

City of San Diego

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H. Le / R. Puertollano / W. Falkenstein

BIDDING DOCUMENTS **FINAL**



FOR

**SAN DIEGO MISSION RD W/O
FAIRMOUNT AVE SIDEWALK S/S**

BID NO.: K-20-1839-DBB-3
SAP NO. (WBS/IO/CC): B-13130
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 6, 7
PROJECT TYPE: IK

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- BID DISCOUNT PROGRAM (THE WHITEBOOK, Part 0, EOCIP SECTION 0-4, ITEM 2)
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

**2:00 PM
MARCH 24, 2020**

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:



Registered Engineer
For City Engineer

1/23/2020

Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS	5
3. INSTRUCTIONS TO BIDDERS	8
4. PERFORMANCE AND PAYMENT BONDS	19
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	22
B. RESERVED.....	24
C. RESERVED.....	25
D. PREVAILING WAGE.....	26
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	31
1. Appendix A - Mitigated Negative Declaration	56
2. Appendix B - Fire Hydrant Meter Program.....	102
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	116
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	118
5. Appendix E - Location Map	121
6. Appendix F - Adjacent Projects Map.....	123
7. Appendix G - Hazardous Label/Forms	125
8. Appendix H - Sample of Public Notice.....	131
9. Appendix I - San Diego Mission Road Culvert – As-Built	133
10. Appendix J – Site Development Permit - Draft	138
F. RESERVED.....	143
G. CONTRACT AGREEMENT	144
6. CERTIFICATIONS AND FORMS.....	147

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via Planetbids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	Bid Bond (Original)	By 5 PM Next Business Day After Bid Opening	5 APPARENT LOW BIDDERS
6.	SLBE Good Faith Effort Documentation	Within 3 working days of bid opening	ALL BIDDERS
7.	Form AA60 – List of Work Made Available	Within 3 working days of bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
8.	If the Contractor is a Joint Venture: <ul style="list-style-type: none"> • Joint Venture Agreement • Joint Venture License 	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER
9.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	APPARENT LOW BIDDER
10.	Listing of "Other Than First Tier" Subcontractors	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$630,000.00**.
4. **BID DUE DATE AND TIME ARE: MARCH 24, 2020 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 classification: **A**
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	7.0%
2. ELBE participation	7.4%
3. Total mandatory participation	14.4%
 - 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 (GFE) documentation, saved in searchable Portable Document Format (PDF) and stored on a Universal Serial Bus (USB) Type-A, 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.

GFE shall be submitted to
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

7. AWARD PROCESS:

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

8. SUBMISSION OF QUESTIONS:

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

Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
Attention: Ron McMinn

OR:

RMcMinn@sandiego.gov

- 8.2.** Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 8.3.** Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.

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

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 5-4, "INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2018	PWPI010119 -02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2018	PWPI010119 -03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2018	PWPI010119 -04

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 4 (CA MUTCD Rev 4) http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI030119-08
<p>NOTE: *Available online under Engineering Documents and References at: http://www.sandiego.gov/publicworks/edocref/index.shtml</p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

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

portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions - Section 3-2, "SELF-PERFORMANCE", which stipulates the percent of the Work to be performed with the Bidders' own forces. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which Bidders are seeking recognition towards achieving any mandatory, voluntary (or both) subcontracting participation goals.

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

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

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on 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 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

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

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

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

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

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

Original Bid Bond shall be submitted to:
Public Works Contracts
525 B Street, Suite 750 (7th Floor)
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

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

- 20.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.

- 20.5.** A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6.** The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7.** Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8.** The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

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

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and

reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and Scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.

- 24.5. Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
- 24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
- 24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

- 25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified 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:

Jersualem Construction, Inc. dba Miramar General Engineering, a corporation, as principal, and ,
North American Specialty Insurance Company a corporation authorized to do business
in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and
severally, to The City of San Diego a municipal corporation in the sum of
Four Hundred Thirty Five Thousand Four Hundred Twenty Two Dollars and Sixty Eight Cents
(\$435,422.68) for the faithful performance of the annexed contract, and in the sum of **Four Hundred Thirty**
Five Thousand Four Hundred Twenty Two Dollars and Sixty Eight Cents (\$435,422.68), 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 May 22, 2020

Approved as to Form

Jerusalem Construction, Inc., dba
Miramar General Engineering

Principal

By 

Ala Karaja

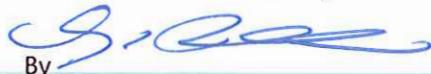
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney

By 
Deputy City Attorney

North American Specialty Insurance Company

Surety

By 

Cyndi Beilman Attorney-in-fact

Approved:

By 
Stephen Samara
Principal Contract Specialist
Public Works Department

777 South Figueroa Street #3700

Local Address of Surety

Los Angeles, CA 90017

Local Address (City, State) of Surety

231-337-3078

Local Telephone No. of Surety

Premium \$ 7,531.00

Bond No. 2300437

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego

On 5/22/2020 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

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 *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
 Corporate Officer — Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

CYNDI BEILMAN, ANNE WRIGHT, AND DANA MICHAELIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18 day of JANUARY, 20 18.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 18 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of May, 20 20.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- 1. SCOPE OF WORK:** The work includes construction of new 4 to 5-foot wide sidewalk along the south side of San Diego Mission Road from Fairmount Avenue to the San Diego Mission Road Overcrossing of the San Diego River. This also includes the installation of new pedestrian curb ramps, driveway apron, and curb and gutter within the sidewalk limit. In addition, there will be slurry seal and restriping of San Diego Mission Road between Rancho Mission Road and Fairmount Avenue to create a new buffered bike lane.

- 1.1.** The Work shall be performed in accordance with:

- 1.1.1.** The Notice Inviting Bids and Plans numbered **40859-1-D** through **40859-17-D**, inclusive.

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

San Diego Mission Rd, from the intersection of San Diego Mission Rd and Fairmount Ave to the intersection of San Diego Mission Rd and Rancho Mission Rd.

See **Appendix E – Location Map**

- 3. CONTRACT TIME:** The Contract Time for completion of the Work shall be **91 Working Days**.

ATTACHMENT B
RESERVED

ATTACHMENT C
RESERVED

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

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

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

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2018 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2018 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 43, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

43. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 2-8, "EXTRA WORK" or 2-9, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

To the "WHITEBOOK", item 54, "Normal Working Hours", ADD the following:

The **Normal Working Hours** are **7:00 AM to 5:00 PM**.

To the "WHITEBOOK", ADD the following:

108. **Substantial Completion** - When all Contract Work is deemed complete by the Contractor in writing, and as verified by the Owner. Substantial Completion may be completed in phases if defined in the Contract.

109. **Acceptance of Work** – When all of the Contract work is deemed officially complete, including all Punchlist items, by the Owner.
110. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.

1-7.1.3

Requests for Information (RFI). To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. Should You discover a conflict, omission, errors in the Contract Documents, differences with existing field conditions, or have any questions concerning interpretation or clarification of Contract Documents, or when you propose deviations to the standards or design, you shall submit a Request for Information (RFI) to the City regarding your question or clarification within **1 Working Day**.
2. Your RFI shall meet the following requirements:
 - a) All RFIs, whether by You or your Subcontractor or supplier at any tier, shall be submitted by You to the City.
 - b) RFIs shall be numbered sequentially.
 - c) You shall clearly and concisely set forth the single issue for which interpretation or clarification is sought, indicate Specification Section numbers, Contract Drawing numbers, and details, or other items involved, and state why a response is required from the City.
 - d) RFIs shall be submitted within **1 Working Day** in order that they may be adequately researched and answered before the response affects any critical activity of the Work.
 - e) Should You believe that a response to an RFI causes a change to the requirements of the Contract, You shall, before proceeding, give written notice to the City, indicating that You believe that City response to the RFI to be a Change Order. Failure to give such written notice within **5 Working Days** of receipt of the City's response to the RFI shall waive Your right to seek additional time or cost.
3. The City will respond to RFIs within **5 Working Days** unless the City notifies You in writing that a response will take longer. The **5 Working Days** shall begin when the RFI is received and dated by the City. Responses from the City will not change any requirement of the Contract unless so noted by the City in the response to the RFI. The City will not issue a Change Order for Extra Work or additional time when the issue raised in the RFI was due to your fault, neglect, or any unauthorized deviations from the project design or specifications.
4. If You proceed in resolving a conflict, omission, or any error in the Contract Documents without sending the City an RFI in accordance with the requirements stated above, the City may require You to remove such work at Your cost or back charge You the cost to remove this work.

SECTION 2 - SCOPE OF THE WORK

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

2. The City will obtain, at no cost to you, the following permits:
 - a) Mitigated Development Plan
 - b) Site Development Plan

SECTION 3 - CONTROL OF THE WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least **40%** of the base Bid.

3-8.7.1 QCP Submittal. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

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
 - g) If paving Work will be in areas prone to shade, provide curing time of product

3-8.7.4 Documentation. To the "WHITEBOOK", item 3, section "a", subsection "viii", DELETE in its entirety and SUBSTITUTE with the following:

- 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.
 - Mixing properties of products against the approved submittal limits.

3-13.1 Completion. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

3-13.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

3-13.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 3-7.3 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
 - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
 - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be

completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.

