

# City of San Diego

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CITY CONTACT: Taylor Cox, Contract Specialist, Email: [TJCox@sandiego.gov](mailto:TJCox@sandiego.gov)  
Phone No. (619) 533-3033  
R. Vejar-Parra/M. Jirjis Nakasha/L.Davis

## BIDDING DOCUMENTS



**FOR**

## AC WATER & SEWER GROUP JOB 1013

BID NO.: K-19-1806-DBB-3  
SAP NO. (WBS/IO/CC): B-15156, B-15147  
CLIENT DEPARTMENT: 2000  
COUNCIL DISTRICT: 9  
PROJECT TYPE: KB, JA

**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**

**APRIL 29, 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

03/27/19  
\_\_\_\_\_  
Date

Seal:



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## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **AC Water & Sewer Group Job 1013**. 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: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$14,200,000**.
4. **BID DUE DATE AND TIME ARE: APRIL 29, 2019 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classifications: A or [C-34 and C-42].
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	<b>9.3%</b>
2. ELBE participation	<b>13.0%</b>
3. Total mandatory participation	<b>22.3%</b>
  - 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.

**8. AWARD PROCESS:**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 8.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base Bid plus one or more alternates.

**9. SUBMISSION OF QUESTIONS:**

- 9.1. 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 (7<sup>th</sup> Floor)  
San Diego, California, 92101  
Attention: Taylor Cox

OR:

[TJCox@SanDiego.gov](mailto:TJCox@SanDiego.gov).

- 9.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 9.3. 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.
- 9.4. 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.

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

**11. ADDITIVE/DEDUCTIVE ALTERNATES:**

- 11.1.** The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make a decision whether to incorporate these portions prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or for the Base Bid plus one or more Alternates.
- 11.2.** For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## INSTRUCTIONS TO BIDDERS

### 1. PREQUALIFICATION OF CONTRACTORS:

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

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

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

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

- 2.8. ACCESSIBILITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** To request a copy of this solicitation in an alternative format, contact the 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>

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

Title	Edition	Document Number
CALTRANS Standard Plans <a href="http://www.dot.ca.gov/des/oe/construction-contract-standards.html">http://www.dot.ca.gov/des/oe/construction-contract-standards.html</a>	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - <a href="http://www.dot.ca.gov/trafficops/camutcd/">http://www.dot.ca.gov/trafficops/camutcd/</a>	2014	PWPI092816-07
<p><b>NOTE:</b> *Available online under Engineering Documents and References at: <a href="http://www.sandiego.gov/publicworks/edocref/index.shtml">http://www.sandiego.gov/publicworks/edocref/index.shtml</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above.</p>		

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

within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - 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: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Public Works Contracts.

**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 above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 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:**

TC Construction Company, Inc., a corporation, as principal, and  
Liberty Mutual Insurance Company, a corporation authorized to do  
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,  
jointly and severally, to The City of San Diego a municipal corporation in the sum of  
**Thirteen Million Three Hundred Twenty One Thousand Nine Hundred Thirty Four Dollars and  
Twelve Cents (\$13,321,934.12)** for the faithful performance of the annexed contract, and in the  
sum of **Thirteen Million Three Hundred Twenty One Thousand Nine Hundred Thirty Four  
Dollars and Twelve Cents (\$13,321,934.12)** 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)

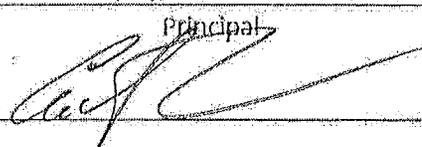
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated June 4, 2019

Approved as to Form

TC Construction Company, Inc.

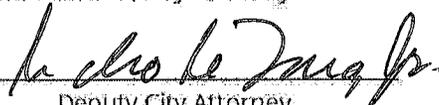
Principal

By 

Austin Cameron

Printed Name of Person Signing for Principal

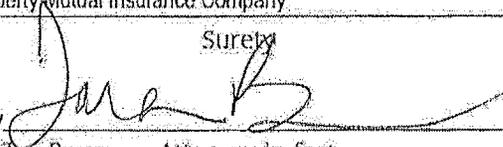
Mara W. Elliott, City Attorney

By 

Deputy City Attorney

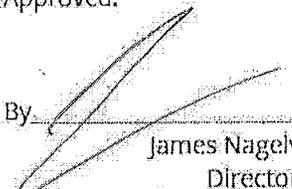
Liberty Mutual Insurance Company

Surety

By 

Tara Bacon, Attorney-in-fact

Approved:

By 

James Nagelvoort

Director

Public Works Department

790 The City Drive, Suite 200

Local Address of Surety

Orange, CA 92868

Local Address (City, State) of Surety

714-634-3311

Local Telephone No. of Surety

Premium \$ 76,143.00

Bond No. 024233195

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California  
County of San Diego )

On June 4, 2019 before me, Maria Hallmark, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





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.

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

Certificate No: 8196955 - 969522

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, Tara Bacon, Dale G. Harshaw, Mimma Huovila, Kyle King, John R. Qualin, Geoffrey Shelton

all of the city of San Diego state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 5th day of October, 2018.



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

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of October, 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
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
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 The Ohio Casualty Insurance Company, Liberty Mutual 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 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 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, 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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 4th day of June, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Construction consists of the installation of 12-inch and 8-inch water main, fire hydrants, water services and water services replumbs, 8-inch sewer main, sewer manholes, sewer cleanouts, sewer laterals, and rehabilitation of 8-inch VC sewer mains, sewer manholes, sewer laterals, trench shoring, traffic control, pavement resurfacing, curb ramps, and all other work and appurtenances in accordance with these specifications.
  - 1.1. The Work shall be performed in accordance with:
    - 1.1.1. The Notice Inviting Bids and Plans numbered **39334-01-D** through **39334-76-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See Location Map Group 1013, **Appendix E**
3. **CONTRACT TIME:** The Contract Time for completion of the Work, shall be **440 Working Days**.

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

## **PHASED FUNDING PROVISIONS**

### **1. PRE-AWARD**

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

### **2. POST-AWARD**

- 2.1.** Do not start any construction activities for the next phase until the NTP has been issued by the Engineer. The City will issue separate Notice to Proceed (NTP) documents for each phase.
- 2.2.** If requested, the Engineer may issue the NTP for the next phase before the end of the current approved 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-19-1806-DBB-3

**CONTRACT OR TASK TITLE:** AC Water & Sewer Group Job 1013

**CONTRACTOR:** TC Construction Company, Inc.

Funding Phase		Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
Phase 1	Sewer	Work to be completed in Phase 1 shall include Bonds, Mobilization, Trench Shoring and installation of Sewer Mains.	NTP	08/29/19	\$ 500,000.00
	Water	Work to be completed in Phase 1 shall include Bonds, Mobilization, Trench Shoring and installation of Water Pipes.	NTP	08/29/19	\$ 1,500,000.00
Phase 2	Sewer	Work to be completed in Phase 2 shall include Trench Shoring and installation of Sewer Mains, Sewer Rehabilitation, Sewer Manholes and Sewer Laterals associated with this contract and specifications.	08/30/19	NOC	\$ 1,732,565.52
	Water	Work to be completed in Phase 2 shall include Trench Shoring and installation of Water Pipes, Fire Hydrants and Water Services associated with this contract and specifications.	08/30/19	08/28/20	\$ 5,000,000.00
Phase 3	Water	Work to be completed in Phase 3 shall include the remaining of the construction activities associated with this contract and specifications.	08/31/20	NOC	\$ 4,589,368.60
<b>Contract Total</b>					<b>\$ 13,321,934.12</b>

**Notes:**

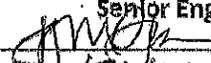
- 1) WHITEBOOK section 7-3.10, "Phased Funding Compensation" applies.
- 2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
- 3) This PHASED FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by written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

**CITY OF SAN DIEGO**

PRINT NAME: Dina Clafre-Garay  
**Construction Manager**

Signature:   
 Date: 5/31/19

PRINT NAME: Ianice Jaro  
**Senior Engineer**

Signature:   
 Date: 05/31/19

**CONTRACTOR**

PRINT NAME: Austin Cameron

Title: President  
 Signature: 

Date: 5/31/19

**ATTACHMENT C**

**RESERVED**

**ATTACHMENT D**  
**PREVAILING WAGES**

## PREVAILING WAGES

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

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

**1.9. Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

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

**1.9.2.** By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

**1.10. Stop Order.** For Contractor or its subcontractors engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractors or unregistered subcontractor(s) on ALL public works until the unregistered contractor or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

**1.11. List of all Subcontractors.** The Contractor shall provide the list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Contract prior to any work being performed; and the Contractor shall provide a complete list of all subcontractors with each invoice. Additionally, Contractor shall provide the City with a complete list of all subcontractors (regardless of tier) utilized on this contract within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Construction Management Professional until at least thirty (30) days after this information is provided to the City.

**1.12. Exemptions for Small Projects.** There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Contractor shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

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

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

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

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

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

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

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

- 2-5.3.7 Contractor's Quality Control Plan (QCP).**

1. You shall establish, implement, and maintain an effective Quality Control Plan (QCP) to perform quality control inspection and testing for all items of paving Work required by the Contract Documents, including those performed by subcontractors and material suppliers.
2. The QCP shall ensure conformance to applicable specification and plan requirements with respect to materials, workmanship, construction, finish, and functional performance.
3. The QCP shall detail the methods and procedures that will be taken to ensure that all materials and construction required for street pavement restoration will conform to the Contract Documents, and to ensure that information included will be recorded in Daily Quality Control (QC) Inspection Reports for the Engineer's verification and approval:

4. You shall establish a level of control that will:
  - a) Provide for the production and delivery of acceptable quality materials.
  - b) Provide documentation that construction meets Contract requirements.
5. During the pre-construction meeting, you shall be prepared to discuss and present details of your QCP. You shall not begin any production of materials or construction of surface preparation, pavement restoration, and other related work until your QCP has been reviewed and approved by the Engineer. No partial payment will be made for materials subject to specific quality control requirements until the QCP has been approved.
6. The quality control requirements contained in this section and elsewhere in the Contract Documents are in addition to and separate from the acceptance testing requirements discussed elsewhere in the contract specifications.

**2-5.3.7.1 QCP Submittal.**

1. Submit the QCP in a written document to the Engineer at the pre-construction meeting. The QCP shall be reviewed and approved by the Engineer prior to the start of any material delivery or paving work.
2. The QCP shall be organized to address, at a minimum, the following items:
  - a) Quality Control Administrator
  - b) Surface preparation and paving schedule.
  - c) Inspection and documentation requirements (Daily Quality Control Inspection Report).
  - d) Material quality control testing plan.
  - e) Documentation of quality control activities.
  - f) Procedures for corrective action when quality control and/or acceptance criteria are not met.
3. You are encouraged to add any additional elements to the QCP as deemed necessary to adequately control all production and construction processes required by Contract Documents.

**2-5.3.7.2 QCP Administrator.**

1. You shall designate a QCP Administrator to implement the QCP.
  - a) The QCP Administrator shall be your full-time employee or your consultant. The QCP Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the QCP to ensure compliance with the Contract Documents.
  - b) The QCP Administrator shall ensure that the following functions are performed and documented:

- i. Inspection of all materials, construction, plant, and equipment for conformance to the specifications.
- ii. Performance of all quality control tests as required by the Contract Documents.
- iii. Performance of density tests for the Engineer when required.

#### **2-5.3.7.3 Inspection Requirements.**

1. Quality control inspection functions shall be organized to provide inspections for all definable features of Work. You shall document all inspections.
2. Inspections shall be performed daily to ensure continuing compliance with contract requirements until completion of the particular feature of Work. These shall include the following minimum requirement:
  - a) During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship meets the requirements of the contract. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the specifications and are within the plan dimensions, lines, grades, and tolerances specified. The QCP shall document how these and other quality control functions will be accomplished and utilized.

#### **2-5.3.7.4 Documentation.**

1. You shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
2. These records shall cover both conforming and defective or deficient features, and shall include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records for the entire week of paving work shall be furnished to the Engineer after 2 Working Days. The records shall cover all Work placed subsequent to the previously furnished records and shall be verified and signed by the QCP Administrator.
3. Specific QCP records required for the Contract shall include, but are not necessarily limited to, the following records:
  - a) **Daily Quality Control (QC) Inspection Reports.** The QCP Administrator shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These daily QC inspection reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following items:

- i. Date and location/s of paving work performed.
- ii. Asphalt mix specifications and supplier.
- iii. Dig out locations.
- iv. Tack coat application rate for each location.
- v. Asphalt temperature at placement for each location.
- vi. Asphalt depth for each location.
- vii. Compaction test results for each location.
- viii. Documentation that the following have been verified to be in compliance:
  - Proper storage of materials and equipment.
  - Proper operation of all equipment.
  - Adherence to plans and technical specifications.
  - Review of quality control tests.
  - Safety inspection.
- ix. Location and nature of defects with remedial and corrective actions.
- x. Presence of City Laboratory representative.
- xi. Deviations from QCP.
- xii. Signature of QCP Administrator.

The daily QC inspection reports shall identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

- b) The daily QC inspection reports shall be signed by the QCP Administrator. The Engineer shall be provided at least 1 copy of each daily QC inspection report for the entire week 2 Working Days following the end of the week.
- c) See **Appendix M** for a sample of the daily QC inspection report. An updated version of this sample report will be provided at the pre-construction meeting.

#### **2-5.3.7.5 Corrective Action Requirements.**

1. The QCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control.
2. The requirements for corrective action shall include both general requirements for operation of the QCP as a whole and for individual items of Work contained in the specifications.

3. The QCP shall detail how the results of quality control inspections will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

#### **2-5.3.7.6 Noncompliance.**

1. The Engineer will notify you of any noncompliance with any of the foregoing requirements. You shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Engineer to you, shall be considered sufficient notice.
2. In cases where quality control activities do not comply with either the QCP or the contract provisions, or where you fail to properly operate and maintain an effective QCP, as determined by the Engineer, the Engineer may:
  - a) Require replacement of ineffective or unqualified QCP personnel or subcontractors.
  - b) Stop operations until appropriate corrective actions are taken.

#### **2-5.3.7.7 Payment.**

The payment for preparation, submittal, implementation and maintenance of the Quality Control Plan in accordance with the Contract Documents shall be included in the Contract Price.

#### **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 in the vicinity of Euclid Av and Dwight St and Euclid Av and Thorn Av intersections. See **Appendix F** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) [UDD Street Lights, Project Manager Ali Alaeipour (619) 533-5141]

**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**

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

1. 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 K** for more information on the protection of AMI devices.

**5-6 COOPERATION.** To the “GREENBOOK”, ADD the following:

1. Notify SDG&E at least 30 Working Days prior to excavating within 10 feet of SDG&E Underground High Voltage Transmission Power Lines (69 KV and higher).

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

**6-1.1 Construction Schedule.** To the “WHITEBOOK”, item 5, 9, and 22, DELETE in its 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. Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) 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) Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
  - c) See also the “Cash Flow Forecast 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 and Concurrent 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.

2. When a non-excusable delay is concurrent with an Excusable Delay, you shall not be entitled to an extension of Contract Time for the period the non-excusable delay is concurrent with the Excusable Delay.
3. When an Excusable Non-Compensable Delay is concurrent with an Excusable Compensable Delay, you shall be entitled to an extension of Contract Time, but shall not be entitled to compensation for the period the Excusable Non-Compensable Delay is concurrent with the Excusable Compensable Delay.

**ADD:**

**6-3.2.1.1 Environmental Document.**

1. The City of San Diego has prepared Addendum to a **Mitigated Negative Declaration** for **Water and Sewer Group Job 1013, Project No. B-15156, B-15147**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Addendum to a 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 and Native American Monitor for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the archaeologist and Native American monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 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.

**6-3.2.3 Paleontological Monitoring Program.** To the "WHITEBOOK", ADD the following:

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

**6-3.2.3.1 PAYMENT.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The full compensation for the Paleontological monitoring program and report preparation, as described in the Contract Appendices, shall be included in the Lump Sum or Linear Foot Bid item for "**Paleontological 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 paleontologist is present to verify during the performance of the Work.

**6-6.2 Extensions of Time.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Contract Time shall not be modified except by Change Order.
2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
  - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.6, "Excusable Delays" 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 and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates 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 **30 Calendar 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 "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your failure to notify the Resident Engineer within **1 Working Day** OR provide a Change Order request within **5 Working Days** after the event, in accordance with 6-6.2, "Extensions of Time", will be considered grounds for refusal by the City to consider such request if your failure to notify prejudices the City in responding to the event.

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

1. You shall warranty and repair all defective materials and workmanship for a period of 1 year. This call back warranty period shall start on the date the Work was accepted by the City unless the City had beneficial use of the project (excluding water, sewer, and storm drain projects). In addition, you shall warranty the Work against all latent defects for a period of 10 years and patent defects for a period of 4 years.

**SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

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

**7-3 INSURANCE.**

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

**7-3.1 Policies and Procedures.**

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.

4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

**7-3.2 Types of Insurance.**

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

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

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

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

1. You shall provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00 01 12 90 or later version or equivalent form providing coverage at least as broad in the amount of \$1,000,000 combined single limit per accident, covering bodily

injury and property damage for owned, non-owned, and hired automobiles ("Any Auto").

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

### **7-3.2.3 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.

### **7-3.2.4 Contractors Hazardous Transporters Pollution Liability Insurance.**

1. You shall provide at your expense or require your Subcontractor to provide, as described below, Contractors Hazardous Transporters Pollution Liability Insurance including contractual liability coverage to cover liability arising out of transportation of hazardous or toxic, materials, substances, or any other

pollutants by you or any Subcontractor in an amount not less than \$2,000,000 limit per occurrence/aggregate for bodily injury and property damage.

2. All costs of defense shall be outside the limits of the policy. The deductible shall not exceed \$25,000 per claim. Any such insurance provided by a subcontractor instead of you shall be approved separately in writing by the City.
3. For approval of the substitution of Subcontractor's insurance the Contractor shall certify that all activities for which Contractors Hazardous Transporters Pollution Liability Insurance will provide coverage will be performed exclusively by the Subcontractor providing the insurance.
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. Occurrence based policies shall be procured before the Work commences and shall be maintained for the duration of this Contract. Claims Made policies shall be procured before the Work commences, shall be maintained for the duration of this contract, 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 under this Contract without advancing the retroactive date.
5. Except as provided for under California law, the policy or policies shall provide that the City is entitled to 30 Days prior written notice (10 Days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies.

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

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

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

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

behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

### **7-3.5 Policy Endorsements.**

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

##### **7-3.5.1.1 Additional Insured.**

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

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

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

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

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

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

#### **7-3.5.3.1 Additional Insured.**

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.

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

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

**7-3.5.3.2 Primary and Non-Contributory Coverage.** The policy or policies shall be endorsed to provide that the insurance afforded by the Contractors Pollution Liability Insurance policy or policies is primary to any insurance or self-insurance of the City and its

elected officials, officers, employees, agents and representatives with respect to operations including the completed operations of the Named Insured. Any insurance maintained by the City and its elected officials, officers, employees, agents and representatives shall be in excess of your insurance and shall not contribute to it.

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

**7-3.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.**

**7-3.5.4.1 Additional Insured.**

1. The policy or policies shall be endorsed to include as an Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:
  - a) Ongoing operations performed by you or on your behalf,
  - b) your products,
  - c) your work, e.g., your completed operations performed by you or on your behalf, or
  - d) premises owned, leased, controlled, or used by you.

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

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

**7-3.5.4.2 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.

**7-3.5.4.3 Severability of Interest.** For Contractors Hazardous Transporters Pollution Liability Insurance, the policy or policies shall provide that your insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

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

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

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

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

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

1. For Contracts with required engineering services (e.g., Design-Build, 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:

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

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

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

**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.

**7-8.1**

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

2. You shall provide a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project.
3. You shall sweep all paved areas within the Work site and all paved haul routes as specified below:
  - a) Every Friday on a weekly basis.
  - b) 1 Working Day prior to each rain event.
  - c) As directed by the Engineer.

If these requirements would require you to sweep on a Holiday or Weekend, then you shall sweep the next available Working Day prior to that Holiday or Weekend.

**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:

**7-8.6.5**

**Drinking Water Discharges Requirements.**

1. All discharge related to the project of water used for testing an acceptance of new water mains to the storm drain shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES found at the State Boards website at the following location:

[http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinking\\_water/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinking_water/final_statewide_wqo2014_0194_dwq.pdf)

All monitoring, sampling and reporting for compliance with the Order must be completed by a QSP.

- a) BMPs shall be in place prior to the start of discharge. At a minimum, you shall:
  - i. Sweep the gutter and street in the flow path
  - ii. Provide inlet protection at all inlets receiving discharge
  - iii. Provide dechlorination
  - iv. Implement sediment and erosion control measures such as diffusers, check dams, flow controls, etc
- b) Monitoring and Samples.
  - i. As required by the Order, you shall monitor, sample and report all discharges to the storm drain. You shall record the results for each discharge event on the City's Drinking Water discharge Monitoring

form included as **Appendix G**. Submit completed forms to the Engineer at the end of every month.

- ii. Notifications: You shall notify the RWQCB at and Transportation and Storm Water Department prior to the start of any large volume discharge (greater than 1 acre-foot volume). You shall notify The County of San Diego, Department of Environmental Health (DEH) at (858)495-5579 prior to the start of discharges 100,000 gallons or more within ¼ mile of the ocean or bay coastline.
  - iii. Sampling and reporting requirements are outlined in the Order.
    - For Superchlorinated discharges, at a minimum, you shall sample chlorine, turbidity and pH the first 10 minute of discharge, the first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
    - For Large Volume discharges (or discharges greater than 1 acre-foot in total volume), at a minimum, you shall sample chlorine and turbidity pH the first 10 minute of discharge, the first 60 minutes of discharge and last 10 minutes of discharge and provide an estimate of the total volume of water discharged.
    - For discharges that are not superchlorinated and are under 1 acre-foot in total volume, at a minimum, you shall provide an estimate of the total volume of water discharged.
  - iv. Effluent limits:
    - Field measurement of 0.1 mg/L chlorine or more is an exceedance of the Order.
    - Visual estimates of 20 NTU or more for surface water and 225 NTU or more for ocean is an exceedance the City's Basin Plan.
    - Field measurements for pH outside the range of 6.5 to 8.5 is an exceedance of the City's Basin Plan.
  - v. Receiving water monitoring: if an exceedance is observed, the discharge shall be stopped immediately, BMPs must be adjusted until discharge is no longer exceeding limits. The QSP shall monitor receiving waters for adverse effects to water quality. If any adverse effect to water quality is observed, the RE and RWQCB shall be notified immediately. The QSP shall document the point of confluence between the discharge and receiving water with photographs.
- c) Areas of Special Biological Significance (ASBS).
- i. Non-storm water discharges including drinking water discharges to Areas of Special Biological Significance (ASBS) are prohibited. These are ocean areas requiring protection of species or biological

communities to the extent that alteration of natural water quality is undesirable and are classified as a subset of State Water Quality Protection Areas. Non-storm water discharges shall be located outside of the designated areas to ensure maintenance of natural water quality conditions in these areas.

- ii. A map showing ASBS locations can be found in the Storm Water Standards Manual Part 2 Appendix A. The areas in the San Diego Region include: La Jolla (ASBS #29), Scripps (ASBS #31), and La Jolla Shores watershed boundaries.
2. If prior approval is obtained to discharge to the sewer system, you shall discharge the water used for testing and acceptance of new water mains to the sewer system in accordance with the Contract Documents as shown on the batch discharge Plans. You shall submit to the Engineer a "Request for Batch Discharge Authorization to Discharge Potable Pipe Flushing Water to Sewer" form. The request form is found on the City website at the following location:

[https://www.sandiego.gov/sites/default/files/pipe\\_flush\\_batch\\_disch\\_0.pdf](https://www.sandiego.gov/sites/default/files/pipe_flush_batch_disch_0.pdf)

- a) When discharging to the sewer system has been approved, you shall use a totalizer flow meter to record the total volume discharged to sewer and shall submit to the Engineer a log of actual discharged water quantities, dates, and locations. Failure to report this information to the Engineer is a violation of the authorization for discharge to the sanitary sewer. Within five (5) Working Days of the discharge, the Engineer shall receive and report actual total flows to the sanitary sewer to the Public Utilities Department (PUD), Industrial Wastewater Control Program (IWCP).
- b) If the discharge to the sewer system is not approved, you shall discharge the water used for the testing of new mains to surface waters, storm drain inlets, or to other approved sources and you shall comply with 7-8.6.5, "Drinking Water Discharge Requirements". All discharge activities related to the project shall comply with the State Water Resources Control Board, ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by:

[http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)

**ADD:**

**7-8.6.5.1 Payment.**

1. The payment for complying with the requirements of drinking water systems discharge to the storm drain shall be included in the Bid item for "Drinking Water Discharge Monitoring by QSP".
2. The payment for complying with the discharge requirements for discharges to sewer system shall be included in the Bid item for the new water main.

**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.

## SECTION 9 - MEASUREMENT AND PAYMENT

**9-3.4.1 Payment.** To the "WHITEBOOK", ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid under 306-1.2.

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

5. This Contract is 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.**

1. 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:

<b>Quality Tests for Emulsion</b>	<b>Test</b>	<b>Requirements</b>
AASHTO T59	Residue after Distillation	60% min.
ASTM D244		
<b>Quality Tests for Residue</b>	<b>Test</b>	<b>Requirements</b>
AASHTO T49	Penetration at 77° F (25° C)	40% - 90%
ASTM D2397		

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)**

**CRUMB RUBBER CHEMICAL PROPERTIES SPECIFICATION**

<b>Property</b>	<b>Specification Limits</b>
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

**TABLE 203-5.6.2 (B)**

**CRUMB RUBBER GRADATION REQUIREMENTS**

<b>Sieve Size</b>	<b>Percent Passing</b>
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)**

**TESTING METHODS FOR CRUMB RUBBER ANALYSIS**

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

- 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.

**TABLE 203-5.6.2 (D)**

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

- 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 or 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).

**TABLE 203-5.6.2 (E)**

<b>Test</b>	<b>California Test</b>	<b>Requirements</b>
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)**

**TYPE I SLURRY SEAL GRADATION**

<b>Sieve Size</b>	<b>Percentage Passing</b>	<b>Stockpile Tolerance</b>
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%

**TABLE 203-5.6.3 (B)**  
**TYPE II SLURRY SEAL GRADATION**

<b>Sieve Size</b>	<b>Percentage Passing</b>	<b>Stockpile Tolerance</b>
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)**  
**TYPE III SLURRY SEAL GRADATION**

<b>Sieve Size</b>	<b>Percentage Passing</b>	<b>Stockpile Tolerance</b>
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%

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.

**TABLE 203-5.6.4**

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

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 209 – PRESSURE PIPE**

**209**            **PRESSURE PIPE.** To the “WHITEBOOK”, ADD the following:

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

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

**212-10.6.3**    **Polymer Concrete Water Meter Boxes.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1.            Boxes and covers shall be in accordance with the Water Approved Materials List or approved equal.
2.            Boxes and covers to be installed in all areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading.
3.            Covers shall have a logo reading “SD CITY WATER” as well as the manufacturer’s name or logo cast in the polymer concrete surface. A cover selected at random shall be tested.

Covers shall be solid per SDW-136, sheet 1 only. Reader lids shall not be installed.

**ADD:**

## **SECTION 302 – ROADWAY SURFACING**

**302-1.1 General.** To the “WHITEBOOK”, Item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. The Contractor shall cold mill the full width of existing street pavement, receiving an overlay as shown on the resurfacing sheet on plans and/or as directed by the Engineer.

The depth to be cold milled 2”, unless otherwise instructed by the Engineer, and shall correspond to the depth of the asphalt to be paved. Cold milled full width locations shall be paved within 3 days.

To the “WHITEBOOK”, ADD the following:

13. Edges of milled areas shall be cut cleanly. The outside edges of the milled pavement may have a radius of transition on the sides parallel to the cutting drum.
14. The presence of roots, pavement fabric, rubberized material, or steel reinforcement within the depth to be cold milled have not been noted or marked out in the field.
15. All milling shall be performed in such a manner as to improve drainage, eliminate ponding, and re-establish gravity flow across intersections.
16. Prior to milling or hammering PCC, the edges adjacent to any hardscape shall be saw cut.
17. Material removed, regardless of removal method, shall be disposed of at a legal site. Hardscape such as bricks may be removed, set aside, and reinstalled in a manner satisfactory to the Engineer.

**302-1.6 Cold Milling of Composite Pavements.** To the “GREENBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

The areas and depth of composite pavement to be cold milled, sawn or cut have not been identified in the field nor the Contract Documents.

**302-1.9 Traffic Signal Loop Detectors.** To the “WHITEBOOK”, ADD the following:

5. All traffic detector loops and/or other detection systems located within the limits of work shall require replacement. Type “E” loops and Type “E Modified” loops are required at stop bars and traffic loop Conduit Stubs. Contractor shall install as many loops as necessary to meet current standards.

**302-1.12**

**Payment.** To the "WHITEBOOK", DELETE Items 1 and 4 in its entirety and SUBSTITUTE with the following:

1. The payment for the installation of traffic detector loops, conduit stub replacement and appurtenances for each loop and conduit installed shall be included in the Bid Item for each type of traffic loop as shown in the table.

<b><u>BID DESCRIPTION</u></b>	<b><u>UNIT</u></b>
Traffic Detector Loop Type E	EA
Traffic Detector Loop Type E Modified	EA
Traffic Detector Loop Type Q	EA
Traffic Detector Loop Conduit Stub Replacement	EA

4. No additional payment shall be made for the milling, grinding, saw cutting, hauling and disposal of concrete, rubberized asphalt, or any other materials encountered, unless specified by the Engineer.

**302-3**

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

1. Prior to the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed abatement, weed spraying, crack sealing, asphalt repair, removal of humps and pavement irregularities, raising appurtenances and survey monuments, removal of raised pavement markers, removal of pavement markings, and any other work and as specified in the Special Provisions and Contract Documents.
2. Most areas of damaged asphalt requiring Asphalt Pavement Repair will be defined by the RE as "MP" or "DO" (mill & pave or dig-out) during construction. Mill & paves shall have a minimum depth of 2", and dig-outs, also called base repairs, shall have a minimum depth of 10".
3. The minimum repair area shall be 4 feet by 4 feet regardless of mark out.
4. You shall repair marked out areas of distressed asphalt concrete pavement by milling, grinding, or saw cutting to remove damaged areas of pavement in accordance with 302-1.1, to expose firm and unyielding pavement, base or

native. Unyielding pavement will have no visible cracks and unyielding base or native will be properly compacted, as determined by the Engineer. If cracks are visible, then pavement is not unyielding and shall require additional depth be removed. The Contractor shall prepare subgrade as needed and install a maximum of 5" compacted asphalt concrete pavement over compacted base material to be level with adjacent roadway surface.

5. Edges of milled areas shall be cut cleanly.
6. Material removed, regardless of removal method, shall be disposed of at a legal site.
7. If, in order to achieve the minimum specified depth, the base material is exposed, then the existing base material, as well as additional base material shall be compacted to 95% relative compaction to a depth 5" below the finished grade (dig-out).
8. Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class II Aggregate Base in accordance with 200-2.2 and 200-2.9, "Crushed Aggregate Base" and "Class 2 Aggregate Base" respectively. The base material shall be prepared conforming to 301-1, "Subgrade Preparation."
9. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Aggregate Base."
10. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
11. When milling and/or grinding asphalt pavement and the Contractor encounters solid, level unyielding PCC trench caps or appurtenance collars before reaching a minimum depth of 2", then the Contractor shall place enough asphalt concrete pavement to bring the surface to be level with the adjacent roadway.
12. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be B3 PG 64-10 (3/4") and C2-PG 64-10 (1/2") in compliance with 203-6, "ASPHALT CONCRETE."
13. Base repairs shall not exceed 20% RAP in content.
14. No preparatory asphalt work shall be done when the atmospheric temperature is below 50 °F or during unsuitable weather.

15. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt repair, the Contractor shall seal all finished edges with a 4" wide continuous band of SS-1H.

### **302-3.2**

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

1. The payment for the preparatory works shall be included in the Contract Unit Bid Item for which preparation works are performed, unless it is specified as a separate Bid Item.
2. The areas and quantities shown on the resurfacing sheet are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and prepared and these designated areas shall take precedent over the areas shown in the Contract Documents. No payment shall be made for areas of over excavation as determined by the Engineer.
3. At the end of each day the Contractor shall submit to the Engineer an itemized list of the asphalt pavement and base repair work completed. The list shall include the location of the work, the exact cubic yard of materials removed, tons of asphalt placed, and tons of base material placed.
4. Asphalt pavement repair, including both mill & pave and base repair dig-outs, shall be paid at the Contract Unit Price per ton for "Asphalt Pavement Repair". No payment shall be made for areas of over excavation as determined by the Engineer.
5. The payment for preparatory repair asphalt works shall be paid at the contract Unit Price for "Asphalt Pavement Repair" and "Class II Base", per 301-2.4 "Measurement and Payment", for each ton placed and includes milling, grinding, saw cutting, hauling and disposal of existing pavement, tree trimming, tack coating, compaction, and all other necessary work related to asphalt pavement installation. No additional payment shall be made for milling, grinding, or saw cutting concrete, pavement fabric, rubberized material, steel reinforcement, or any other material.

#### **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	UNIT
Rubber Polymer Modified Slurry (RPMS) Type I	SF
Rubber Polymer Modified Slurry (RPMS) Type II	SF
Rubber Polymer Modified Slurry (RPMS) Type III	SF

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, removal of Pavement Markings and any pavement irregularity, 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.

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

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

**SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION**

**306-1 GENERAL.** To the "GREENBOOK", ADD the following:

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

- 1. Phase I: North of Qunice St., South of Thorn St, East of Chamoune Ave, and West of 47<sup>th</sup> St.

2. Phase II:North of Thorn St, South of Dwight St, East of 45<sup>th</sup> St, and West of Euclid Av.
3. Phase III:North of Quince St, South of Thorn St, East of Fairmount Av, and West of Chamoune Av.
4. Phase IV:North of Maple St, South of Thorn St, East of Columbine St, and West of Fairmount Av.

**306-1.1 Phased Paving.** To the “GREENBOOK”, ADD the following:

1. You shall implement Phased Paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Working Days** after the Engineer’s notification. Plan and schedule your Work accordingly to ensure each phase is complete.
3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
  - a. Installation of mains and appurtenances.
  - b. Operational checks and testing.
  - c. Mains are in service.
  - d. Trench restoration.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer’s review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City’s review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

**ADD:  
306-1.2**

**Payment.**

1. The payment for all Work associated with Phased Paving shall be included in the unit Bid item for each “Phased Paving” area. This payment shall include the costs for all mobilization and demobilization Work associated with each paving phase regardless of the paving operation. No additional payment shall be made regardless of the number of mobilizations and demobilizations required to complete that phase

**306-3.3.4.1 Non-Friable Asbestos Cement Pipe (ACP).** To the “WHITEBOOK”, item 2, subsection “i”, DELETE in its entirety and SUBSTITUTE with the following:

- i) A minimum of 5 Working Days prior to the transportation of the ACP disposal bins or friable asbestos waste, you shall provide notice to and assist the Resident Engineer in completing the Inspection Work Request Form for the Asbestos, Lead, and Mold Program. The form is located below:

<https://forms.sandiego.gov/f/gS2064>

**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.
2. 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 or 1/2 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.

**306-7.8.2.1**

**General.** To the "WHITEBOOK", item 2, ADD the following:

- a) Specified test pressure for Class 235 pipe shall be 150 psi and is tested at 225 psi.
- b) Specified test pressure for Class 305 pipe shall be 200 psi and is tested at 300 psi.

**306-8.8.4.1 Water Services.**To the “WHITEBOOK”, ADD the following:

**306-8.8.4.1.1 Water Service with Private Replumbing.**

1. Where water service with private replumbing are shown on the Plans, you shall install a new water service, meter box, and new private water pipes and connect the new pipe to the private house plumbing. The work shall be performed by a qualified licensed contractor in accordance with current building and plumbing codes.

**306-8.8.4.1.2 Location.**

1. The location and details of replumbing Work shown on the Plans are approximate. You shall locate water service by using a remote locating device, potholing existing water service, or both for the connection to the new water main. The alignment for each new connection shall be selected such that the required length of pipe and disturbance to the private property are minimized.
2. Prior to any water service replumbing construction activity, you shall coordinate with the property owner and arrange for a video recording of existing conditions of the property in accordance with 7-9.1, “Video Recording of Existing Conditions”.

**306-8.8.4.1.3 Permits.**

1. It shall be your responsibility to pay for, obtain, and get approval for any required permits for the Work to be done on private property. Submittal of the approved permits shall be a condition of Final Payment for each location.
2. The City has obtained the executed replumbing agreements with the property owners for this project. A copy of the agreements may be obtained from the City’s Project Manager. You shall meet with the property owner and the Engineer prior to any Work and coordinate the details of the installation at each location. You shall notify the property owner a minimum of 10 Working Days before beginning Work on private property.

**306-8.8.4.1.4 Submittals.**

1. Prior to any water service replumbing construction activity, you shall submit a separate Working Drawing of the new connection for each property to the Engineer. Working Drawings shall include a Plan and profile showing existing property plumbing. Each Working Drawing submittal shall include a written approval by the property owner including and acknowledgement that the property owner has been provided a copy of the Working Drawings by you including any As-Built conditions.

**306-15.1 General.** To the “WHITEBOOK”, DELETE in its entirety.

**ADD:**

**306-15.1 General.** To the “GREENBOOK”, paragraph (1), sub-item “d”, DELETE in its entirety and SUBSTITUTE with the following:

- d) the excavations of the trench and disposal of excess excavation;

To the "GREENBOOK", paragraph (1), ADD the following:

- n) trench shoring and plans, excluding engineered shoring and engineered shoring plans.

To the "GREENBOOK", paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:

No separate or additional payment shall be made for additional bedding or a higher strength of pipe necessitated by you exceeding the maximum trench width, unless a bid item has been provided.

**306-15.2 Shoring and Bracing.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The Bid item for "Trench Shoring" shall include full compensation for furnishing, installing, maintaining, and removing all sheeting, shoring, or bracing for any conditions encountered that require shoring including the preparation of engineered Shoring Plans in accordance with 7-10.4.2.2, "Shoring Plan". No additional payment shall be made.

**306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", ADD the following:

9. The Bid unit price for the "1-Inch Water Service with Private Replumbing" shall include installation of new pipe and appurtenances connecting each existing property plumbing to the new water main, locating and capping or plugging the existing water service piping. It shall also include all work to tie new water service into the new proposed main, including but not limited to installation of new water meter boxes, restoration of private property irrigation, landscaping, ground cover, excavation, backfill and compaction, coordination with private property owner and/or representatives, acquiring permits necessary to install the new water service system, in place, and to restore private improvements to pre-Bid condition.

## **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 removal and 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 removal and replacement of thermoplastic striping and thermoplastic pavement markings shall be included in the Lump Sum Bid item for "Striping".
3. The payment for the thermoplastic traffic striping on continental crosswalks shall be included in the Bid item for "Continental Crosswalks" and shall include the removal of existing striping, pavement markers, and paving markings.

## **SECTION 500 – PIPELINE, MANHOLE, AND STRUCTURE REHABILITATION**

**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) 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).**

1. 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**

**601-6 PAYMENT.** To the "WHITEBOOK", item 5, ADD the following:

- e) The payment for furnishing, installing, programming, maintaining, and removing City approved temporary video or radar detection systems as specified in 601-1, "GENERAL" shall be included in the Bid item for each "Temporary Detection System" required at each intersection.

## SECTION 700 – MATERIALS

**700-9.1 Pedestrian Barricade.** To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Pedestrian barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-141, “Pedestrian Barricade – Type A”.
2. Curb ramp barricades shall be constructed in accordance with the City of San Diego Standard Drawing SDG-140, “Protective Railing at Curb Ramps”.
3. Assembly shall be commercial quality galvanized material.

## SECTION 701 – MATERIALS

**701-2 Payment.** To the “WHITEBOOK”, ADD the following:

19. The payment for Pedestrian Barricades should be included in the item for each “Pedestrian Barricade”.

## SECTION 900 – MATERIALS

**900-1.1.1 Galvanized Pipe.** To the “WHITEBOOK”, Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
  - a) User Connection (Service Meters).
    - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, “Chicago” 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
  - b) Curves and Curbs.
    - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

**900-1.1.2 Fusible PVC Pipe.** To the "WHITEBOOK", Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
  - a) User Connection (Service Meters).
    - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
  - b) Curves and Curbs.
    - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

**900-1.1.3 Yelomine Pipe.** To the "WHITEBOOK", Item 8 Hoses, DELETE in its entirety and SUBSTITUTE with the following:

8. Hoses:
  - a) User Connection (Service Meters).
    - i. For meters up to 1 inch (25.4 mm), the hose shall be 1 inch (25.4 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel, "Chicago" 2-lug, quarter-turn, quick-disconnect fittings banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.
  - b) Curves and Curbs.
    - i. Hose shall be 2 inch (50.8 mm) potable water hose with 300 WP rating. End connections shall be galvanized steel grooved mechanical end fittings in compliance with ASTM C606 banded to the hose.
    - ii. Materials shall meet the NSF/ANSI 61 certification for potable water use in conformance with AWWA C651-14.

**900-1.2**      **Payment.** To the “WHITEBOOK”, item 2, DELETE in its entirety and SUBSTITUTE with the following:

2.      The Payment for your high-lining materials (fittings, valves, and hardware), including delivery and unloading, shall be paid for under the linear foot Bid item “Furnished Materials for Contractor High-line Work”.

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

**901-2.5**      **Payment.** To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3.      Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot bid item for “Pavement Restoration for Final Connection”. Asphalt overlay and slurry seal Work shall be paid for under separate Bid items.

#### **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 A MITIGATED NEGATIVE DECLARATION**



THE CITY OF SAN DIEGO

# ADDENDUM TO A MITIGATED NEGATIVE DECLARATION

Project No. 557712  
Addendum to MND No. 255100  
SCH No. 2011091045

**SUBJECT:** Water and Sewer Group Job 1013

## I. PROJECT DESCRIPTION

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

### Project Location

The Water & Sewer Group Job 1013 project is located within the Mid-City: City Heights Community Planning Area (Council District 9). The entire project is generally bounded by Fairmount Avenue to the west, Dwight Street to the north, Maple Street to the south, and Euclid Avenue to the east. The project will impact the following streets: Dwight Street, Myrtle Avenue, Thorn Street, Redwood Street, Quince Street, Olive Street, Sycamore Drive, Fairmount Avenue, Columbine Street, 44th Street, Highland Avenue, 45th Street, Chamoune Avenue, 46th Street, Menlo Avenue, 47th Street, and unnamed alleyways (see attached project map). All work will be located within the City's right-of-way and public utility easements. The project is not located within or adjacent to the City's Multi-Habitat Planning Area (MHPA).

### Project Description

The proposed scope of work would include replacement and installation of approximately 26,350 linear feet (LF) of water mains and 3,668 LF of sewer mains. Approximately 2,535 LF of existing 10-inch, 4,564 LF of existing 8-inch, and 13,894 LF of existing 6-inch diameter asbestos cement (AC) water pipe would be replaced-in-place with polyvinyl chloride (PVC) pipe within the same trench at the same or shallower depth. 4,724 LF of new 8-inch diameter PVC water pipe would be installed within new alignments at depths ranging from 3 to 5 feet. Approximately 2,526 LF of existing 8-inch diameter vitrified clay (VC) sewer pipe will be replaced at depth ranging from 4 to 23 feet. 223 LF of new 8-inch sewer pipe will be installed within new alignments at depths ranging from 16 to 20 feet. The project will rehabilitate (trenchless) approximately 920 LF of 8-inch diameter sewer pipe.

The project includes the abandonment of 5,289 LF of existing water mains and vacation of associated easements, all located within the public right-of way.

The project will also include the following improvements: installation of curb ramps, laterals, cleanouts, water meters, water boxes; rehabilitation of existing manholes; installation of new manholes; and slurry seal street resurfacing. All construction staging would occur in the public right-of-way.

Potholing and the open trench method of construction would be employed to install the water and sewer pipeline and appurtenances. The widths of the trenches would be approximately 3 to 5 feet.

The Water and Sewer Group Job 1013 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 Water and Sewer Group Job 1013 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 Water and Sewer Group Job 1013 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, excavation within previously undisturbed soil, for either new trench alignments or for replacement of pipelines within the same trench alignment occurring at a deeper depth than the previously existing pipeline, would be monitored by a qualified 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.

### Paleontological Resources

The Citywide Pipelines Project MND No. 255100 analyzed paleontological resources in relation to pipeline projects, which included mitigation to reduce impacts to paleontological resources to below a level of significance. The project area is underlain by geologic formations that, with respect to paleontological fossil resource potential, are assigned a moderate sensitivity rating. Based on the sensitivity of the affected formations and proposed 20-foot excavation depths, construction of Water and Sewer Group Job 1013 could result in potentially significant impacts to fossil resources.

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

## **VI. MITIGATION, MONITORING AND REPORTING PROGRAM**

### 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 in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

### B. PI Shall Attend Precon Meetings

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

### 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)

The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.

### 3. Identify Areas to be Monitored

- a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
- b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
- c. MMC shall notify the PI that the AME has been approved.

### 4. When Monitoring Will Occur

- a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
- b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.

### 5. Approval of AME and Construction Schedule

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

### III. During Construction

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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
  - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
  - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and

RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

(1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

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

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

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

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

1. Procedures for documentation, curation and reporting

a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.

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

c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.

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

IV. Discovery of Human Remains

If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains;

and the following procedures as set forth in CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5) shall be undertaken:

A. Notification

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

B. Isolate discovery site

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

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

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

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

D. If Human Remains are **NOT** Native American

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

V. Night and/or Weekend Work

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

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

a. No Discoveries

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

b. Discoveries

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV - Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

c. Potentially Significant Discoveries

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

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

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

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

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

VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed

due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## **Paleontological Resources**

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

#### **A. Entitlements Plan Check**

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

#### **B. Letters of Qualification have been submitted to ADD**

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

### **II. Prior to Start of Construction**

#### **A. Verification of Records Search**

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

#### **B. PI Shall Attend Precon Meetings**

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
  - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
  - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring

- shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
- c. MMC shall notify the PI that the PME has been approved.
- 4. When Monitoring Will Occur
  - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
  - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
- 5. Approval of PME and Construction Schedule
 

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

### III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
  - 1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
  - 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
  - 3. The monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
  - 1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
  - 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  - 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
  - 1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance

determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.

- b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
  - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
- c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
  - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
  - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

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

1. Procedures for documentation, curation and reporting
  - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
  - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
  - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
  - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

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

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

1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
2. The following procedures shall be followed.
  - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVR and submit to MMC via the RE via fax by 8AM on the next business day.
  - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
  - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
  - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

**V. Post Construction**

- A. Preparation and Submittal of Draft Monitoring Report
  1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
    - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with the San Diego Natural History Museum  
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
  2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
  1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
  1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.

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

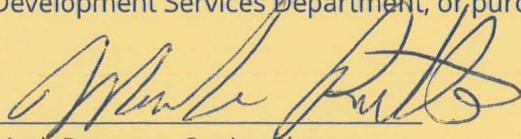
The above Mitigation Monitoring and Reporting Program may require additional fees and/or deposits to be collected prior to the issuance of building permits, certificates or occupancy and/or final maps to ensure the successful completion of the monitoring program.

