager (619) 533-4619
 - b) Pipeline Rehab AP-1, Janice Jaro or Azin Nour Project Manager (619) 533-5227
 - c) Residential Project Block 1J, Dayue Zhang or Ali Alaeipour Project Manager (619) 533-5141
 - d) Sewer Group 743, Janice Jaro or Azin Nour Project Manager (619) 533-5227
- **2-16 CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 – CHANGES IN WORK

- **3-3.2.3 Markup.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
 - 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

Component	Overhead	Profit	
Labor	10%	10%	
Material	10%	5%	
Equipment	10%	5%	

- 3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.
- 4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.
- **3-5.1 Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
- ADD:

3-5.1 Claims.

1. A Claim is a written demand by you that seeks an adjustment in the Contract Price, Contract Time, or other relief associated with a dispute arising under or relating to the Contract, including a breach of any provision thereof. A voucher, invoice, or other routine request for payment is not a Claim.

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

3-5.1.1 Initiation of Claim.

- 1. You shall promptly, but no later than 30 Days after the event(s) giving rise to the Claim, deliver the Claim to the Engineer.
- 2. You shall not process a Claim unless the Engineer has previously denied a request by you for a Change Order that sought the relief to be pursued in the claim.

3-5.1.1.1 Claim Certification Submittal.

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

3-5.1.2 Initial Determination.

1. The Engineer will respond in writing to your Claim within 30 Days of receipt of the Claim.
3-5.1.3 Settlement Meeting.

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

3-5.1.4 City's Final Determination.

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

3-5.1.5 Mandatory Assistance.

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

3-5.1.5.1 Compensation for Mandatory Assistance.

- 1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.5, "Mandatory Assistance" as Extra Work.
- 2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
- 3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
- 4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.
- **3-5.2.3 Selection of Mediator.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.

- 2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
- 3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
- 4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
- 5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.
- **3-5.3 Forum of Litigation.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

1. The parties stipulate that if a judgment is entered against a party for breaching this Contract, the pre-judgment interest shall be two percent (2%) per annum.

SECTION 4 - CONTROL OF MATERIALS

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

ADD:

- **4-1.3.3** Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.

- 2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
- 3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.
 - b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
 - c) Federal Per Diem Rates can be determined at the location below:

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

- **4-1.3.5 Special Inspection**. To the "WHITEBOOK", ADD the following:
 - 5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".
- **4-1.3.6 Preapproved Materials.** To the "WHITEBOOK", ADD the following:
 - 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.
- **4-1.6** Trade Names or Equals. To the "WHITEBOOK", ADD the following:
 - 11. You shall submit your list of proposed substitutions for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

- **5-1.1 General.** To the "WHITEBOOK", ADD the following:
 - 9. **90 Calendar Days** prior to any paving work, you shall notify the utility owner to provide them adequate time to adjust their utility box frame and cover to finish grade.
- **5-2 PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:
 - g) Refer to **Appendix N** for more information on the protection of AMI devices.
- **5-6 COOPERATION.** To the "GREENBOOK", ADD the following:
 - 2. Notify SDG&E at least 10 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

- **6-1.1 Construction Schedule.** To the "WHITEBOOK", items 5, 9, and 22, DELETE in their entirety and SUBSTITUTE with the following:
 - 5. Monthly progress payments are contingent upon the submittal of an updated Schedule and cash flow forecast as discussed in item 22 of 6-1.1, "Construction Schedule" to the Engineer. The Engineer may refuse to recommend the whole or part of any monthly payment if, in the Engineer's opinion, your failure or refusal to provide the required Schedule and cash flow forecast information precludes a proper evaluation of your ability to complete the Project within the Contract Time and amount.
 - 9. Inclusive to the Contract Time, include 15 Working Days to the Schedule for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.
 - 22. With every pay request, submit the following:
 - a) An updated cash flow forecast showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
 - b) A curve value percentage comparison between the Contract Price and the updated cash flow forecast for each Project ID included in the Contract Documents. Curve values shall be set on a scale from 0% to 100% in intervals of 5% of the Contract Time. Refer to the Sample City Invoice materials in Appendix D – Sample City Invoice with Spend Curve and use the format shown. Your invoice amounts shall be

supported by this curve value percentage. For previous periods, use the actual values and percentages and update the curve value percentages accordingly. See "Cash Flow Curve Fitting Example" at the location below:

https://www.sandiego.gov/publicworks/edocref

- **6-1.6 Excusable Delays.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.1 Excusable Compensable Delays.

- 1. If an Excusable Delay meets the requirements of 6-6.2, "Extensions of Time", then the City shall compensate for the following circumstances:
 - a) The City's failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.
 - b) The City's failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.
 - c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
 - d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.
 - e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
 - f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
 - g) Delays due to the City's acts or omissions and those within the City's control.
 - h) Delays requested by the City.

ADD:

6-1.6.2 Excusable Non-Compensable Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.
- **6-6.2 Extensions of Time.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contract Time shall not be modified except by Change Order.
 - 2. You shall immediately submit to the City a written request for a Change Order to modify the Contract Time, but in no event later than 1 Working Day after the occurrence and discovery of the events giving rise to the request. You shall include in your request a general description of the basis for and the estimated length of any extension and submit supporting data.
 - 3. The Engineer shall not grant an extension of Contract Time unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence.
 - 4. The Engineer shall issue a weekly document that shall stipulate the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within 15 Days after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3-5.1, "Claims".
- **6-6.4** Written Notice and Report. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Your failure to file with the Engineer a written request and report of cause within 24 hours will be considered grounds for refusal by the City to consider such request.

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

- 3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed here:
 - a) Map 2 and 3-La Jolla Shore Drive intersections with Cam Del Collado, Calle Corta, Calle Del Oro, Calle Fressota and Vallecitos during Summer Moratoruim from May 1st To Labor Day September 2nd, inclusive.

ADD:

6-3.2.1.1 Environmental Document.

- 1. The City of San Diego has prepared an Addendum to Mitigated Negative Declaration for **Pipeline Rehabilitation AL-1**, as referenced in the Contract Appendix. You shall comply with all requirements of the Addendum to Mitigated Negative Declaration as set forth in **Appendix A.**
- 2. Compliance with the City's environmental document shall be included in the Contract Price.
- **6-3.2.2** Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:
 - 4. You shall retain a qualified archaeologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 2-11, "INSPECTION" for details.
- **6-3.2.2.1 Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The full compensation for the Archaeological and Native American monitoring program and report preparation, as described in the Contract Appendices, shall be included in the Lump Sum or Linear Foot Bid item for "Archaeological and Native American Monitoring Program" and shall include the payment for Work performed on laterals and other services, such as potholing and other trenching. No payment shall be made unless the qualified archaeologist is present to verify during the performance of the Work.
- **6-7 TIME OF COMPLETION.** To the "WHITEBOOK", ADD the following:
 - You shall complete the liner installation of 15,840 linear feet of sewer mains and the lateral reinstatements as verified by the Engineer by June 28th, 2019. The remaining work including lateral lining and post –lining CCTV video, as part

of the contract shall be completed within **256 Working Day**s from the date of NTP.

- **6-8.3 Warranty.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 1. Warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date that the Work was accepted by the City. Additionally, you shall warranty the Work against all latent and patent defects for a period of 10 years.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

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

renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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 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 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 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 selfinsured 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.

7-3.10 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).

- 1. For Contracts with required engineering services (e.g., <u>Design-Build</u>, preparation of engineered Traffic Control Plans (TCP), and etc.) by you, you shall keep or require all of your employees or Subcontractors, who provide professional engineering services under this contract, Professional Liability coverage with a limit of **\$1,000,000** per claim and **\$2,000,000** annual aggregate in full force and effect.
- 2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of 3 years after completion of the Project or termination of this Contract, whichever occurs last. You agree that for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.

- 3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth above.
- **7-4 NOT USED.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

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

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.

ADD:

- 7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:
 - 1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

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

- 6. Based on a preliminary assessment by the City, this Contract is subject to WPCP.
- **7-8.6.5 Payment.** DELETE in its entirety and SUBSTITUTE with the following:
- **7-13.4 Contractor Standards and Pledge of Compliance.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. The Contract is subject to City's Municipal Code §22.3004 as amended 10/29/13 by ordinance O-20316.
 - 2. You shall complete a Pledge of Compliance attesting under penalty of perjury that you complied with the requirements of this section.
 - 3. You shall ensure that all Subcontractors complete a Pledge of Compliance attesting under penalty of perjury that they complied with the requirements of this section.
 - 4. You shall require in each subcontract that the Subcontractor shall abide by the provisions of the City's Municipal Code §22.3004. A sample provision is as follows:

"Compliance with San Diego Municipal Code §22.3004. The Subcontractor acknowledges that it is familiar with the requirements of San Diego Municipal Code §22.3004 ("Contractor Standards"), and agrees to comply with requirements of that section. The Subcontractor further agrees to complete the Pledge of Compliance, incorporated herein by reference."

ADD:

7-13.8 Equal Pay Ordinance.

- 1. You shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) in section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.
- 2. You shall require all of your Subcontractors to certify compliance with the EPO in their written subcontracts.
- 3. You shall post a notice informing your employees of their rights under the EPO in the workplace or job site.
- 4. By signing this Contract with the City of San Diego, you acknowledge the EPO requirements and pledge ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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

- 2. Virtual Project Manager shall be used on this Contract.
- **7-21.1 General.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:
 - 3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

ADD:

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

SECTION 203 – BITUMINOUS MATERIALS

- **203-3.4.4 Rubber Polymer Modified Slurry (RPMS).** To the "WHITEBOOK", DELETE in its entirety.
- **203-3.4.4.1 General.** To the "WHITEBOOK", DELETE in its entirety.

ADD:

- **203-3.4.4.1 General.** To the "GREENBOOK", paragraph (2), ADD the following:
 - e) Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

ADD:

203-5.6 Rubber Polymer Modified Slurry (RPMS).

- 203-5.6.1 General.
 - Rubber polymer modified slurry (RPMS) is a crumb rubber asphalt slurry-seal surface treatment. RPMS shall be a stable mixture of asphaltic emulsion, mineral aggregate, set-control additives, specially produced and graded crumb rubber, polymer, mineral fillers, carbon black, and water. The materials for RPMS shall conform to 203-5.4, "Emulsion-Aggregate Slurry (EAS)" and these specifications. Mixing and spreading of RPMS shall be as described in 302-4.12, "Rubber Polymer Modified Slurry (RPMS)".

2. RPMS shall be used for this Contract.

203-5.6.2 Materials.

- 1. The ingredients of RPMS immediately prior to the mixing shall conform to the following:
 - a) Asphaltic emulsion shall be a quick-set type and shall conform to the requirements of CQS-1h and to the following requirements in accordance with the specified test methods:

Quality Tests for Emulsion	Test	Requirements
AASHTO T59	Residue after	60% min.
ASTM D244	Distillation	00% mm.
Quality Tests for Residue	Test	Requirements
	Test Penetration at	Requirements 40% - 90%

- b) Quick setting Type CQS-1h Asphaltic Emulsion shall test positive for Particle Charge when tested in accordance with the applicable ASTM test designation. If the Particle Charge Test result is inconclusive, the asphaltic emulsion shall meet a pH requirement of 6.7 maximum.
- c) Water shall be potable and of such quality that the asphalt will not separate from the emulsion before the application of slurry seal.
- d) If necessary for workability, a set-control agent that will not adversely affect the RPMS material may be added.
- e) Polymer additive shall be SBR Latex or approved equal, which is added at a minimum of 2% by weight of the asphaltic emulsion.
- f) Crumb Rubber.
 - i. Crumb rubber shall be ambient granulated or ground from whole passenger tires, truck tires, or a combination only in conformance with the requirements indicated in Tables 203-5.6.2 (A), 203-5.6.2 (B), and 203-5.6.2 (C).
 - ii. Un-curing or de-vulcanized rubber shall not be acceptable. Rubber tire buffing from either recapping or manufacturing

processes may not be used as a supplement to the crumb rubber mixture.

- iii. In order to remove steel and fabric, an initial separation stage which subjects the rubber to freezing temperatures may be used.
- iv. The crumb rubber shall not be elongated or hair-like in shape and individual particles shall not be greater than 1/20 of an inch in length.
- v. The crumb rubber shall be free of contaminants including fiber, metal, and mineral matter within the following tolerances: the fiber content shall be less than 0.30% by weight and the crumb rubber shall be free of metal particles. Metal imbedded in rubber particles shall not be allowed. The amount of mineral contaminants allowed shall not exceed 0.10% by weight.
- vi. The crumb rubber shall be dry with a moisture content of less than 0.75%.

TABLE 203-5.6.2 (A)

Property	Specification Limits
Specific Gravity	1.15 ± .05
Percent of Carbon Black	35.0 Maximum
Percent of Rubber Hydrocarbon	55.0 Maximum
Percent Ash	6.0 Maximum
Percent of Acetone Extract	10.0 Maximum
Percent of Chloroform Extract	3.0 Maximum
Percent Natural Rubber	40 Minimum

CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION

TABLE 203-5.6.2 (B)

CRUMB RUBBER GRADATION REQUIREMENTS

Sieve Size	Percent Passing	
No. 30	100	
No. 40	90 - 100	
No. 50	75 - 85	
No. 100	25 - 35	
No. 200	0 - 10	

TABLE 203-5.6.2 (C)

Property	Test Method
Specific Gravity	ASTM D1817
Carbon Black	ASTM D297
Ash	ASTM D297
Chloroform Extract	ASTM D297
Natural/Synthetic Rubber	ASTM D297
Sieve Analysis	ASTM C136

TESTING METHODS FOR CRUMB RUBBER ANALYSIS

vii. Carbon black solution shall be non-ionic in charge and liquid in form. The carbon black shall be compatible with the emulsion system, polymers, and additives being used and shall conform to the requirements indicated in 203-5.6.2 (D) and ASTM D1511.

Specification	Tolerances
Total Solids	40 - 44
% Black by Weight	35 - 37
Type Black	Medium Furnace Color
Type Dispersing	Non-ionic

TABLE 203-5.6.2 (D)

- viii. Additives may be used to accelerate or retard the break-set of the RPMS. The use of additives shall be in quantities specified in the mix design.
- ix. Mineral filler such as Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D242 shall be used if required by the mix design and may be used to facilitate set times as needed. Any cement used shall be considered as part of the dry aggregate weight for mix design purposes.
- x. The mineral aggregate used shall be the type and grade specified for the particular Type of RPMS. The aggregate shall be manufactured crushed stone such as granite, slang, limestone, chat, other high quality aggregate, or a combination thereof. Aggregate shall consist of rock dust except that 100% of any aggregate of combination of aggregates larger than the No. 50 sieve size used in the mix shall be obtained by crushing

rock. The material shall be free from vegetable matter and other deleterious substances. The aggregate shall be free of caked lumps and oversized particles. The aggregate shall also conform to the following requirements in Table 203-5.6.2 (E).

TABL	.E 20)3-5.	6.2	(E)
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Test	California Test	Requirements
Sand Equivalent	217	45 min.
Durability Index	229	55 min.

xi. Crumb rubber shall be a product of recycled material from the City if unavailable from the San Diego County region.

203-5.6.3 Composition and Grading.

1. The percentage composition by weight of the aggregate shall conform to the requirements indicated in the tables below when determined by California Test 202 and modified by California Test 105 when there is a difference in specific gravity of 0.20 or more between blends of different aggregates.

TABLE 203-5.6.3 (A)

Sieve Size	Percentage Passing	Stockpile Tolerance
No.4	100	± 5%
No.8	90 - 100	± 5%
No.16	65 - 90	± 5%
No.30	40 - 60	± 5%
No.50	25 - 42	± 4%
No.200	10 - 20	± 2%

TYPE I SLURRY SEAL GRADATION

TABLE 203-5.6.3 (B)

TYPE II SLURRY SEAL GRADATION

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	90 - 100	± 5%
No.8	65 - 90	± 5%
No.16	45 - 70	± 5%
No.30	30 - 50	± 5%
No.50	18 - 36	± 4%
No.100	10 - 24	± 3%
No.200	5 - 15	± 2%

TABLE 203-5.6.3 (C)

Sieve Size	Percentage Passing	Stockpile Tolerance
No.3/8	100	± 5%
No.4	70 - 90	± 5%
No.8	45 - 70	± 5%
No.16	28 - 50	± 5%
No.30	19 - 34	± 5%
No.50	12 - 25	± 4%
No.100	7 - 18	± 3%
No.200	5 - 15	± 2%

TYPE III SLURRY SEAL GRADATION

- 2. The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, the percent passing each sieve shall not be more than the stockpile tolerance.
- 3. The aggregate shall be accepted at the Site or stockpile. The stockpile shall be accepted based on 5 gradation tests according to California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between blends of different aggregates. If the average of the 5 tests is within the gradation tolerances, then the material will be accepted. If the test shows the material to be out, you may choose to remove the material or blend other aggregates with the stockpile material to bring it into compliance with these specifications. Materials used in blending shall meet the quality test before blending and shall be blended in a manner to produce a consistent gradation.
- 4. When the results of either the Aggregate Grading or the Sand Equivalent test do not conform to the requirements specified, the aggregate shall be removed. However, if requested in writing and approved by the Engineer, the aggregate may be used and you shall pay to the agency \$1.75 per ton for such aggregate left in place. No single aggregate grading or sand equivalent tests shall represent more than 300 tons or one day's production, whichever is smaller.

203-5.6.4 Mix Design.

1. Before Work begins, you shall submit laboratory reports of mix designs performed in accordance with the tests identified in Table 203-5.6.4 at your expense and shall utilize the specific materials to be used on the project. The design shall be prepared by a laboratory experienced in designing rubber asphalt slurry-seal surface treatments. After the mix design is approved, no substitution shall be made unless approved by the Engineer. The proposed rubber asphalt slurry-seal surface treatment mix design shall verify compatibility of the aggregate, emulsion, mineral filler, set-control additive, and rubber blend.

Test	Description	Specification	
ISSA T-106	Slurry Seal Consistency	Pass	
ISSA TB-109	Excess Asphalt	50 grams/ft ² maximum	
ISSA TB-100 (Type I)	The Wet Track Abrasion	50 grams/ ft² maximum	
ISSA TB-100 (Type II)	The Wet Track Abrasion	60 grams/ ft² maximum	
ISSA TB-100 (Type III)	The Wet Track Abrasion	60 grams/ ft² maximum	
ISSA TB-113	Mixing Time	Controllable to 150 seconds minimum	
ISSA TB-114	The Wet Stripping	Pass	

TABLE 203-5.6.4

- 2. The Mixing Time test shall be done at the highest temperatures expected during construction. The original lab report shall be signed by the laboratory that performed the mix design and shall show the results of the tests on individual materials. The report shall clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive (s) (usage), asphalt emulsion, and asphalt rubber blend based on the dry weight of the aggregate.
- 3. Component materials used in the mix design shall be representative of your proposed materials. The percentage of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions.
- 4. The component materials shall be within the following limits:
 - a) Residual Asphalt Type I, 10% 16% based on dry weight of aggregate.
 - b) Residual Asphalt Type II, 7.5% 13.5% based on dry weight of aggregate.
 - c) Residual Asphalt Type III, 6.5% 12% based on dry weight of aggregate.
 - d) The crumb rubber will be added to the rubberized slurry mix at a rate of 5% by volume to the asphalt cement.
 - e) Polymer additive shall be added at 2% of finished emulsion.
 - f) Carbon Black shall be added at 1.3% to 2% of the finished emulsion.

- g) Mineral filler shall be 0.5% 2.0% (if required by mix design) based on dry weight of aggregate.
- h) Additives, as needed.
- i) Water, as needed to achieve proper mix consistency (total mix liquids shall not exceed the loose aggregate voids).

SECTION 217 – BEDDING AND BACKFILL MATERIALS

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

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

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 302 – ROADWAY SURFACING

ADD: 302-4.12.2.1.1 Slurry Treatment.

- 1. When slurry treatment is required by the Contract Documents, notify the Engineer at least 10 Working Days prior to the first application of slurry. The Engineer, upon assessment of street condition and classification, will verify the slurry type to be applied.
- 2. Application of sequential layers of slurry shall not commence until approved by the Engineer and until the following have been completed:
 - a) Mix design and wet track abrasion testing for the first-step slurry application has been approved by the Engineer. Unless otherwise directed by the Engineer, this testing may require 4 Working Days from field sampling to reporting of test results to the Engineer.
 - b) Corrective actions have been executed in accordance with 302-4.11.1.2, "Reduction in Payment Based on WTAT" such as reductions in payment, non-payment, or removal of material not meeting specifications, as directed by the Engineer.

- **302-4.12.4 Measurement and Payment.** To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The payment for RPMS shall be the total square footage used on the project calculated using the method described and shall be paid under the following Bid items:

BID DESCRIPTION		
Rubber Polymer Modified Slurry (RPMS) Type I	SF	
Rubber Polymer Modified Slurry (RPMS) Type II		
Rubber Polymer Modified Slurry (RPMS) Type III	SF	
Rubber Polymer Modified Slurry (RPMS) Type I (Bike Lane)		

The Bid items for RPMS shall include full compensation for the specified surface preparation not included in other Bid items and shall include the Work necessary to construct the RPMS as specified on the Plans. Sweeping, removals, and furnishing the aggregate required for the mix design shall also be included in this Bid item.

302-5.9 Measurement and Payment. To the "WHITEBOOK", item 2, DELETE in its entirety.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

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

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

- **306-6.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. For PVC water pipes:
 - a) Bedding material shall:
 - i. Either be sand, crushed aggregate, or native free-draining granular material.
 - ii. 100% of the bedding material shall pass the no. 4 sieve and shall have an expansion when saturated with water of not more than 0.5%.

- iii. Have a sand equivalent of SE 50. SE 30 or higher may be substituted for SE 50 as bedding material if all of the following requirements are met:
 - The top of the pipe and haunch areas are mechanically compacted by means of tamping, vibrating roller, or other mechanical tamper.
 - Equipment is of size and type approved by the Engineer.
 - 90% relative compaction or better is achieved.
- b) When jetting, care shall be exercised to avoid floating of the pipe.
- PVC sewer pipes shall be bedded in 3/8 inch (9.5 mm) or 1/2 inch (12.5 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for PVC sewer pipes may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/8 inch or1/2 inch nominal size as shown in Table 200-1.2.1 (A).
- 3. Storm drains and all types of non-PVC sewer mains shall be bedded in 3/4 inch (19 mm) crushed rock in accordance with 200-1.2, "Crushed Rock and Rock Dust". Crushed rock for storm drains may contain recycled Portland Cement Concrete and shall conform to gradation requirements for 3/4 inch nominal size as shown in Table 200-1.2.1 (A). Bedding shall be placed to a depth of 4 inches (101.6 mm) below the outside diameter of the pipe or 1 inch (25.4 mm) below the bell of the pipe, whichever is greater.
- **306-17.2 Payment.** To the "WHITEBOOK", items 1 through 3, DELETE in their entirety and SUBSTITUTE with the following:
 - 1. The payment for constructing each new sewer lateral and cleanout and for connecting to the main shall be included in the Bid item for "Sewer Lateral and Cleanout" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.
 - a) The payment for the plugging, monitoring, and testing of the new sewer main shall be included in the Bid item for the new sewer main.
 - 2. The payment for sewer lateral cleanouts, including the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer, shall be included in the Bid item for "Sewer Lateral and Cleanout" unless a bid item has been provided for each "Sewer Lateral Cleanout".
 - 3. The payment for each cleanout at the end of the sewer main shall be included in the Bid item for "Sewer Main Cleanout" and shall include the removal and replacement of concrete curb and gutter, sidewalk panels, and existing surface improvements as required by the Engineer.

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

314-4.3.7 Payment. To the "GREENBOOK", ADD the following:

- 1. The payment for the replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping".
- **314-4.4.6 Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:
 - 1. No separate payment shall be made for establishing alignment for stripes and layout Work.
 - 2. The payment for the replacement of thermoplastic striping shall be included in the Bid item for "Thermoplastic Traffic Striping".
 - 3. The payment for the removal and replacement of existing traffic striping, pavement markings, and pavement markers shall be included in the Bid item for "Striping".

SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABLITATION

500-1.1.2.1 Initial Submittals. To the "WHITEBOOK", 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.

- 5. 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.
- 6. 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.

ADD:

- **500-1.6.1 General.** To the "WHITEBOOK", item 2, sentence 1, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. The cured-in-place liner shall extend the entire length of the lateral from the access point at the property line to the mainline. The location of the cleanout shall not be modified unless approved in writing by the Engineer.
- **500-1.6.3** Installation Procedures (ASTM F1216 and ASTM F1743). To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:
 - 2. You shall excavate an access pit at the property line cleanout location. The excavation pit shall be located entirely within the public right-of-way, and shall not encroach into the private property. You shall replace in kind all existing improvements impacted by the installation process.
- **500-1.6.6 Payment.** To the "WHITEBOOK", 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

Service Lateral Rehabilitation with Manually Excavated Cleanout up to 7 Feet in Depth

Service Lateral Rehabilitation with Manually Excavated Cleanout Greater than 7 Feet in Depth

Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout Greater than 7 Feet in Depth

Service Lateral Rehabilitation of Cast Iron Lateral with Cleanout up to 7 Feet in Depth

Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout Greater than 7 Feet in Depth

Service Lateral Rehabilitation of Cast Iron Lateral with Manually Excavated Cleanout up to 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".
- **500-2.4.6 Primer and Lining Materials.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

500-2.4.6 Chemical Resistance Test (Pickle Jar Test).

- Epoxy Lining Systems, Polyurethane and Epoxy Protective Lining Systems shall meet the requirements of 211-2, "Chemical Resistance Test (Pickle Jar Test)".
 Proof of meeting these requirements shall be provided to the Engineer for approval at least 15 Days prior to commencement of Work.
- 2. The epoxy primer materials for the polyurethane lining system shall be 100% solids.
- 3. The epoxy materials for the epoxy lining system shall be 100% solids.
- **500-2.4.7 Lining Application.** To the "WHITEBOOK", DELETE in its entirety.
- **500-2.4.8 Test.** To the "WHITEBOOK", DELETE in its entirety.
- **500-2.4.10 Applicable Standards.** To the "WHITEBOOK", DELETE in its entirety.

SECTION 600 - ACCESS

ADD:

- **600-1 GENERAL.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:
 - 5. If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

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

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

- 6. Engineered TCP (2 foot x 3 foot size) shall be required for the following areas:
 - a) Torrey Pines Road

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

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS

APPENDICES

APPENDIX A

ADDENDUM TO MITIGATED NEGATIVE DECLARATION



ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

THE CITY OF SAN DIEGO

Project No. 600280 Addendum to MND No. 255100 SCH No. 2011091045

SUBJECT: Pipeline Rehab AL-1

I. PROJECT DESCRIPTION

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

Project Location

The Pipeline Rehab AL-1 Project is located within the La Jolla Community Planning Area (Council District 1). The project area is generally bounded by La Jolla Shores Drive to the west, La Jolla Village Drive and the University of California, San Diego to the north, Gilman Drive to the east, and Ardath Road to the south (see attached project location map).

Project Description

This project proposes to rehabilitate approximately 37,456 linear feet (LF) (7.09 miles) of existing 8 inch vitrified clay (VC) sewer mains, rehabilitating twenty seven (27) existing manholes, repairing ten (10) existing manholes, five (5) point repairs, installing twenty nine (29) cleanouts and rehabilitating approximately 510 laterals. The installation of twenty nine (29) cleanouts will involve 124 cubic yards of excavation in previously undisturbed soils, which would be under the significance threshold for paleontological impacts. Methods of work will be through trenchless technology which involves installing new lining in old pipelines through manholes without digging out the streets, removal of pavement or excavation of soils. Existing depth of the pipes is approx. 6-26 feet with an existing width of 3 feet.

Excavation included with the rehabilitation scope will be for:

- The point repairs on the segments of the existing sewer mains within the right-of-way (ROW) prior to rehabilitation (Design staff will determine whether the point repairs can be performed without the excavation).
- Replace-in-place of existing or repairing of existing sewer manholes within the ROW.
- Construct 29 new sewer main cleanouts within the improved ROW.

The project will also include the following improvements: slurry seal street resurfacing of the areas that will be impacted by the construction activities related to manholes, point repairs and cleanouts. All construction staging would occur in the public right-of -way and existing utility easements. Project is located approximately 500 feet away from the MHPA and is also buffered by houses.

Construction methods will include:

- 1. Rehabilitation: Rehabilitation will be used for all portions of the existing sewer mains, laterals, and manholes. This technique would seal out runoff and groundwater seepage into structurally sound pipe. Prior to installing the grouting material, the pipe is thoroughly cleaned. Once the pipe is clean, the grout is applied through the inside of the pipe with a machine called a packer. The grout is injected out through the pipe defect or open joint and into the surrounding soil matrix and pipe material. The injected material bonds with the soil and pipe material forming a waterproof seal. Once the sewer mains are lined a similar process is used to line building service laterals where they are connected to the sewer mains. The building service laterals are lined in the same manner as the sewer mains. Grouting can be accomplished in a few hours, and does not disturb the ground or paving surface. Normally there will be no interruption to service.
- 2. Open Trenching: The open trench method of construction will be used for point repairs, manholes repair and replacement, and installation of new manholes (none included in the scope) and cleanouts. Trenches are typically 3-5 feet wide and are dug with excavators and similar large construction equipment. Excavation for new manholes is typically 10 by 10 feet. Point repairs, new manholes, and cleanouts are typically 4-15 feet deep. All trenching work will occur within the public right-of -way or existing easements on private property.

The Pipeline Rehab AL-1 project 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 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 Pipeline Rehab AL-1 project would occur within the developed public right-of-way and public utility easements of previously disturbed private property within the City of San Diego described above under Project Location. Surrounding land uses include existing residential, institutional, industrial, and commercial developments, and open space areas. See attached MND for the environmental setting for the overall Citywide Pipeline Projects.

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 and Section 15164(c) of State CEQA Guidelines addenda to environmental documents are not required to be circulated for public review.