- m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

3-13.1.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 3-13.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 3-13.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.
2. The following documents shall be provided at the time of your Walk-through request: As-Built markup, Plans, specifications, technical data such as submittals and equipment manuals, draft final payment, warranties, material certifications, bonds, guarantees, maintenance service agreements, and maintenance and operating manuals.
3. Written warranties, except manufacturer's standard printed warranties, shall be on a letterhead addressed to you. Warranties shall be submitted in the format described in this section, modified as approved by the City, to suit the conditions pertaining to the warranty. Lack of submitting these items will delay start of Walk-through.
4. The Engineer will provide you with the Punchlist within 15 Working Days after the date of the Walk-through. The City shall not provide a preliminary Punchlist.
5. If the Engineer finds that the Project is not Substantially Complete as defined herein, the Engineer will terminate the Walk-through and notify you in writing.
6. If, at any time during the Engineer's evaluation of the corrective Work required by the Punchlist, the Engineer discovers that additional corrective Work is required, the Engineer may include that corrective Work in the Punchlist.
7. You shall remain solely responsible for the Project Site until the Project is completely operational, all Punchlist items have been corrected, and all operation and maintenance manuals have been accepted by the City.
8. The Engineer shall meet with you until all Punchlist items are corrected. You shall complete the Punchlist within 30 Working Days, and Working Days will continue to be counted until Acceptance of the Project.

3-13.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.
5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

3-13.3 Warranty. To the "WHITEBOOK", 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 has Beneficial Use or takes Occupancy of the project earlier (excluding water, sewer, and storm drain projects).
2. You shall warranty the Work free from all latent defects for 10 years and patent defects for a period of 4 years.
3. The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of the Engineer in writing.
4. All express warranties from Subcontractors, manufacturers', or Suppliers', of any tier, for the materials furnished and Work performed shall be assigned, in writing, to the City, and shall be delivered to the Engineer prior to the Acceptance of your performance of the Contract.
5. Replace or repair defective materials and workmanship in a manner satisfactory to the Engineer after notice to do so from the Engineer and within the time specified in the notice. If you fail to make such replacements or repairs within the time specified in the notice, the City may perform the replacement or repairs at your expense. If you fail to reimburse the City for the actual costs, your Surety shall be liable for the cost
6. Items that shall be warrantied free from defective workmanship and materials for a period longer than 1 year are as follows:

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

* Provide documentation verifying that the induction luminaire models being offered for the Project are covered by the 10 year warranty.

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".
8. If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

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

2. Other adjacent City projects are scheduled for construction for the same time period in the vicinity of San Diego Mission Road and Fairmount Avenue. See **Appendix F – Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
 - a) Alvarado Trunk Sewer Phase IV, Project Manager: Rex Narvaez, phone number (619) 533-5127.

SECTION 4 - CONTROL OF MATERIALS

4-3.6 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.

4-6 TRADE NAMES. To the "WHITEBOOK", ADD the following:

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

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

SECTION 5 - LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

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

5-4.1 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.

5-4.2 Types of Insurance.

5-4.2.1 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

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 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.

5-4.2.4 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.

5-4.3 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.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State 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.

5-4.4 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.

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 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.

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

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

5-4.5.2 Commercial Automobile Liability Insurance.

5-4.5.2.1 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.

5-4.5.3 Contractors Pollution Liability Insurance Endorsements.

5-4.5.3.1 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.

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

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

5-4.5.4 Contractors Hazardous Transporters Pollution Liability Insurance Endorsements.

5-4.5.4.1 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.

5-4.5.4.2 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.

5-4.5.4.3 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.

5-4.6 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.

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

5-4.8 Notice of Changes to Insurance. You shall notify the City 30 Days prior to any material change to the policies of insurance provided under this Contract.

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

5-4.11 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.

5-4.11.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-10.2.1 Public Notice by Contractor. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Furnish and distribute public notices in the form of door hangers using the City's format to all occupants and/or property owners along streets:
 - a) Where Work is to be performed at least Working 5 Working Days before starting construction or survey activities or impacting the community as approved by the Resident Engineer.
 - b) Within 5 Working Days of the completion of your construction activities where Work was performed, you shall distribute public notices in the form of door hangers, which outlines the anticipated dates of Asphalt Resurfacing or Slurry Seal.
 - c) 72 hours in advance of the scheduled resurfacing.

5-13 ELECTRONIC COMMUNICATION. To the "WHITEBOOK", ADD the following:

1. Virtual Project Manager shall be used on this Contract.
2. You shall post all communications addressed to the Engineer concerning construction including RFIs, submittals, daily logs including the Weekly Statement of Working Days (WSWD), Storm Water, and transmittals to the Virtual Project Manager (VPM) website established for the Projects. This shall not supersede any Federal requirements.

3. Maintain a list of scheduled activities including planned and actual execution dates for all major construction activities and milestones defined in the approved Schedule.
4. Review and act on all communications addressed to you in the VPM project website.
5. A user's guide to the VPM system is available on the City's website and shall be provided to you at the Pre-construction Meeting. Refer to the VPM training videos and forms at the location below:
<https://www.sandiego.gov/publicworks/edocref>
6. Submit the Sensitive Information Authorization Acknowledgement Form and VPM User Agreement located in the VPM user's guide at the Pre-construction Meeting.

5-15.1 General. To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. You shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification for construction activities that have encountered flammable liquids or other hazardous substances. Construction staff shall include: City Engineers, City Laboratory Technicians, and City staff that perform onsite inspections.
 - a) If your Work encounters flammable liquids or other hazardous substances, you shall be responsible for scheduling training for all construction staff to attend and for submitting verification to the Engineer that construction staff have the required HAZWOPER certification prior to continuing that Work in that area. You shall maintain the HAZWOPER certifications annually until the construction activities triggering the requirement is complete, as approved by the Resident Engineer.
 - b) You shall be responsible for implementing, training, and submitting verification to the Engineer that construction staff have the required HAZWOPER certification before the Notice to Proceed (NTP) has been issued.

5-15.17 Payment. To the "WHITEBOOK", ADD the following:

5. The payment for Hazardous Waste Operations and Emergency Response (HAZWOPER) certification and training for construction staff shall be included in the allowance Bid item for "Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification".
6. The payment for waste management shall be included in the allowance Bid item for "Lead Paint Handling and Disposal (EOC Type I)

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the “WHITEBOOK”, item 1, subsection “s”, DELETE in its entirety and SUBSTITUTE with the following:

- s) 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.
 - i. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
 - ii. See also the “Cash Flow Forecast Example” at the location below:
<https://www.sandiego.gov/publicworks/edocref>

6-1.5.2 Excusable Non-Compensable Delays. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

6-1.5.2 Excusable Non-Compensable and Concurrent Delays.

1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-4.2, “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.

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

3. Do not Work in the areas where there is currently a moratorium issued by the City. The areas subject to moratorium are listed below:
 - a) From STA 27+70.00 going west to STA 20+15.01 from March 15th to September 15th (inclusive). This is for demolition and all improvements, excluding striping.

6-4.2 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 6-1.5, "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 2-10.1, "Claims".

6-4.4 **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 6-4.2, "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.

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Mitigated Negative Declaration** for **San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S**, Project No. **WBS B-13130**, as referenced in the Contract Appendix, and a **Site Development Permit**. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A** and a **Site Development Permit** set for in **Appendix J**.

2. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

SECTION 7 – MEASUREMENT AND PAYMENT

7-3.1 General. To the “WHITEBOOK”, ADD the following:

3. If a Bid item has not been provided for an item of the Work described or shown in the Contract Documents, the payment shall be included in the Contract Price.

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

1. If the cumulative total of Field Order items of Work does not exceed the “Field Orders” Bid Item, the City shall pay those Field Orders as shown below:

TABLE 7-3.9

FIELD ORDER LIMITS

Contract Price	Maximum Field Order Work Amount
Less than \$100,001	\$2,500
\$100,001 to \$1,000,000	\$5,000
\$1,000,001 to \$5,000,000	\$10,000
\$5,000,001 to \$15,000,000	\$20,000
\$15,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$50,000

2. Field Order items of Work for contracts greater than \$15,000,000 will require additional approvals from the City prior to its approval by the Resident Engineer.
3. The City will issue a Field Order only after the City's acceptance of the cost of the field order amount.
4. Field Orders shall not be used to add scope or to include extensions of time related to changes in work.
5. If in the event there is a change related to the critical path on the project which necessitates an extension of time and the change amount is within the Field Order limits shown on Table 7-3.9, then a Field Order can be issued to compensate you for the approved costs. Any extensions of time associated with the change shall be included in a subsequent Change Order and no additional compensation shall be granted as part of the change order for the extension of time.

6. The unused portions of Field Orders Bid item shall revert to the City upon Acceptance.

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

301-1.6 Preparatory Repair Work. To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Prior to the placement of any asphalt concrete or application of slurry, you shall complete all necessary preparation and repair Work and shall obtain approval by the Resident Engineer.

SECTION 302 – ROADWAY SURFACING

302-4.5 Scheduling, Public Convenience and Traffic Control. To the “GREENBOOK”, paragraphs (1) and (2), DELETE in its entirety and SUBSTITUTE with the following:

1. In addition to the requirements of Part 6, you shall comply with the following:
 - a) At least 5 Working Days prior to commencing the Work, you shall submit your proposed Schedule to the Engineer for approval.
 - b) Based upon the approved schedule, you shall notify residents and businesses of the Work and post temporary “No Parking” signs 72 hours in advance.
 - c) Requests for changes in the approved Schedule shall be submitted to the Engineer for approval at least 3 Working Days before the street is scheduled to be sealed.

302-4.12.1 Application. To the “WHITEBOOK”, item 1, ADD the following:

- c) RPMS shall only be placed when ambient temperature is 50° F or higher.

302-4.12.4 Measurement and Payment. To the “WHITEBOOK”, ADD the following:

4. The payment for miscellaneous asphalt patching shall be included in the Bid Items for “Rubber Polymer Material Slurry (RPMS) Type I,” “Rubber Polymer Material Slurry (RPMS) Type II,” and “Rubber Polymer Material Slurry (RPMS) Type III” , and no additional payment will be made.
5. The Bid Items for “Rubber Polymer Material Slurry (RPMS) Type I,” “Rubber Polymer Material Slurry (RPMS) Type II,” and “Rubber Polymer Material Slurry (RPMS) Type III” shall include adjusting existing manholes and gate valves frames and covers to grade in accordance with Section 403: Manhole, Survey Monument, and Gate Valve Frame and Covers Adjustment and Reconstruction.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5.5.3 Walk. To the “WHITEBOOK”, ADD the following:

3. You shall set pull box frames and covers to finish grade prior to paving “Additional Sidewalk”.

303-5.9 Measurement and Payment. To the “WHITEBOOK”, ADD the following:

7. The installation of the 6-inch wide monolithic retaining curb, in accordance to the Plans, shall be paid for in linear feet under bid item “6” Wide Retaining Curb.”