## **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

February 7, 2018

Analyst: Mark Brunette

### Attachments:

Location Map

Mitigated Negative Declaration No. 255100/SCH No. 2011091045

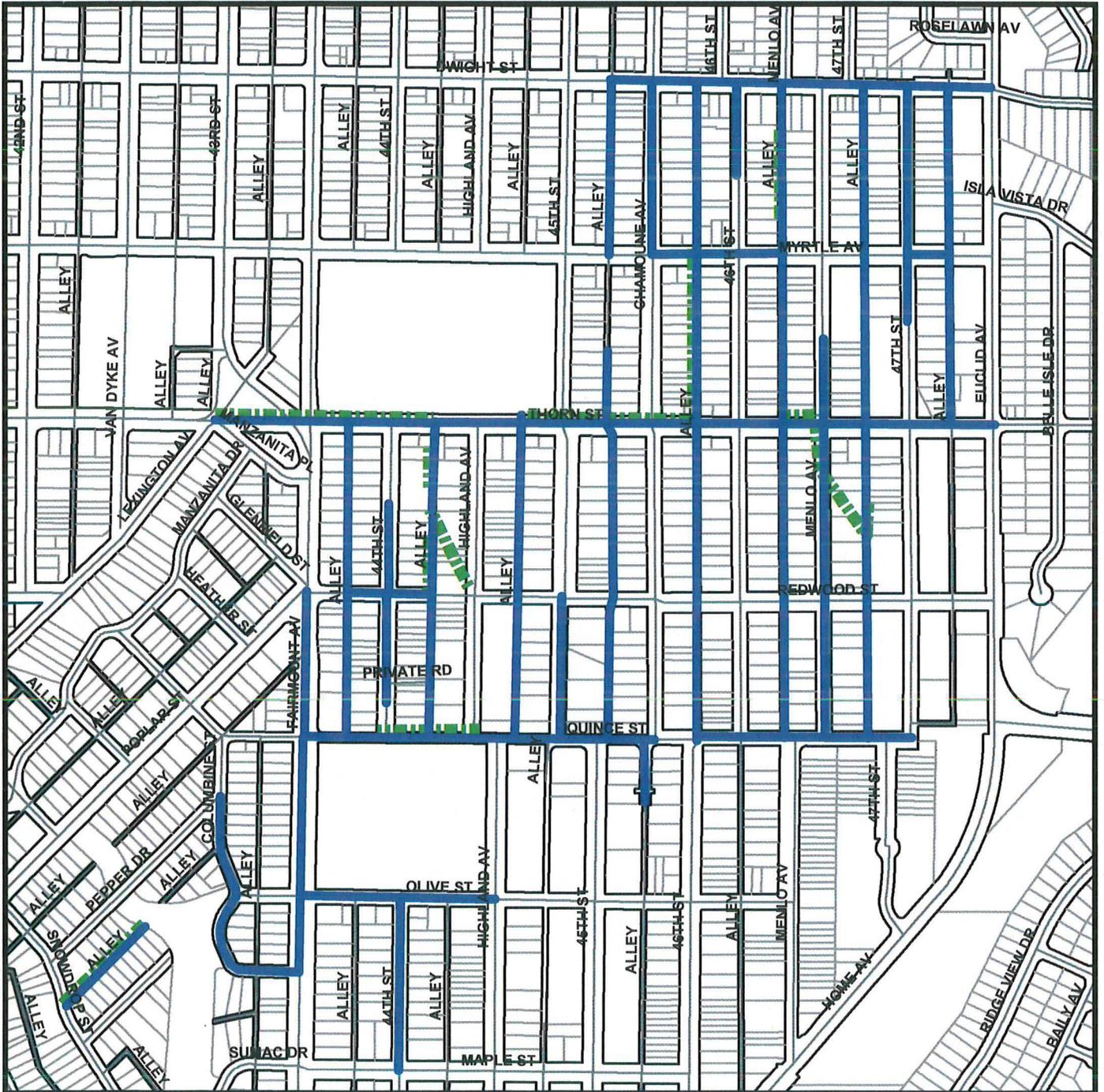
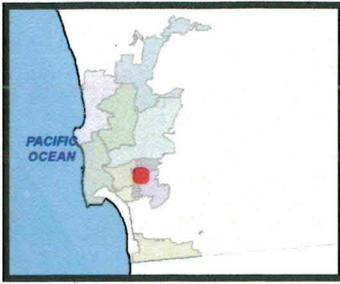
**AC WATER AND SEWER GROUP 1013**

SENIOR ENGINEER  
NABIL BATTA  
(619)-533-4145

PROJECT MANAGER  
DANIEL TITTLE  
(619)-533-7468

PROJECT ENGINEER  
BILL MERCER  
(619)-533-5455

FOR QUESTIONS ABOUT THIS PROJECT  
Call: (619) 533-4207  
Email: [engineering@sandiego.gov](mailto:engineering@sandiego.gov)



**Legend**

- Proposed Water
- - - Proposed Sewer



COMMUNITY NAME: Mid-City, City Heights COUNCIL DISTRICT: 9

Date: January 31, 2017  
AC Water & Sewer Group Job 1013  
Appendix A - Addendum To A Mitigated Negative Declaration



SAP ID: B15156 (W) \\  
B15147 (S)  
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ENTITLEMENTS DIVISION  
(619) 446-5460

## MITIGATED NEGATIVE DECLARATION

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

**Update 10/20/2011**

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

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

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

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

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

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

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

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

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

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

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

#### HARBOR DRIVE PIPELINE (PROJECT NO. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16-inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive 1<sup>st</sup> and 2<sup>nd</sup> 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, 25<sup>th</sup> Street, and 27<sup>th</sup> 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 east 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 east 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: 42<sup>nd</sup> Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47<sup>th</sup> Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44<sup>th</sup> Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

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

WATER GROUP 914 (PROJECT NO. 233447)

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

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

SEWER AND WATER GROUP 732 (PROJECT NO. 206610)

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

**Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaeological and Paleontological Monitoring).****SUBSEQUENT PIPELINE PROJECT REVIEW (LONG TERM)**

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

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

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

IV. DOCUMENTATION:

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

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

**A. GENERAL REQUIREMENTS – PART I**

Plan Check Phase (prior to permit issuance)

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

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

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

**B. GENERAL REQUIREMENTS – PART II**

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

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

**Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist**

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

CONTACT INFORMATION:

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

**2. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD’s ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

Note:

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

- 3. OTHER AGENCY REQUIREMENTS:** Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
- 4. MONITORING EXHIBITS:** All consultants are required to submit, to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline’s work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
- 5. OTHER SUBMITTALS AND INSPECTIONS:** The Permit Holder/Owner’s representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

**Document Submittal/Inspection Checklist**

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

## SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

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

**I. Prior to Permit Issuance**

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

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

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

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

#### COASTAL CALIFORNIA GNATCATCHER

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

- a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN ADJACENT TO THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

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

1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION

ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

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

1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

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

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THE THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CLEARING, GRUBBING, OR GRADING OF OCCUPIED LEAST BELL'S VIREO HABITAT SHALL BE PERMITTED. AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; AND

BETWEEN MARCH 15 AND SEPTEMBER 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED LEAST BELL'S VIREO OR HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF ANY OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED

UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE LEAST BELL'S VIREO. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED

TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 16).

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

- B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
  - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

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

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MAY 1 AND SEPTEMBER 1, THE BREEDING SEASON OF THE SOUTHWESTERN WILLOW FLYCATCHER, UNTIL

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

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE SOUTHWESTERN WILLOW FLYCATCHER. SURVEYS FOR THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF THE SOUTHWESTERN WILLOW FLYCATCHER IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

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

BETWEEN MAY 1 AND SEPTEMBER 1, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED SOUTHWESTERN WILLOW FLYCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN,

NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE SOUTHWESTERN WILLOW FLYCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING\* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 dB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (SEPTEMBER 1).

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

- B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
- I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
  - II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.

## **II. Prior to Start of Construction**

### **A. Preconstruction Meeting**

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

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

### III. During Construction

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

be incorporated.

#### **IV. Post Construction**

##### **A. Preparation and Submittal of Monitoring Report**

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

##### **B. HISTORICAL RESOURCES (ARCHAEOLOGY)**

###### **Prior to Permit Issuance or Bid Opening/Bid Award**

###### **A. Entitlements Plan Check**

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

###### **B. Letters of Qualification have been submitted to ADD**

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

#### **II. Prior to Start of Construction**

##### **A. Verification of Records Search**

1. The PI shall provide verification to MMC that a site specific records search (1/4 mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the 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 that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
  4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. **Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.**
      - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.

- (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
  - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
    - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
    - c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
    - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### IV. Discovery of Human Remains

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

##### A. Notification

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

##### B. Isolate discovery site

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

- be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
  3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
  2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
  3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
  4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
  5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
    - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
    - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
    - c. To protect these sites, the landowner shall do one or more of the following:
      - (1) Record the site with the NAHC;
      - (2) Record an open space or conservation easement; or
      - (3) Record a document with the County.
    - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.
  2. The Medical Examiner will determine the appropriate course of action with the PI and City staff (PRC 5097.98).
  3. If the remains are of historic origin, they shall be appropriately removed and conveyed to the San Diego Museum of Man for analysis. The decision for internment of the human remains shall be made in consultation with MMC, EAS, the applicant/landowner, any known descendant group, and the San Diego Museum of Man.

## V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

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

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## C. PALEONTOLOGICAL RESOURCES

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

#### A. Entitlements Plan Check

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

#### B. Letters of Qualification have been submitted to ADD

1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the

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

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

## **II. Prior to Start of Construction**

### **A. Verification of Records Search**

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

### **B. PI Shall Attend Precon Meetings**

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

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

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

### III. During Construction

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

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

#### B. Discovery Notification Process

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

#### C. Determination of Significance

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

- (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under “D.”
  - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
  - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
    - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
    - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
    - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
    - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City’s Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
    - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

#### **IV. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries
 

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

- b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
  - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
  - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
    - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
    - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
  - C. All other procedures described above shall apply, as appropriate.

## V. Post Construction

- A. Preparation and Submittal of Draft Monitoring Report
  - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
    - a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
    - b. Recording Sites with the San Diego Natural History Museum  
The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
  - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  - 4. MMC shall provide written verification to the PI of the approved report.
  - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
  - 1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
  - 1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  - 2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  - 3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.

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

**D. HISTORICAL RESOURCES (BUILT ENVIRONMENT)**

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

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

- A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
- B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (Pre-Con) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
- C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:
  1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
  2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
  3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
- D. No new sidewalk stamps shall be added by any contactor working on the project.
- E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
- F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic Resources staff.

- G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
- H. Truncated domes used at corner curb ramps shall be dark gray in color.
- I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
- J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
- K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

VI. PUBLIC REVIEW DISTRIBUTION:

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

United States Government

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

State of California

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

County of San Diego

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

City of San Diego

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

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

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

### **Other Interested Individuals or Groups**

#### Community Planning Groups

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

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

Town/Community Councils - PUBLIC NOTICE ONLY

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

**Other Interested Individuals or Groups**

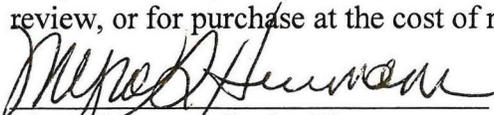
San Diego Unified Port District (109)  
San Diego County Regional Airport Authority (110)  
San Diego transit Corporation (112)  
San Diego Gas & Electric (114)  
Metropolitan Transit Systems (115)  
San Diego Unified School District (125/132)  
San Ysidro Unified School District (127)  
San Diego Community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

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

VII. RESULTS OF PUBLIC REVIEW:

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

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

  
Myra Herrmann, Senior Planner  
Development Services Department

September 14, 2011  
Date of Draft Report

October 24, 2011  
Date of Final Report

Analysts: J. Szymanski/M. Herrmann

Attachments:

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



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



Ken Alex  
 Director

RESPONSE TO COMMENTS

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-(ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

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.

Sincerely,  


Scott Morgan  
 Director, State Clearinghouse

Enclosures  
 cc: Resources Agency

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044  
 TEL (916) 445-0613 FAX (916) 823-3018 www.opr.ca.gov

1. Comment acknowledged no response is necessary.

SCH# 2011091045  
Project Title Citywide Pipeline Projects 2011  
Lead Agency San Diego, City of

RESPONSE TO COMMENTS

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

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Type MND Mitigated Negative Declaration

Description Council Approval to allow the replacement, rehabilitation, relocation, point repair, new trenching, 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

Name Jeffrey Szymanski  
Agency City of San Diego  
Phone 619 446 5324 Fax  
email  
Address 1222 First Avenue, MS-501  
City San Diego State CA Zip 92101

Project Location

County San Diego  
City San Diego  
Region  
Lat / Long  
Cross Streets Citywide  
Parcel No.  
Township Range Section Base

Proximity to:

Highways  
Airports  
Railways  
Waterways  
Schools  
Land Use Citywide

Project Issues Archaeologic-Historic; Landuse; Other Issues

Reviewing Agencies Resources Agency; California Coastal Commission; Department of Fish and Game, Region 5; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; Caltrans, Division of Aeronautics; California Highway Patrol; Caltrans, District 11; CA Department of Public Health; State Water Resources Control Board, Division of Financial Assistance; Regional Water Quality Control Board, Region 9; Native American Heritage Commission; Public Utilities Commission

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

4

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

RESPONSE TO COMMENTS

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

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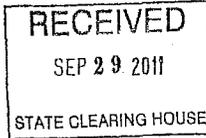
Note: Blanks in data fields result from insufficient information provided by lead agency.

DEPARTMENT OF TRANSPORTATION  
DISTRICT 11  
PLANNING DIVISION  
4050 TAYLOR STREET, MS 240  
SAN DIEGO, CA 92110  
PHONE (619) 688-6960  
FAX (619) 688-4299  
TTY 711  
www.dot.ca.gov

EDMUND G. BROWN Jr., Governor



Flex your power!  
Be energy efficient!



September 28, 2011

Mr. Jeffrey Szymanski  
City of San Diego Development Services Center  
1222 First Avenue MS 501  
San Diego, CA 92101

11-SD-Var  
PM Varjous  
Citywide Pipeline Projects 2011  
SCH# 2011091045

*Clear  
10/27/11  
Q*

Dear Mr. Szymanski:

The California Department of Transportation (Caltrans) appreciates the opportunity to comment on the Draft Mitigated Negative Declaration (MND) for the North-South District Interconnection System Project (Project). The project is identified in the MND to cross State Route 52 (SR-52) and State Route 94 (SR-94). Caltrans would like to submit the following comments:

Any work performed within Caltrans Right-of-Way (R/W) will require an approved encroachment permit by Caltrans. All Caltrans standards for utility encroachments shall be met.

Additionally, any work performed within Caltrans R/W must provide an approved final environmental document including the California Environmental Quality Act (CEQA) determination addressing any environmental impacts within the Caltrans' R/W, and any corresponding technical studies. If these materials are not included with the encroachment permit application, the applicant will be required to acquire and provide these to Caltrans before the permit application will be accepted. Identification of avoidance and/or mitigation measures will be a condition of the encroachment permit approval as well as procurement of any necessary regulatory and resource agency permits.

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (619) 688-6158. Early coordination with Caltrans is strongly advised for all encroachment permit.

If you have any questions on the comments Caltrans has provided, please contact Marisa Hampton of the Development Review Branch at (619) 688-6954.

Sincerely,

JACOB ARMSTRONG, Chief  
Development Review Branch

"Caltrans improves mobility across California"

RESPONSE TO COMMENTS

DEPARTMENT OF TRANSPORTATION (9/28/2011)

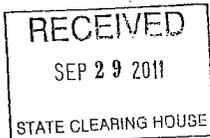
2. The comment letter has been forwarded to the applicant department and it is acknowledged that any work conducted within the Caltrans R/W will require an approved encroachment permit by Caltrans.
3. The applicant department acknowledges that they must provide the certified CEQA document to Caltrans prior to the approval of an encroachment permit.

6

NATIVE AMERICAN HERITAGE COMMISSION

5 CAPITOL MALL, ROOM 364  
SACRAMENTO, CA 95814  
(916) 853-0251  
Fax (916) 857-5390  
Web Site www.nahc.ca.gov  
na\_nahc@pacbell.net

clear  
10/13/2011  
e



September 27, 2011

Mr. Jeffrey Szymanski, Environmental Planner  
**City of San Diego Development Services Department**  
1222 First Avenue, MS 501  
San Diego, CA 92101

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

Dear Mr. Szymanski:

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. 3<sup>rd</sup> 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,' 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

RESPONSE TO COMMENTS

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.

4.

5.

7  
make contact with the list of Native American Contacts on the attached list of Native American contacts, 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 and Section 2183.2 that requires documentation, data recovery of cultural resources.

2, 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 historic context of proposed projects and to "research" the cultural landscape that might include the 'area of potential effect.'

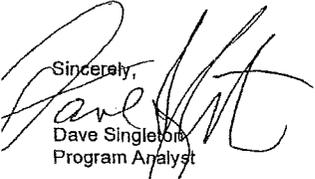
7, Confidentiality of "historic properties of religious and cultural significance" should also be considered as protected by California Government Code §6254( r) and may also be protected under Section 304 of the NHPA or at the Secretary of the Interior discretion if not eligible for listing on the National 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.

8, 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'.

9, 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.

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.
8. 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.

Sincerely,  


Dave Singleton  
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contact List

RESPONSE TO COMMENTS

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

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

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

Inaja Band of Mission Indians  
Rebecca Osuna, Spokesperson  
2005 S. Escondido Blvd. Diegueno  
Escondido, CA 92025  
(760) 737-7628  
(760) 747-8568 Fax

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

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Kumeyaay Cultural Heritage Preservation  
Paul Cuero  
38190 Church Road, Suite 5 Diegueno/ Kumeyaay  
Campo, CA 91906  
(619) 478-9046  
(619) 478-9505  
(619) 478-5818 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

Kwaaymii Laguna Band of Mission Indians  
Carmen Lucas  
P.O. Box 775 Diegueno -  
Pine Valley, CA 91962  
(619) 709-4207

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

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

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

This 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 in the City of San Diego; San Diego California.

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

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

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

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

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

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n Pasqual Band of Mission Indians  
an E. Lawson, Chairperson  
Box 365 Diegueno  
lley Center, CA 92082  
anl@sanpasqualband.com  
0) 749-3200  
0) 749-3876 Fax

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

ay Nation of Santa Ysabel  
gil Perez, Spokesman  
Box 130 Diegueno  
nta Ysabel, CA 92070  
andietaylor@yahoo.com  
0) 765-0845  
0) 765-0320 Fax

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

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n 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

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#2011091045; CEQA Notice of Completion; proposed Mitigated Negative Declaration for the Citywide Pipelines Projects 2011; located  
City of San Diego; San Diego California.

Kumeyaay Nation of Santa Ysabel  
Clinton Linton, Director of Cultural Resources  
P.O. Box 507 Diegueno/Kumeyaay  
Santa Ysabel, CA 92070  
clinton73@aol.com  
(760) 803-5694  
clinton73@aol.com

Kumeyaay Cultural Repatriation Committee  
Bernice Paipa, Vice Spokesperson  
P.O. Box 1120 Diegueno/Kumeyaay  
Boulevard, CA 91905  
(619) 478-2113

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

Manzanita Band of the Kumeyaay Nation  
Meroy J. Elliott, Chairperson  
P.O. Box 1302 Diegueno/Kumeyaay  
Boulevard, CA 91905  
(619) 766-4930  
(619) 766-4957 - FAX

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

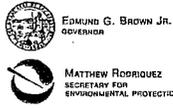
Inter-Tribal Cultural Resource Council  
Frank Brown, Coordinator  
240 Brown Road Diegueno/Kumeyaay  
Alpine, CA 91901  
FIREFIGHTER69TFF@AOL.  
COM  
(619) 884-8437

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

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

This 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 in the City of San Diego; San Diego California.



State Water Resources Control Board

OCT 10 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.

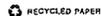
10 Please provide us with the following documents applicable to the proposed Project: (1) 2 copies of the draft and final IS/MND, (2) the resolution adopting/certifying the IS/MND making California Environmental Quality Act (CEQA) findings, (3) all comments received during the review period and the City's 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](http://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 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | [www.waterboards.ca.gov](http://www.waterboards.ca.gov)



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.

It is important to note that prior to a CWSRF funding commitment, projects are subject to provisions of the Federal Endangered Species Act, and must obtain Section 7 clearance from the U.S. Fish and Wildlife Service (USFWS), and/or National Marine Fisheries Service (NMFS) for any potential effects to special status species. Please be advised that the State Water Board will consult with USFWS, and/or NMFS regarding all federal special status species the Project has the potential to impact if the Project is to be funded under the CWSRF Program.

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 Hirn, 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)

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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.

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

Sincerely,



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

Edmund G. Brown Jr.  
Governor



Ken Alex  
Director

RESPONSE TO COMMENTS

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:

11. 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 document.

12. 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,

  
Scott Morgan  
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.opr.ca.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.

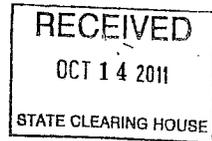


RESPONSE TO COMMENTS

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

October 11, 2011

Mr. Jeffery Szymanski  
City of San Diego  
Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101



**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).

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*Conserving California's Wildlife Since 1870*

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.

- 3.
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.

- 4.
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 (1)(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 CEQA Guidelines section 15162 any necessary CEQA 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 CEQA 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 CEQA Guidelines sections 15162 or 15164 limit the application to an individual project. In fact, CEQA Guidelines section 15162 (b) states: "If changes 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.

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

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.

15. 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,



Edmund Pert  
Regional Manager  
South Coast Region

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

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 Use 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 see 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.



## 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 Avenue, 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:

16. 1. 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.
17. 2. 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., Chairperson  
Environmental Review Committee

cc: SDCAS President  
File

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

RESPONSE TO COMMENTS

SAN DIEGO COUNTY ARCHAEOLOGICAL SOCIETY, INC (10/5/2011)

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.

# RINCON BAND OF LUISEÑO INDIANS

Culture Committee

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



September 28, 2011

RINCON BAND OF LUISEÑO INDIANS (9/28/2011)

To whom it may concern

On behalf of the Rincon Band of Luiseno 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 to 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.

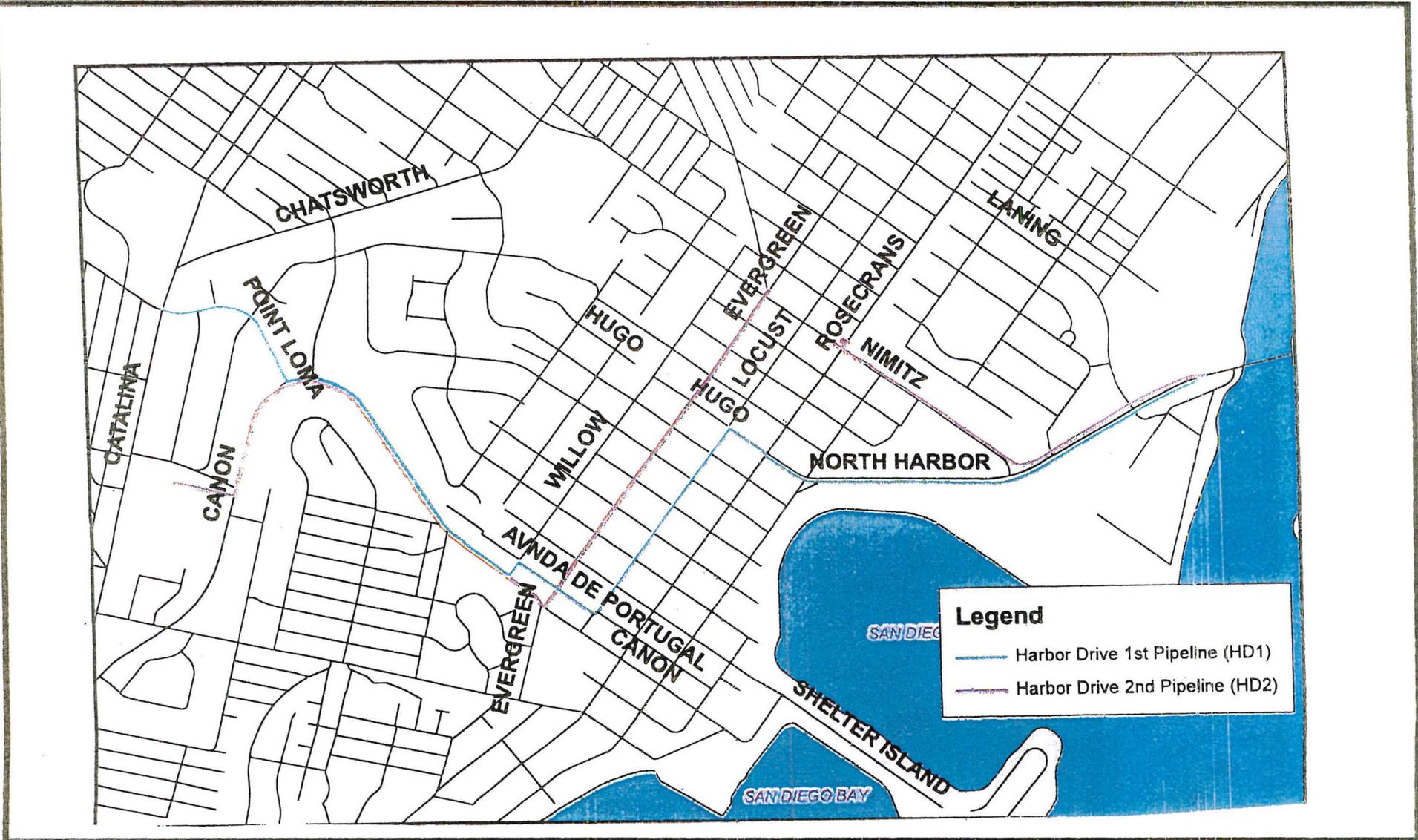
Once again thank you for informing of your project and keeping Native Americans informed of these projects. We wish you success in your endeavors and hope the project is completed with the satisfaction of all parties involved.

Sincerely,

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.

Bo Mazzetti Tribal Chairman	Stephanic Spencer Vice Chairwoman	Charlie Kolb Council Member	Steve Stallings Council Member	Laurie Gonzales Council Member
--------------------------------	--------------------------------------	--------------------------------	-----------------------------------	-----------------------------------



# Citywide Pipeline Projects-Project No. 255100

Harbor Drive Pipeline / Project No. 206100

City of San Diego – Development Services Department

FIGURE  
No. 1

LOCATION MAP / ORTHO PHOTOGRAPHY MAP

# WATER GROUP JOB 949 SITE 1



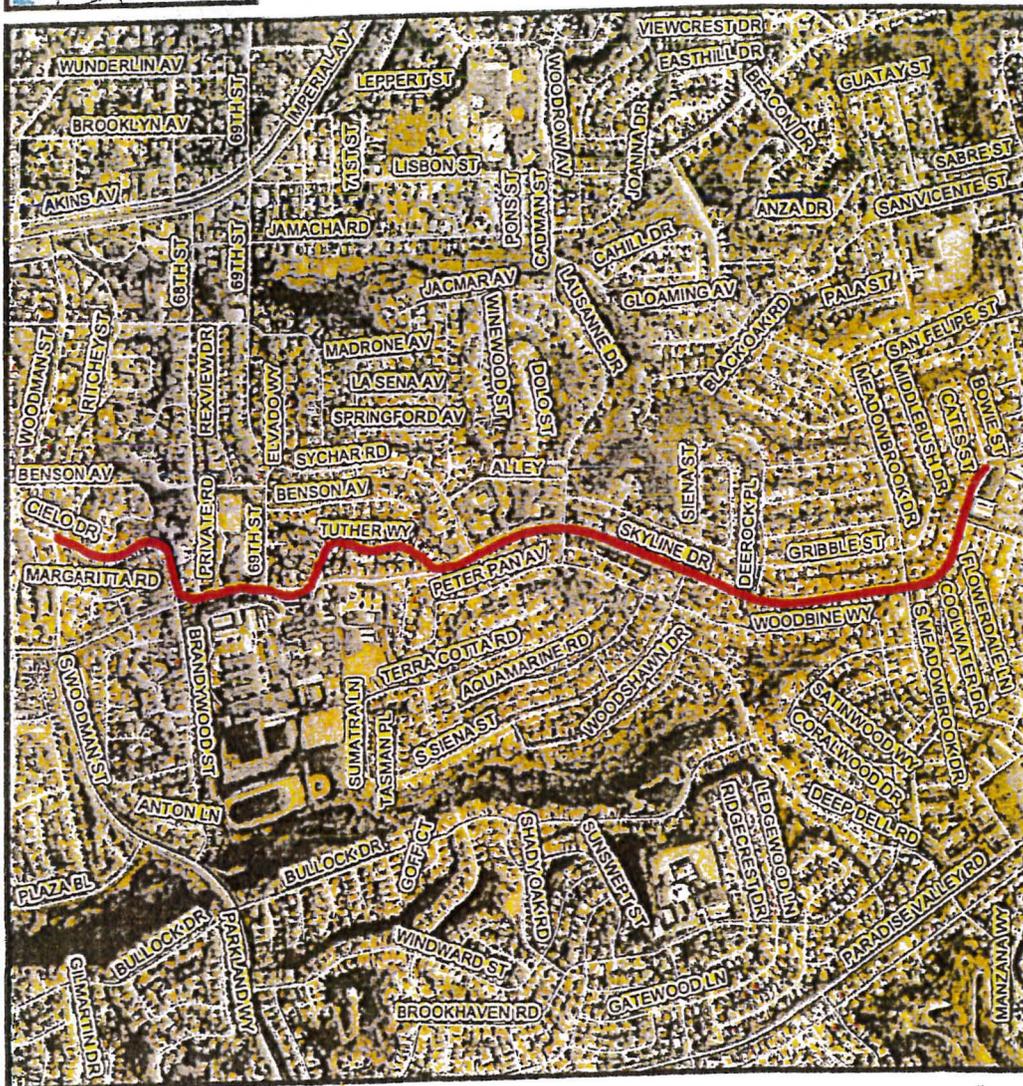
SENIOR ENGINEER  
RANIA AMEN  
(619)-533-5482

PROJECT MANAGER  
AKRAM BASSYOUNI  
(619) 533-6902

PROJECT ENGINEER  
CECILIA MARISTELA  
(619) 533-7420



Project Implementation & Technical Services (PITS)  
CIP Preliminary Engineering & Program Coordination



### Legend

— Water Group Job 949 Site 1



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drawing\Water & Sewer Projects\Water Projects\Water Group Job 949 Site 1\CIP Tracking\Location Maps



# Citywide Pipe Line Project- Project No. 255100

Water Group 949 Site 1/Project No. 232719

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



LOCATION MAP/ ORTHO PHOTOGRAPHY MAP

### WATER GROUP JOB 949 SITE 2

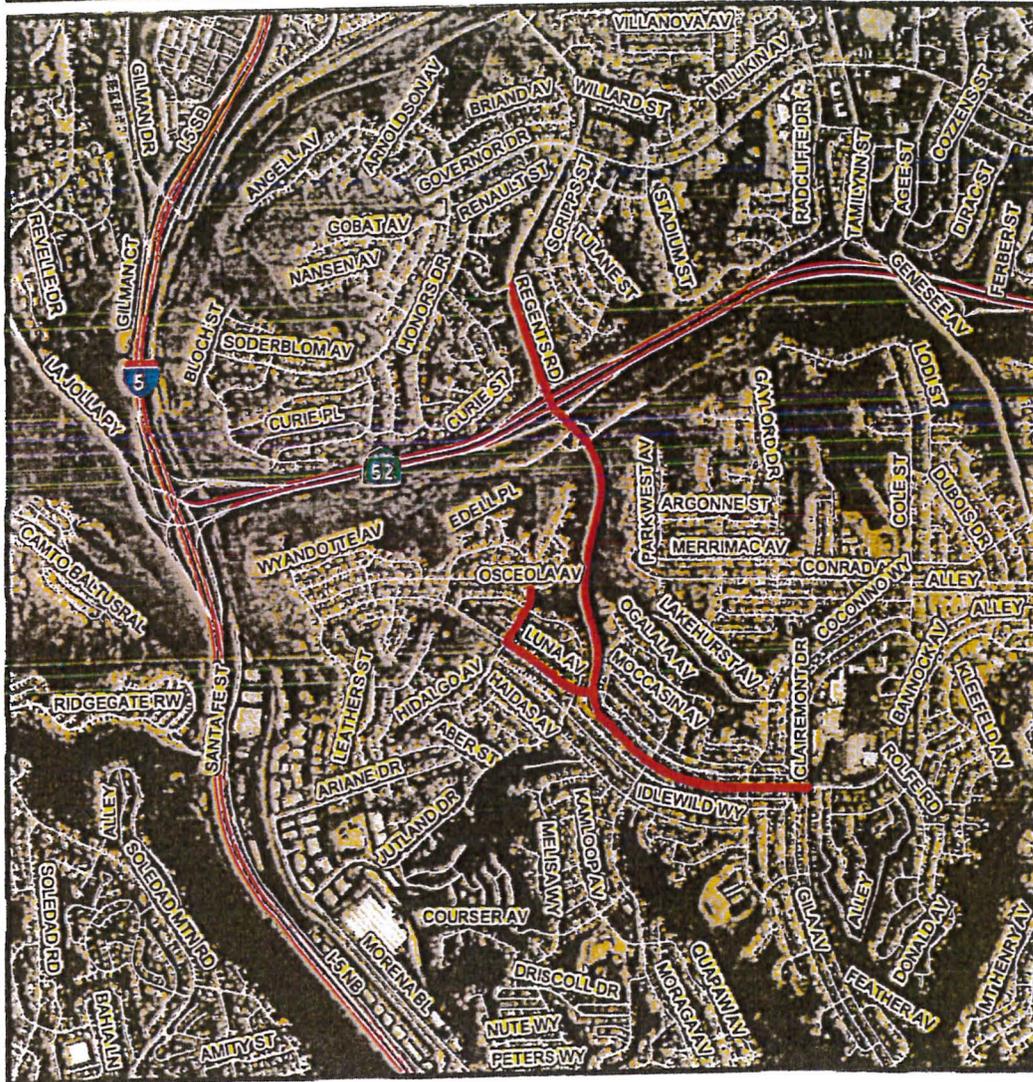
SENIOR ENGINEER  
RANIA AMEN  
(619)-533-5452

PROJECT MANAGER  
AKRAM BASSYOUNI  
(619) 533-6902

PROJECT ENGINEER  
CECILIA MARISTELA  
(619) 533-7420



Project Implementation & Technical Services (PITS)  
CIP Preliminary Engineering & Program Coordination



#### Legend

— Water Group Job 949 Site 2



No Scale

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AC Water & Sewer Group Job 1013  
Appendix A - Addendum To A Mitigated Negative Declaration



## Citywide Pipeline Project-Project No. 255100

Water Group 949 Site 2/Project No. 232719



LOCATION MAP/ ORTHO PHOTOGRAPHY MAP  
**WATER GROUP JOB 949 SITE 3**

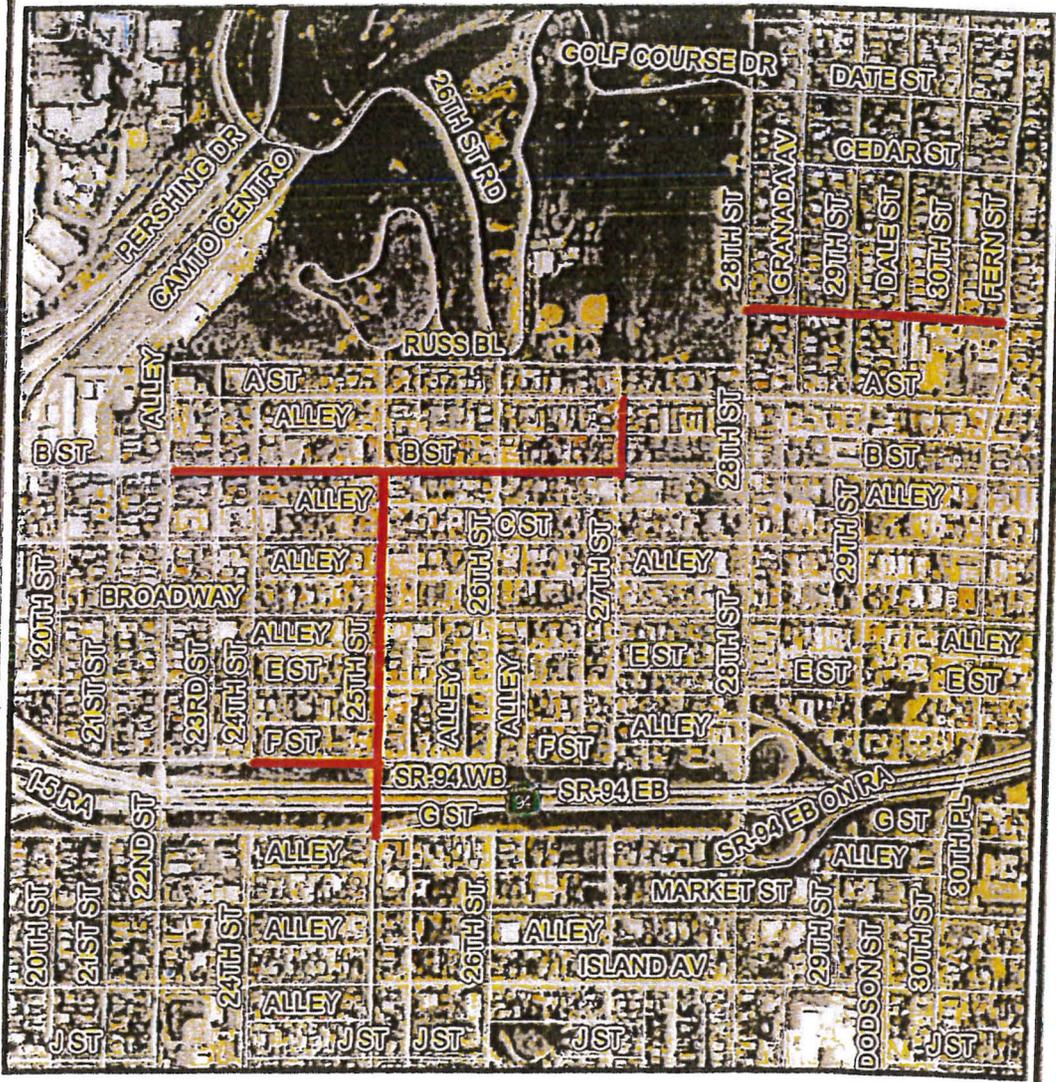
SENIOR ENGINEER  
 RANIA AMEN  
 (619)-533-5492

PROJECT MANAGER  
 AKRAM BASSYOUNI  
 (619) 533-6902

PROJECT ENGINEER  
 CECILIA MARISTELA  
 (619) 533-7420



Project Implementation & Technical Services (PITS)  
 CIP Preliminary Engineering & Program Coordination



**Legend**

— Water Group Job 949 Site 3



No Scale

S:\PITS\PITS-CIP-Preliminary-Engineering-and-Program-Coordination\Drafting\Water & Sewer Projects\Water Projects\Water Group Job 949 Site 3\CIP Tracking\Location Maps



**Citywide Pipeline Project-Project No.  
 255100**  
 Water Group 949 Site 3/Project No. 232719

**FIGURE  
 No. 4**

### Sewer Group 787

SENIOR ENGINEER  
Carl Spier  
619-533-5126

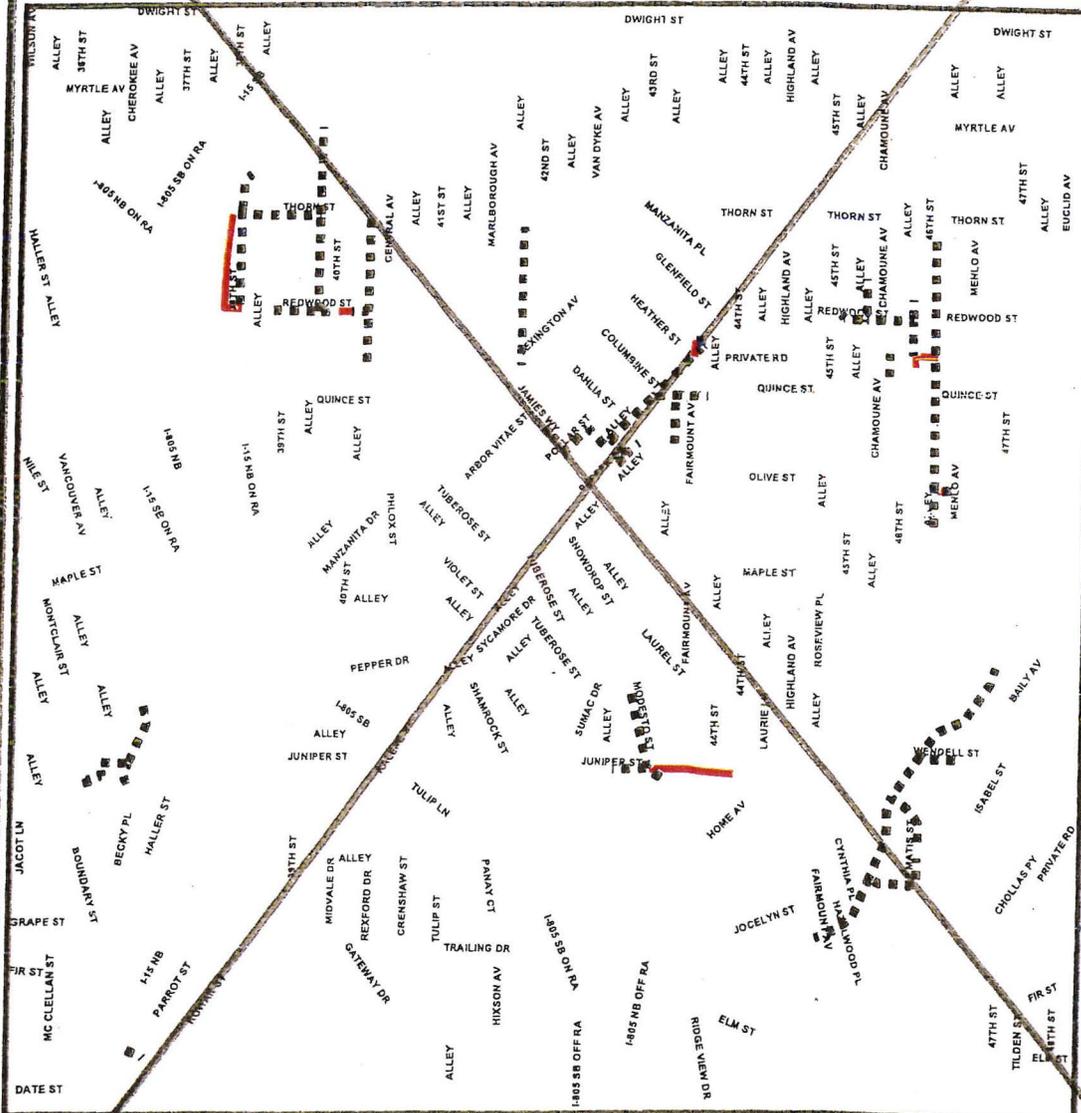
PROJECT MANAGER  
Regan Owen  
619-533-5205

PROJECT ENGINEER  
Matthew DeBeliso  
619-533-5286

PUBLIC INFORMATION OFFICER  
HOTLINE  
619-533-4207



Public Works Dept

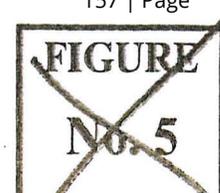


#### Legend

- ■ ■ Sewer\_Group\_787
- Sewer\_Group\_787\_Abandonment



THE MAPS AND PLANS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. ENGINEER HAS CONDUCTED VISUAL INSPECTION ONLY AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION SHOWN ON THE MAPS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE INFORMATION SHOWN ON THE MAPS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE AFFECTED AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE AFFECTED AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE AFFECTED AGENCIES.



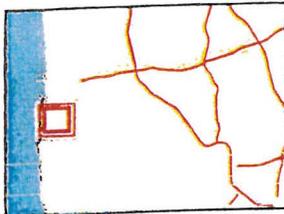
**WATER GROUP 914  
WATER MAIN REPLACEMENT**

SENIOR ENGINEER  
WENDY GAMBOA  
(619) 235-1971

PROJECT ENGINEER  
ROBERTO VEJAR-PARRA  
(619) 533-5402

PROJECT MANAGER  
MICHAEL NINH  
(619) 533-7443

PUBLIC INFORMATION  
HOTLINE  
(619) 533-4207

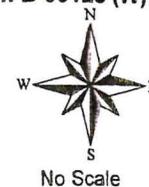


OCEAN BEACH / PENINSULA  
LEGEND

COUNCIL DISTRICT: 02

WBS NO.: B-00125 (W)

- REPLACE IN PLACE EXIST. WATER MAIN
- PROP. NEW WATER MAIN
- PROP. TRENCHLESS WATER
- PROP. NEW PRESSURE REGULATOR STATION (PRS)
- EXISTING WATER MAINS

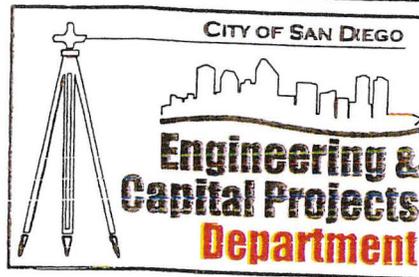
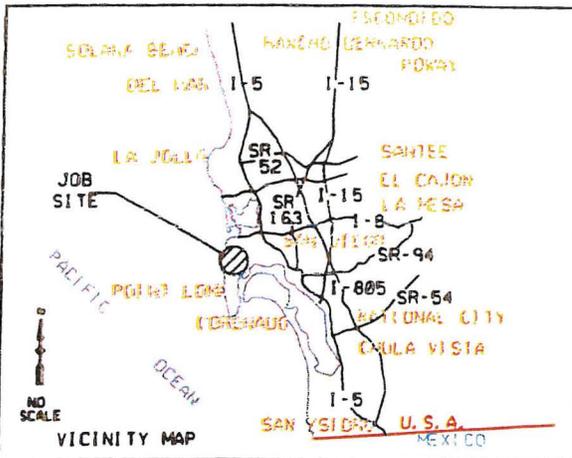


AC Water & Sewer Group Job 1013  
Appendix A - Addendum To A Mitigated Negative Declaration

**FIGURE  
No. 6**



**Citywide Pipeline Projects-Project No.  
255100  
Water Group 914 /Project No. 233447**

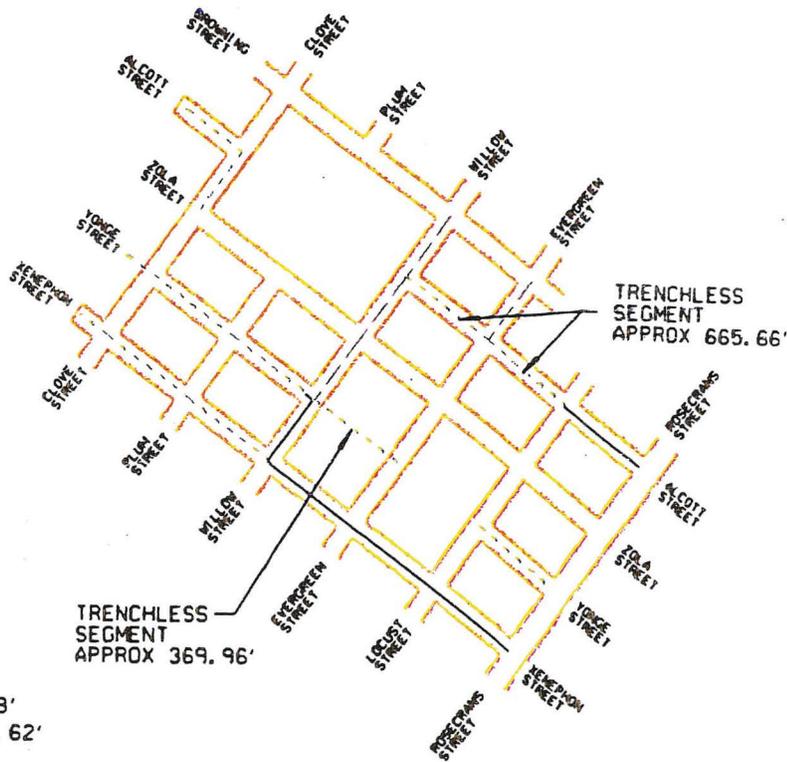


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SEWER & WATER MAIN  
REPLACEMENT  
GROUP 732  
SITE MAP

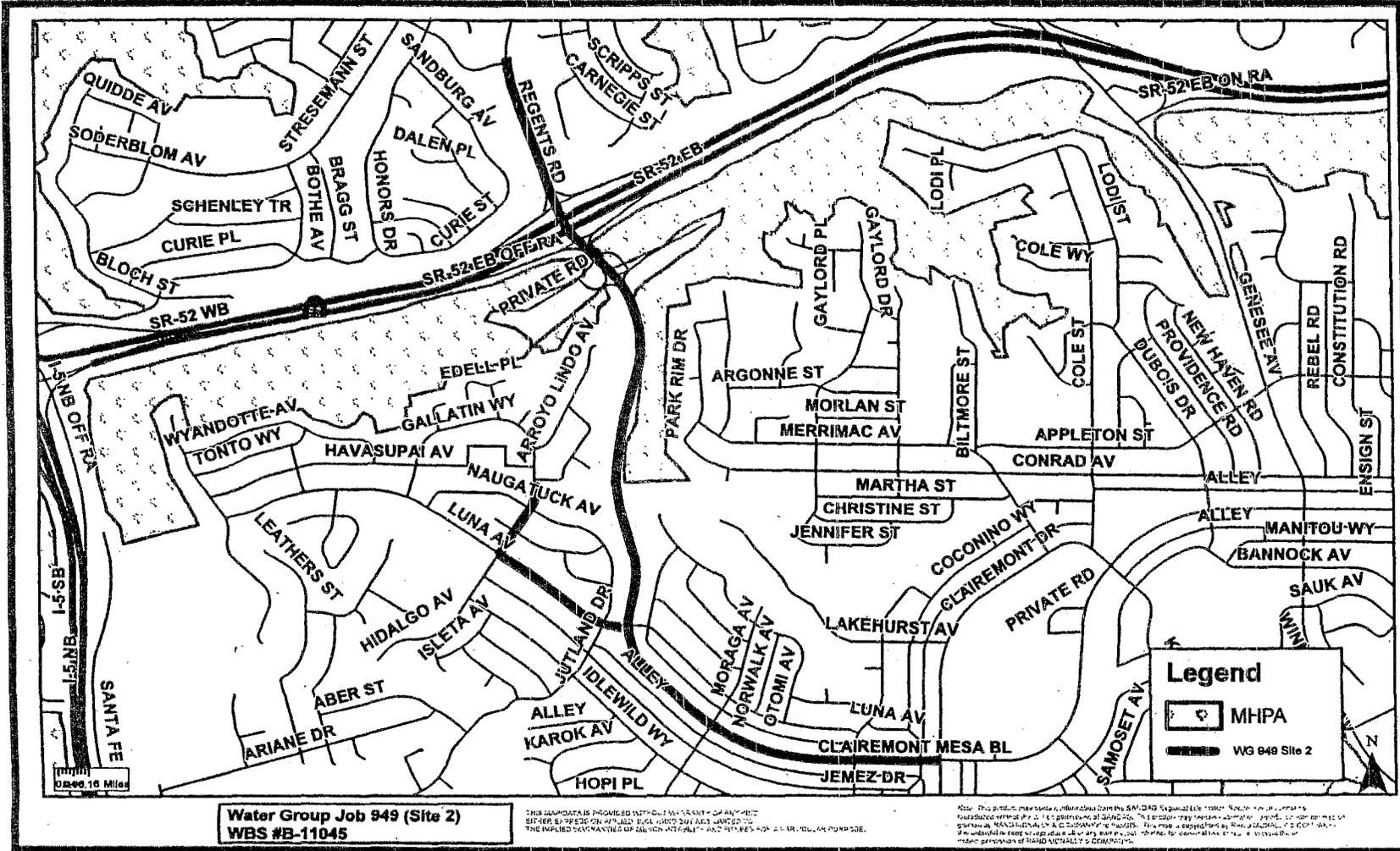


NOTE: SEWER MAINS  
TYPICAL METHODS 4, 459.38'  
TRENCHLESS APPROX 1, 035.62'

- LEGEND:
- WATER MAIN REPLACEMENT
  - - - SEWER MAIN REPLACEMENT
  - WATER & SEWER MAIN REPLACEMENT

06-21-11 OEM





# Citywide Pipeline Project-Project No. 255100

Water 949 Site 2/ Project No. 232719

City of San Diego – Development Services Department

**FIGURE  
No. 8**

## INITIAL STUDY CHECKLIST

1. Project Title/Project number: Citywide Pipeline Projects
2. Lead agency name and address: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101.
3. Contact person and phone number: Jeff Szymanski, Associate Planner, 619-446-5324
4. Project location: 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.
5. Project Applicant/Sponsor's name and address: City of San Diego, Engineering & Capital Projects Department, ~~City of San Diego Public Utilities Department - Water Department and City of San Diego Metropolitan Waste Water Division (MWWDD).~~
6. General Plan designation: 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. Zoning: 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.
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): 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).