IV. ENVIRONMENTAL DETERMINATION

The City previously prepared and adopted the Citywide Pipelines Projects Mitigated Negative Declaration (MND No. 255100/SCH No. 2011091045). Based on all available information in light of the entire record, the analysis in this Addendum, and pursuant to Section 15162 of the State CEQA Guidelines, the City has determined the following:

- There are no substantial changes proposed in the project which will require major revisions
 of the previous environmental document due to the involvement of new significant
 environmental effects or a substantial increase in the severity of previously identified
 significant effects;
- Substantial changes have not occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous environmental document due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous environmental document was certified as complete or was adopted, shows any of the following:
 - a. The project will have one or more significant effects not discussed in the previous environmental document;
 - b. Significant effects previously examined will be substantially more severe than shown in the previous environmental document;
 - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project,

but the project proponents decline to adopt the mitigation measure or alternative; or

d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous environmental would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Based upon a review of the current project, none of the situations described in Sections 15162 and 15164 of the State CEQA Guidelines apply. No changes in circumstances have occurred, and no new information of substantial importance has manifested, which would result in new significant or substantially increased adverse impacts as a result of the project. Therefore, this Addendum has been prepared in accordance with Section 15164 of the CEQA State Guidelines. Public review of this Addendum is not required per CEQA.

V. IMPACT ANALYSIS

The subsequent impact analysis is to demonstrate that environmental impacts associated with the project are consistent with the previously certified MND. The following includes the project-specific environmental review pursuant to the CEQA. The analysis in this document evaluates the adequacy of the MND relative to the project.

Archaeological Resources

The Citywide Pipelines Project MND No. 255100 concluded that pipeline projects located within the public right-of-way and city easements could result in significant environmental impacts relating to archaeological resources, which included mitigation to reduce impacts to archaeological resources to below a level of significance. Portions of the project area identified with the Pipeline Rehab AL-1 project would include excavation of previously undisturbed soil which has the potential to contain sensitive archaeological resources.

To reduce potential archaeological resource impacts to below a level of significance, all excavation within previously undisturbed soil would be monitored by a qualified archaeologist or archaeological monitor and Native American monitor. Any significant archaeological resources encountered would be recovered and curated in accordance with the mitigation monitoring and Reporting Program (MMRP) detailed in Section V.

VI. MITIGATION, MONITORING AND REPORTING PROGRAM

Historical Resources (Archaeology)

- I. Prior to Permit Issuance or Bid Opening/Bid Award
 - A. Entitlements Plan Check
 - 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
- 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
 - 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 inhouse, 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. Pl Shall Attend Precon Meetings
 - Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 - 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
 - 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
 - b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).

- c. MMC shall notify the PI that the AME has been approved.
- 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the Pl 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.
- 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
 - 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. <u>The Construction Manager is</u> 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 <u>that</u> 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
 - 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 Bl, as appropriate.
 - 2. The Monitor shall immediately notify the Pl (unless Monitor is the Pl) 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 Rightof-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 Bl as appropriate, MMC, and the Pl, if the Monitor is not qualified as a Pl. 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 Pl shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.

B. Isolate discovery site

- 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 Pl 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 Pl 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. <u>Night and/or Weekend Work</u>

- 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 Bl, 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
 - 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 Pl 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 Pl 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.

- 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 Bl, as appropriate shall obtain signature on the Accession Agreement and shall return to Pl 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)
 - 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.

The above Mitigation Monitoring and Reporting Program may require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

VII. IMPACT SIGNIFICANCE

The MND identified that all impacts would be mitigated to below a level of significance through mitigation. This Addendum also identifies that all significant project impacts would be mitigated to below a level of significance, consistent with the previously certified MND.

VIII. CERTIFICATION

Copies of the addendum, the final MND, the Mitigation Monitoring and Reporting Program, and associated project-specific technical appendices, if any, may be reviewed in the office of the Development Services Department, or purchased for the cost of reproduction.

Mark Brunette, Senior Planner Development Services Department

Analyst: Mark Brunette

Attachments: Location Map Mitigated Negative Declaration No. 255100/SCH No. 2011091045

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April 24, 2018



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The City of	SAP ID: B-16001 (S)	Pipeline Rehabilitation AL-1
SAN DIEGOU Public Works	Field Book Page(s: B08S, B09S	Thos. Bros. Page(s): 1227-4H
COMMUNITY NAME: La Jolla	COUNCIL DISTRICT: 1	Last Update:February 14 , 2018



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 <u>underline</u> 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 Palcontological 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.
- 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:

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

Document Submittal/Inspection Checklist

SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

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

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 <u>WITHIN ADJACENT TO THE MHPA</u> 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; <u>AND</u>

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; <u>OR</u>

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF 2. 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 or to the ambient noise level if it already exceeds 60 dB(A) hourly average or to the ambient noise level if it already exceeds 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; <u>AND</u>

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 or to the ambient noise level if it already exceeds 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; <u>AND</u>.

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 OUALIFIED 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 or to the ambient noise level if it already exceeds 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:
 - 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 <u>aAdjacent</u> 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.
 - 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

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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. <u>HISTORICAL RESOURCES (ARCHAEOLOGY)</u>

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
 - 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 inhouse, a letter of verification from the PI stating that the search was completed.
 - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¹/₄ mile radius.
- B. PI Shall Attend Precon Meetings
 - 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM)

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

- a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
- 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
- 3. Identify Areas to be Monitored
 - 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 <u>that</u> 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 Rightof-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 Rightof-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 Rightof-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 <u>items associated and</u> 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.
 - 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. <u>PALEONTOLOGICAL RESOURCES</u>

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 inhouse, 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. 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.
 - 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

- 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. <u>HISTORICAL RESOURCES (BUILT ENVIRONMENT)</u>

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) Pipeline Rehabilitation AL-1 Appendix A - Addendum to Mitigated Negative Declaration
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 (811) 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 (810) 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) Pipeline Rehabilitation AL-1

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) Pipeline Rehabilitation AL-1

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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)

109 | Page

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.

work

Myra Hermann, 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



Governor

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STATE OF CALIFORNIA Governor's Office of Planning and Research State Clearinghouse and Planning Unit



CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

October 14, 2011

Jeffrey Szymanski City of San Diego 1222 First Avenue, MS-501 San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011 SCH#: 2011091045

Dear Jeffrey Szymanski:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on October 13, 2011, and the comments from the responding agency (igs) is (are) enclosed. If this conunent package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse immediately.

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the . State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review . process.

Scott Morgan Director, State Clearinghouse

Enclosures cc: Resources Agency

> 1400 TENTH STREET P.O. BOX 3044 BACRAMENTO, CALIFORNIA 95812-3044 TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

1. Comment acknowledged no response is necessary.

SCH# 2011091045 Project Title Citywide Pipe

Type MND Mitigated Negative Declaration

Council Approval to allow the replacement, rehabilitation, relocation, point repair, new trenching, Description trenchless construction, and abandonment of water and/or sewer 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. The construction footprint, including staging areas and other areas (such as access) should be located within the City of San Diego Public Right-of-Way and/or within public easements. The proposal 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, manholes and other necessary appurtenances. All associated equipment would be staged in existing right-of-ways adjacent to the proposed work areas." The proposed project would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined by 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.

Lead Agency Contact

Lead Agenc Name	Jeffrey Szymanski			
Agency	City of San Diego			
Phone email	619 446 5324	Fax		
Address	1222 First Avenue, MS-501			
City	San Diego	State CA Zip	p 92101	
Project Loc	ation			
County	San Diego			,
City	San Diego			
Region				:
Lat/Long				
Cross Streets	Citywide			
Parcel No.				
Township	Range	Section	Base	
Proximity to	D:			
Highways				
Airports				
Railways				
Waterways				
Schools				
Land Use	Citywide			

Project Issues Archaeologic-Historic; Landuse; Other Issues

 Reviewing
 Resources Agency; California Coastal Commission; Department of Fish and Game, Region 5; Office of Agencies

 Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Division of Aeronautics; California Highway Patrol; Caltrans, District 11; CA Department of Public Health; State Water Resources Control Board, Divison of Financial Assistance; Regional Water Quality Control Board, Region 9; Native American Hertage Commission; Public Utilities Commission

Note: Blanks in data fields result from insufficient information provided by lead agency.

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

Date Received 09/14/2011 Start of Review 09/14/2011 End of Review 10/13/2011

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

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Note: Blanks in data fields result from insufficient Information provided by lead agency.

Pipeline Rehabilitation AL-1 Appendix A - Addendum to Mitigated Negative Declaration

<		AUGNET	EDMUND (L.)	BROWN Jr., Goveniur	
DEPÁRTMEN DISTRICT 11 PLANNING DIVISIO 4050 TAYLOR STRI SAN DIEGO, CA 92 PHONE (619) 688-6	ET, MS 240 110			'	
FAX (619) 688-4295 TTY 711 www.dot.ca.gov		RECEIVED	Be	energy efficient!	
Septemb	er 28, 2011	STATE CLEARING HOUSE	11-5	D-Var	
City of S	ey Szymanski an Diego Development Services C st Avenue MS 501	,	PM V Citywide Pipcline Project SCH# 2011091	2011	
	o, CA 92101	(p/(c)/	an An an		
Dear Mr	. Szymanski:				
the Draf System I	fornia Department of Transportati Mitigated Negative Declaration (Project (Project). The project is id ute 94 (SR-94). Caltrans would li	(MND) for the North-South entified in the MND to cro	District Interconnection ss State Route 52 (SR-52)		
	k performed within Caltrans Righ y Caltrans. All Caltrans standards			ent	
3, environ determin correspo applicat applicat conditio	ally, any work performed within (nental document including the Ca nation addressing any environment inding technical studies. If these n ion, the applicant will be required ion will be accepted. Identification n of the encroachment permit apprurce agency permits.	lifornia Environmental Qua tal impacts within the Caltr naterials are not included v to acquire and provide thes n of avoidance and/or mitig	lity Act (CEQA) ans' R/W, and any vith the encroachment per te to Caltrans before the p gation measures will be a	ermit	
Permits	nal information regarding encroacl Office at (619) 688-6158. Early c hmentpermit.			trans -	
	ave any questions on the comment slopment Review Branch at (619)		ease contact Marisa Hamp	oton of	
Sincere	\mathcal{L}				
,	ARMSTRONG, Chief oment Review Branch				
"Caltrans improves mobility across California"					
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Pipeline Rehabilitation AL-1 Appendix A - Addendum to Mitigated Negative Declaration

RESPONSE TO COMMENTS

DEPARTMENT OF TRANSPORTATION (9/28/2011)

2. The comment letter has been forwarded to the applicant department and it is acknowledged that any work conducted within the Caltrans R/W will require an approved encroachment permit by Caltrans.

3. The applicant department acknowledges that they must provide the certified CEQA document to Caltrans prior to the approval of an encroachment permit.

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6	STATE OF CALIFORNIA	<u>i. Brown, Jr., Governor</u>	
,	NATIVE AMERICAN HERITAGE COMMI ⁶⁴⁵ 5 CAPITOL MALL, ROOM 364 5 ACRAMENTO, CA 35814 (916) 653-6251 Fax (916) 657-5390	01ear 10/13/2011	
	Web Site <u>www.nahc.ca.dov</u> ds_nahc@pacball.net Septe	ember 27, 2011	RECEIVED
	Mr. Jeffrey Szymanski, Environmental Pla City of San Diego Development 1222 First Avenue, MS 501 San Diego, CA 92101		STATE CLEARING HOUSE

Re: SCH#2011091045; CEQA Notice of Completion; proposed Mitigated Negative	
Declaration for the "Citywide Pipeline Projects 2011, City Project No. 255100;" locat	ed
in the City of San Diego: San Diego County, California.	_

Dear Mr. Szymanski:

5.

The Native American Heritage Commission (NAHC), the State of California 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code §21070 and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. 3rd 604). The NAHC wishes to comment on the proposed project.

This letter includes state and federal statutes relating to Native American historic properties of religious and cultural significance to American Indian tribes and interested Native American individuals as 'consulting parties' under both state and federal law. State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9.

The California Environmental Quality Act (CEQA – CA Public Resources Code 21000-21177, amendments effective 3/18/2010) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per the CEQA Guidelines defines a significant impact on the environment as 'a substantial, or potentially substantial, adverse change in any of physical conditions within an area affected by the proposed project, including ...objects of historic or aesthetic significance." In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE), and if so, to mitigate that effect. The NAHC Sacred Lands File (SLF) search resulted as follows: Native American cultural resources were identified in several areas of the City of San Diego.

The NAHC "Sacred Sites,¹ as defined by the Native American Heritage Commission and the California Legislature in California Public Resources Code §§5097.94(a) and 5097.96. Items in the NAHC Sacred Lands Inventory are confidential and exempt from the Public Records Act pursuant to California Government Code §6254 (r).

Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries of cultural resources or burial sites once a project is underway, Culturally affiliated tribes and individuals may have knowledge of the religious and cultural significance of the historic properties in the project area (e.g. APE). We strongly urge that you

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011)

4. Comment noted. Staff acknowledges that Native American cultural resources have been identified within several areas of the City of San Diego. Archaeological and Native American monitoring has been included as mitigation within the MND and would preclude a substantial adverse change in the significance of historical resources.

5. Comment noted. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council. This new group will be included in the distribution of the final MND and will also added to the City's list for distribution of draft environmental documents which include a discussion of archaeological and/or Native American cultural resources.

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make contact with the list of Native American Contacts on the attached <u>list of Native American</u> <u>contacts</u>, to see if your proposed project might impact Native American cultural resources and to obtain their recommendations concerning the proposed project. Pursuant to CA Public Resources Code § 5097.95, the NAHC requests that the Native American consulting parties be provided pertinent project information. Consultation with Native American communities is also a matter of environmental justice as defined by California Government Code §65040.12(e). Pursuant to CA Public Resources Code §5097.95, the NAHC requests that pertinent project information be provided consulting tribal parties. The NAHC recommends avoidance as defined by CEQA Guidelines §15370(a) to pursuing a project that would damage or destroy Native American cultural resources.

Consultation with tribes and interested Native American consulting parties, on the NAHC list, should be conducted in compliance with the requirements of federal NEPA and Section 106 and 4(f) of federal NHPA (16 U.S.C. 470 *et seq*), 36 CFR Part 800.3 (f) (2) & .5, the President's Council on Environmental Quality (CSQ, 42 U.S.C 4371 *et seq*. and NAGPRA (25 U.S.C. 3001-3013) as appropriate. The 1992 Secretary of the Interiors Standards for the Treatment of *Historic Properties* were revised so that they could be applied to all historic resource types included in the National Register of Historic Places and including cultural landscapes. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful, supportive guides for Section 106 consultation. The aforementioned Secretary of the Interior's *Standards* include recommendations for all 'lead agencies' to consider the <u>historic context</u> of proposed projects and to "research" the <u>cultural landscape</u> that might include the 'area of potential effect.'

Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254(r) and may also be protected under Section 304 of he NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National Register of Historic Places. The Secretary may also be advised by the federal Indian Religious Freedom Act (cf. 42 U.S.C., 1996) in issuing a decision on whether or not to disclose items of religious and/or cultural significance identified in or near the APEs and possibility threatened by proposed project activity.

Furthermore, Public Resources Code Section 5097.98, California Government Code §27491 and Health & Safety Code Section 7050.5 provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery'.

To be effective, consultation on specific projects must be the result of an ongoing relationship between Native American tribes and lead agencies, project proponents and their contractors, in the opinion of the NAHC. Regarding tribal consultation, a relationship built around regular meetings and informal involvement with local tribes will lead to more qualitative consultation tribal input on specific projects.

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

- 6. Please see Response to Comment 5. In addition, the MND includes mitigation requirements that would require the preparation of background research including a ¼ mile radius archaeological record search at the South Coastal Information Center prior to the commencement of construction. The record search of the surrounding area would provide the historic context and inform the consultant of the cultural landscape for the APE of the project.
- 7. Comment acknowledged,
- Please see Section III and IV of the MMRP under Historical Resources (Archaeology). Mitigation measures are in place in case of discovery of human remains and archaeological resources during construction that would ensure compliance with Public Resources Code Section 5097.98, California Government Code §27491 and Health and Safety Code Section 7050.5
- 9. Comment noted. The City has gone to great efforts to establish and maintain productive working relationships with the Native American community.

8 -Sinzerety 1 Dave Singleton Program Analys State Clearinghouse Cc:

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Attachment: Native American Contact List

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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RESPONSE TO COMMENTS

Iamul Indian Village Kenneth Meza, Chairperson ².O. Box 612 Diegueno/Kumeyaay Jamul CA 91935 amulrez@sctdv.net 619) 669-4785 619) 669-48178 - Fax

Vesa Grande Band of Mission Indians Vark Romero, Chairperson P.O Box 270 Diegueno Santa Ysabel, CA 92070 mesagrandeband@msn.com (760) 782-3818 (760) 782-9092 Fax

Kumeyaay Cultural Heritage Preservation Paul Cuero 36190 Church Road, Suite 5 Diegueno/Kumeyaay Campo , CA 91906 (619) 478-9046 (619) 478-9505 (619) 478-5818 Fax

Kwaaymii Laguna Band of Mission Indians Carmen Lucas P.O. Box 775 Diegueno -Pine Valley , CA 91962 (619) 709-4207 Inaja Band of Mission Indians Rebecca Osuna, Spokesperson 2005 S. Escondido Blvd. Diegueno Escondido , CA 92025 (760) 737-7628 (760) 747-8568 Fax

Kumeyaay Cultural Repatriation Committee Steve Banegas, Spokesperson 1095 Barona Road Diegueno/Kumeyaay Lakeside , CA 92040 (619) 742-5587 - cell (619) 742-5587 (619) 443-0681 FAX

Ewilaapaayp Tribal Office Will Micklin, Executive Director 4054 Willows Road Diegueno/Kumeyaay Alpine , CA 91901 wmicklin@leaningrock.net (619) 445-6315 - voice (619) 445-9126 - fax

Ewilaapaayp Tribal Office Michael Garcia, Vice Chairpe	erson
4054 Willows Road	Diegueno/Kumeyaay
Alpine , CA 91901	5 , , ,
mlchaelg@leaningrock.net	1
(619) 445-6315 - voice (619) 445-9126 - fax	

is list is current only as of the date of this document.

stribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, ction 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

is list is applicable for contacting local Native Americans with regard to cultural resources for the proposed :CH#2011091045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located the City of San Diego; San Diego; California.

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NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

ona Group of the Capitan Grande vin Romero, Chairperson 15 Barona Road Diegueno Ceside , CA 92040 1@barona-nsn.gov 9) 443-6612 1-443-0681

Posta Band of Mission Indians endolyn Parada, Chairperson Box 1120 Diegueno/Kumeyaay ulevard , CA 91905 arada@lapostacasino. 9) 478-2113 3-478-2125

n Pasqual Band of Mission Indians en E. Lawson, Chairperson) Box 365 Diegueno lley Center, CA 92082 enl@sanpasqualband.com i0) 749-3200 i0) 749-3876 Fax

ay Nation of Santa Ysabel gil Perez, Spokesman) Box 130 Diegueno inta Ysabel, CA 92070 andietaylor@yahoo.com 50) 765-0845 50) 765-0320 Fax Sycuan Band of the Kumeyaay Nation Danny Tucker, Chairperson 5459 Sycuan Road Diegueno/Kumeyaay El Cajon , CA 92021 ssilva@sycuan-nsn.gov 619 445-2613 619 445-1927 Fax

Viejas Band of Kumeyaay Indians Anthony R. Pico, Chairperson PO Box 908 Diegueno/Kumeyaay Alpine CA 91903 jrothauff@viejas-nsn.gov (619) 445-3810 (619) 445-5337 Fax

Kumeyaay Cultural Historic Committee Ron Christman 56 Viejas Grade Road Alpine , CA 92001 (619) 445-0385

Campo Kumeyaay Nation Monique LaChappa, Chairperson 36190 Church Road, Suite 1 Diegueno/Kumeyaay Campo , CA 91906 miachappa@campo-nsn.gov (619) 478-9046 (619) 478-5818 Fax

st is current only as of the date of this document

xution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, In 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

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RESPONSE TO COMMENTS

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

P.O. Box 1120

(619) 478-2113

Boulevard , CA 91905

Kumeyaay Cultural Repatriation Committee Bernice Paipa, Vice Spokesperson

Diegueno/Kumeyaay

bai Nation of Santa Ysabel Slint Linton, Director of Cultural Resources '.O. Box 507 Diegueno/Kumeyaay Santa Ysabel. CA 92070 Jilnton73@aol.com 760) 803-5694 Jilnton73@aol.com

Janzanita Band of the Kumeyaay Nation
.eroy J. Elliott, Chairperson>.O. Box 1302Diegueno/Kumeyaay
3oulevard3oulevard, CA 91905619) 766-4930619) 766-4957 - FAX

Kumeyaay Diegueno Land Conservancy M. Louis Guassac P.O. Box 1992 Diegueno/Kumeyaay Alpine , CA 91903 Juassacl@onebox.com (619) 952-8430

Inter-Tribal Cultural Resource Council Frank Brown, Coordinator 240 Brown Road Diegueno/Kumeyaay Alpine , CA 91901 FIREFIGHTER69TFF@AOL. COM ((619) 884-8437

s list is current only as of the date of this document.

tribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, :tion 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

s list is applicable for contacting local Native Americans with regard to cultural resources for the proposed CH#2011091045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located he City of San Diego; San Diego California.

NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued



OCT 1 0 2011

Jeffrey Szymanski, Associate Planner City of San Diego, Development Services Department 1222 First Avenue MS 501 San Diego, CA 92101

Dear Mr. Szymanski,

IS/MND) FOR THE CITY OF SAN DIEGO (CITY); CITYWIDE PIPELINE PROJECTS 2011 (PROJECT); SAN DIEGO COUNTY; STATE CLEARINGHOUSE NO.2011091045

We understand the City maybe pursuing Clean Water State Revolving Fund (CWSRF) financing for this Project. As a funding agency and a State agency with jurisdiction by law to preserve, enhance, and restore the quality of California's water resources, the State Water Resources Control Board (State Water Board) is providing the following information for the environmental document prepared for the Project.

Please provide us with the following documents applicable to the proposed Project: (1) 2 copies of the draft and final IS/MND, (2) the resolution adopting/certifying the IS/MND making California Environmental Quality Act (CEQA) findings, (3) all comments received during the review period and the City's response to those comments, (4) the adopted Mitigation Monitoring and Reporting Program, and (5) the Notice of Determination filed with the Governor's Office of Planning and Research State Clearinghouse. In addition, we would appreciate notices of any hearings or meetings held regarding environmental review of any projects to be funded by the State Water Board.

The State Water Board, Division of Financial Assistance, is responsible for administering CWSRF funds. The primary purpose for the CWSRF Program is to implement the Clean Water Act and various state laws by providing financial assistance for wastewater treatment facilities necessary to prevent water pollution, recycle water, correct nonpoint source and storm drainage pollution problems, and provide for estuary enhancement, and thereby protect and promote health, safety and welfare of the inhabitants of the state. The CWSRF Program provides low-interest funding equal to one-half the most recent State General Obligation Bond Rates with a 20-year term. Applications are accepted and processed continuously. Please refer to the State Water Board's CWSRF website at www.waterboards.ca.gov/water issues/programs/grants_loans/srf/index.shtml.

The CWSRF Program is partially funded by the U.S. Environmental Protection Agency and requires additional "CEQA-Plus" environmental documentation and review. Four enclosures are included that further explain the environmental review process and some additional federal requirements in the CWSRF Program. The State Water Board is required to consult directly with agencies responsible for implementing federal environmental laws and regulations. Any environmental issues raised by federal agencies or their representatives will need to be resolved prior to State Water Board approval of a CWSRF funding commitment for the proposed Project.

CHARLES R. HOPPIN, CHAIRMAN | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 | Street, Sacramento, CA 95814 | Malling Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

S RECYCLED PAPER

STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

10. This comment does not address the adequacy of the CEQA document; therefore no response is necessary. The comment letter has been forwarded to the applicant City Department that is preparing the "CEQA-Plus" materials required for the CWSRF Program.

- 2 -

The City will need to identify whether the Project will involve any direct effects from construction activities or indirect effects, such as growth inducement, that may affect federally listed threatened, endangered, or candidate species that are known, or have a potential to occur on-site, in the surrounding areas, or in the service area, and to identify applicable conservation measures to reduce such effects.

In addition, CWSRF projects must comply with federal laws pertaining to cultural resources, specifically Section 106 of the National Historic Preservation Act. The State Water Board has responsibility for ensuring compliance with Section 106 and the State Water Board's Cultural Resources Officer (CRO) must consult directly with the California State Historic Preservation Officer (SHPO). SHPO consultation is initiated when sufficient information is provided by the CWSRF applicant. Please contact the CRO, Ms. Cookie Him, at (916) 341-5690, to find out more about the requirements, and to initiate the Section 106 process if the City decides to pursue CWSRF financing. Note that the City will need to identify the Area of potential Effects (APE), including construction and staging areas and the depth of any excavation. The APE is three-dimensional and includes all areas that may be affected by the Project. The APE includes the surface area and extends below ground to the depth of any Project excavations. The records search request should be made for an area larger than the APE. The appropriate area varies for different projects but should be drawn large enough to provide information on what types of sites may exist in the vicinity.

Other federal requirements pertinent to the Project under the CWSRF Program include the following:

- A. Compliance with the federal Clean Air Act: (a) Provide air quality studies that may have been done for the Project; and (b) if the Project is in a nonattainment area or attainment area subject to a maintenance plan; (i) provide a summary of the estimated emissions (in tons per year) that are expected from both the construction and operation of the Project for each federal criteria pollutant in a nonattainment or maintenance area, and indicate if the nonattainment designation is moderate, serious, or severe (if applicable); (ii) if emissions are above the federal de minimis levels, but the Project is sized to meet only the needs of current population projections that are used in the approved State Implementation Plan for air quality, quantitatively indicate how the proposed capacity increase was calculated using population projections.
- B. Compliance with the Coastal Zone Management Act: identify whether the Project is within a coastal zone and the status of any coordination with the California Coastal Commission.
- C. Protection of Wetlands: Identify any portion of the proposed Project area that may contain areas that should be evaluated for wetlands or U.S. waters delineation by the U.S. Army Corps of Engineers (USACE), or require a permit from the USACE, and identify the status of coordination with the USACE.
- D. Compliance with the Migratory Bird Treaty Act: List any birds protected under this Act that may be impacted by the Project and identify conservation measures to minimize impacts

STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

The State Water Board has no comments at this time. Thank you for the opportunity to review the City's IS/MND. If you have any questions or concerns, please feel free to contact me at (916) 341-5855 or akashkoli@waterboards.ca.gov, or Terry Singleton at (916) 341-5686 or TSingleton@waterboards.ca.gov.

Sincerely,

Ahnd Kighted

Ahmad Kashkoli Environmental Scientist

- cc: State Clearinghouse w/o enclosures (Re: SCH# 2011091045) P. O. Box 3044 Sacramento, CA 95812-3044
- bcc: Lisa Lee, DFA Cookie Hirn, DFA Ahmad Kashkoli, DFA Pete Mizera, DFA

Enclosures (4)

- 1. SRF & CEQA-Plus Requirements
- 2. Quick Reference Guide to CEQA Requirements for State Revolving Fund Loans
- 3. Instructions and Guidance for "Environmental Compliance Information"
- 4. Basic Criteria for Cultural Resources Reports

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STATE WATER RESOURCES CONTROL BOARD (9/10/2011)

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STATE OF CALIFORNIA Governor's Office of Planning and Research State Clearinghouse and Planning Unit



RESPONSE TO COMMENTS

CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)

Edmund G, Brown Jr, Governor

October 14, 2011

Jeffrey Szymanski City of San Diego 1222 First Avenue, MS-501 San Diego, CA 92101

Subject: Citywide Pipeline Projects 2011 SCH#: 2011091045

Dear Jeffrey Szymanski:

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on October 13, 2011. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental docungent.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2011091045) when contacting this office.

Sincerely,

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Director, State Clearinghouse

Enclosures cc: Resources Agency

> 1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044 TEL (916) 445-0613 FAX (916) 323-3018 www.spr.cs.gov

- 11. The City acknowledges that the comment letter from The California Department of Fish and Game (CDFG) was received after the end of the state review period ended.
- 12. The City responses to the CDFG comment letter are included herein.



Subject: Comments on the Draft Mitigated Negative Declaration for Citywide Pipeline Projects, City of San Diego, San Diego County, California (Project No. 255100; SCH #2011091045)

Dear Mr. Szymanski:

The Department of Fish and Game (Department) has reviewed the above-referenced draft Mitigated Negative Declaration (MND), dated September 14, 2011. The comments provided herein are based on information provided in the draft MND, our knowledge of sensitive and declining vegetation communities in the County of San Diego, and our participation in regional conservation planning efforts.

The following statements and comments have been prepared pursuant to the Department's authority as Trustee Agency with jurisdiction over natural resources affected by the project (CEQA Guidelines §15386) and pursuant to our authority as a Responsible Agency under CEQA Guidelines Section 15381 over those aspects of the proposed project that come under the purview of the California Endangered Species Act (Fish and Game Code §2050 et seq.) and Fish and Game Code Section 1600 et seq. The Department also administers the Natural Community Conservation Planning Program (NCCP). The City of San Diego (City) participates in the NCCP program by implementing its approved Multiple Species Conservation Program (MSCP) Subarea Plan.

The proposed project covers five 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 project description specifies that the construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within City Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction with private easements from the PROW to the service connection. The types of projects evaluated in the analysis consists of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, manholes and other necessary appurtenances. The project scope defines that all associated equipment would be staged in existing PROW adjacent to the proposed work area(s). The project analysis concludes that no impact would occur to Sensitive Biological Resources or Environmentally Sensitive Lands as defined by the Land Development Code and the project would not encroach into the City's Multi-Habitat Planning Area (MHPA).

Conserving California's Wildlife Since 1870

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011)

If Mr. Jeffery Szymanski

October 11, 2011

Page 2 of 3

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We offer our recommendations and comments to assist the City in avoiding, minimizing, and adequately mitigating project related impacts to biological resources, and to ensure that the project is consistent with ongoing regional habitat planning efforts.

1. The initial study references that along with the environmental analysis that covers the five near-term pipeline projects, any subsequent future pipeline projects would be reviewed for consistency with the analysis covered in the Citywide Pipeline Project MND. Further, the initial study states "Where it can be determined that the project is "consistent" with the 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." From a substantive and procedural context of CEQA, the Department considers the application of all forthcoming analysis covering "any subsequent future pipeline projects" as tiering upon the project MND; consequently we consider the City's environmental determination problematic. Lacking supplemental guidance from the lead agency, the Department interprets this approach as essentially "tiering" upon this MND as all similar types of "future pipeline projects" will be processed under an addendum to the adopted document. If it is the City's intent to tier upon this MND and apply it to those future pipeline projects, we would focus attention to CEQA Guidelines, Section 15152(b) and Public Resources Code, Sections 21093-21094, which defines tiering as being appropriate when the sequence of analysis is from an environmental impact report (EIR) prepared for a general plan, policy, or program to an EIR or negative declaration for another plan, policy or program of lesser scope, or to a site-specific EIR or negative declaration. Additionally, we would highlight Public Resources Code, Section 21166 which precludes any future projects with significant impact from tiering.