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

304-6 Payment. To the “WHITEBOOK”, ADD the following:

2. The installation of Midwest Guardrail System, in accordance to the Plans and Caltrans Standard Specifications shall be paid at the Contract Unit Price per Linear Foot for “Midwest Guardrail System” as shown in the Bid.
3. The installation of the Midwest Guardrail System End Treatment, in accordance to the Plans and Caltrans Standard Specifications shall be paid at the Contract Unit Price per Each for “Flared Terminal End Treatment” as shown in the Bid.

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

314-4.3.7 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for the removal and replacement of existing traffic striping, pavement markings, pavement markers, and retroreflective markers shall be included in the Lump Sum Bid item for “Removal and Replacement of Existing Paint Striping.”
2. The payment for the new installations of traffic striping, thermoplastic pavement markings, pavement markers, and retroreflective markers shall be included in the Lump Sum Bid item for “Paint Striping.”
3. The installation of Flexible Post Delineators, in accordance to the Plans shall be paid at the Contract Unit Price per Each for “Flexible Post Delineators ” as shown in the Bid.

SECTION 402 – UTILITIES

402-6 COOPERATION. To the “GREENBOOK”, ADD the following:

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

SECTION 403 - MANHOLE, SURVEY MONUMENT, AND GATE VALVE FRAMES AND COVERS ADJUSTMENT AND RECONSTRUCTION

403-3 MANHOLES AND GATE VALVES IN ASPHALT CONCRETE PAVEMENT. To the “WHITEBOOK”, ADD the following:

9. Storm drain inlet grates that are located in walking surfaces or along accessible routes must have grate openings no greater than 1/2" (13 mm) in one direction. For elongated grate openings, then the openings must be oriented so that the long dimension is perpendicular to the dominant direction of travel.

403-5 Measurement and Payment. To the “WHITEBOOK”, ADD the following:

4. The payment for “ADA Compliant Storm Drain Grate Replacement” shall include, and not be limited to, removal of the existing grate and frame and installation of a new frame and drainage grate, adjusting the storm drain inlet grate to grade, preparation of subgrade, removal and replacement of DG and other improvements, and all other necessary items to complete the Work as specified in the Plans.
5. The payment for adjusting each existing pull box frame and cover to grade, preparation of subgrade, removal and replacement of DG and other improvements, and all other necessary items to complete the Work shall be included in the Bid item for “Adjust Existing Pull Box Frame and Cover to Grade”.

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

601-2.1.4 Traffic Control for Resurfacing and Slurry Sealing. To the “WHITEBOOK”, item 3, subsection “d”, DELETE in its entirety and SUBSTITUTE with the following:

- d) Place “NO PARKING - TOW-AWAY ZONE” signs 72 hours in advance of the scheduled slurry sealing. Reschedule street block segments which are not completed by the last posted Working Day. If a Work delay of 48 hours or more occurs from the originally scheduled Work date, remove the “NO PARKING -

TOW-AWAY ZONE” signs for a minimum of 24 hours, then reset and re-post for the appropriate Work date.

601-3.5.1 General. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Temporary “No Parking” and “No Stopping” signs shall be installed 72 hours before enforcement. Temporary “No Parking” and “No Stopping” signs shall be installed and removed as specified in the Special Provisions. Signs shall indicate specific days, dates, and times of restrictions. If violations occur, call Police Dispatch 619-531-2000 to enforce the Tow-Away notice.

601-3.6 Channelizing Devices. To the “WHITEBOOK”, item 4, Barricades, ADD the following:

- h) You shall place “OPEN TRENCH” signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner and shall prevent pedestrian, vehicular, and biker access to the open trench area.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
MITAGATED NEGATIVE DECLARATION



THE CITY OF SAN DIEGO

MITIGATED NEGATIVE DECLARATION

Project No. 632954
SCH No. If Applicable

SUBJECT: SD Mission Rd Sidewalk SDP: SITE DEVELOPMENT PERMIT (CIP-2) for the installation of approximately 930 linear feet (LF) of new four to five-foot wide concrete sidewalk to replace the existing, deteriorated asphalt concrete (AC) walkway along the south side of San Diego Mission Road. The new sidewalk would be located from Fairmount Avenue to the San Diego Mission Road Overcrossing of the San Diego River. The Project also includes new curb ramps, 190 LF of metal beam guardrail, 200 LF of one-foot tall gravity retaining wall, and new curb gutter. Additional improvements include relocation of signs, adjustment of utilities, and restriping. A buffered bike lane will be established from Rancho Mission Road to Fairmount Avenue. APPLICANT: City of San Diego Department of Public Works.

I. PROJECT DESCRIPTION:

See attached Initial Study.

II. ENVIRONMENTAL SETTING:

See attached Initial Study.

III. DETERMINATION:

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): **CULTURAL RESOURCES (ARCHAEOLOGY) AND TRIBAL CULTURAL RESOURCES**. Subsequent revisions in the project proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

IV. DOCUMENTATION:

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

A. GENERAL REQUIREMENTS – PART I
Plan Check Phase (prior to permit issuance)

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, 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 are incorporated into the design.

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.

5. **SURETY AND COST RECOVERY** – The Development Services Director or City Manager may require appropriate surety instruments or bonds from private Permit Holders to ensure the long term performance or implementation of required mitigation measures or programs. The City is authorized to recover its cost to offset the salary, overhead, and expenses for City personnel and programs to monitor qualifying projects.

B. GENERAL REQUIREMENTS – PART II
Post Plan Check (After permit issuance/Prior to start of construction)

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

Qualified Archaeologist
Qualified Native American Monitor

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) #632954, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:

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

3. OTHER AGENCY REQUIREMENTS: Evidence of compliance with all other agency requirements or permits shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency.

Not Applicable

4. MONITORING EXHIBITS

All consultants are required to submit , to RE and MMC, a monitoring exhibit on a 11x17 reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the **LIMIT OF WORK**, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.

5. OTHER SUBMITTALS AND INSPECTIONS:

The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Archaeological Resources	Monitoring Report(s)	Monitoring Report Approval
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

TRIBAL CULTURAL RESOURCES AND CULTURAL RESOURCES (ARCHAEOLOGY) MITIGATION

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

A. Entitlements Plan Check

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

B. Letters of Qualification have been submitted to ADD

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.

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

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

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

3. Identify Areas to be Monitored

a. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to 11x17) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.

b. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).

c. MMC shall notify the PI that the AME has been approved.

4. When Monitoring Will Occur

a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.

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

5. Approval of AME and Construction Schedule

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

III. During Construction

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

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**

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

Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.

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

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

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

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

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

1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.
4. The MLD will have 48 hours to make recommendations to the property owner or representative, for the treatment or disposition with proper dignity, of the human remains and associated grave goods.
5. Disposition of Native American Human Remains will be determined between the MLD and the PI, and, if:
 - a. The NAHC is unable to identify the MLD, OR the MLD failed to make a recommendation within 48 hours after being notified by the Commission, OR;

- b. The landowner or authorized representative rejects the recommendation of the MLD and mediation in accordance with PRC 5097.94 (k) by the NAHC fails to provide measures acceptable to the landowner, THEN
- c. To protect these sites, the landowner shall do one or more of the following:
 - (1) Record the site with the NAHC;
 - (2) Record an open space or conservation easement; or
 - (3) Record a document with the County.
- d. Upon the discovery of multiple Native American human remains during a ground disturbing land development activity, the landowner may agree that additional conferral with descendants is necessary to consider culturally appropriate treatment of multiple Native American human remains. Culturally appropriate treatment of such a discovery may be ascertained from review of the site utilizing cultural and archaeological standards. Where the parties are unable to agree on the appropriate treatment measures the human remains and items associated and buried with Native American human remains shall be reinterred with appropriate dignity, pursuant to Section 5.c., above.

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

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

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

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

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

In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the 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.

VI. PUBLIC REVIEW DISTRIBUTION:

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

CITY OF SAN DIEGO

Councilmember Scott Sherman, District 7 (MS 10A)

City Attorney (MS 59)

Planning Department

Alyssa Muto

Development Services Department

Jeff Szymanski, Environmental Planner (MS 501)

Courtney Holowach, Environmental Planner (MS 501)

Mark Brunette, Planning (MS 501)

Karen Vera, Engineering (MS 501)

Kristen Forburger, Plan-MSCP
Facilities Financing (93B)
Water Review (86A)
Central Library (81A)
Benjamin Branch Library (81D)
Mission Valley Branch Library (81R)

OTHER GROUPS, ORGANIZATIONS, AND INTERESTED INDIVIDUALS

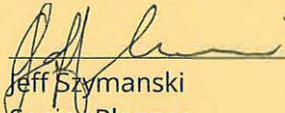
Historical Resources Board (87)
Carmen Lucas (206)
South Coastal Information Center (210)
San Diego Archaeological Center (212)
Save Our Heritage Organisation (214)
Ron Christman (215)
Clint Linton (215B)
Frank Brown – Inter-Tribal Cultural Resources Council (216)
Campo Band of Mission Indians (217)
San Diego County Archaeological Society, Inc. (218)
Native American Heritage Commission (222)
Kumeyaay Cultural Heritage Preservation (223)
Kumeyaay Cultural Repatriation Committee (225)
Native American Distribution (225 A-S)
Mission Valley Center Association (328)
Friars Village HOA (328A)
Mary Johnson (328B)
Mission Valley Community Council (328C)
Union Tribune News (329)
San Diego River Conservancy (330A)
Friends of the Mission Valley Preserve (330B)
Mission Valley Planning Group (331)
Mr. Gene Kemp, General Manager (332)
The San Diego River Park Foundation (333)
The San Diego River Coalition (334)
Navajo Community Planners Inc. (336)
San Carlos Area Council (338)
Del Gardens Senior Social Club (339)
Mission Trails Regional Park (341)
Parish Office, Mission Basilica San Diego de Alcala

VII. RESULTS OF PUBLIC REVIEW:

- () No comments were received during the public input period.
- (X) Comments were received but did not address the accuracy or completeness of the draft environmental document. No response is necessary and the letters are incorporated herein.