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 1<sup>st</sup> and 2<sup>nd</sup> 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 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, 25<sup>th</sup> Street, and 27<sup>th</sup> 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: 42<sup>nd</sup> Street, Monroe Avenue, Edgware Road, Polk Avenue, Orange Avenue, Menlo Avenue, 47<sup>th</sup> Street, Dwight Street, Myrtle Avenue, Manzanita Place, Heather Street, Dahlia Street, Poplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, 44<sup>th</sup> 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

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

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

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

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

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

On the basis of this initial evaluation:

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

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

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

Near-term or future projects would involve the replacement, rehabilitation, relocation, point repair, new trenching, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, pedestrian ramps, lateral connections, manholes all located below the existing PROW. It is not anticipated that removal and/or replacement of street trees and the removal and/or replacement of street lights; therefore scenic vistas would not be impacted.

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

Near-term or future projects may involve work that could affect street trees, historic buildings or a scenic state highway; however, any work of this type would be reviewed by qualified historical staff to ensure that construction related activities not impact the integrity of the any scenic resources. Additionally, any associated street improvements, if located within a historic district, would be required to comply with the mitigation measures incorporated in Section V of this MND.

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

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?

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. – Would the project:

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

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?

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 non-forest use?

The project is located within the developed public right of way and the land surrounding any near-term 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.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

The project 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Please see III.a

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	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 concentrations?

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, 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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	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?

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 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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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sensitive trees. As such, the project would not result in conflict with local policies protecting biological resources.

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

Near-term and/or future pipeline projects may be located in close proximity to, or adjacent to the City's Multi-Habitat Planning Area (MHPA), but not within the MHPA. MHPA Land Use Adjacency mitigation has been incorporated into the Mitigation, Monitoring and Reporting Program (MMRP), to mitigate indirect impacts to the MHPA. Therefore, the project does not have the potential to impact any habitat conservation plans and would not result in indirect impacts to the MHPA.

V. CULTURAL RESOURCES – Would the project:

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

The purpose and intent of the *Historical Resources Regulations of the Land Development Code (Chapter 14, Division 3, and Article 2)* is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises.

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

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.

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

- 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

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

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

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

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 seismic-related ground failure, including liquefaction would be below a level of significance.

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

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 or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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 project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

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), creating substantial risks to life or property? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

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 Incorporated	Less Than Significant Impact	No Impact
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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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.

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

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

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

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 the environment?

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 ¼ mile radius of an existing or proposed school

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

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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result in a safety hazard for people residing or working in the project area?

None of the near-term or future project alignments would be located within the vicinity of a private airstrip; no provide airstrips are located with the jurisdictional boundaries of the City of San Diego; therefore, no impact would result under this category.

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

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

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

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Any near-term and/or future projects do not propose the use of groundwater. Furthermore, these projects would not introduce a substantially large amount of new impervious surfaces over ground that could interfere with groundwater recharge. Therefore, construction of these projects would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.

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

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?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. Additionally, these projects would not result in a substantial increase in impervious surface, and therefore, would not contribute runoff water that would exceed the capacity of existing storm water systems.

- f) Otherwise substantially degrade water quality?

Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. See IX-a.

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

The near-term and/or future pipeline projects would not include the construction of any housing.

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

The near-term and/or future pipeline projects would not impede the direction of flows or substantially impact a 100-year flood hazard area.

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

The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with flooding beyond those of any existing conditions.

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

The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of any existing conditions.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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availability of a known mineral resource of value to the region and the state.

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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:**

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Exposure of persons to, or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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vicinity above levels existing without the project?

Any near-term or future pipeline projects covered under this MND all occur within the developed PROW would not permanently increase the ambient noise levels beyond those which exist without 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?

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 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 the project area to excessive noise levels?

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 in order to keep up with current demand. These projects would not displace any housing.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

See XIII b).

**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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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performance objectives for any of the public services:

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|--------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| i) Fire Protection | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Any near-term or future pipeline project would not physically alter any fire protection facilities. Replacement and installation of utility infrastructure would not require any new or altered fire protection services. Future projects may require a Traffic Control Plan to ensure major disruptions to traffic flow do not occur. Disruptions to response times are not anticipated.

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

Any near-term or future pipeline project would not physically alter any fire protection facilities. Replacement and installation of utility infrastructure would not require any new or altered police protection services. Future projects may require a Traffic Control Plan to ensure major disruptions to traffic flow do not occur. Disruptions to response times are not anticipated.

- |              |                          |                          |                          |                                     |
|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| iii) Schools | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Any near-term or future pipeline project would not physically alter any schools. Additionally, these projects would not include construction of future housing or induce growth that could increase demand for schools in the area.

- |          |                          |                          |                          |                                     |
|----------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| v) Parks | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|----------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Any near-term or future pipeline project would not physically alter any parks. Therefore, these projects would not create demand for new parks or other recreational facilities.

- |                             |                          |                          |                          |                                     |
|-----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| vi) Other public facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

Any near-term or future pipeline project would not result in the increased demand for electricity, gas, or other public facilities. These projects would improve the sewer and water utility system to keep up with current and projected demand.

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

Implementation of the near-term and/or future pipeline projects would replace and improve 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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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projects would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.

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

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 relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?

Construction of the 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
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individual levels of service.

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

The near-term and any future projects covered under this MND would not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.

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

The near-term and any future projects covered under this MND would not include any tall structures or design features that would increase hazards in the area. All projects would be designed to meet City standards and therefore would meet existing levels of service.

- e) Result in inadequate emergency access?

Construction of the near-term or any future project would temporarily affect traffic circulation within the project's APE. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.

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

Construction of the near-term or any future project would temporarily impact circulation during construction activities as it relates to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.

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

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

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Construction of the near-term or any future projects covered under this MND would facilitate the treatment of wastewater and would not exceed the requirements of the Regional Water Quality Control Board.

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

Construction of the near-term or any future projects covered under this MND would result in improvements to water and sewer pipeline infrastructure. Use of this MND is limited to projects that would not result in a significant unmitigated impact to the environment.

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

Construction of the near-term or any future projects covered under this MND would not result in an increase in impervious surfaces as the scope is completely within the City Right-of-Way. Therefore, these projects would not require the construction of new storm water drainage facilities or expansion of existing facilities.

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

Construction of the near-term or any future projects covered under this MND would not increase the demand for water. These projects would improve the existing water pipelines system throughout the 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

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

- b) Does the project have impacts that are

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

## INITIAL STUDY CHECKLIST

### REFERENCES

#### I. AESTHETICS / NEIGHBORHOOD CHARACTER

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

#### II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

#### III. AIR QUALITY

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

#### IV. BIOLOGY

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

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

City of San Diego Historical Resources Guidelines.

City of San Diego Archaeology Library.

Historical Resources Board List.

Community Historical Survey:

Site Specific Report:

**VI. GEOLOGY/SOILS**

City of San Diego Seismic Safety Study.

U.S. Department of Agriculture Soil Survey - San Diego Area, California, Part I and II, December 1973 and Part III, 1975.

Site Specific Report:

**VII. GREENHOUSE GAS EMISSIONS**

Site Specific Report: 'Roadway Construction Emissions Models' conducted for each near-term project (2010 & 2011).

**VIII. HAZARDS AND HAZARDOUS MATERIALS**

San Diego County Hazardous Materials Environmental Assessment Listing

San Diego County Hazardous Materials Management Division

FAA Determination

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

Airport Land Use Compatibility Plan.

Site Specific Report:

**IX. HYDROLOGY/WATER QUALITY**

Flood Insurance Rate Map (FIRM).

Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.

Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html).

Site Specific Report:

**X. LAND USE AND PLANNING**

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

**XI. MINERAL RESOURCES**

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

**XII. NOISE**

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

**XIII. PALEONTOLOGICAL RESOURCES**

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

Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.

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

**XIV. POPULATION / HOUSING**

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

**XV. PUBLIC SERVICES**

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

**XVI. RECREATIONAL RESOURCES**

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

**XVII. TRANSPORTATION / CIRCULATION**

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

**XVIII. UTILITIES**

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

\_\_\_ Site Specific Report:

**XIX. WATER CONSERVATION**

\_\_\_ City of San Diego General Plan.

\_\_\_ Community Plan.

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

\_\_\_ Site Specific Report:

WATER AND SEWER GROUP JOB 1013 PROJECT  
ADDENDUM TO MITIGATED NEGATIVE DECLARATION NO. 255100  
(Project No. 557712)  
AND  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON FEBRUARY 9, 2018

WHEREAS, on June 15, 2017, The City of San Diego Public Works Department submitted an application to the Development Services Department for a Public Project Assessment for the Water and Sewer Group Job 1013 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 February 9, 2018; and

WHEREAS, on February 9, 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:

1. 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

By: 

Date: February 9, 2018

ATTACHMENT: EXHIBIT A – MITIGATION MONITORING AND REPORTING PROGRAM

## EXHIBIT A

### MITIGATION MONITORING AND REPORTING PROGRAM WATER AND SEWER GROUP JOB 1013 PROJECT PROJECT NO. 557712

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 in-house, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the ¼ mile radius.

##### **B. PI Shall Attend Precon Meetings**

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

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

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

### III. During Construction

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

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

3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
  4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSV). The CSV's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
  2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
  3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
  4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
    - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
      - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."

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

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

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

#### **IV. Discovery of Human Remains**

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

##### **A. Notification**

- 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.

2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
  2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
  3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
  2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
  3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
  4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
  5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
    - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;
    - b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
    - c. To protect these sites, the landowner shall do one or more of the following:
      - (1) Record the site with the NAHC;
      - (2) Record an open space or conservation easement; or
      - (3) Record a document with the County.
    - d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.
- D. If Human Remains are **NOT** Native American
1. The PI shall contact the Medical Examiner and notify them of the historic era context of the burial.

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

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

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSVR and submit to MMC via fax by 8AM of the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

**VI. Post Construction**

- A. Submittal of Draft Monitoring Report
  1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.

- a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
  - b. Recording Sites with State of California Department of Parks and Recreation  
The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
  2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
- C. Curation of artifacts: Accession Agreement and Acceptance Verification
1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
  2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
  3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
  5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## **Paleontological Resources**

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

- A. Entitlements Plan Check
  - 1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
- B. Letters of Qualification have been submitted to ADD
  - 1. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Monitoring Coordination (MMC) identifying the Principal Investigator (PI) for the project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
  - 2. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
  - 3. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

### **II. Prior to Start of Construction**

- A. Verification of Records Search
  - 1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
  - 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
  - 1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
    - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
  - 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)  
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
  - 3. Identify Areas to be Monitored
    - a. Prior to the start of any work that requires monitoring, the PI shall submit a

- Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
- b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
  - c. MMC shall notify the PI that the PME has been approved.
4. When Monitoring Will Occur
    - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
    - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
  5. Approval of PME and Construction Schedule  
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

### III. During Construction

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

3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
    - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
    - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
      - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
    - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.
    - d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
      - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
      - (2). Note, for Pipeline Trenching Projects Only: If significance cannot be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
1. Procedures for documentation, curation and reporting
    - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
    - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
    - c. The PI shall be responsible for recording (on the appropriate forms for the San

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

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

#### **IV. Night and/or Weekend Work**

- A. If night and/or weekend work is included in the contract
  1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
  2. The following procedures shall be followed.
    - a. No Discoveries  
In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
    - b. Discoveries  
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
    - c. Potentially Significant Discoveries  
If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.
    - d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
  1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
  2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

#### **V. Post Construction**

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

2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
  3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
  4. MMC shall provide written verification to the PI of the approved report.
  5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Fossil Remains
1. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
- C. Curation of artifacts: Deed of Gift and Acceptance Verification
1. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
  2. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
  3. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
  4. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
1. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
  2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

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**

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

7.1 **Fees and Deposit Schedules:** The fees and deposits, as listed in the Rate Book of Fees and Charges, on file with the Office of the City Clerk, are based on actual reimbursement of costs of services performed, equipment and materials. These deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

All fees for equipment, installation, testing, relocation and other costs related to this program are subject to change without prior notification. The Mayor and Council will be notified of any future changes.

8. **UNAUTHORIZED USE OF WATER FROM A HYDRANT**

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.

8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.

8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.

8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

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

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) <u>Zip:</u>	T.B.	G.B. (CITY USE)
Specific Use of Water:		
Any Return to Sewer or Storm Drain, if so, explain:		
Estimated Duration of Meter Use: <input type="text"/>	<input type="checkbox"/>	Check Box if Reclaimed Water

## Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ( )
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ( )
Site Contact Name and Title:			Phone: ( )
Responsible Party Name:			Title:
Cal ID#			Phone: ( )
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

<input type="checkbox"/> City Meter	<input type="checkbox"/> Private Meter	
Contract Acct #:	Deposit Amount: <b>\$ 936.00</b>	Fees Amount: <b>\$ 62.00</b>
Meter Serial #	Meter Size: <b>05</b>	Meter Make and Style: <b>6-7</b>
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

**WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER**

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

**Note:**

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

Date

Name of Responsible Party  
Company Name and Address  
Account Number: \_\_\_\_\_

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

**APPENDIX C**

**MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW**



WBS #:	B18108
Date Submitted:	10/10/2018
NTP Date:	3/23/2018
Final Statement of WD Date:	5/23/2020
Contract #:	K-XX-XXXX-XXX-X
Contract Amount:	\$5,617,000

Construction Cash Flow Forecast  
 "Sewer and Water Group Job 965 (W)"

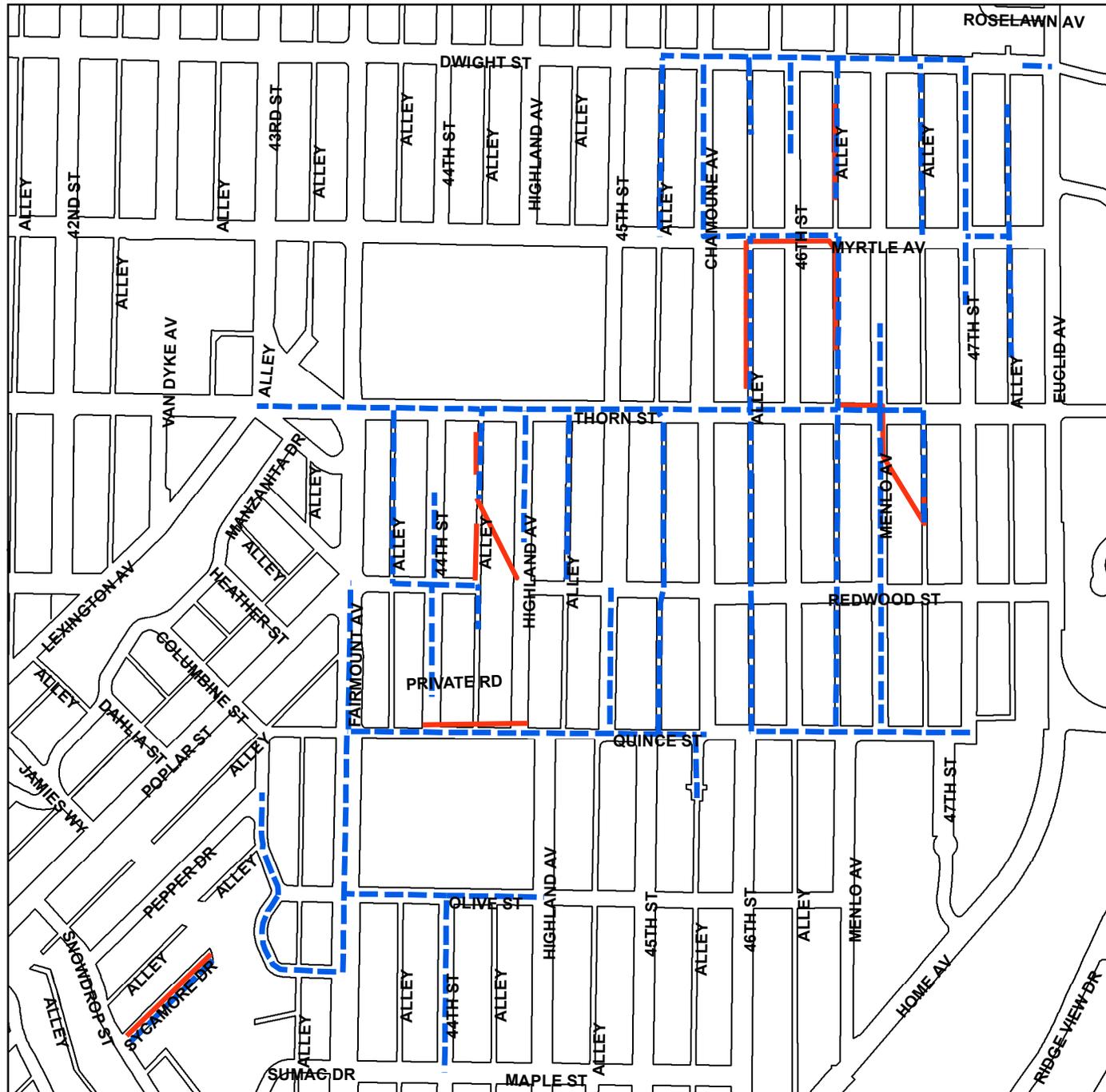
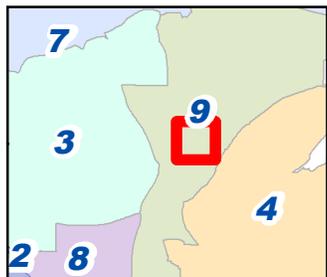
Year	January	February	March	April	May	June	July	August	September	October	November	December
2018				15,000	25,000	52,000	52,000	100,000	10,000	100,000	100,000	100,000
2019	10,000	10,000	85,000	58,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000	1,000,000
2020	100,000	100,000	100,000	1,000,000	1,000,000							
2021												
2022												
2023												
2024												
2025												

SAMPLE REFERENCE

**APPENDIX E**  
**LOCATION MAP**

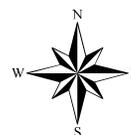
### AC WATER AND SEWER GROUP 1013

SENIOR ENGINEER JANICE JARO (619) 533-3851	PROJECT MANAGER ROBERTO VEJAR-PARRA (619) 533-5402	PROJECT ENGINEER BILL MERCER (619)-533-5455	FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4207 Email: <a href="mailto:engineering@sandiego.gov">engineering@sandiego.gov</a>
--	--	---	---



#### Legend

- - - Proposed Water Pipe Replacement
- Proposed Sewer Main Replacement



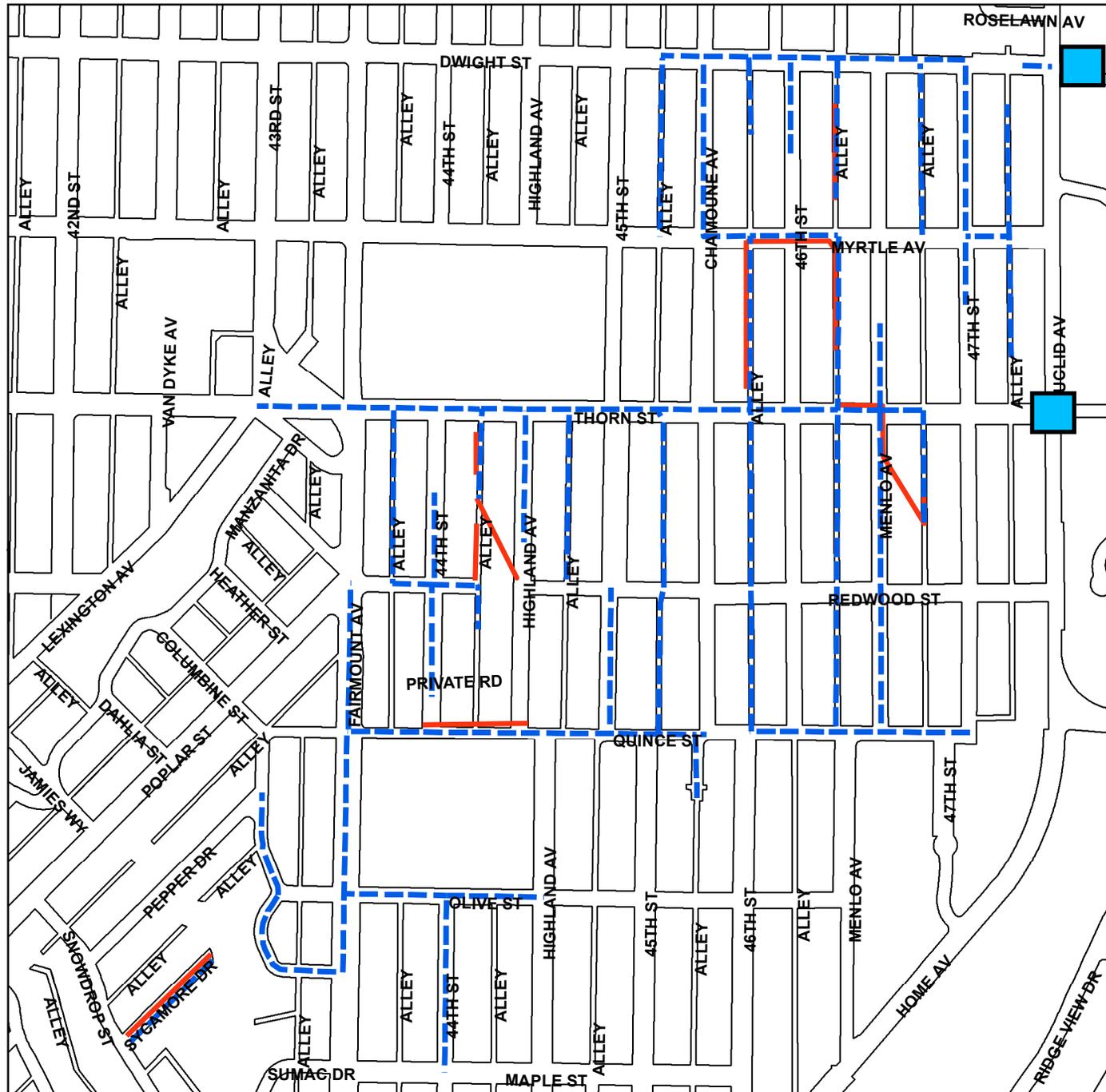
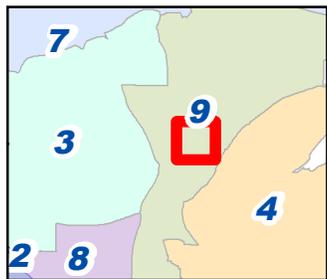
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**APPENDIX F**  
**ADJACENT PROJECTS**

The City of  
**SAN DIEGO** Public Works  
**ADJACENT PROJECTS**

**AC WATER AND SEWER GROUP 1013**

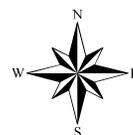
SENIOR ENGINEER JANICE JARO (619) 533-3851	PROJECT MANAGER ROBERTO VEJAR-PARRA (619) 533-5402	PROJECT ENGINEER BILL MERCER (619)-533-5455	FOR QUESTIONS ABOUT THIS PROJECT Call: 619-533-4207 Email: <a href="mailto:engineering@sandiego.gov">engineering@sandiego.gov</a>
--	--	---	---



**Legend**

- - - Proposed Water Pipe Replacement
- Proposed Sewer Main Replacement

UUD STREET LIGHTS



COMMUNITY NAME: Mid-City, City Heights

COUNCIL DISTRICT: 9



SAP ID: B15156 (W) \\  
B15147 (S)

Date: November 14, 2018

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**APPENDIX G**

**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

All discharge activities related to this project comply with the State Water Resources Control Board ORDER WQ 2014-0194-DWQ, STATEWIDE GENERAL NPDES PERMIT FOR DRINKING WATER SYSTEMS DISCHARGES as referenced by ([http://www.waterboards.ca.gov/water\\_issues/programs/npdes/docs/drinkingwater/final\\_statewide\\_wqo2014\\_0194\\_dwq.pdf](http://www.waterboards.ca.gov/water_issues/programs/npdes/docs/drinkingwater/final_statewide_wqo2014_0194_dwq.pdf)), and as follows:

<b>Project Name:</b>		<b>WBS No.:</b>		<b>Watershed No.</b>	
<b>Qualified Person Conducting Tests:</b>		<b>signature</b>			

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

By signing, I certify that all of the statements and conditions for drinking water discharge events are correct.

Event #1												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>End</b>	<input type="checkbox"/> <b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> <b>TSW</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> <b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> <b>PUD</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<input type="checkbox"/> <b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<input type="checkbox"/> <b>Water Board</b> <small>(Large Volume Only)</small>	<input type="checkbox"/> <b>Inlet Protection</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> <b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<input type="checkbox"/> <b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> <b>Erosion Controls</b>									
			<input type="checkbox"/> <b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

Event #2												
Discharge Location <sup>1</sup>	Category <sup>2</sup> (Select one)	Notification <sup>3</sup> (Select all that apply)	BMPs in Place <sup>4</sup> (Select all that apply)	Volume <sup>5</sup> (gal)	Sampling <sup>6</sup> (take samples at 10 mins, 50-60 mins & last 10 mins)				Exceedence <sup>7</sup>			Notes Report exceedence to RE & complete page 2 of 2
					Measure	Unit	Time	Result	Limit	No	Yes	
<b>Inlet Location</b>  <b>Start</b>  <b>End</b>	<input type="checkbox"/> <b>Superchlorinated</b> <small>(Chlorine added for disinfection)</small>	<input type="checkbox"/> <b>TSW</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Sweep flow path</b> <small>(gutter, street, etc.)</small>	<b>Total</b>	<b>Chlorine</b>	mg/L			0.1 mg/L= Exceedence			
	<input type="checkbox"/> <b>Large Volume</b> <small>(≥ 325,850 gal)</small>	<input type="checkbox"/> <b>PUD</b> <small>(All Categories)</small>	<input type="checkbox"/> <b>Dechlorination</b> <small>(diffusers, chemicals, etc.)</small>				<b>Reused</b> <small>(if any)</small>					
	<input type="checkbox"/> <b>Well Dev/Rehab</b> <small>(Not Typical)</small>	<input type="checkbox"/> <b>Water Board</b> <small>(Large Volume Only)</small>	<input type="checkbox"/> <b>Inlet Protection</b>		<b>Turbidity</b>	NTU			20 NTU= Exceedence 225 NTU= Exceedence for Ocean			
	<input type="checkbox"/> <b>Small Volume/Other</b> <small>(No Sampling Required)</small>	<input type="checkbox"/> <b>County</b> <small>(≥100,000 gal &amp; within ¼ mile of ocean/bay; or if enters the County's MS4)</small>	<input type="checkbox"/> <b>Erosion Controls</b>									
			<input type="checkbox"/> <b>Sediment Controls</b>		<b>pH</b>	Unit			Range 6.5 to 8.5			

**Submit completed Form to RE**

Instructional Notes found on the Page 2 of 2  
PAGE 1 OF 2

Construction Management & Field Services Division

Version 4

## Receiving Water Monitoring

(Complete only if limits exceed on Page 1 of 2)

<b>Event #1</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

<b>Event #2</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

## Instructional Notes to Contractor

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	Email	When to Notify
TSW	SWPPP@SanDiego.gov	3 days prior to all discharges
PUD	CompReports@SanDiego.gov RDavenport@sandiego.gov	3 days prior to all discharges
San Diego Water Board	SanDiego@WaterBoards.ca.gov cc:Ben.Neill@WaterBoards.ca.gov	3 days prior to a Large Volume discharge
County of San Diego	DEH: joseph.palmer@sdcounty.ca.gov dominique.edwards@sdcounty.ca.gov	3 days prior if ≥100,000 gal within ¼ mile of the ocean/bay
	WPP: Nicholas.DelValle@sdcounty.ca.gov	3 days prior if enters County's MS4 or unincorporated County

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed/modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in notes section.
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 mins, 50-60 mins, last 10 mins
Large Volume	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Well Dev/Rehab	Chlorine, Turbidity	first 10 mins, 50-60 mins, last 10 mins
Small Volume/Other	None	None

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Volume	Estimate None	
Chlorine	Field Measurement	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland water 225 NTU for ocean 100 NTU for well water
pH	Field Measurement	6.5 to 8.5

**APPENDIX H**  
**HAZARDOUS LABEL/FORMS**

# HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL  
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY  
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY  
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ 24 HR. PHONE ( ) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EPA ID NO. \_\_\_\_\_ MANIFEST DOCUMENT NO. \_\_\_\_\_

EPA WASTE NO. \_\_\_\_\_ CA WASTE NO. \_\_\_\_\_ ACCUMULATION START DATE \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

CONTENTS, COMPOSITION \_\_\_\_\_

PROPER DOT SHIPPING NAME \_\_\_\_\_

TECHNICAL NAME (S) \_\_\_\_\_

UNNA NO. WITH PREFIX \_\_\_\_\_

PHYSICAL STATE | HAZARDOUS PROPERTIES  FLAMMABLE  TOXIC  
 SOLID  LIQUID |  CORROSIVE  REACTIVE  OTHER \_\_\_\_\_

**HANDLE WITH CARE!**  
CONTAINS HAZARDOUS OR TOXIC WASTES

# INCIDENT/RELEASE ASSESSMENT FORM <sup>1</sup>

## If you have an emergency, Call 911

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

### Questions for Incident Assessment:

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

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

\*Call 911 in an emergency\*

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

If in doubt, report the release.

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

# NON REPORTABLE RELEASE INCIDENT FORM

## 1. RELEASE AND RESPONSE DESCRIPTION

Incident # \_\_\_\_\_

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

## 2. ADMINISTRATIVE INFORMATION

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

## 3. CHEMICAL INFORMATION

Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT <sup>3</sup>
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

**EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM**

<b>A</b>	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER ( ) -	
<b>B</b>	INCIDENT DATE MO DAY YR	TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
<b>C</b>	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY	COUNTY ZIP
<b>D</b>	CHEMICAL OR TRADE NAME (print or type)		CAS Number
<b>D</b>	CHECK IF CHEMICAL IS LISTED IN 40 CFR 355, APPENDIX A <input type="checkbox"/>	CHECK IF RELEASE REQUIRES NOTIFICATION UNDER 42 U.S.C. Section 9603 (a) <input type="checkbox"/>	
<b>D</b>	PHYSICAL STATE CONTAINED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	PHYSICAL STATE RELEASED <input type="checkbox"/> SOLID <input type="checkbox"/> LIQUID <input type="checkbox"/> GAS	QUANTITY RELEASED
<b>D</b>	ENVIRONMENTAL CONTAMINATION <input type="checkbox"/> AIR <input type="checkbox"/> WATER <input type="checkbox"/> GROUND <input type="checkbox"/> OTHER	TIME OF RELEASE	DURATION OF RELEASE — DAYS — HOURS — MINUTES
<b>E</b>	ACTIONS TAKEN		
<b>F</b>	KNOWN OR ANTICIPATED HEALTH EFFECTS (Use the comments section for addition information)		
	<input type="checkbox"/> ACUTE OR IMMEDIATE (explain) _____		
	<input type="checkbox"/> CHRONIC OR DELAYED (explain) _____		
	<input type="checkbox"/> NOTKNOWN (explain) _____		
<b>G</b>	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS		
<b>H</b>	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)		
<b>I</b>	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete.		
	REPORTING FACILITY REPRESENTATIVE (print or type) _____		
	SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____		

## **EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS**

### **GENERAL INFORMATION:**

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

### **BASIC INSTRUCTIONS:**

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

### **SPECIFIC INSTRUCTIONS:**

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

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

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

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

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

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

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

**Block H:** List any additional pertinent information.

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

### **MAIL THE COMPLETED REPORT TO:**

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

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

**APPENDIX I**  
**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 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						\$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							\$3,420

**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 all four 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 J**  
**SAMPLE OF PUBLIC NOTICE**



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

**APPENDIX K**

**ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

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

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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

**Photo 2**



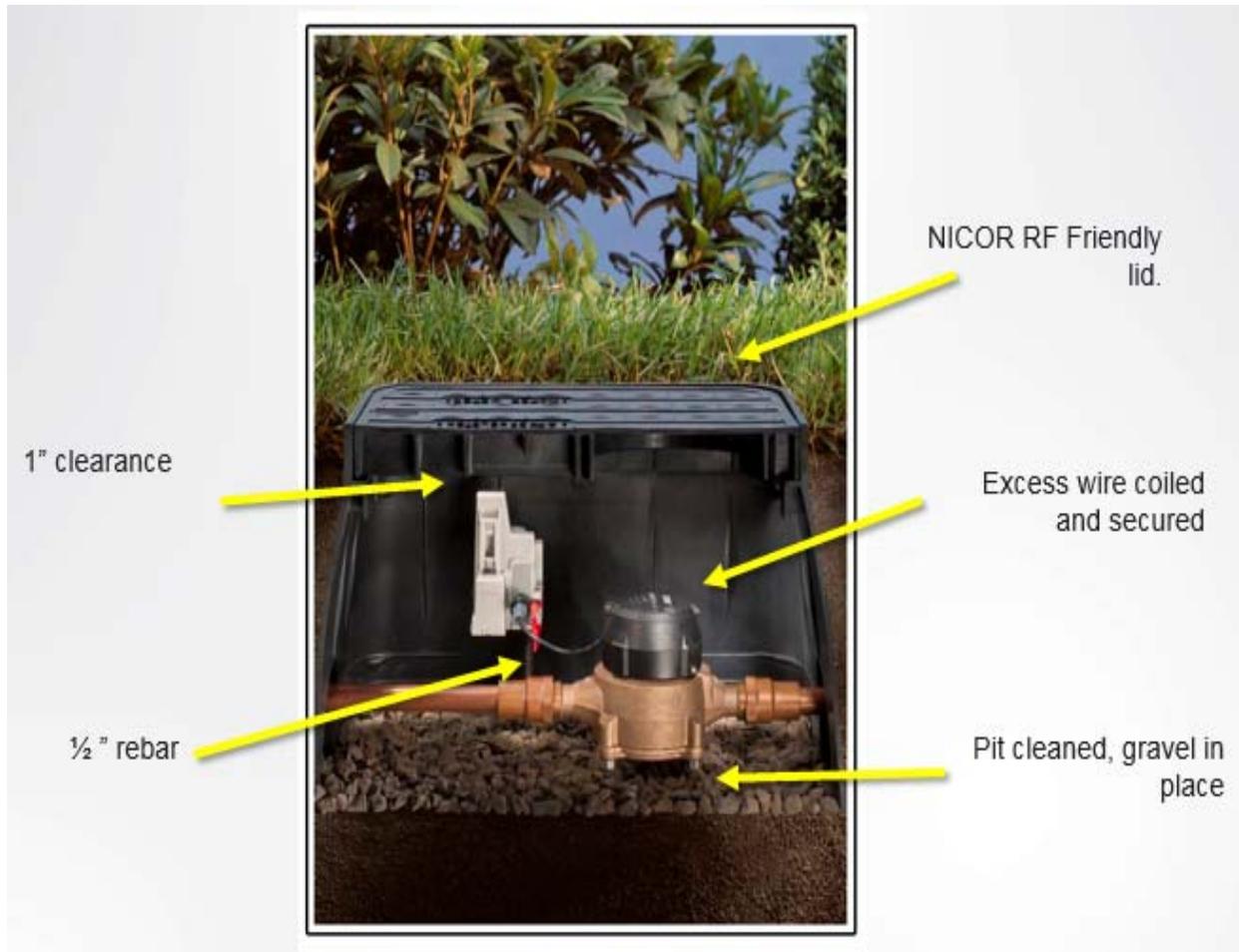
Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

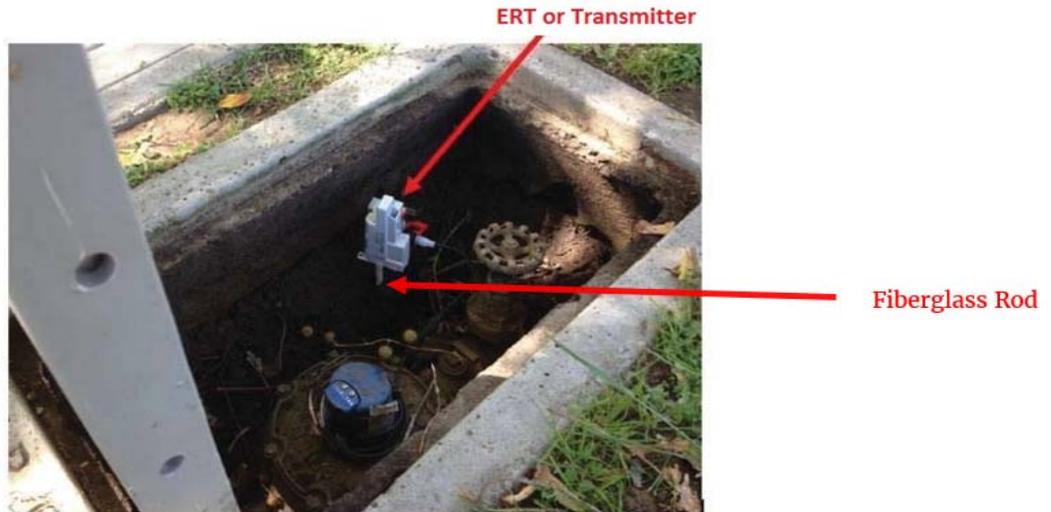


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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

**Photo 8**



**Network Device**

**Photo 9**

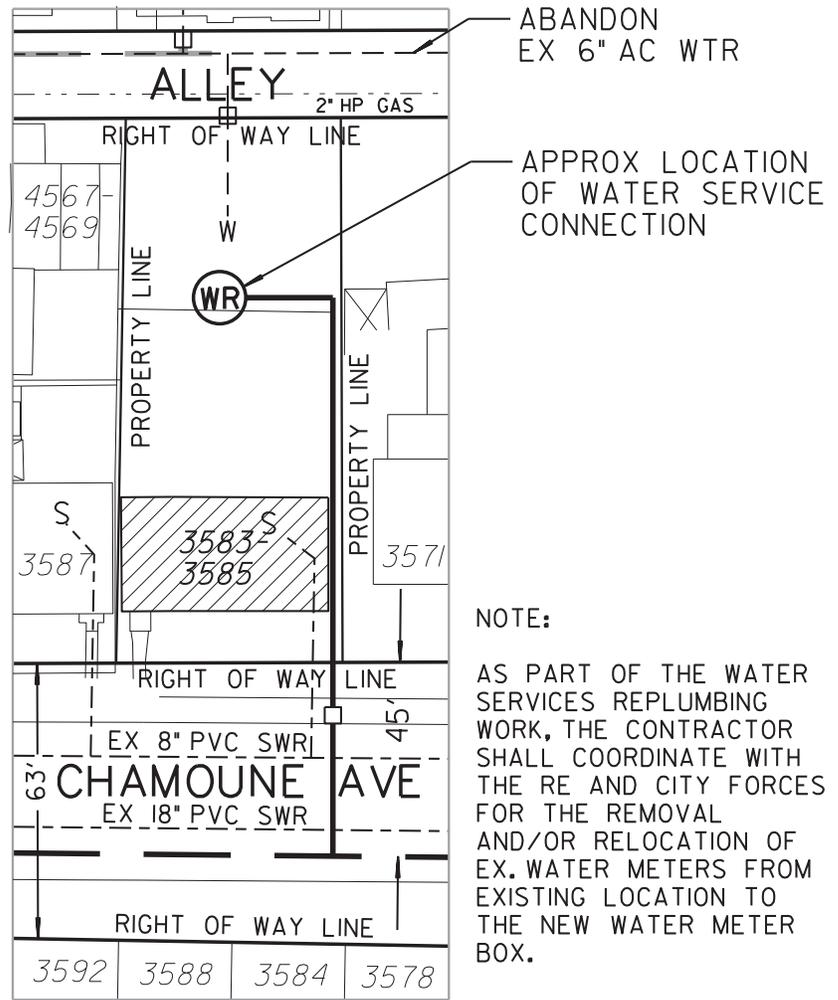


**If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact the AMI Project Manager, Arwa Sayed, at (619) 362-0121.**

## APPENDIX L

### WATER AND SEWER LATERAL WITH PRIVATE REPLUMBING

# AC WATER AND SEWER GROUP 1013

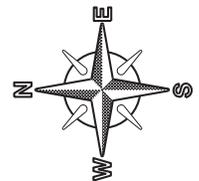


**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



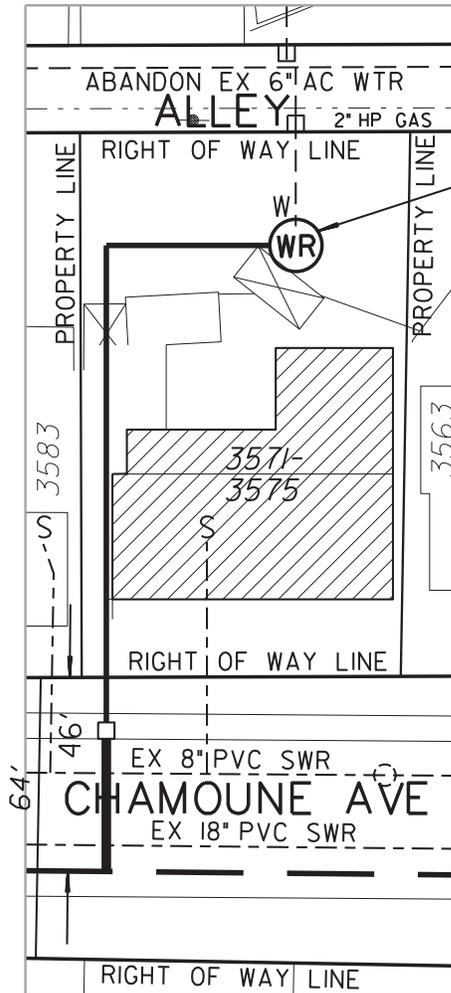
NOT TO SCALE

## EXHIBIT 'A'

WATER SERVICE WITH PRIVATE REPLUMB  
 3583-3585 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517  
 APN: 476-051-03-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



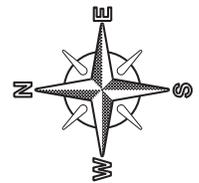
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



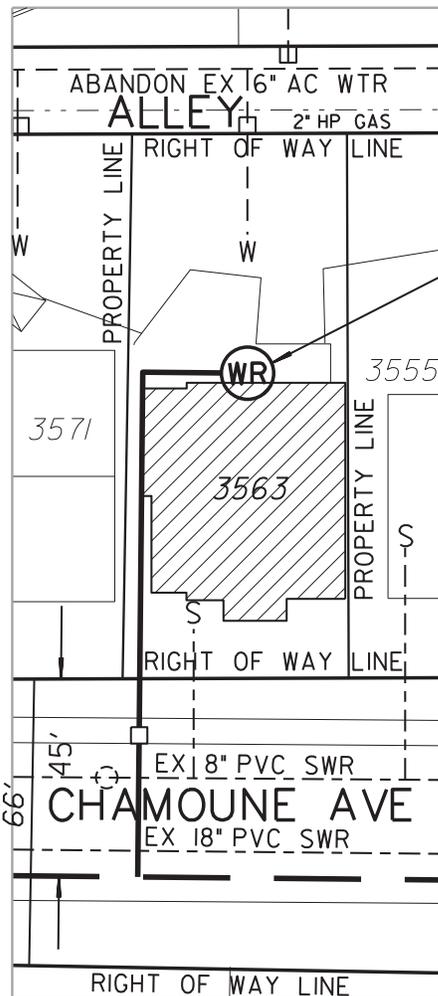
NOT TO SCALE

## EXHIBIT 'A'

WATER SERVICE WITH PRIVATE REPLUMB  
 3571-3575 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517  
 APN: 476-051-04-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



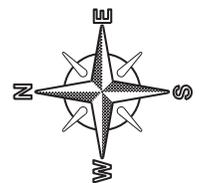
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

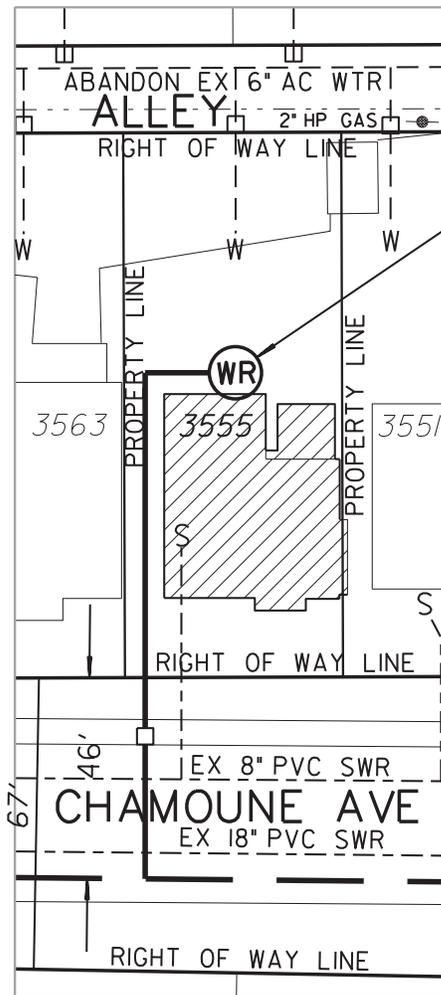
### WATER SERVICE WITH PRIVATE REPLUMB

3563 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517

APN: 476-051-05-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



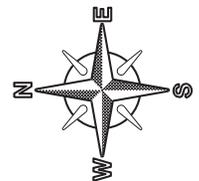
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

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## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

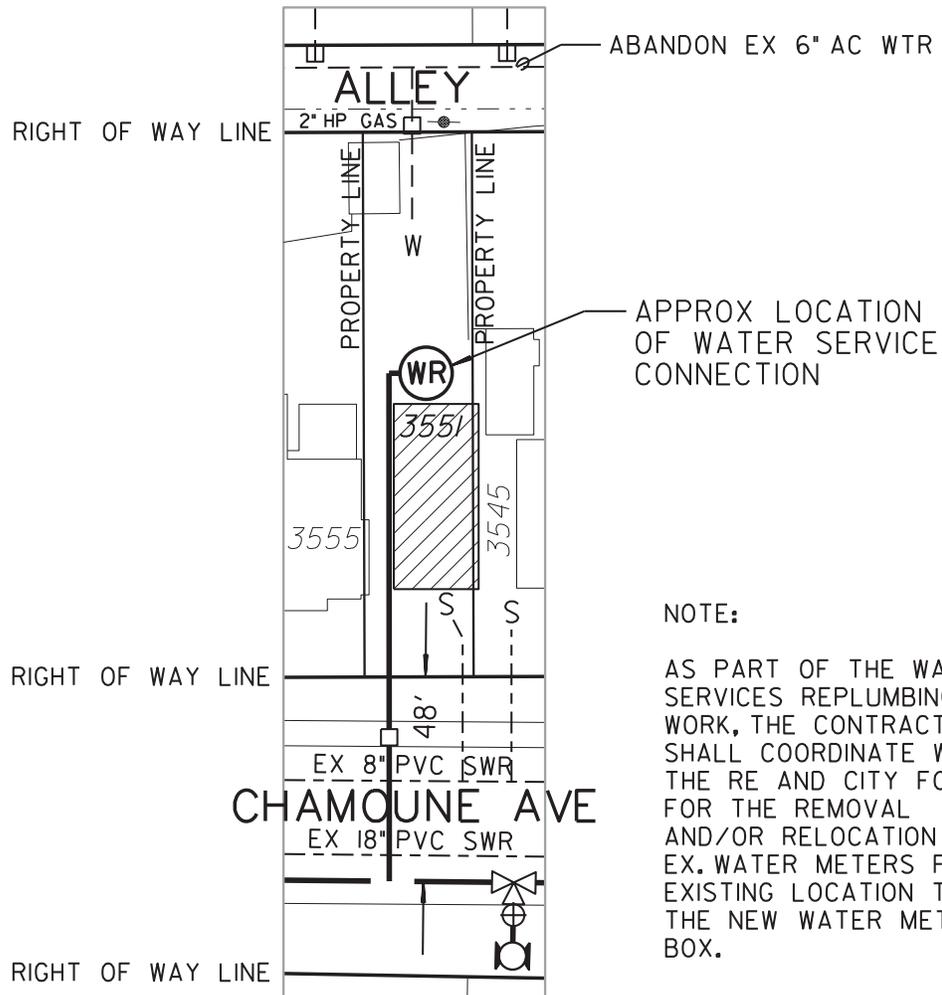
### WATER SERVICE WITH PRIVATE REPLUMB

3555 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517

APN: 476-051-06-00

SEE DRAWING No. 39334-06-D

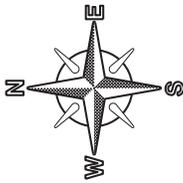
# AC WATER AND SEWER GROUP 1013



NOTE:  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

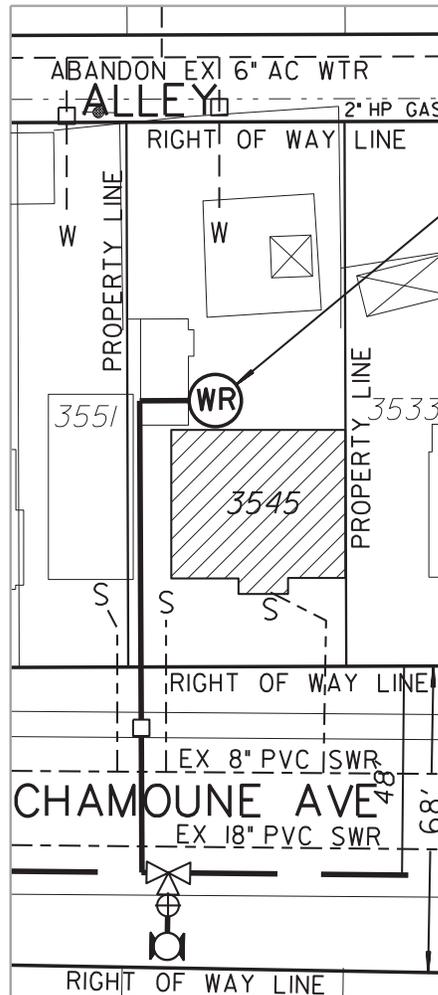


NOT TO SCALE

EXHIBIT 'A'  
 WATER SERVICE WITH PRIVATE REPLUMB  
 3551 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517  
 APN: 476-051-07-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