Based on the relevant CEQA sections cited above, the City's approach to essentially "tier" upon this MND has not been fully supported in the analysis. The presumption provided in the initial study is that at the time when the City can determine that any forthcoming project is "consistent" with the baseline analysis provided in the project MND, any subsequent CEQA analysis/processing would be limited to preparing an Addendum to this MND. In contrast, when considering CEQA Guidelines, Section 15162(a), we believe that It has been misapplied as currently explained in the processing guidance provided in this MND (i.e., §15162 is being applied to cover future projects when clearly the intent of §15162 is limited to a single project). Therefore, we request that the City reevaluate the statutory mandates under the CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an adopted environmental document.

2. The biological resources analysis determined that for those five near-term projects that are located within the public right-of-way no significant project-related impacts on biological resources would occur. Compliance with CEQA is predicated on a complete and accurate description of the "environmental setting" that may be affected by the proposed project. We feel there is limited information in adequately defining (1) over-all width of the PROW (e.g., are there areas of the PROW that extend outside existing paved roadways); (2) proximity to environmentally sensitive lands to the PROW; and (3) accurate environmental baseline conditions of all proposed staging areas (which should include a qualified biologist evaluating those existing site conditions). Absent a complete and accurate description of the existing physical conditions in and around all of the projects, we believe relying on the current environmental determination in this MND could result in an incomplete or inaccurate

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

13. The discussion within CEQA Guidelines section 15152(B) discusses tiering documents in terms of EIRs; however, the section does not definitively state that tiering documents require the preparation of an EIR and often times the term EIR is used universally to refer to MNDs and NDs. (See also Guidelines section 15152 (b): "Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects ...") Please refer to CEQA Guidelines section 15064 (Determining the Significance of the Environmental Effects Caused by a Project) which clearly states when the preparation of an EIR would be required. In accordance with CEQA Guidelines section 15064(a)(1) a draft EIR is prepared when there is substantial evidence, in light of the whole record before a lead agency, that a project may have a significant effect on the environment. Guidelines section 15064(t)(3) also provides: "(3) If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration (Friends of B Street v. City of Hayward (1980) 106 Cal. App. 3d 988).

In accordance with CEQA Guidelines section 15063 the City conducted an Initial Study of the Citywide Pipeline project and it was determined that the project, with mitigation, would not result in significant unmitigated impacts and an MND was prepared.

In addition, the comment letter from CDFG states that Public Resources Code, section 21166 precludes future projects with significant impacts from tiering. As mentioned above, an Initial Study was conducted and significant impacts were not identified which could not be mitigated to below a level of significance.

The MND analyzes Citywide pipeline projects on a "programmatic" level (i.e., as a whole at a broad level of detail), but also analyzes the proposed projects on a site-specific basis where appropriate. As stated in the draft MND subsequent pipeline projects located within the developed public right of way will be reviewed and where it can be determined that the project is consistent with the MND pursuant to CEOA Guidelines section 15162 any necessary CEOA document will be prepared or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to CEOA Guidelines section 15164. Pursuant to CEQA Guidelines section 15162 the Lead Agency has the ability to analyze proposed projects with previously certified environmental documents and neither CEOA Guidelines sections 15162 or 15164 limit the application to an individual project. In fact, CEQA Guidelines section 15162 (b) states: "If charges to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation."

The City has utilized this procedure numerous times in the past without challenge. We note that CDFG has used the programmatic MND procedure in the past as well. However, we welcome your additional input on this issue as we continue to evaluate the statutory mandates under CEQA and the circumstances for when any subsequent future pipeline projects could be processed from an approved environmental document as you requested we do in your October 11, 2011 comment letter.

analysis of project-related environmental impacts by the City. Also, the initial study discusses that near-term projects may be located in close proximity to, or adjacent to the City's MHPA, but not within the MHPA. The CEQA is intended to foster informed public decision making, therefore we believe that it would have been appropriate to include corresponding figures in the initial study that depict the MHPA boundaries in relationship to all of the anticipated construction-related activities. There is the intent provided in the MND to avoid any direct, indirect and cumulatively significant impacts to environmentally sensitive lands, however whether there is sufficient information provided in the environmental analysis to demonstrate that condition remains in question. Additionally, in evaluating the MHPA Land Use Adjacency Guidelines that were provided in the MND, there are a number of referrals for development within or adjacent to the MHPA. If it is correct that the near-term projects would entirely avoid the MHPA then it appears appropriate for the mitigation language to specifically state that condition.

3. The initial study identifies that construction for the near-term projects is anticipated to occur during the daytime hours. Should there be any potential for construction activities to occur during evening hours then the mitigation measures that are currently provided in the MND for addressing indirect effects to MHPA preserve lands should be revised to include conditions that specify that all auxiliary construction-related lighting shall be shielded in proximity to the MHPA.

The Department requests the opportunity to review any revision to MND prior to finalization to ensure that the comments and recommendations, contained herein, are adequately addressed. We appreciate the opportunity to comment on the MND for this project and to assist the City in further minimizing and mitigating project impacts to biological resources. If you have questions or comments regarding this letter, please contact Paul Schlitt of the Department at (858) 637-5510.

Sincerely,

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Edmund Pert Regional Manager South Coast Region

cc: State Clearinghouse, Sacramento Patrick Gower, USFWS, Carlsbad Paul Schlitt, San Diego

CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued

- 14. The MND and Initial Study Checklist have been updated to include a thorough description of the projects that are adjacent to the MHPA. In addition, a graphic have been added for Group Job 949 - Site 2 which depicts the project location in relation to the MHPA. The Land U se Adjacency Guidelines (LUAGL) provides additional assurances that development adjacent to the MHPA would not result in direct or indirect edge effects from construction related activities. No projects have been or will be implemented under this MND which are within the MHPA. The LUAGL measures would be implemented when a pipeline project is within 100 feet from the edge of the MHPA and would be monitored for compliance by a qualified biological consultant. The MHPA LUAGL measures in the MND have been modified to eliminate references to "within the MHPA." Please note however, that many existing paved public right-of-ways may cross over areas mapped within the MHPA but would not result in any direct impacts to the MHPA. Please note that Sewer Group 787, which is adjacent to the MHPA, has been removed from this project.
- 15. Please section A. I. 5. of the Land Use MMRP in the MND which requires adequate shielding to protect sensitive habitat. In addition, section A. III. A. 3. of the Land Use MMRP in the MND requires that periodic night inspections be conducted to verify that all lighting adjacent to the MHPA be directed away from the Preserve.

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San Diego County Archaeological Society, Inc.

Environmental Review Committee

5 October 2011

- To: Mr. Jeffrey Szymanski Development Services Department City of San Diego 1222 First Avenuc, Mail Station 501 San Diego, California 92101
- Subject: Draft Mitigated Negative Declaration Citywide Pipeline Project -- 2011 Project No. 255100

Dear Mr. Szymanski:

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

Based on the information in the DMND and initial study, we have the following comments:

- It is not clear why Water Group 949 does not include archaeological monitoring mitigation measures for some or all of the portions where the line is installed in new trenches.
- The last sentence of cultural resources mitigation measure IV.5.d appears to be missing one or more words. The portion in question currently reads "...appropriate treatment measures the human remains and buried with Native American human remains..."

Thank you for the opportunity to review and comment upon this DMND.

Sincerely,

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

cc: SDCAS President File

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

RESPONSE TO COMMENTS

- 16. Water Group 949 would be located in three different areas within the City of San Diego: Skyline-Paradise Hills, University/Clairemont Mesa, and Greater Golden Hill/ Barrio Logan. New trenching would only occur in the Clairemont Mesa area, and existing previously excavated trenches would be utilized in the Greater Golden Hill/Barrio Logan and Skyline-Paradise Hills areas of the City. The University/Clairemont Mesa area is not located on the City of San Diego's Historical Sensitivity Map and therefore archaeological monitoring would not be required for this project segment. As mentioned previously, the existing trenches would be utilized in the other areas where native soils have already been disturbed. Therefore, archaeological monitoring would not be required in these areas.
- 17. Comment noted. Staff has reviewed the section from the MMRP and determined that the language in subsection "d" came directly from the Public Resources Code and three words were somehow omitted when this section of the City MMRP was created. The missing words have been added to section IV.C.5.d of the archaeological MMRP and shown in underline format. The master MMRP has been updated and EAS staff have been notified of the revision for future environmental documents.

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RINCON BAND OF LUISEÑO INDIANS Culture Committee

P.O Box 68 - Valley Center 92082 - (760) 297-2621 (760) 297-2629 fax



September 28, 2011

To whom it may concern

On behalf of the Rincon Band of Luiseño Indians, I have received your letter. We thank you for informing us of the projects you propose and for including us in your research for cultural resource identification on the property. However the area is not in the Luiseno Tribe's territory. We highly recommend that you seek the assistance of the tribes that are located in the area of potential effect.

Although the Rincon Band of Luiseno Indians does not have cultural significance in this area; we would like to recommend the following guidelines. The first recommendation is to contact the tribes in the territory to receive instructions on how to handle any findings appropriately according their custom and tradition. Second to have Native American site monitors on site to identify artifacts that may be found during any ground disturbance in order to have the artifacts handled with dignity and respect; should human remains be discovered follow the California Resource Code 5097.98 and the procedures in this section.

Once again thank you for informing of your project and keeping Native Americans informed of these projects. We wish you success in your endeavors and hope the project is completed with the satisfaction of all parties involved.

Sincerel

Rose Duro Rincon Culture Committee Chair

- 18. Comment noted. Please see Response to Comment 5. The draft MND was sent to all individuals on the recommended list from the NAHC, with the exception of the Inter-Tribal Cultural Resource Council, this group will be included in the distribution of the final MND.
- 19. Please see section B of the General Requirements of the MND and Section A. 1. of the Historical Resources section of the MMRP which requires Native American monitors to be present on-site during all construction related activities.

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Bo Mazzetti	Stephanie Spencer	Charlie Kolb	Steve Stallings	Laurie Gonzale
Tribal Chaiman	Vice Chairwoman	Council Member	Council Member	Council Member





Citywide Pipeline Projects-Project No. 255100 Harbor Drive Pipeline / Project No. 206100

City of San Diego - Development Services Department

figure No. 1











Pipeline Rehabilitation AL-1 Appendix A - Addendum to Mitigated Negative Declaration

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- 1. <u>Project Title/Project number:</u> Citywide Pipeline Projects
- 2. <u>Lead agency name and address</u>: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101
- 3. <u>Contact person and phone number</u>: Jeff Szymanski, Associate Planner, 619-446-5324
- 4. <u>Project location:</u> Near-term and future projects would be located within various public right-of-ways (PROW) within any community planning areas in the City of San Diego. All project sites and areas of potential affect would not support *Sensitive Biological Resources* as defined in the Land Development Code (LDC) §143.0110. Project locations may be within the State Coastal Zone and/or within the City of San Diego's Coastal Zone and/or within Designated Historic Districts. Project locations and the associated areas of potential affect may be adjacent to, but not encroach into the Multi-Habitat Planning Area (MHPA). Specific locations for near-term projects analyzed in this document are included below under Item 8 Description of Project.
- <u>Project Applicant/Sponsor's name and address</u>: City of San Diego, Engineering & Capital Projects Department, <u>City of San Diego</u> Public Utilities Department - Water <u>Department</u> and <u>City of San Diego Metropolitan</u> Waste Water Division (MWWD).
- 6. <u>General Plan designation</u>: City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. However, Right-of-Way is categorized as Road/Freeways/Transportation Facilities in the General Plan.
- 7. <u>Zoning:</u> Near-term and future projects would take place within various Public Right-of-ways and public easements within the City of San Diego. Adjacent zoning may include, but would not be limited to Open Space, Residential, Agricultural, Commercial, and Industrial.
- Description of project (Describe the whole action involved, including but not limited to, later 8. phases of the project, and any secondary, support. or off-site features necessary for its implementation.): 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, <u>new/or replacement fire hydrants</u>, 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).

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

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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.

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 to 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 include 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.

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.

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.

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

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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.

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.

9. Surrounding land uses and setting. Briefly describe the project's surroundings: The scope of the MND is city-wide and future projects would be located within the Right-of-Way, which is categorized as Road/Freeways/Transportation Facilities in the General Plan. Surrounding land uses would vary depending on the location proposed.

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10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): <u>None.</u>

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

	Aesthetics		Greenhouse Gas Emissions		Population/Housing
	Agriculture and Forestry Resources		Hazards & Hazardous Materi	als	Public Services
	Air Quality		Hydrology/Water Quality		Recreation
	Biological Resources	\square	Land Use/Planning		Transportation/Traffic
\boxtimes	Cultural Resources		Mineral Resources		Utilities/Service System
	Geology/Soils		Noise	\square	Mandatory Findings Significance

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

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

I)	Issue AESTHETICS – Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Have a substantial adverse effect on a scenic vista?				\boxtimes
	Near-term or future projects would in new trenching, and abandonment of such as curb ramps, pedestrian ramp. PROW. It is not anticipated that rema- replacement of street lights; therefore	water and/or so s, lateral connector oval and/or repl	ewer alignments ctions, manholes acement of stree	and associated all located bel t trees and the	d improvements low the existing
b)	Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?		\boxtimes		
	Near-term or future projects may investigate state highway; however, any we to ensure that construction related and Additionally, any associated street in required to comply with the mitigation	ork of this type ctivities not imp mprovements, i	would be review bact the integrity f located within	yed by qualified y of the any sc a historic dis	l historical staff cenic resources. trict, would be
c)	Substantially degrade the existing visual character or quality of the site and its surroundings?	· 🔲	\boxtimes		
	Please see I.b.				
d)	Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?		· · · .		\boxtimes
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The scope of development for near-term and/or future projects would predominantly be located below existing grade, with the possible exception of any associated street improvements (e.g. curb ramps, pedestrian ramps, street trees, etc.). The removal and/or replacement of street lights within any particular project alignment would not create a new source of substantial light or glare. Additionally, no associated street improvements would involve the use of highly reflective materials. Therefore, the project would not have the potential to create substantial light or glare impacts.

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

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Issue				Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant No Impact Impact	•
effects,	, lead agenc	ies may refer t	o inform	ation compiled	Incorporated I by the Californ	nia Department of Forestry and	ł
Assess	ment Projec	et and the Fores	st Legac	y Assessment p	project; and fore	the Forest and Range est carbon measurement r Resources Board. – Would	

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

Near-term and/or future pipeline alignments would be located within the developed PROW which would not be classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Any adjacent areas in agricultural production would not be affected by near-term and/or future pipeline projects. Therefore, the project in and of itself would not result in the conversion of farmland to non-agricultural uses.

b)	Conflict with existing zoning for agricultural use, or a Williamson Act Contract?		\boxtimes
	Please see II.a		
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?		

The public right of way and land surrounding any near-term and/or future pipeline alignments is not zoned as forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not conflict with existing zoning for forest land.

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

the project:

The project is located within the developed public right of way and the land surrounding any nearterm and/or future pipeline alignments is not designated forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not convert forest land to a non-forest use.

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e)	environment, wh	or conversion of				

The project would not involve a change in land use and would not impact farmland or forestland.

- III. AIR QUALITY Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations -Would the project:
 - a) Conflict with or obstruct implementation of the applicable air quality plan?

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

b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		\boxtimes	
	Please see III.a			
,	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			

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

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Issue			Significant	with	Significant	No Impact
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below a level of significance. Therefore, any near-term and/or future pipeline alignments would not result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment in the region under applicable federal or state ambient air quality standards.

d) Expose sensitive receptors to substantial pollutant

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

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

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

IV. BIOLOGICAL RESOURCES – Would the project:

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

Near-term and/or future pipeline projects would be limited to development proposals that do not impact Sensitive Biological Resources. Any near-term and/or future actions that would impact Sensitive Biological Resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

b) Have a substantial adverse effect on any riparian habitat or other community identified in local or

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Issue		Potentially Significant	Significant with	Less Than Significant	No Impact
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	regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?		Incorporated		
	See IV. b)				
c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				

Any near-term and/or future pipeline projects would be located in the developed public right of way where wetlands would not be present, either within or adjacent to the project's boundaries. Therefore, any near-term and/or future pipeline projects do not have the potential to impact these resources. Any near-term and/or future actions that would impact wetland resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

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

Any near-term and/or future pipeline projects would not result in adverse impacts on wildlife movement in the project's areas. As previously mentioned above, these projects would be located in the developed public right of way which would not contain wildlife corridors.

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

Any near-term and/or future pipeline projects would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Any near-term and/or future pipeline projects may involve associated street improvements such as the replacement of street trees. However, trees that are covered under any kind of a preservation policy or ordinance would not be part of any future actions. Additionally, future project areas would lack any sensitive biological resources and would not require the removal of any unique or

Issue	2 8		Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	sensitive trees biological reso	s. As such, the projources.	ject would not i	esult in conflict	with local pol	licies protecting
f)	adopted Habit Plan, Natural Conservation	Plan, or other l, regional, or state				
	City's Multi-H Adjacency mit Program (MM	I/or future pipeline p Iabitat Planning Are tigation has been ind (RP) to mitigate ind tial to impact any h MHPA.	ea (MHPA), but corporated into t irect impacts to t	not within the M he Mitigation, M he MHPA. Ther	HPA. MHPA onitoring and F efore, the proje	Land Use Reporting ect does not

- V. CULTURAL RESOURCES Would the project:
 - a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?

The purpose and intent of the *Historical Resources Regulations of the Land Development Code(Chapter14, Division 3, and Article 2)* is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises.

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CEQA requires that before approving discretionary projects, the Lead Agency must identify and examine the significant adverse environmental effects, which may result from that project. A project that may cause a substantial adverse change in the significance of a historical resource may have a significant effect on the environment (Sections 15064.5(b) and 21084.1). A substantial adverse change is defined as demolition, destruction, relocation, or alteration activities, which would impair historical significance (Sections 15064.5(b)(1)). Any historical resource listed in, or eligible to be listed in the California Register of Historical Resources, including archaeological resources, is considered to be historically or culturally significant.

Near-term and/or future pipeline projects may include future actions that would be analyzed for the potential to impact archaeological resources. For those proposals that include ground disturbing activities and are located within mapped areas of the City that indicate a potential for the discovery of archaeological resource, monitoring would be required. As such, when required, archaeological monitoring would reduce potential impacts to archaeological resources to below a level of significance.

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Any near-term or future project which is located within a designated historical district would be subject to review by qualified historical staff to determine whether the project would have an adverse effect on the district requiring specific mitigation, as detailed in Section V., of the MND or if the project requires further review in accordance with the Historical Resources Regulations. A project which would adversely affect a designated historical district because it could not comply with the Secretary of the Interior Standards or implement the required MMRP would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.

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 b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Near-term and/or future pipeline projects would include work that requiring trenching in areas where there is a potential for archaeological resources to be encountered. As such, the requirement for archaeological monitoring has been included in the MMRP. Projects that would have a direct impact on a recorded or designated archaeological site which requires Phase 2 Testing and mitigation measures (e.g. Archaeology Date Recovery Program) would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA. Projects which could be found to be adequately covered under this MND and only require monitoring would not result in a significant adverse change in the significance of a resource pursuant to §15064.5 with implementation of the MMRP identified in Section V., of the MND.

c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Near-term and/or future pipeline projects may include work that is underlain by sensitive fossil bearing formations which could be impacted if trenching is anticipated at depths greater than 10 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources.

To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce potential impacts to below a level of significance.

d) Disturb any human remains, including those interred outside of formal cemeteries?

A potential to encounter human remains during construction activity within the City's public right-of-way exists for any near-term or future pipeline alignment project; especially in areas where work would occur within high sensitivity areas for archaeological resources which can include Native American remains. Mitigation measures addressing the unanticipated discovery

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of Native American human remains are included in Section V of the MMRP. Implementation of these measures would reduce potential unanticipated impacts to below a level of significance.

For projects that are not covered under this environmental document (e.g., meet the criteria for a Statutory or Categorical Exemption under CEQA), then standard language regarding the unanticipated discovery of human remains of unknown origin found in the *City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK")* would take precedence. Upon notification by the Contractor of the discovery of human remains of unknown origin, these requirements require that the Engineer shall immediately notify the San Diego County Coroner to start the investigation process, in accordance with the California Health and Safety Code §§7050.5 and 7051 and the California Public Resources Code.

VI. GEOLOGY AND SOILS - Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
 - Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Near-term and/or future pipeline projects would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would be below a level of significance.

ii) Strong seismic ground shaking?

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Near-term and/or future pipeline projects would not expose people or structures to strong seismic ground shaking. The design of the proposed project and any subsequent projects would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

iii) Seismic-related ground failure, including

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Less Than Potentially Significant Less Than Significant Issue with Significant No Impact Impact Mitigation Impact Incorporated liquefaction? The design of any near-term and/or future pipeline projects would utilize proper engineering design standard construction practices to ensure that the potential for impacts from seismicrelated ground failure, including liquefaction would be below a level of significance. \square iv) Landslides? Near-term and/or future pipeline projects would not include actions that would expose people or structures to the risk of loss, injury, or death involving landslides. Pipeline design for projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance. b) Result in substantial soil erosion \boxtimes or the loss of topsoil? Construction of the near-term and/or future pipeline projects covered under this MND would take place within the developed public right of way. Any disturbances to streets and alleys would be replaced in kind. Additionally, appropriate BMPs aimed at preventing soil erosion would be incorporated during construction and design of the project. As such, project implementation would not result in a substantial amount of soil erosion or loss of topsoil. c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the \square project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? Near-term and/or future pipeline projects are located entirely within the City's PROW (See project descriptions). It is possible, that any near-term and/or future projects may be located throughout the City within the Public Right-of-Way and may be located within various Geologic Hazard Categories. However, proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant. d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), \boxtimes creating substantial risks to life or property?

The design of any near-term and/or future pipeline projects would utilize proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

Issue			Potentially Significant Impact	Less Than Significant with Mitigation	Less Than Significant Impact	No Impact
supp alter syste	oorting the unative wast ems where a able for the	pable of adequately use of septic tanks or te water disposal sewers are not e disposal of waste				

The design of any near-term and/or future pipeline projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.

VII. GREENHOUSE GAS EMISSIONS - Would the project:

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

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

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CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually. This 900 metric ton threshold is roughly equivalent to 35,000 square feet of office space, 11,000 square feet of retail, 50 single-family residential units, 70 multi-family residential units and 6,300 square feet of supermarkets.

Since any future pipeline projects covered in this CEQA document do not fit in the categories listed above, a GHG modeling analysis would be conducted for each project.

A GHG modeling analysis was conducted for each near-term project also covered in the MND. This modeling was conducted to determine the level of GHG emissions. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs and was utilized to quantify the project's GHG emissions. The model utilizes project information (e.g. total construction months, project type, construction equipment, grading quantities and the total disturbance area, etc.) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects.

Harbor Drive project: Results of the Roadway Construction Emissions Model output demonstrated that during the 6 months of construction the project would generate approximately 250 metric tons of emissions per year. On an annualized basis, the output would be approximately 500 metric tons per year. The output for the project falls well below the 900 metric ton per year figure. Therefore, based

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

upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer/Water Job 732: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, this project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer-Group-787: Results of the Roadway Construction Emissions Model output demonstrated that this project would produce a total of 555.9 metric tons of CO2 during the 19 month construction period. Assuming a September start, 117.0 metric tons would be generated in the second year, and 87.8 metric tons of CO2 would be generated in the third year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 914: Results of the Roadway Construction Emissions Model output demonstrated that this project's duration is 14 months and assuming a September start date the project would produce 141.5 metric tons of CO2 in the first year, and 353.7 metric tons of CO2 in the second year. The project's estimated GHG emissions results are well below the 900 metric tons of CO2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 949: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, the project would produce 162.5 metric tons of CO2 in the first year and 0 metric tons of CO2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

For a determination of whether future projects would be consistent with this MND, the Roadway Construction Emissions Model can be utilized. If the output is less than 900 metric tons of GHG annually, then no further analysis is needed and the project would be consistent with the GHG analysis in this document. If, however, the output from the Roadway Construction Emission Model is greater than 900 metric tons annually, then a formal GHG Analysis would be conducted incorporating appropriate mitigation measures. If the analysis indicates project implementation would result in 900 metric tons or more annually, then the project would not be consistent with the GHG analysis in this MND as the project would be required to incorporate mitigation to reduce its GHG output by 30% compared to the California Air Resources Board (CARB) 2020 business-as-usual forecast and a new Initial Study and MND would be prepared pursuant to CEQA.

b) Conflict with an applicable plan, policy, or regulation adopted for the

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purpose of reducing the emissions of greenhouse gases?

Please see VII.a. It is anticipated that the any near-term and/or future pipeline projects would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

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

the environment?

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

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

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

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

Several of the near-term projects are located within a ¹/₄ mile radius of an existing or proposed school

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and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the PROW. The same would be true for any future projects that may be proposed within ¼ mile of an existing or proposed school and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered. In both cases, §803 of the City of San Diego's "*WHITEBOOK*" is included in all construction documents to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

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

Although none of the near-term project alignments covered in the document are identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, future projects could be located within close proximity to hazardous materials sites or within 1,000 feet from leaking USTs. However, as previously outlined in VIII a-c above, specific measures have been or will be incorporated into the contract specifications to address any contaminated soils encountered during construction related activities in accordance with local, state, and federal regulations. Therefore, with implementation of measures contained in the contract specifications, potential hazards would be reduced to below a level of significance.

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

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Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within or in close proximity to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Since these near-term projects and any future projects are linear underground projects, construction of these types of projects would not introduce any new features that would result in a safety hazard for people residing in or working in the area or create a flight hazard.

f) For a project within the vicinity of a private airstrip, would the project

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I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	result in a safety hazard for people residing or working in the project area?		Incorporated		
	None of the near-term or future proje airstrip; no provide airstrips are locate therefore, no impact would result unde	ed with the juris			
g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				\boxtimes
	Construction of any near-term or future the project Area of Potential Effect (a Control Plan would be implemented of employed. Therefore, the project would plan or emergency evacuation plan.	APE) and its ad luring construction	joining roads. on which would	However, an a d allow emerge	approved Traffic ency plans to be
h)	Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				

Construction of any near-term or future projects would be located within the City's Public Right-of-Way and would not be located within or adjacent wildlands that could pose a threat of wildland fires. Additionally, sewer and water infrastructure projects would not introduce any new features that would increase the risk of fire.

- IX. HYDROLOGY AND WATER QUALITY Would the project:
 - a) Violate any water quality standards or waste discharge requirements?

Potential impacts to existing water quality standards associated with the any near-term and/or future projects would include minimal short-term construction-related erosion/sedimentation, but would not include any long term operational storm water impacts. Any near-term and/or future projects would be required to comply with the City's Storm Water Standards Manual. Depending on the area of disturbance, projects would have to comply with either a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP). These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

b) Substantially deplete groundwater supplies or interfere substantially

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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
with groundwater recharge such that there would be a net deficit in aquife volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearb wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	er Y			
Any near-term and/or future projec projects would not introduce a subs that could interfere with groundwate substantially deplete groundwater sup	tantially large an er recharge. Ther	nount of new im efore, construction	pervious surfac on of these proj	es over ground ects would not

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

Any near-term and/or future projects would be located below the surface of the developed public right of way within paved streets. Upon completion of the installation of the utility lines the streets would be returned to their preexisting conditions. Therefore these projects would not substantially alter any existing drainage patterns.

d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?		
	Please see IX.c.		
e)	Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?		

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		Issue Conformance to BMPs outlined in an Standards would prevent or effectivel near-term and/or future pipeline projec not result in a substantial increase in i water that would exceed the capacity o	y minimize sh ts covered und mpervious surf	ort-term constru er the MND. Ad face, and therefo	action runoff im Iditionally, these are, would not co	pacts from any projects would
	f)	Otherwise substantially degrade water quality? Conformance to BMPs outlined in an Standards would prevent or effectivel near-term and/or future pipeline project	y minimize sh	ort-term constru	ction runoff imp	
	g)	Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				\boxtimes
		The near-term and/or future pipeline pr	ojects would no	ot include the co	nstruction of any	housing.
	h)	Place within a 100-year flood hazard area, structures that would impede or redirect flood flows?				\boxtimes
		The near-term and/or future pipeline pro substantially impact a 100-year flood ha		ot impede the dir	ection of flows o	or
	i)	Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				\boxtimes
		The near-term and/or future pipeline pro the risk associated with flooding beyond	•	-		vould increase
	j)	Inundation by seiche, tsunami, or mudflow?				
		The near-term and/or future pipeline pro the risk associated with seiche, tsunami,	-	-		
X.		LAND USE AND PLANNING Would	l the project:			
	a)	Physically divide an established community?				
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Issue	Less Than Potentially Significant Significant with Impact Mitigation Incorporated	Less Than Significant No Impact Impact
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Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would not introduce new features that could divide an established community.

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

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.

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

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure located entirely within the developed public right of way. Although some projects could be located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan, no conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V. of the MND.

XI. MINERAL RESOURCES - Would the project?

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

Areas surrounding the near-term project alignments are not being used for the recovery of mineral resources. Similarly, these areas are also not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of

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Is	ssue availability of a known mineral res	Less Than Significant with Mitigation Incorporated region and th	No Impact
b)	Result in the loss of availability of locally important mineral resource recovery site delineated on a local general plan, specific plan or other		

Areas surrounding the near-term project alignments have not been delineated as being used for the recovery of mineral resources or designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of availability of a locally important mineral resource recovery site.

XII. NOISE – Would the project result in:

land use plan?

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

Any near-term or future pipeline projects covered under this MND would not in and of itself result in the generation of operational noise levels in excess of existing standards. However, some construction related noise would result, but would be temporary and transitory in nature and strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to noise levels in excess of those covered by existing noise regulations.