- () Comments addressing the accuracy or completeness of the draft environmental document were received during the public input period. The letters and responses are incorporated herein.

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



Jeff Szymanski
Senior Planner
Development Services Department

9/11/19

Date of Draft Report

10/7/19

Date of Final Report

Analyst: Holowach

Attachments: Location Map
Appendix – Biology Report



San Diego County Archaeological Society, Inc.

Environmental Review Committee

15 September 2019

To: Ms. Courtney Holowack
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
San Diego Mission Road Sidewalk SDP
Project No. 632954

Dear Ms. Holowack:

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

Based on the information contained in initial study and DMND, we agree with the impact analysis and mitigation measures for cultural resources as defined in the DMND

Thank you for the opportunity to review and comment on this project's environmental documents.

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

INITIAL STUDY CHECKLIST

1. Project title/Project number: SD Mission Road Sidewalk SDP / 632954
2. Lead agency name and address: City of San Diego, 1222 First Avenue, MS-501, San Diego, California 92101
3. Contact person and phone number: Courtney Holowach / (619) 446-5187
4. Project location: 9430 1/3 San Diego Mission Road, San Diego, CA 92108
5. Project Applicant/Sponsor's name and address: Megan Hickey, City of San Diego Public Works Department, 525 B St. 750 MS 908A
6. General/Community Plan designation: Navajo/Mission Valley
7. Zoning: Residential/Commercial
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.):

SITE DEVELOPMENT PERMIT (CIP-2) for the installation of approximately 930 linear feet (LF) of new four to five-foot wide concrete sidewalk to replace the existing, deteriorated asphalt concrete (AC) walkway. The proposed sidewalk would be located along the south side of San Diego Mission Road from Fairmount Avenue to the San Diego Mission Road Overcrossing of the San Diego River. The Project also includes new curb ramps, 190 LF of metal beam guardrail, 200 LF of one-foot tall gravity retaining wall, and new curb gutter. Additional improvements include relocation of signs, adjustment of utilities, and restriping. A buffered bike lane will be established from Rancho Mission Road to Fairmont Avenue.
9. Surrounding land uses and setting:

The proposed project would be within the public Right-Of-Way in the Mission Valley and Navajo communities. Surrounding land uses include a mix of residential and commercial uses.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

None required.
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Yes, two Native American Tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1. The City of San Diego sent notification to these two Native American Tribes on May 16, 2019. Both the lipay Nation of Santa Ysabel and the Jamul Indian Village responded within the 30-day period

requesting consultation and additional information. Consultation was concluded on May 22, 2019. Please see Section XVII of the Initial Study for more information regarding the consultation.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

DETERMINATION: (To be completed by Lead Agency)

On the basis of this initial evaluation:

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

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

I. AESTHETICS – Would the project:

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

No designated public and/or scenic corridors per the Mission Valley or Navajo Community Plans exist on the site. Therefore, the project would not result in a substantial adverse effect. Furthermore, the project is replacing existing sidewalks and is not introducing any features that would impact a scenic vista. As such, any impacts would be less than significant.

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

The project is situated within developed neighborhoods and adjacent to the San Diego River. No identified scenic resources such as trees, rock outcroppings, historic buildings within a state scenic highway are located on, near, or adjacent to the project site. While the Navajo and Mission Valley Community Plans identify the San Diego River as a scenic resource there would be no impact to the river. Therefore, no impacts would result.

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

The project is providing replacement sidewalks in an area that has already been developed. Construction of the sidewalks would be compatible and is permitted by the applicable community plans and zoning designations and would not substantially degrade the existing visual character of the neighborhood. Furthermore, the project is not introducing any features that would substantially degrade visual character or quality of the site and its surroundings. Therefore, any impacts would be less than significant.

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

The proposed project is the replacement of existing sidewalk infrastructure. No new source of substantial light or glare would be created. In addition, no substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. The project would also be subject to the City's Outdoor Lighting Regulations per Municipal Code Section 142.0740. As such, any impacts would be less than significant.

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

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

The project site does not contain, and is not adjacent to, any lands identified as Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as show on maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resource Agency. Therefore, the project would not result in the conversion of such lands to non-agricultural use. No significant impacts would occur, and no mitigation measures are required.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Refer to response to II (a) above. There are no Williamson Act Contract lands on or within the vicinity of the project site. The project is consistent with the existing land use and the underlying zone. The project does not conflict with any agricultural use. No impacts would result.

- c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 1220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production. No designated forest land or timberland occur onsite. No impacts would result.

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

Refer to response II (c) above. Additionally, the project would not contribute to the conversion of any forested land to non-forest use, as surrounding land uses are built out residential or designated open-space areas containing native grasslands. No impacts would result.

- e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?

No Impact, Refer to II (a) and (c) above.

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

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

The San Diego Air Pollution Control District (SDAPCD) and San Diego Association of Governments (SANDAG) are responsible for developing and implementing the clean air plan for attainment and maintenance of the ambient air quality standards in the San Diego Air Basin (SDAB). The County Regional Air Quality Strategy (RAQS) was initially adopted in 1991, and is updated on a triennial basis (most recently in 2009). The RAQS outlines the SDAPCD's plans and control measures designed to attain the state air quality standards for ozone (O3). The RAQS relies on information from the California Air Resources Board (CARB) and SANDAG, including mobile and area source emissions, as well as information regarding projected growth in San Diego County and the cities in the county, to project future emissions and then determine the strategies necessary for the reduction of emissions through regulatory controls. CARB mobile source emission projections and SANDAG growth projections are based on population, vehicle trends, and land use plans developed by San Diego County and the cities in the county as part of the development of their general plans.

The RAQS relies on SANDAG growth projections based on population, vehicle trends, and land use plans developed by the cities and by the county as part of the development of their general plans. As such, projects that propose development that is consistent with the growth anticipated by local plans would be consistent with the RAQS. However, if a project proposes development that is greater than that anticipated in the local plan and SANDAG's growth projections, the project might be in conflict with the RAQS and may contribute to a potentially significant cumulative impact on air quality.

The project is consistent with the General Plan, Navajo Community Plan, Mission Valley Community Plan and the underlying Zoning designation for development. Therefore, the project would be Consistent at a sub-regional level with the underlying growth forecasts in the RAQS, and would not obstruct implementation of the RAQS. As such, any impacts would be less than significant.

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

Short-term Emissions (Construction)

Project construction activities would potentially generate combustion emissions from on-site heavy duty construction vehicles and motor vehicles transporting the construction crew and necessary construction materials. Exhaust emissions generated by construction activities would generally result from the use of typical construction equipment that may include excavation equipment, forklift, skip loader, and/or dump truck. Variables that factor into the total construction emissions potentially generated include the level of activity, length of construction period, number of pieces and types of equipment in use, site characteristics, weather conditions, number of construction personnel, and the amount of materials to be transported on or off-site. It is anticipated that construction equipment would be used on-site for four to eight hours a day; however, construction would be short-term and impacts to neighboring uses would be minimal and temporary.

Fugitive dust emissions are generally associated with land clearing and grading operations. Due to the nature and location of the project, construction activities are expected to create minimal fugitive dust, as a result of the disturbance associated with grading. Construction operations would include standard measures as required by the City of San Diego to reduce potential air quality impacts to less than significant. Therefore, impacts associated with fugitive dust are considered less than significant and would not violate an air quality standard or contribute substantially to an existing or projected air quality violation. Impacts related to short term emissions would be less than significant.

Long-term Emissions (Operational)

Long-term air emission impacts are those associated with stationary sources and mobile sources related to any change caused by a project. The project is the replacement of existing sidewalk infrastructure and is not expected to produce stationary source emissions. The project is compatible with the surrounding development and is permitted by the community plan and zone designation. Based on the residential land use, project emissions over the long-term are not anticipated to violate any air quality standard or contribute substantially to an existing or projected air quality violation. Impacts would be less than significant.

Overall, the project is not expected to generate substantial emissions that would violate any air quality standard or contribute to an existing or projected air quality violation; therefore, impacts would be less than significant.

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

As described above in response III (b), construction operations may temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and short-term in duration. Implementation of Best Management Practices (BMP's) would reduce potential impacts related to construction activities to a less than significant level. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under applicable federal or state ambient air quality standards. Impacts would be less than significant.

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

Short-term (Construction)

Odors would be generated from vehicles and/or equipment exhaust emissions during construction of the project. Odors produced during construction would be attributable to concentrations of unburned hydrocarbons from tailpipes of construction equipment and architectural coatings. Such odors are temporary and generally occur at magnitudes that would not affect a substantial number of people. Therefore, impacts would be less than significant.

Long-term (Operational)

The replacement of infrastructure is not expected to generate odors.

IV. BIOLOGICAL RESOURCES – Would the project:

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

As detailed in the Biological Memo prepared by Public Works, construction of the Project would result in permanent impacts to a total of 0.03 acre of Tier IV Disturbed Habitat and 0.0008 acre of Tier II Disturbed Diegan Coastal Sage Scrub – Baccharis Dominated. Per the City's CEQA Significance Thresholds, impacts to Tier IV habitat are not considered significant and do not require mitigation.