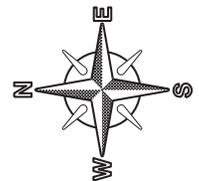
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

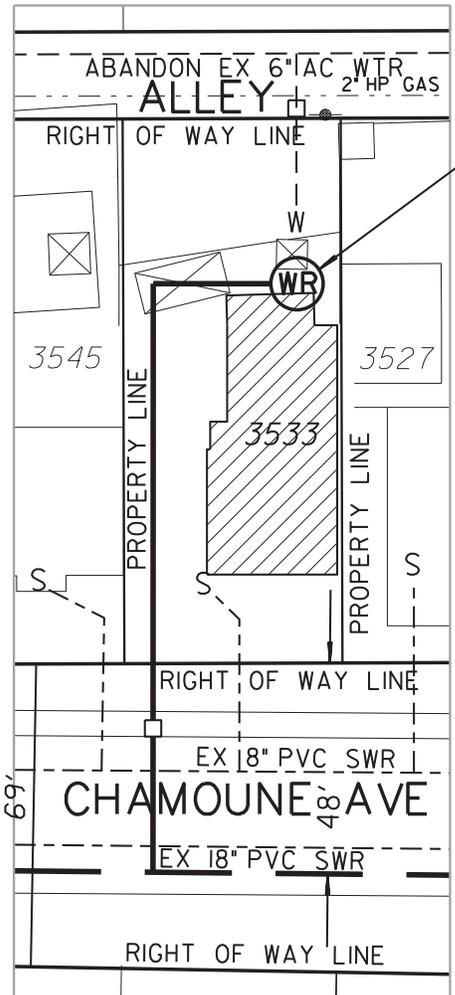
### WATER SERVICE WITH PRIVATE REPLUMB

3545 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517

APN: 476-051-08-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



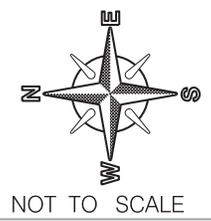
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

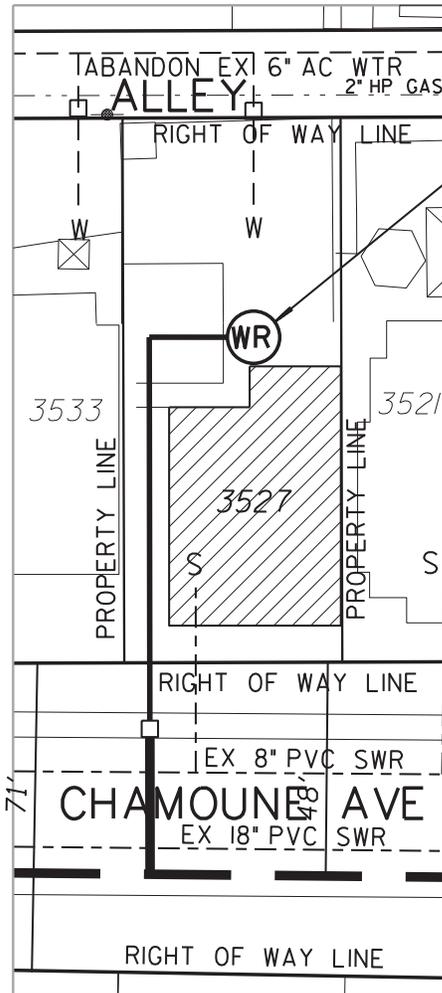
	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3533 CHAMOUNE AVE, SAN DIEGO, CA 92105-3531  
 APN: 476-051-09-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



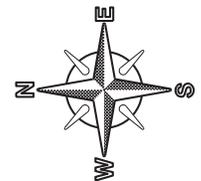
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

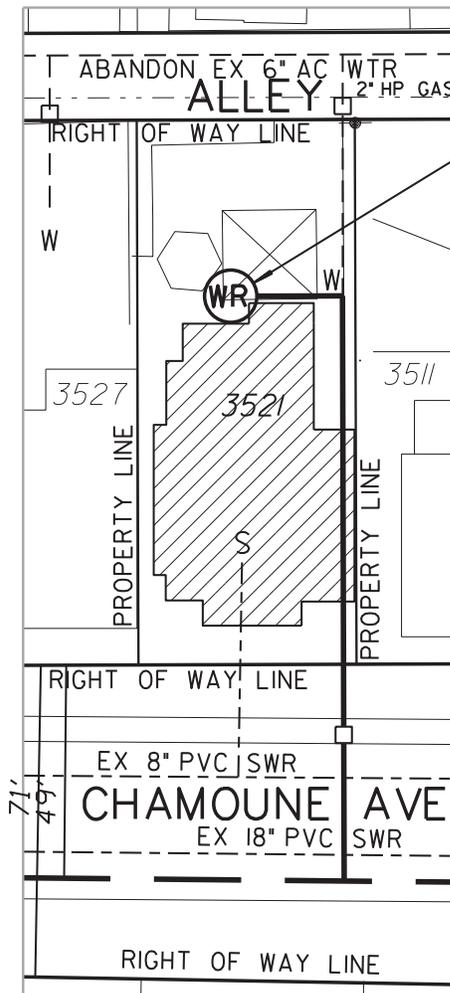


NOT TO SCALE

**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3527 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517  
 APN: 476-051-10-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



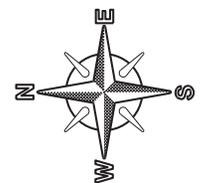
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

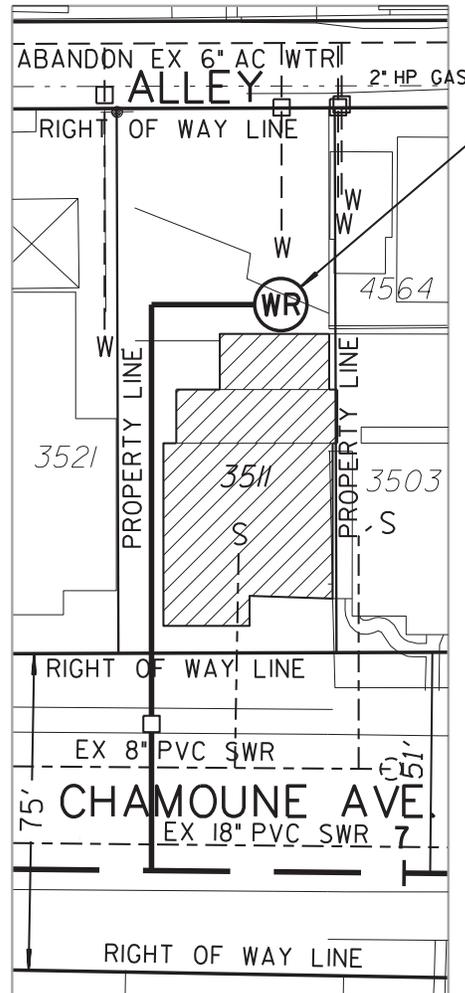
### WATER SERVICE WITH PRIVATE REPLUMB

3521 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517

APN: 476-051-11-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



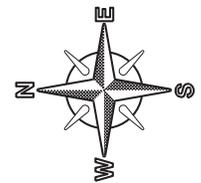
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

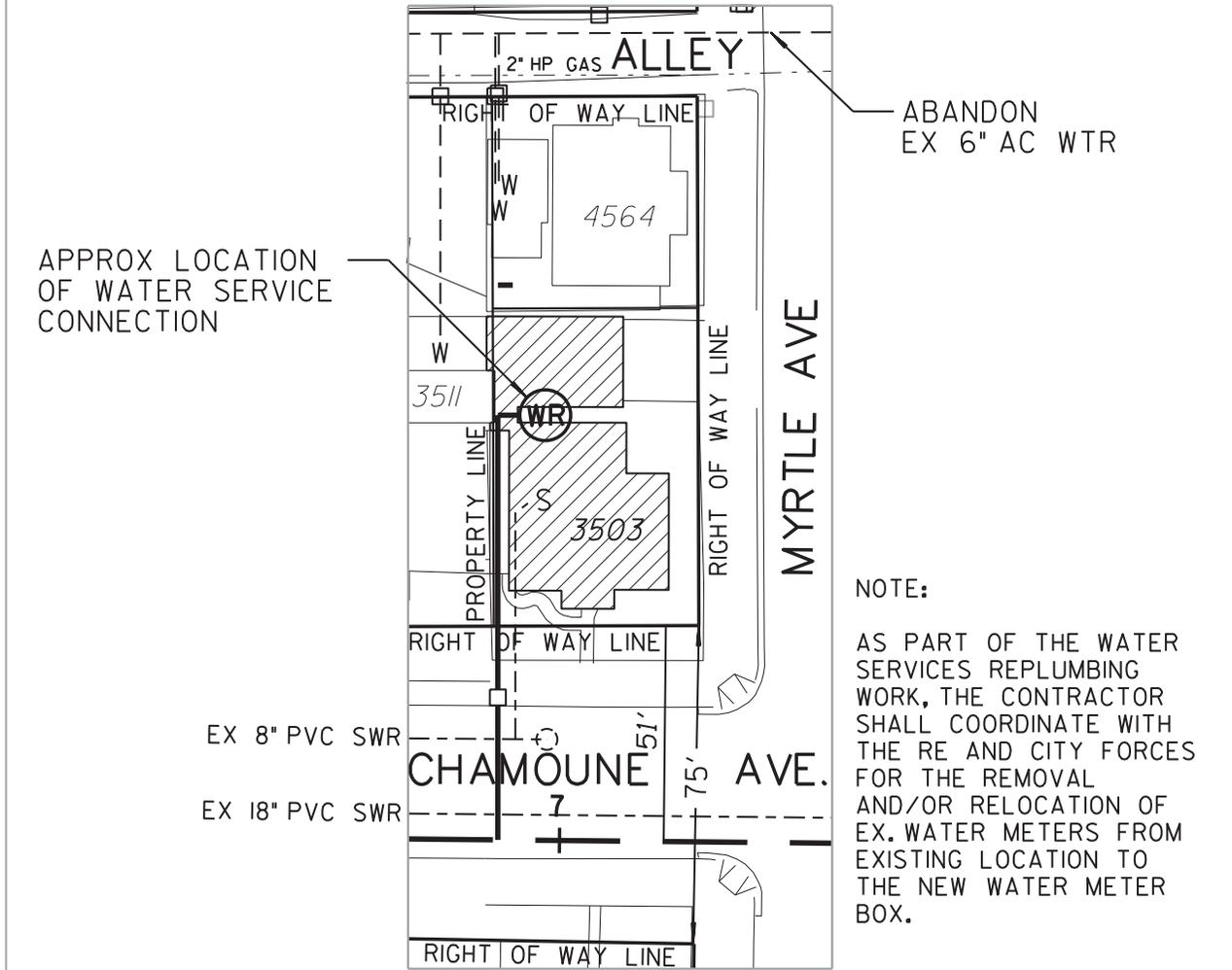
### WATER SERVICE WITH PRIVATE REPLUMB

3511 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517

APN: 476-051-12-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013



ABANDON  
EX 6" AC WTR

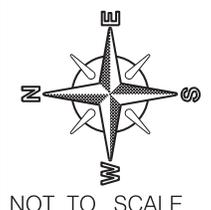
APPROX LOCATION  
OF WATER SERVICE  
CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

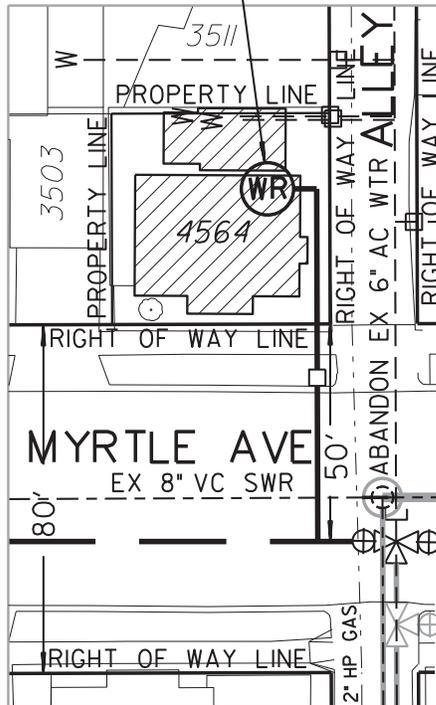


**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3503 CHAMOUNE AVE, SAN DIEGO, CA 92105-3517  
 APN: 476-051-13-00

SEE DRAWING No. 39334-06-D

# AC WATER AND SEWER GROUP 1013

APPROX LOCATION  
OF WATER SERVICE  
CONNECTION

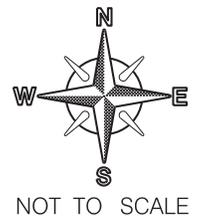


**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

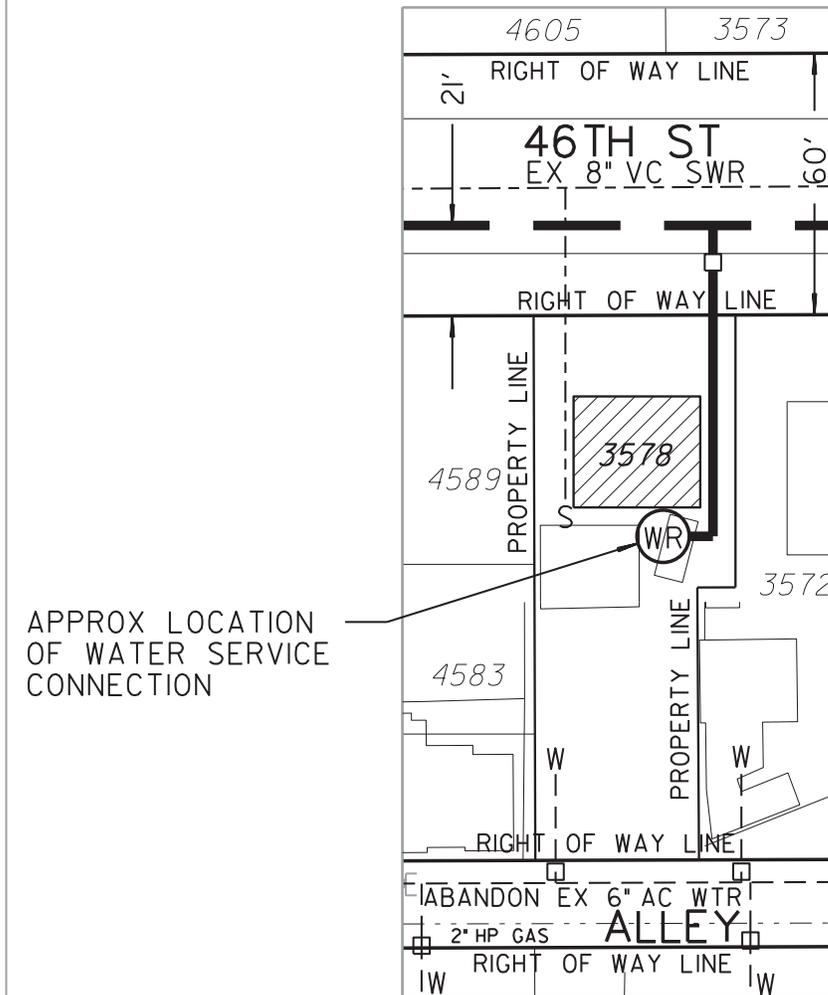
	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 4564 MYRTLE AVE, SAN DIEGO, CA 92105-3544  
 APN: 476-051-14-00

SEE DRAWING No. 39334-07-D

# AC WATER AND SEWER GROUP 1013



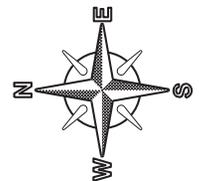
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

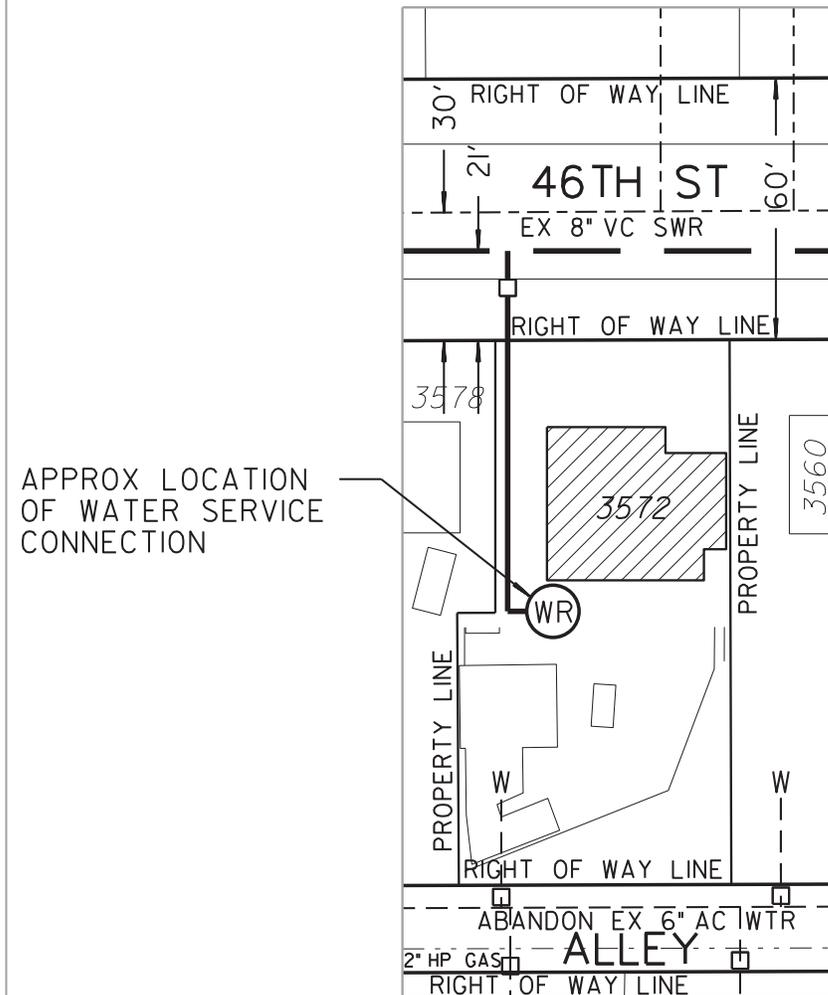
### WATER SERVICE WITH PRIVATE REPLUMB

3578 46TH ST, SAN DIEGO, CA 92105-3511

APN: 476-051-24-00

SEE DRAWING No. 39334-08-D

# AC WATER AND SEWER GROUP 1013



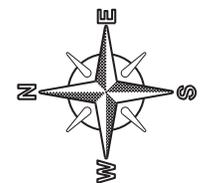
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

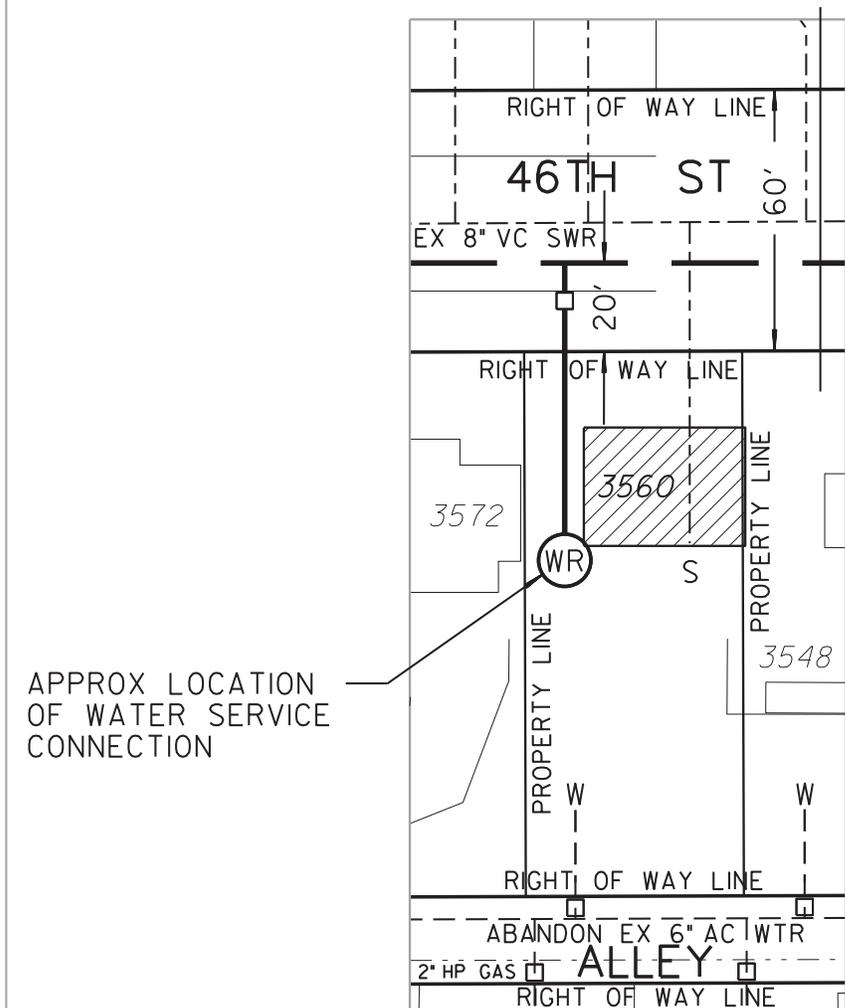
### WATER SERVICE WITH PRIVATE REPLUMB

3572 46TH ST, SAN DIEGO, CA 92105-3511

APN: 476-051-23-00

SEE DRAWING No. 39334-08-D

# AC WATER AND SEWER GROUP 1013



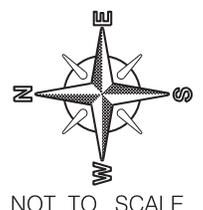
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

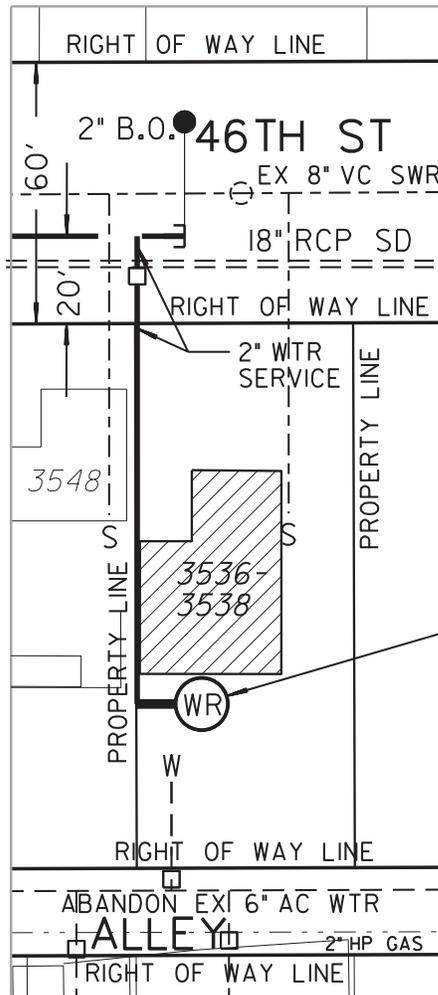
	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3560 46TH ST, SAN DIEGO, CA 92105-3511  
 APN: 476-051-22-00

SEE DRAWING No. 39334-08-D

# AC WATER AND SEWER GROUP 1013



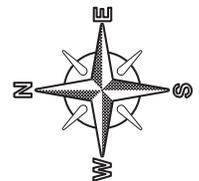
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

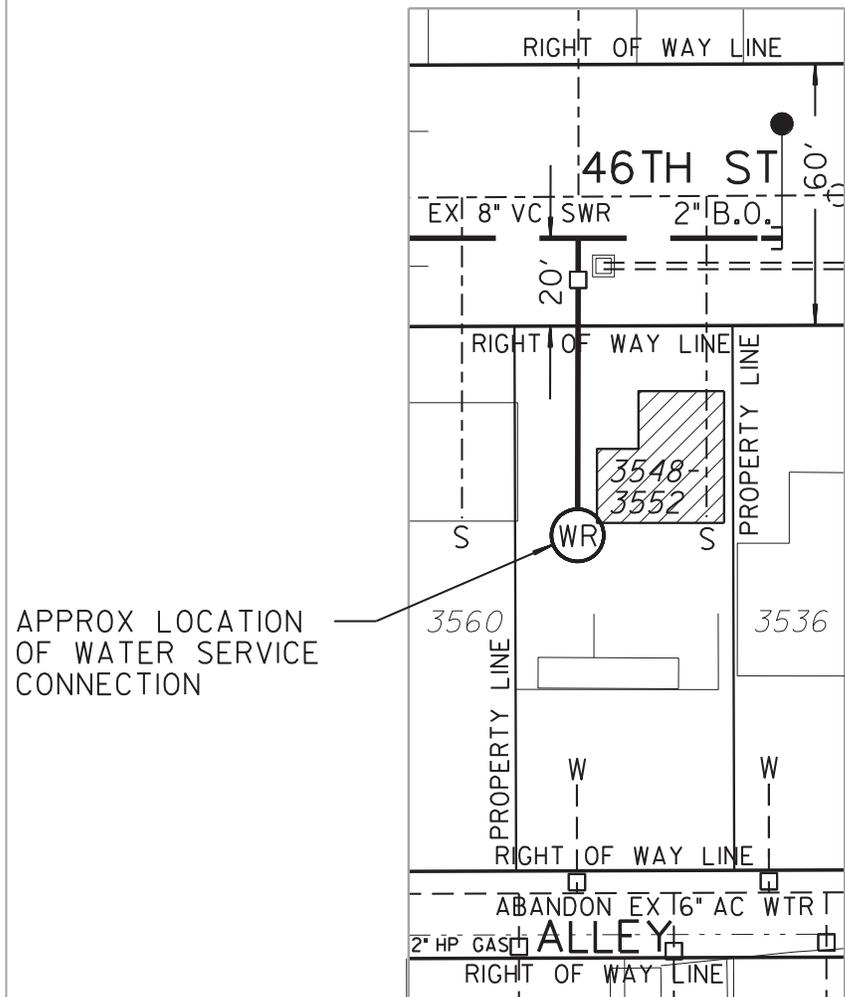
### WATER SERVICE WITH PRIVATE REPLUMB

3536-3538 46TH ST, SAN DIEGO, CA 92105-3511

APN: 476-051-20-00

SEE DRAWING No. 39334-08-D

# AC WATER AND SEWER GROUP 1013

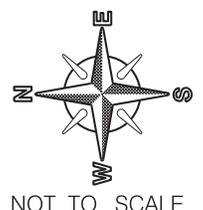


APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

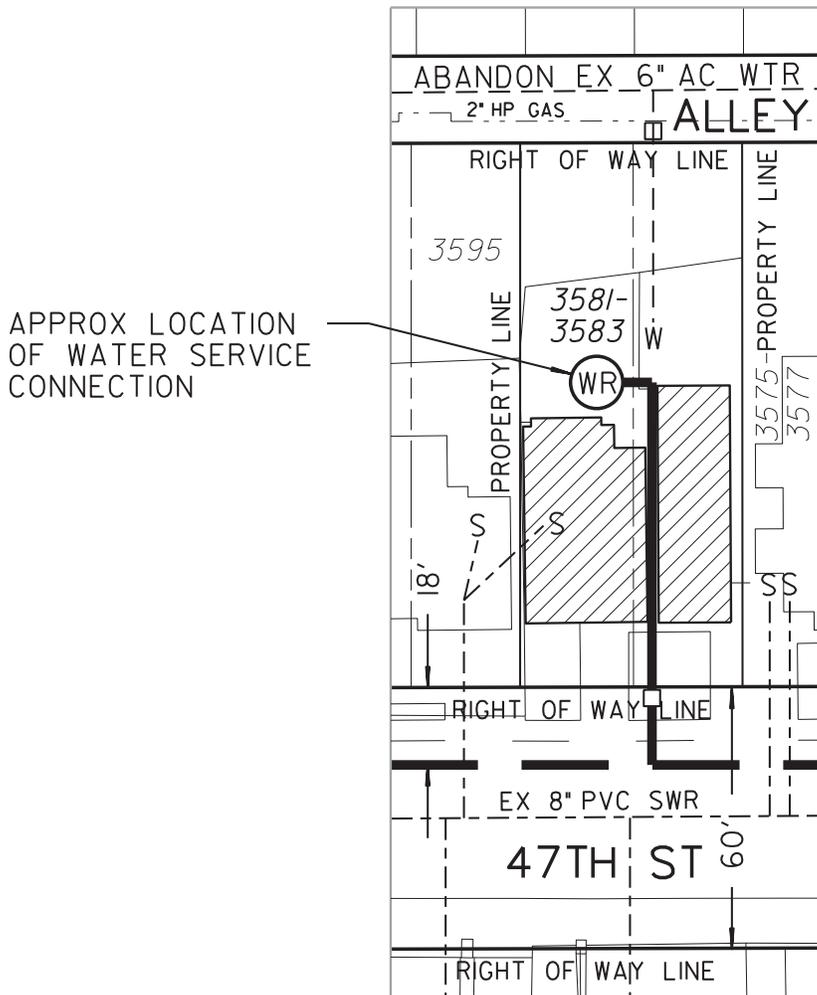
	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3548-3552 46TH ST, SAN DIEGO, CA 92105-3511  
 APN: 476-051-21-00

SEE DRAWING No. 39334-08-D

# AC WATER AND SEWER GROUP 1013



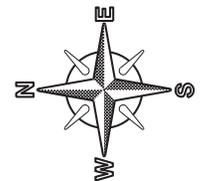
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

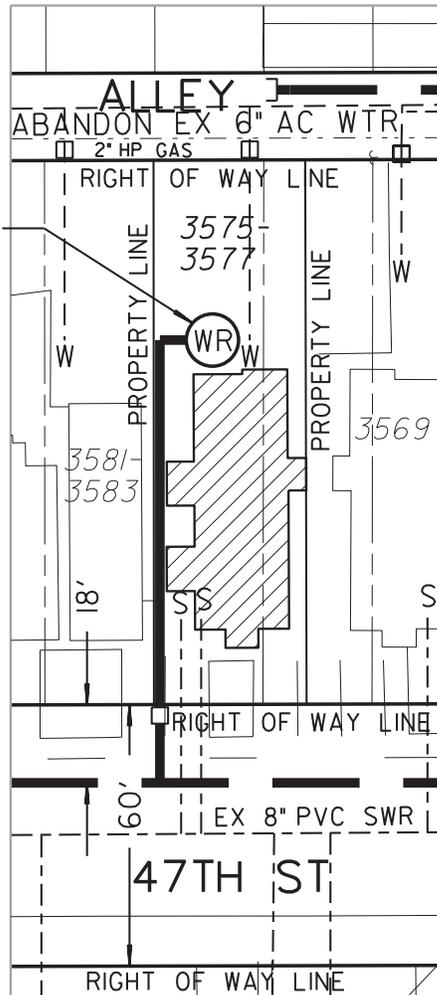
3581-3583 47TH ST, SAN DIEGO, CA 92105-3515

APN: 476-062-02-00

SEE DRAWING No. 39334-II-D

# AC WATER AND SEWER GROUP 1013

APPROX LOCATION OF WATER SERVICE CONNECTION

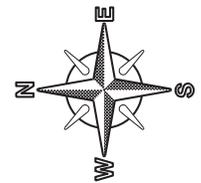


**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

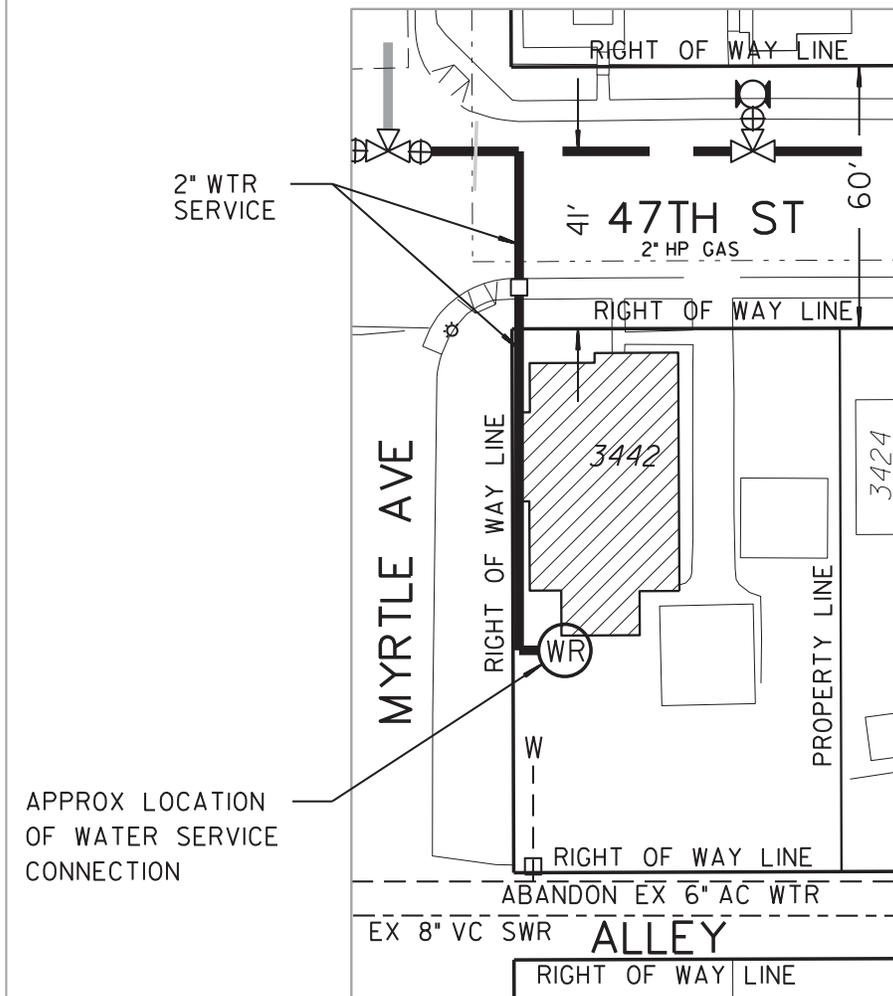
### WATER SERVICE WITH PRIVATE REPLUMB

3575-3577 47TH ST, SAN DIEGO, CA 92105-3515

APN: 476-062-03-00

SEE DRAWING No. 39334-II-D

# AC WATER AND SEWER GROUP 1013



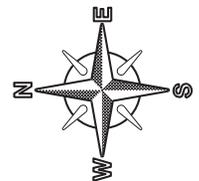
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

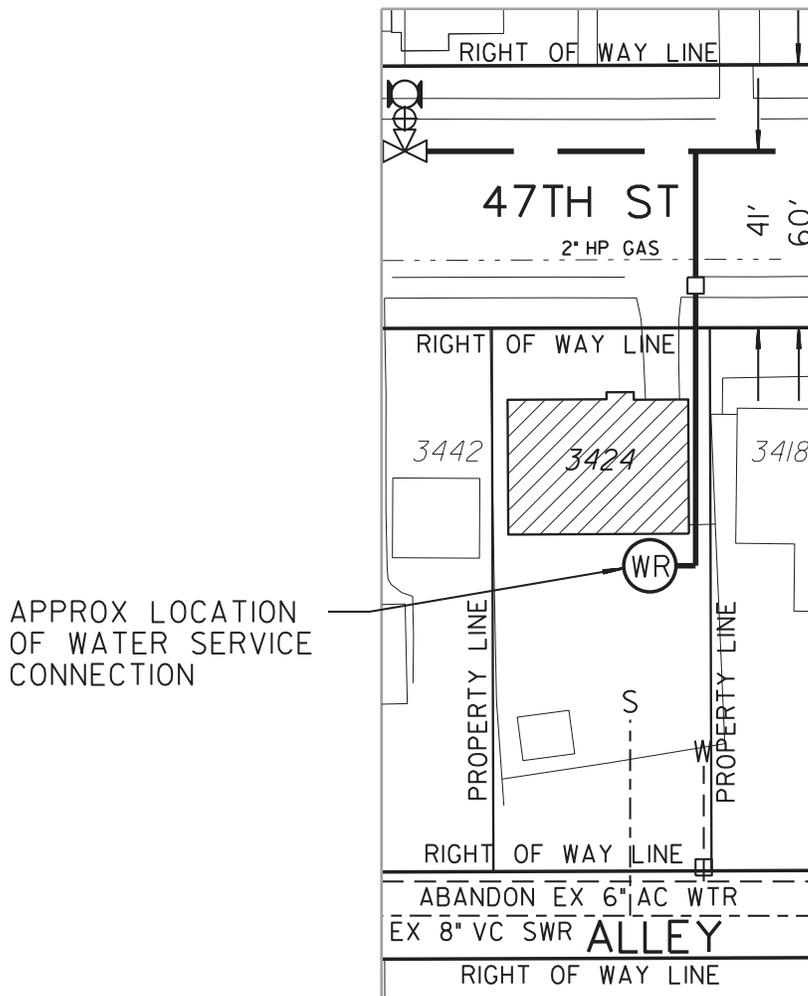
### WATER SERVICE WITH PRIVATE REPLUMB

3442 47TH ST, SAN DIEGO, CA 92105-3514

APN: 476-141-29-00

SEE DRAWING No. 39334-I2-D

# AC WATER AND SEWER GROUP 1013



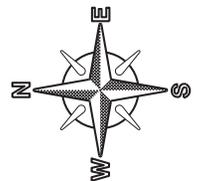
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

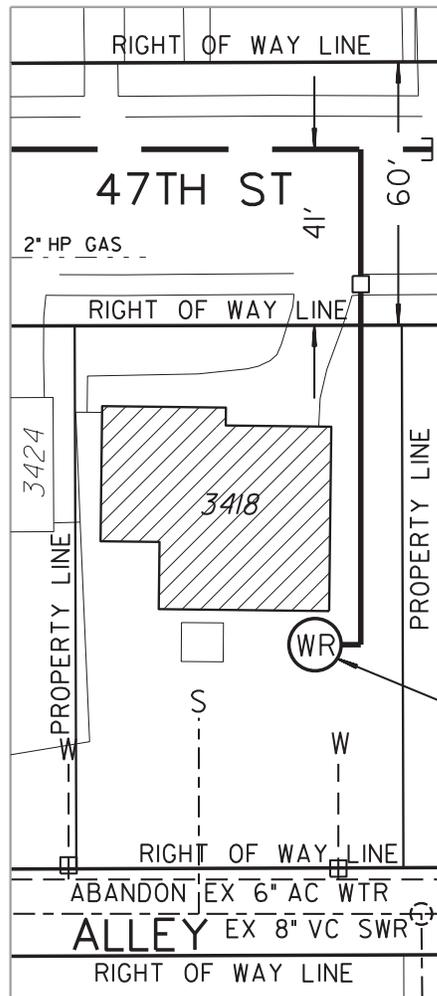


NOT TO SCALE

**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3424 47TH ST, SAN DIEGO, CA 92105-3514  
 APN: 476-141-30-00

SEE DRAWING No. 39334-I2-D

# AC WATER AND SEWER GROUP 1013



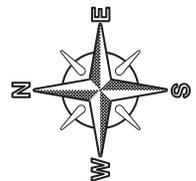
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3418 47TH ST, SAN DIEGO, CA 92105-3514  
 APN: 476-141-31-00

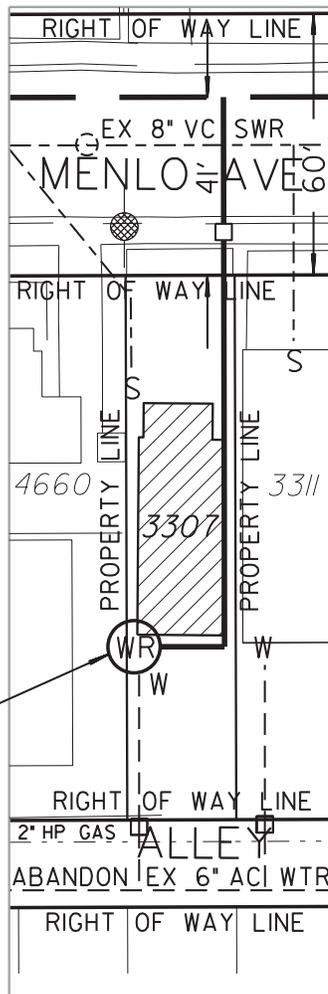
SEE DRAWING No. 39334-I2-D

# AC WATER AND SEWER GROUP 1013

**NOTE:**

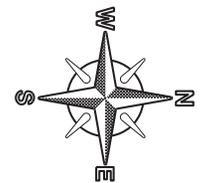
AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3307 MENLO AVE, SAN DIEGO, CA 92105-4219

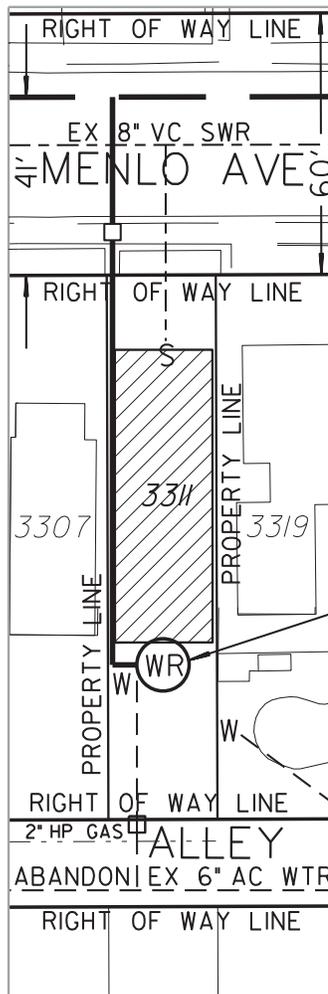
APN: 476-141-26-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013

**NOTE:**

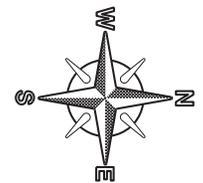
AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.



APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

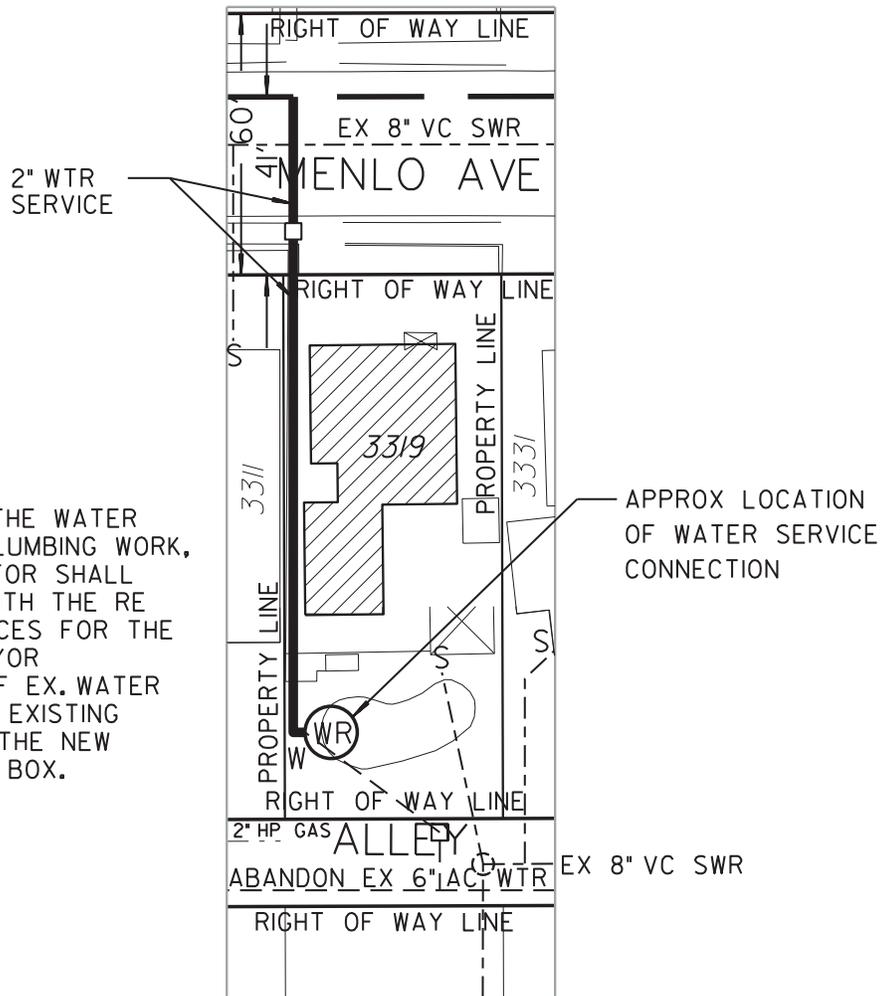
### WATER SERVICE WITH PRIVATE REPLUMB

3311 MENLO AVE, SAN DIEGO, CA 92105-4219

APN: 476-141-27-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013



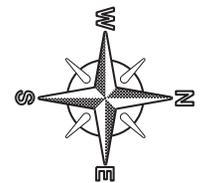
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3319 MENLO AVE, SAN DIEGO, CA 92105-4219

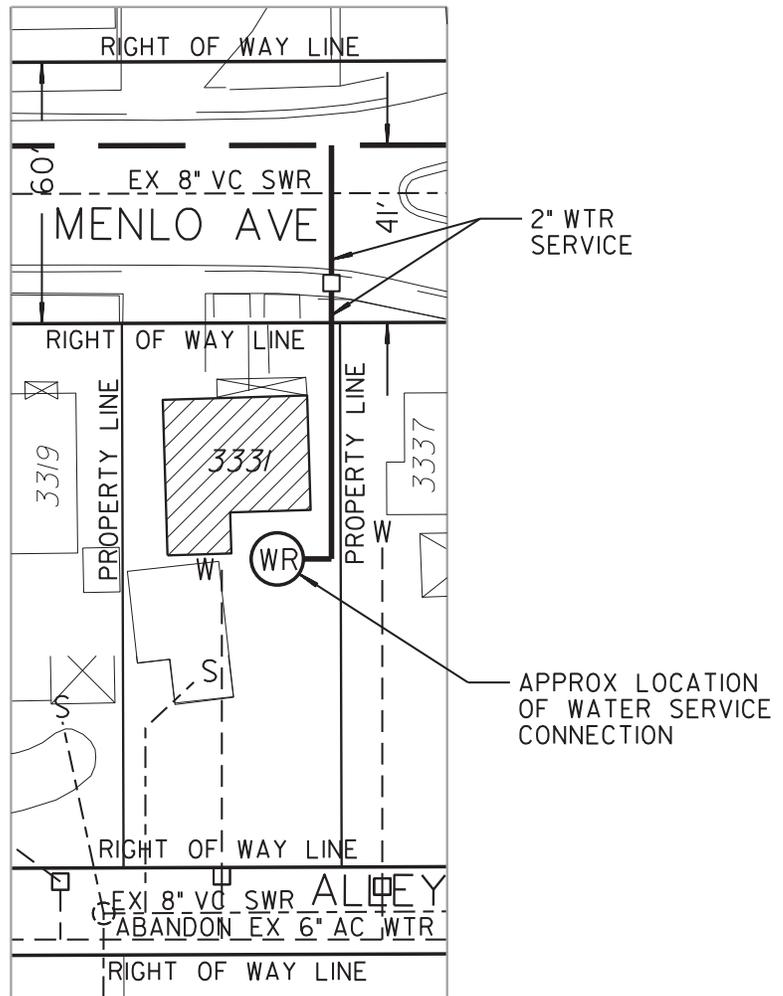
APN: 476-141-08-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013

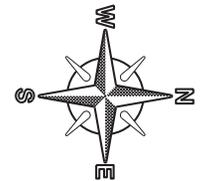
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

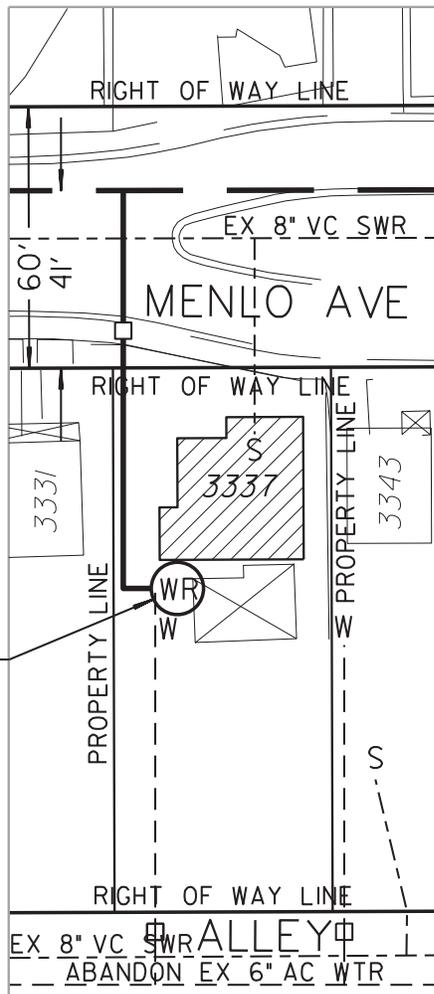
### WATER SERVICE WITH PRIVATE REPLUMB

3331 MENLO AVE, SAN DIEGO, CA 92105-4219

APN: 476-141-07-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013



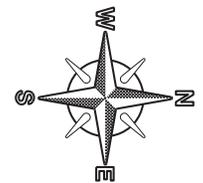
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3337 MENLO AVE, SAN DIEGO, CA 92105-4219