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

Any near-term or future pipeline projects covered under this MND would result in negligible ground disturbing vibrations during construction based on the type of equipment being used and the construction methodology being employed for each project type. Noise occurring during construction activities would be temporary and transitory in nature and would be strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to excessive ground disturbing vibration levels after completion of each project.

c) A substantial permanent increase in ambient noise levels in the project

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I	ssue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact	
	vicinity above levels existing without the project?		fileor por aceu			
	Any near-term or future pipeline projec PROW would not permanently increase the project. Please see XII.a & b.					
_ d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?			\boxtimes		
	A portion of one near-term project would be located along Harbor Drive where the existing noise environment is already high due to its proximity to Lindbergh Field and from high traffic patterns surrounding the airport and nearby businesses. Other near-term and/or future projects covered under this MND may occur City-wide and result in temporary construction related noise impacts; however, the increase in noise due to construction activities would be temporary in nature and strictly regulated in accordance with the Municipal Code. These temporary and periodic construction related noise increased would not be considered substantial and therefore, the increase in ambient noise levels would be less than significant. Please see XII.a.					
e)	For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?					
÷	Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within 2 miles of a public airport; specifically to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Although these near-term projects and any future projects are linear underground projects, construction would not in and of itself expose people residing in the area or construction workers to					

construction would not in and of itself expose people residing in the area or construction workers to excessive noise levels beyond those that may currently exist. For projects within proximity to Lindbergh Field and heavily traveled roadways, the ambient noise level is already loud. Strict compliance with OSHA standards for worker safety would ensure that exposure to excessive noise levels would not occur for all other near-term and/or future pipeline projects.

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

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		Potentially	Significant	Less Than	
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None of the near-term projects are located within proximity to a private airstrip and it's not anticipated that any future projects would be either; mainly because no private airstrips are located in the urbanized areas within the City's jurisdictional boundaries. Therefore no impacts in this category would occur.

- XIII. POPULATION AND HOUSING Would the project:
 - a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems in order to keep up with current demand. These projects would not extend any existing roadways into undeveloped areas or introduce any new roadways that could induce population growth and therefore, no impact would occur.

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

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems

c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?		\boxtimes
	See XIII b).		

in order to keep up with current demand. These projects would not displace any housing.

XIV. PUBLIC SERVICES

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

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	ssue performance objectives for any of t public services:	Potentially Significant Imp act	Less Than Significant with Mitigation Incorporated	Less T lan Significant Impact	No Impact
	i) Fire Protection				\boxtimes
	Any near-term or future pipelin Replacement and installation of protection services. Future p disruptions to traffic flow do no	of utility infrastruc rojects may requ	ture would not ire a Traffic	require any new Control Plan to	or altered fire ensure major
	ii) Police Protection				\boxtimes
	Any near-term or future pipelin Replacement and installation of protection services. Future p disruptions to traffic flow do no	f utility infrastructu rojects may requi	re would not re re a Traffic (equire any new o Control Plan to	r altered police ensure major
	iii) Schools				\boxtimes
	Any near-term or future pipeli these projects would not inclu increase demand for schools in	ide construction of		•	•
	v) Parks				\boxtimes
	Any near-term or future pipelin projects would not create deman				herefore, these
	vi) Other public facilities				\boxtimes
	Any near-term or future pipelin gas, or other public facilities. The keep up with current and project	hese projects would			• •
XV.	RECREATION -				
a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			Ò	
	Implementation of the near-term an	nd/or future pipelir	ne projects wou	ild replace and in	nprove utility

infrastructure. The improved infrastructure would not allow for increased access to existing recreation areas. These projects would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, these

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		Less Than Potentially Significant	Less Than
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projects would	not increase the use	of existing recreational areas	s such that substantial physical

deterioration of the facility would occur or be accelerated.

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

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Implementation of the near-term and/or future pipeline projects would replace and improve utility infrastructure and would not include the construction of recreational facilities or require the construction or expansion of recreational facilities.

XVI. TRANSPORTATION/TRAFFIC - Would the project?

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

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's Area of Potential Effect (APE). However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, these projects would not result in an increase of traffic which is substantial in relation to existing traffic capacities.

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

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic would not exceed cumulative or

]	Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
	individual levels of service.		Incorporated		
C)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	, 			X .
	The near-term and any future projec or new features that could affect ai traffic.				
d)	Substantially increase hazards due to a design feature (e.g., sharp curves o dangerous intersections) or incompatible uses (e.g., farm equipment)?				\boxtimes
	The near-term and any future project or design features that would increa City standards and therefore would n	se hazards in the	area. All projec	•	
e)	Result in inadequate emergency access?				\boxtimes
	Construction of the near-term or any the project's APE. However, an appr construction so that there would be a	roved Traffic Con	trol Plan would l		
f)	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	, 			
	Construction of the near-term or any construction activities as it relates to preparation of a Traffic Control Plan significant.	traffic, pedestrian	s, public transit a	nd bicycles. Ho	wever, the
XVII.	UTILITIES AND SERVICE SYSTEM	MS – Would the p	project:		
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				· 🛛

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	Ssue Construction of the near-term or any treatment of wastewater and would Control Board.			r this MND wo	
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				
	Construction of the near-term or any improvements to water and sewer pipe would not result in a significant unmiti	line infrastructu	re. Use of this	s MND is limited	
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				\boxtimes
	Construction of the near-term or any find increase in impervious surfaces as the set these projects would not require the co of existing facilities.	scope is comple	tely within the	City Right-of-V	Vay. Therefore,
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				
	Construction of the near-term or any fu demand for water. These projects would City.				
e)	Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				
	See XVII c)				
f)	Be served by a landfill with sufficient			\boxtimes	

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permitted capacity to accommodate the project's solid waste disposal needs?

Construction of the near-term or any future projects covered under this MND would not result in the demolition of structures. Construction of these projects would likely generate minimal waste. This waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

See XVII f). Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local state and feral regulations.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

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

Any near-term and/or future pipeline projects covered under this MND would be located within the developed public right of way and would not impact any *Sensitive Biological Resources*. Projects that would be located adjacent to the MHPA would be required to incorporate MHPA Land Use Adjacency measures to reduce any potential indirect impacts. As such, indirect impacts would be mitigated to below a level of significance. With respect to historical resources, mitigation for archaeology, paleontology and the built environment have been incorporated into the MND. Each project would be analyzed and a determination made regarding which mitigation measures would be applied in the subsequent environmental document and would be required to comply with the mitigation measures further detailed in Section V of this MND. As a result, project implementation would not result in a significant impact to these resources.

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b) Does the project have impacts that are

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Less Than Potentially Significant Less Than Significant Significant with Issue No Impact Impact Mitigation Impact Incorporated individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?

When viewed in connection with the effects of the near-term projects and any future pipeline projects on a Citywide basis, construction trenching has the potential to impact archaeological and paleontological resources which could incrementally contribute to a cumulative loss of non-renewable resources. However, with implementation of the mitigation measures found in Section V of the MND, this incremental impact would be reduced to below a level of significance.

Although any near-term and/or future projects could be located within a designated historical district, no direct or cumulative impact is anticipated because each project would be subject to review in accordance with the City's Historical Resources Guidelines, and for consistency with the Secretary of the Interior Standards and this environmental document. Measures to reduce potential indirect impacts for projects located within a historic district would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Therefore, no cumulative impact would result under these project types.

Because the near-term and/or future projects would not be located in areas where biological resources could be encountered and would not result in a cumulative loss of resources. Measures to reduce potential indirect impacts for projects located adjacent to the City's MHPA would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Implementation of the MHPA Land Use Adjacency Guidelines is consistent with the MSCP Subarea Plan & FEIR which addressed the cumulative loss of sensitive biological resources and edge effects on the MHPA from future development. Therefore, no cumulative impact would result under these project types.

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

As stated previously, potentially significant impacts have been identified for Paleontological Resources, Archaeological Resources, Historical Resources (Historic Districts) and MHPA Land Use Adjacency. However, mitigation has been included in Section V of this MND to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact to human beings.

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INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.
- _____ Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

III. AIR QUALITY

- California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
- <u>X</u> Regional Air Quality Strategies (RAQS) APCD.
- _____ Site Specific Report:
- IV. BIOLOGY
- X City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- X City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- X City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan Resource Élement.

California Department of Fish and Game, California Natural Diversity Database, "State and

- Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- ____ City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report:

- V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)
- X City of San Diego Historical Resources Guidelines.
- X City of San Diego Archaeology Library.
- X Historical Resources Board List.
- _____ Community Historical Survey:
- _____ Site Specific Report:

VI. GEOLOGY/SOILS

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

VII. GREENHOUSE GAS EMISSIONS

X Site Specific Report: 'Roadway Construction Emissions Models' conducted for each nearterm project (2010 & 2011).

VIII. HAZARDS AND HAZARDOUS MATERIALS

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

IX. HYDROLOGY/WATER QUALITY

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

- X. LAND USE AND PLANNING
- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.
- X Airport Land Use Compatibility Plan: Lindberg Field
- X City of San Diego Zoning Maps
- FAA Determination
- XI. MINERAL RESOURCES
- _____ California Department of Conservation Division of Mines and Geology, Mineral Land Classification.
- Division of Mines and Geology, Special Report 153 Significant Resources Maps.
- X California Geological Survey SMARA Mineral Land Classification Maps.
- _____ Site Specific Report:
- XII. NOISE
- X Community Plan
- X San Diego International Airport Master Plan CNEL Maps.
- _____ MCAS Miramar ACLUP
- _____ Brown Field Airport Master Plan CNEL Maps.
- X Montgomery Field CNEL Maps.
- ____ San Diego Association of Governments San Diego Regional Average Weekday Traffic Volumes.
- _____ San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- _____ City of San Diego General Plan.
- _____ Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

- X City of San Diego Paleontological Guidelines.
- Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego,"
 <u>Department of Paleontology</u> San Diego Natural History Museum, 1996.
- X Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2

Minute Quadrangles," <u>California Division of Mines and Geology Bulletin</u> 200, Sacramento, 1975.

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

XIV. POPULATION / HOUSING

- X City of San Diego General Plan.
- <u>X</u> Community Plan.
- Series 11 Population Forecasts, SANDAG.
- ____ Other:

XV. PUBLIC SERVICES

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

XVI. RECREATIONAL RESOURCES

- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.
- _____ Department of Park and Recreation
- ____ City of San Diego San Diego Regional Bicycling Map
- _____ Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

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

XVIII. UTILITIES

- <u>X</u> City of San Diego General Plan.
- <u>X</u> Community Plan.

_____ Site Specific Report:

- XIX. WATER CONSERVATION
- ____ City of San Diego General Plan.
- _____ Community Plan.
- Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset
- Magazine.
- _____ Site Specific Report:

PIPELINE REHAB AL-1 PROJECT ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100 (Project No. 600280) AND MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON APRIL 25, 2018

WHEREAS, on March 6, 2018, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Pipeline Rehab AL-1 project (Project), for approval of minor technical changes or additions to the Citywide Pipeline Projects scope that was analyzed by adopted Mitigated Negative Declaration No. 255100; and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on April 25, 2018; and

WHEREAS, on April 25, 2018, the Deputy Director of the Development Services considered the issues discussed in Addendum to Mitigated Negative Declaration No. 255100 (Declaration), a copy of which is on file in the Development Services Department, in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.); and

WHEREAS, State CEQA Guidelines section 15164(a) allows a lead agency to prepare an Addendum to a final Mitigated Negative Declaration if such Addendum meets the requirements of CEQA; NOW, THEREFORE,

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

- That the information contained in the final Mitigated Negative Declaration No. 255100 along with the Addendum thereto, including any comments received during the public review process, has been reviewed and considered by this Deputy Director of the Development Services Department prior to making a decision on the Project.
- 2. That there are no substantial changes proposed to the Project and no substantial changes with respect to the circumstances under which the Project is to be undertaken that would require major revisions in the Mitigated Negative Declaration for the Project.
- 3. That no new information of substantial importance has become available showing that the Project would have any significant effects not discussed previously in Mitigated Negative Declaration or that any significant effects previously examined will be substantially more severe than shown in the Mitigated Negative Declaration.

- 4. That no new information of substantial importance has become available showing that mitigation measures or alternatives previously found not to be feasible are in fact feasible which would substantially reduce any significant effects, but that the Project proponents decline to adopt, or that there are any considerably different mitigation measures or alternatives not previously considered which would substantially reduce any significant effects, but that the Project proponents decline to adopt.
- 5. That pursuant to State CEQA Guidelines Section 15164, only minor technical changes or additions are necessary, and therefore, the Deputy Director of the Development Services Department adopts Addendum to Mitigated Negative Declaration No. 255100 with respect to the Project, a copy of which is on file in the office of the Development Services Department.
- 6. That pursuant to CEQA Section 21081.6, the Deputy Director of the Development Services Department adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the project as required by this Deputy Director of the Development Services Department in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.
- 7. That DEVELOPMENT SERVICES STAFF is directed to file a Notice of Determination with the Clerk of the Board of Supervisors for the County of San Diego regarding the Project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

Hry Santoro By:

Date: <u>April 25, 2018</u>

ATTACHMENT: EXHIBIT A - MITIGATION MONITORING AND REPORTING PROGRAM

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM PIPELINE REHAB AL-1 PROJECT PROJECT NO. 600280

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

Historical Resources (Archaeology)

- I. Prior to Permit Issuance or Bid Opening/Bid Award
 - A. Entitlements Plan Check
 - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Archaeological Monitoring and Native American monitoring have been noted on the applicable construction documents through the plan check process.
 - B. Letters of Qualification have been submitted to ADD
 - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the archaeological monitoring program, as defined in the City of San Diego Historical Resources Guidelines (HRG). If applicable, individuals involved in the archaeological monitoring program must have completed the 40-hour HAZWOPER training with certification documentation.
 - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the archaeological monitoring of the project meet the qualifications established in the HRG.
 - 3. Prior to the start of work, the applicant must obtain written approval from MMC for any personnel changes associated with the monitoring program.

II. Prior to Start of Construction

- A. Verification of Records Search
 - 1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was inhouse, a letter of verification from the PI stating that the search was completed.
 - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
 - 3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.
- B. PI Shall Attend Precon Meetings
 - 1. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (where Native American resources may be impacted), Construction Manager (CM) and/or
Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 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. <u>The Construction Manager is</u> 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 <u>that</u> 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
 - 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 Bl, 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 Rightof-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. <u>Post Construction</u>

- 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.

The above mitigation monitoring and reporting program will require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates of occupancy and/or final maps to ensure the successful completion of the monitoring program.

APPENDIX B

FIRE HYDRANT METER PROGRAM

CITY OF SAN DIEGO CALIFORNIA	NUMBER	DEPARTMENT
DEPARTMENT INSTRUCTIONS	DI 55.27	Water Department
SUBJECT	PAGE 1 OF 10	EFFECTIVE DATE
FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)		October 15, 2002
	SUPERSEDES	DATED
	DI 55.27	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. <u>AUTHORITY</u>

- 2.1 All authorities and references shall be current versions and revisions.
- 2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15
- 2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986
- 2.4 California Code of Regulations, Titles 17 and 22
- 2.5 California State Penal Code, Section 498B.0
- 2.6 State of California Water Code, Section 110, 500-6, and 520-23
- 2.7 Water Department Director

Reference

- 2.8 State of California Guidance Manual for Cross Connection Programs
- 2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention
- 2.10 American Water Works Association Standards for Water Meters
- 2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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

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

4. **<u>POLICY</u>**

- 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 ¹/₂" swivel connection between the meter and fire hydrant. The meter shall not be connected to the 4" port on the hydrant. All Fire Hydrant Meters issued shall have a Reduced Pressure Principle Assembly (RP) as part of the installation. Spanner wrenches are the only tool allowed to turn on water at the fire hydrant.
- 4.3 The use of private hydrant meters on City hydrants is prohibited, with exceptions as noted below. All private fire hydrant meters are to be phased out of the City of San Diego. All customers who wish to continue to use their own fire hydrant meters must adhere to the following conditions:
 - a. Meters shall meet all City specifications and American Water Works Association (AWWA) standards.
 - b. Customers currently using private fire hydrant meters in the City of San Diego water system will be allowed to continue using the meter under the following conditions:
 - 1. The customer must submit a current certificate of accuracy and calibration results for private meters and private backflows annually to the City of San Diego, Water Department, Meter Shop.

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

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

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	SUPERSEDES	DATED
	DI 55.27	April 21, 2000

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

4.6 **Conditions and Processes for Issuance of a Fire Hydrant Meter**

Process for Issuance

- a. Fire hydrant meters shall only be used for the following purposes:
 - 1. Temporary irrigation purposes not to exceed one year.

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

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

4.7 **Relocation of Existing Fire Hydrant Meters**

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

4.8 **Disconnection of Fire Hydrant Meter**

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. MOBILE METER

- 6.1 Mobile meters will be allowed on a case by case basis. All mobile meters will be protected by an approved backflow assembly and the minimum requirement will be a Reduced Pressure Principal Assembly. The two types of Mobile Meters are vehicle mounted and floating meters. Each style of meters has separate guidelines that shall be followed for the customer to retain service and are described below:
 - a) Vehicle Mounted Meters: Customer applies for and receives a City owned Fire Hydrant Meter from the Meter Shop. The customer mounts the meter on the vehicle and brings it to the Meter Shop for

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

- b) Floating Meters: Floating Meters are meters that are not mounted to a vehicle. (Note: All floating meters shall have an approved backflow assembly attached.) The customer shall submit an application and a letter explaining the need for a floating meter to the Meter Shop. The Fire Hydrant Meter Administrator, after a thorough review of the needs of the customer, (i.e. number of jobsites per day, City contract work, lack of mounting area on work vehicle, etc.), may issue a floating meter. At the time of issue, it will be necessary for the customer to complete and sign the "Floating Fire Hydrant Meter Agreement" which states the following:
 - 1) The meter will be brought to the Meter Shop at 2797 Caminito Chollas, San Diego on the third week of each month for the monthly read by Meter Shop personnel.
 - 2) Every other month the meter will be read and the backflow will be tested. This date will be determined by the start date of the agreement.

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

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

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7. <u>FEE AND DEPOSIT SCHEDULES</u>

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. <u>UNAUTHORIZED USE OF WATER FROM A HYDRANT</u>

- 8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
- 8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
- 8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
- 8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

Water Department Director

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

APPENDIX

Administering Division:	Customer Support Division
Subject Index:	Construction Meters Fire Hydrant Fire Hydrant Meter Program Meters, Floating or Vehicle Mounted Mobile Meter Program, Fire Hydrant Meter
Distribution:	DI Manual Holders

and the second sec	Application f	or Fire	HIBIT A)			
Divid San Diego PUBLIC UTILITIES	Hydrant Met			(For Office Us	se Only)	
Water & Wastewater	riyurant wet	CI	NS REQ		FAC#	
		(610) 527 7440	DATE		ВҮ	
Meter Informatio		(619) 527-7449	Application Date	Re	quested Instal	l Date:
Fire Hydrant Location: (Attach D	Detailed Map//Thomas Bros. I	Map Location or Const	ruction drawing.) <u>Zip:</u>	<u>T.</u>	<u>B.</u>	G.B. (CITY USE)
Specific Use of Water:				<u>l</u>		
Any Return to Sewer or Storm D	Drain, If so , explain:			,		
Estimated Duration of Meter Us	se:	7		Che	eck Box if Recla	aimed Water
Company Information				ACCESSION OF THE OWNER OF THE OWN		
Company Name:		and the first of the property of the first of th				and an an of the second se
Mailing Address:						
City:	State	e: Z	ip:	Phone:	()	
*Business license#		*Cont	ractor license#			
A Copy of the Contractor	r's license OR Business	License is requi	red at the time	of meter iss	suance.	
Name and Title of Bil (PERSON IN ACCOUNTS PAYABLE)				Phone:	/ .	
Site Contact Name ar	nd Title:		i decentre	Phone:	()	
Responsible Party Na	ime:			Title:		
Cal ID#				Phone:	()	
Signature:	•	Da	ite:			÷.
Guarantees Payment of all Charges I	Resulting from the use of this Me	ter. Insures that employ	ees of this Organization	understand the	proper use of Fi	re Hydrant Meter
т.		÷				
Fire Hydrant Mete	r Removal Requ		Requested R	emoval Date	2:	· · ·
Provide Current Meter Location	if Different from Above:	n 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	,,	Brand and a standard standard	en andere og forsenske som en og de so	
Signature:			Title:		Date:	
Phone: ()		Pager:	()			5 x - 5
			n fa an ann an an an an an ann an ann an	1		n an fair an an tha
City Meter	Private Meter				ing a state of the second s	
Contract Acct #:		Deposit Amount:	\$ 936.00	Fees Amour	nt: \$ 62.0	00
Meter Serial #		Meter Size:)5	Meter Make	e and Style:	6-7

Backflow Size:

Signature:

Backflow #

Name:

Backflow

Make and Style:

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,

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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. Ероху

APPENDIX D

SAMPLE CITY INVOICE WITH SPEND CURVE

City of San Diego, CM&FS Div., 9753 Chesapeake Drive, SD CA 92123

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #: Contractor's fax #: Contact Name: Invoice No. Invoice Date:

Billing Period: (To)

tem #	Item Description		Contract	Authoriza	ation		Previou	is Tot	als To Date	Т	his Estim	nate	Tota	Date		
	ľ	Unit	Price	Qty		Extension	%/QTY		Amount	% / QTY		mount	% / 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%	\$	-	
5					\$	-		\$	-		\$	-	0.00%	\$	-	
6					\$	-		\$	-		\$	-	0.00%	\$	-	
7					\$	-		\$	-	-	\$	-	0.00%	\$	-	
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12					۵ ۶			ه \$			ه \$	-	0.00%	۶ ۶	-	
12					۹ \$	-		\$	-		\$	-	0.00%	.⊅ \$	-	
14					\$			\$			\$	-	0.00%	\$		
15					\$			\$			\$		0.00%	\$		
16					\$	-		\$	-		\$	-	0.00%	\$	-	
	Field Orders				\$	_		\$	-		\$	_	0.00%	\$	_	
					\$	-		\$	-		\$	_	0.00%	\$	_	
	CHANGE ORDER No.				\$	-		\$	-		\$	-	0.00%	\$	-	
					\$	-		\$	-		\$	-	0.00%	\$	-	
	Total Authorized Ame	ount (inclu	ding approved Chan	ge Order)) \$	-		\$	-		\$	-	Total Billed	\$	-	
L	SUMMARY		• • •	<u> </u>												
	A. Original Contract Amount	\$ -	I	certify	/ that the materia	als		Retention	and/or E	scrow F	Payment S	chedule				
	B. Approved Change Order #00 Thru #0	0	\$ -	ha	ve bee	en received by m	e in	Total	Retention Re	quired as c	of this bill	ling (Item E)			\$0.00	
	C. Total Authorized Amount (A+B)		\$ -	the q	uality	and quantity spe	cified		vious Retentio						\$0.00	
	D. Total Billed to Date	\$ -					Add'		\$0.00							
	E. Less Total Retention (5% of D)		\$ -		Res	ident Engineer		Amt	to Release to	Contracto	or from I	PO/Escrow:				
	F. Less Total Previous Payments															
	G. Payment Due Less Retention	\$0.00		Const	ruction Engineer	· · ·										
	H. Remaining Authorized Amount	\$0.00					Contractor Signature and Date:									

Sample Project Spend Curve

Sample Date Entries Required

Incremental Curve Value	0.0%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Duration % Increment	0%	5%	10%	15%	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%	70%	75%	80%	85%	90%	95%	100%

Sample Screenshot from Primavera P6



APPENDIX E

LOCATION MAP



COMMUNITY NAME: La Jolla Pipeline Rehabilitation AL-1 Appendix E - Location Map

COUNCIL DISTRICT: 1

Last Update:October 14 , 2018 206 | Page



Pipeline Rehabilitation AL-1 Appendix E - Location Map

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APPENDIX F

ADJACENT PROJECTS



Date: October 24, 2018 Pipeline Rehabilitation AL-1 Appendix F - Adjacent Projects

APPENDIX G

SEWER MAIN PIPELINE REHABILITATION AL-1 SPREADSHEETS

Sewer Pipeline Rehabilitation Scope Of Work

				LGTH_	SIZE_N	MATL	DNSTREAMI		MAX_d_	MAX_q			DWG_NU	DWG_	DWG_				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UМ	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	м	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
2181	70407	70408	1/7/1954	144	8	vc	71.3900	11.40%	13	0	87.8100	CALLE CHIQUITA	10771	0		B08S-34	B08S-36	4	Rehab Main
2101	70407	70408	1/7/1954	144	<u> </u>	VC	71.5900	11.40%	15	0	87.8100	AVNDA DE LAS	10771	0	L	DU03-34	DU03-30		Concrete Encasement/Rehab
2182	70408	70409	1/7/1954	332	8	vc	69.4000	0.60%	13	2	71.3900	ONDAS	10771	0	L	B08S-36	B08S-37	5	Main
2192	70420	70419	4/3/1952	279	8	VC	38.0800	4.79%	26	2	51.4400	CALLE CORTA	4520	0	В	B08S-47	B08S-48	3	Rehab Main
2193	70411	70412	9/10/1954	240	8	VC	40.6800	5.03%	30	0	52.7400	CAM DEL COLLADO	11057	0	L	B08S-39	B08S-40	2	Rehab Main
2194	70410	70411	9/10/1954	119	8	vc	52.7400	6.50%	10	0	60.4700	CAM DEL COLLADO	11057	0	L	B085-38	B08S-39	2	Rehab Main
	, 0110	,,,,,,	571071551	110	<u> </u>		5217 100	0.0070	10		0011700	AVNDA DE LAS	11007	Ű	_	2000 30	2000 00		
2195	70409	70421	1/7/1954	262	8	VC	67.8300	0.60%	12	3	69.4000	ONDAS	10771	0	L	B08S-37	B08S-49	4	Rehab Main
2196	70421	70420	1/7/1954	328	8	VC	51.4400	5.00%	12	2	67.8300	CALLE CORTA	10773	0	L	B08S-49	B08S-48	9	Rehab Main
2203	70430	70422	1/1/1000	1 4 7			222 5200	0.70%	21	0	220 1100		12520						Concrete Encasement/Rehab
2203	70430	70432	1/1/1966	147	8	VC	332.5200	0.76%	21	0	339.1100	WHALE WATCH WY	12528	4	D	B08S-59	B08S-62	0	Main
2204	70433	70432	1/1/1966	180	8	vc	332.5200	2.28%	21	1	342.1100	INVERNESS DR	12528	4	D	B08S-63	B08S-62	0	Rehab Main
2205	70435	70433	1/1/1966	347	8	VC	342.1100	1.00%	11	1	345.5800	INVERNESS DR	12528	4	D	B08S-65	B08S-63	6	Rehab Main
2206	70434	70574	1/1/1966	217	8	VC	258.4200	5.34%	24	10	266.4400	TORREY PINES RD	12528	4	D	B08S-64	B09S-94	0	Rehab Main
2207	75511	70434	1/1/1966	346	8	vc	266.4400	6.03%	24	10	283.4300	TORREY PINES RD	12528	4	D	C08S- 258	B08S-64	0	Rehab Main
2207	75511	70434	1/1/1900	540	8		200.4400	0.0376	24	10	203.4300	TORRETTINES RD	12520	+	U	230	D003-04	0	
2208	70436	70435	1/1/1966	350	8	VC	345.5800	3.86%	12	0	359.0900	INVERNESS DR	12528	4	D	B08S-66	B08S-65	7	Rehab Main
2209	70437	70436	1/1/1966	165	8	VC	359.0900	5.77%	11	0	368.6200	INVERNESS DR	12528	4	D	B08S-67	B08S-66	4	Rehab Main
2210	70400	70400	1 14 14 0 5 5	252			222 5200	0.640/	24	-	220 5200		42520			B08S-			
2210	70480	70432	1/1/1966	253	8	VC	332.5200	0.61%	21	5	339.5300	PRESTWICK DR	12528	3	D	120	B08S-62	3	Rehab Main
																			Concrete Encasemetn/Rehab
																			Main/Separated joint ML
2211	70431	70480	1/1/1966	197	8	VC	339.5300	0.40%	16	1	340.3200	PRESTWICK CT	12528	6	D	B08S-61	B08S-120	4	>PR
2212	70438	70480	1/1/1966	76	8	VC	339.5300	0.41%	16	5	339.8400	PRESTWICK DR	12528	3	D	B08S-68	B08S-120	2	Rehab Main
2213	70439	70438	1/1/1966	228	8	vc	339.8400	0.40%	15	4	340.7500	PRESTWICK DR	12528	3	D	BU85-60	B08S-68	4	Rehab Main/Minor cracks
2213	70433	70430	1/1/1900	220	0		555.0400	0.40%	15	4	JHU./JUU		12320	,		0003-09	000-00	4	
2214	70440	70439	1/1/1966	297	8	vc	340.7500	0.40%	15	4	341.9400	PRESTWICK DR	12528	3	D	B08S-70	B08S-69	6	Rehab Main
2215	70442	70440	1/1/1966	295	8	VC	341.9400	0.40%	15	3	343.1200	PRESTWICK DR	12528	2	D	B08S-72	B08S-73	4	Rehab Main
2216	70.444	70.442	A 14 14 0 0 0	400			242 4222	0.000					40500		_		B000		
2216	70441	70442	1/1/1966	198	8	VC	343.1200	8.83%	14	0	360.6100	INVERNESS DR	12528	5	D	B08S-71	B08S-72	2	Rehab Main