The project is located adjacent to the San Diego River. Per the submitted project Biological Memo ("Summary of Biological Resources for the San Diego Mission Road West of Fairmount Avenue Sidewalk South, San Diego CA" prepared by Rebecca Alvidrez (March 18, 2018)) approximately 0.132 acre of Riparian Woodland habitat is found within the Study Area. However, per the accepted biology report, the project will not impact any habitat that qualifies as City wetlands. Additionally, there is a chain-link fence that separates project limits from wetland habitat. There would be no change to this existing chain-link fence and therefore no change in the existing barrier.

The Project is located within and immediately adjacent to the City's Multi-Habitat Planning Area (MHPA) which lies north and south of the Project area. Per the Project's Biological Memo, no threatened, endangered, sensitive, MSCP covered, or narrow endemic animal or plant species were observed during the biological survey. There is historical occurrence and suitable habitat for least Bell's vireo (LBV) adjacent to the Project site. Project construction will occur outside of the breeding season for LBV (March 15-September 15) and thus no impacts to LBV are anticipated. Because the Project site is located within the paved right-of-way and the work includes improvements to an existing roadway, the project is compatible with the goals and policies of the City's MSCP. As documented in the Project's Biological Memo, the majority of MHPA Land Use Adjacency Guidelines (LUAG's) are not applicable to the Project or are achieved via Project design. The Project will implement a seasonal restriction on construction (stated above) in compliance with the MHPA Land Use Adjacency Guideline for noise. The Project is in compliance with the provisions of the City's MSCP for work occurring within and adjacent to the MHPA. The MHPA LUAG's will be included in the Site Development Permit and required to be depicted on the construction documents as appropriate. The project as proposed would not 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. Impacts are less than significant.

- b) Have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Please see response IV(a) above. The project would not have a substantial adverse effect on any riparian habitat or other community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Impacts are less than significant.

- 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?

Please see response IV(a) above. The project would not 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. As such, any impacts would be considered less than significant.

- 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?

Please see response IV(a) above. The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. As such, any impacts would be considered less than significant.

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

Refer to response IV (a) above. As such, any impacts would be considered less than significant.

- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Please see response IV(a) above. The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. As such, any impacts would be considered less than significant.

V. CULTURAL RESOURCES – Would the project:

- a) Cause a substantial adverse change in the significance of an historical resource as defined in §15064.5?

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

Archaeological Resources

Many areas of San Diego County, including mesas and the coast, are known for intense and diverse prehistoric occupation and important archaeological resources. The region has been inhabited by various cultural groups spanning 10,000 years or more. The project site is located on the City of San Diego's Historical Resources Sensitivity map. Furthermore, the project site is located within an area of the Mission Valley and Navajo Community Planning Areas that require special considerations with respect to the high potential archaeological sensitivity for project grading that could reveal unknown prehistoric resources.

While the construction of the project would be within the existing right-of-way, the project also includes new curb ramps, 190 linear feet (LF) of metal beam guardrail, 200 LF of one-foot tall gravity retaining wall, and new curb and gutter. Project disturbance for the sidewalk, curb and gutter, and gravity retaining wall will be shallower than 18-inches. The guardrail posts will be installed at a depth of approximately 3.5 feet within previously disturbed soil. Although the proposed project is mainly within the existing disturbed right-of-way the potential to disturbed native soil does exist. Mission Basilica San Diego de Alcalá (the Mission) is located within the area of potential effect (APE). The Mission is highly sensitive for potential archaeological resources. In addition, this project was required to comply with AB 52 Tribal Consultation. Consultation took place on May 22, 2019 (see below for more information).

Based on the preceding analysis/discussion, there is a potential for the project to impact archaeological resources and mitigation measures related to historical resources (archaeology) is required. All potential impacts related to the presence of archeological resources at the site would be reduced and addressed through the purview of a qualified Native American monitor. Monitoring by this individual would occur at all stages of ground-disturbing activities at the site. Furthermore, a Mitigation, Monitoring, and Reporting Program (MMRP), as detailed within Section V of the Mitigated Negative Declaration (MND), would be implemented to address this issue specifically. With implementation of the historical resources monitoring program, potential impacts on historical resources would be reduced to less than significant.

Built Environment

Historic property (built environment) surveys are required for properties which are 45 years of age or older and which have integrity of setting, location, design, materials, workmanship, feeling, and association. There are no existing structures on site. As such, no impacts would result.

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

Refer to response V (a) above.

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

The proposed project is replacing existing sidewalk infrastructure. Grading would occur within the existing right of way. The project includes new curb ramps, 190 LF of metal beam guardrail, 200 LF of one-foot tall gravity retaining wall, and new curb and gutter. Project disturbance for the sidewalk, curb and gutter, and gravity retaining wall will be shallower than 18-inches. The guardrail posts will be installed at a depth of approximately 3.5 feet within previously disturbed soil. Based upon the limited amount of grading, the proposed project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature. Impacts would be less than significant.

- d) Disturb and human remains, including those interred outside of dedicated cemeteries?

Although human remains were not identified in the archaeological testing of the property, the project is located within an archaeological site known to contain human remains. Therefore, there is the potential that human remains could be encountered.

Section IV of the MMRP contains provisions for the discovery of human remains. If human remains are discovered, work shall halt in that area and no soil shall be exported off-site until a determination can be made regarding the provenance of the human remains; 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. Based upon the required mitigation measure impacts would be less than significant.

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 checked="" type="checkbox"/>	<input type="checkbox"/>
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The project is not located within an Alquist-Priolo Fault Zone. Furthermore, the project would be required to comply with seismic requirement of the California Building Code, utilize proper engineering design and utilization of standard construction practices, to be verified at the building permit stage, in order to ensure that potential impacts based on regional geologic hazards would remain less than significant and mitigation is not required.

- ii) Strong seismic ground shaking?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The site could be affected by seismic activity as a result of earthquakes on major active faults located throughout the Southern California area. The project would utilize proper engineering design and utilization of standard construction practices, to be verified at the building permit stage, in order to ensure that potential impacts from regional geologic hazards would remain less than significant and mitigation is not required.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Liquefaction occurs when loose, unconsolidated, water-laden soils are subject to shaking, causing the soils to lose cohesion. Implementation of the project would not result in an increase in the potential for seismic-related ground failure, including liquefaction. Impacts would be less than significant.

- iv) Landslides?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project is replacing existing sidewalk infrastructure. Implementation of the project would not expose people or structure to potential adverse effects, including the risk of loss, injury, or death involving landslide.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project is replacing existing sidewalk infrastructure. Implementation of the project would not result in substantial soil erosion or the loss of topsoil.

- c) Be located on a geologic unit or soil that is unstable, or that would become

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

The project is replacing existing sidewalk infrastructure. Replacement of existing infrastructure would no result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

- d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?

The project is not located on expansive soil. No impacts would result.

- 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?

The project does not involve the use of septic tanks or alternative waste disposal systems.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

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

The construction of the project is consistent with the land use and designated zone and would not be expected to have a significant impact related to greenhouse gases.

In December 2015, the City adopted a Climate Action Plan (CAP) that outlines the actions that City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. The purpose of the Climate Action Plan Consistency Checklist (Checklist) is to, in conjunction with the CAP, provide a streamlined review process for proposed new development projects that are subject to discretionary review and trigger environmental review pursuant to the California Environmental Quality Act (CEQA).

Analysis of GHG emissions and potential climate change impacts from new development is required under CEQA. The CAP is a plan for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. Pursuant to CEQA Guidelines Sections 15064(h)(3), 15130(d), and 15183(b), a project's incremental contribution to a cumulative GHG emissions effect may be determined not to be cumulatively considerable if it complies with the requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP's assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined through the use of this Checklist

may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

The proposed project is not resulting in new occupancy buildings from which GHG emissions reductions could be achieved. Therefore, per the Climate Action Plan (CAP) Consistency Checklist, the proposed project will have a less-than-significant impact on the environment, either directly or indirectly, because the proposed project is consistent with the existing General Plan and Community Plan land use and underlying zoning designations.

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

The project as proposed would not conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing greenhouse gas emissions in that it would be constructed in an established suburban area with services and facilities available. In addition, the project is consistent with the underlying zone and land use designation.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

The project site was not listed in any of the databases for hazardous materials including being listed in the State Water Resources Control Board GeoTracker system, which includes leaking underground fuel tank sites inclusive of spills, leaks, investigations, and cleanups Program or the Department of Toxic Substances Control EnviroStor Data Management System, which includes CORTESE sites.

Construction activities for the project would involve the use of potentially hazardous materials including vehicle fuels, oils, transmission fluids, paint, adhesives, surface coatings and other finishing materials, cleaning solvents, and pesticides for landscaping purposes. However, the use of these hazardous materials would be temporary, and all potentially hazardous materials would be stored, used, and disposed of in accordance with manufacturers’ specifications, applicable federal, state, and local health and safety regulations. As such, impacts associated with the transport, use, or disposal of hazardous materials would be less than significant during construction.

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

Refer to response VIII (a) above.

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

The proposed project location is not within one-quarter mile of an existing or proposed school. Therefore, project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. No impact would result.

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

A hazardous waste site records search was completed in April 2019 using Geotracker <https://geotracker.waterboards.ca.gov/> The records search showed that no hazardous waste sites exist onsite or in the surrounding area. No impacts would result.

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

The proposed project is not located within an airport land use plan or within two miles of a public airport or public use airport. No impacts would result.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?

The proposed project is not located within the vicinity of a private airstrip. No impacts would result.

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

The project is replacement of existing infrastructure. It would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. No impacts would result.

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

The proposed project is the replacement of existing infrastructure. It would not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. No impact would result.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

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

The project would comply with all storm water quality standards during and after construction, and appropriate Best Management Practices (BMP's) will be utilized and provided for on-site. Implementation of these BMP's would preclude any violations of existing standards and discharge regulations. This will be addressed through the project's Conditions of Approval; therefore, impacts would be less than significant, and no mitigation measures are required.