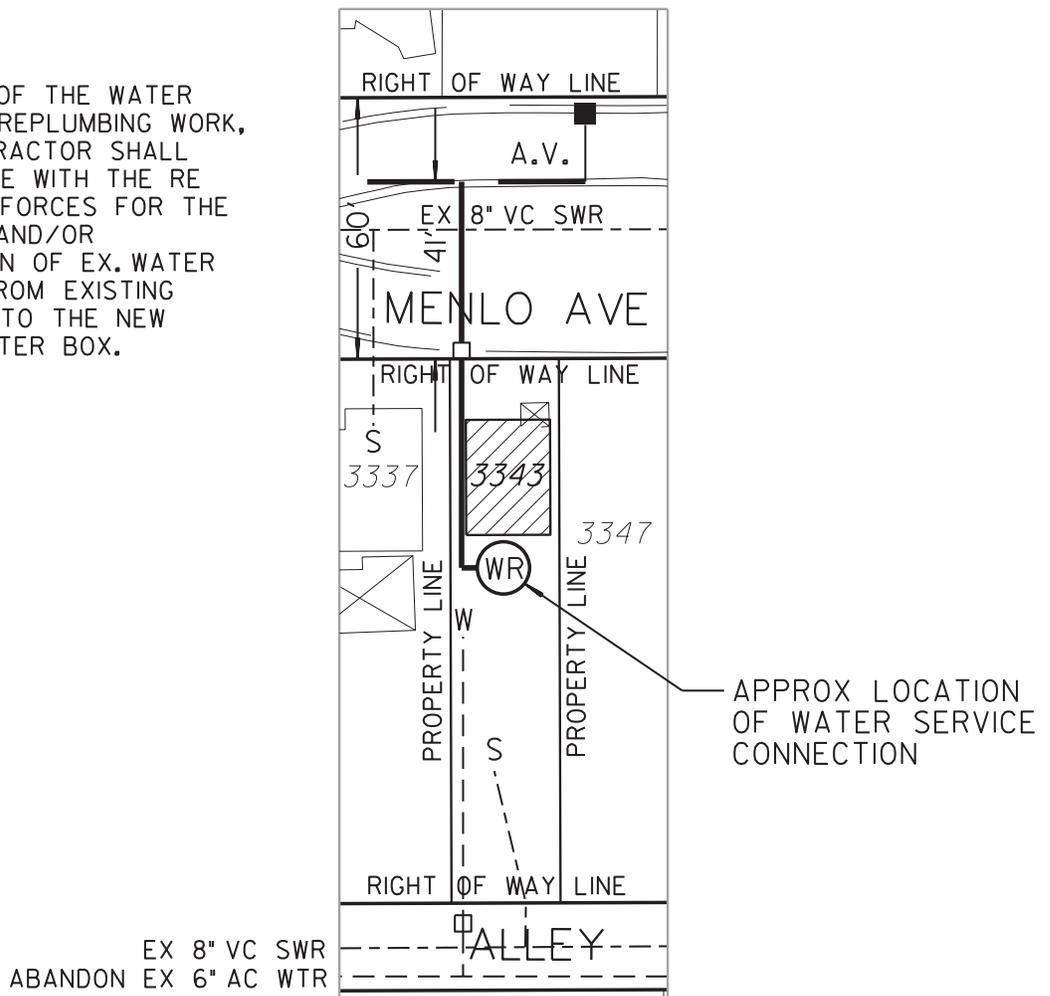
APN: 476-141-06-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013

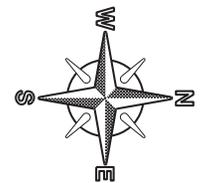
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

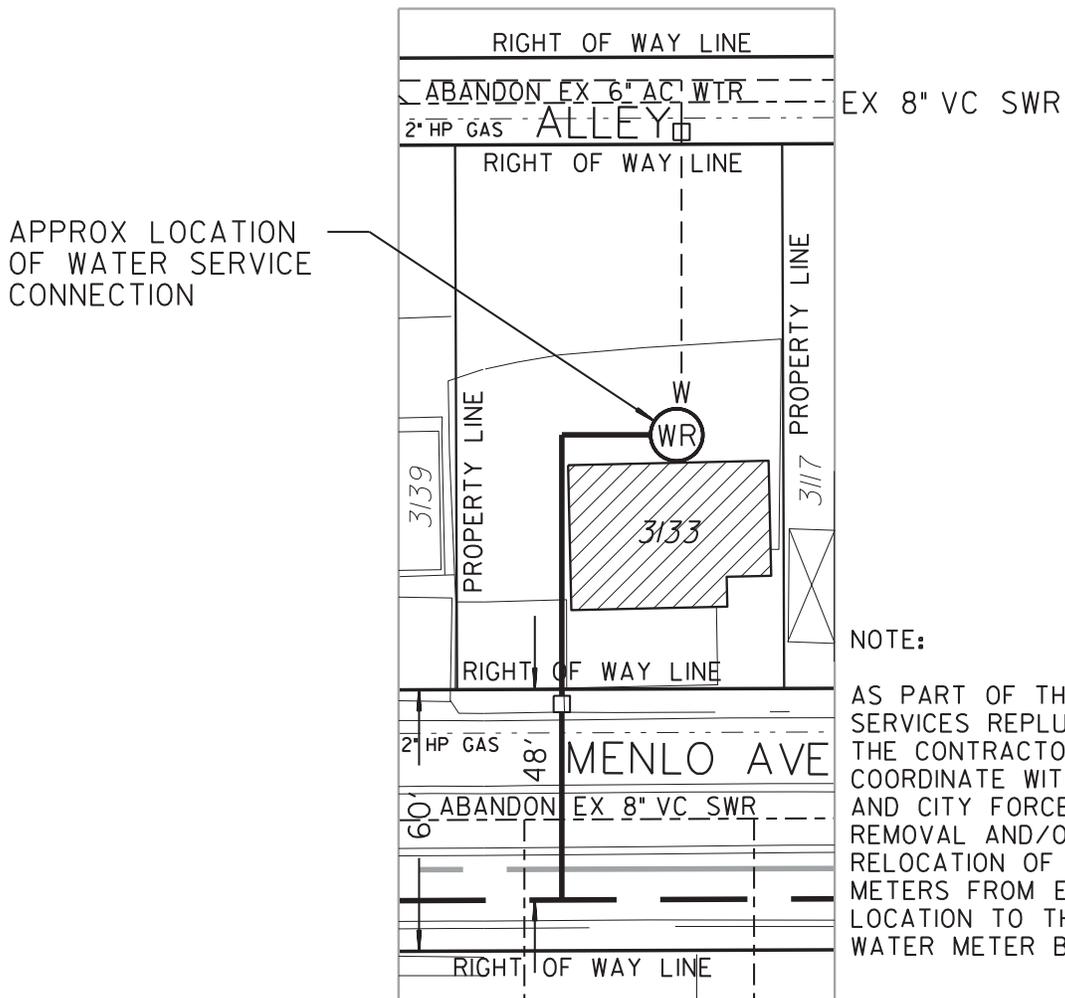
### WATER SERVICE WITH PRIVATE REPLUMB

3343 MENLO AVE, SAN DIEGO, CA 92105-4219

APN: 476-141-05-00

SEE DRAWING No. 39334-21-D

# AC WATER AND SEWER GROUP 1013



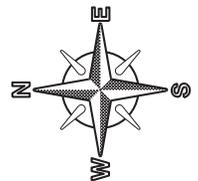
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE R.E. AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

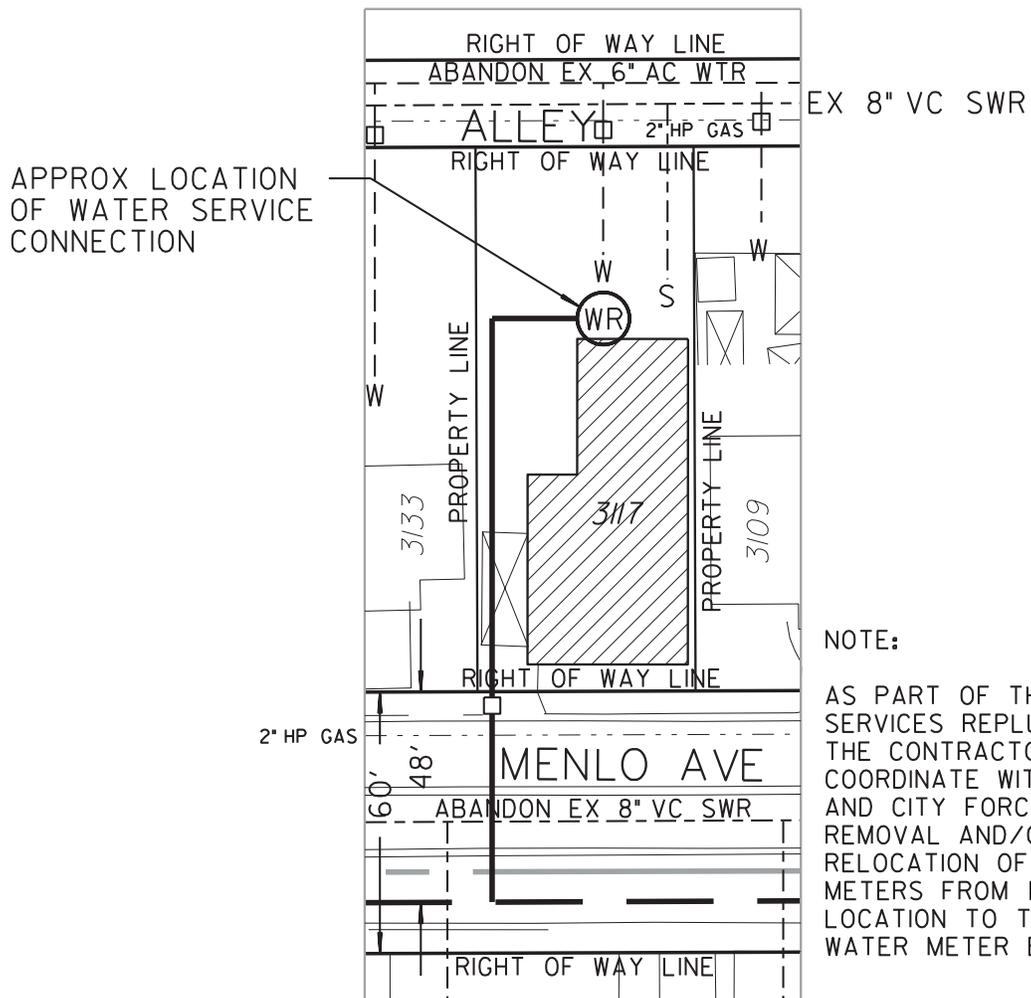
### WATER SERVICE WITH PRIVATE REPLUMB

3133 MENLO AVE, SAN DIEGO, CA 92105-4431

APN: 476-231-07-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



APPROX LOCATION OF WATER SERVICE CONNECTION

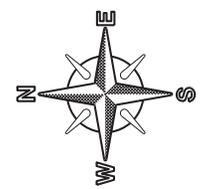
EX 8" VC SWR

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

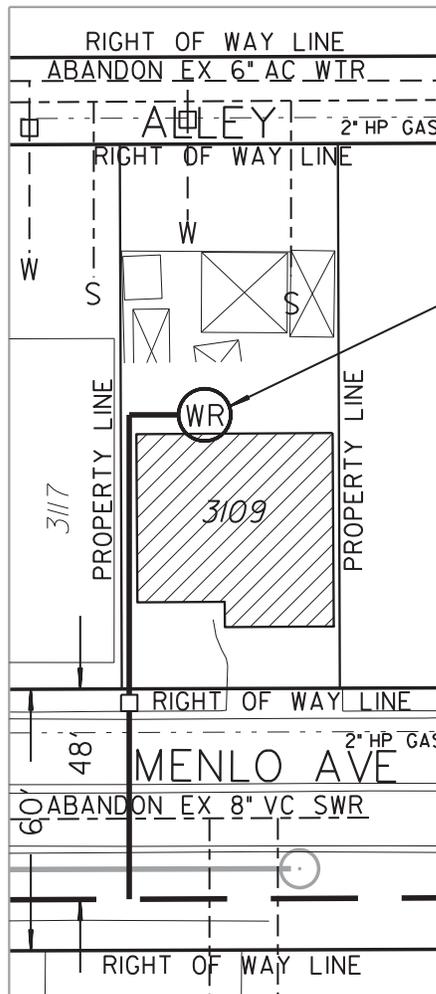


NOT TO SCALE

**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3117 MENLO AVE, SAN DIEGO, CA 92105-4431  
 APN: 476-231-08-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



EX 8" VC SWR

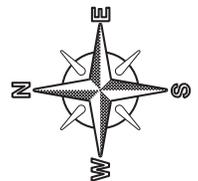
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

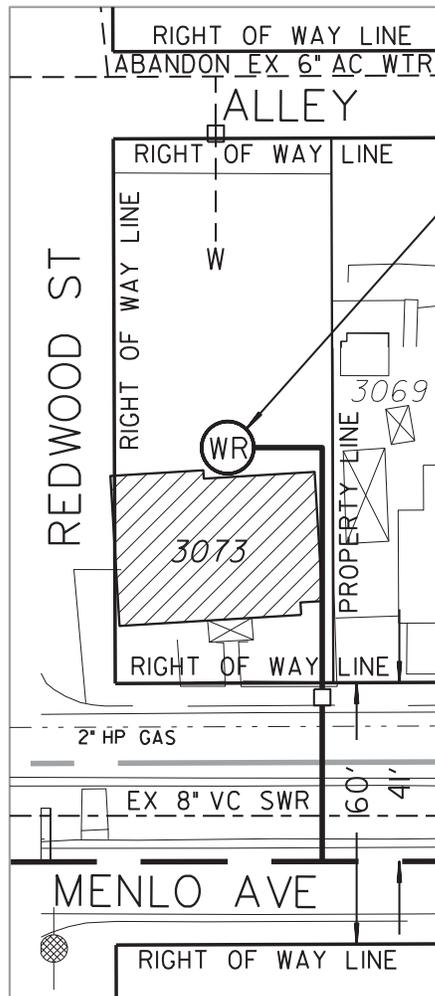
### WATER SERVICE WITH PRIVATE REPLUMB

3109 MENLO AVE, SAN DIEGO, CA 92105-4431

APN: 476-231-32-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



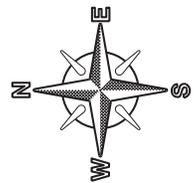
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

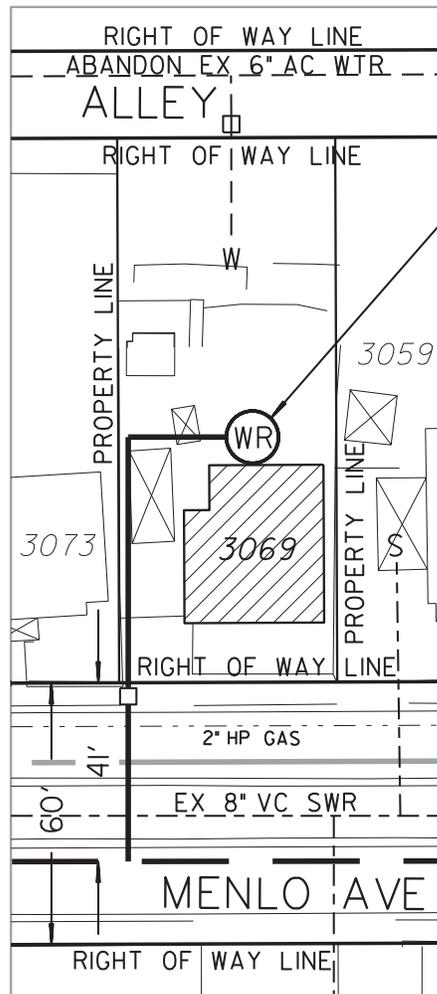
### WATER SERVICE WITH PRIVATE REPLUMB

3073 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-01-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



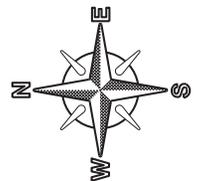
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

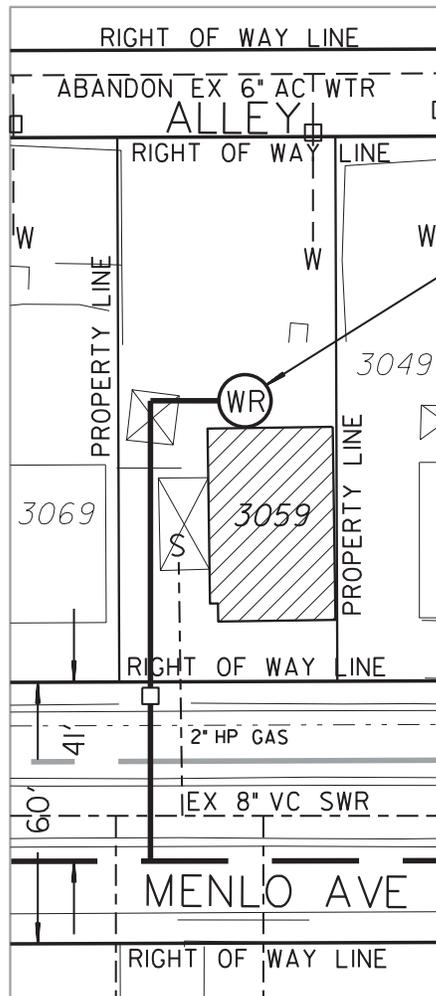
### WATER SERVICE WITH PRIVATE REPLUMB

3069 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-02-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



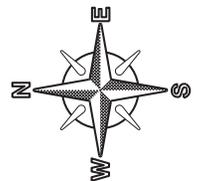
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

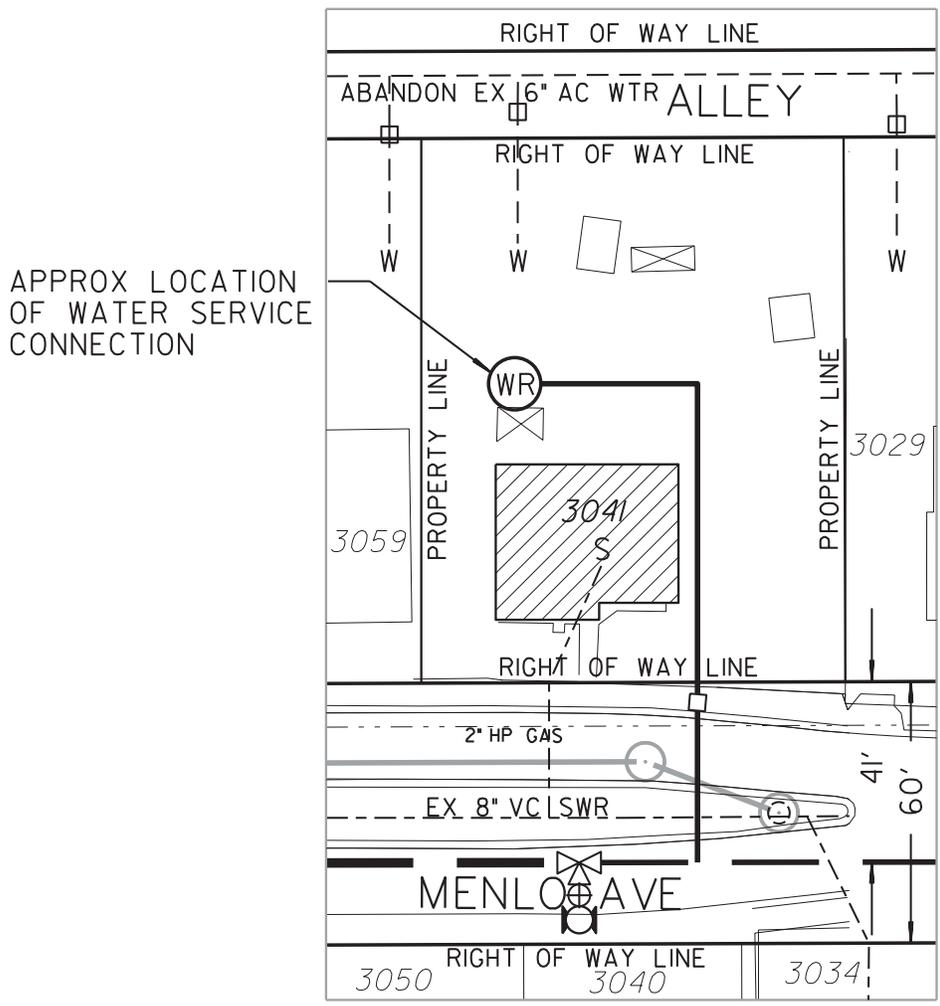
### WATER SERVICE WITH PRIVATE REPLUMB

3059 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-03-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013

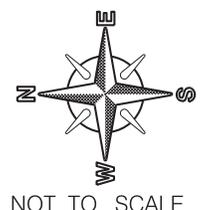


APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

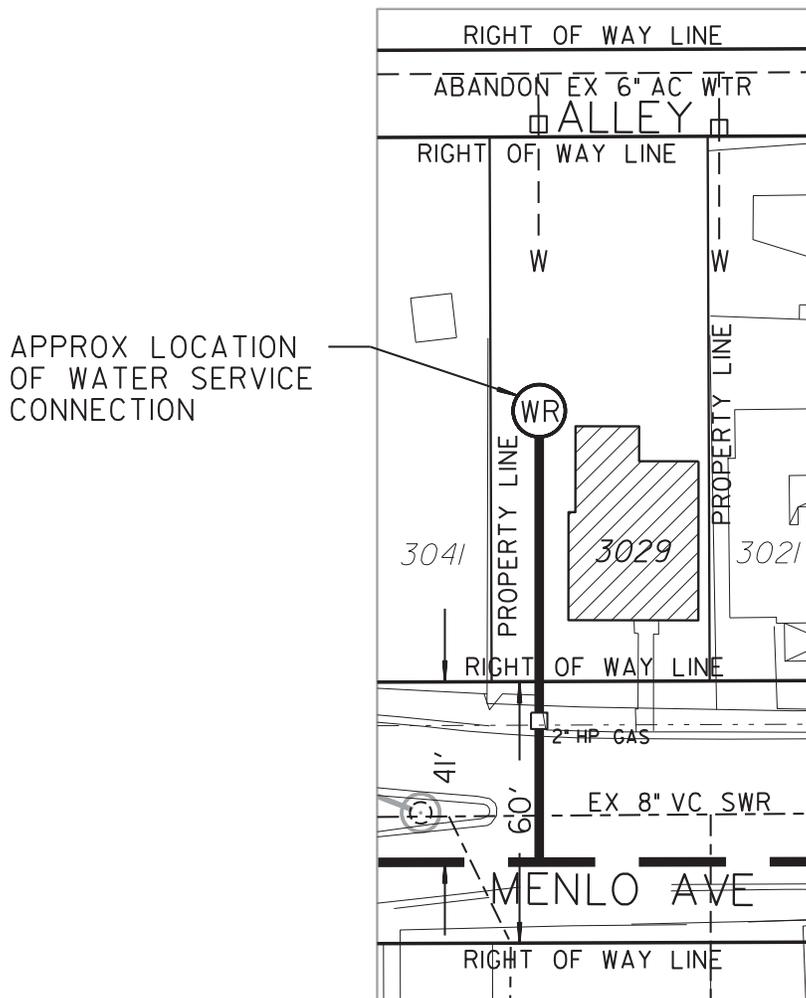
	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3041 MENLO AVE, SAN DIEGO, CA 92105-4429  
 APN: 476-321-26-00

SEE DRAWING No. 39334-22-D

# AC WATER AND SEWER GROUP 1013



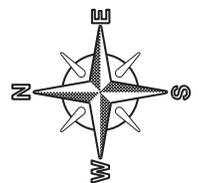
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

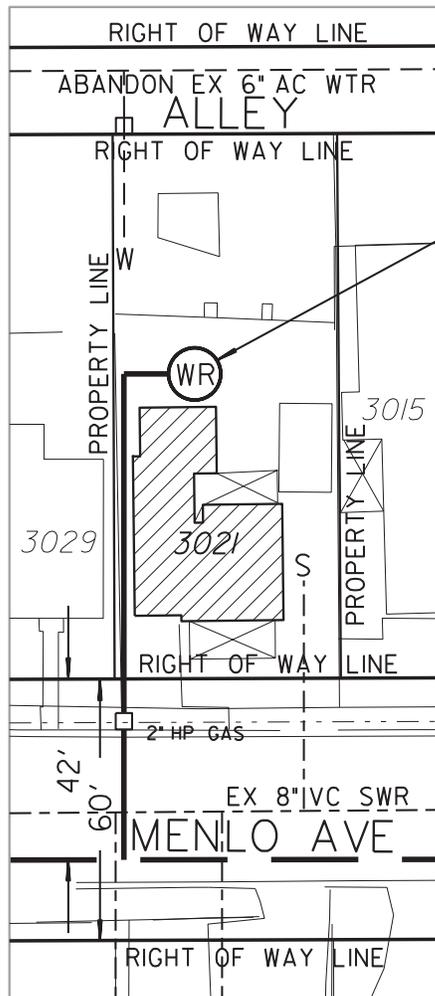


NOT TO SCALE

**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3029 MENLO AVE, SAN DIEGO, CA 92105-4429  
 APN: 476-321-06-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013



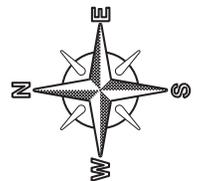
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

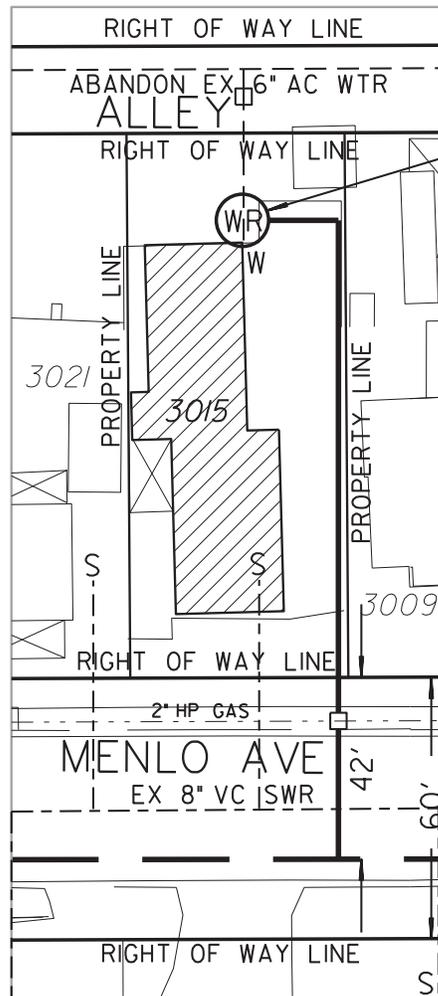
### WATER SERVICE WITH PRIVATE REPLUMB

3021 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-07-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013



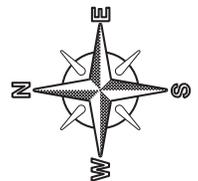
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

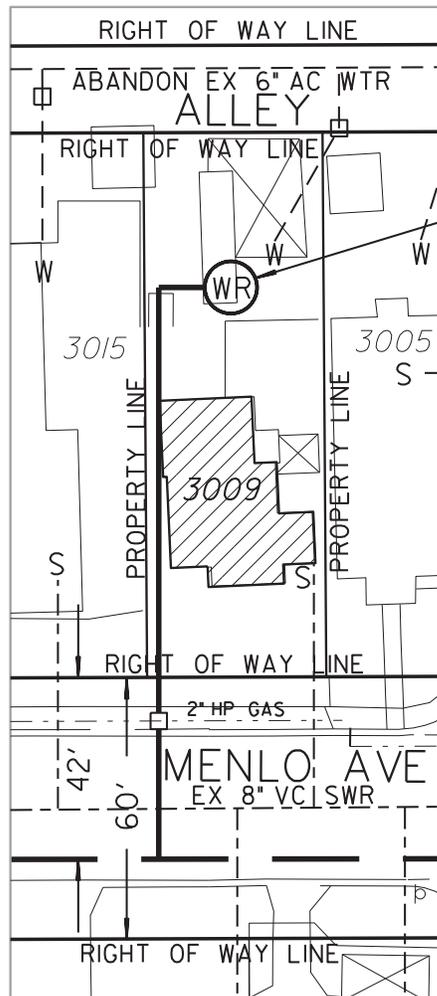
### WATER SERVICE WITH PRIVATE REPLUMB

3015 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-08-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013



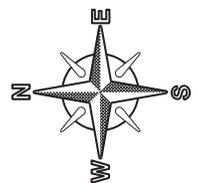
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

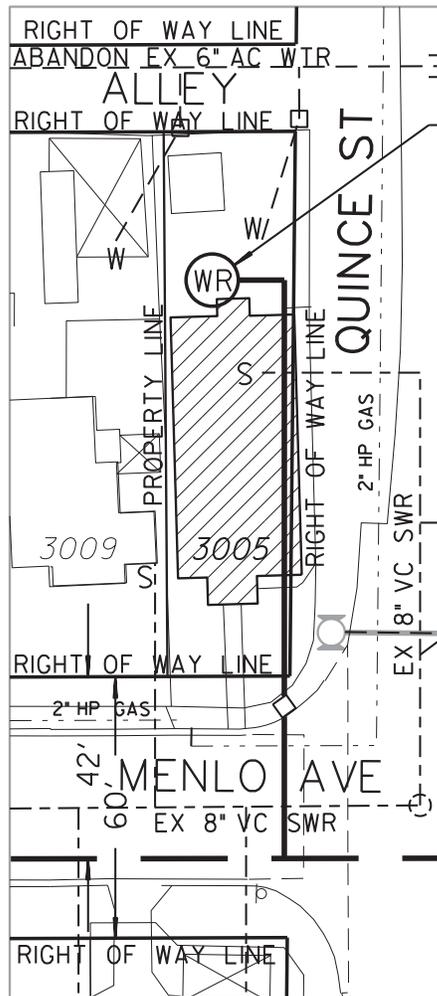
### WATER SERVICE WITH PRIVATE REPLUMB

3009 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-24-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013



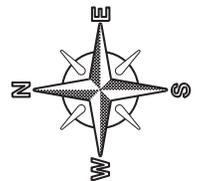
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

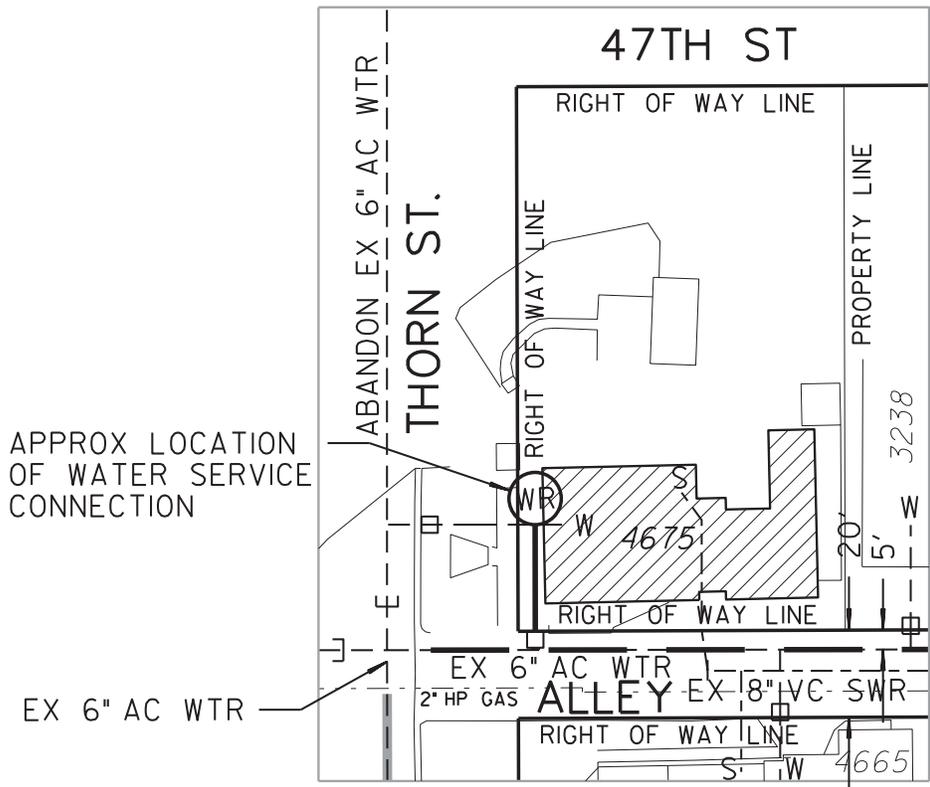
### WATER SERVICE WITH PRIVATE REPLUMB

3005 MENLO AVE, SAN DIEGO, CA 92105-4429

APN: 476-321-25-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013



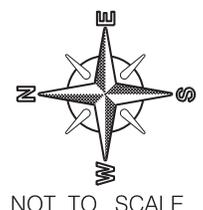
APPROX LOCATION OF WATER SERVICE CONNECTION

EX 6" AC WTR

**NOTE:**  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 4675 THORN ST, SAN DIEGO, CA 92105-4243  
 APN: 476-231-22-00

SEE DRAWING No. 39334-23-D

# AC WATER AND SEWER GROUP 1013

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

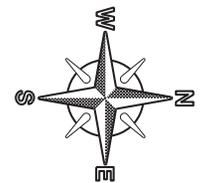


APPROX LOCATION OF WATER SERVICE CONNECTION

ABANDON EX 6" AC WTR

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

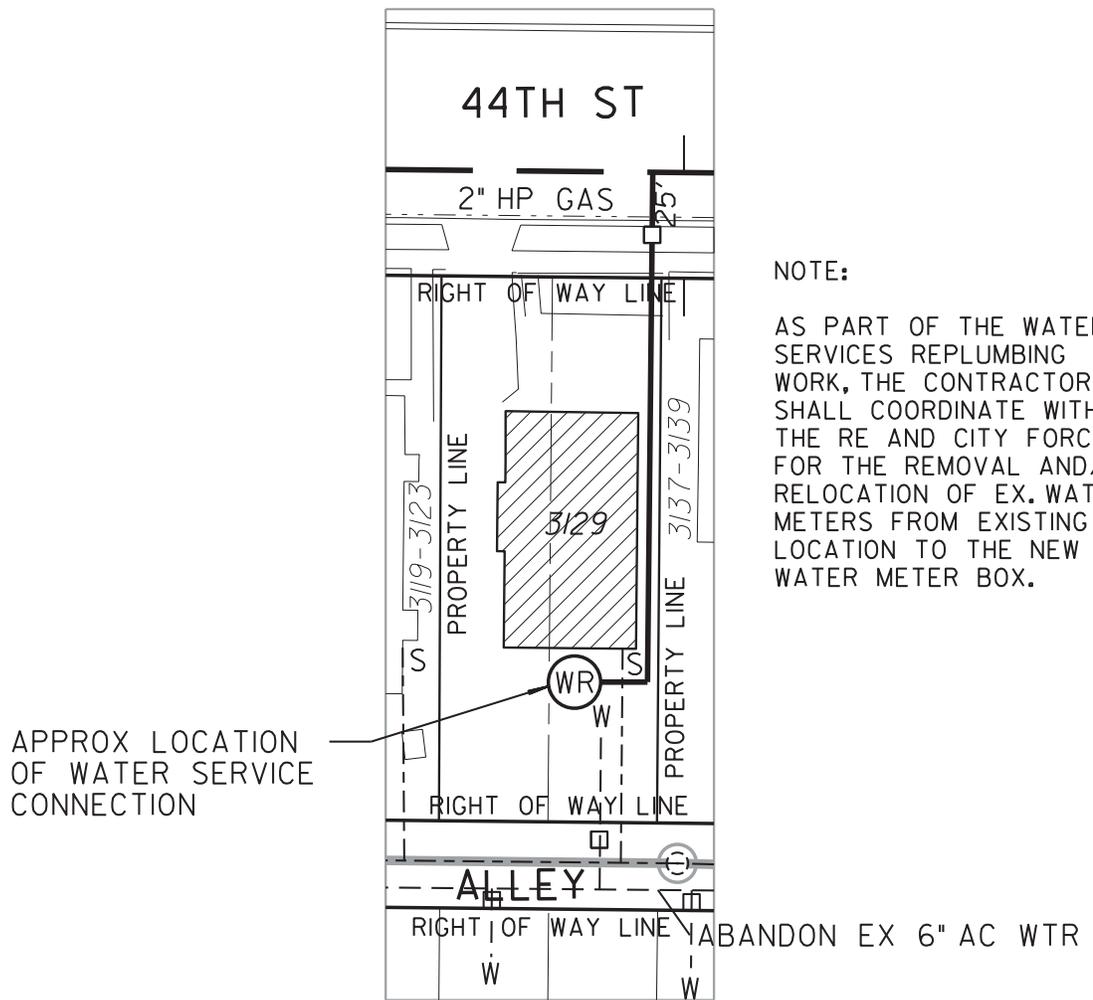
### WATER SERVICE WITH PRIVATE REPLUMB

3137-3139 44TH ST C, SAN DIEGO, CA 92105-4317

APN: 476-202-09-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



NOTE:  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN

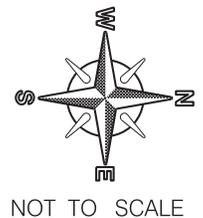


EXHIBIT 'A'  
 WATER SERVICE WITH PRIVATE REPLUMB  
 3129 44TH ST C, SAN DIEGO, CA 92105-4337  
 APN: 476-202-10-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



**NOTE:**

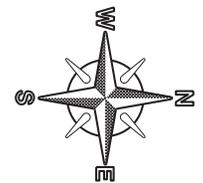
AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

ABANDON EX 6" AC WTR

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

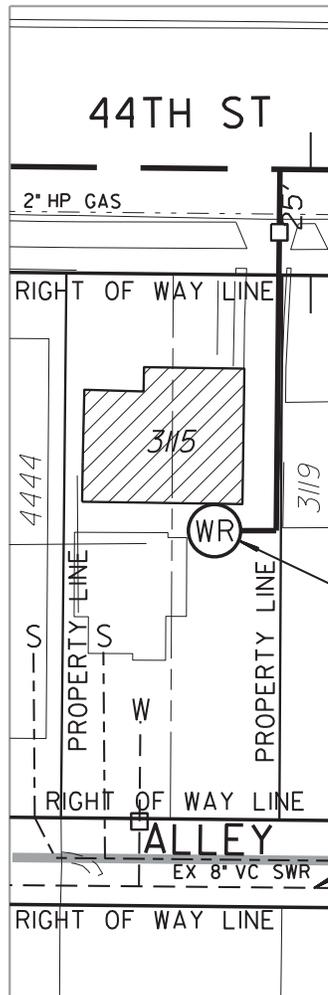
### WATER SERVICE WITH PRIVATE REPLUMB

3119-3123 44TH ST, SAN DIEGO, CA 92105-4317

APN: 476-202-11-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



APPROX LOCATION OF WATER SERVICE CONNECTION

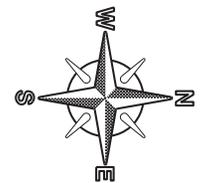
ABANDON EX 6" AC WTR

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

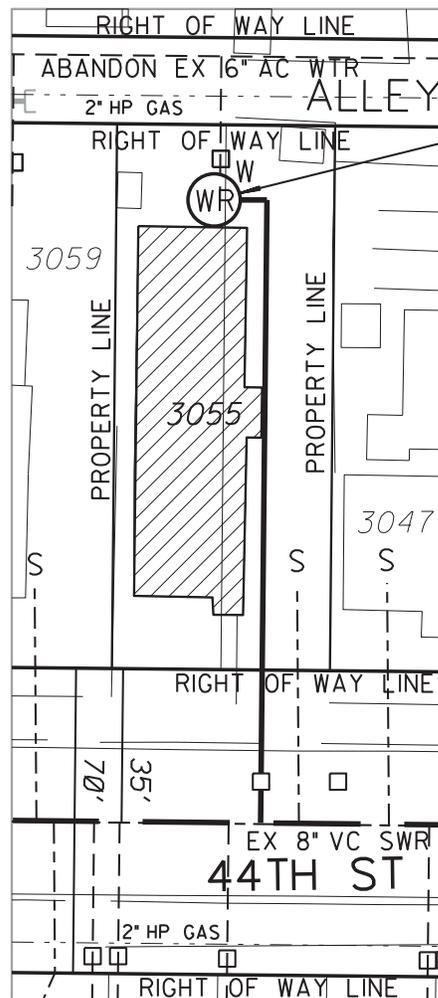
## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3115 44TH ST, SAN DIEGO, CA 92105-4317  
 APN: 476-202-12-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



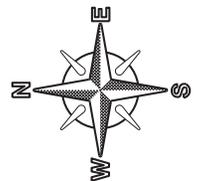
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

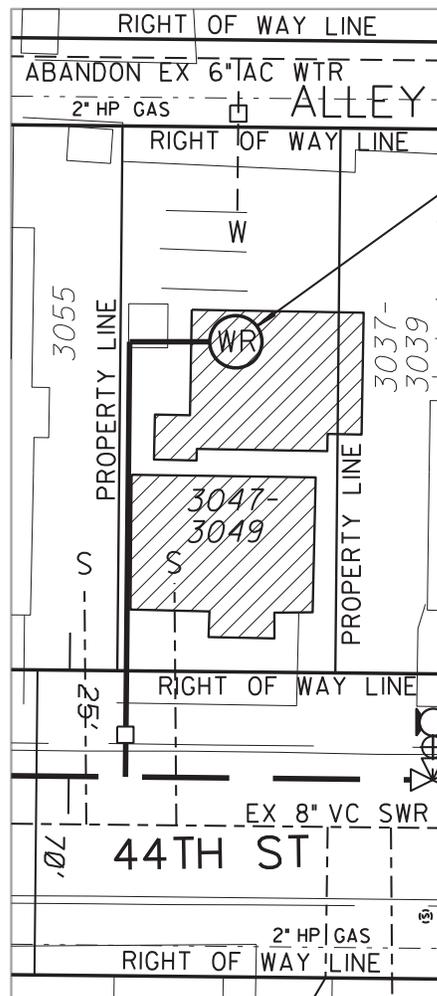
3055 44TH ST, SAN DIEGO, CA 92105-4374

APN: 476-292-22-00

APN: 476-292-23-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



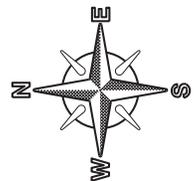
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

### WATER SERVICE WITH PRIVATE REPLUMB

3047-3049 44TH ST, SAN DIEGO, CA 92105-4316

APN: 476-292-29-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



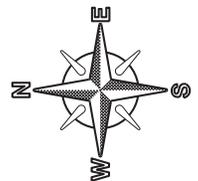
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

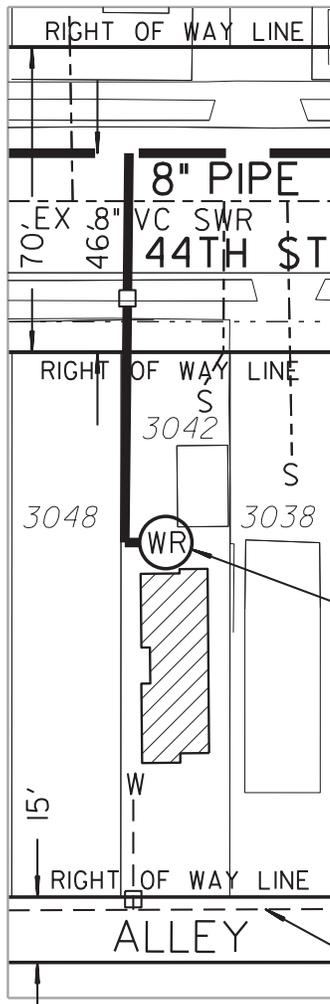
### WATER SERVICE WITH PRIVATE REPLUMB

3037-3039 44TH ST, SAN DIEGO, CA 92105-4316

APN: 476-292-30-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



**NOTE:**

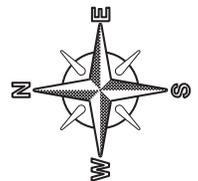
AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

ABANDON EX 6" AC WTR

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

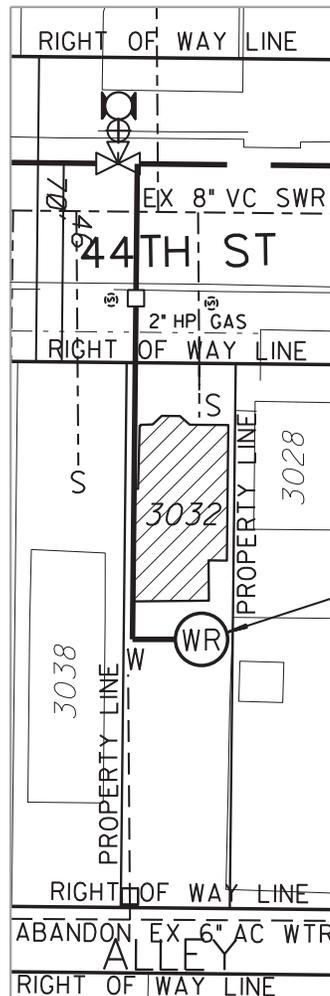
### WATER SERVICE WITH PRIVATE REPLUMB

3042 44TH ST, SAN DIEGO, CA 92105

APN: 476-291-27-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



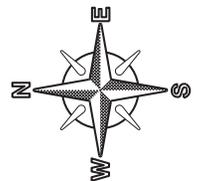
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

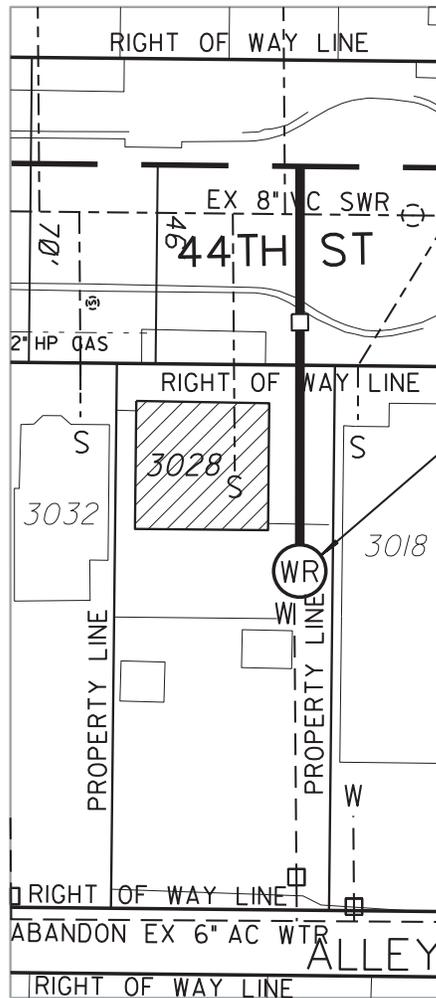
### WATER SERVICE WITH PRIVATE REPLUMB

3032 44TH ST, SAN DIEGO, CA 92105-4316

APN: 476-291-13-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



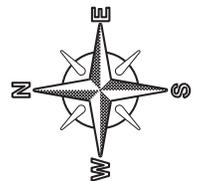
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