Sewer Pipeline Rehabilitation Scope Of Work

				LGTH_	SIZE_N	MATL	DNSTREAMI		MAX_d_	MAX_q			DWG_NU	DWG_	DWG_				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	М	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
2217	70443	70442	1/1/1966	207	8	vc	343.1200	0.40%	14	1	343.9500		12528	6	D	B08S-73	B08S-72	3	Concrete Encasement/Rehab Main
2217	70443	70442	1/1/1966	207	ŏ	VC	343.1200	0.40%	14	1	343.9500		12528	0	U	BU83-73	BU85-72	3	IVIdIII
2218	70445	70442	1/1/1966	273	8	VC	343.1200	7.00%	14	0	362.2300	DUNAWAY DR	12528	2	D	B08S-76	B08S-72	1	Rehab Main
																			Point Repair/Concrete
																			Encasement/Rehab
2219	70444	70443	1/1/1966	114	8	vc	343.9500	0.39%	12	1	344.4000	IVERNESS CT	12528	6	D	B08S-75	B08S-73	3	Main/Gasket exposed at joint Circular fracture
			_, _, _, _, _,					0.0070								C08S-	2000 / 0		
2220	75501	70445	1/1/1966	85	8	VC	362.2300	7.00%	10	0	368.1800	DUNAWAY DR	12528	2	D	248	C08S-76	2	Rehab Main
2221	70446	70445	1/1/1066	140	0	VC	262 2200	2 0.00/	10	0	268 1800	GLENWICK LN	12528	2	D	B08S-77	B08S-76	2	Pohah Main/Hoavy roots
2221	70446	70445	1/1/1966	149	8	VC	362.2300	3.99%	10	0	368.1800	AVNDA DE LAS	12528	2	D	BU83-77	BU83-70	2	Rehab Main/Heavy roots
2290	70516	70421	1/7/1954	277	8	VC	67.8300	4.39%	12	0	81.1300	ONDAS	10772	0	L	B09S-36	B08S-49	2	Rehab Main
2295	70579	70528	1/1/1959	97	8	VC	166.9700	1.00%	11	2	167.9400	ALLEY	7969	0	D	B09S-99	B09S-48	2	Rehab Main/In easement
2296	70528	70529	1/1/1959	55	8	СІ	128.4900	69.98%	12	0	166.9700	CALLE DEL ORO	7969	0	D	B09S-48	B09S-49	0	Cl Pipe per CCTV; In easement , <mark>Rehab</mark>
			_, _,					0010070									2000 10		
2298	70530	70526	1/1/1959	224	8	VC	106.5900	9.50%	16	4	127.8700	CALLE DEL ORO	7961	0	D	B09S-50	B09S-46	1	Rehab Main
2200	70526	70524	1/1/1050	200			77 1000			0	100 5000		7064		5	D005 46	D005 44		Rehab Main/Added segment
2300	70526	70524	1/1/1959	300	8	VC	77.1300		0	0	106.5900	CALLE DEL ORO	7961	0	D	8095-46	B09S-44	1	from GJ1011
																			Concrete Encasement/Rehab
																			Main/Added segment from
2301	70524	70523	1/7/1954	65	8	VC	62.1800		0	0	77.1300	CALLE DEL ORO	10775	0	L	B09S-44	B09S-43	2	GJ1011
2303	70523	70522	1/7/1954	300	8	vc	37.8800		0	0	62.1800	CALLE DEL ORO	10775	0		B09S-43	B09S-43	5	Rehab Main
2000	,0020	,0022	1,7,1001	500			5710000		0	•	0211000		10770		_	2030 13	2030 13		
2304	70522	70519	1/7/1954	355	8	VC	26.1700	3.30%	46	8	37.8800	CALLE DEL ORO	10775	0	L	B09S-42	B09S-39	5	Rehab Main
																			Dahah Main /Matarial
2305	70517	70518	6/15/1950	123	8	vc	28.1200	1.16%	36	0	29.5500	LA JOLLA SHORES DR	3989	0	В	B095-38	B09S-37	4	Rehab Main/Material change; roots; In easement,
2303	/031/	70310	0/10/1000	125	0	10	20.1200	1.1070		0	23.3300		3303	Ű		2033 30	0000 07		Rehab Main/Added segment
2309	70521	70522	1/1/1960	304	8	VC	37.8800		0	0	39.2400	DEL ORO CT	9903	0	D	B09S-41	B09S-42	3	from GJ1011
2210	70525	70522	4/7/4054	200			C2 1000	2 2 4 0/	47	4	74 0200		10774			D005 45	D006 42		Dahah Main
2310	70525	70523	1/7/1954	298	8	VC	62.1800	3.24%	17	1	71.8200	CALLE DEL CIELO	10774	0	L	B09S-45	B09S-43	2	Rehab Main Rehab Main/Added segment
2311	70558	70530	1/1/1959	300	8	VC	127.8700		0	0	0.0000	CALLE DEL ORO	7961	0	D	B09S-78	B09S-50	3	from GJ1011
2313	70531	70532	1/7/1954	160	8	VC	76.6200	0.50%	11	1	77.4200	CALLE DEL CIELO	10774	0	L	B09S-51	B09S-52	3	Rehab Main
2315	70533	70534	1/1/1973	57	8	vc	57.5000		0	0	58.0800		16001	2	D	B095-53	B09S-54	0	Rehab Main /Possible easement verification
2313	,	,	_,_,_,_,,		۲, T		27.0000						10001	-			2000 07	, , , , , , , , , , , , , , , , , , ,	
2318	70537	70538	1/1/1973	252	8	VC	29.3400		0	0	40.5000	CALLE DE LA GARZA	16001	2	D	B09S-57	B09S-58	0	Rehab Main

Sewer Pipeline Rehabilitation Scope Of Work

				LGTH	SIZE N	MATL	DNSTREAMI		MAX_d_	MAX a			DWG_NU	DWG	DWG					
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	M	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS	
2319	70538	70539	1/1/1973	110	8	VC	26.6700		0	0	29.3400	CALLE DE LA GARZA	16001	2	D	B09S-58	B09S-59	0	Rehab Main	
2320	70539	70540	1/1/1973	124	8	VC	23.1000		0	0	26.6700	CALLE DE LA GARZA	16001	2	D	B09S-59	B09S-60	0	Rehab Main	
2222	70544	705.40	E /2 A /4 0 E 0	224			10 (200	0.500/	25	0	20 7400		7022				DOOG 63			
2323	70544	70543	5/24/1950	224	8	VC	19.6200	0.50%	35	0	20.7400	CALLE FRESCOTA	7923	0	L	8095-64	B09S-63	2	Rehab Main Rehab Main/Debris; In	
2326	70546	70545	12/19/1950	10	8	VC	15.2600	2.39%	10	0	0.0000		8272	0		B095-66	B09S-65	1	easement	
2320	70340	70343	12/13/1330	10	0	VC	13.2000	2.3370	10	0	0.0000		0272		E	0055 00	000000	-	casement	
2330	70550	70549	12/19/1950	263	8	vc	12.1200	5.00%	12	1	25.2700	VALLECITOS	8271	0	L	B09S-70	B09S-69	5	Rehab Main	
																			Rehab Main/Added segment	
2331	70551	70550	12/19/1950	263	8	VC	25.2700		0	0	46.3100	VALLECITOS	8271	0	L	B09S-71	B09S-70	6	from GJ1011	
																			Rehab Main/Added from GJ	
2332	70552	70551	12/19/1950	217	8	VC	46.3100		0	0	63.7000		8271	0	L	B09S-72	B09A-71	5	1011	
2333	70554	70552	2/1/1957	283	8	VC	63.7000	11.83%	11	0	97.1900		12923	0	L	B09S-74	B09S-72	3	Rehab Main	
2224	70555	70552	1/1/1000	40		NG	00 1 2 0 0	12.050/	10	0	105 1200		10775			D000 75	DOOC 72	2	Dahah Main	
2334	70555	70553	1/1/1962	43	8	VC	99.1200	13.95%	10	0	105.1200	VALLECITOS CT	10775	1	D	B09S-75 B09S-	B09S-73	2	Rehab Main	
2335	70593	70554	1/1/1962	220	8	VC	97.1900	11.78%	11	0	123.1100	CALLE DEL CIELO	10775	1	D	ыо93- 113	B09S-74	2	Rehab Main	
2333	70355	70334	1/1/1502	220	0	VC	57.1500	11.7870		0	125.1100		10775			115	000074	2		
2336	70553	70554	1/1/1962	64	8	vc	97.1900	3.01%	11	0	99.1200	VALLECITOS CT	10775	1	D	B09S-73	B09S-74	0	Rehab Main	
					-													-		
2338	70556	70557	1/1/1959	350	8	vc	176.7900	3.00%	17	6	187.2900	CALLE DEL ORO	7961	0	D	B09S-76	B09S-77	4	Rehab Main	
																			Rehab Main/Added segment	
2339	70557	70558	1/1/1959	259	8	VC	0.0000		0	0	176.7900	CALLE DEL ORO	7961	0	D	B09S-77	B09S-78	3	from GJ1011	
2340	70560	70561	1/1/1959	165	8	VC	253.0400	3.00%	10	0	257.9900	ALLEY	7967	0	D	B09S-80	B09S-81	2	Rehab Main	
								/												
2341	70561	70564	1/1/1959	300	8	VC	247.0400	2.00%	10	0	253.0400	ALLEY	7967	0	D	B09S-81	B09S-84	3	Offset joint	
2342	70564	70565	1/1/1959	300	8	VC	238.0400		0	0	247.0400	ALLEY	7967	0	D	DOOC 94	B09S-85	3	Rehab Main/Added segment from GJ1011	
2342	70504	70505	1/1/1959	500	0	vc	256.0400		0	0	247.0400		7907	0	U	DU93-04	DU93-03	5	Rehab Main/Added segment	
2343	70565	70650	1/1/1959	301	8	VC	220.3400		0	0	238.0400	ALLEY	7967	0	D	B095-85	B09S-185	1	from GJ1011	
2313	70303	70050	1, 1, 1999	501	0		220.3100				230.0100		7507	- Ŭ		B09S-	0000 100	-	Rehab Main/Added segment	
2344	70754	70645	1/1/1959	350	8	vc	305.1400		0	0	311.0900	PRESTWICK DR	7964	0	D		B09S-179	6	from GJ1011	
																			Rehab Main/Added segment	
2345	70562	70563	1/1/1959	297	8	VC	317.0400		0	0	322.0900	PRESTWICK DR	7964	0	D	B09S-82	B09S-83	6	from GJ1011	
2347	70567	70643		335	8	VC	153.9000	7.59%	26	9	179.3300	TORREY PINES RD		0		B09S-87	B09S-177	0	PR/Rehab Main	
Rehab Main /																				
Possible																				
easement																			Rehab Main /Possible	
verification	70568	75662	1/11/1980	162	8	VC	343.2000	2.04%	14	4	346.5000	CAMTO MARITIMO	14886	8	D	B09S-88	C09S-80	6	easement verification	
iAC. G. N. iST. PC					LGTH	SIZE N	MATL	DNSTREAMI		MAX_d_	MAX q			DWG_NU	DWG	DWG				
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Z150 70556 70566 348 8 VC 197,530 3,80 24 12 210,7400 TOBREY PINES PD 0 8095-88 0095-88 00 Encasement/PR/Rehab Main 2351 70570 70569 299 8 VC 20,7100 3,706 27 12 231,7000 100REY PINES PD 0 8095-98 0095-98 00 Encasement/PR/Rehab Main 2353 70577 70571 250 8 VC 231,7000 3,706 27 12 231,7000 100REY PINES PD 0 8095-92 005-91 0 Rehab Main 2353 70577 70571 25.0 8 VC 241,6700 1,114 34 20 20,46700 100REY PINES PD 0 8095-92 805-92 0 Rehab Main 2357 70573 70575 1/1/1966 80 4 24,45700 1,414 20 10,7824 70854 0 Rehab Main 2357 70575	FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT		_			SLOPE			UPSTRM_INV	STRT_NM	_	_	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
Z150 70556 70566 348 8 VC 197,5300 3,800 24 12 210,7400 TOBREY PINES ID 0 B095-88 D055-88 0 Excament/PR/Rehal Main 2351 70570 70560 209 8 VC 20,7400 3,700 20 13 220,1900 10REY PINES ID 0 8095-98 0055-90 00 Rehal Main 2352 70577 70577 25.0 8 VC 231,7000 3,700 20 12 231,7000 TORREY PINES ID 0 8095-92 R055 91 0 Rehab Main 2333 70577 70571 25.0 8 VC 241,2700 1,404 34 20 20,47670 10 8095-93 8095-92 0 Rehab Main 2335 70573 70575 1/1/1966 80 4 24,45700 10,483 10 258,400 0 0 8095-93 8095-96 4 Rehab Main 2357	23/19	70566	70567		350	8	VC	179 3300	5 20%	22	10	197 5300			0		8095-86	B095-87	0	Rehah Main
2530 7059 70569 70569 70569 70569 70579 70779 70779 70779 70779 70779 70799 7079 70799 7079 70799 707	2345	70500	/030/		330	0	ve	175.5500	5.20%	22	10	177.5500	TORRETTINES RD		0		0000-00	0000-07	0	
2351 70570 7056 299 8 vc 210,200 316% 26 13 220,190 TOBRY PINES R0 0 Rep395 0 Rep35 0																				
282 7057	2350	70569	70566		348	8	VC	197.5300	3.80%	24	12	210.7400	TORREY PINES RD		0		B09S-89	B09S-86	0	Encasement/PR/Rehab Main
2352 70571 70570 70570 70570 70571 70570 70571 70570 70571 70572 70571 70572 70572 70572 70572 70572 70572 70572 70572 70572 70573 70572 70573 70573 70573 70573 70574 70573 70574 70574 70574 70574 70574 70575 70576 70577 71/1959 28 8 V 336.000 70 70 70576 70577 71/1959 28 8 V 335.000 70 70 70576 70577 71/1959 28 8 V 335.000 70 <	2351	70570	70569		299	8	VC	210.7400	3.16%	26	13	220.1900	TORREY PINES RD		0		B09S-90	B09S-89	0	Rehab Main
2333 70572 70571 330 8 VC 231.700 3.208 26 13 242.900 TORREY PINES RD 0 1095-92 1095-91 0 Rehal Main 2354 70573 70573 254 8 VC 242.000 1.106 34 23 244.6700 TORREY PINES RD 0 8095-93 0 Rehal Main 2355 70574 70573 2.54 8 VC 244.6700 5.415 34 10 258.4200 TORREY PINES RD 0 8095-93 8095-94 4 Rehal Main 2355 70575 70576 1/1/1966 300 8 VC 336.0400 -0 0 336.0400 7965 0 D 8095-97 4 Rehab Main/Addid signment from G1011 #estemant vertification 70527 70579 1/1/1959 288 8 vC 167.9400 1.015 13 2 169.2000 ALEY 7969 0 D 8095-97 </td <td>2252</td> <td>70571</td> <td>70570</td> <td></td> <td>211</td> <td>0</td> <td>VC</td> <td>220 1000</td> <td>2 700/</td> <td>77</td> <td>10</td> <td>221 7000</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>DO05 01</td> <td></td> <td></td>	2252	70571	70570		211	0	VC	220 1000	2 700/	77	10	221 7000						DO05 01		
2354 70573 70272 161 8 VC 242.900 1.105 34 23 244.6700 TOREFYPINESRD 0 1005-53 B095-92 0 Rehab Main 2355 70574 70573 254 8 VC 244.6700 5.418 34 10 258.4200 TOREFYPINESRD 0 805-54 B095-95 0 Rehab Main 2356 70575 70576 1/1/196 300 8 VC 336.0400 0 337.2400 1258 3 D 8095-95 0 Rehab Main//Added segment 12357 70576 70577 1/1/1959 28 8 VC 332.2900 0 0 336.0400 7965 0 D 8095-97 4 Rehab Main//Added segment 1/Postble restification 70577 1/1/1970 38 8 VC 167.9400 1.01% 13 2 169.200 ALLEY 14391 5 D 100 8095-10 <t< td=""><td>2352</td><td>/05/1</td><td>70570</td><td></td><td>311</td><td>8</td><td>vc</td><td>220.1900</td><td>3.70%</td><td>27</td><td>12</td><td>231.7000</td><td>TURKET PINES RD</td><td></td><td>0</td><td></td><td>B092-90</td><td>B092-91</td><td>0</td><td>IVIdITI</td></t<>	2352	/05/1	70570		311	8	vc	220.1900	3.70%	27	12	231.7000	TURKET PINES RD		0		B092-90	B092-91	0	IVIdITI
2355 70574 70573 251 8 VC 244.6700 5.41% 34 10 258.4200 TORREY PINES RD 0 8095.91 8095.93 0 Rehab Main 2356 70575 70576 1/1/1966 300 8 VC 336.0400 0.40% 21 9 337.2400 12528 3 D 8095.93 8095.96 4 Rehab Main/Debris 2367 70576 70577 1/1/1959 288 8 VC 332.2900 0 0 336.0400 7965 0 D 8095.93 8095.97 4 Rehab Main/Debris Rehab Main rsammt rsammt <td>2353</td> <td>70572</td> <td>70571</td> <td></td> <td>350</td> <td>8</td> <td>VC</td> <td>231.7000</td> <td>3.20%</td> <td>26</td> <td>13</td> <td>242.9000</td> <td>TORREY PINES RD</td> <td></td> <td>0</td> <td></td> <td>B09S-92</td> <td>B09S-91</td> <td>0</td> <td>Rehab Main</td>	2353	70572	70571		350	8	VC	231.7000	3.20%	26	13	242.9000	TORREY PINES RD		0		B09S-92	B09S-91	0	Rehab Main
2355 70574 70573 251 8 VC 244.6700 5.41% 34 10 258.4200 TORREY PINES RD 0 8095.91 8095.93 0 Rehab Main 2356 70575 70576 1/1/1966 300 8 VC 336.0400 0.40% 21 9 337.2400 12528 3 D 8095.93 8095.96 4 Rehab Main/Debris 2367 70576 70577 1/1/1959 288 8 VC 332.2900 0 0 336.0400 7965 0 D 8095.93 8095.97 4 Rehab Main/Debris Rehab Main rsammt rsammt <td>2354</td> <td>70573</td> <td>70572</td> <td></td> <td>161</td> <td>8</td> <td>VC</td> <td>242,9000</td> <td>1 10%</td> <td>34</td> <td>23</td> <td>244,6700</td> <td>TORREY PINES RD</td> <td></td> <td>0</td> <td></td> <td>B095-93</td> <td>B095-92</td> <td>0</td> <td>Rehab Main</td>	2354	70573	70572		161	8	VC	242,9000	1 10%	34	23	244,6700	TORREY PINES RD		0		B095-93	B095-92	0	Rehab Main
2356 70575 70576 1/1/1966 300 8 VC 336.000 0.40% 21 9 337.200 12528 3 D 8095-95 B095-96 4 Rehab Main/Added segment from G1011 2357 70576 70577 1/1/1939 288 8 VC 332.2900 0 0 336.0400 7965 0 D 8095-95 64 Rehab Main/Added segment from G1011 /Possible easement Rehab Main/Destible 2361 70527 70579 1/1/1970 38 8 VC 167.9400 1.01% 13 1 170.1900 ALLEY 14391 5 D 100 Rehab Main/Possible 2362 70582 70581 1/1/1970 38 8 VC 169.2000 2.64% 13 1 170.1900 ALLEY 14391 5 D 100 Rehab Main/Possible 2362 </td <td></td> <td>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</td> <td>10372</td> <td></td> <td>101</td> <td></td> <td></td> <td>212130000</td> <td>1.1070</td> <td></td> <td></td> <td>21110700</td> <td></td> <td></td> <td><u> </u></td> <td></td> <td>2030 33</td> <td>0000 02</td> <td></td> <td></td>		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10372		101			212130000	1.1070			21110700			<u> </u>		2030 33	0000 02		
2357 70576 70577 1/1/1959 288 8 VC 332.2900 0 0 336.0400 7965 0 D Bogs-s6 Bogs-s6 Bogs-s7 4 Rehab Main from G1011 /Possible easement verification 70577 1/1/1959 125 8 VC 167.9400 1.01% 13 2 169.2000 ALLEY 7965 0 D Bogs-s6 Bogs-s7 4 Rehab Main /Possible easement verification 70577 1/1/1970 38 8 vC 167.9400 1.01% 13 1 170.1900 ALLEY 14391 5 D 100 Bogs-reflection Rehab Main /Possible 2361 70582 70581 1/1/1970 48 VC 225.4800 2.00% 10 1 226.3200 WHALE WATCH WY 14391 5 D 100 Bogs-reflection Rehab Main /Possible 2868 70581 1/1/1970 8 VC 170.1900 56.42% <td>2355</td> <td>70574</td> <td>70573</td> <td></td> <td>254</td> <td>8</td> <td>VC</td> <td>244.6700</td> <td>5.41%</td> <td>34</td> <td>10</td> <td>258.4200</td> <td>TORREY PINES RD</td> <td></td> <td>0</td> <td></td> <td>B09S-94</td> <td>B09S-93</td> <td>0</td> <td>Rehab Main</td>	2355	70574	70573		254	8	VC	244.6700	5.41%	34	10	258.4200	TORREY PINES RD		0		B09S-94	B09S-93	0	Rehab Main
2357 70576 70577 1/1/1959 288 8 VC 332.290 0 0 336.0400 7965 0 D Bogs-f6	2356	70575	70576	1/1/1966	300	8	VC	336.0400	0.40%	21	9	337.2400		12528	3	D	B09S-95	B09S-96	4	Rehab Main/Debris
Rehab Main /Possible essement 70527 70579 1/1/1959 125 8 VC 167.9400 1.01% 13 2 169.2000 ALLEY 7969 0 D B095-79 0 Rehab Main /Possible easement 2361 70527 70579 1/1/1970 13 8 VC 167.9400 1.01% 13 1 170.1900 ALLEY 7969 0 D B095-77 0.0593-79 0 Rehab Main /Possible easement verification 2362 70580 70581 1/1/1970 42 8 VC 225.4800 1.01 1.226.3200 WHALE WATCH WY 14391 5 D 100 B095-10 0 Rehab Main /Possible easement verification 2363 70581 70593 2/1/1977 107 8 VC 123.1100 11.81% 10 0 135.7400 129.3 0 L 11.4 B095-10 0 Rehab Main /In easement 2405 70624 70624 70593 2/1/1957 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>· •</td></t<>																				· •
/Possible easement verffcation 70527 70579 1/1/1959 125 8 VC 167.9400 1.01% 13 2 169.2000 ALLEY 7969 0 D 8095-47 8095-99 0 Rehab Main /Possible easement verification 2361 70580 70527 1/1/1970 38 8 VC 169.200 2.61% 13 1 170.1900 ALLEY 14391 5 D 100 8095-47 0 Rehab Main /Possible easement verification 2361 70580 70581 1/1/1970 42 8 VC 125.428 2.00% 10 1 226.3200 WHALE WATCH WY 14391 5 D 101 895-101 0 Rehab Main /Possible 2363 70581 70580 1/1/1970 98 8 VC 170.109 56.42% 12 0 225.4800 14391 5 D 101 8095-101 0 Rehab Main /Possible 2363 70631 70593		70576	70577	1/1/1959	288	8	VC	332.2900		0	0	336.0400		7965	0	D	B09S-96	B09S-97	4	from GJ1011
verification 70527 71/1959 125 8 VC 167.300 1.01 13 2 169.2000 ALLEY 7969 0 D B095-																				
2361 70527 1/1/1970 38 8 VC 169.200 2.61% 13 1 170.1900 ALLEY 14391 5 D 1005 B095-47 0 Rehab Main /Possible easement verification 2362 70582 70581 1/1/1970 42 8 VC 225.4800 2.00% 10 1 226.3200 WHALE WATCH WY 14391 5 D 102 B095-10 0 easement verification 2363 70581 1/1/1970 98 8 VC 170.1900 56.42% 12 0 225.4800 14391 5 D 102 B095-100 0 Rehab Main/In easement 2374 70594 70523 2/1/1957 107 8 VC 123.1100 11.81% 10 0 135.7400 12923 0 L 114 B095-116 2 Rehab Main 2405 70623 70622 2/27/1959 21 8 VC 124.3800 3.84%					405			4 67 0 400		40		100 0000		70.00		-	D000 47	5000.00		•
2361 70580 70527 1/1/1970 38 8 VC 169.2000 2.61% 13 1 170.1900 ALLEY 14391 5 D 1.00 8095-47 0 easement verification 2362 70581 1/1/1970 42 8 VC 225.4800 100 1 226.3200 WHALE WATCH WY 14391 5 D 100 8095-101 0 Rehab Main /Possible 2363 70581 70580 1/1/1970 98 8 VC 170.1900 56.42% 12 0 225.4800 14391 5 D 101 8095-101 0 Rehab Main/In easement 2374 70580 70593 2/1/1957 107 8 VC 123.1100 11.81% 10 0 135.7400 12923 0 L 8095-15 2 Rehab Main/Passible 2374 70623 2/27/1959 121 8 VC 112.3000 5.47% 44 16 124.3800 6227 0 AD 158 8095-15 0 Rehab Main/Passible	verification	/052/	/05/9	1/1/1959	125	8	VC	167.9400	1.01%	13	2	169.2000	ALLEY	7969	0	D		B092-99	0	
2362 70581 1/1/1970 42 8 VC 225,4800 10 1 226,3200 WHALE WATCH WY 14391 5 D 102 B095-10 0 easement verification 2363 70581 70580 1/1/1970 98 8 VC 170.1900 56.42% 12 0 225,4800 14391 5 D 101 B095-10 0 Rehab Main/In easement 2374 70594 70593 2/1/1957 107 8 VC 123.100 1.8.1% 10 0 135.7400 12923 0 L 114 B095-13 2 Rehab Main/In easement 2405 70623 70622 2/27/1959 173 8 VC 12.3000 5.47% 44 16 124.3800 CORREY PINES RD 6227 0 AD 155 B095-157 0 Rehab Main/In easemant 2406 70624 70623 2/27/1959 173 8 VC 124.300 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 </td <td>2361</td> <td>70580</td> <td>70527</td> <td>1/1/1970</td> <td>38</td> <td>8</td> <td>VC</td> <td>169.2000</td> <td>2.61%</td> <td>13</td> <td>1</td> <td>170.1900</td> <td>ALLEY</td> <td>14391</td> <td>5</td> <td>D</td> <td>100</td> <td>B09S-47</td> <td>0</td> <td>-</td>	2361	70580	70527	1/1/1970	38	8	VC	169.2000	2.61%	13	1	170.1900	ALLEY	14391	5	D	100	B09S-47	0	-
2363 70581 70580 1/1/1970 98 8 VC 170.1900 56.42% 12 0 225.4800 14391 5 D 101 B095-10 0 Rehab Main/In easement 2374 70594 70593 2/1/1957 107 8 VC 123.1100 11.81% 10 0 135.7400 12923 0 L 114 B095-13 2 Rehab Main/In easement 2405 70623 70622 2/27/1959 221 8 VC 112.3000 5.47% 44 16 124.3800 6227 0 AD 157 B095-156 2 Rehab Main 2406 70624 70623 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 B095-15 2 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.5000 2.30%	2262	70592	705.91	1/1/1070	10		VC	225 4800	2 0.00/	10	1	226 2200		14201		р		P005 101		•
2374 70594 70593 2/1/1957 107 8 VC 123.1100 11.81% 10 0 135.7400 12923 0 L 114 8095-113 2 Rehab Main 2405 70623 70622 2/27/1959 221 8 VC 112.3000 5.47% 44 16 124.3800 6227 0 AD 155 8095-156 2 Rehab Main 2406 70624 70623 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 8095-156 2 Rehab Main 2406 70624 70639 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 8095-157 0 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.5000 2.30% 35 23 137.5500 6227 0 AD 174 8095-173 <td>2302</td> <td>70382</td> <td>70581</td> <td>1/1/1970</td> <td>42</td> <td>0</td> <td>vc</td> <td>223.4800</td> <td>2.00%</td> <td>10</td> <td></td> <td>220.3200</td> <td>WHALE WATCH WT</td> <td>14351</td> <td>5</td> <td>U</td> <td></td> <td>B093-101</td> <td>0</td> <td></td>	2302	70382	70581	1/1/1970	42	0	vc	223.4800	2.00%	10		220.3200	WHALE WATCH WT	14351	5	U		B093-101	0	
2374 70594 70593 2/1/1957 107 8 VC 123.100 1.81% 10 0 135.7400 12923 0 L 114 8095-13 2 Rehab Main 2405 70623 70622 2/27/1959 221 8 VC 112.300 5.47% 44 16 124.3800 6227 0 AD 157 8095-5 2 Rehab Main 2406 70623 70623 2/27/1959 21 8 VC 124.3800 3.84% 29 18 131.0200 70REY PINES RD 6227 0 AD 158 8095-15 0 Rehab Main 2422 70640 7063 2/27/1959 89 8 VC 135.500 2.30% 35 2.3 137.5500 6227 0 AD 174 8095-17 0 Rehab Main 2422 70640 7063 2/27/1959 89 8 VC 135.500 2.31% 34 22 139.900 TORREY PINES RD 0 AD 174 8095-17 0 Rehab	2363	70581	70580	1/1/1970	98	8	VC	170.1900	56.42%	12	0	225.4800		14391	5	D		B09S-100	0	Rehab Main/In easement
2405 70623 70622 2/27/1959 221 8 VC 112.3000 5.47% 44 16 124.3800 6227 0 AD 157 B095-156 2 Rehab Main 2406 70624 70623 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 B095-157 0 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.5000 2.30% 35 23 137.5500 6227 0 AD 174 B095-157 0 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.5000 2.30% 35 23 137.5500 6227 0 AD 174 B095-173 0 Rehab Main 2423 70641 70640 102 8 VC 139.9000 3.90% 34 15 <td< td=""><td>2374</td><td>70594</td><td>70593</td><td>2/1/1957</td><td>107</td><td>8</td><td>VC</td><td>123.1100</td><td>11.81%</td><td>10</td><td>0</td><td>135.7400</td><td></td><td>12923</td><td>0</td><td>L</td><td></td><td>B09S-113</td><td>2</td><td>Rehab Main</td></td<>	2374	70594	70593	2/1/1957	107	8	VC	123.1100	11.81%	10	0	135.7400		12923	0	L		B09S-113	2	Rehab Main
2406 70624 70623 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD B095- 158 B095- B095-157 0 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.500 2.30% 35 23 137.5500 6227 0 AD 174 B095- B095-173 0 Rehab Main 2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 AD 174 B095- B095-173 0 Rehab Main 2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 175 B095-174 0 Rehab Main 2424 70644 70641 231 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 175 B095- B095- B095- 0 Rehab Main 2				_, _,																
2406 70624 70623 2/27/1959 173 8 VC 124.3800 3.84% 29 18 131.0200 TORREY PINES RD 6227 0 AD 158 B095-157 0 Rehab Main 2422 70640 70639 2/27/1959 89 8 VC 135.5000 2.30% 35 23 137.5500 6227 0 AD 158 B095-173 0 Rehab Main 2423 70640 70640 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 AD 174 B095-173 0 Rehab Main 2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 175 B095-174 0 Rehab Main 2424 70644 70641 231 8 VC 139.9000 3.90% 148.9000 TORREY PINES RD 0 178 B095-175 0 Rehab Main 2426 70643 70644 </td <td>2405</td> <td>70623</td> <td>70622</td> <td>2/27/1959</td> <td>221</td> <td>8</td> <td>VC</td> <td>112.3000</td> <td>5.47%</td> <td>44</td> <td>16</td> <td>124.3800</td> <td></td> <td>6227</td> <td>0</td> <td>AD</td> <td></td> <td>B09S-156</td> <td>2</td> <td>Rehab Main</td>	2405	70623	70622	2/27/1959	221	8	VC	112.3000	5.47%	44	16	124.3800		6227	0	AD		B09S-156	2	Rehab Main
2422 70640 70639 2/27/1959 89 8 VC 135.500 2.30% 35 23 137.5500 6227 0 AD 174 8095.173 0 Rehab Main 2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 175 8095.174 0 Rehab Main 2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 175 8095.174 00 Rehab Main 2424 70644 70641 231 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 178 8095.175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 153.9000 TORREY PINES RD 0 177 8095.175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20%	2406	70624	70623	2/27/1959	173	8	VC	124.3800	3.84%	29	18	131.0200	TORREY PINES RD	6227	0	AD		B09S-157	0	Rehab Main
2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 B095- 175 B095-174 0 Rehab Main 2424 70644 70641 231 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 178 B095- 178 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 178 B095-175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 B095-178 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 B095-178 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>																				
2423 70641 70640 102 8 VC 137.5500 2.31% 34 22 139.9000 TORREY PINES RD 0 175 8095.174 0 Rehab Main 2424 70644 70641 231 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 175 8095.174 0 Rehab Main 2426 70644 70644 119 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 178 8095.175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 175 8095.175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 8095.178 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20%	2422	70640	70639	2/27/1959	89	8	VC	135.5000	2.30%	35	23	137.5500		6227	0	AD		B09S-173	0	Rehab Main
2424 70644 70641 231 8 VC 139.9000 3.90% 34 15 148.9000 TORREY PINES RD 0 178 B09S-175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 178 B09S-175 0 Rehab Main 2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 B09S-178 0 Rehab Main 10 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 B09S-178 0 Rehab Main	2423	70641	70640		102	8	VC	137.5500	2.31%	34	22	139.9000	TORREY PINES RD		0			B09S-174	0	Rehab Main
2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 809S- 177 809S-178 0 Rehab Main	2424	70644	70644		224	0		120 0000	2 0.00/	24	1 Г	149.0000						BOOS 175		Debeb Main
2426 70643 70644 119 8 VC 148.9000 4.20% 28 13 153.9000 TORREY PINES RD 0 177 B09S-178 0 Rehab Main	2424	70644	70641		231	ð	VL	133.3000	3.90%	34	15	148.9000	IUKKET PINES KD		0			R032-112	0	kenad iviain
	2426	70643	70644		119	8	VC	148.9000	4.20%	28	13	153.9000	TORREY PINES RD		0		177	B09S-178	0	Rehab Main
	2427	70645	70646	1/1/1959	214	8	VC	282.2900	10.68%	14	3	305.1400		7963	0	D		B09S-180	3	PR/Rehab/Intruding lateral