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

The project does not require the construction of wells. The project is replacement of existing sidewalk infrastructure. The construction of the project may generate an incremental use of water but it would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level. Impacts would be less than significant.

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

The project would not substantially alter the existing drainage pattern of the site or the area. Streams or rivers do not occur on or adjacent to the site. Although grading is proposed, the project would implement on-site BMPs, therefore ensuring that substantial erosion or siltation on- or off-site would not occur. Impacts would be less than significant, and no mitigation measures are required.

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

The project is replacing existing sidewalk infrastructure. Furthermore, the project would implement low impact development principles ensuring that a substantial increase in the rate or amount of surface runoff resulting in flooding on or off-site, or a substantial alteration to the existing drainage pattern would not occur. Streams or rivers do not occur on or adjacent to the project site. Impacts would be less than significant, and no mitigation measures are required.

- e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The project is replacing existing sidewalk infrastructure. The project would not introduce any new conditions that would create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Impacts would be less than significant.

- f) Otherwise substantially degrade water quality?

The project would comply with all City storm water quality standards during and after construction. Appropriate BMP's would be implemented to ensure that water quality is not degraded. Impacts would be less than significant, and no mitigation measures are required.

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

The project is the reconstruction of existing sidewalk infrastructure. It would not place housing within a 100-year flood hazard as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. No impacts would result.

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

See Response (IX) (g). No impacts would result.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project is replacing existing infrastructure. It would not physically divide an established community.

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

The project is replacing existing infrastructure. It would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect.

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

See Response X (a) through (b). All potential impacts related to the presence of biological resources. Impacts would be less than significant.

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?

The proposed project is the replacement existing sidewalk infrastructure. It would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

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

The proposed project is the replacement existing sidewalk infrastructure. It would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan

XII. NOISE – Would the project result in:

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

The proposed project is the replacement of existing sidewalk infrastructure. It would not result in the generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. Any short-term noise impacts related to construction activities would be required to comply with the construction hours specified in the City's Municipal Code (Section 59.5.0404, Construction Noise), which are intended to reduce potential adverse effects resulting from construction noise.

- b) Generation of, excessive ground borne vibration or ground borne noise levels?

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.

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

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.

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

See response XII (a) above. Potential short-term effects from construction noise would be reduced through compliance with City restrictions. No significant long-term impacts would occur, and no mitigation measures are required.

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

The proposed project is not located within an airport land use plan, or within two miles of a public airport or public use airport. No impacts would result from the project.

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

expose people residing or working in the project area to excessive noise levels?

The proposed project is not located within the vicinity of a private airstrip.

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 proposed project is replacing existing infrastructure. It would not 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.

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

The project does not propose any housing. It is the replacement of existing sidewalk infrastructure. It would not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere.

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

The project does not propose any housing. It would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

XIV. PUBLIC SERVICES

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

- i) Fire protection

The project is replacement of existing sidewalk infrastructure. It would not require the construction of new fire protection facilities.

- ii) Police protection

The project is replacement of existing sidewalk infrastructure. It would not require the construction of new police protection facilities.

iii) Schools

The project is replacement of existing sidewalk infrastructure. It would not require the construction of new schools.

iv) Parks

The project is the replacement of existing sidewalk infrastructure. It would not require the construction of new parks.

v) Other public facilities

The project is the replacement of existing sidewalk infrastructure. It would not require the construction of any other new public facilities.

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?

The project is the replacement of existing sidewalk infrastructure. The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

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

The project is the replacement of existing sidewalk infrastructure. It does not include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment.

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?

The project is the replacement of existing sidewalk infrastructure. It would not 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.

- 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?

The project is the replacement of existing sidewalk infrastructure. It would not conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

- c) 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 project is the replacement of existing sidewalk infrastructure. It would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

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

The project is the replacement of existing sidewalk infrastructure. It would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).

- e) Result in inadequate emergency access?

The project is the replacement of existing sidewalk infrastructure. It would not result in inadequate 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?

The project is the replacement of existing sidewalk infrastructure. It would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

XVII. TRIBAL CULTURAL RESOURCES – Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

- a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

The project is the replacement of existing sidewalk infrastructure. It is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).

- b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Assembly Bill 52 (AB 52) requires as part of CEQA, evaluation of tribal cultural resources, notification of tribes, and opportunity for tribes to request a consultation regarding impacts to tribal cultural resources when a project is determined to require a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report under CEQA. In compliance with AB-52, the City notified all tribes that have previously requested such notification for projects within the City of San Diego. On May 22, 2019 the City of San Diego received a letter of interest from Iipay Nation of Santa Ysabel and the Jamul Indian Village requesting to engage with the City for the purposes of AB 52. In order to implement AB 52 consultation, the City of San Diego Development Services Department (DSD), the Jamul Indian Village, and the Iipay Nation of Santa Ysabel engaged in consultation for the project. Through this consultation process, it was determined no additional mitigation measures were needed to address this issue area in addition to what had already been recommended for the project which will be incorporated into the Mitigation, Monitoring, and Reporting Program (MMRP).

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

The proposed project is the replacement of existing sidewalk infrastructure. It would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

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

The proposed project is the replacement of existing sidewalk infrastructure. It would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

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

The proposed project is the replacement of existing sidewalk infrastructure. It would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

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

The proposed project is the replacement of existing sidewalk infrastructure. The proposed project would be served by existing water supplies. No new or expanded entitlements are needed.

- e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

The proposed project is the replacement of existing sidewalk infrastructure. It would not result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments.

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

The proposed project is the replacement of existing sidewalk infrastructure. It would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.

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

The proposed project is the replacement of existing sidewalk infrastructure. It would comply with federal, state, and local statutes and regulation related to solid waste.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE -

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

This analysis has determined that, although there is the potential of significant impacts related to Cultural Resources (Archaeology) and Tribal Cultural Resources. As such, mitigation measures included in this document would reduce these potential impacts to a less than significant level as outlined within the Mitigated Negative Declaration.

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

Cumulative impacts can result from individually minor but collectively significant actions taking place over time. For the purpose of this Initial Study, the project may have cumulative considerable impacts to Cultural Resources (Archaeology) and Tribal Cultural Resources. As such, mitigation measures included in this document would reduce these potential impacts to a less than significant. Other future projects within the surrounding neighborhood or community would be required to comply with applicable local, State, and Federal regulations to reduce potential impacts to less than significant, or to the extent possible. As such, the project is not anticipated to contribute to potentially significant cumulative environmental impacts.

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

The reconstruction of existing sidewalk infrastructure is consistent with the setting and with the use anticipated by the City. Based on the analysis presented above, implementation of the aforementioned mitigation measures would reduce environmental impacts such that no substantial adverse effects on humans would occur.

**INITIAL STUDY CHECKLIST
REFERENCES**

I. Aesthetics / Neighborhood Character

- City of San Diego General Plan
- Community Plans: Mission Valley Community Plan, Navajo Community 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 and Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001
- City of San Diego Land Development Code Biology Guidelines
- Site Specific Report:

V. Cultural Resources (includes Historical Resources and Built Environment)

- City of San Diego Historical Resources Guidelines
- City of San Diego Archaeology Library
- Historical Resources Board List
- Community Historical Survey:
- Site Specific Report:

VI. Geology/Soils

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

VII. Greenhouse Gas Emissions

- Site Specific Report:

VIII. Hazards and Hazardous Materials

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

IX. Hydrology/Drainage

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

X. Land Use and Planning

- City of San Diego General Plan
- Community Plan
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination:
- Other Plans:

XI. Mineral Resources

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps
- City of San Diego General Plan: Conservation Element
- Site Specific Report:

XII. Noise

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

XIII. Paleontological Resources

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

XIV. Population / Housing

- City of San Diego General Plan
- Community Plan
- Series 11/Series 12 Population Forecasts, SANDAG
- Other:

XV. Public Services

- City of San Diego General Plan
- Community Plan

XVI. Recreational Resources

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

XVII. Transportation / Circulation

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

XVIII. Utilities

- Site Specific Report:

XIX. Water Conservation

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

XX. Water Quality

- Clean Water Act Section 303(b) list, http://www.swrcb.ca.gov/tmdl/303d_lists.html
- Site Specific Report:

Revised: August 2019

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San Diego Mission Road West of Fairmount Avenue Sidewalk S/S

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Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Legend

— Limits of Improvements



COMMUNITY NAME: Navajo; Mission Valley COUNCIL DISTRICT: 7

SAP ID: B13130

Date: April 17, 2018

San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S
Appendix A - Mitigated Negative Declaration



APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **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.

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any 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.

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 5 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 6 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 7 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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

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.

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

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.

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

- 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="checkbox"/>	<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>			

Fire Hydrant Meter Removal Request	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: \$ 936.00	Fees Amount: \$ 62.00
Meter Serial #	Meter Size: 05	Meter Make and Style: 6-7
Backflow #	Backflow Size:	Backflow Make and Style:
Name:	Signature:	Date:

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

NOTE: CONTRACTOR TO CALCULATE TO THE 2ND DECIMAL PLACE.