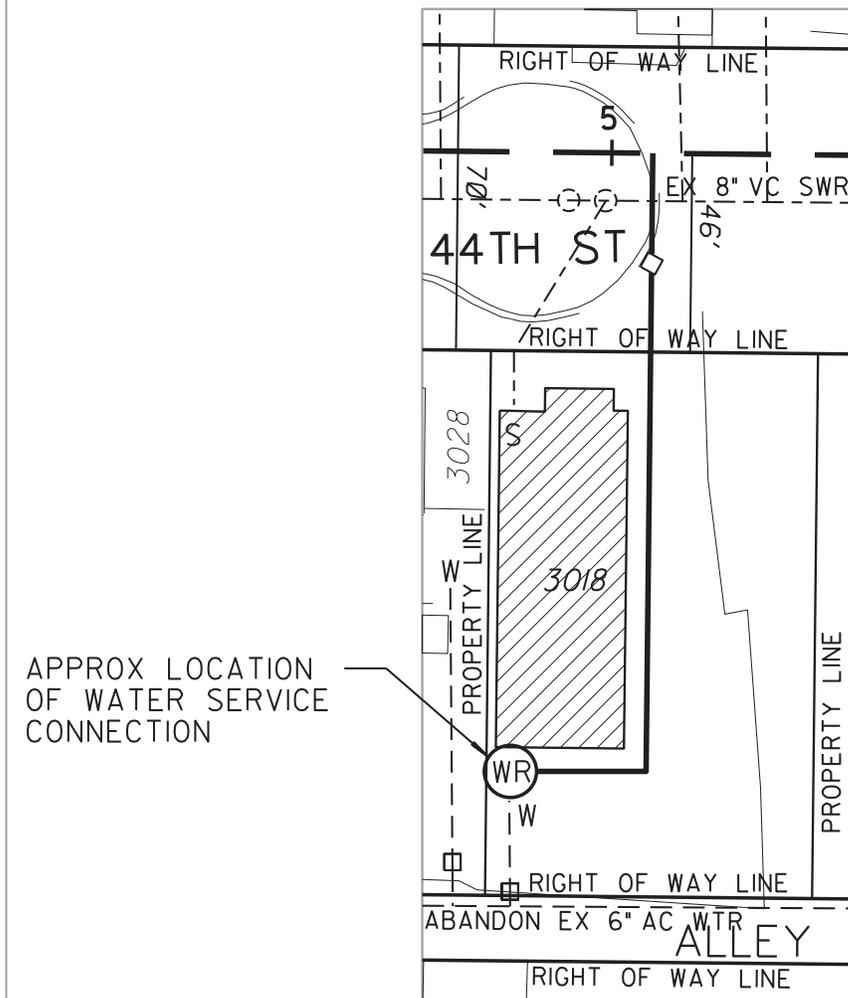
### WATER SERVICE WITH PRIVATE REPLUMB

3028 44TH ST, SAN DIEGO, CA 92105-4316

APN: 476-291-12-00

SEE DRAWING No. 39334-28-D

# AC WATER AND SEWER GROUP 1013



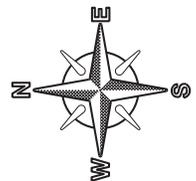
APPROX LOCATION OF WATER SERVICE CONNECTION

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

**EXHIBIT 'A'**  
**WATER SERVICE WITH PRIVATE REPLUMB**  
 3018 44TH ST, SAN DIEGO, CA 92105-4373  
 APN: 476-291-21-00

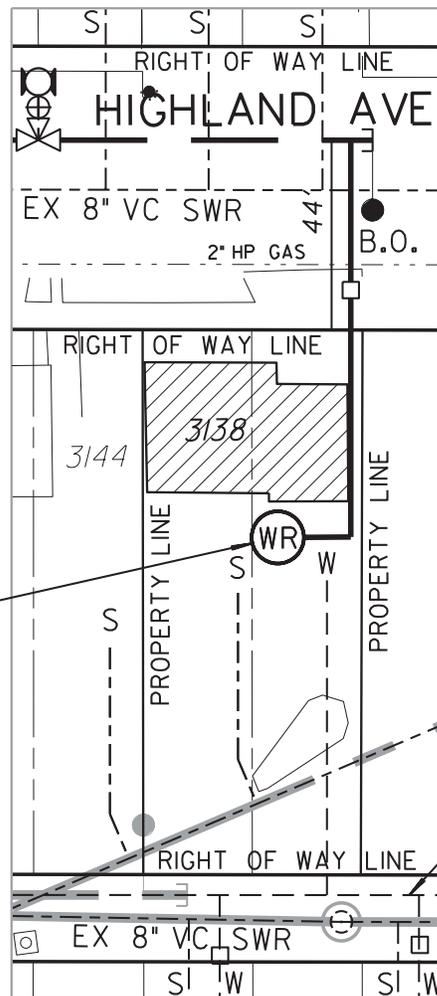
SEE DRAWING No. 39334-3I-D

# AC WATER AND SEWER GROUP 1013

**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

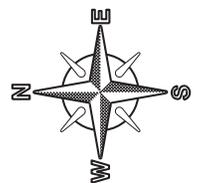


ABANDON EX 6" AC WTR

ALLEY

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

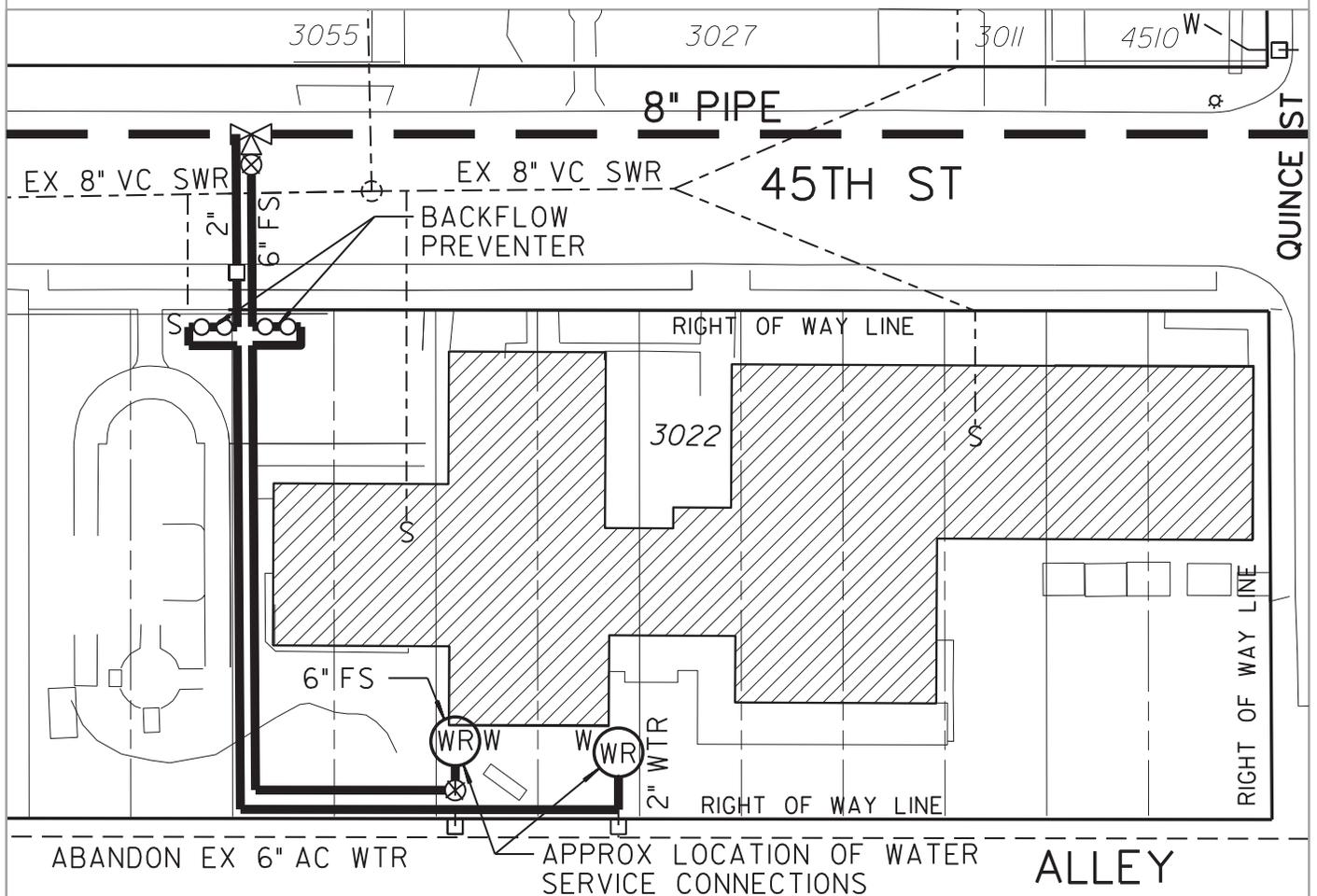
### WATER SERVICE WITH PRIVATE REPLUMB

3138 HIGHLAND AVE, SAN DIEGO, CA 92105-4326

APN: 476-202-19-00

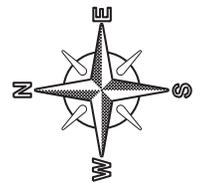
SEE DRAWING No. 39334-31-D

# AC WATER AND SEWER GROUP 1013



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

3022 45TH ST, SAN DIEGO, CA 92105

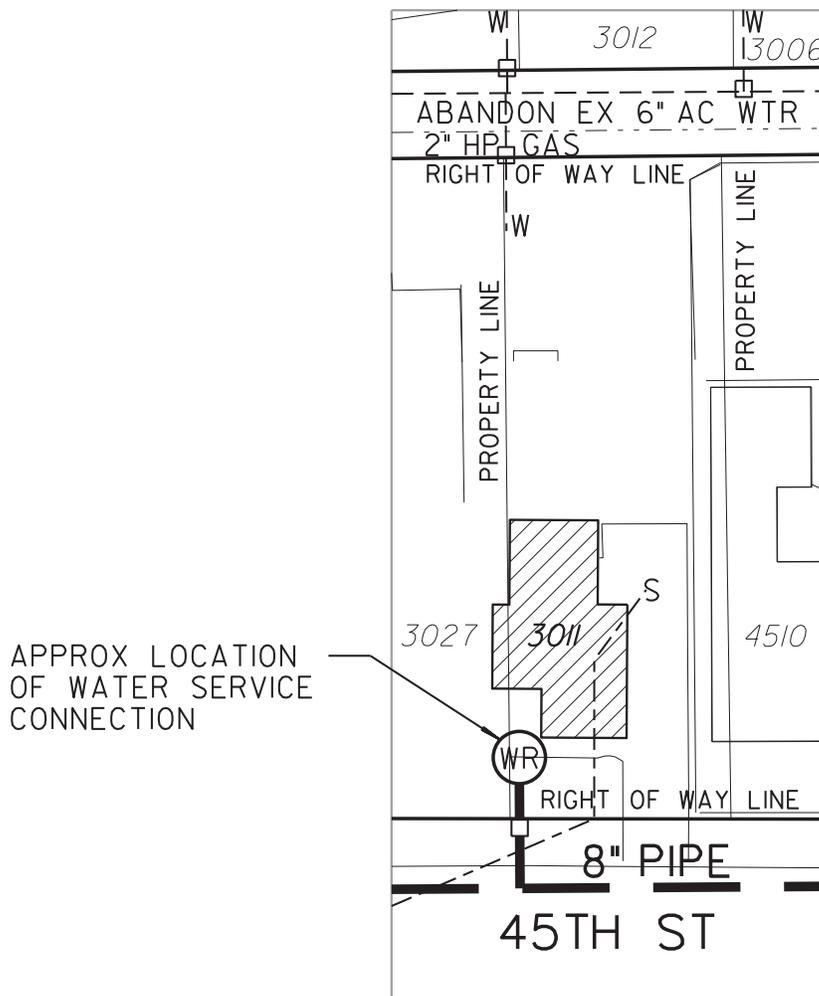
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

- APN: 476-301-04-00
- APN: 476-301-05-00
- APN: 476-301-06-00
- APN: 476-301-07-00

SEE DRAWING No. 39334-33-D

# AC WATER AND SEWER GROUP 1013



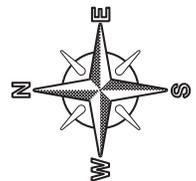
**NOTE:**

AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

APPROX LOCATION OF WATER SERVICE CONNECTION

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

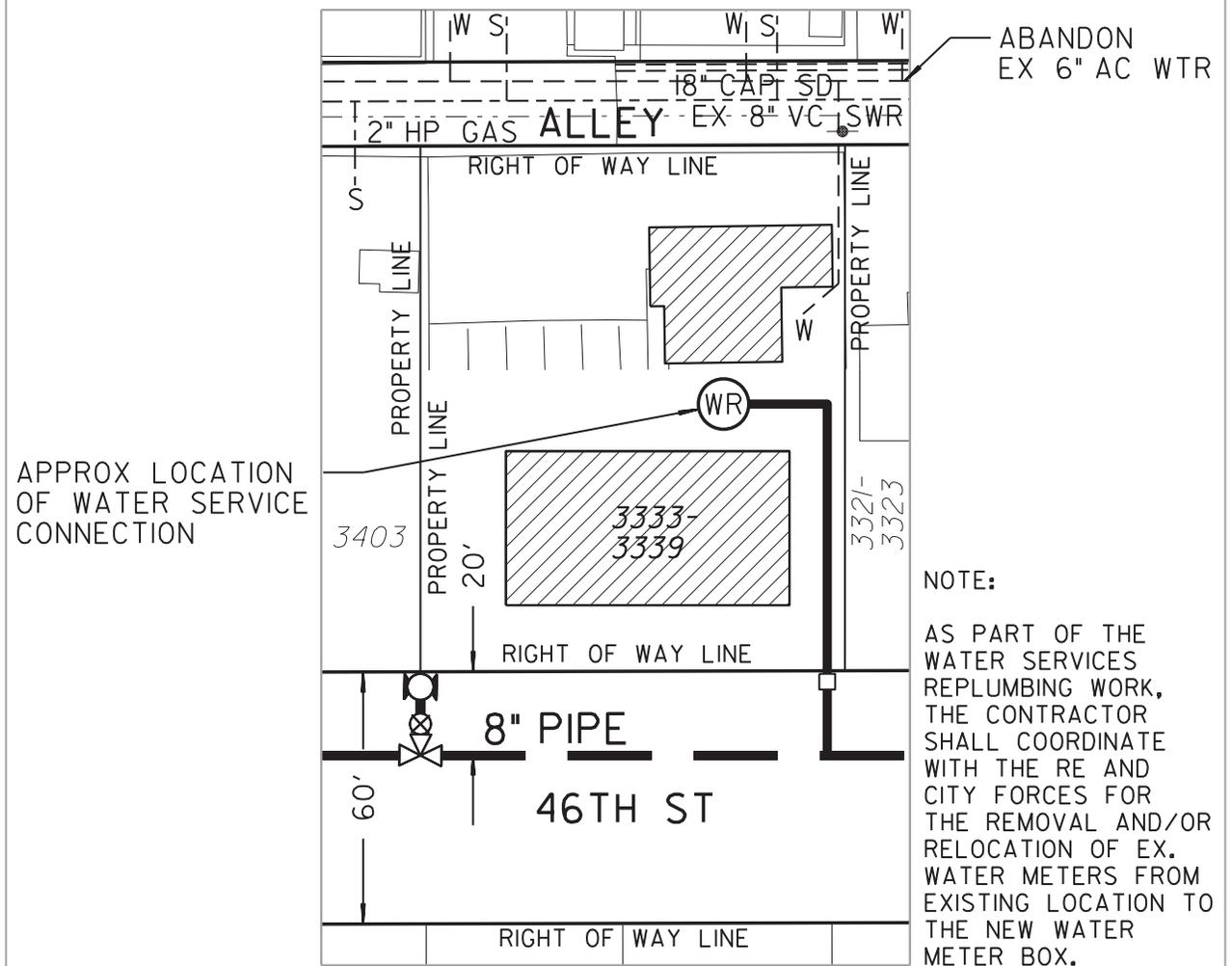
### WATER SERVICE WITH PRIVATE REPLUMB

3011 45TH ST, SAN DIEGO, CA 92105-4301

APN: 476-302-04-00

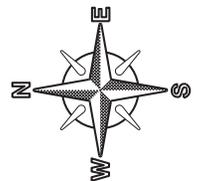
SEE DRAWING No. 39334-33-D

# AC WATER AND SEWER GROUP 1013



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

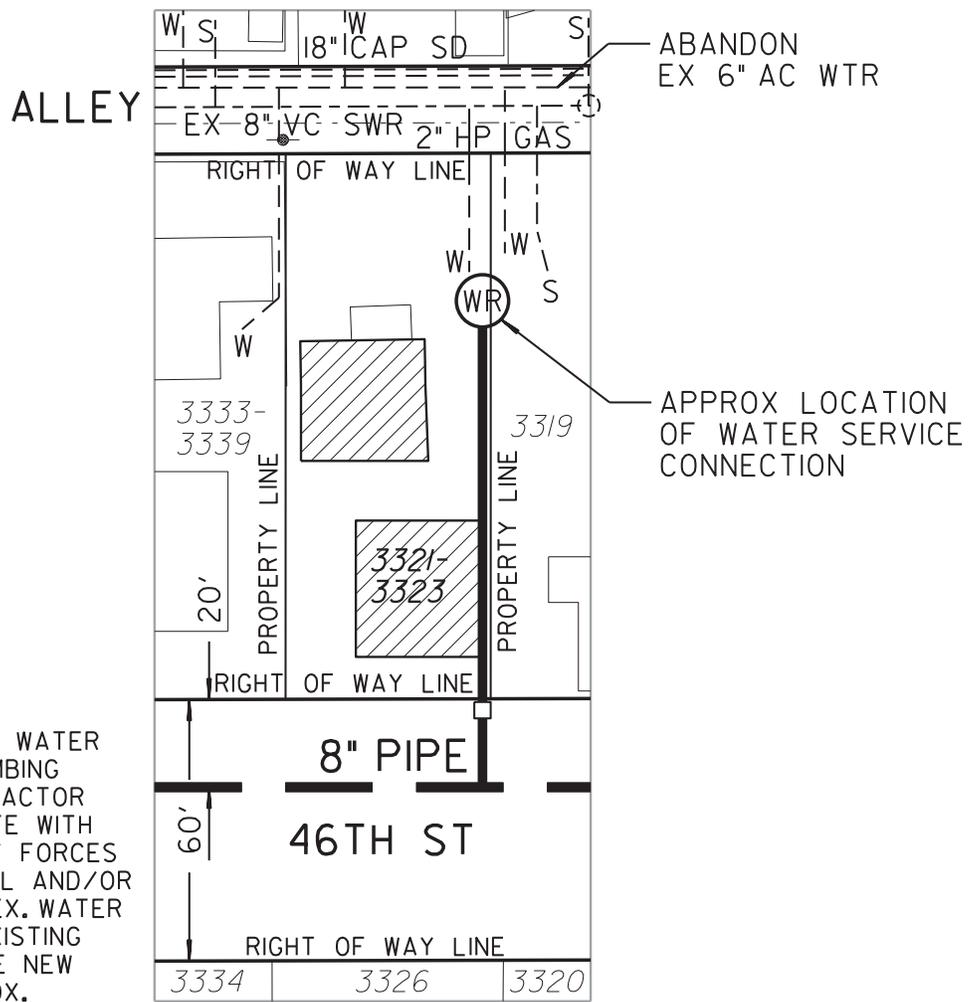
### WATER SERVICE WITH PRIVATE REPLUMB

3333-3339 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-27-00

SEE DRAWING No. 39334-43-D

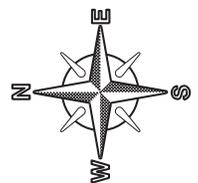
# AC WATER AND SEWER GROUP 1013



NOTE:  
 AS PART OF THE WATER SERVICES REPLUMBING WORK, THE CONTRACTOR SHALL COORDINATE WITH THE RE AND CITY FORCES FOR THE REMOVAL AND/OR RELOCATION OF EX. WATER METERS FROM EXISTING LOCATION TO THE NEW WATER METER BOX.

## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

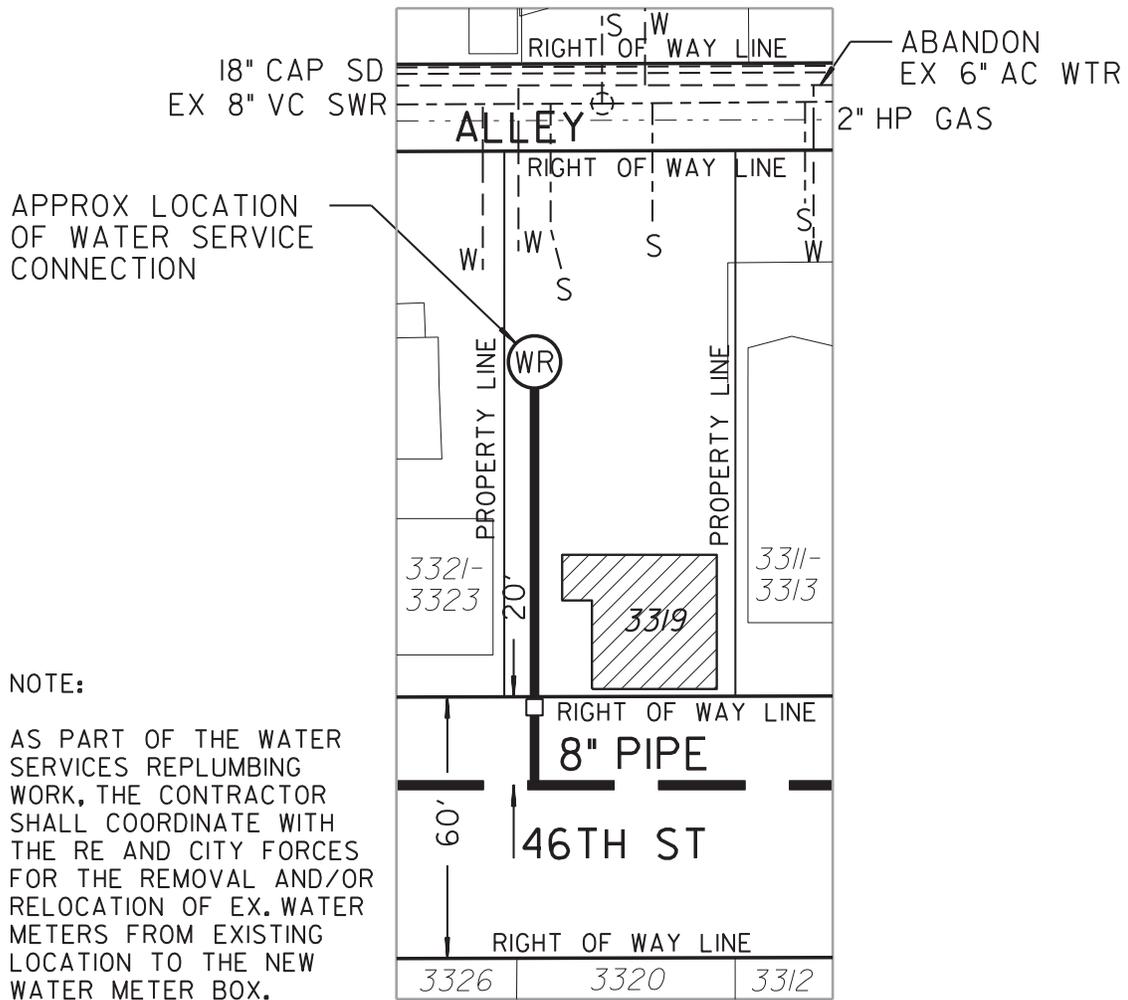
### WATER SERVICE WITH PRIVATE REPLUMB

3321-3323 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-34-00

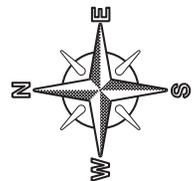
SEE DRAWING No. 39334-43-D

# AC WATER AND SEWER GROUP 1013



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

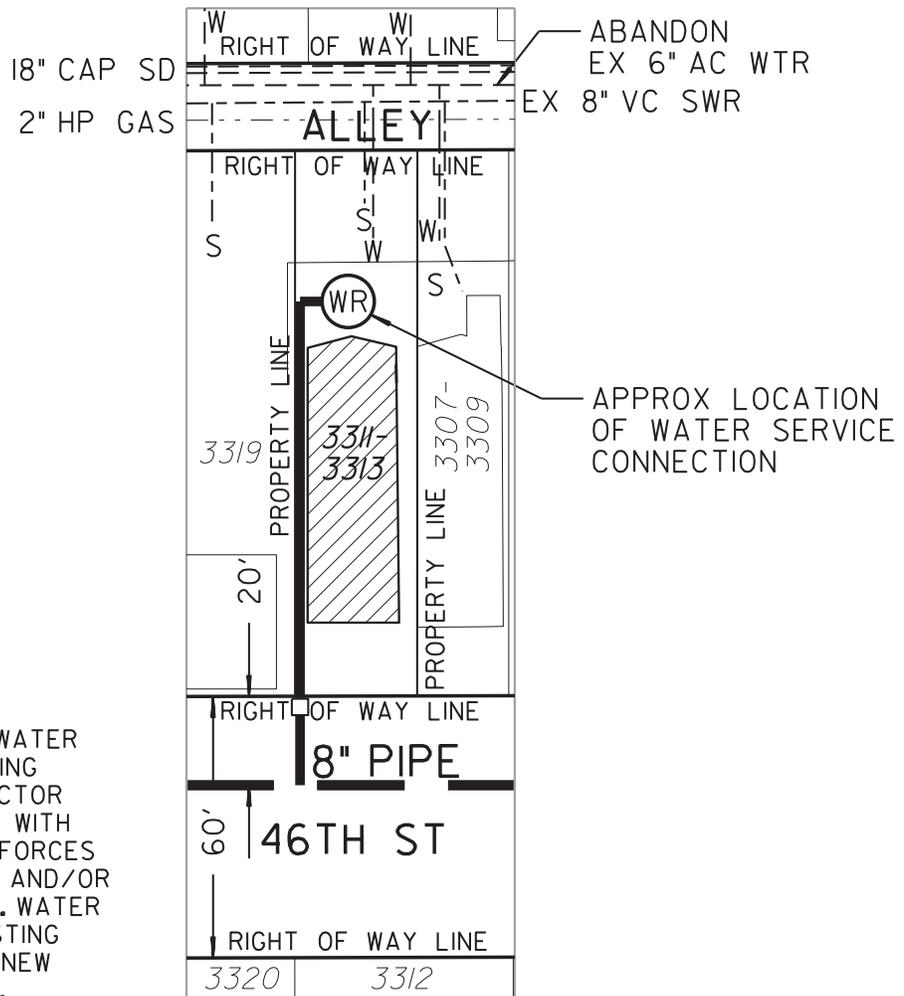
### WATER SERVICE WITH PRIVATE REPLUMB

3319 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-09-00

SEE DRAWING No. 39334-43-D

# AC WATER AND SEWER GROUP 1013

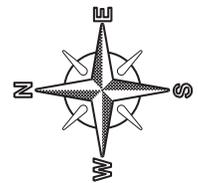


**NOTE:**

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## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

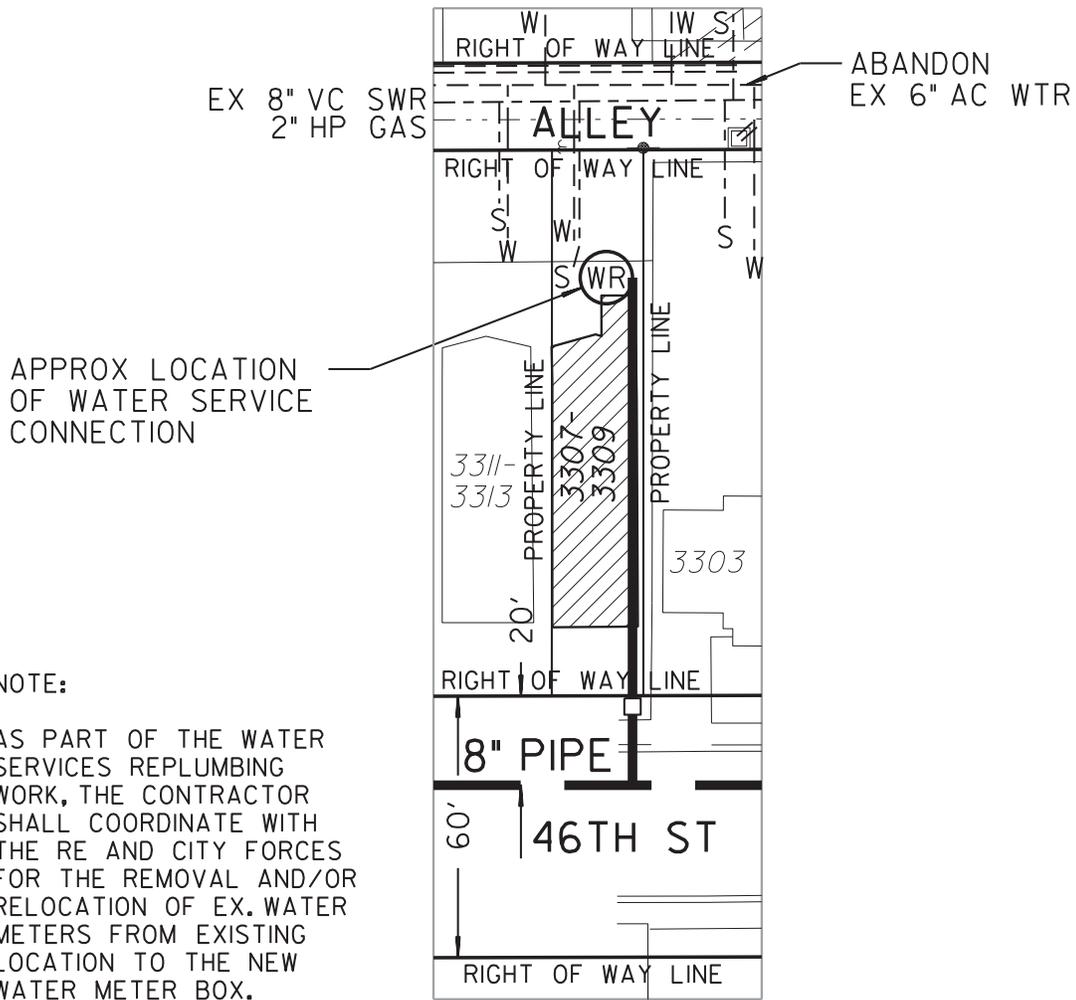
### WATER SERVICE WITH PRIVATE REPLUMB

3311-3313 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-10-00

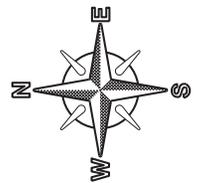
SEE DRAWING No. 39334-43-D

# AC WATER AND SEWER GROUP 1013



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

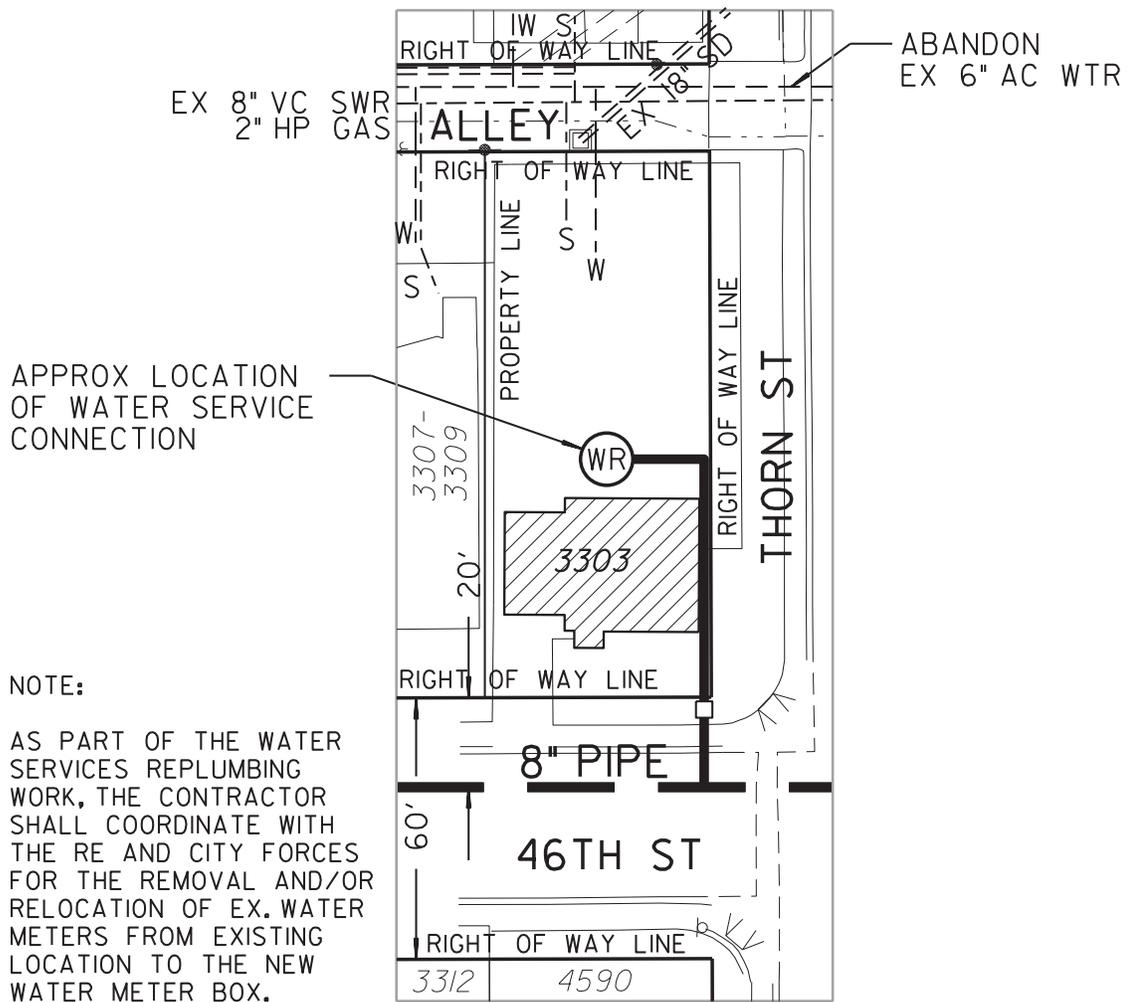
### WATER SERVICE WITH PRIVATE REPLUMB

3307-3309 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-11-00

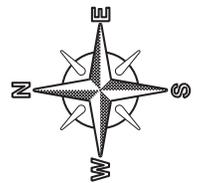
SEE DRAWING No. 39334-43-D

# AC WATER AND SEWER GROUP 1013



## WATER REPLUMB LEGEND

	PROPOSED WATER REPLUMB AND WATER METER
	PROPOSED WATER MAIN
	EXISTING WATER SERVICE AND WATER METER
	EXISTING WATER MAIN



NOT TO SCALE

## EXHIBIT 'A'

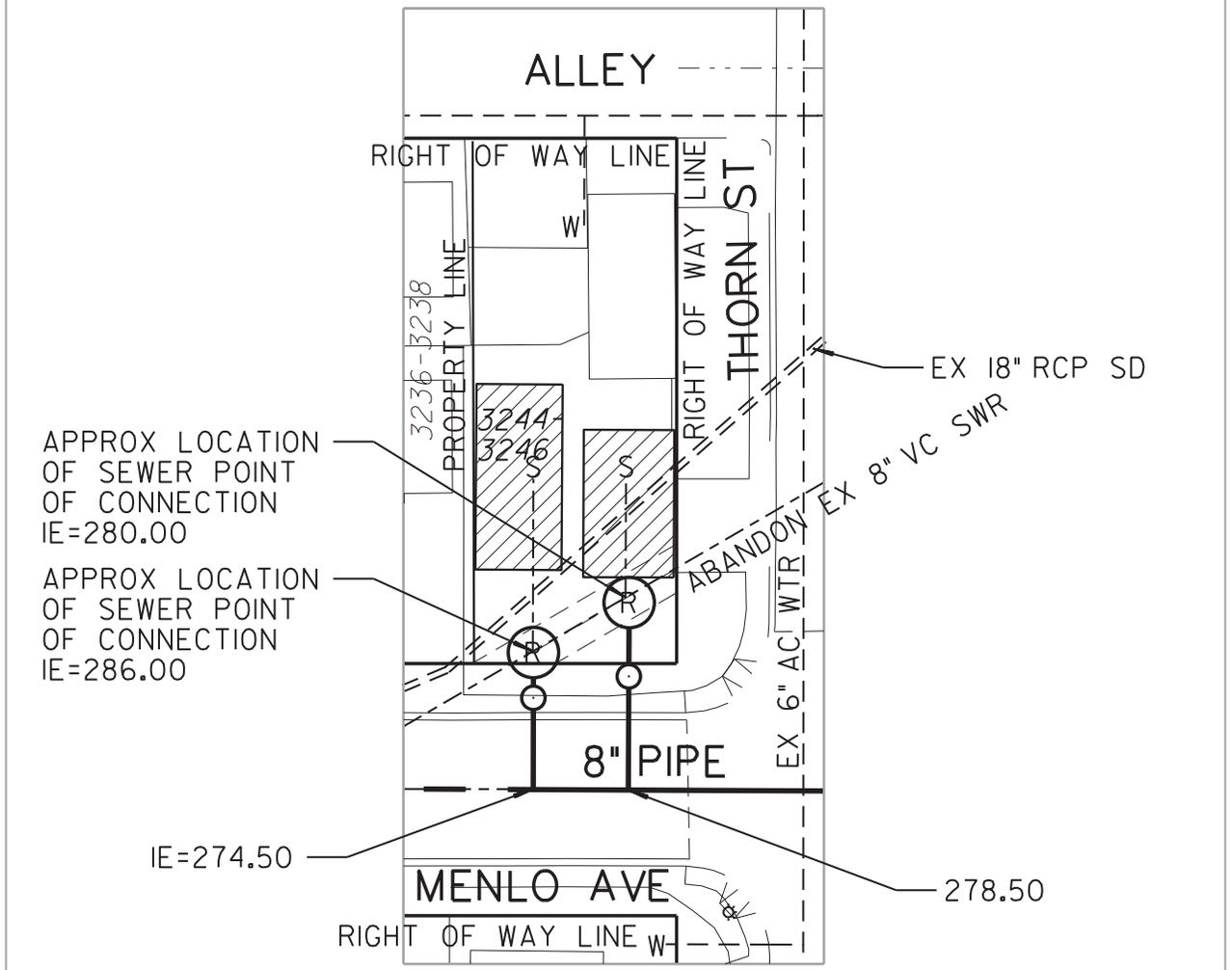
### WATER SERVICE WITH PRIVATE REPLUMB

3303 46TH ST, SAN DIEGO, CA 92105-4209

APN: 476-132-12-00

SEE DRAWING No. 39334-43-D

# AC WATER AND SEWER GROUP 1013



APPROX LOCATION  
OF SEWER POINT  
OF CONNECTION  
IE=280.00

APPROX LOCATION  
OF SEWER POINT  
OF CONNECTION  
IE=286.00

IE=274.50

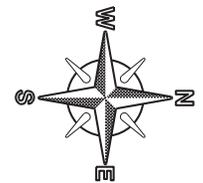
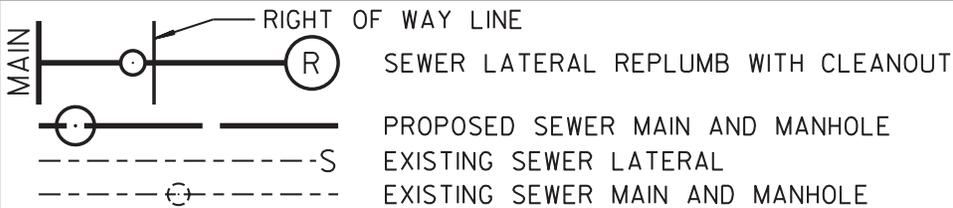
EX 18" RCP SD

ABANDON EX 8" VC SWR

EX 6" AC WTR

278.50

## SEWER REPLUMB LEGEND



NOT TO SCALE

## EXHIBIT 'A'

### SEWER LATERAL REPLUMB

3244-3246 MENLO AVE 12, SAN DIEGO, CA 92105-4434  
APN: 476-222-21-00

SEE DRAWING No. 39334-50-D

## APPENDIX M

### CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

**Appendix M**

City of San Diego  
Asphalt Concrete Overlay  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date's City Laboratory representative was present:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**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 TC Construction Company, Inc., herein called "Contractor" for construction of **AC Water & Sewer Group Job 1013**; Bid No. **K-19-1806-DBB-3**; in the amount of **Thirteen Million Three Hundred Twenty One Thousand Nine Hundred Thirty Four Dollars and Twelve Cents (\$13,321,934.12)**, which is comprised of the Base Bid plus Additive Alternates A & B.

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

1. The following are incorporated into this contract as though fully set forth herein:
  - (a) The attached Faithful Performance and Payment Bonds.
  - (b) The attached Proposal included in the Bid documents by the Contractor.
  - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
  - (d) Phased Funding Schedule Agreement.
  - (e) That certain documents entitled Project Title **AC Water & Sewer Group Job 1013**, on file in the office of the City Clerks as Document No. **B-15156, B-15147**, 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 **AC Water & Sewer Group Job 1013**, Bid Number **B-15156, B-15147**, 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.

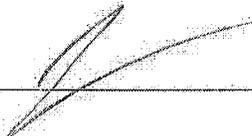
CONTRACT AGREEMENT (continued)

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 522.3102, authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By  \_\_\_\_\_

By  \_\_\_\_\_

Print Name: James Nagelvoort  
Director  
Public Works Department

Print Name: Pedro DeLara, Jr.  
Deputy City Attorney

Date: 6/27/19

Date: 6/27/19

CONTRACTOR

By  \_\_\_\_\_

Print Name: Austin Cameron

Title: President

Date: 6/6/2019

City of San Diego License No.: B198004773

State Contractor's License No.: 402459

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003132

## CERTIFICATIONS AND FORMS

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

## CONTRACTOR CERTIFICATION

---

### DRUG-FREE WORKPLACE

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

This company\_has in place a drug-free workplace program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

## CONTRACTOR CERTIFICATION

---

### 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 CERTIFICATION**

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### **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**

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### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

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### **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:

**AC Water & Sewer Group Job 1013**

\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No.; SAP No. **K-19-1806-DBB-3** (WBS/IO/CC) **B-15156, B-15147**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

**ATTEST:**

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

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	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 <sup>ⓐ</sup>	WHERE CERTIFIED <sup>ⓑ</sup>	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ⓐ 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		
- ⓑ As appropriate, Bidder shall indicate if Subcontractor is certified by:
 

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

**NAMED EQUIPMENT/MATERIAL SUPPLIER LIST**

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	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 SDVOSB <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- |  |        |  |          |
|--|--------|--|----------|
| City of San Diego                                    | CITY   | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission               | CPUC   |  |          |
| State of California's Department of General Services | CADoGS | City of Los Angeles                              | LA       |
| State of California                                  | CA     | U.S. Small Business Administration               | SBA      |

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

**SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE (USE ONLY WHEN ADDITIVE ALTERNATES ARE REQUIRED)**

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

ADDITIVE/ DEDUCTIVE ALTERNATE	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 <sup>①</sup>	WHERE CERTIFIED ②	CHECK IF JOINT VENTURE PARTNER SHIP
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____								

- ① As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- |   |        |  |         |
|---|--------|--|---------|
| Certified Minority Business Enterprise        | MBE    | Certified Woman Business Enterprise            | WBE     |
| Certified Disadvantaged Business Enterprise   | DBE    | Certified Disabled Veteran Business Enterprise | DVBE    |
| Other Business Enterprise                     | OBE    | Certified Emerging Local Business Enterprise   | ELBE    |
| Certified Small Local Business Enterprise     | SLBE   | Small Disadvantaged Business                   | SDB     |
| Woman-Owned Small Business                    | WoSB   | HUBZone Business                               | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |         |
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:
- |  |      |  |          |
|--|------|--|----------|
| City of San Diego                      | CITY | State of California Department of Transportation     | CALTRANS |
| California Public Utilities Commission | CPUC | State of California's Department of General Services | CADoGS   |
| City of Los Angeles                    | LA   | State of California                                  | CA       |
| U.S. Small Business Administration     | SBA  |  |          |

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

## **ELECTRONICALLY SUBMITTED FORMS**

### **THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION**

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. 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 TC Construction Company, Inc. 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 **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we  
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

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

AC Water & Sewer Group Job 1013

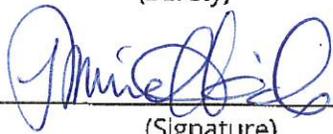
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in  
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of  
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and  
furnishes 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 10th day of April, 2019

TC Construction Company, Inc. (SEAL)  
(Principal)

By:   
(Signature)  
Austin Cameron, President

Liberty Mutual Insurance Company (SEAL)  
(Surety)

By:   
(Signature)  
Minna Huovila, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California  
County of San Diego )

On April 10, 2019 before me, Maria Hallmark, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)





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.

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

Certificate No: 8196955 - 969522

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, Tara Bacon, Dale G. Harshaw, Minna Huovila, Kyle King, John R. Qualin, Geoffrey Shelton

all of the city of San Diego state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

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 5th day of October, 2018.



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

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of October, 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
Member, Pennsylvania Association of Notaries

By: [Signature]
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 The Ohio Casualty Insurance Company, Liberty Mutual 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 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 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, 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-in-fact 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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 10th day of April, 2019.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

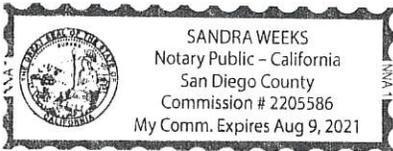
County of San Diego

On April 12, 2019 before me, Sandra Weeks, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Austin Cameron Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sandra Weeks Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Austin Cameron Signer's Name: N/A

Corporate Officer - Title(s): President

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other:

Signer is Representing: TC Construction Co, Inc

## CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: TC Construction Company, Inc.

Certified By Austin Cameron Title President

Name



Signature

Date 4-29-19

**USE ADDITIONAL FORMS AS NECESSARY**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name	TC Construction Company, Inc.	DBA	
Street Address	10540 Prospect Ave	City Santee	State CA
			Zip 92071
Contact Person, Title	Austin Cameron, President	Phone 619-448-4560	Fax 619-448-3341

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:

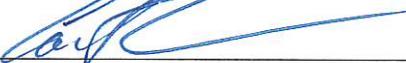
- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Name	Austin Cameron	Title/Position President
City and State of Residence	Employer (if different than Bidder/Proposer)	
	El Cajon CA	
Interest in the transaction	40% Owner	

Name	Chad Cameron	Title/Position Owner
City and State of Residence	Employer (if different than Bidder/Proposer)	
	El Cajon, CA	
Interest in the transaction	20% Owner	

**\* 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.

Austin Cameron, President		4-29-19
Print Name, Title	Signature	Date

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

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name	TC Construction Company, Inc.	DBA	
Street Address	10540 Prospect Ave	City Santee	State CA
			Zip 92071
Contact Person, Title	Austin Cameron, President	Phone 619-448-4560	Fax 619-448-3341

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	Jeep Tharp	Title/Position	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)		
	Alpine, CA		
Interest in the transaction	10% Owner		

Name	Bobby Kostryka	Title/Position	Owner
City and State of Residence	Employer (if different than Bidder/Proposer)		
	El Cajon, CA		
Interest in the transaction	10% Owner		

**\* 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.

Austin Cameron, President		4-29-19
Print Name, Title	Signature	Date

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

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

Legal Name	TC Construction Company, Inc.	DBA	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title	Phone	Fax	
Austin Cameron, President	619-448-4560	619-448-3341	

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
Terry Cameron	CEO

City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon CA	

Interest in the transaction
10% Owner

Name	Title/Position
Jack Gieffels	Secretary / Treasurer

City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	

Interest in the transaction
10% Owner

### \* 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.

Austin Cameron, President		4-29-19
Print Name, Title	Signature	Date

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

**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: _____ Address: _____ City: _____ State: <u>          N/A          </u> Zip: _____ Phone: _____ Email: _____	N/A	N/A	N/A	N/A
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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



**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

4/15/19  
\_\_\_\_\_  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

**B. BIDDER'S QUESTIONS**

Q1. On this project, sheets 45 thru 48 have the following note, but it doesn't explain where that is at or what it means. Can we get an explanation of this and possible where it would be applied:

THE SOIL SHOULD BE COMPACTED AND 3" OF GRAVEL OR WOOD CHIPS SHOULD BE DEPOSITED OVER THE AREA OF DISTURBANCE ALONG QUINCE ST. AFTER WORK IS COMPLETED.

A1. On plan sheet 45 the above note has been deleted.

On plan sheets 46 thru 48, replace the following note:

THE SOIL SHOULD BE COMPACTED AND 3" OF GRAVEL OR WOOD CHIPS SHOULD BE DEPOSITED OVER THE AREA OF DISTURBANCE ALONG QUINCE ST. AFTER WORK IS COMPLETED.

WITH

TRENCH COMPACTION TO BE DONE PER SDS-110, WITH A MINIMUM OF 3" THICK GRAVEL OR WOOD CHIPS COVER TO BE DEPOSITED OVER THE UNPAVED AREA OF DISTURBANCE (WIDTH OF THE TRENCH) ALONG QUINCE ST AFTER WORK IS COMPLETED.

Note: Please see attached revised plans in this Addendum.

Q2. It appears that the sheet #59 that was supposed to have the "City Work" was not completed. The phasing is shown (but not correctly), but the City Work is not shown at all. Will the City put out a new completed sheet showing the Cities work?

A2. Bid as is.

Q3. When doing replumbs in the past there has been detail sheets included with the bid highlighting concrete and other improvements in the properties that will get the replumb. I have noticed on this project and the Crown Point West project, that the city no longer supplies this information. Does the City of SD have Access Permission Agreements in place? How can the City expect the contractor to cover all these units without necessary information?

A3. Refer to Appendix L, Water and Sewer Lateral with Private Replumbing pages 257 through 318.

Q4. a) On this project, on sheet #62, the resurfacing is all put into this one exhibit. I have multiple questions on different line items, etc., but what we need to know is the exhibit up to date, and is it to be followed as shown?

b) The issue is, for instance, the notes on the plan sheet show "Replace Cross Gutter". Now, does that mean that we are replacing the entire cross gutter when this is called out, even though we normally would just replace one of the two panels of the cross gutter.

c) Another example, the exhibit shows slurry or overlay, but it stops short of the plans. The plans show the pipe going further than the exhibit shows, so no direction is shown on resurfacing. So does that indicate that the balance of the trench repair for the main is to be T-Cap, per SDG-107?

d) Another one is specific, on the exhibit it shows Item #30 as replacing the concrete full width, but the plans do not show any direction on full width replacement. Are we to follow the exhibit and replace all the concrete in the intersection?

Please give a definitive answer because this exhibit has seven specific question I could ask for this sheet alone.

A4. a) The exhibit is up to date, bid as is.

b) On this item it is the contractor's responsibility prior to placing a bid to walk the job site and visually determine the conditions of each crosswalk and the impact they will have after construction activities and bid accordingly.

- c) The exhibit only shows the approximate limits of the slurry or overlay work, the contractor shall coordinate with the Resident Engineer to determine if the slurry or overlay work shall be extended to match the limits of the extended pipe
- d) Item #30 only shows to replace the half width of 47th Street which includes the affected concrete panels along the proposed pipe up to the limits of the slurry seal on Dwight Street and limits of overlay on Myrtle Avenue as shown in the exhibit.

Q5. Bid Item #75 is for (20) Trenchless Water Service. In the Whitebook, under 306-15.8, the spec section referenced in the bid schedule (attached); the spec calls out that if the trenchless method becomes infeasible, then the work would be done open trench and be paid under "water service". That is not the case here because bid items for the Replumbs (Bid Item #78-#138) have been set up for those replumbs, correct? So, how would the application of Item #75 be handled; if the work of one of these replumbs after investigation, appears to need trenchless, if trenchless is performed, and then it is paid by the trenchless item only? Or is the trenchless added to the bid item #78-#138?

Very important question because there are quite a few of these replumbs (60), and some will be bid using trenchless already, possibly for the same bid quantity So would those get paid at there bid price? And if so, how would we ever need bid item #75, or how would it be applied?

A5. If trenchless method is performed for the water service replumb work within private property limits, the Bid item for "Trenchless Water Service" will be used for payment instead. The contractor shall evaluate the existing condition(s) and shall choose the most suitable construction method that won't affect the integrity of the existing structure(s) at no additional cost to the City.

Q6. Bid Item #135 is labeled wrong. The actual street address is 3042, not the 3062 in your bid schedule. There isn't a 3062 on that street. Can the City correct that oversight, please?

A6. Bid Item # 135 labeled incorrectly has been revised in this Addendum.

- Q7. a) Bid Item #69 and #78 appear to be duplicates. The identification for #69 is not clear but it is the same address as Item #78.
- b) Also, on sheet 45 of the plans it shows 3 water replumbs, but they are not on the Bid list.

Can the city address these issues please?

- A7. a) Bid items 69 and 78 are for the same property but are for different services. Number 69 is for a fire service/backflow preventer while number 78 is for water service to the property.
- b) 3 water replumbing items have been added to the Cost Estimate and reflected in Item C, Additional Changes of this Addendum.

Q8. Bid Item 75 : Trenchless Water Service ( 1 inch ) cannot find on plans.

A8. See answer to Q5 in this Addendum

Q9. Section 306-8.8.4.1.3 Permits, Please provide the executed replumbing agreements with the property owners.