				LGTH	SIZE_N	MATL	DNSTREAMI		MAX_d	MAX_q			DWG_NU	DWG	DWG				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	Е	SLOPE	 D	_Q	UPSTRM_INV	STRT_NM	M	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
																B09S-			
2428	70646	70647	1/1/1959	283	8	VC	251.9900	10.71%	15	3	282.2900	PRESTWICK DR	7963	0	D	180	B09S-181	4	Rehab Main
2429	70647	70648	1/1/1959	283	8	VC	237.2700	5.20%	17	4	251.9900	CALLE DEL ORO	7962	0	D	B09S- 181	B09S-182	4	Rehab Main
2429	70047	70046	1/1/1939	205	0	vc	237.2700	5.20%	17	4	231.9900	CALLE DEL ORO	7902	0		B09S-	D093-102	4	
2430	70648	70649	1/1/1959	221	8	VC	230.6500	3.00%	16	6	237.2700	CALLE DEL ORO	7962	0	D	182	B09S-183	2	Rehab Main
												LA JOLLA SCENIC N							
7361	75365	75478	1/1/1958	347	8	VC	391.5400	0.40%	12	1	392.9200	DR	6503	0	D	C08S-74	C08S-225	4	Rehab Main
				100				o .oo(LA JOLLA SCENIC N			_				
7362	75366	75365	1/1/1958	192	8	VC	392.9200	0.40%	12	1	393.6900	DR LA JOLLA SCENIC N	6503	0	D	C08S-75	C08S-74	2	Rehab Main
7363	75367	75366	1/1/1958	165	8	VC	393.6900	0.40%	11	0	394.3500	DR	6503	0	D	C08S-76	C08S-75	3	Rehab Main
7303	/330/	/3300	1, 1, 1990	105	0		333.0300	0.4070		Ŭ	331.3300	LA JOLLA SCENIC N	0303			C08S-	000075		
7468	75478	75479	1/1/1958	93	8	VC	391.1700	0.40%	20	1	391.5400	DR	6503	0	D	225	C08S-226	0	Rehab Main
																			PR/Rehab/Intruding
												LA JOLLA SCENIC N				C08S-			lateral/Possible easement
7469	75479	75477	1/1/1958	89	8	VC	390.8200	0.39%	22	10	391.1700		6500	0	D	226	C08S-224	1	verification
7470	75480	75479	1/1/1958	347	8	VC	391.1700	0.41%	20	9	392.5800	LA JOLLA SCENIC N DR	6497	0	D	C08S- 227	C08S-226	0	Rehab Main
7470	75480	75475	1/1/1550	547	0	vc	551.1700	0.41/0	20		352.5800	LA JOLLA SCENIC N	0457			C08S-	0003-220	0	
7471	75481	75480	1/1/1958	350	8	VC	392.5800	0.40%	18	5	393.9800	DR	6496	0	D	228	C08S-227	1	Rehab Main
																C08S-			Concrete Encasement/Rehab
7494	75571	75502		202	8	VC	344.9100	0.40%	36	27	345.7200	TORREY PINES RD		0		330	C08S-249	0	Main
7.405	75500	75505		205	0						244.0400					C08S-	0000 050		
7495	75502	75505		305	8	VC	332.7000	4.00%	24	9	344.9100	TORREY PINES RD		0		249 C08S-	C08S-252	0	Rehab Main
7496	75516	75506	1/1/1968	185	8	VC	364.7000	0.40%	25	14	365.4400	CLIFFRIDGE AV	13419	0	D	263	C08S-253	0	Rehab Main/In easement
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1, 1, 1900					011070								C08S-			
7497	75506	75503	1/1/1968	50	8	VC	364.5000	0.40%	25	14	364.7000	TORREY PINES RD	13419	0	D	253	C08S-250	0	Rehab Main/In easement
																C08S-			
7500	75508	70441	1/1/1966	145	8	VC	360.6100	5.19%	10	0	368.1300	INVERNESS DR	12528	5	D	255	C08S-71	4	Rehab Main
7501	75505	75507		295	8	VC	317.9600	5.00%	24	10	332.7000	TORREY PINES RD		0		C08S- 252	C08S-254	0	Rehab Main
7301	1000	1000		295	0	vc	517.5000	5.0070	24	10	552.7000					C08S-	005-254	0	
7502	75507	75509		231	8	VC	306.4200	5.00%	24	10	317.9600	TORREY PINES RD		0		254	C08S-256	0	Rehab Main
																C08S-			
7503	75509	75510		253	8	VC	293.7700	5.00%	33	10	306.4200	TORREY PINES RD	ļ	0		256	C08S-257	0	Rehab Main
7504	75540	76644		252			202 4200	4 450/	22	24	202 7700					C08S-	C000 250	_	
7504	75510	75511		252	8	VC	283.4300	1.15%	33	21	293.7700	TORREY PINES RD		0		257 C08S-	C08S-258	0	Rehab Main
7505	75512	75513	1/1/1969	147	8	VC	368.5800	4.37%	19	0	375.0000	CLIFFRIDGE CT	13626	5	D	259	C08S-260	6	Rehab Main
			_, _, _000	,											_	C08S-	2230 200		
7506	75513	75514	1/1/1968	240	8	VC	367.6200	0.40%	23	8	368.5800	CLIFFRIDGE AV	13626	3	D	260	C08S-261	3	Rehab Main
																C08S-			
7507	75520	75514	1/1/1968	180	8	VC	367.6200	4.00%	23	1	374.8200	NOTTINGHAM PL	13419	3	D	267	C08S-261	3	Rehab Main

				LGTH	SIZE_N	MATL	DNSTREAMI		MAX_d_	MAX_q			DWG_NU	DWG	DWG				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UМ	_CD	Е	SLOPE	 D	_Q	UPSTRM_INV	STRT_NM	M	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
																C08S-			Rehab Main/0.4% slope per
7508	75514	75515	1/1/1968	323	8	VC	366.8300	0.24%	25	14	367.6200	CLIFFRIDGE AV	13419	0	D	261	C08S-262	7	13419-4-D
																C08S-			
7509	75519	75515	1/1/1968	179	8	VC	366.8300	7.24%	20	0	379.7900	SUGARMAN WY	13419	5	D	266	C08S-262	5	Rehab Main
																C08S-			
7510	75515	75516	1/1/1968	221	8	VC	365.4400	0.63%	23	10	366.8300	CLIFFRIDGE AV	13419	0	D	262	C08S-263	3	Rehab Main
																C08S-			
7511	75517	75516	1/1/1968	58	8	VC	365.4400	14.98%	23	0	374.1300	CLIFFRIDGE AV	13419	5	D	264	C08S-263	1	Rehab Main
																C08S-			
7512	75518	75517	1/1/1968	159	8	VC	374.1300	1.18%	10	1	85.2700	SUGARMAN CT	13419	5	D	265	C08S-264	8	Rehab Main
												LA JOLLA SCENIC N				C08S-			
7515	75526	75481	1/1/1958	350	8	VC	393.9800	0.40%	15	4	395.3800	DR	6496	0	D	273	C08S-228	6	Rehab Main
												LA JOLLA SCENIC N				C08S-			
7516	75527	75526	1/1/1958	350	8	VC	395.3800	0.40%	14	3	396.7800	DR	6496	0	D	274	C08S-273	5	Rehab Main
																C08S-			
7517	75523	75522	1/1/1968	190	8	VC	392.0700	2.50%	11	0	396.8200	NOTTINGHAM PL	13419	3	D	270	C08S-269	5	Rehab Main
																C08S-			
7518	75522	75520	1/1/1968	230	8	VC	374.8200	7.50%	11	0	392.0700	NOTTINGHAM PL	13419	3	D	269	C08S-267	4	Rehab Main
					_					_		LA JOLLA SCENIC N			_	C08S-			
7519	75528	75527	1/1/1958	350	8	VC	396.7800	0.40%	14	3	398.1800	DR	6496	0	D	275	C08S-274	4	Rehab Main
					_				-	_					_	C08S-		_	
7520	75531	75530	1/1/1959	288	8	VC	345.1200	1.00%	0	0	348.1200	CRANBROOK CT	8396	0	D	278	C08S-277	7	Rehab Main
															_	C08S-			
7521	75530	75529	1/1/1959	100	8	VC	343.1200	2.00%	0	0	345.1200	CRANBROOK CT	8396	0	D	277	C08S-276	2	Rehab Main
															_	C08S-			
7522	75529	75540	1/1/1959	153	8	VC	330.1200	8.50%	0	0	343.1200	CRANBROOK CT	8396	0	D	276	C08S-287	2	Rehab Main
7500	75540	75520	4/4/4050	225	_		206 4200	10 2004			220 4200		0204			C08S-	6006 2 06	2	
7523	75540	75539	1/1/1959	235	8	VC	306.1200	10.20%	0	0	330.1200	SUGARMAN DR	8394	0	D	287	C08S-286	2	Rehab Main
7524	75537	75520	1/1/1050	107			210 1200	15 700/	0	0	220 1200		0204		5	C08S-	C000 205	2	
7524	75537	75538	1/1/1959	127	8	VC	318.1200	15.70%	0	0	338.1200	SUGARMAN DR	8394	0	D	284 C08S-	C08S-285	2	Rehab Main
7525	75534	75537	1/1/1050	276	8	VC	338.1200	12.30%	0	0	372.1200		8394			281	CU05 201	4	Rehab Main
/525	75534	/553/	1/1/1959	270	0	٧C	338.1200	12.30%	0	0	372.1200	SUGARMAN DR	8394	0	D	281 C08S-	C08S-284	4	Reliad Main
7526	75532	75534	1/1/1959	165	8	VC	372.1200	7.20%	0	0	383.9500	SUGARMAN DR	8393	0	D	279	C08S-281	3	Rehab Main
7320	75552	75554	1/1/1939	103	0	vc	372.1200	7.2076	0	0	363.9300	JUGARIVIAN DR	0393	0		C08S-	0003-201	5	
7527	75533	75534	1/1/1959	212	8	VC	372.1200		0	0	381.1300	KILBOURN DR	8396	0	D	280	C08S-281	0	Rehab Main
7527	7333	75554	1/1/1939	212	0	ve	372.1200		0	0	381.1300	KILBOOKN DK	0390	0		C08S-	0005-201	0	
7528	75551	75535	1/1/1959	200	8	VC	340.9200	3.10%	0	0	347.1200	BREMERTON PL	8393	0	D	304	C08S-282	7	Rehab Main
, 520	13331	1000	1/1/1999	200	0		5-0.5200	5.1070	0	0	577.1200		0000			C08S-	2003-202	/	
7529	75535	75536	1/1/1959	200	8	VC	340.1200	0.40%	0	0	340.9200	TORREY PINES RD	8393	0	D	282	C08S-283	5	Rehab Main
, , , , , , , , , , , , , , , , , , , ,	, 5555	, 5550	<u>, , , , , , , , , , , , , , , , , , , </u>	200			510.1200	0.4070			5 10.5200			١Ť		C08S-	2005 205		
7530	75536	75537	1/1/1959	182	8	VC	338.1200	1.10%	0	0	340.1200	BREMERTON PL	8393	0	D	283	C08S-284	1	Rehab Main
,			<u>-, -, -, -</u> , -, -, -, -, -, -, -, -, -, -, -, -, -,	-04			0001200	1.10/0		Ŭ	0.01200			Ť		C08S-	2000 201	<u> </u>	
7559	75553	75552	1/1/1959	58	8	VC	381.8200		0	0	382.0500	KILBOURN DR	8396	0	D	306	C08S-305	0	Rehab Main

				LGTH	SIZE_N	MATL	DNSTREAMI		MAX_d	MAX a			DWG_NU	DWG	DWG				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	M	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
		_				-									_	 C08S-			
7560	75552	75533	1/1/1959	276	8	VC	381.1300		0	0	381.8200	KILBOURN DR	8396	0	D	305	C08S-280	0	Rehab Main
									. –					_	_				
7595	75599	75597	1/11/1980	297	8	VC	330.0000	3.37%	17	1	340.0000	CAMTO LACAYO	14886	7	D	C09S-3	C09S-1	7	Rehab Main
7599	75826	75,000	1/1/1004	350	8	NC	205 0000	0.240/	1.4	4	0.0000	LA JOLLA SCENIC N	11494	1		C09S- 298	C09S-14	2	Rehab Main
/ 599	/5820	75608	1/1/1964	350	8	VC	385.8000	0.34%	14	4	0.0000	DR LA JOLLA SCENIC N	11494		D	298	095-14	2	Reliab Main
7601	75609	75611	1/1/1969	170	8	VC	385.0500	3.79%	10	0	391.5000	DR	13996	3	D	C095-18	C09S-15	2	Rehab Main
,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	1/1/1000	1/0	<u> </u>		30310300	517570	10		33113000	LA JOLLA SCENIC N	10000			0050 10	0030 13	_	Encasement Unknow/Rehab
7609	75611	75610	1/1/1969	30	8	vc	384.4000	2.17%	16	0	385.0500	DR	13996	3	D	C09S-17	C09S-18	0	Main
												LA JOLLA SCENIC N							
7639	75643	75642	1/1/1969	65	8	VC	385.0500	8.54%	11	0	390.6000	DR	13996	3	D	C09S-57	C09S-58	1	Rehab Main
												LA JOLLA SCENIC N							Encasement Unknow/Rehab
7640	75642	75610	1/1/1969	30	8	VC	384.4000	2.17%	16	0	385.0500	DR	13996	3	D	C09S-57	C09S-17	0	Main
												LA JOLLA SCENIC N							
7641	75641	75642	1/1/1969	185	8	VC	385.0500	3.22%	11	0	391.0000		13996	3	D	C09S-56	C09S-57	2	Rehab Main
7642	75640	75641	1/1/1969	95	8	vc	391.0000	0.52%	10	0	391.5000	LA JOLLA SCENIC N DR	13996	3	D		C09S-55	1	Rehab Main
7042	73040	73041	1/1/1909	93	0	vc	391.0000	0.3276	10	0	391.3000	DK	13990	5		093-30	093-33	L	
7646	75645	75513	1/1/1969	287	8	vc	368.5800	0.84%	19	4	371.0000	CLIFFRIDGE AV	13626	3	D	C09S-60	C08S-260	3	Rehab Main
					-			010170							_				
7647	75646	75645	1/1/1969	123	8	VC	371.0000	4.07%	15	0	376.0000	CLIFFRIDGE WY	13626	5	D	C09S-61	C09S-60	5	Rehab Main
7648	75657	75645	1/1/1969	217	8	VC	371.0000	0.92%	15	3	373.0000	CLIFFRIDGE AV	13626	3	D	C09S-73	C09S-60	4	Rehab Main
7649	75656	75657	1/1/1969	149	8	VC	373.0000	1.34%	14	2	375.0000	CLIFFRIDGE LN	13626	4	D	C09S-72	C09S-73	1	Rehab Main
Rehab Main																			
/Possible																			Rehab Main /Possible
easement verification	75655	75656	1/1/1969	156	6	VC	375.0000	0.42%	17	1	375.6500	CLIFFRIDGE LN	13626	6	D	C095-70	C09S-72	0	easement verification
Vermeation	73033	75050	1/1/1505	150	Ŭ	10	375.0000	0.4270	17		373.0300		13020			C09S-	000072	0	
7651	75820	75656	1/1/1969	184	8	vc	375.0000	1.63%	13	2	387.0000	CLIFFRIDGE LN	13626	4	D	288	C09S-72	5	Rehab Main
7652	75647	75820	1/1/1969	277	8	VC	387.0000	5.24%	12	1	392.5000	CLIFFRIDGE LN	13626	2	D	C09S-62	C09S-288	6	Rehab Main
																C08S-			
7653	75521	75647	1/1/1969	279	8	VC	392.5000	0.90%	11	1	395.0000	CLIFFRIDGE LN	13626	2	D	268	C09S-62	7	Rehab Main
												LA JOLLA SCENIC N							
7654	75648	75528	1/1/1958	350	8	VC	398.1800	1.00%	14	2	401.6800		6496	0	D	C09S-63	C08S-275	1	Rehab Main
7655	75649	75648	1/1/1958	58	8	VC	401.6800	0.50%	13	2	401.9700	LA JOLLA SCENIC N DR	6495	0	D	CU02-64	C09S-63	0	Rehab Main
,055	73043	7,5040	1,1,1330	50		vc	-01.0000	0.0070	15	<u> </u>	401.5700	LA JOLLA SCENIC N	0495			0000-04	0000000		
7656	75650	75649	1/1/1958	350	8	VC	401.9700	0.40%	13	2	403.3700	DR	6495	0	D	C09S-65	C09S-64	4	Rehab Main
			,,		1							LA JOLLA SCENIC N							
7657	75670	75650	1/1/1958	350	8	VC	403.3700	0.40%	13	1	404.7700	DR	6495	0	D	C09S-90	C09S-65	4	Rehab Main

				LGTH	SIZE N	MATL	DNSTREAMI		MAX_d_	MAX a			DWG_NU	DWG	DWG				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	M	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
		_				_										_			
7658	75651	75652	1/11/1980	224	8	VC	390.3000	1.38%	10	0	393.4000	CAMTO HELECHO	14886	4	D	C09S-66	C09S-67	3	Rehab Main
7659	75654	75652	1/11/1980	240	8	VC	280 2000	2 710/	11	1	386.8000	CAMTO LINTERNA	14886		D	C005 60		4	Rehab Main
7059	/5054	75653	1/11/1980	240	0	VC	380.3000	2.71%	11		380.8000	LA JOLLA SCENIC N	14880	5	D	C09S-69	C09S-68	4	
7660	75666	75670	1/1/1958	264	8	VC	404.7700	0.40%	12	1	405.8300	DR	6495	0	D	C09S-86	C09S-90	4	Rehab Main
7661	75652	75667	1/11/1980	269	8	VC	381.7700	3.17%	10	0	390.3000	CAMTO HELECHO	14886	4	D	C09S-67	C09S-87	4	Rehab Main
7662	75667	75668	1/11/1980	138	8	VC	377.4000	3.16%	10	0	381.7700	CAMTO HELECHO	14886	4	D	C005 97	C09S-88	4	Rehab Main/Possible easement verification
7002	/300/	75008	1/11/1960	120	0	vc	577.4000	5.10%	10	0	381.7700		14000	4	D	093-87	093-00	4	
7663	75668	75669	1/11/1980	206	8	VC	374.8200	1.25%	12	0	377.4000	VIA POSADA	14886	6	D	C09S-88	C09S-89	1	Rehab Main
																			Rehab Main/Possible
7664	75653	75669	1/11/1980	127	8	VC	374.8200	4.31%	12	1	380.3000	CAMTO LINTERNA	14886	5	D	C09S-68	C09S-89	2	easement verification
7665	75669	75821	1/11/1980	217	8	VC	372.1000	1.25%	12	1	374.8200	VIA POSADA	14886	6	D	C005-80	C09S-291	3	Rehab Main
7005	75005	73021	1/11/1500	217	0	ve	572.1000	1.2370	12		574.8200		14000		U	C09S-	0000 201	5	
7666	75821	75660	1/11/1980	283	8	VC	369.8000	0.81%	11	1	372.1000	VIA POSADA	14886	6	D	291	C09S-77	4	Rehab Main
Rehab Main																			
/Possible																			
easement verification	75660	75848	1/11/1980	318	8	VC	359.0000	3.40%	11	1	369.8000	VIA POSADA	14886	6	D	C095-77	C09S-338	6	Rehab Main /Possible easement verification
Vermeation	75000	75040	1/11/1500	510	0	ve	333.0000	3.4070	11	-	309.8000		14000		U	000077	0000 000	0	casement vermeation
7668	75661	75662	1/11/1980	169	8	VC	343.2000	5.62%	14	0	352.7000	CAMTO LACAYO	14886	8	D	C09S-79	C09S-80	3	Rehab Main
/Possible	75662	75663	1/11/1980	296	8	VC	336.6200	2.22%	14	3	343.2000	CAMTO MARITIMO	14886	8	D	C09S-80	C09S-81	5	easement verification
7670	75662	75507		200			220.0000	a a a a a a	47	2			1 4000		5	6006.04	6006.4	c.	Rehab Main /Possible
7670	75663	75597	1/11/1980	298	8	VC	330.0000	2.22%	17	3	336.6200	CAMTO MARITIMO	14886	9	D	C09S-81	C09S-1	6	easement verification
7671	75664	75599	1/11/1980	293	8	VC	340.0000	2.46%	11	1	347.2000	CAMTO LACAYO	14886	7	D	C09S-82	C09S-3	8	Rehab Main
Rehab Main																			
/Possible																			
easement	75040	75664	1/11/1000	202	0		247 2000	4.020/	11	1	350 0000		14000	_		C09S-	C005 03	_	Rehab Main /Possible
verification	75848	75664	1/11/1980	293	8	VC	347.2000	4.03%	11	1	359.0000	CAMTO LACAYO	14886	7	D	338 C09S-	C09S-82	5	easement verification
7675	75827	75826	1/1/1964	350	8	VC	0.0000	0.46%	15	3	388.6000	DR	11494	1	D	299	C09S-298	3	Rehab Main
7676	75674	75673	1/1/1967	271	8	VC	347.9700	1.30%	0	0	351.4900	SUGARMAN DR	12985	2	D	C09S-94	C09S-93	6	Rehab Main
7677	75072	75 (72)	1/1/1007	140			242.0100	2 400/			247 0700		12005			C005 03	C005.02		
7677	75673	75672	1/1/1967	146	8	VC	343.0100	3.40%	0	0	347.9700	SUGARMAN DR	12985	2	D	C092-93	C09S-92	3	Rehab Main Rehab Main/0.4% slope per
7678	75672	75671	1/1/1959	175	8	VC	342.4000	0.40%	0	0	343.0100	SUGARMAN DR	8395	0	D	C09S-92	C09S-91	3	12985-2-D
7679	75671	75689	1/1/1959	297	8	VC	341.1200	0.40%	0	0	342.4000	SUGARMAN DR	8395	0	D	C19S-91	C19S-112	1	Rehab Main

				LGTH_	SIZE_N	MATL	DNSTREAMI		MAX_d_	MAX_q			DWG_NU	DWG_	DWG_				
FAC_SEQ_NU	US_FAC	DS_FAC	INST_DT	QTY	UM	_CD	E	SLOPE	D	_Q	UPSTRM_INV	STRT_NM	М	SHT	TYP_	US_MH	DS_MH	LATERALS	COMMENTS
																C09S-			
7699	75825	75540	1/1/1959	296	8	VC	330.1200	1.00%	0	0	333.1200	SUGARMAN DR	8396	0	D	297	C08S-287	4	Rehab Main
																C09S-			
7700	75824	75825	1/1/1959	234	8	VC	333.1200	0.90%	0	0	335.1200	SUGARMAN DR	8395	0	D	296	C09S-297	5	Rehab Main
																C09S-			
7701	75823	75824	1/1/1959	181	8	VC	335.1200	0.60%	0	0	336.1200	SUGARMAN DR	8395	0	D	295	C19S-296	3	Rehab Main