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

San Diego Mission Road West of Fairmount Avenue Sidewalk S/S

SENIOR ENGINEER
Daniel Nutter
619-533-4662

PROJECT MANAGER
Hong Le
619-533-4662

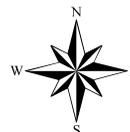
PROJECT ENGINEER
Michael Bolouri
619-533-5264

FOR QUESTIONS ABOUT THIS PROJECT
Call: 619-533-4207
Email: engineering@sandiego.gov



Legend

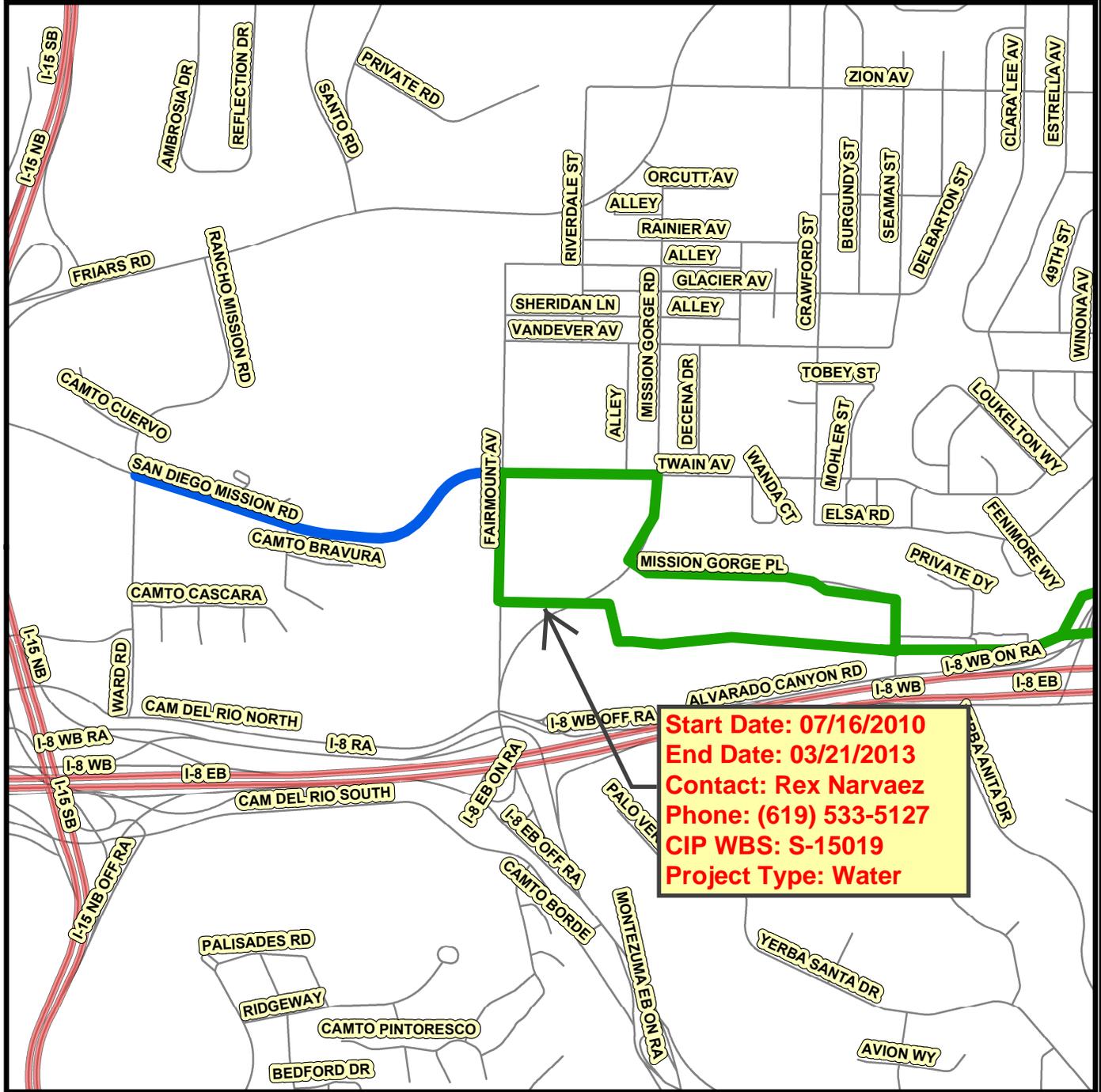
— Limits of Improvements



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APPENDIX F
ADJACENT PROJECTS MAP

ADJACENT PROJECTS



Legend

- Alvarado Trunk Sewer Phase IV
- SD Mission Rd W/o Fairmount Ave Sidewalk S/S



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APPENDIX G
HAZARDOUS LABEL/FORMS

HAZARDOUS WASTE

STATE AND FEDERAL LAW PROHIBITS IMPROPER DISPOSAL
IF FOUND, CONTACT THE NEAREST POLICE, OR PUBLIC SAFETY
AUTHORITY, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY
OR THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES

GENERATOR NAME _____

ADDRESS _____ 24 HR. PHONE () _____

CITY _____ STATE _____ ZIP _____

EPA ID NO. _____ MANIFEST DOCUMENT NO. _____

EPA WASTE NO. _____ CA WASTE NO. _____ ACCUMULATION START DATE _____ / ____ / ____

CONTENTS, COMPOSITION _____

PROPER DOT SHIPPING NAME _____

TECHNICAL NAME (S) _____

UN/NA NO. WITH PREFIX _____

PHYSICAL STATE HAZARDOUS PROPERTIES FLAMMABLE TOXIC
 SOLID LIQUID CORROSIVE REACTIVE OTHER _____

HANDLE WITH CARE!
CONTAINS HAZARDOUS OR TOXIC WASTES

INCIDENT/RELEASE ASSESSMENT FORM ¹

If you have an emergency, Call 911

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

Questions for Incident Assessment:

	YES	NO
1. Was anyone killed or injured, or did they require medical care or admitted to a hospital for observation?	<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.

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

NON REPORTABLE RELEASE INCIDENT FORM

1. RELEASE AND RESPONSE DESCRIPTION

Incident # _____

Date/Time Discovered	Date/Time Discharge	Discharge Stopped <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 ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Chemical	Quantity <input type="checkbox"/> GAL <input type="checkbox"/> LBS <input type="checkbox"/> FT ³
Clean-Up Procedures & Timeline:	
Completed By:	Phone:
Print Name:	Title:

EMERGENCY RELEASE FOLLOW - UP NOTICE REPORTING FORM

A	BUSINESS NAME	FACILITY EMERGENCY CONTACT & PHONE NUMBER () -
B	INCIDENT DATE: MO DAY YR TIME OES NOTIFIED (use 24 hr time)	OES CONTROL NO.
C	INCIDENT ADDRESS LOCATION	CITY / COMMUNITY COUNTY ZIP
D	CHEMICAL OR TRADE NAME (print or type)	CAS Number
D	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"/>
D	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
D	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
E	ACTIONS TAKEN	
F	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) _____	
G	ADVICE REGARDING MEDICAL ATTENTION NECESSARY FOR EXPOSED INDIVIDUALS	
H	COMMENTS (INDICATE SECTION (A - G) AND ITEM WITH COMMENTS OR ADDITIONAL INFORMATION)	
I	CERTIFICATION: I certify under penalty of law that I have personally examined and I am familiar with the information submitted and believe the submitted information is true, accurate, and complete. REPORTING FACILITY REPRESENTATIVE (print or type) _____ SIGNATURE OF REPORTING FACILITY REPRESENTATIVE _____ DATE: _____	

EMERGENCY RELEASE FOLLOW-UP NOTICE REPORTING FORM INSTRUCTIONS

GENERAL INFORMATION:

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

BASIC INSTRUCTIONS:

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

SPECIFIC INSTRUCTIONS:

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

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

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

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

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

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

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

Block H: List any additional pertinent information.

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

MAIL THE COMPLETED REPORT TO:

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

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

APPENDIX H
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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• 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:

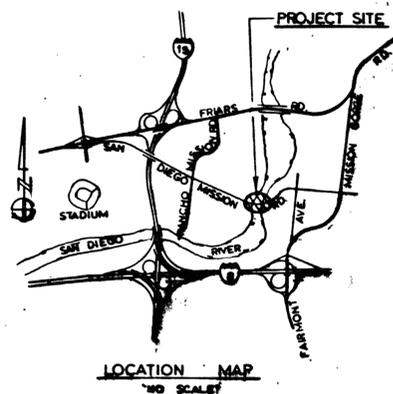
Monday through Friday X:XX AM to X:XX PM.

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

APPENDIX I

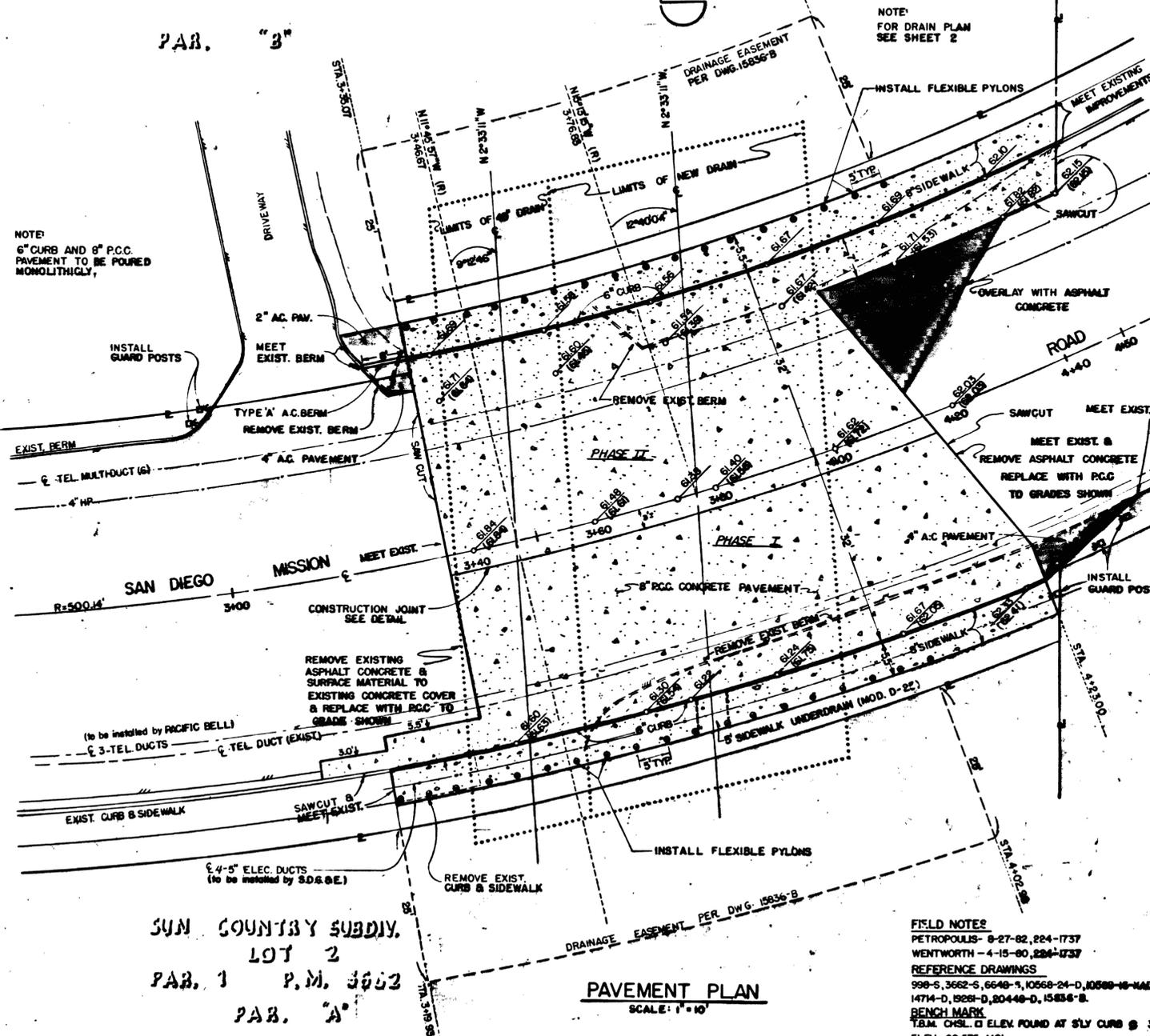
SAN DIEGO MISSION ROAD CULVERT – AS-BUILT