A9. Will be provided at pre-con meeting

### C. NOTICE INVITING BIDS

1. To Item 3, Estimated Construction Cost, page 4, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**3. ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$14,300,000.**

### D. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **~~Stricken out.~~**

Section	Item Code	Description	UoM	Qty	Payment Reference
Main Bid	237110	Water Main (12 Inch)	LF	<del>873</del> 874	306-15.1
Main Bid	237110	Water Main (8 Inch, Fusible Pressure PVC, DR-14)	LF	<del>1045</del> 1046	306-15.1
Main Bid	237110	<del>Fire Service Connection and Backflow Preventer (2 Inch) 3022 45th St.</del> Fire Service Connection and Backflow Preventer (D1292 inch) 3022 45th St.	EA	1	306-15.6
<del>Main Bid</del>	237110	<del>Fire Service Connection (6 Inch)</del>	EA	2	306-15.6
<del>Main Bid</del>	237110	<del>Fire Service Connection (4 Inch)</del>	EA	1	306-15.6
Main Bid	237110	<del>Water Service with Private Replumbing (1 inch) 3042 44th St.</del> Water Service with Private Replumbing (1 inch) 3062 44th St	LS	1	306-15.8

<b>Section</b>	<b>Item Code</b>	<b>Description</b>	<b>UoM</b>	<b>Qty</b>	<b>Payment Reference</b>
<u>Main Bid</u>	<u>237110</u>	<u>Water Service with Private Replumbing (1 inch) 3022 Chamoune Ave</u>	<u>LS</u>	<u>1</u>	<u>306-15.8</u>
<u>Main Bid</u>	<u>237110</u>	<u>Water Service with Private Replumbing (1 inch) 3012 Chamoune Ave</u>	<u>LS</u>	<u>1</u>	<u>306-15.8</u>
<u>Main Bid</u>	<u>237110</u>	<u>Water Service with Private Replumbing (1 inch) 3006 Chamoune Ave</u>	<u>LS</u>	<u>1</u>	<u>306-15.8</u>
<u>Additive Alternate A</u>	237110	High-lining Installation by the Contractor	LF	27100	901-1.3
<u>Additive Alternate A</u>	237110	Furnished Materials for Contractor High-line Work	LF	27100	900-1.2
<u>Additive Alternate B</u>	237110	Connections to The Existing System by Contractor (8 Inch through 12 Inch)	EA	21	901-2.5

Section	Item Code	Description	UoM	Qty	Payment Reference
<u>Additive</u> <u>Alternate</u> B <u>Alternate</u> B	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	EA	6	901-2.5
<u>Additive</u> <u>Alternate</u> B <u>Alternate</u> B	237110	Cut-in Cross by Contractor (8 Inch through 12 Inch)	EA	2	901-2.5
<u>Additive</u> <u>Alternate</u> B <u>Alternate</u> B	237110	Cut and Plug by Contractor	EA	21	901-2.5

- E. To Plan sheets **39334-01-D, 39334-45-D** through **39334-48-D, DELETE** in their entirety and **REPLACE** with pages 10 through 14 of this Addendum.

James Nagelvoort, Director  
Public Works Department

Dated: *April 19, 2019*  
San Diego, California

JN/MJN/lad

# AC WATER AND SEWER GROUP 1013

## CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- LOCATE AND RECONNECT ALL SEWER LATERALS. LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. LATERAL RECORDS ARE AVAILABLE TO THE CONTRACTOR AT THE WATER DEPARTMENT, 2797 CAMINITO CHOLLAS. LOCATE THE IMPROVEMENTS THAT WILL BE AFFECTED BY LATERAL REPLACEMENTS.
- EXCAVATE AROUND WATER METER BOX (CITY PROPERTY SIDE) TO DETERMINE IN ADVANCE, THE SIZE OF EACH SERVICE BEFORE TAPPING MAIN.
- CITY FORCES, WHEN SPECIFIED OR SHOWN ON THE PLANS, WILL MAKE PERMANENT CUTS & PLUGS AND CONNECTIONS.
- KEEP EXISTING MAINS IN SERVICE IN LIEU OF HIGH-LINING, UNLESS OTHERWISE SPECIFIED SHOWN ON PLANS.
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 5-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.
- ALL ADVANCE METERING INFRASTRUCTURE (AM) DEVICES ATTACHED TO THE WATER METER OR LOCATED IN OR NEAR WATER METER BOXES, COFFINS, OR VAULTS SHALL BE PROTECTED AT ALL TIMES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- FOR COORDINATION OF THE SHUTDOWN OF TRANSMISSION MAINS (16 INCHES AND LARGER), CONTACT THE CITY'S SENIOR WATER DISTRIBUTION OPERATIONS SUPERVISOR AT (619) 527-7438. FOR COORDINATION OF THE SHUTDOWN OF DISTRIBUTION MAINS (LESS THAN 16 INCHES), CONTACT THE CITY'S WATER OPERATIONS DISTRICT MANAGER AT (619) 527-3945.
- PROVIDE A CORROSION PREVENTATIVE COATING ON ALL BURIED DUCTILE IRON PIPE AND FITTINGS INCLUDING ALL BENDS, TEES, CROSSES, FLEX COUPLINGS, FLANGE BOLTS, AND VALVES. THE COATING (EPOXY, FUSION BONDED EPOXY, WAX TAPE (RECOMMENDED), OR POLYURETHANE) SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (WHITE BOOK) PART 209-1.1.2 IF USING WAX TAPE, OVERLAP EXISTING METALLIC PIPING BY 12 INCHES ON EACH SIDE. IF NEW METALLIC FITTING CONNECTS TO EXISTING METALLIC PIPING ON EACH SIDE, INSTALL EXOTHERMICALLY WELDED BOND CABLES PER SDW-122. IF ANY PIPE MATERIALS ARE CHANGED TO METALLIC PIPE DURING THE DESIGN DEVELOPMENT OR CONSTRUCTION PHASE, A NEW REVIEW CYCLE BY THE CITY'S CORROSION DEPARTMENT WILL BE REQUIRED.

## CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 2.2  
HYDROLOGIC UNIT/ WATERSHED PUEBLO SAN DIEGO/SAN DIEGO BAY  
HYDROLOGIC SUBAREA NAME & NO. CHOLLAS 908.22
- 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-DWO AS AMENDED BY ORDER 2010-0014-DWO AND 2012-0006-DWO  
TRADITIONAL RISK LEVEL  1  2  3  
LUP: RISK TYPE  1  2  3
- CONSTRUCTION SITE PRIORITY  
 ASBS  HIGH  MEDIUM  LOW

## ABBREVIATIONS

ABAND	ABANDON	EL, ELEV	ELEVATION	OVDH	OVER HEAD
ABAND'D	ABANDONED	ELEC	ELECTRIC	PROP	PROPOSED
AC	ASBESTOS CEMENT PIPE	EX, EXIST	EXISTING	RE	RESIDENT ENGINEER
AHD	AHEAD	E/O	EAST OF	RED	REDUCER
ASSY	ASSEMBLY	F	FLANGE	RT	RIGHT
BFV	BUTTERFLY VALVE	FH	FIRE HYDRANT	S	SURVEY LINE
BK	BACK	FS	FIRE SERVICE	SO	STUB OUT
BTWN	BETWEEN	GV	GATE VALVE	S/O	SOUTH OF
CATV	CABLE TV	HDPE	HIGH-DENSITY POLYETHYLENE	SWR	SEWER
CI	CAST IRON PIPE	HP	HIGH PRESSURE	TEL	TELEPHONE
C	CENTER LINE	IE	INVERT ELEVATION	UNK	UNKNOWN
COND	CONDUIT	LT	LEFT	VC	VITRIFIED CLAY PIPE
CONT	CONTINUED	MJ	MECHANICAL JOINT	WM	WATER METER
CONTR	CONTRACTOR	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM	WTR	WATER
CU	COPPER	MTD	MULTIPLE TELEPHONE DUCT	W/O	WEST OF
DB	DIRECT BURIED	N/O	NORTH OF		
DI	DUCTILE IRON				
EB	ENCASED BURIED				

## SHEET INDEX

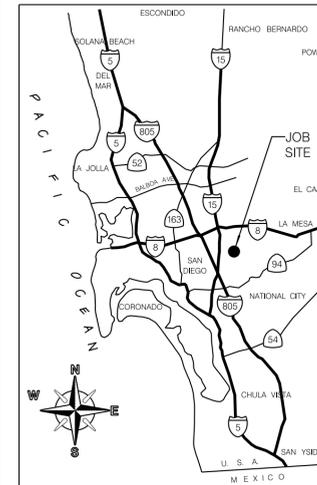
SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
01	G-1	COVER SHEET				
02	G-2	KEY MAP				
<b>WATER</b>						
03	C-1	DWIGHT STREET	ALLEY BLK A TO MENLO ST	8	PVC	700.00
04	C-2	DWIGHT STREET	E/O MENLO ST TO EUCLID AVE	8	PVC	488.53
05	C-3	ALLEY BLK 8	DWIGHT ST TO MYRTLE AVE	8	PVC	617.35
06	C-4	CHAMOUNE AVENUE	DWIGHT ST TO MYRTLE AVE	8	PVC	683.18
07	C-5	MYRTLE AVENUE	CHAMOUNE AVE TO ALLEY BLK 8	8	PVC	522.64
08	C-6	ALLEY BLK 1	DWIGHT ST TO N/O MYRTLE AVE	8	PVC	96.16
		46TH STREET	DWIGHT ST TO N/O MYRTLE AVE	8	PVC	334.96
09	C-7	ALLEY BLK 2	DWIGHT ST TO N/O MYRTLE AVE	8	PVC	445.01
10	C-8	ALLEY BLK 3	DWIGHT ST TO MYRTLE AVE	8	PVC	631.4
11	C-9	47TH STREET	DWIGHT ST TO MYRTLE AVE	8	PVC	600.00
12	C-10	MYRTLE AVENUE	MYRTLE AVE TO N/O THORN ST	8	PVC	298.88
		ALLEY BLK 4	47TH ST TO W/O EUCLID AVE	8	PVC	159.68
13	C-11	ALLEY BLK 4	DWIGHT ST TO S/O MYRTLE ST	8	PVC	540.28
14	C-12	ALLEY BLK 5	MYRTLE AVE TO THORN ST	8	PVC	502.90
15	C-13	ALLEY BLK 8	MYRTLE AVE TO S/O THORN ST	8	PVC	750.00
16	C-14	ALLEY BLK 9	S/O THORN ST TO S/O REDWOOD ST	8	PVC	650.00
17	C-15	ALLEY BLK 16	REDWOOD ST TO QUINCE ST	8	PVC	497.06
18	C-16	ALLEY BLK 7	MYRTLE AVE TO S/O THORN ST	8	PVC	294.83
19	C-17	ALLEY BLK 10	S/O THORN ST TO S/O REDWOOD ST	8	PVC	700.00
20	C-18	ALLEY BLK 15	S/O REDWOOD ST TO QUINCE ST	8	PVC	517.12
21	C-19	MENLO AVENUE	THORN ST TO S/O MYRTLE AVE	8	PVC	600.00
22	C-20	MENLO AVENUE	THORN ST TO REDWOOD ST	8	PVC	700.00
		ALLEY BLK II	REDWOOD ST TO QUINCE ST	8	PVC	292.83
23	C-21	ALLEY BLK II	THORN ST TO N/O REDWOOD ST	8	PVC	393.44
24	C-22	THORN STREET	E/O 43RD ST TO E/O HIGHLAND AVE	12	PVC	239.89
25	C-23	THORN STREET	HIGHLAND ST TO E/O CHAMOUNE AVE	8	PVC	560.11
26	C-24	THORN STREET	E/O CHAMOUNE AVE TO ALLEY BLK I	8	PVC	700.00
27	C-25	ALLEY BLK I	THORN ST TO REDWOOD ST	8	PVC	764.58
28	C-26	44TH STREET	REDWOOD ST TO S/O THORN ST	8	PVC	664.62
		ALLEY BLK 2	REDWOOD ST TO N/O QUINCE ST	8	PVC	300.00
29	C-27	ALLEY BLK 2	THORN ST TO REDWOOD ST	8	PVC	400.00
30	C-28	ALLEY BLK 6	S/O REDWOOD ST TO N/O QUINCE ST	8	PVC	384.02
31	C-29	HIGHLAND AVENUE	THORN ST TO N/O REDWOOD AVE	8	PVC	414.47
32	C-30	ALLEY BLK 3	THORN ST TO REDWOOD ST	8	PVC	425.78
33	C-31	45TH STREET	THORN ST TO REDWOOD ST	8	PVC	594.40
34	C-32	ALLEY BLK 4	REDWOOD ST TO QUINCE ST	8	PVC	539.95
35	C-33	ALLEY BLK 8	THORN ST TO REDWOOD ST	8	PVC	666.69
		FAIRMOUNT AVENUE	REDWOOD ST TO QUINCE ST	8	PVC	379.00
36	C-34	FAIRMOUNT AVENUE	REDWOOD ST TO S/O QUINCE ST	12	PVC	634.10
37	C-35	FAIRMOUNT AVENUE	REDWOOD ST TO S/O QUINCE ST	8	PVC	65.90
38	C-36	COLUMBINE STREET	S/O QUINCE ST TO COLUMBINE ST	8	PVC	830.79
39	C-37	COLUMBINE STREET	PEPPER DR TO W/O FAIRMOUNT AVE	8	PVC	700.00
40	C-38	44TH STREET	ALLEY BLK 5 TO ALLEY BLK 6	8	PVC	339.57
41	C-39	OLIVE STREET	W/O FAIRMOUNT AVE	8	PVC	222.04
42	C-40	SYCAMORE DRIVE	OLIVE ST TO MAPLE ST	8	PVC	668.49
43	C-41	46TH ST	FAIRMOUNT AVE TO HIGHLAND AVE	8	PVC	756.41
44	C-42	ALLEY BLK I	NE/O SNOWDROP ST	8	PVC	472.63
		REDWOOD ST	MYRTLE AVE TO THORN ST	8	PVC	678.57
45	C-43	CHAMOUNE AVENUE	S/O DWIGHT ST TO MYRTLE AVE	8	PVC	290.10
46	C-44	QUINCE STREET	45TH ST TO CHAMOUNE AVE	8	PVC	365.50
47	C-45	QUINCE STREET	S/O QUINCE ST	8	PVC	792.99
48	C-46	QUINCE STREET	ALLEY BLK 16 TO 47TH ST	8	PVC	683.58
		ALLEY BLK 2	FAIRMOUNT AVE TO E/O HIGHLAND AVE	8	PVC	510.39
		ALLEY BLK 2	W/O HIGHLAND AVE TO CHAMOUNE AVE	8	PVC	129.96
<b>SEWER</b>						
49	C-47	ALLEY BLK 2 - MYRTLE AVE	S/O DWIGHT ST TO N/O MYRTLE AVE - E/O CHAMOUNE AVE TO 46TH ST	8	PVC	401.65
50	C-48	MENLO AVE	S/O MYRTLE TO N/O REDWOOD ST	8	REHAB	74.51
51	C-49	BLOCK II - THORN ST	S / O THORN ST BETWEEN MENLO AVE & ALLEY BLK II/ALLEY BLK 7 TO MENLO AVE	8	REHAB	422.65
52	C-50	MENLO AVE	S/O THORN ST TO N/O QUINCE ST	8	PVC	188.26
53	C-51	BLK 2	HIGHLAND AVE TO ALLEY BLK 2	8	REHAB	659.42
54	C-52	ALLEY BLK 2	S/O THORN ST & N/O REDWOOD ST	8	REHAB	345.13
55	C-53	QUINCE STREET	HIGHLAND AVE TO 44TH ST	8	PVC	386.19
56	C-54	SYCAMORE DRIVE	NE/O SNOWDROP ST	8	PVC	133.48
57	C-55	MYRTLE AVE, ALLEY BLK 8	HIGHLAND AVE TO 44TH ST	8	PVC	337.84
58	C-56	SEWER AND WATER ABANDONMENT	NE/O SNOWDROP ST	8	PVC	478.73
59	C-57	WORK BY CITY FORCES	CHAMOUNE AVE TO THORN ST	8	PVC	760.30
60	C-58	BATCH WATER DISCHARGE PLAN				TOTAL WATER 27,588.04
61	C-59	SURVEY MONUMENT SHEET				SEWER 3,307.91
62	C-60	STREET RESURFACING				SEWER REHAB 1,228.48
63	C-61	CURB RAMP LOCATIONS				TOTAL SEWER 4,536.39
64	C-62	CURB RAMP LOCATIONS				
65-76	C-63 TO C-74	CURB RAMP DETAILS				

## DISCIPLINE CODE

- G GENERAL
- C CIVIL

## WORK TO BE DONE

CONSTRUCTION CONSISTS OF THE INSTALLATION OF 12-INCH AND 8-INCH WATER MAIN, FIRE HYDRANTS, WATER SERVICES AND WATER SERVICES REPLUMBS, 8-INCH SEWER MAIN, SEWER MANHOLES, SEWER CLEANOUTS, SEWER LATERALS AND REHABILITATION OF 8-INCH VC SEWER MAINS, SEWER MANHOLES, SEWER LATERALS, TRENCH SHORING, TRAFFIC CONTROL, PAVEMENT RESURFACING, CURB RAMPS, AND ALL OTHER WORK AND APPURTENANCES IN ACCORDANCE WITH THESE SPECIFICATIONS AND DRAWINGS NUMBERED 39334-01-D THROUGH 39334-76-D



VICINITY MAP  
NOT TO SCALE

## FIELD DATA

BENCHMARK: NWBP 46TH/HOME (179.109)  
FIELD NOTES: 206-1737, B-15147, B-15156  
DATUM: MEAN SEA LEVEL  
STREETS REQUIRING 12" TRENCH CAP:  
NONE

REFERENCES:  
MAPS: 947,956,1007,1027,1028,1175,1337,1490,1561,1625,1696,1898,1925, 3890,541,1059,1502  
ROS: 8813,8965,9527,9850,10514,14819,14760,17106,18606,21397,22155 PM, 4638,6936,9370,13919,13189,15861,17638,18624,18908,19437,19573 CR: 224,417,816,1062,1174,2155,2331,2381,2382,3473,3557,4437,4972, 6259,7281,7369,7703,8369,8998,9333,9350,10083,10144,10269,10451, 11284,11975,14729,14942,15383,16291,17181,17954,17956,18840,20312 21766,21859,22184,22285,23613,23794,24646,25678,27145,27274,27283 27690,28162,28987,29304,29568,29931,29952,29955,32053,32055,32056.  
CITY DWG: 1427-B,1448-B,2470-B,3623-B,3750-B,3786-B,4967-B, 5547-B,5687-B,6580-B,7113-B,7573-B, 8996-2-D,10318-B,10519-B, 10647-B,10508-L, 13520-B,15522-B,14032-B,14178-B, 14182-B,14807-B, 14829-B,14977-B,15359-B,16697-D,18416-D,28053-D  
TPS: 3508,3509,3616,3626,3627,3628,3636,3637,3638

BASIS OF BEARINGS/COORDINATES:  
The Basis of Bearings for this project was derived from a previous STATIC GPS Survey, using as shown on ROS 14492 NAD 83, Zone 6 (epoch 91.35). Utilizing RTK/GPS field procedures with a CALVRS broadcast of 2014 and constraining to GPS Pt 169 and GPS 17 IE: N41°02'31"W  
BENCH: SEBP 45th St and Redwood St Elev=302.264 MSL. Based on NGVD 29 FEET as shown in the City of San Diego Bench Book.

## EXISTING STRUCTURES

- EX WATER MAIN & VALVES
- EX WATER METER
- EX FIRE HYDRANT
- EX SEWER MAIN & MANHOLES
- EX DRAINS
- EX PAVEMENT (PROFILE)
- EX TRAFFIC SIGNAL
- EX STREET LIGHT
- GAS MAIN
- ELEC. COND., TEL. COND., CATV

## LEGEND

IMPROVEMENTS	REFERENCE	SYMBOL
TRENCH RESURFACING	SDG-107, SDG-108	---
SEWER MAIN	SDS-101, SDS-110 (TYPE C), SDS-116	---○---
SEWER MANHOLE/PVC LINED	SDS-106, SDS-107, SDS-108, SDM-113, SDS-120, M-3, SM-07	---○---
REHAB. EX. SEWER MANHOLE	SEE PLANS & SPECS	---○--- REHAB
SEWER MAIN REHAB.	SEE PLANS & SPECS	---○--- REHAB
4" SEWER LATERAL WITH C.O. UNLESS OTHERWISE SPECIFIED	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	---○--- P.L. (S)
REPLUMB SEWER LATERAL WITH C.O.	SDS-102, SDS-103, SDS-104, SDS-105, SDS-110 (TYPE C), SDS-118	---○--- P.L. (R)
SEWER LATERAL CONNECTION	SEE PLANS & SPECS	---○--- P.L. (C)
REHAB SEWER LATERAL (LINED) WITH C.O.	SEE PLANS & SPECS	---○--- P.L. (L)
CONCRETE PROTECTION FOR EXIST SEWER PIPE	SDS-116	---○---
PIPE SUPPORT FOR UNDERCUT AC WATER MAIN	SDW-162	---○---
CONCRETE ENCASEMENT	SDS-112	---○---
ABANDON EX MANHOLE	SM-08	---○---
SLURRY FILL ABANDONED SEWER MAIN CUTTING AND PLUGGING ABANDONED WATER MAIN	SEE PLANS & SPECS WP-03	---○---
SURVEY MONUMENT	M-10, M-10A, M-10B	---○---
WATER MAIN & APPURTENANCES	SDM-105, SDW-110, SDW-151, SDW-161	---○---
VALVES WITH CAPS AND WELLS	SDW-109, SDW-152, SDW-153, WV-05	---○---
FIRE SERVICE CONNECTION & ASSEMBLY	SDM-105, SDW-109, SDW-118, SDW-152, SDW-153	---○---
6" FIRE HYDRANT ASSEMBLY & MARKER 2-PORT UNLESS SPECIFIED AS 3-PORT	SDM-105, SDW-104, SDW-109, SDW-152, SDW-153	---○---
NEW 1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDW-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	---○---
1" WATER SERVICE UNLESS OTHERWISE SPECIFIED	SDM-105, SDW-107, SDW-134, SDW-135, SDW-136, SDW-137, SDW-138, SDW-149, SDW-150, WS-03	---○---
BLOW-OFF ASSEMBLY	SDM-105, SDW-106, SDW-143, SDW-144, SDW-145, SDW-146, WB-05	---○---
AIR & VACUUM VALVE	SDM-105, SDW-117, SDW-158, SDW-159, SDW-160	---○---
CUTOFF WALL	SDS-115	---○---
HIGHLINING BY CONTRACTOR	SDW-170, SDW-171, SDW-172, SDW-173, SDW-174	---○---

FOR ADDITIONAL SYMBOLS SEE RESURFACING & CURB RAMP SHEETS

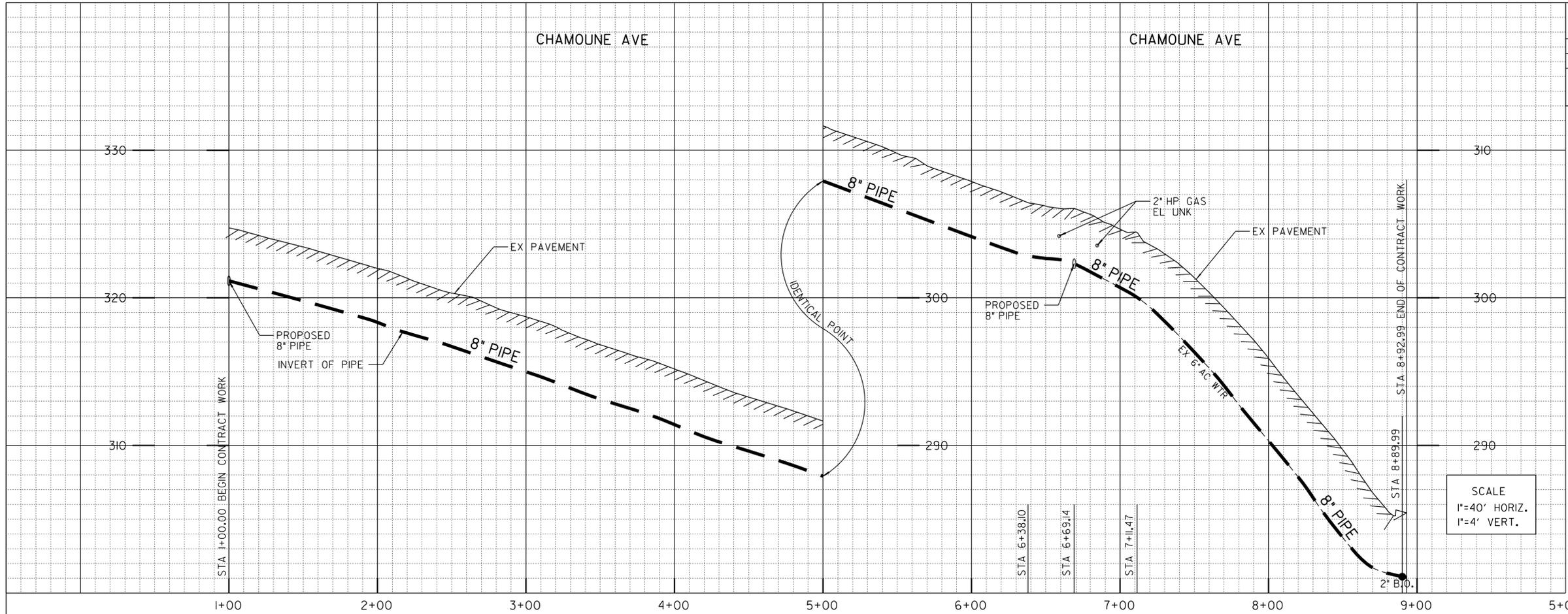
G-1

## PLANS FOR THE CONSTRUCTION OF AC WATER & SEWER GROUP 1013 COVER SHEET

CONSTRUCTION CHANGE / ADDENDUM				WARNING
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.	0 1
△	8APR2019	SHEETS 45-48		

The City of **SAN DIEGO** Public Utilities

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE CL 235 AND 305 (WATER)	-
PIPE SDR 35 AND SDR 26	



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA 1+00.00	STA 8+92.99	792.99

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP)

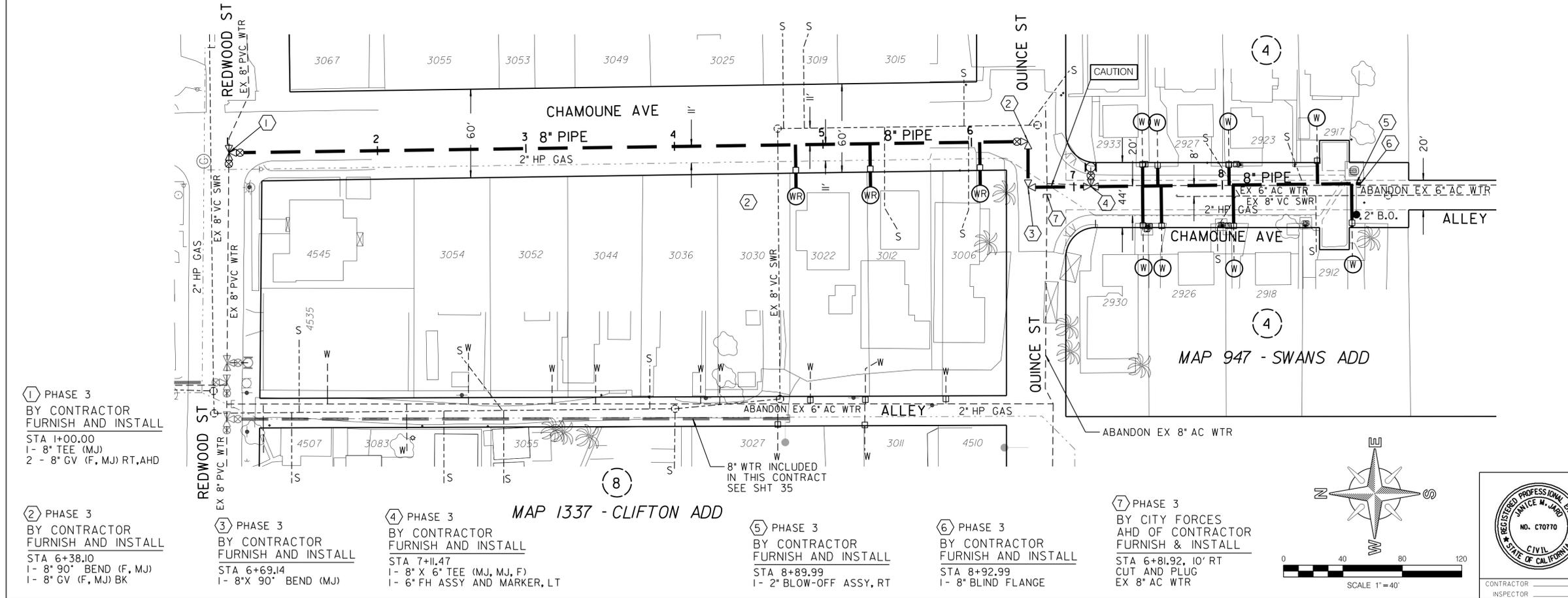
PRINCIPLE SETTING OUT LINE FOR Sheet 45

POINT CHAINAGE (ft) NORTHING (ft) EASTING (ft)  
 ELEMENT LENGTH (ft) WCB (0°00'00")  
 (STRAIGHT) WCB (0°00'00")  
 (R=STARTING ANGLE) (R=END ANGLE)  
 POB 1+00.00 1849492.22 6301334.83  
 STRAIGHT 538.10 179°49'30.53"  
 PI 6+38.10 1848954.12 6301336.47  
 STRAIGHT 31.05 270°35'30.12"  
 PI 6+69.14 1848954.44 6301305.43  
 STRAIGHT 42.32 180°00'00.00"  
 PI 7+11.47 1848912.12 6301305.43  
 STRAIGHT 178.53 180°00'00.00"  
 PI 8+89.99 1848733.59 6301305.43  
 STRAIGHT 3.00 180°00'00.00"  
 POE 8+92.99 1848730.59 6301305.43

THE SOIL SHOULD BE COMPACTED AND 3' OF GRAVEL OR WOOD CHIPS SHOULD BE DEPOSITED OVER THE AREA OF DISTURBANCE ALONG QUINCE ST AFTER WORK IS COMPLETED

CONTRACTOR'S NOTE:  
 USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES

HIGHLINING NOTE:  
 CHAMOUNE ST SHALL BE HIGHLINED BY CITY FORCES PRIOR TO CONSTRUCTION. CITY TO FURNISH HIGHLINING MATERIAL AND TRANSFER SERVICES



REFERENCE:  
 WATER: I7582-D  
 SEWER: 6788-D  
 STORM DRAIN: N/A  
 GAS: I6102-I18830, -I18835  
 ELECTRIC: I6102-I18830, -I18835  
 CABLE TV: N/A  
 TELEPHONE: MS0310A.DGN  
 IMPROVEMENTS: N/A  
 100' SCALE/FIELD BOOK: J20S  
 THOMAS BROS.: I269J7  
 HGL: 536

RETIREMENTS:  
 6" - AC - 307' - 1977  
 FH (2-PORT) - I  
 I" SERVICE - II - CU - 1977

① PHASE 3  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 1+00.00  
 1- 8" TEE (MJ)  
 2- 8" GV (F, MJ) RT, AHD

③ PHASE 3  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 6+69.14  
 1- 8" X 90" BEND (MJ)

④ PHASE 3  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 7+11.47  
 1- 8" X 6" TEE (MJ, MJ, F)  
 1- 6" FH ASSY AND MARKER, LT

⑤ PHASE 3  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 8+89.99  
 1- 2" BLOW-OFF ASSY, RT

⑥ PHASE 3  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 8+92.99  
 1- 8" BLIND FLANGE

⑦ PHASE 3  
 BY CITY FORCES  
 AHD OF CONTRACTOR  
 FURNISH & INSTALL  
 STA 6+81.92, 10' RT  
 CUT AND PLUG  
 EX 8" AC WTR

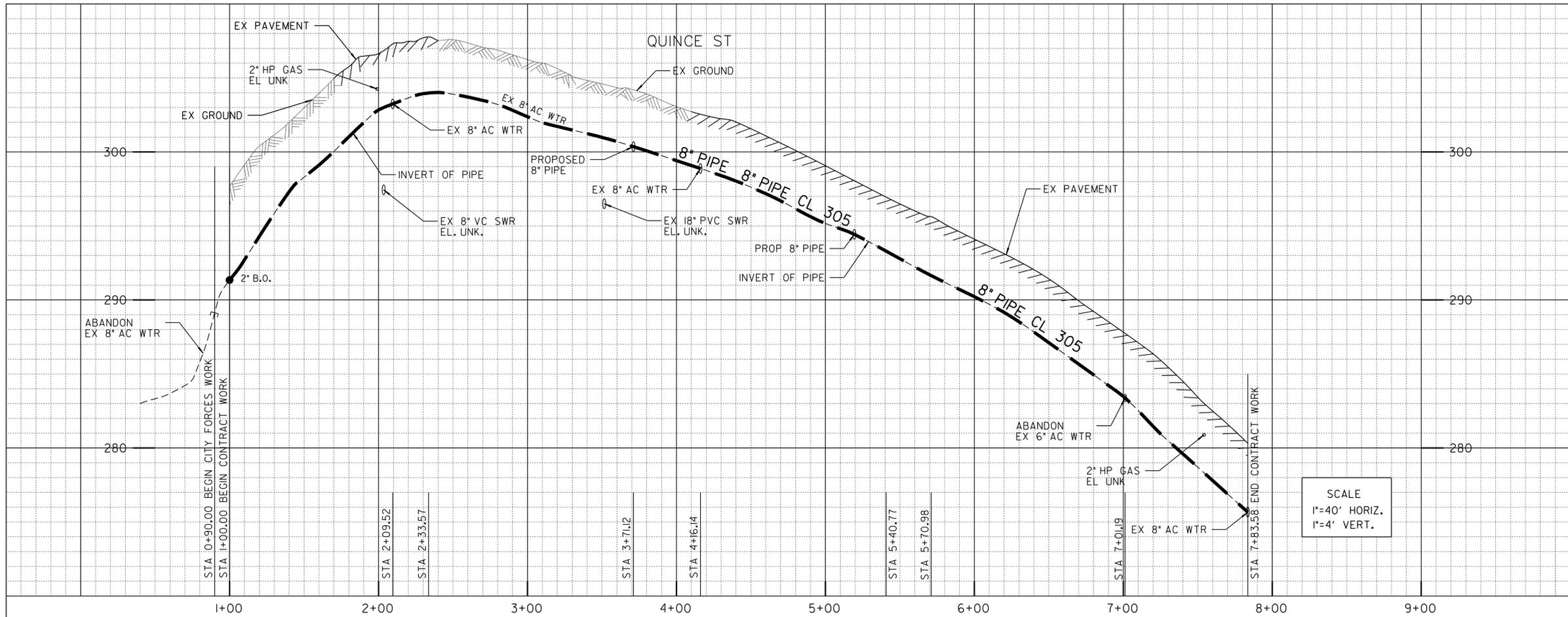
C-43

AC WATER AND SEWER GROUP 1013  
 CHAMOUNE AVE  
 SO QUINCE ST

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 45 OF 76 SHEETS		WATER WBS B-15156 SEWER WBS B-15147
APPROVED FOR CITY ENGINEER JANICE JARO	DATE 03/05/2019 70770	DESIGNED BY ROBERTO VEJAR-PARRA PROJECT MANAGER
DESCRIPTION ORIGINAL	BY BM/JM	DATE
ADDENDUM A	BY BM/JM	DATE
CONTRACTOR INSPECTOR		DATE STARTED DATE COMPLETED

1850-6297  
CCS83 COORDINATE

39334-45-D



PRINCIPLE SETTING OUT LINE FOR Sheet 46

POINT CHAINAGE (ft) NORTHING (ft) EASTING (ft)  
 ELEMENT LENGTH (ft) WCB (0°00'00")  
 (STRAIGHT) WCB (0°00'00")  
 (R=STARTING ANGLE) (R=END ANGLE)

POB	1+00.00	184894.14	6301575.99	
		STRAIGHT	109.52	89°26'21.29"
PI	2+09.52	184894.21	6301685.51	
		STRAIGHT	24.06	89°26'21.29"
PI	2+33.57	184894.45	6301709.56	
		STRAIGHT	137.55	90°13'14.31"
PI	3+71.12	184894.92	6301847.11	
		STRAIGHT	45.02	90°11'06.66"
PI	4+16.14	184894.77	6301892.12	
		STRAIGHT	124.63	90°12'27.15"
PI	5+40.77	184894.32	6302016.76	
		STRAIGHT	30.21	90°05'33.71"
PI	5+70.98	184894.27	6302046.97	
		STRAIGHT	212.60	89°58'33.57"
PDE	7+83.58	184894.36	6302259.57	

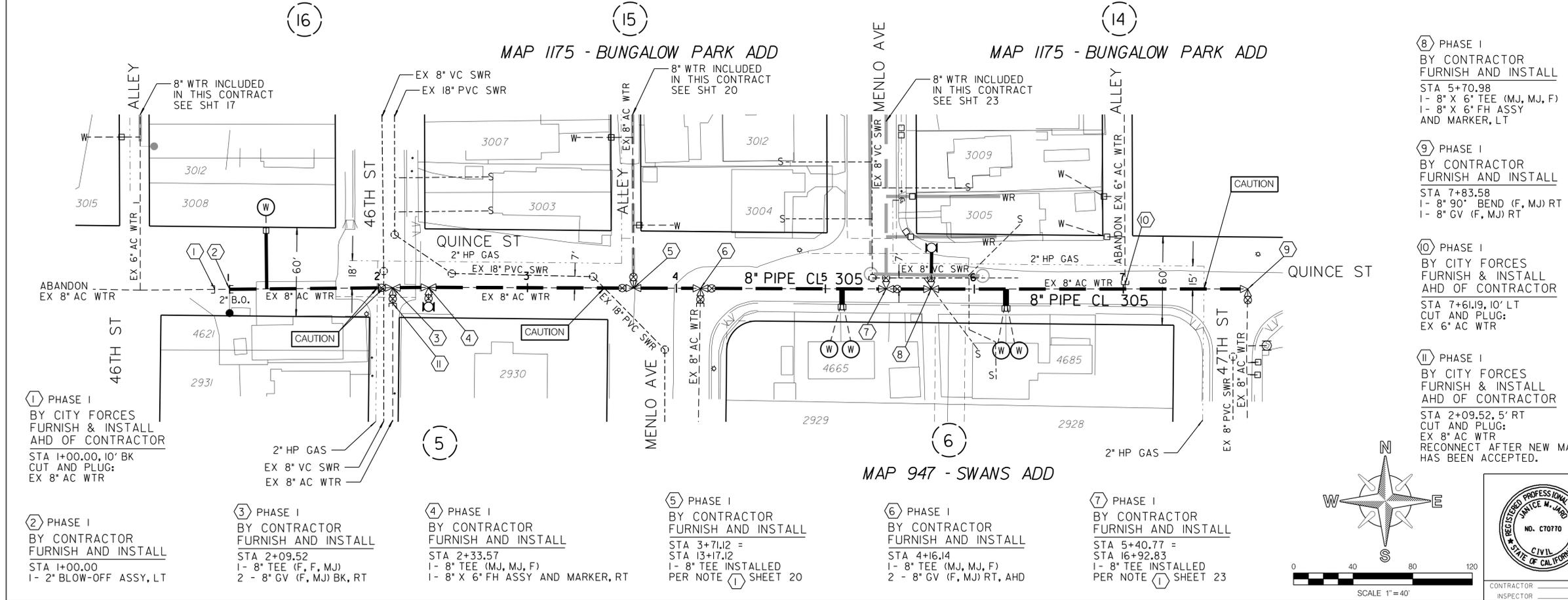
TRENCH COMPACTION TO BE DONE PER SDS-II0, WITH A MINIMUM OF 3" THICK GRAVEL OR WOOD CHIPS COVER TO BE DEPOSITED OVER THE AREA OF DISTURBANCE (WIDTH OF THE TRENCH) ALONG QUINCE ST. AFTER WORK IS COMPLETED

PROPOSED 8" SEWER INCLUDED IN THIS CONTRACT. SEE SHEET 52

CONTRACTOR'S NOTE:  
 USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.

HIGHLINING NOTE:  
 QUINCE ST SHALL BE HIGHLINED BY CITY FORCES PRIOR TO CONSTRUCTION. CITY TO FURNISH HIGHLINING MATERIAL AND TRANSFER SERVICES

SCALE  
 1"=40' HORIZ.  
 1"=4' VERT.



⑧ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 5+70.98  
 1- 8" X 6" TEE (MJ, MJ, F)  
 1- 8" X 6" FH ASSY  
 AND MARKER, LT

⑨ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 7+83.58  
 1- 8" 90° BEND (F, MJ) RT  
 1- 8" GV (F, MJ) RT

⑩ PHASE I  
 BY CITY FORCES  
 FURNISH & INSTALL  
 AHD OF CONTRACTOR  
 STA 7+61.19, 10' LT  
 CUT AND PLUG:  
 EX 6" AC WTR

⑪ PHASE I  
 BY CITY FORCES  
 FURNISH & INSTALL  
 AHD OF CONTRACTOR  
 STA 2+09.52, 5' RT  
 CUT AND PLUG:  
 EX 8" AC WTR  
 RECONNECT AFTER NEW MAIN  
 HAS BEEN ACCEPTED.

① PHASE I  
 BY CITY FORCES  
 FURNISH & INSTALL  
 AHD OF CONTRACTOR  
 STA 1+00.00, 10' BK  
 CUT AND PLUG:  
 EX 8" AC WTR

② PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 1+00.00  
 1- 2" BLOW-OFF ASSY, LT

③ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 2+09.52  
 1- 8" TEE (F, F, MJ)  
 2 - 8" GV (F, MJ) BK, RT

④ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 2+33.57  
 1- 8" TEE (MJ, MJ, F)  
 1- 8" X 6" FH ASSY AND MARKER, RT

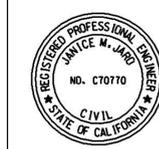
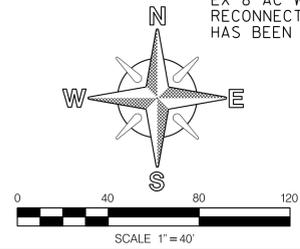
⑤ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 3+71.12 =  
 STA 13+17.12  
 1- 8" TEE INSTALLED  
 PER NOTE ① SHEET 20

⑥ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 4+16.14  
 1- 8" TEE (MJ, MJ, F)  
 2 - 8" GV (F, MJ) RT, AHD

⑦ PHASE I  
 BY CONTRACTOR  
 FURNISH AND INSTALL  
 STA 5+40.77 =  
 STA 16+92.83  
 1- 8" TEE INSTALLED  
 PER NOTE ① SHEET 23

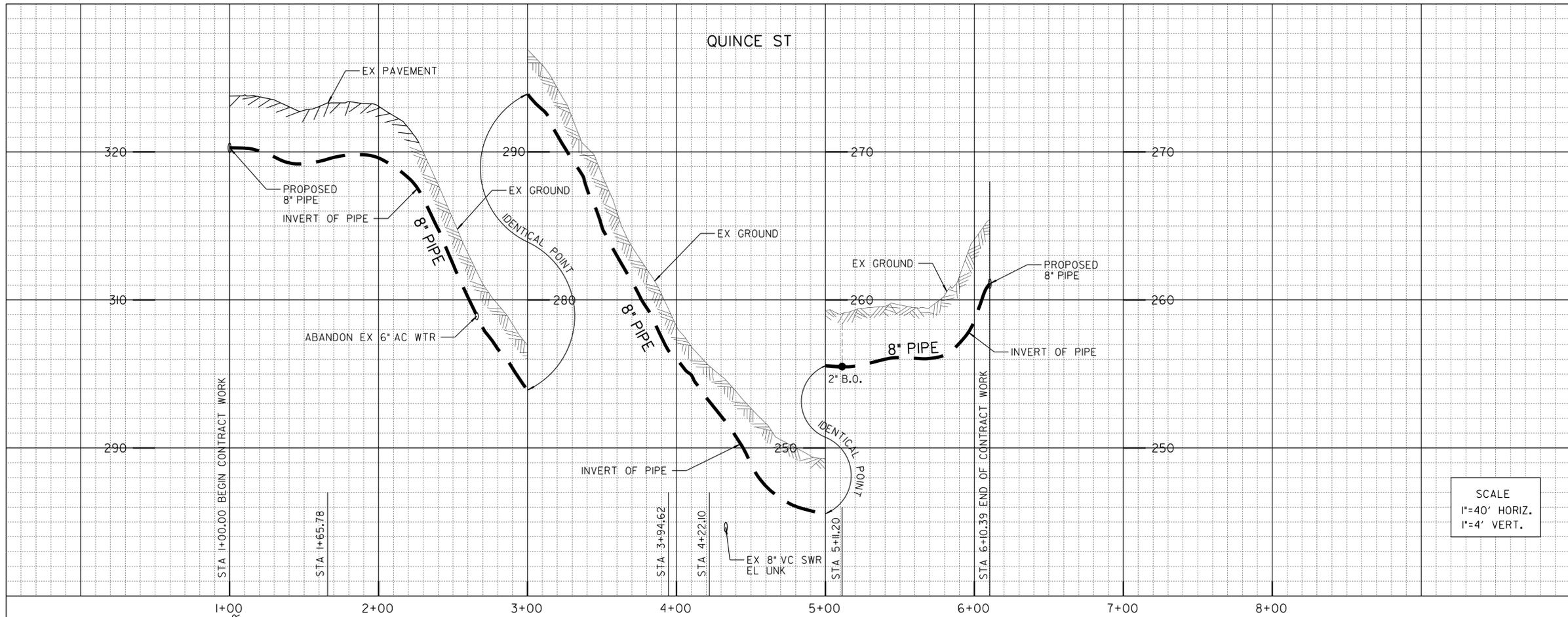
REFERENCE:  
 WATER: 14203-L, 17914-2-D  
 SEWER: 32307-6-D, 17019-I-D, 2538-D, 1794-2-D  
 STORM DRAIN: N/A  
 GAS: 16102-118835, 16110-118835  
 ELECTRIC: 16102-118835, 16110-118835  
 CABLE TV: N/A  
 TELEPHONE: MS0310A.DGN, MS0310BD.DGN  
 IMPROVEMENTS: N/A  
 100' SCALE/FIELD BOOK: J205  
 THOMAS BROS.: 1269J7  
 HGL: 536

RETIREMENTS:  
 8" - AC - 684' - 1950  
 FH (2-PORT) - 2  
 1" SERVICE - 5 - CU - 1950



AC WATER AND SEWER GROUP 1013  
 QUINCE ST  
 ALLEY BLK 16 TO 47TH ST

CITY OF SAN DIEGO, CALIFORNIA		WATER WBS	B-15156
PUBLIC WORKS DEPARTMENT		SEWER WBS	B-15147
SHEET 46 OF 76 SHEETS			
APPROVED:	03/05/2019	FOR CITY ENGINEER	DATE
FOR CITY ENGINEER	JANICE JARO	DATE	70770
PRINT NAME	JANICE JARO	DATE	70770
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	BM/JM		
ADDENDUM A	BM/JM		
DATE STARTED		DATE COMPLETED	
		1850-6297	
		CCS83 COORDINATE	
		39334-46-D	



SCALE  
1"=40' HORIZ.  
1"=4' VERT.

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA 1+00.00	STA 6+10.39	511

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP)

PRINCIPLE SETTING OUT LINE FOR Sheet 47

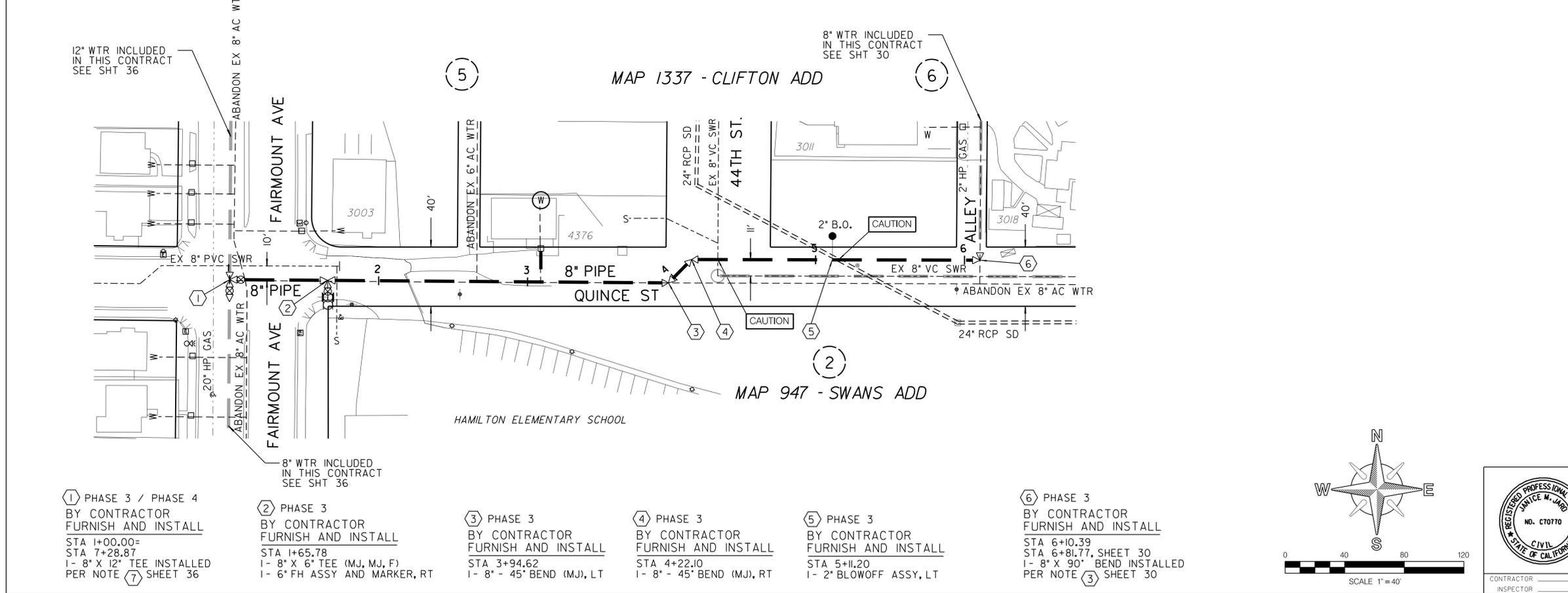
POINT CHAINAGE (ft)    NORTHING (ft)    EASTING (ft)  
ELEMENT LENGTH (ft)    WCB (0°00'00")  
(STRAIGHT)    WCB (0°00'00")  
(R=STARTING ANGLE)    (R=END ANGLE)

POB 1+00.00 1848961.35 6299963.56  
STRAIGHT 65.78 91°02'12.69"  
PI 1+65.78 1848960.16 6300029.33  
STRAIGHT 228.84 91°02'12.69"  
PI 3+94.62 1848956.01 6300258.13  
STRAIGHT 22.10 45°00'00.00"  
PI 4+16.72 1848971.64 6300273.76  
STRAIGHT 94.48 90°44'26.13"  
PI 5+11.20 1848970.42 6300368.23  
STRAIGHT 99.18 90°44'26.13"  
POE 6+10.39 1848969.14 6300467.41

TRENCH COMPACTION TO BE DONE PER SDS-110, WITH A MINIMUM OF 3" THICK GRAVEL OR WOOD CHIPS COVER TO BE DEPOSITED OVER THE AREA OF DISTURBANCE (WIDTH OF THE TRENCH) ALONG QUINCE ST. AFTER WORK IS COMPLETED

NOTE:  
PROPOSED PARALLEL 8" SEWER INCLUDED IN THIS CONTRACT, SEE SHEET 54

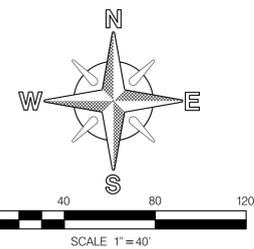
CONTRACTOR'S NOTE:  
USE EXTREME CAUTION WHEN WORKING DUE TO LOW OVERHEAD UTILITY LINES.