APPENDIX H

SEWER LATERAL PIPLINE REHABILITATION AL-1 SPREADSHEETS

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
1	1	167187	8560	AVNDA DE LAS ONDAS		4"	UNK
2	1	167277	8521	AVNDA DE LAS ONDAS		4"	UNK
3	1	167358	8495	LA JOLLA SHORES	DR	4"	UNK
4	1	167430	8434	AVNDA DE LAS ONDAS		4"	UNK
5	1	298252	2340	CALLE CORTA		4"	UNK
6	1	298276	2331	CALLE CORTA		4"	UNK
7	1	167206	8550	AVNDA DE LAS ONDAS		4"	UNK
8	1	167387	2341	CALLE CORTA		4"	UNK
9	1	167423	8435	AVNDA DE LAS ONDAS		4"	UNK
10	1	298291	8434	AVNDA DE LAS ONDAS		4"	UNK
11	1	167259	8530	AVNDA DE LAS ONDAS		4"	UNK
12	1	167361	2320	CALLE CORTA		4"	UNK
13	1	298234	2350	CALLE CORTA		4"	UNK
14	1	298125	2337	CALLE CHIQUITA		4"	UNK
15	1	298209	2325	CAM DEL COLLADO		4"	UNK
16	1	298261	8445	AVNDA DE LAS ONDAS		4"	UNK
17	1	167288	2336	CAM DEL COLLADO		4"	UNK
18	1	167368	2351	CALLE CORTA		4"	UNK
19	1	280852	8424	AVNDA DE LAS ONDAS		4"	UNK
20	1	298271	2341	CALLE CORTA		4"	UNK
21	1	167293	8503	LA JOLLA SHORES	DR	4"	UNK
22	1	167307	8511	AVNDA DE LAS ONDAS		4"	UNK
23	1	298111	2326	CALLE CHIQUITA		4"	UNK
24	1	298134	8545	AVNDA DE LAS ONDAS		4"	UNK
25	1	167176	2336	CALLE CHIQUITA		4"	UNK
26	1	167228	8540	AVNDA DE LAS ONDAS		4"	UNK
27	1	167251	8531	AVNDA DE LAS ONDAS		4"	UNK
28	1	298226	8501	AVNDA DE LAS ONDAS		4"	UNK
29	1	298275	2323	CALLE CORTA		4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
30	1	167182	2316	CALLE CHIQUITA		4"	UNK
31	1	167346	2335	CAM DEL COLLADO		4"	VC
32	1	167354	2340	CALLE CORTA		4"	UNK
33	1	298147	8545	AVNDA DE LAS ONDAS		4"	UNK
34	1	298194	2320	CAM DEL COLLADO		4"	UNK
35	1	298196	8520	AVNDA DE LAS ONDAS		4"	UNK
36	1	298259	2330	CALLE CORTA		4"	UNK
37	2	298505	2414	CALLE DEL ORO		4"	UNK
38	2	298533	8416	WESTWAY	DR	4"	UNK
39	2	298664	8361	DEL ORO	СТ	4"	UNK
40	2	168124	8315	CALLE DEL CIELO		4"	UNK
41	2	168284	8275	LA JOLLA SHORES	DR	4"	UNK
42	2	280853	8414	AVNDA DE LAS ONDAS		4"	UNK
43	2	167981	8328	LA JOLLA SHORES	DR	4"	UNK
44	2	298503	2404	CALLE DEL ORO		4"	UNK
45	2	298644	8361	CALLE DEL CIELO		4"	UNK
46	2	167705	2305	CALLE DEL ORO		4"	UNK
47	2	298494	2340	CALLE DEL ORO		4"	UNK
48	2	298498	2380	CALLE DEL ORO		4"	UNK
49	2	298594	8371	DEL ORO	СТ	4"	UNK
50	2	167708	2323	CALLE DEL ORO		4"	UNK
51	2	167727	2385	CALLE DEL ORO		4"	UNK
52	2	298635	8366	CALLE DEL CIELO		4"	UNK
53	2	298689	2443	CALLE DEL ORO		4"	UNK
54	2	167927	8351	DEL ORO	СТ	4"	UNK
55	2	168296	8303	LA JOLLA SHORES	DR	4"	UNK
56	2	298896	8319	LA JOLLA SHORES	DR	4"	UNK
57	2	298493	2330	CALLE DEL ORO		4"	UNK
58	2	167719	2355	CALLE DEL ORO		4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
59	2	167764	2415	CALLE DEL ORO		4"	UNK
60	2	168198	8305	CALLE DEL CIELO		4"	UNK
61	3	168611	8283	LA JOLLA SHORES	DR	4"	UNK
62	3	168672	2327	VALLECITOS		4"	UNK
63	3	299153	2318	VALLECITOS		4"	UNK
64	3	299195	0			4"	UNK
65	3	168617	2324	VALLECITOS		4"	UNK
66	3	168664	8177	LA JOLLA SHORES		4"	UNK
67	3	168699	2345	VALLECITOS		4"	UNK
68	3	299156	0			4"	UNK
69	3	299187	2350	VALLECITOS		4"	UNK
70	3	5628012	0			4"	PVC
71	3	168666	2305	VALLECITOS		4"	UNK
72	3	168622	2336	VALLECITOS		4"	UNK
73	3	168641	2342	VALLECITOS		4"	UNK
74	3	168670	2321	VALLECITOS		4"	UNK
75	3	168673	2333	VALLECITOS		4"	UNK
76	3	168689	2339	VALLECITOS		4"	UNK
77	4	168708	8171	CALLE DEL CIELO		4"	UNK
78	4	299431	2641	CALLE DEL ORO		4"	UNK
79	4	299463	2655	CALLE DEL ORO		4"	UNK
80	4	168715	2586	CALLE DEL ORO		4"	UNK
81	4	376169	8130	PRESTWICK	DR	4"	UNK
82	4	168719	8194	PRESTWICK	DR	4"	UNK
83	4	169013	0			4"	UNK
84	4	299146	2572	CALLE DEL ORO		4"	UNK
85	4	299410	8144	PRESTWICK	DR	4"	UNK
86	4	299204	8171	CALLE DEL CIELO		4"	UNK
87	4	299256	8195	PRESTWICK	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
88	4	299401	2631	CALLE DEL CIELO		4"	HDPE
89	4	168642	2486	VALLECITOS	СТ	4"	UNK
90	4	169029	2669	CALLE DEL ORO		4"	UNK
91	4	299254	8195	PRESTWICK	DR	4"	UNK
92	4	299367	2621	CALLE DEL ORO		4"	UNK
93	4	168606	2466	VALLECITOS	СТ	4"	UNK
94	4	169045	8101	PRESTWICK	DR	4"	UNK
95	4	169051	2685	CALLE DEL ORO		4"	UNK
96	4	299344	8171	PRESTWICK	DR	4"	UNK
97	4	299484	8115	PRESTWICK	DR	4"	UNK
98	4	168789	8131	CALLE DEL CIELO		4"	UNK
99	4	168621	2446	VALLECITOS	СТ	4"	UNK
100	4	168694	2431	VALLECITOS	СТ	4"	UNK
101	4	168721	8152	CALLE DEL CIELO		4"	UNK
102	4	299221	8201	PRESTWICK	DR	4"	UNK
103	4	299258	8151	CALLE DEL CIELO		4"	VC
104	4	299481	2648	CALLE DEL ORO		4"	UNK
105	5	167820	2429	CALLE DEL ORO		4"	UNK
106	5	167861	2442	CALLE DEL ORO		4"	UNK
107	5	168409	2533	CALLE DEL ORO		4"	UNK
108	5	168548	2562	CALLE DEL ORO		4"	UNK
109	5	298736	2457	CALLE DEL ORO		4"	UNK
110	5	298850	2502	CALLE DEL ORO		4"	UNK
111	5	298986	2542	CALLE DEL ORO		4"	UNK
112	5	299037	2543	CALLE DEL ORO		4"	UNK
113	5	376162	2430	CALLE DEL ORO		4"	UNK
114	5	168342	2532	CALLE DEL ORO		4"	UNK
115	5	168493	2552	CALLE DEL ORO		4"	UNK
116	5	298904	0			4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
117	5	168127	2485	CALLE DEL CIELO		4"	UNK
118	5	168316	2521	CALLE DEL CIELO		4"	UNK
119	5	298690	2456	CALLE DEL ORO		4"	UNK
120	5	168043	2470	CALLE DEL ORO		4"	UNK
121	5	168219	2505	CALLE DEL ORO		4"	UNK
122	5	298865	2512	CALLE DEL ORO		4"	UNK
123	5	298791	2471	CALLE DEL ORO		4"	UNK
124	5	298817	2502	CALLE DEL ORO		4"	UNK
125	5	298963	2532	CALLE DEL ORO		4"	UNK
126	6	167257	8549	PRESTWICK	DR	4"	UNK
127	6	167305	8514	PRESTWICK	DR	4"	UNK
128	6	167327	8504	PRESTWICK	DR	4"	UNK
129	6	167338	8490	WHALE WATCH	WY	4"	UNK
130	6	298163	8548	PRESTWICK	DR	4"	UNK
131	6	298168	2658	PRESTWICK	СТ	4"	UNK
132	6	298170	2638	PRESTWICK	СТ	4"	UNK
133	6	167328	8505	PRESTWICK	DR	4"	UNK
134	6	298179	8529	PRESTWICK	DR	4"	UNK
135	6	298418	8422	PRESTWICK	DR	4"	UNK
136	6	167707	8390	PRESTWICK	DR	4"	UNK
137	6	167266	8539	PRESTWICK	DR	4"	UNK
138	6	298525	8391	PRESTWICK	DR	4"	UNK
139	6	298442	8419	PRESTWICK	DR	4"	UNK
140	6	298485	8405	PRESTWICK	DR	4"	UNK
141	6	167269	2678	PRESTWICK	СТ	4"	UNK
142	6	298156	8558	PRESTWICK	DR	4"	UNK
143	6	298389	8444	PRESTWICK	DR	4"	UNK
144	6	298476	8404	PRESTWICK	DR	4"	UNK
145	6	167271	8528	PRESTWICK	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
146	6	167275	2645	PRESTWICK	СТ	4"	UNK
147	6	167531	8433	PRESTWICK	DR	4"	UNK
148	6	298195	8515	PRESTWICK	DR	4"	UNK
149	7	167248	2823	INVERNESS	DR	4"	UNK
150	7	298066	8640	DUNAWAY	DR	4"	UNK
151	7	298110	2871	INVERNESS	DR	4"	UNK
152	7	298128	2847	INVERNESS	DR	4"	UNK
153	7	298230	2739	INVERNESS	DR	4"	UNK
154	7	167098	8660	DUNAWAY	DR	4"	UNK
155	7	167181	2859	INVERNESS	DR	4"	UNK
156	7	167298	2787	INVERNESS	DR	4"	UNK
157	7	167309	2756	INVERNESS	DR	4"	UNK
158	7	298101	2883	INVERNESS	DR	4"	UNK
159	7	298169	8538	PRESTWICK	DR	4"	UNK
160	7	167097	8656	GLENWICK	LN	4"	UNK
161	7	167130	2725	INVERNESS	СТ	4"	UNK
162	7	167201	8589	GLENWICK	DR	4"	UNK
163	7	298132	8578	GLENWICK	DR	4"	UNK
164	7	298145	8568	GLENWICK	DR	4"	UNK
165	7	167114	8641	DUNAWAY	DR	4"	UNK
166	7	167138	2768	INVERNESS	СТ	4"	UNK
167	7	167207	2838	INVERNESS	DR	4"	UNK
168	7	298136	8579	PRESTWICK	DR	4"	UNK
169	7	167272	2815	INVERNESS	DR	4"	UNK
170	7	298075	2744	INVERNESS	СТ	4"	UNK
171	7	298089	2745	INVERNESS	СТ	4"	UNK
172	7	298100	2665	INVERNESS	СТ	4"	UNK
173	7	298120	8588	PRESTWICK	DR	4"	UNK
174	7	298174	2792	INVERNESS	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
175	7	298205	2775	INVERNESS	DR	4"	UNK
176	7	298223	2732	INVERNESS	DR	4"	UNK
177	7	167100	8665	DUNAWAY	DR	4"	UNK
178	7	167105	8653	DUNAWAY	DR	4"	UNK
179	7	167222	2835	INVERNESS	DR	4"	UNK
180	7	298157	8559	PRESTWICK	DR	4"	UNK
181	7	167110	2728	INVERNESS	СТ	4"	UNK
182	7	167290	2780	INVERNESS	DR	4"	UNK
183	7	298112	8599	PRESTWICK	DR	4"	UNK
184	7	298150	8569	PRESTWICK	DR	4"	UNK
185	7	298165	2810	INVERNESS	DR	4"	UNK
186	7	167111	2710	INVERNESS	СТ	4"	UNK
187	7	167321	2763	INVERNESS	DR	4"	UNK
188	7	298190	2803	INVERNESS	DR	4"	UNK
189	7	298197	2768	INVERNESS	DR	4"	UNK
190	8	167359	2727	INVERNESS	DR	4"	UNK
191	8	167383	2715	INVERNESS	DR	4"	UNK
192	8	298216	2744	INVERNESS	DR	4"	UNK
193	8	167329	2751	INVERNESS	DR	4"	UNK
194	9	168388	8271	PRESTWICK	DR	4"	UNK
195	9	5217049	8204	CAMTO MARITIMO		4"	UNK
196	9	168628	8206	CAMTO LACAYO		4"	UNK
197	9	5217045	8204	CAMTO MARITIMO		4"	UNK
198	9	168647	8206	CAMTO LACAYO		4"	UNK
199	9	5217047	8204	CAMTO MARITIMO		4"	UNK
200	9	168381	8204	CAMTO MARITIMO		4"	UNK
201	9	299028	8257	PRESTWICK	DR	4"	UNK
202	9	168511	8206	CAMTO LACAYO		4"	UNK
203	9	168599	8204	CAMTO MARITIMO		4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
204	9	168294	8283	PRESTWICK	DR	4"	UNK
205	9	168668	8204	CAMTO MARITIMO		4"	UNK
206	9	299045	8204	CAMTO MARITIMO		4"	UNK
207	9	5217046	8204	CAMTO MARITIMO		4"	UNK
208	9	5217048	8204	CAMTO MARITIMO		4"	UNK
209	9	168254	8294	PRESTWICK	DR	4"	UNK
210	9	168346	8268	PRESTWICK	DR	4"	UNK
211	9	168413	8204	CAMTO MARITIMO		4"	UNK
212	9	168424	8258	PRESTWICK	DR	4"	UNK
213	9	168558	8204	CAMTO MARITIMO		4"	UNK
214	10	168962	8130	PRESTWICK	DR	4"	UNK
215	10	5217041	8204	CAMTO MARITIMO		4"	UNK
216	10	169291	2638	TORREY PINES	DR	4"	UNK
217	10	299378	8157	PRESTWICK	DR	4"	UNK
218	10	299629	2638	TORREY PINES	DR	4"	UNK
219	10	299302	8185	PRESTWICK	DR	4"	UNK
220	10	1129669	8156	PRESTWICK	DR	4"	ABS
221	10	5217040	8204	CAMTO MARITIMO		4"	UNK
222	10	168955	8129	PRESTWICK	DR	4"	UNK
223	10	5217027	8206	CAMTO LACAYO		4"	UNK
224	10	168759	8182	PRESTWICK	DR	4"	UNK
225	10	168918	8143	PRESTWICK	DR	4"	UNK
226	10	299374	8157	PRESTWICK	DR	4"	UNK
227	10	5217038	8206	CAMTO LACAYO		4"	UNK
228	10	168818	8172	PRESTWICK	DR	4"	UNK
229	10	376171	0			8"	UNK
230	10	5217035	8206	CAMTO LACAYO		4"	UNK
231	10	5217037	8206	CAMTO LACAYO		4"	UNK
232	10	5217043	8204	CAMTO MARITIMO		4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
233	11	298972	8206	CAMTO LACAYO		4"	UNK
234	11	299126	8251	LA JOLLA SCENIC N	DR	4"	UNK
235	11	5217011	8206	CAMTO LACAYO		4"	UNK
236	11	5217024	8206	CAMTO LACAYO		4"	UNK
237	11	5217033	8206	CAMTO LACAYO		4"	UNK
238	11	168303	8299	LA JOLLA SCENIC N	DR	4"	UNK
239	11	298959	8289	LA JOLLA SCENIC N	DR	4"	UNK
240	11	5217009	8206	CAMTO LACAYO		4"	UNK
241	11	5217025	8206	CAMTO LACAYO		4"	UNK
242	11	5217044	8206	CAMTO LACAYO		4"	UNK
243	11	5217008	2930	VIA POSADA		4"	UNK
244	11	5217034	8206	CAMTO LACAYO		4"	UNK
245	11	168556	8258	SUGARMAN	DR	4"	UNK
246	11	168998	8121	LA JOLLA SCENIC N	DR	4"	UNK
247	11	5217028	8206	CAMTO LACAYO		4"	UNK
248	11	5217032	8206	CAMTO LACAYO		4"	UNK
249	11	299093	8261	LA JOLLA SCENIC N	DR	4"	UNK
250	11	5217021	8206	CAMTO LACAYO		4"	UNK
251	11	5217023	8206	CAMTO LACAYO		4"	UNK
252	11	5217030	8206	CAMTO LACAYO		4"	UNK
253	11	168969	8143	LA JOLLA SCENIC N	DR	4"	UNK
254	11	299201	8233	LA JOLLA SCENIC N	DR	4"	UNK
255	11	5217022	8206	CAMTO LACAYO		4"	UNK
256	11	168437	8278	SUGARMAN	DR	4"	UNK
257	11	168515	8206	CAMTO LACAYO		4"	UNK
258	11	168935	8155	LA JOLLA SCENIC N	DR	4"	UNK
259	11	299300	8206	CAMTO LACAYO		4"	UNK
260	11	168431	8206	CAMTO LACAYO		4"	UNK
261	11	299042	8271	LA JOLLA SCENIC N	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
262	11	5217007	8206	CAMTO LACAYO		4"	UNK
263	11	5217026	8206	CAMTO LACAYO		4"	UNK
264	11	5217029	8206	CAMTO LACAYO		4"	UNK
265	11	5217036	8206	CAMTO LACAYO		4"	UNK
266	11	5217042	8204	CAMTO MARITIMO		4"	UNK
267	12	299000	8206	CAMTO LACAYO		4"	UNK
268	12	5216984	2930	VIA POSADA		4"	UNK
269	12	5216986	2930	VIA POSADA		4"	UNK
270	12	5216987	2930	VIA POSADA		4"	UNK
271	12	168212	8315	LA JOLLA SCENIC N		4"	UNK
272	12	5216994	2930	VIA POSADA		4"	UNK
273	12	5216996	2930	VIA POSADA		4"	UNK
274	12	298537	8383	LA JOLLA SCENIC N		4"	UNK
275	12	5216980	2930	VIA POSADA		4"	UNK
276	12	5216990	2930	VIA POSADA		4"	UNK
277	12	5216992	2930	VIA POSADA		4"	UNK
278	12	5217002	2930	VIA POSADA		4"	UNK
279	12	5217003	2930	VIA POSADA		4"	UNK
280	12	298749	8355	LA JOLLA SCENIC N	DR	4"	UNK
281	12	298991	8279	LA JOLLA SCENIC N	DR	4"	UNK
282	12	5216985	2930	VIA POSADA		4"	UNK
283	12	5216989	2930	VIA POSADA		4"	UNK
284	12	5216993	2930	VIA POSADA		4"	UNK
285	12	5217001	2930	VIA POSADA		4"	UNK
286	12	5217010	8206	CAMTO LACAYO		4"	UNK
287	12	167532	8430	CLIFFRIDGE	LN	4"	UNK
288	12	167880	0			4"	UNK
289	12	168030	8355	CLIFFRIDGE	AV	4"	UNK
290	12	298453	8390	CLIFFRIDGE	LN	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
291	12	298780	8355	CLIFFRIDGE	AV	4"	UNK
292	12	5216983	2930	VIA POSADA		4"	UNK
293	12	5216998	2930	VIA POSADA		4"	UNK
294	12	5217000	2930	VIA POSADA		4"	UNK
295	12	5217005	2930	VIA POSADA		4"	UNK
296	12	5217006	2930	VIA POSADA		4"	UNK
297	12	167590	8458	CLIFFRIDGE	AV	4"	UNK
298	12	168473	8206	CAMTO LACAYO		4"	UNK
299	12	5216988	2930	VIA POSADA		4"	UNK
300	12	5217004	2930	VIA POSADA		4"	UNK
301	12	167568	8420	CLIFFRIDGE	LN	4"	UNK
302	12	167651	8403	CLIFFRIDGE	LN	4"	UNK
303	12	298449	8415	LA JOLLA SCENIC N	DR	4"	UNK
304	12	5216981	2930	VIA POSADA		4"	UNK
305	12	5216982	2930	VIA POSADA		4"	UNK
306	12	5216991	2930	VIA POSADA		4"	UNK
307	12	5216995	2930	VIA POSADA		4"	UNK
308	12	5216999	2930	VIA POSADA		4"	UNK
309	12	167555	8427	CLIFFRIDGE	LN	4"	UNK
310	12	298657	8367	LA JOLLA SCENIC N	DR	4"	UNK
311	12	5216997	2930	VIA POSADA		4"	UNK
312	12	5217050	8204	CAMTO MARITIMO		4"	UNK
313	13	167388	2835	CLIFFRIDGE	СТ	4"	UNK
314	13	298304	8515	CLIFFRIDGE	AV	4"	UNK
315	13	298306	0			4"	UNK
316	13	298312	8451	CLIFFRIDGE	LN	4"	UNK
317	13	298335	8450	CLIFFRIDGE	LN	4"	UNK
318	13	298440	8419	CLIFFRIDGE	LN	4"	UNK
319	13	167264	8551	LA JOLLA SCENIC N	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
320	13	167268	8551	CLIFFRIDGE	AV	4"	UNK
321	13	167273	8552	NOTTINGHAM	PL	4"	UNK
322	13	167450	8512	CLIFFRIDGE	AV	4"	UNK
323	13	167491	8440	CLIFFRIDGE	LN	4"	UNK
324	13	167553	8476	CLIFFRIDGE	AV	4"	UNK
325	13	298201	8545	NOTTINGHAM	PL	4"	UNK
326	13	298204	8554	CLIFFRIDGE	AV	4"	UNK
327	13	298248	8480	CLIFFRIDGE	LN	4"	UNK
328	13	167233	8566	NOTTINGHAM	PL	4"	UNK
329	13	167317	8527	LA JOLLA SCENIC N	DR	4"	UNK
330	13	167347	8491	CLIFFRIDGE	LN	4"	UNK
331	13	167478	8443	CLIFFRIDGE	LN	4"	UNK
332	13	298155	8575	NOTTINGHAM	PL	4"	UNK
333	13	298253	2870	CLIFFRIDGE	СТ	4"	UNK
334	13	298283	8461	CLIFFRIDGE	LN	4"	UNK
335	13	167356	2850	CLIFFRIDGE	СТ	4"	UNK
336	13	167384	8528	CLIFFRIDGE	AV	4"	UNK
337	13	167408	8460	CLIFFRIDGE	LN	4"	UNK
338	13	167522	8435	CLIFFRIDGE	LN	4"	UNK
339	13	167654	8383	CLIFFRIDGE	LN	4"	UNK
340	13	298152	2855	SUGARMAN	WY	4"	UNK
341	13	298177	8560	CLIFFRIDGE	AV	4"	UNK
342	13	298233	8536	CLIFFRIDGE	AV	4"	UNK
343	13	298250	8481	CLIFFRIDGE	LN	4"	UNK
344	13	167258	8566	CLIFFRIDGE	AV	4"	UNK
345	13	167304	8525	NOTTINGHAM	PL	4"	UNK
346	13	167315	8505	NOTTINGHAM	PL	4"	UNK
347	13	167334	8515	LA JOLLA SCENIC N	DR	4"	UNK
348	13	167523	8473	CLIFFRIDGE	AV	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
349	13	298172	8565	NOTTINGHAM	PL	4"	UNK
350	13	298184	8524	NOTTINGHAM	PL	4"	UNK
351	13	298260	8501	LA JOLLA SCENIC N	DR	4"	UNK
352	13	298370	8504	CLIFFRIDGE	AV	4"	UNK
353	13	167330	8544	CLIFFRIDGE	AV	4"	UNK
354	13	167379	2875	CLIFFRIDGE	СТ	4"	UNK
355	13	298484	8393	CLIFFRIDGE	LN	4"	UNK
356	13	167276	8555	NOTTINGHAM	PL	4"	UNK
357	13	167308	8515	NOTTINGHAM	PL	4"	UNK
358	13	167381	8470	CLIFFRIDGE	LN	4"	UNK
359	13	167389	2855	CLIFFRIDGE	СТ	4"	UNK
360	13	167516	2853	CLIFFRIDGE	WY	4"	UNK
361	13	167624	8411	CLIFFRIDGE	LN	4"	UNK
362	13	298176	8538	NOTTINGHAM	PL	4"	UNK
363	13	298192	8539	LA JOLLA SCENIC N	DR	4"	UNK
364	13	298386	8492	CLIFFRIDGE	AV	4"	UNK
365	13	167303	8535	NOTTINGHAM	PL	4"	UNK
366	13	167348	8490	CLIFFRIDGE	LN	4"	UNK
367	13	167470	2852	CLIFFRIDGE	WY	4"	UNK
368	13	167472	2872	CLIFFRIDGE	WY	4"	UNK
369	13	298267	8471	CLIFFRIDGE	LN	4"	UNK
370	13	298410	8453	CLIFFRIDGE	AV	4"	UNK
371	14	167150	8596	CLIFFRIDGE	AV	4"	UNK
372	14	167159	2865	SUGARMAN	СТ	4"	UNK
373	14	167162	2815	SUGARMAN	СТ	4"	UNK
374	14	167189	8584	CLIFFRIDGE	AV	4"	UNK
375	14	167211	2856	SUGARMAN	WY	4"	UNK
376	14	167229	8572	CLIFFRIDGE	AV	4"	UNK
377	14	167195	8587	LA JOLLA SCENIC N	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
378	14	167226	8571	CLIFFRIDGE	AV	4"	UNK
379	14	298003	8758	LA JOLLA SCENIC N	DR	4"	UNK
380	14	167171	8590	CLIFFRIDGE	AV	4"	UNK
381	14	167142	2830	SUGARMAN	СТ	4"	UNK
382	14	167210	2836	SUGARMAN	WY	4"	UNK
383	14	167220	8580	NOTTINGHAM	PL	4"	UNK
384	14	167240	8563	LA JOLLA SCENIC N	DR	4"	UNK
385	14	298092	2850	SUGARMAN	СТ	4"	UNK
386	14	167143	2810	SUGARMAN	СТ	4"	UNK
387	14	167219	8585	NOTTINGHAM	PL	4"	UNK
388	14	167141	2885	SUGARMAN	СТ	4"	UNK
389	14	167213	2876	SUGARMAN	WY	4"	UNK
390	14	298090	2890	SUGARMAN	СТ	4"	UNK
391	14	298102	2845	SUGARMAN	СТ	4"	UNK
392	14	298143	2875	SUGARMAN	WY	4"	UNK
393	14	167002	8744	LA JOLLA SCENIC N	DR	4"	UNK
394	14	298091	2870	SUGARMAN	СТ	4"	UNK
395	15	166948	8788	LA JOLLA SCENIC N	DR	4"	UNK
396	15	166841	8888	LA JOLLA SCENIC N	DR	4"	UNK
397	15	297943	8850	LA JOLLA SCENIC N	DR	4"	UNK
398	15	166910	8838	LA JOLLA SCENIC N	DR	4"	UNK
399	15	166856	8874	LA JOLLA SCENIC N	DR	4"	UNK
400	15	297921	8862	LA JOLLA SCENIC N	DR	4"	UNK
401	15	297959	8826	LA JOLLA SCENIC N	DR	4"	UNK
402	15	297990	8774	LA JOLLA SCENIC N	DR	4"	UNK
403	16	167108	3186	BREMERTON	PL	4"	UNK
404	16	167260	8533	SUGARMAN	DR	4"	ABS
405	16	167302	3039	CRANBROOK	СТ	4"	UNK
406	16	167082	8661	KILBOURN	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
407	16	167118	3166	BREMERTON	PL	4"	UNK
408	16	167149	8602	KILBOURN	DR	4"	UNK
409	16	167215	8575	LA JOLLA SCENIC N	DR	4"	UNK
410	16	167107	3196	BREMERTON	PL	4"	UNK
411	16	167116	8625	LA JOLLA SCENIC N	DR	4"	UNK
412	16	167133	3169	BREMERTON	PL	4"	UNK
413	16	167147	3154	BREMERTON	PL	4"	UNK
414	16	167173	8581	SUGARMAN	DR	4"	UNK
415	16	167242	8543	SUGARMAN	DR	4"	UNK
416	16	298076	8621	KILBOURN	DR	4"	UNK
417	16	298107	3143	BREMERTON	PL	4"	UNK
418	16	298130	8558	SUGARMAN	DR	4"	UNK
419	16	298140	3115	BREMERTON	PL	4"	UNK
420	16	1129273	3157	BREMERTON	PL	4"	ABS
421	16	167092	0			4"	UNK
422	16	167117	8620	KILBOURN	DR	4"	UNK
423	16	167152	8601	LA JOLLA SCENIC N	DR	4"	UNK
424	16	167172	3140	BREMERTON	PL	4"	UNK
425	16	298074	3169	BREMERTON	PL	4"	UNK
426	16	298117	8574	SUGARMAN	DR	4"	UNK
427	16	298123	8566	SUGARMAN	DR	4"	UNK
428	16	298158	8542	SUGARMAN	DR	4"	UNK
429	16	5201793	8630	KILBOURN	DR	4"	PVC
430	16	5201796	8638	KILBOURN	DR	6"	PVC
431	16	167139	8620	KILBOURN	DR	4"	UNK
432	16	167193	3120	BREMERTON	PL	4"	UNK
433	16	298058	8660	KILBOURN	DR	4"	UNK
434	16	298067	8631	KILBOURN	DR	4"	UNK
435	16	298071	3176	BREMERTON	PL	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
436	16	298097	8611	KILBOURN	DR	4"	UNK
437	16	298131	8551	SUGARMAN	DR	4"	UNK
438	16	298065	8641	KILBOURN	DR	4"	VC
439	16	1147910	3001	CRANBROOK	СТ	4"	PVC
440	16	5201794	8638	KILBOURN	DR	4"	UNK
441	16	167254	3015	CRANBROOK	СТ	4"	UNK
442	16	167261	3024	CRANBROOK	СТ	4"	UNK
443	16	167281	3036	CRANBROOK	СТ	4"	UNK
444	16	167083	8651	KILBOURN	DR	4"	UNK
445	16	167204	3129	BREMERTON	PL	4"	UNK
446	16	167252	3004	CRANBROOK	СТ	4"	UNK
447	16	167270	3027	CRANBROOK	СТ	4"	UNK
448	16	167312	3048	CRANBROOK	СТ	4"	UNK
449	16	298104	8601	KILBOURN	DR	4"	UNK
450	16	298122	8582	SUGARMAN	DR	4"	UNK
451	16	298144	8550	SUGARMAN	DR	4"	UNK
452	16	5201795	8640	KILBOURN	DR	4"	PVC
453	17	167559	8425	SUGARMAN	DR	4"	UNK
454	17	168133	8315	SUGARMAN	DR	4"	UNK
455	17	298354	8459	SUGARMAN	DR	4"	UNK
456	17	298405	8425	LA JOLLA SCENIC N	DR	4"	UNK
457	17	167614	8415	SUGARMAN	DR	4"	UNK
458	17	167673	8401	SUGARMAN	DR	4"	UNK
459	17	168001	8332	SUGARMAN	DR	4"	UNK
460	17	298371	8435	LA JOLLA SCENIC N	DR	4"	UNK
461	17	167664	8395	LA JOLLA SCENIC N	DR	4"	UNK
462	17	168149	8312	SUGARMAN	DR	4"	UNK
463	17	298300	8471	SUGARMAN	DR	4"	UNK
464	17	167504	8456	SUGARMAN	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
465	17	168137	8327	LA JOLLA SCENIC N	DR	4"	UNK
466	17	298508	8402	SUGARMAN	DR	4"	UNK
467	17	298397	8434	SUGARMAN	DR	4"	UNK
468	17	298732	8335	SUGARMAN	DR	4"	UNK
469	17	167585	8422	SUGARMAN	DR	4"	UNK
470	17	298527	8385	SUGARMAN	DR	4"	UNK
471	17	298383	8437	SUGARMAN	DR	4"	UNK
472	17	167455	8468	SUGARMAN	DR	4"	UNK
473	17	167645	8412	SUGARMAN	DR	4"	UNK
474	17	298360	8445	LA JOLLA SCENIC N	DR	4"	UNK
475	17	298569	8375	LA JOLLA SCENIC N	DR	4"	UNK
476	18	168497	8268	SUGARMAN	DR	4"	UNK
477	18	168619	8238	SUGARMAN	DR	4"	UNK
478	18	298979	8289	SUGARMAN	DR	4"	UNK
479	18	299151	8241	LA JOLLA SCENIC N	DR	4"	UNK
480	18	168222	0			4"	UNK
481	18	168329	8298	SUGARMAN	DR	4"	UNK
482	18	168441	8279	SUGARMAN	DR	4"	UNK
483	18	298893	8302	SUGARMAN	DR	4"	UNK
484	18	168489	8269	SUGARMAN	DR	4"	UNK
485	18	168059	0			4"	UNK
486	18	168538	8259	SUGARMAN	DR	4"	UNK
487	18	298903	8301	SUGARMAN	DR	4"	UNK
488	18	298952	8299	SUGARMAN	DR	4"	UNK
489	18	168614	8239	SUGARMAN	DR	4"	UNK
490	18	298807	8322	SUGARMAN	DR	4"	ABS
491	18	168048	8325	SUGARMAN	DR	4"	UNK
492	18	168398	8288	SUGARMAN	DR	4"	UNK
493	18	168578	8249	SUGARMAN	DR	4"	UNK

#	PLAN MAP SHT #	LAT FSN	STREET NUMBER	STREET NAME	ST SUFFIX	SIZE	MATERIAL
494	18	168597	8248	SUGARMAN	DR	4"	UNK
495	Key map	167385	3075	CRANBROOK	СТ	4"	UNK
496	Key map	298251	2830	CLIFFRIDGE	СТ	4"	UNK
497	Key map	298290	8520	CLIFFRIDGE	AV	4"	UNK
498	Key map	167360	8501	SUGARMAN	DR	4"	UNK
499	Key map	298984	8241	LA JOLLA SHORES	DR	4"	UNK
500	Key map	299150	2312	VALLECITOS		4"	UNK
501	Key map	299199	2315	VALLECITOS		4"	UNK
502	Key map	167216	8578	CLIFFRIDGE	AV	4"	UNK
503	Key map	167333	8510	SUGARMAN	DR	4"	UNK
504	Key map	167351	3084	CRANBROOK	СТ	4"	UNK
505	Key map	5698647	8491	SUGARMAN	DR	4"	VC
506	Key map	298228	3060	CRANBROOK	СТ	4"	UNK
507	Key map	167390	3087	CRANBROOK	СТ	4"	UNK
508	Key map	167250	8561	CLIFFRIDGE	AV	4"	UNK
509	Key map	167324	3051	CRANBROOK	СТ	4"	UNK
510	Key map	298238	3063	CRANBROOK	СТ	4"	UNK

APPENDIX I

SEWER MANHOLE PIPELINE REHABILITATION AL-1 SPREADSHEETS

SCOPE OF WORK Pipeline Rehabilitation AL-1 / WBS.No. B-16001

Manhole Repair

PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY	
10	70643			CONC	NO	YES			153.9	6	
5	70528			CONC	NO	YES			166.97	9	
7	75510			CONC	NO	YES			293.77	6	
11	75642			CONC	NO	YES			385.05	17	
5	70529			CONC	NO	YES			128.49	9	
11	75641			CONC	NO	YES			391	11	
5	70579			CONC	NO	YES			167.94	7	
11	75610			CONC	NO	YES			384.4	18	
1	70420			CONC	NO	YES			51.44	7	
5	70580			CONC	NO	YES			170.19	6	
Total Repair : 10											

SCOPE OF WORK Pipeline Rehabilitation AL-1 / WBS.No. B-16001

Manhole Rehabilitation

PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	END	IE QTY	DEPTH QTY	
2	70543			CONC	NO	YES			19.62	7	
4	70565			CONC	NO	YES			238.04	8	
9	70566			CONC	NO	YES			197.53	5	
2	70523			CONC	NO	YES			62.18	10	
2	70557			CONC	NO	YES			176.79	10	
9	70570			CONC	NO	YES			220.19	7	
10	70623			CONC	NO	YES			124.38	8	
7	75571			CONC	NO	YES			345.72	34	
1	70518			CONC	NO	YES			28.12	8	
7	75507			CONC	NO	YES			317.96	6	
2	70520			CONC	NO	YES			24.02	8	
3	70552			CONC	NO	YES			63.7	7	
8	70573			CONC	NO	YES			244.67	7	
6	70576			CONC	NO	YES			336.04	12	
7	75509			CONC	NO	YES			306.42	6	
5	70558			CONC	NO	YES			0	0	
15	75365			CONC	NO	YES			392.92	6	
11	75826			CONC	NO	YES			0	11	
5	70526			CONC	NO	YES			106.59	10	
3	70547			CONC	NO	YES			15.46	5	
4	70646			CONC	NO	YES			282.29	16	
7	75505			CONC	NO	YES			332.7	6	
1	70419			CONC	NO	YES			38.08	8	
5	70561			CONC	NO	YES			253.04	7	
5	70564			CONC	NO	YES			247.04	7	
8	70572			CONC	NO	YES			242.9	5	
12	75650			CONC	NO	YES			403.37	7	
Total Rehab : 27											

PLAN MAP SHT #	MH FSN	ADDITIONAL NOTES	EX MH ID#	MATERIAL	OVERLAY	SLURRY	START	EN	ND .	IE QTY	DEPTH QTY	
1	70410			CONC	NO	YES				60.47	0	
6	70430			CONC	NO	YES				339.11	3	
2	70544			CONC	NO	YES				20.74	11	
4	70555			CONC	NO	YES				105.12	5	
1	70517			CONC	NO	YES				29.55	9	
9	70568			CONC	NO	YES				346.5	15	
15	75367			CONC	NO	YES				394.35	10	
13	75512			CONC	NO	YES				375	8	
4	70594			CONC	NO	YES				135.74	6	
11	75643			CONC	NO	YES				390.6	0	
1	70407			CONC	NO	YES				87.81	6	
3	70546			CONC	NO	YES				0	0	
7	75508			CONC	NO	YES				368.13	7	
7	70437			CONC	NO	YES				368.62	6	
2,5	70531			CONC	NO	YES				77.42	6	
14	75519			CONC	NO	YES				379.79	8	
14	75523			CONC	NO	YES				396.82	9	
7	70446			CONC	NO	YES				368.18	6	
13	75655			CONC	NO	YES				375.65	8	
5	70560			CONC	NO	YES				257.99	6	
14	75518			CONC	NO	YES				385.27	8	
11	75609			CONC	NO	YES				391.5	0	
13	75646			CONC	NO	YES				376	8	
6	70431			CONC	NO	YES				340.32	3	
7	70444			CONC	NO	YES				344.4	3	
7	75501			CONC	NO	YES				368.18	10	
16	75532			CONC	NO	YES				383.95	7	
11	75640			CONC	NO	YES				391.5	0	

SCOPE OF WORK Pipeline Rehabilitation AL-1 / WBS.No. B-16001

APPENDIX J

SITE MAPS





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CONTRACTOR'S NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED WITH THE COUNTY SURVEYOR. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.
- 2. CONTRACTOR IS RESPONSIBLE FOR SAFE AND STABLE EXCAVATION IN ALL AREAS INCLUDING BUT NOT LIMITED TO SLIDE PRONE FORMATION AREAS AND HILLSIDE AREAS. CONTRACTOR SHALL MEET THE REQUIREMENTS OF CAL/OSHA IN ALL ASPECTS OF WORK.
- 3. CONSTRUCTION STORM WATER PROTECTION NOTES
 - a. TOTAL SITE DISTURBANCE AREA- 0.02 (ACRES)
 - b. HYDROLOGIC UNIT/WATERSHED- Penasquitos / Mission Bay
 - c. HYDROLOGIC SUBAREA NAME & NO. 906.30
 - d. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE

⊠ WPCP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

SWPPP

THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ

TRADITIONAL: RISK LEVEL $1 \Box \ 2 \Box \ 3 \Box$

LUP: RISK TYPE $1\Box \ 2\Box \ 3\Box$

e. CONSTUCTION SITE PRIORITY

□ASBS □ HIGH □ MEDIUM ⊠LOW

4. ALL ADVANCE METERING INFRASTRUCTURE (AMI) DEVICES ATTACHED TO THE WATER METER OR LOCATIED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

APPENDIX K

SEWER MANHOLES, MAINS AND LATERALS REHABILITATION SAMPLE DATA TEMPLATES

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
					ZEBRON					
70536	3/28/2007	POLYURETHANE	ZEBRON	ZEBRON 386		49.8	41.95	7	Leave this row as a sample.	3/28/2007

REHAB DATA COLLECTION - SEWER MAINS

FSN 65112	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		SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES, LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
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REHAB DATA COLLECTION - LATERALS

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FSN	REHAB DATE TOPHAT INSTALLED	SIZE	FUNCTIONAL DIAM	LINING TYPE DESC	LINING METHOD DESC	REHAB CONTRACTOR DESC	REHAB MATERIAL VENDOR	COMMENTS EXAMPLE - Leave this row in the table as it is.	ACCEPTANCE DATE
5033085	8/22/2006 Y	6	5	PVC	SPIRAL WOUND	WESCO INFRA. TECHNOLOGIES,LP	RIBLOC	EXAMPLE - Leave this row in the table as it is.	8/22/2006
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APPENDIX L

SAMPLE PUBLIC NOTICE

FOR SAMPLE REFERENCE ONLY





CONSTRUCTION NOTICE PROJECT TITLE

Work on your street will begin within one week to

replace the existing water mains servicing your community.

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX







CONSTRUCTION NOTICE PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
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- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the
- presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

Hours and Days of Operation: Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor: Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX M

SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY) Company Name Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer City of San Diego Field Engineering Division 9485 Aero Drive San Diego, CA 92123-1801

Project Name: Insert Project Name

SAP Number (WBS/IO/CC): Insert SAP Number

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Monitoring Bid item. See Note 1 below.

Summary of charges:

Description of Services	Name	Start Date	End	Total	Hourly	Amount
,			Date	Hours	Rate	
Field Archaeologist	Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant	Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal			\$			\$3,420

Work Completed: Bid item Number – Description of Bid Item – Quantity – Unit Price– Amount

Detailed summary of work completed under this bid item: Insert detailed description of Work related to Archaeology Curation/Discovery Bid item. See Note 2 below.

Summary of charges:

Description of Services	Where work occurred (onsite vs offsite/lab)	Name	Start Date	End Date	Total Hours	Hourly Rate	Amount
Field Archaeologist		Joe Smith	8/29/2011	9/2/2011	40	\$84	\$3,360
Laboratory Assistant		Jane Doe	8/29/2011	9/2/2011	2	\$30	\$60
Subtotal							

Total this invoice:	\$
---------------------	----

Total invoiced to date: \$_____

Note 1:

For monitoring related bid items or work please include summary of construction work that was monitored from Station to Station, Native American monitors present, MMC coordination, status and nature of monitoring and if any discoveries were made.

Note 2:

For curation/discovery related bid items or work completed as part of a discovery and curation process, the PI must provide a response to the following questions along with the invoice:

- 1. Preliminary results of testing including tentative recommendations regarding eligibility for listing in the California Register of Historical Resources (California Register).
 - a. Please briefly describe your application (consideration) of <u>all four</u> California Register criteria.
 - b. If the resource is eligible under Criterion D, please define the important information that may be present.
 - c. Were specialized studies performed? How many personnel were required? How many Native American monitors were present?
 - d. What is the age of the resource?
 - e. Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the San Diego Archaeological Center (SDAC). How many personnel were required? How many Native American monitors were present?
- 2. Preliminary results of data recovery and a definition of the size of the representative sample.
 - a. Were specialized studies performed? Please define types of artifacts to be collected and curated, including quantity of boxes to be submitted to the SDAC. How many personnel were required? How many Native American monitors were present?
- 3. What resources were discovered during monitoring?
- 4. What is the landform context and what is the integrity of the resources?
- 5. What additional studies are necessary?
- 6. Based on application of the California Register criteria, what is the significance of the resources?
 - a. If the resource is eligible for the California Register, can the resource be avoided by construction?
 - b. If not, what treatment (mitigation) measures are proposed? Please define data to be recovered (if necessary) and what material will be submitted to the SDAC for curation. Are any specialized studies proposed?

(After the first invoice, not all the above information needs to be re-stated, just revise as applicable).

APPENDIX N

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. <u>All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.</u>

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:





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



Photo 4

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

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

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



Photo 5

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



Photo 6

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



Photo 7

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

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

Photo 8



Network Device

Photo 9



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

APPENDIX O

CURB RAMP MAP



Date: October 31, 2018 Pipeline Rehabilitation AL-1 Appendix O - Curb Ramp Map

APPENDIX P

SURVEY MONUMENT SHEET



SURVEY MONUMENT SHEET

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ATTACHMENT F

RESERVED
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 <u>Southwest Pipeline and Trenchless Corp.</u>, herein called "Contractor" for construction of **Pipeline Rehabilitation AL-1**; Bid No. **K-19-1794-DBB-3**; in the amount of **Three Million Thirty Four Thousand One Hundred Sixty Six Dollars and Zero cents (\$3,034,166.00)**, which is comprised of the Base Bid.

IN CONSIDERATION of the payments to be made hereunder and the mutual undertakings of the parties hereto, City and Contractor agree as follows:

- 1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) Phased Funding Schedule Agreement
 - (e) That certain documents entitled **Pipeline Rehabilitation AL-1**, on file in the office of the Public Works Department as Document No. **B-16001**, 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 **Pipeline Rehabilitation AL-1**, Bid No. **K-19-1794-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

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By

Print Name: ____ Stephen Samara **Principal Contract Specialist** Public Works Department

Βv

Print Name: **Deputy City Attorney**

5/21/2019 Date: Date:__ CONTRACTOR Justin Duchaineau Print Name:_

President Title:

2/20/2019 Date:

City of San Diego License No.: B2003006118

773862-A State Contractor's License No.:

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000002176

Pipeline Rehabilitation AL-1 Attachment G - Contract Agreement (Rev. Nov. 2016)

CERTIFICATIONS AND FORMS

The Bidder, by submitting its electronic bid or proposal, 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 submission 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.

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.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

This company has in place workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

CONTRACTOR 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 has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

I declare under penalty of perjury that I am familiar with the requirements of and in compliance with the City of San Diego Municipal Code § 22.4300 regarding Equal Benefits Ordinance.

EQUAL PAY ORDINANCE CERTIFICATION

Contractor shall comply with the Equal Pay Ordinance (EPO) codified in the San Diego Municipal Code (SDMC) at section 22.4801 through 22.4809, unless compliance is not required based on an exception listed in SDMC section 22.4804.

Contractor shall require all of its subcontractors to certify compliance with the EPO in their written subcontracts.

Contractor must post a notice informing its employees of their rights under the EPO in the workplace or job site.

By signing this Contract with the City of San Diego, Contractor acknowledges the EPO requirements and pledges ongoing compliance with the requirements of SDMC Division 48, section 22.4801 et seq., throughout the duration of this Contract.

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:

Pipeline Rehabilitation AL-1

(Project Title)

as particularly described in said contract and identified as Bid No. **K-19-1794-DBB-3**; SAP No. (WBS) **B-16001**; 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 ______, _____,

Ву:_____

Contractor

ATTEST:

State of ______ County of ______

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

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions - General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED ©	CHECK IF JOINT VENTURE PARTNERSHIP
Name:								
Address:								
City: State:								
Zip: Phone:								
Email:								
Name:								
Address:								
City: State:								
Zip: Phone:								
Email:								

① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

	Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
	Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
	Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
	Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
	Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
	Service-Disabled Veteran Owned Small Business	SDVOSB		
0	As appropriate, Bidder shall indicate if Subcontractor is certif	ied by:		
	City of San Diego	CITY	State of California Department of Transportation	CALTRANS
	California Public Utilities Commission	CPUC		
	State of California's Department of General Services	CADoGS	City of Los Angeles	LA
	State of California	CA	U.S. Small Business Administration	SBA

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

*** PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY *** TO BE SUBMITTED IN ELECTRONIC FORMAT ONLY *** SEE INSTRUCTIONS TO BIDDERS FOR FURTHER INFORMATION

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DIR Registration Number	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB①	WHERE CERTIFIED®
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							
Name:							
Address:							
City: State:							
Zip: Phone:							
Email:							

1 As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE): Certified Minority Business Enterprise MBE **Certified Woman Business Enterprise** WBE Certified Disadvantaged Business Enterprise DBE Certified Disabled Veteran Business Enterprise DVBE Other Business Enterprise OBE Certified Emerging Local Business Enterprise ELBE SDB Certified Small Local Business Enterprise SLBE Small Disadvantaged Business Woman-Owned Small Business WoSB HUBZone Business HUBZone Service-Disabled Veteran Owned Small Business SDVOSB As appropriate, Bidder shall indicate if Vendor/Supplier is certified by: 2 City of San Diego State of California Department of Transportation CALTRANS CITY 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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
- D. SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Bids will not be accepted until ALL the above-named 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 Southwest Pipeline and Trenchless Corp.	as Principal, and
Liberty Mutual Insurance Company	as Surety, are

held and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum of <u>10%</u> <u>OF THE TOTAL BID AMOUNT</u> 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 Pipeline Rehabilitation AL-1

PIPELINE REHABILITATION AL-1, Bid No. K-19-1794-DBB-3

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required certificates of insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said OWNER and OWNER prevails, said Surety shall pay all costs incurred by said OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this 7th	day of	January	 2019	
Southwest Pipeline and Trenchless Corp. (SEAL (Principal) By:	, Ву:	rty Mutual Insurand (Sure Oemi/Quiroz (Sign	 (SEAL)NSURANCE SCORPORTS 1912 1912 *	COMP

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

)) ss)

County of Los Angeles

On $\underline{1-7-i9}$, before me, <u>Natalie K. Trofimoff, Notary Public</u>, personally appeared <u>Noemi Quiroz</u>, 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.

NATALIE K. TROFIMOF NOTARY PUBLIC - CALIFORNIA COMMISSION # MY COMM. EXPIRES OCT. 22, 2019

Signature:

Natalie K. Trofimoff, Notary Public

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



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Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Noemi Quiroz</u> of the city of <u>Los Angeles</u>, state of <u>CA</u> its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign,

execute and acknowledge the following surety bond:

Principal Name: Southwest Pipeline and Trenchless Corp.

Obligee Name: The City of San Diego

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this <u>12th</u> day of <u>December</u>, <u>2018</u>.



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The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

Bv:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>12th</u> day of <u>December</u>, <u>2018</u>, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries

Teresa Pastella Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations. Such attorneys-in-fact, subject to the limitations set for the to be corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact, under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _______ day of _______ January _____, 2019 ___.



luis lv By: Renee C. Llevellyn, 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
		Southwest Pipeline	L R Tronchloc	s Corp	
ontractor N	ame:		x rienchies	s corp.	

Certified By	Title	President	
Name	Date	2-4-2019	
Signature			
USE ADDITIONAL FORMS AS NECESSARY			

Pipeline Rehabilitation AL-1 Contractor's Certification of Pending Actions (Rev. Sept. 2018)

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA		
Southwest Pipeline & Trenchless Corp.				
Street Address	City	State	Zip	
22118 S. Vermont Ave. ,	Torrance,	CA	90502	
Contact Person, Title	Phone	Fax		
Justin Duchaineau-President	310-329-8717	310-329-0981		

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103).

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Title/Position	
Justin Duchaineau-	President	
City and State of Residence Los Angeles, California	Employer (if different than Bidder/Proposer)	
Interest in the transaction		
Preparing and submitting the bid for	purpose of contracting with the City of San Diego	
Name	Title/Position	
Robert Bolger-Secretary		
City and State of Residence	Employer (if different than Bidder/Proposer)	
Pasadena, California		

* Use Additional Pages if Necessary *

Under penalty of perjury under the laws of the State of California, I certify that I am responsible for the completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Mayor or Designee within five (5) business days if, at any time, I learn that any portion of this Mandatory Disclosure of Business Interests Form requires an updated response. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

Justin Duchaineau-President		int	2-4-2019 🤛
Print Name, Title	p	Signature	Date

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed Mandatory Disclosure of Business Interests Form is submitted.

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor) - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. If none are known at this time, mark the table below with non-applicable (N/A).

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: Junnelworks Sonvies Address: 13502-14 Whither Alue #165 City: Whither State: CA Zip: 90605 Phone: 562 553 2734 Email: Jeff & tunnelworks inc. tom	Constructor	10000 20031	963734	CCTV (Partial)
Name:				
Name:				
Name:				

**** USE ADDITIONAL FORMS AS NECESSARY ***

Pipeline Rehabilitation AL-1 (K-19-1794-DBB-3), bidding on February 5, 2019 2:00 PM (Pacific)

Bidder Details

Vendor Name Address	Southwest Pipeline and Trenchless Corp. 22118 S. Vermont Avenue Torrance, CA 90502 United States
Respondee	Justin Duchaineau
Respondee Title	President
Phone	310-329-8717 Ext. 104
Email	justin@swpipeline.com
Vendor Type	CADIR,PQUAL
License #	773862
CADIR	100002176

Bid Detail

Bid Format	Electronic
Submitted	February 5, 2019 12:57:26 PM (Pacific)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	164857
Ranking	0

Respondee Comment

Buyer Comment

Attacl	hments					
File Tit	le		File Name			File Type
contractor's certification of Pending Action			Contractor's Certification of	Pending Action.pdf		Contractor's Certification of Pending Actions
Mandatory Disclosure of Business Interest Form			Mandatory Disclosure of Bu	siness Interest Form.pdf		Mandatory Disclosure of Business Interests Form
Tiered Subs			Tiered Subs.pdf			Subcontractor Listing (Other Than First Tier)
Bid Bon	d		Bid Bond.pdf			Bid Bond
Line I	tems					
Туре	ltem Code Main Bid	UOM	Qty	Unit Price	Line Tot	al Comment
1	Bonds (Payment and Performance)					
	524126	LS	1	\$30,000.00	\$30,000.0	00
2	Sewage Bypass and Pumping Plan (Diversion	n Plan)				
	237110	LS	1	\$2,500.00	\$2,500.0	00
3	WPCP Development					
	541330	LS	1	\$600.00	\$600.0	00
4	WPCP Implementation					
	237990	LS	1	\$1,500.00	\$1,500.0	00

Pipeline Rehabilitation AL-1 (K-19-1794-DBB-3), bidding on February 5, 2019 2:00 PM (Pacific)

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Bid Results

Туре 5	Item Code Video Recording of Existing Conditions	UOM	Qty	Unit Price	Line Total	Comment
	238990	LS	1	\$2,500.00	\$2,500.00	
6	Mobilization					
	237110	LS	1	\$50,000.00	\$50,000.00	
7	Field Orders (EOC Type II)					
		AL	1	\$225,000.00	\$225,000.00	
8	Asphalt Pavement Repair					
	237310	TON	75	\$150.00	\$11,250.00	
9	Residential Concrete Driveway					
	237310	SF	2000	\$20.00	\$40,000.00	
10	Manhole (4 ft X 3 ft) Replace-in-place					
	237110	EA	2	\$11,000.00	\$22,000.00	
11	Manhole (4 ft X 3 ft) Repair and Rehab					
	237110	EA	10	\$1,800.00	\$18,000.00	
12	Rehabilitate Existing Manhole					
	237110	EA	27	\$1,650.00	\$44,550.00	
13	Additional Pavement Removal and Disposal					
	237310	CY	20	\$100.00	\$2,000.00	
14	Curb Ramp (Type C1) with Detectable Warning					
	237310	EA	2	\$6,500.00	\$13,000.00	
15	Remove and Replace Existing Sidewalk					
	237310	SF	500	\$20.00	\$10,000.00	
16	Additional Curb and Gutter Removal and Repla					
	237310	LF	120	\$30.00	\$3,600.00	
17	Crack Seal					
	237310	LB	20	\$180.00	\$3,600.00	
18	Sewer Main Cleanouts					
	237110	EA	28	\$4,000.00	\$112,000.00	
19	Trench Shoring					
	237110	LS	1	\$5,000.00	\$5,000.00	
20	Rubber Polymer Modified Slurry Seal (RPMS)			• ·	A ·	
	237310	SF	595	\$18.00	\$10,710.00	

Pipeline Rehabilitation AL-1 (K-19-1794-DBB-3), bidding on February 5, 2019 2:00 PM (Pacific)

Printed 02/05/2019

Bid Results

Type 21	Item Code Rubber Polymer Modified Slurry Seal (RPMS)	UOM) Type II	Qty	Unit Price	Line Total Comment
	237310	SF	595	\$18.00	\$10,710.00
22	Rubber Polymer Modified Slurry Seal (RPMS)) Type III			
	237310	SF	595	\$19.00	\$11,305.00
23	Rubber Polymer Modified Slurry Seal (RPMS)) Type I (Bike Lane)		
	237310	SF	595	\$18.00	\$10,710.00
24	Video Inspection of Pipelines and Culverts for	Acceptance			
	237110	LF	37456	\$0.50	\$18,728.00
25	Cleaning and Video Inspection of Existing Pip				
	237110	LF	37456	\$1.00	\$37,456.00
26	Cleaning and Video Inspection of Existing Lat	erals			
	237110	EA	510	\$10.00	\$5,100.00
27	Additional Bedding				
	237110	CY	400	\$20.00	\$8,000.00
28	Striping				
	237310	LS	1	\$5,000.00	\$5,000.00
29	Thermoplastic Traffic Striping				
	237310	LF	100	\$4.00	\$400.00
30	4-inch Service Lateral Rehabilitation up to 7' in				
	237110	EA	495	\$1,780.00	\$881,100.00
31	4-inch Service Lateral Rehabilitation over 7' in				
	237110	EA	15	\$2,500.00	\$37,500.00
32	Rehabilitate Sewer Main (8 Inch)				
	237110	LF	37456	\$24.50	\$917,672.00
33	Point Repair for Existing Sewer Main (8 Inch)		_		
	237110	EA	5	\$5,500.00	\$27,500.00
34	Additional Point Repair for Existing Sewer Ma				
	237110	LF	295	\$85.00	\$25,075.00
35	Service Lateral Connection		546	A 700 55	\$207 000 CC
	237110	EA	510	\$760.00	\$387,600.00
36	Archeological and Native American Monitoring				A 45 000 00
	541690	LF	500	\$30.00	\$15,000.00

Pipeline Rehabilitation AL-1 (K-19-1794-DBB-3), bidding on February 5, 2019 2:00 PM (Pacific)

Printed 02/05/2019

Bid Results

Type 37	Item Code	UOM ve American Mitigation and Cura	Qty	Unit Price	Line Total Con	nment
57	541690	Allencari Miligation and Cura	alion EOC Type I)	\$5,000.00	\$5,000.00	
38	Suspension of Work-Re	esource				
	541690	DAYS	5	\$1,500.00	\$7,500.00	
39	Traffic Control with Wo	rking Drawings				
	541330	LS	1	\$7,500.00	\$7,500.00	
40	Traffic Control Design (Engineering Traffic Control Plar	ns)			
	541330	LS	1	\$7,500.00	\$7,500.00	
				Subtotal Total	\$3,034,166.00 \$3,034,166.00	
Subco	ontractors					
Name &	& Address	Description	License Num	CADIR	Amount	Туре
	Crystal View Lane CA 92064	Constructor Lateral rehab, Clean and CCTV, Misc. Paving, Mainline Open Cut, lateral Cleanouts	960845	1000010925	\$1,094,622.20	CADIR,CAU,MALE,S LBE
Inc. PO Box 14436 \$	an Asphalt South, 310036 Santa Ana Ave a, CA 92331 States	Constructor, RPMS Seal	784969	1000000645	\$45,934.25	CAU,MALE,CADIR,P QUAL
P.O. Bo	t Beach, CA 92659	Constructor-Manhole Rehab	855170	1000004993	\$60,450.00	
PO BO	VISTA, CA 91911	Constructor- Curb Ramps	885270	1000005182	\$13,000.00	LAT,MALE,SLBE,CA DIR
328 Sta	il Environmental te Place ido, CA 92029	Archaeological and Native American Monitoring	NA	1000031633	\$13,610.00	

Escondido, CA 92029 United States

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Southwest Pipeline and Trenchless Corp Unit Price	Southwest Pipeline and Trenchless Corp Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$30,000.00	\$30,000.00
2	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	7-8.5.4	LS	1	\$2,500.00	\$2,500.00
3	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$600.00	\$600.00
4	Main Bid	237990	WPCP Implementation	7-8.6.4.2	LS	1	\$1,500.00	\$1,500.00
5	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$2,500.00	\$2,500.00
6	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$50,000.00	\$50,000.00
7	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$225,000.00	\$225,000.00
8	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	75	\$150.00	\$11,250.00
9	Main Bid	237310	Residential Concrete Driveway	303-5.9	SF	2000	\$20.00	\$40,000.00
10	Main Bid	237110	Manhole (4 ft X 3 ft) Replace-in-place	306-16.6	EA	2	\$11,000.00	\$22,000.00
11	Main Bid	237110	Manhole (4 ft X 3 ft) Repair and Rehab	500-2.10.2	EA	10	\$1,800.00	\$18,000.00
12	Main Bid	237110	Rehabilitate Existing Manhole	500-2.10.2	EA	27	\$1,650.00	\$44,550.00
13	Main Bid	237310	Additional Pavement Removal and Disposal	300-1.4	CY	20	\$100.00	\$2,000.00
14	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	303-5.10.2	EA	2	\$6,500.00	\$13,000.00
15	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	500	\$20.00	\$10,000.00
16	Main Bid	237310	Additional Curb and Gutter Removal and Replacement	303-5.9	LF	120	\$30.00	\$3,600.00
17	Main Bid	237310	Crack Seal	302-14.5	LB	20	\$180.00	\$3,600.00
18	Main Bid	237110	Sewer Main Cleanouts	306-17.2	EA	28	\$4,000.00	\$112,000.00
19	Main Bid	237110	Trench Shoring	306-15.2	LS	1	\$5,000.00	\$5,000.00
20	Main Bid	237310	Rubber Polymer Modified Slurry Seal (RPMS) Type I	302-4.12.4	SF	595	\$18.00	\$10,710.00
21	Main Bid	237310	Rubber Polymer Modified Slurry Seal (RPMS) Type II	302-4.12.4	SF	595	\$18.00	\$10,710.00
22	Main Bid	237310	Rubber Polymer Modified Slurry Seal (RPMS) Type III	302-4.12.4	SF	595	\$19.00	\$11,305.00
23	Main Bid	237310	Rubber Polymer Modified Slurry Seal (RPMS) Type I (Bike Lane)	302-4.12.4	SF	595	\$18.00	\$10,710.00
24	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	37456	\$0.50	\$18,728.00
25	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	37456	\$1.00	\$37,456.00
26	Main Bid	237110	Cleaning and Video Inspection of Existing Laterals	306-18.7	EA	510	\$10.00	\$5,100.00
20	Main Bid	237110	Additional Bedding	306-15.1	CY	400	\$20.00	\$8,000.00
28	Main Bid	237310	Striping	314-4.3.7 AND 314-4.4.6	LS	1	\$5,000.00	\$5,000.00
29	Main Bid	237310	Thermoplastic Traffic Striping	314-4.4.6	LF	100	\$4.00	\$400.00
30	Main Bid	237110	4-inch Service Lateral Rehabilitation up to 7' in Depth	500-1.6.6	EA	495	\$1,780.00	\$881,100.00
31	Main Bid	237110	4-inch Service Lateral Rehabilitation over 7' in Depth	500-1.6.6	EA	15	\$2,500.00	\$37,500.00
32	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-1.1.9	LF	37456	\$24.50	\$917,672.00
33	Main Bid	237110	Point Repair for Existing Sewer Main (8 Inch)	500-1.2.7	EA	5	\$5,500.00	\$27,500.00
33	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 Inch)	500-1.2.7	LF	295	\$85.00	\$25,075.00
35	Main Bid	237110	Service Lateral Connection	500-4.9	EA	510	\$760.00	\$387,600.00
36	Main Bid	541690	Archeological and Native American Monitoring Program	6-3.2.3.1	LF	500	\$30.00	\$15,000.00
			Archeological and Native American Mitigation and Curation EOC				+=5100	+==,000,000
37	Main Bid	541690	Type I)	6-3.2.3.1	AL	1	\$5,000.00	\$5,000.00
38	Main Bid	541690	Suspension of Work-Resource	6-3.2.2.1	DAYS	5	\$1,500.00	\$7,500.00
39	Main Bid	541330	Traffic Control with Working Drawings	601-6	LS	1	\$7,500.00	\$7,500.00
40	Main Bid	541330	Traffic Control Design (Engineering Traffic Control Plans)	601-6	LS	1	\$7,500.00	\$7,500.00
						-	Subtotal	\$3,034,166.00
		1		1			Total	\$3,034,166.00