REFERENCE:  
WATER: 22466 1D  
SEWER: 242-D, 6788 0 D  
STORM DRAIN: 16483-2-D  
GAS: 16087-118835  
ELECTRIC: 16087-118835, 16095-118835  
CABLE TV: N/A  
TELEPHONE: MS0510B.DGN  
IMPROVEMENTS:  
100' SCALE/FIELD BOOK: J20S  
THOMAS BROS.: 1269H7  
HGL: 536

RETIREMENTS:  
8" - AC - 511' - 1954  
FH (2-PORT) - 1  
1" SERVICE - 1 - CU - 1954

- ① PHASE 3 / PHASE 4  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 1+00.00=  
STA 7+28.87  
1- 8" X 12" TEE INSTALLED  
PER NOTE ⑦ SHEET 36
- ② PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 1+65.78  
1- 8" X 6" TEE (MJ, MJ, F)  
1- 6" FH ASSY AND MARKER, RT
- ③ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 3+94.62  
1- 8" - 45° BEND (MJ), LT
- ④ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 4+22.10  
1- 8" - 45° BEND (MJ), RT
- ⑤ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 5+11.20  
1- 2" BLOWOFF ASSY, LT
- ⑥ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 6+10.39  
STA 6+81.77, SHEET 30  
1- 8" X 90° BEND INSTALLED  
PER NOTE ③ SHEET 30



AC WATER AND SEWER GROUP 1013 QUINCE ST FAIRMOUNT AVE TO EO HIGHLAND AVENUE			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 47 OF 76 SHEETS		WATER WBS B-15156 SEWER WBS B-15147	
APPROVED BY: <i>[Signature]</i> FOR CITY ENGINEER PRINT NAME: JANICE JARO DATE: 03/05/2019 DATE: 70770	ISSUED BY: ROBERTO VEJAR-PARRA PROJECT MANAGER ORDERED BY: BILL MERCER PROJECT ENGINEER	DATE STARTED: 08-08-08 DATE COMPLETED:	1850-6297 CCS83 COORDINATE 39334-47-D
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	BM/JM		
ADDENDUM A	BM/JM		

C-45

QUINCE STREET



SCALE  
1"=40' HORIZ.  
1"=4' VERT.

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS (INCLUDES MAIN, LATERALS, AND OTHER TRENCHING ACTIVITIES)		
BEGIN STATION	END STATION	APPROXIMATE LF
STA 1+00.00	STA 2+29.96	130

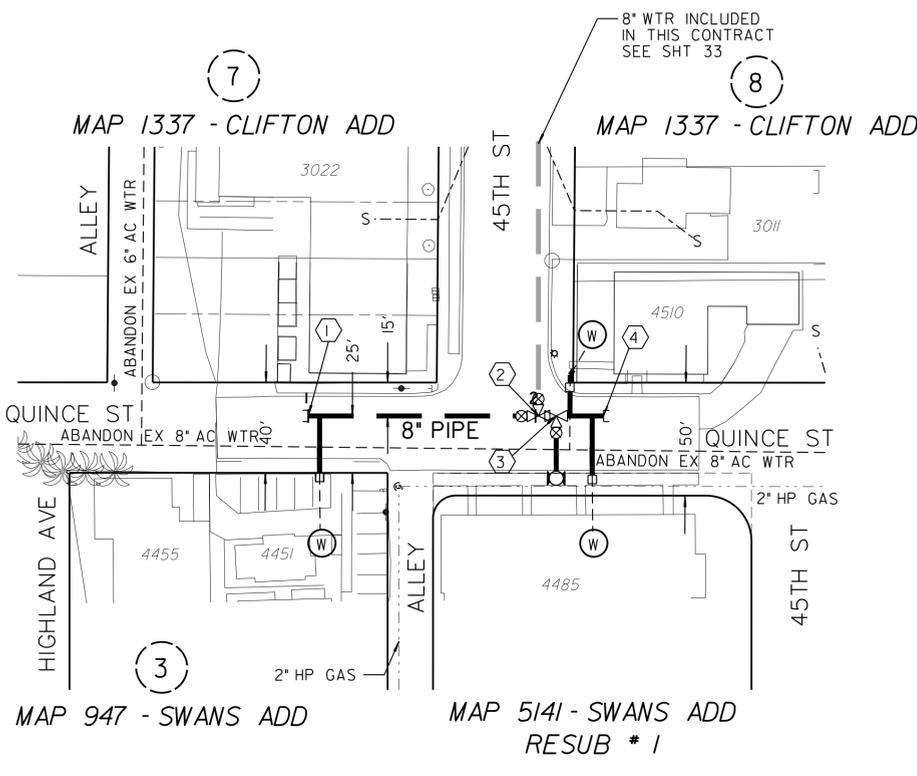
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE PROJECT'S MITIGATION AND MONITORING PROGRAM (MMRP)

PRINCIPLE SETTING OUT LINE FOR Sheet 48

POINT CHAINAGE (ft) NORTHING (ft) EASTING (ft)  
ELEMENT LENGTH (ft) WCB (0°00'00")  
(STRAIGHT) WCB (0°00'00")  
(R=STARTING ANGLE) (R-END ANGLE)  
POB 1+00.00 1848957.89 6300875.10  
STRAIGHT 101.30 90°35'30.12"  
PI 2+01.30 1848957.84 6300976.39  
STRAIGHT 7.77 90°35'30.12"  
PI 2+09.07 1848957.76 6300984.16  
STRAIGHT 20.89 90°35'30.12"  
POE 2+29.96 1848957.54 6301005.05

CONTRACTOR'S NOTE:  
PROTECT EXISTING  
GAS AND ELECTRIC  
LINES IN PLACE

TRENCH COMPACTION TO BE DONE PER SDS-II-O,  
WITH A MINIMUM OF 3" THICK GRAVEL OR WOOD  
CHIPS COVER TO BE DEPOSITED OVER THE  
AREA OF DISTURBANCE (WIDTH OF THE TRENCH)  
ALONG QUINCE ST. AFTER WORK IS COMPLETED



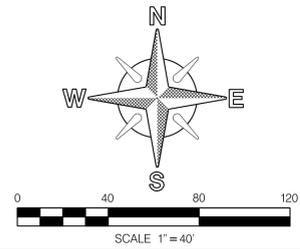
- ① PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 1+00.00  
1- 8" END CAP
- ② PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 2+01.30=  
STA 6+39.95  
1- 8" TEE INSTALLED  
PER NOTE ⑥ SHEET 33
- ③ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 2+09.07  
1- 8" X 6" TEE (MJ, MJ, F)  
1- 6" FH ASSY AND MARKER, RT
- ④ PHASE 3  
BY CONTRACTOR  
FURNISH AND INSTALL  
STA 2+29.96  
1- 8" END CAP

REFERENCE:  
WATER: 22466-1-D, 11240-10-D  
SEWER: 6788-D  
STORM DRAIN: N/A  
GAS: 16102-118835  
ELECTRIC: 16095-118835, 16102-118835  
CABLE TV: N/A  
TELEPHONE: MS0310A.DGN  
IMPROVEMENTS: N/A  
100' SCALE/FIELD BOOK: J20S  
THOMAS BROS.: I269J7  
HGL: 536

RETIREMENTS:  
8" - AC - 130' - 1949  
FH (2-PORT) - 1  
1" SERVICE - 3 - CU - 1949

C-46

AC WATER AND SEWER GROUP 1013 QUINCE ST WO HIGHLAND AVE TO CHAMOUNE AVE		WATER WBS B-15156 SEWER WBS B-15147
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 48 OF 76 SHEETS		FOR THE CITY ENGINEER DATE 03/05/2019 DATE 70770
APPROVED: <i>[Signature]</i> FOR CITY ENGINEER PRINT NAME: JANICE JARO RICE#		FOR THE PROJECT MANAGER DATE 03/05/2019 DATE 70770
DESCRIPTION	BY	APPROVED
ORIGINAL	BM/JM	
ADDENDUM A	BM/JM	
DATE STARTED		DATE FILMED
DATE COMPLETED		
CONTRACTOR		1850-6297 CCS83 COORDINATE
INSPECTOR		39334-48-D



QUINCE STREET



**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

4/23/19  
\_\_\_\_\_  
Date

Seal:



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

**B. CLARIFICATION**

1. The description of the last line item from page 7 of Addendum A has been revised in the line item tab of Planet Bids as follows:

Section	Item Code	Description	UoM	Qty	Payment Reference
Main Bid	237110	<u>Water Service with Private Replumbing (1 inch) 3042 44th St.</u> <del>Water Service with Private Replumbing (1 inch) 3062 44th St.</del>	LS	1	306-15.8

James Nagelvoort, Director  
Public Works Department

Dated: *April 23, 2019*  
San Diego, California

JN/MJN/Lad



**A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

**B. BIDDER’S QUESTIONS**

Q1. The Quantity for Bid Item 159 is 250 vf on the Bid Schedule but the plans only identify approximately 70 vf for manhole rehabilitation. Please provide a schedule of the manholes and their depths that are supposed to be rehabilitated on this project.

A1. Bid Item number 159 has been revised in this Addendum.

**C. ADDENDUM**

1. To Addendum A, Section C, Notice Inviting Bids, Item 1, sub item 3, Estimated Construction Cost, page 6, **DELETE** in its entirety and **SUBSTITUTE** with the following:

**3. ESTIMATED CONSTRUCTION COST:** The City’s estimated construction cost for this project is **\$14,110,000**.

**D. ADDITIONAL CHANGES**

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been **Underlined** and **DELETIONS**, if any, have been **Stricken out**.

Section	Item Code	Description	UoM	Qty	Payment Reference
Main Bid	237110	Rehabilitate Existing Manhole	VF	<u>69</u> <del>250</del>	500-2.11.6

James Nagelvoort, Director  
Public Works Department

Dated: *May 2, 2019*  
San Diego, California

JN/MJN/Lad

**Bid Results**

**Bidder Details**

**Vendor Name** TC Construction Company, Inc.  
**Address** 10540 Prospect Avenue  
 Santee, CA 92071  
 United States  
**Respondee** Austin Cameron  
**Respondee Title** President  
**Phone** 619-448-4560 Ext. 117  
**Email** ACAMERON@TCINCSD.COM  
**Vendor Type** CAU,MALE,PQUAL,CADIR,Local  
**License #** 402459  
**CADIR** 1000003132

**Bid Detail**

**Bid Format** Electronic  
**Submitted** May 13, 2019 1:52:53 PM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 171909  
**Ranking** 0

**Respondee Comment**

**Buyer Comment**

**Attachments**

File Title	File Name	File Type
Contractors Certification of Pending Actions	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure	Mandatory Disclosure.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Subcontractor Listing Other Than Tier 1	Subcontractor Listing Other Than Tier 1.pdf	SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)
Subcontractor Additive Deductive	Subcontractor Additive Deductive.pdf	SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE FORM
Bid Bond	Bid Bond.pdf	Bid Bond

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
<b>Main Bid</b>						
1	Bonds (Payment and Performance)					
	524126	LS	1	\$80,000.00	\$80,000.00	
2	Remote Control Camera Inspection (EOC Type II)					
	334290	AL	1	\$20,000.00	\$20,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
3	Archaeological and Native American Monitoring Program					
	541690	LF	10750	\$5.00	\$53,750.00	
4	Paleontological Monitoring Program					
	541690	LF	1265	\$6.00	\$7,590.00	
5	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$15,000.00	\$15,000.00	
6	Paleontological Mitigation and Excavation					
	541690	CY	1750	\$5.00	\$8,750.00	
7	Suspension of Work - Resources					
	541690	DAYS	5	\$250.00	\$1,250.00	
8	Sewage Bypass and Pumping Plan (Diversion Plan)					
	237110	LS	1	\$6,000.00	\$6,000.00	
9	WPCP Development					
	541330	LS	1	\$4,500.00	\$4,500.00	
10	WPCP Implementation					
	237110	LS	1	\$130,000.00	\$130,000.00	
11	Video Recording of Existing Conditions					
	238990	LS	1	\$5,500.00	\$5,500.00	
12	Mobilization					
	237110	LS	1	\$400,000.00	\$400,000.00	
13	Field Orders (EOC Type II)					
		AL	1	\$450,000.00	\$450,000.00	
14	Additional Pavement Removal and Disposal					
	237310	CY	818	\$60.00	\$49,080.00	
15	Clearing and Grubbing					
	238910	LS	1	\$3,000.00	\$3,000.00	
16	Adjust Existing Manhole Frame and Cover to Grade					
	237310	EA	30	\$350.00	\$10,500.00	
17	Adjust Existing Gate Valve Frame and Cover to Grade					
	237310	EA	5	\$275.00	\$1,375.00	
18	Adjust Survey Monument to Grade					
	237310	EA	13	\$900.00	\$11,700.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
19	Cold Milling Full Width 237310	SF	331465	\$0.40	\$132,586.00	
20	Traffic Detector Loop Type E 237310	EA	22	\$700.00	\$15,400.00	
21	Asphalt Pavement Repair 237310	TON	750	\$202.00	\$151,500.00	
22	Rubber Polymer Modified Slurry (RPMS) Type I 237310	SF	175052	\$0.25	\$43,763.00	
23	Rubber Polymer Modified Slurry (RPMS) Type II 237310	SF	256932	\$0.26	\$66,802.32	
24	Rubber Polymer Modified Slurry (RPMS) Type III 237310	SF	81880	\$0.41	\$33,570.80	
25	Pavement Restoration Adjacent to Trench 237310	SF	31300	\$12.00	\$375,600.00	
26	Subgrade Imported Backfill 237310	TON	400	\$68.00	\$27,200.00	
27	Asphalt Concrete Overlay 237310	TON	3977	\$116.00	\$461,332.00	
28	Concrete Pavement 238910	CY	2886	\$290.00	\$836,940.00	
29	Concrete Pavement - Private Driveway Replacement at 3244 Menlo Ave 238910	CY	35	\$363.00	\$12,705.00	
30	Concrete Pavement - Private Driveway Replacement at 4617 Dwight St 238910	CY	35	\$363.00	\$12,705.00	
31	Concrete Pavement - Private Driveway Replacement at 4665 Thorn St 238910	CY	35	\$363.00	\$12,705.00	
32	Pavement Fabric 237310	SF	200000	\$0.35	\$70,000.00	
33	Crack Seal 237310	LB	5139	\$4.00	\$20,556.00	
34	Cutoff Wall Per SDS-115 237110	SF	65	\$125.00	\$8,125.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
35	Additional Curb & Gutter Removal and Replacement					
	237310	LF	200	\$55.00	\$11,000.00	
36	Cross Gutter					
	237310	SF	3789	\$24.00	\$90,936.00	
37	Contractor Date Stamps and Impressions					
	237310	EA	90	\$125.00	\$11,250.00	
38	Alley Apron					
	237310	SF	9640	\$19.00	\$183,160.00	
39	Curb Ramp (Case A) with Detectable Warning Tiles					
	237310	EA	3	\$3,500.00	\$10,500.00	
40	Curb Ramp (Case C) with Detectable Warning Tiles					
	237310	EA	1	\$3,500.00	\$3,500.00	
41	Curb Ramp (Type D) with Detectable Warning Tiles					
	237310	EA	28	\$2,900.00	\$81,200.00	
42	Curb Ramp (Type D Modified) with Detectable Warning Tiles					
	237310	EA	6	\$3,300.00	\$19,800.00	
43	Curb Ramp (Type A) with Detectable Warning Tiles					
	237310	EA	16	\$3,900.00	\$62,400.00	
44	Curb Ramp (Type B) with Detectable Warning Tiles					
	237310	EA	9	\$3,700.00	\$33,300.00	
45	Curb Ramp (Type C1) with Detectable Warning Tiles					
	237310	EA	30	\$3,700.00	\$111,000.00	
46	Curb Ramp (Type C1 Modified) with Detectable Warning Tiles					
	237310	EA	2	\$4,200.00	\$8,400.00	
47	Curb Ramp (Type C2) with Detectable Warning Tiles					
	237310	EA	11	\$3,900.00	\$42,900.00	
48	Curb Ramp (Type C2 Modified) with Detectable Warning Tiles					
	237310	EA	1	\$4,200.00	\$4,200.00	
49	Additional Sidewalk					
	237310	SF	250	\$14.00	\$3,500.00	
50	Abandon Existing Manhole Outside of Trench Limit					
	237110	EA	3	\$750.00	\$2,250.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
51	Removal or Abandonment of Existing Water Facilities					
	237110	LF	7544	\$7.00	\$52,808.00	
52	Abandon and Fill Existing Sewer Main ( 8 Inch) Outside of the Trench Limit					
	237110	LF	962	\$15.00	\$14,430.00	
53	Handling and Disposal of Non-friable Asbestos Material					
	237110	LF	16750	\$10.00	\$167,500.00	
54	Phased Paving					
	237110	EA	4	\$9,000.00	\$36,000.00	
55	Additional Bedding					
	237110	CY	1100	\$86.00	\$94,600.00	
56	Water Main (8 Inch, DR-14)					
	237110	LF	9023	\$112.00	\$1,010,576.00	
57	Water Main (8 Inch)					
	237110	LF	16645	\$97.00	\$1,614,565.00	
58	Water Main (12 Inch)					
	237110	LF	874	\$164.00	\$143,336.00	
59	Water Main (8 Inch, Fusible Pressure PVC, DR-14)					
	237110	LF	1046	\$265.00	\$277,190.00	
60	Sewer Main (8 Inch)					
	237110	LF	2536	\$224.00	\$568,064.00	
61	Sewer Main (8 Inch, SDR-26)					
	237110	LF	1173	\$211.00	\$247,503.00	
62	Trench Shoring					
	237110	LS	1	\$90,000.00	\$90,000.00	
63	Gate Valve (8 Inch)					
	237110	EA	108	\$1,500.00	\$162,000.00	
64	Gate Valve (10 Inch)					
	237110	EA	2	\$2,400.00	\$4,800.00	
65	Gate Valve (12 Inch)					
	237110	EA	9	\$2,500.00	\$22,500.00	
66	Fire Hydrant Assembly and Marker ( 6 Inch) 2-Ports					
	237110	EA	35	\$6,800.00	\$238,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
67	Fire Hydrant Assembly and Marker ( 6 Inch) 3-Ports					
	237110	EA	5	\$8,400.00	\$42,000.00	
68	Fire Service Connection and Backflow Preventer (6 Inch) 3022 45th St					
	237110	EA	1	\$20,000.00	\$20,000.00	
69	Fire Service Connection and Backflow Preventer (2 Inch) 3022 45th St					
	237110	EA	1	\$14,000.00	\$14,000.00	
70	Water Service (1 Inch)					
	237110	EA	479	\$2,350.00	\$1,125,650.00	
71	Water Service (2 Inch)					
	237110	EA	10	\$4,600.00	\$46,000.00	
72	Water Service Transfer (1 Inch)					
	237110	EA	10	\$1,000.00	\$10,000.00	
73	Trenchless Water Service (1 Inch)					
	237110	EA	20	\$5,800.00	\$116,000.00	
74	Blow-Off Valve Assembly (2 Inch)					
	237110	EA	20	\$5,700.00	\$114,000.00	
75	Air and Vacuum (1 inch Air Release) Valve Assembly					
	237110	EA	14	\$4,100.00	\$57,400.00	
76	Water Service Private Replumbing with Backflow Preventer (2 inch) 3022 45th St					
	237110	LS	1	\$15,000.00	\$15,000.00	
77	Water Service with Private Replumbing (2 inch) 3442 47th St					
	237110	LS	1	\$12,000.00	\$12,000.00	
78	Water Service with Private Replumbing (2 inch) 3536 46th St					
	237110	LS	1	\$12,000.00	\$12,000.00	
79	Water Service with Private Replumbing (2 inch) 3331 Menlo Ave					
	237110	LS	1	\$12,000.00	\$12,000.00	
80	Water Service with Private Replumbing (2 inch) 3319 Menlo Ave					
	237110	LS	1	\$12,000.00	\$12,000.00	
81	Water Service with Private Replumbing (1 inch) 3343 Menlo Ave					
	237110	LS	1	\$11,000.00	\$11,000.00	
82	Water Service with Private Replumbing (1 inch) 3337 Menlo Ave					
	237110	LS	1	\$11,000.00	\$11,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
83	Water Service with Private Replumbing (1 inch) 3311 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
84	Water Service with Private Replumbing (1 inch) 3307 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
85	Water Service with Private Replumbing (1 inch) 3133 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
86	Water Service with Private Replumbing (1 inch) 3117 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
87	Water Service with Private Replumbing (1 inch) 3109 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
88	Water Service with Private Replumbing (1 inch) 3073 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
89	Water Service with Private Replumbing (1 inch) 3069 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
90	Water Service with Private Replumbing (1 inch) 3059 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
91	Water Service with Private Replumbing (1 inch) 3009 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
92	Water Service with Private Replumbing (1 inch) 3041 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
93	Water Service with Private Replumbing (1 inch) 3029 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
94	Water Service with Private Replumbing (1 inch) 3021 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
95	Water Service with Private Replumbing (1 inch) 3015 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
96	Water Service with Private Replumbing (1 inch) 3005 Menlo Ave 237110	LS	1	\$11,000.00	\$11,000.00	
97	Water Service with Private Replumbing (1 inch) 3581-3583 47th St 237110	LS	1	\$11,000.00	\$11,000.00	
98	Water Service with Private Replumbing (1 inch) 3575-3577 47th St 237110	LS	1	\$11,000.00	\$11,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
99	Water Service with Private Replumbing (1 inch) 3424 47th St 237110	LS	1	\$11,000.00	\$11,000.00	
100	Water Service with Private Replumbing (1 inch) 3418 47th St 237110	LS	1	\$11,000.00	\$11,000.00	
101	Water Service with Private Replumbing (1 inch) 3571 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
102	Water Service with Private Replumbing (1 inch) 3583 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
103	Water Service with Private Replumbing (1 inch) 3563 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
104	Water Service with Private Replumbing (1 inch) 3555 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
105	Water Service with Private Replumbing (1 inch) 3551 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
106	Water Service with Private Replumbing (1 inch) 3545 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
107	Water Service with Private Replumbing (1 inch) 3533 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
108	Water Service with Private Replumbing (1 inch) 3527 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
109	Water Service with Private Replumbing (1 inch) 3521 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
110	Water Service with Private Replumbing (1 inch) 3511 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
111	Water Service with Private Replumbing (1 inch) 3503 Chamoune Ave 237110	LS	1	\$11,000.00	\$11,000.00	
112	Water Service with Private Replumbing (1 inch) 4564 Myrtle Ave 237110	LS	1	\$11,000.00	\$11,000.00	
113	Water Service with Private Replumbing (1 inch) 3578 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
114	Water Service with Private Replumbing (1 inch) 3572 46th St 237110	LS	1	\$11,000.00	\$11,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
115	Water Service with Private Replumbing (1 inch) 3333 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
116	Water Service with Private Replumbing (1 inch) 3321 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
117	Water Service with Private Replumbing (1 inch) 3319 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
118	Water Service with Private Replumbing (1 inch) 3311 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
119	Water Service with Private Replumbing (1 inch) 3307 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
120	Water Service with Private Replumbing (1 inch) 3303 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
121	Water Service with Private Replumbing (1 inch) 3560 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
122	Water Service with Private Replumbing (1 inch) 3548 46th St 237110	LS	1	\$11,000.00	\$11,000.00	
123	Water Service with Private Replumbing (1 inch) 3011 45th St 237110	LS	1	\$11,000.00	\$11,000.00	
124	Water Service with Private Replumbing (1 inch) 4675 Thorn St 237110	LS	1	\$11,000.00	\$11,000.00	
125	Water Service with Private Replumbing (1 inch) 3138 Highland Ave 237110	LS	1	\$11,000.00	\$11,000.00	
126	Water Service with Private Replumbing (1 inch) 3137 44th St 237110	LS	1	\$11,000.00	\$11,000.00	
127	Water Service with Private Replumbing (1 inch) 3129 44th St 237110	LS	1	\$11,000.00	\$11,000.00	
128	Water Service with Private Replumbing (1 inch) 3119 44th St 237110	LS	1	\$11,000.00	\$11,000.00	
129	Water Service with Private Replumbing (1 inch) 3115 44th St 237110	LS	1	\$11,000.00	\$11,000.00	
130	Water Service with Private Replumbing (1 inch) 3055 44th St 237110	LS	1	\$11,000.00	\$11,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
131	Water Service with Private Replumbing (1 inch) 3047 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
132	Water Service with Private Replumbing (1 inch) 3037 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
133	Water Service with Private Replumbing (1 inch) 3042 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
134	Water Service with Private Replumbing (1 inch) 3032 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
135	Water Service with Private Replumbing (1 inch) 3028 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
136	Water Service with Private Replumbing (1 inch) 3018 44th St					
	237110	LS	1	\$11,000.00	\$11,000.00	
137	Water Service with Private Replumbing (1 inch) 3022 Chamoune Ave					
	237110	LS	1	\$11,000.00	\$11,000.00	
138	Water Service with Private Replumbing (1 inch) 3012 Chamoune Ave					
	237110	LS	1	\$11,000.00	\$11,000.00	
139	Water Service with Private Replumbing (1 inch) 3006 Chamoune Ave					
	237110	LS	1	\$11,000.00	\$11,000.00	
140	Imported Backfill for Trench					
	237110	TON	2000	\$46.00	\$92,000.00	
141	Manholes (3 ft x 4 ft)					
	237110	EA	26	\$6,800.00	\$176,800.00	
142	Connection to Existing Manhole and Rechannel					
	237110	EA	1	\$3,000.00	\$3,000.00	
143	6 Inch Sewer Main Cleanout					
	237110	EA	3	\$820.00	\$2,460.00	
144	Sewer Lateral and Cleanout (4 Inch, Street)					
	237110	EA	74	\$3,000.00	\$222,000.00	
145	Sewer Lateral Connection					
	237110	EA	1	\$2,200.00	\$2,200.00	
146	Sewer Lateral with Private Replumbing (4 Inch) 3246 Menlo Ave					
	237110	EA	1	\$32,000.00	\$32,000.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
147	Sewer Lateral with Private Replumbing (4 Inch) 3244 Menlo Ave					
	237110	EA	1	\$25,000.00	\$25,000.00	
148	Cleaning and Video Inspection of Existing Pipelines and Culverts					
	237110	LF	4938	\$3.00	\$14,814.00	
149	Video Inspection of Pipelines and Culverts for Acceptance					
	237110	LF	4938	\$2.00	\$9,876.00	
150	Abandon Water Services (Stiffs)					
	237110	EA	15	\$710.00	\$10,650.00	
151	Striping					
	237310	LS	1	\$14,000.00	\$14,000.00	
152	Continental Crosswalks					
	237310	EA	12	\$940.00	\$11,280.00	
153	Rehabilitate Sewer Main (8 Inch)					
	237110	LF	1228	\$64.00	\$78,592.00	
154	Point Repair for Existing Sewer Main (8 inch)					
	237110	EA	3	\$12,000.00	\$36,000.00	
155	Additional Point Repair for Existing Sewer Main (8 inch)					
	237110	LF	6	\$750.00	\$4,500.00	
156	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth					
	237110	EA	7	\$3,200.00	\$22,400.00	
157	Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth					
	237110	EA	3	\$4,700.00	\$14,100.00	
158	Sewer Lateral Connection					
	237110	EA	7	\$1,600.00	\$11,200.00	
159	Rehabilitate Existing Manhole					
	237110	VF	69	\$361.00	\$24,909.00	
160	Traffic Control					
	237310	LS	1	\$125,000.00	\$125,000.00	
161	Traffic Control Design (Working Drawings)					
	541330	LS	1	\$25,000.00	\$25,000.00	
162	Pedestrian Barricade					
	237310	EA	3	\$750.00	\$2,250.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
163	High-lining Removed by the Contractor					
	237110	LF	27100	\$4.00	\$108,400.00	
164	Pavement Restoration for Final Connection					
	237110	SF	1200	\$20.00	\$24,000.00	
165	Temporary Resurfacing					
	237310	TON	3000	\$121.00	\$363,000.00	
<b>Subtotal</b>					<b>\$12,675,134.12</b>	
<b>Additive Alternate A</b>						
166	High-lining Installation by the Contractor					
	237110	LF	27100	\$10.00	\$271,000.00	
167	Furnished Materials for Contractor High-line Work					
	237110	LF	27100	\$1.00	\$27,100.00	
<b>Subtotal</b>					<b>\$298,100.00</b>	
<b>Additive Alternate B</b>						
168	Connections to The Existing System by Contractor (8 Inch through 12 Inch)					
	237110	EA	21	\$7,900.00	\$165,900.00	
169	Cut-in Tee by Contractor (8 Inch through 12 Inch)					
	237110	EA	6	\$14,000.00	\$84,000.00	
170	Cut-in Cross by Contractor (8 Inch through 12 Inch)					
	237110	EA	2	\$20,000.00	\$40,000.00	
171	Cut and Plug by Contractor					
	237110	EA	21	\$2,800.00	\$58,800.00	
<b>Subtotal</b>					<b>\$348,700.00</b>	
<b>Total</b>					<b>\$13,321,934.12</b>	

**Subcontractors**

Name & Address	Description	License Num	CADIR	Amount	Type
<b>Dick Miller Inc.</b> 930 Boardwalk, Suite H San Marcos, CA 92078 United States	Constructor Concrete Flat Work SLBE	380204	1000004547	\$1,637,696.00	CAU,MALE,SLBE,D VBE,CADIR,SDVSB, PQUAL
<b>Maxim Construction Co., Inc.</b> 8005 Royal Gardens Place El Cajon, CA 92021 United States	Constructor Portions of Sewer & Water ELBE	1000689	1000048900	\$1,151,210.00	Asian,ELBE,FEM,W OSB
<b>McGrath Consulting</b> PO BOX 2488 El Cajon, CA 92021 United States	Designer WPCP Plan ELBE	N/A	1000037165	\$600.00	ELBE,CADIR
<b>Pavement Recycling Systems, Inc.</b> 10240 San Sevaine Way Jurupa Valley, CA 91752 United States	Constructor Asphalt Grinding	569352	1000003363	\$101,096.82	PQUAL
<b>American Asphalt South, Inc.</b> PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	Constructor Slurry Seal & Crack Seal	784969	1000000645	\$162,185.07	CAU,MALE,CADIR,P QUAL

AC Water &amp; Sewer Group Job 1013 (K-19-1806-DBB-3), bidding on May 13, 2019 2:00 PM (Pacific)

Printed 05/13/2019

**Bid Results**

<b>Name &amp; Address</b>	<b>Description</b>	<b>License Num</b>	<b>CADIR</b>	<b>Amount</b>	<b>Type</b>
<b>Southwest Signal Service</b> P.O. Box 1297 El Cajon, CA 92022 United States	Constructor Traffic Loops ELBE	451115	1000004265	\$10,450.00	
<b>Easy Flow</b> 14275 Crystal View Lane Poway, CA 92064 United States	Constructor CCTV & Sewer Lateral Rehab SLBE	960845	1000010925	\$20,382.20	CADIR,CAU,MALE,S LBE
<b>PanGIS, Inc. (Archaeology/History/GIS)</b> 6353 El Camino Real Ste. B Carlsbad, CA 92009 United States	Consultant Archaeo Monitoring SLBE	N/A	1000052606	\$54,123.00	CAU,FEM,ELBE,DBE ,CADIR,SDB,WBE,W OSB
<b>Statewide Stripes, Inc.</b> PO BOX 600710 San Diego, CA 92160 United States	Constructor Striping & Pedestrian Barricades SLBE	788286	1000001334	\$23,944.00	
<b>Oldcastle Precast Inc</b> 10441 Vine Street Lakeside, CA 92040 United States	Constructor Sewer Manholes	891107	1000005884	\$89,985.00	CADIR

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	TC Construction Company, Inc. - Unit Price	TC Construction Company, Inc. - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$80,000.00	\$80,000.00
2	Main Bid	334290	Remote Control Camera Inspection (EOC Type II)	2-11.1.6	AL	1	\$20,000.00	\$20,000.00
3	Main Bid	541690	Archaeological and Native American Monitoring Program	6-3.2.2.1	LF	10750	\$5.00	\$53,750.00
4	Main Bid	541690	Paleontological Monitoring Program	6-3.2.3.1	LF	1265	\$6.00	\$7,590.00
5	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-3.2.4.1	AL	1	\$15,000.00	\$15,000.00
6	Main Bid	541690	Paleontological Mitigation and Excavation	6-3.2.5.1	CY	1750	\$5.00	\$8,750.00
7	Main Bid	541690	Suspension of Work - Resources	6-3.2.2.1 OR 6-3.2.3.1	DAYS	5	\$250.00	\$1,250.00
8	Main Bid	237110	Sewage Bypass and Pumping Plan (Diversion Plan)	7-8.5.4	LS	1	\$6,000.00	\$6,000.00
9	Main Bid	541330	WPCP Development	7-8.6.4.2	LS	1	\$4,500.00	\$4,500.00
10	Main Bid	237110	WPCP Implementation	7-8.6.4.2	LS	1	\$130,000.00	\$130,000.00
11	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$5,500.00	\$5,500.00
12	Main Bid	237110	Mobilization	9-3.4.1	LS	1	\$400,000.00	\$400,000.00
13	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$450,000.00	\$450,000.00
14	Main Bid	237310	Additional Pavement Removal and Disposal	300-1.4	CY	818	\$60.00	\$49,080.00
15	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$3,000.00	\$3,000.00
16	Main Bid	237310	Adjust Existing Manhole Frame and Cover to Grade	301-1.7	EA	30	\$350.00	\$10,500.00
17	Main Bid	237310	Adjust Existing Gate Valve Frame and Cover to Grade	301-1.7	EA	5	\$275.00	\$1,375.00
18	Main Bid	237310	Adjust Survey Monument to Grade	301-1.8.1	EA	13	\$900.00	\$11,700.00
19	Main Bid	237310	Cold Milling Full Width	302-1.12	SF	331465	\$0.40	\$132,586.00
20	Main Bid	237310	Traffic Detector Loop Type E	302-1.12	EA	22	\$700.00	\$15,400.00
21	Main Bid	237310	Asphalt Pavement Repair	302-3.2	TON	750	\$202.00	\$151,500.00
22	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type I	302-4.12.4	SF	175052	\$0.25	\$43,763.00
23	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type II	302-4.12.4	SF	256932	\$0.26	\$66,802.32
24	Main Bid	237310	Rubber Polymer Modified Slurry (RPMS) Type III	302-4.12.4	SF	81880	\$0.41	\$33,570.80
25	Main Bid	237310	Pavement Restoration Adjacent to Trench	302-5.2.1	SF	31300	\$12.00	\$375,600.00
26	Main Bid	237310	Subgrade Imported Backfill	302-3.2	TON	400	\$68.00	\$27,200.00
27	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	3977	\$116.00	\$461,332.00
28	Main Bid	238910	Concrete Pavement	302-6.8	CY	2886	\$290.00	\$836,940.00
29	Main Bid	238910	Concrete Pavement - Private Driveway Replacement at 3244 Menlo Ave	302-6.8	CY	35	\$363.00	\$12,705.00
30	Main Bid	238910	Concrete Pavement - Private Driveway Replacement at 4617 Dwight St	302-6.8	CY	35	\$363.00	\$12,705.00
31	Main Bid	238910	Concrete Pavement - Private Driveway Replacement at 4665 Thorn St	302-6.8	CY	35	\$363.00	\$12,705.00
32	Main Bid	237310	Pavement Fabric	302-7.4	SF	200000	\$0.35	\$70,000.00
33	Main Bid	237310	Crack Seal	302-14.5	LB	5139	\$4.00	\$20,556.00
34	Main Bid	237110	Cutoff Wall Per SDS-115	303-4.1.5	SF	65	\$125.00	\$8,125.00
35	Main Bid	237310	Additional Curb & Gutter Removal and Replacement	303-5.9	LF	200	\$55.00	\$11,000.00
36	Main Bid	237310	Cross Gutter	303-5.9	SF	3789	\$24.00	\$90,936.00
37	Main Bid	237310	Contractor Date Stamps and Impressions	303-5.9	EA	90	\$125.00	\$11,250.00
38	Main Bid	237310	Alley Apron	303-5.9	SF	9640	\$19.00	\$183,160.00
39	Main Bid	237310	Curb Ramp (Case A) with Detectable Warning Tiles	303-5.10.2	EA	3	\$3,500.00	\$10,500.00
40	Main Bid	237310	Curb Ramp (Case C) with Detectable Warning Tiles	303-5.10.2	EA	1	\$3,500.00	\$3,500.00
41	Main Bid	237310	Curb Ramp (Type D) with Detectable Warning Tiles	303-5.10.2	EA	28	\$2,900.00	\$81,200.00
42	Main Bid	237310	Curb Ramp (Type D Modified) with Detectable Warning Tiles	303-5.10.2	EA	6	\$3,300.00	\$19,800.00
43	Main Bid	237310	Curb Ramp (Type A) with Detectable Warning Tiles	303-5.10.2	EA	16	\$3,900.00	\$62,400.00
44	Main Bid	237310	Curb Ramp (Type B) with Detectable Warning Tiles	303-5.10.2	EA	9	\$3,700.00	\$33,300.00
45	Main Bid	237310	Curb Ramp (Type C1) with Detectable Warning Tiles	303-5.10.2	EA	30	\$3,700.00	\$111,000.00
46	Main Bid	237310	Curb Ramp (Type C1 Modified) with Detectable Warning Tiles	303-5.10.2	EA	2	\$4,200.00	\$8,400.00
47	Main Bid	237310	Curb Ramp (Type C2) with Detectable Warning Tiles	303-5.10.2	EA	11	\$3,900.00	\$42,900.00
48	Main Bid	237310	Curb Ramp (Type C2 Modified) with Detectable Warning Tiles	303-5.10.2	EA	1	\$4,200.00	\$4,200.00
49	Main Bid	237310	Additional Sidewalk	303-5.10.2	SF	250	\$14.00	\$3,500.00
50	Main Bid	237110	Abandon Existing Manhole Outside of Trench Limit	306-3.3.3	EA	3	\$750.00	\$2,250.00
51	Main Bid	237110	Removal or Abandonment of Existing Water Facilities	306-3.3.3	LF	7544	\$7.00	\$52,808.00
52	Main Bid	237110	Abandon and Fill Existing Sewer Main (8 Inch) Outside of the Trench Limit	306-3.3.3	LF	962	\$15.00	\$14,430.00
53	Main Bid	237110	Handling and Disposal of Non-friable Asbestos Material	306-3.3.4.5	LF	16750	\$10.00	\$167,500.00
54	Main Bid	237110	Phased Paving	306-1.2	EA	4	\$9,000.00	\$36,000.00
55	Main Bid	237110	Additional Bedding	306-15.1	CY	1100	\$86.00	\$94,600.00
56	Main Bid	237110	Water Main (8 Inch, DR-14)	306-15.1	LF	9023	\$112.00	\$1,010,576.00
57	Main Bid	237110	Water Main (8 Inch)	306-15.1	LF	16645	\$97.00	\$1,614,565.00
58	Main Bid	237110	Water Main (12 Inch)	306-15.1	LF	874	\$164.00	\$143,336.00
59	Main Bid	237110	Water Main (8 Inch, Fusible Pressure PVC, DR-14)	306-15.1	LF	1046	\$265.00	\$277,190.00
60	Main Bid	237110	Sewer Main (8 Inch)	306-15.1	LF	2536	\$224.00	\$568,064.00

61	Main Bid	237110	Sewer Main (8 Inch, SDR-26)	306-15.1	LF	1173	\$211.00	\$247,503.00
62	Main Bid	237110	Trench Shoring	306-15.2	LS	1	\$90,000.00	\$90,000.00
63	Main Bid	237110	Gate Valve (8 Inch)	306-15.5	EA	108	\$1,500.00	\$162,000.00
64	Main Bid	237110	Gate Valve (10 Inch)	306-15.5	EA	2	\$2,400.00	\$4,800.00
65	Main Bid	237110	Gate Valve (12 Inch)	306-15.5	EA	9	\$2,500.00	\$22,500.00
66	Main Bid	237110	Fire Hydrant Assembly and Marker ( 6 inch) 2-Ports	306-15.6	EA	35	\$6,800.00	\$238,000.00
67	Main Bid	237110	Fire Hydrant Assembly and Marker ( 6 inch) 3-Ports	306-15.6	EA	5	\$8,400.00	\$42,000.00
68	Main Bid	237110	Fire Service Connection and Backflow Preventer (6 inch) 3022 45th St	306-15.6	EA	1	\$20,000.00	\$20,000.00
69	Main Bid	237110	Fire Service Connection and Backflow Preventer (2 Inch) 3022 45th St	306-15.6	EA	1	\$14,000.00	\$14,000.00
70	Main Bid	237110	Water Service (1 Inch)	306-15.8	EA	479	\$2,350.00	\$1,125,650.00
71	Main Bid	237110	Water Service (2 Inch)	306-15.8	EA	10	\$4,600.00	\$46,000.00
72	Main Bid	237110	Water Service Transfer (1 Inch)	306-15.8	EA	10	\$1,000.00	\$10,000.00
73	Main Bid	237110	Trenchless Water Service (1 Inch)	306-15.8	EA	20	\$5,800.00	\$116,000.00
74	Main Bid	237110	Blow-Off Valve Assembly (2 Inch)	306-15.8	EA	20	\$5,700.00	\$114,000.00
75	Main Bid	237110	Air and Vacuum (1 inch Air Release) Valve Assembly	306-15.8	EA	14	\$4,100.00	\$57,400.00
76	Main Bid	237110	Water Service Private Replumbing with Backflow Preventer (2 inch) 3022 45th St	306-15.8	LS	1	\$15,000.00	\$15,000.00
77	Main Bid	237110	Water Service with Private Replumbing (2 inch) 3442 47th St	306-15.8	LS	1	\$12,000.00	\$12,000.00
78	Main Bid	237110	Water Service with Private Replumbing (2 inch) 3536 46th St	306-15.8	LS	1	\$12,000.00	\$12,000.00
79	Main Bid	237110	Water Service with Private Replumbing (2 inch) 3331 Menlo Ave	306-15.8	LS	1	\$12,000.00	\$12,000.00
80	Main Bid	237110	Water Service with Private Replumbing (2 inch) 3319 Menlo Ave	306-15.8	LS	1	\$12,000.00	\$12,000.00
81	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3343 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
82	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3337 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
83	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3311 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
84	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3307 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
85	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3133 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
86	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3117 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
87	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3109 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
88	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3073 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
89	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3069 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
90	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3059 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
91	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3009 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
92	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3041 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
93	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3029 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
94	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3021 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
95	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3015 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
96	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3005 Menlo Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
97	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3581-3583 47th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
98	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3575-3577 47th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
99	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3424 47th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
100	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3418 47th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
101	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3571 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
102	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3583 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
103	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3563 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
104	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3555 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
105	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3551 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
106	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3545 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
107	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3533 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
108	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3527 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
109	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3521 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
110	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3511 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
111	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3503 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
112	Main Bid	237110	Water Service with Private Replumbing (1 inch) 4564 Myrtle Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
113	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3578 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
114	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3572 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
115	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3333 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
116	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3321 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
117	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3319 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
118	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3311 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
119	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3307 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
120	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3303 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
121	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3560 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
122	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3548 46th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
123	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3011 45th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
124	Main Bid	237110	Water Service with Private Replumbing (1 inch) 4675 Thorn St	306-15.8	LS	1	\$11,000.00	\$11,000.00
125	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3138 Highland Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00

126	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3137 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
127	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3129 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
128	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3119 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
129	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3115 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
130	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3055 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
131	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3047 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
132	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3037 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
133	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3042 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
134	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3032 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
135	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3028 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
136	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3018 44th St	306-15.8	LS	1	\$11,000.00	\$11,000.00
137	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3022 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
138	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3012 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
139	Main Bid	237110	Water Service with Private Replumbing (1 inch) 3006 Chamoune Ave	306-15.8	LS	1	\$11,000.00	\$11,000.00
140	Main Bid	237110	Imported Backfill for Trench	306-15.12	TON	2000	\$46.00	\$92,000.00
141	Main Bid	237110	Manholes (3 ft x 4 ft)	306-16.6	EA	26	\$6,800.00	\$176,800.00
142	Main Bid	237110	Connection to Existing Manhole and Rechannel	306-16.6	EA	1	\$3,000.00	\$3,000.00
143	Main Bid	237110	6 Inch Sewer Main Cleanout	306-17.2	EA	3	\$820.00	\$2,460.00
144	Main Bid	237110	Sewer Lateral and Cleanout (4 Inch, Street)	306-17.2	EA	74	\$3,000.00	\$222,000.00
145	Main Bid	237110	Sewer Lateral Connection	306-17.2	EA	1	\$2,200.00	\$2,200.00
146	Main Bid	237110	Sewer Lateral with Private Replumbing (4 Inch) 3246 Menlo Ave	306-17.2	EA	1	\$32,000.00	\$32,000.00
147	Main Bid	237110	Sewer Lateral with Private Replumbing (4 Inch) 3244 Menlo Ave	306-17.2	EA	1	\$25,000.00	\$25,000.00
148	Main Bid	237110	Cleaning and Video Inspection of Existing Pipelines and Culverts	306-18.7	LF	4938	\$3.00	\$14,814.00
149	Main Bid	237110	Video Inspection of Pipelines and Culverts for Acceptance	306-18.7	LF	4938	\$2.00	\$9,876.00
150	Main Bid	237110	Abandon Water Services (Stiffs)	306-19.3	EA	15	\$710.00	\$10,650.00
151	Main Bid	237310	Striping	314-4.3.7 AND 314-4.4.6	LS	1	\$14,000.00	\$14,000.00
152	Main Bid	237310	Continental Crosswalks	314-4.4.6	EA	12	\$940.00	\$11,280.00
153	Main Bid	237110	Rehabilitate Sewer Main (8 Inch)	500-1.1.9	LF	1228	\$64.00	\$78,592.00
154	Main Bid	237110	Point Repair for Existing Sewer Main (8 inch)	500-1.2.7	EA	3	\$12,000.00	\$36,000.00
155	Main Bid	237110	Additional Point Repair for Existing Sewer Main (8 inch)	500-1.2.7	LF	6	\$750.00	\$4,500.00
156	Main Bid	237110	Service Lateral Rehabilitation with Cleanout up to 7 ft in Depth	500-1.6.6	EA	7	\$3,200.00	\$22,400.00
157	Main Bid	237110	Service Lateral Rehabilitation with Cleanout greater than 7 ft in Depth	500-1.6.6	EA	3	\$4,700.00	\$14,100.00
158	Main Bid	237110	Sewer Lateral Connection	500-4.9	EA	7	\$1,600.00	\$11,200.00
159	Main Bid	237110	Rehabilitate Existing Manhole	500-2.11.6	VF	69	\$361.00	\$24,909.00
160	Main Bid	237310	Traffic Control	601-6	LS	1	\$125,000.00	\$125,000.00
161	Main Bid	541330	Traffic Control Design (Working Drawings)	601-6	LS	1	\$25,000.00	\$25,000.00
162	Main Bid	237310	Pedestrian Barricade	701-2	EA	3	\$750.00	\$2,250.00
163	Main Bid	237110	High-lining Removed by the Contractor	901-1.3	LF	27100	\$4.00	\$108,400.00
164	Main Bid	237110	Pavement Restoration for Final Connection	901-2.5	SF	1200	\$20.00	\$24,000.00
165	Main Bid	237310	Temporary Resurfacing	306-15.9	TON	3000	\$121.00	\$363,000.00
							Subtotal	\$12,675,134.12
166	Additive Alternate A	237110	High-lining Installation by the Contractor	901-1.3	LF	27100	\$10.00	\$271,000.00
167	Additive Alternate A	237110	Furnished Materials for Contractor High-line Work	900-1.2	LF	27100	\$1.00	\$27,100.00
							Subtotal	\$298,100.00
168	Additive Alternate B	237110	Connections to The Existing System by Contractor (8 Inch through 12 Inch)	901-2.5	EA	21	\$7,900.00	\$165,900.00
169	Additive Alternate B	237110	Cut-in Tee by Contractor (8 Inch through 12 Inch)	901-2.5	EA	6	\$14,000.00	\$84,000.00
170	Additive Alternate B	237110	Cut-in Cross by Contractor (8 Inch through 12 Inch)	901-2.5	EA	2	\$20,000.00	\$40,000.00
171	Additive Alternate B	237110	Cut and Plug by Contractor	901-2.5	EA	21	\$2,800.00	\$58,800.00
							Subtotal	\$348,700.00
							<b>Total</b>	<b>\$13,321,934.12</b>