RANCHO MISSION SAN DIEGO
 P.O.B. LOT 43
 SEC. 343 P.M. 993
 PAR. "3"

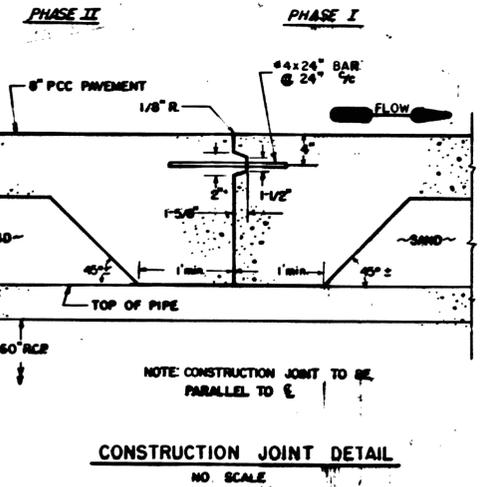
NOTE:
 BEFORE EXCAVATION VERIFY LOCATION
 OF UNDERGROUND UTILITIES. CONTACT:
 SAN DIEGO GAS & ELECTRIC 1800-422-4133
 PACIFIC BELL
 WATER & SEWER 236-5650
 COMMUNICATIONS DIV. 236-8508

IMPROVEMENTS	STD. DRWGS.	LEGEND
RIP RAP (1/4 TON)		
P.C.C. PAVEMENT (800-A-2500)		
AC. OVERLAY		
6" CURB (820-A-2500)	6-1	
SIDEWALK (800-A-2500)	6-7J	
SIDEWALK UNDERDRAIN	D-25 (MOD.)	
R.C.P. PIPE (60")		
G.M.P. " (48")		
STRUCTURAL CONCRETE (800-A-2500)		
HEADWALL (100-C-3000)		
A.C. BERM (TYPE 'A')	6-5	
LEAN CONCRETE (400-C-2000)		
SANDFILL		
FLEXIBLE PYLONS		
GUARD POST	M-9J	



NOTE:
 6" CURB AND 6" P.C.C.
 PAVEMENT TO BE POURED
 MONOLITHICALLY.

NOTE:
 FOR DRAIN PLAN
 SEE SHEET 2



STANDARD SPECIFICATIONS
 1. STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION
 2. STANDARD SPECIAL PROVISIONS AND (1982 ED)
 3. CITY OF SAN DIEGO STANDARD SPECIAL PROVISIONS, DOCUMENT
 NO. 768688, FILED MAY 5, 1983.
 4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "MANUAL OF
 TRAFFIC CONTROL DEVICES FOR USE IN PERFORMANCE OF WORK
 UPON HIGHWAYS" (977 ED) DOCUMENT NO. 767328, FILED 1-1-80

STANDARD DRAWINGS
 1. SAN DIEGO REGIONAL STANDARD DRAWINGS, AND
 2. CITY OF SAN DIEGO STANDARD DRAWINGS, DOCUMENT NO.
 768710, FILED JUNE 22, 1983.

TRAFFIC CONTROL SEE SHEET 4

SPECIFICATION NO. 5347
 City Contract

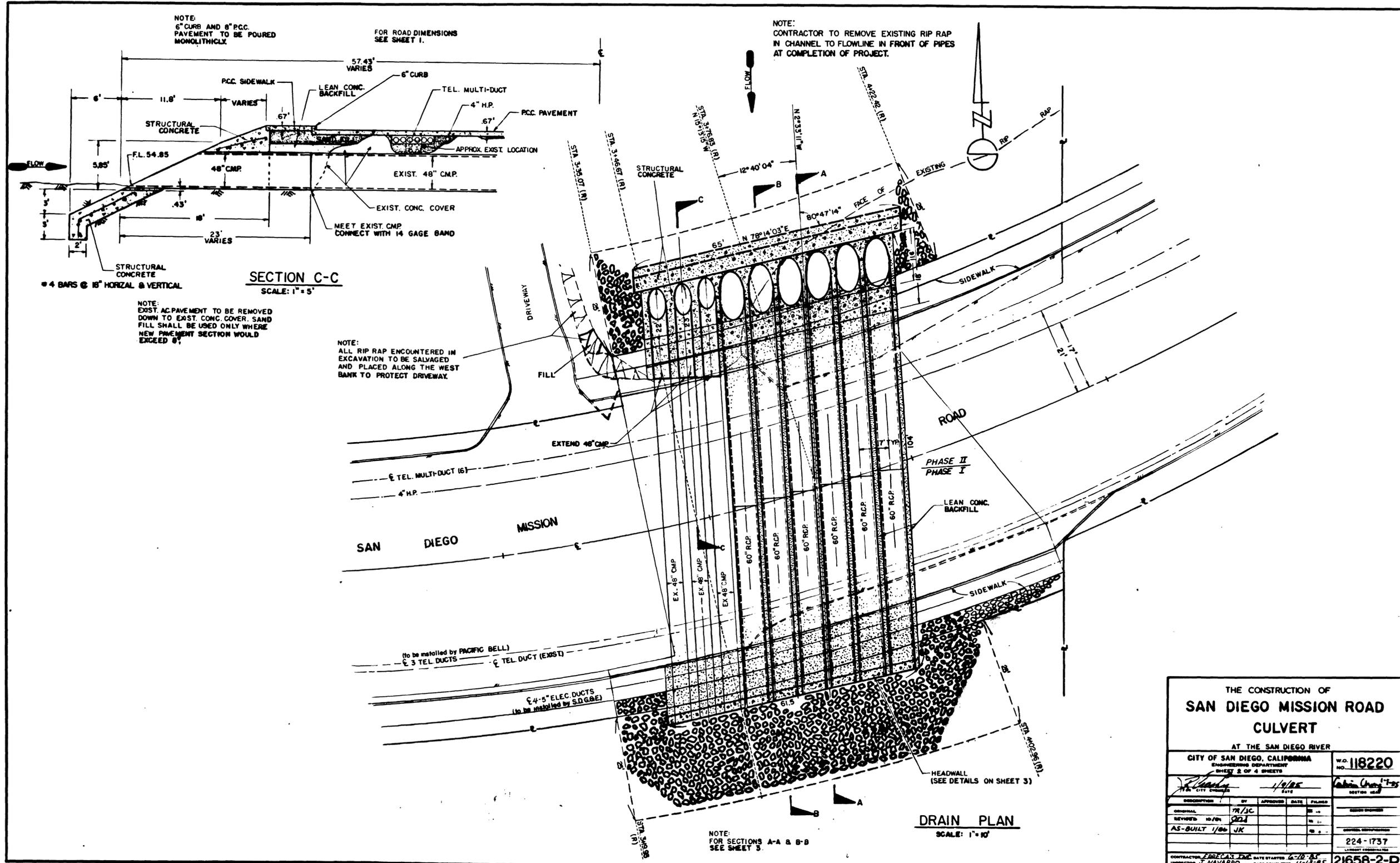
THE CONSTRUCTION OF SAN DIEGO MISSION ROAD CULVERT AT THE SAN DIEGO RIVER		W.A. 118220
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 1 OF 4 SHEETS		
DATE: 1/1/85	BY: [Signature]	DATE: 1/1/85
REVISION: 1/1/85	BY: [Signature]	DATE: 1/1/85
AS-BUILT: 1/1/85	BY: [Signature]	DATE: 1/1/85
224-1737		21658-1-D

FIELD NOTES
 PETROPOLIS - 8-27-82, 224-1737
 WENTWORTH - 4-15-80, 224-1737
REFERENCE DRAWINGS
 998-S, 3662-S, 6648-S, 10568-24-D, 10568-18-WAD, 14077-D,
 14714-D, 1928-D, 20448-D, 15838-B.
BENCH MARK
 T.B.M. CHSL. O ELEV. FOUND AT SLY CURB @ 3+25
 ELEV. +62.575 MSL.

SUN COUNTRY SUBDIV.
 LOT 2
 PAR. 1 P.M. 3902
 PAR. "A"

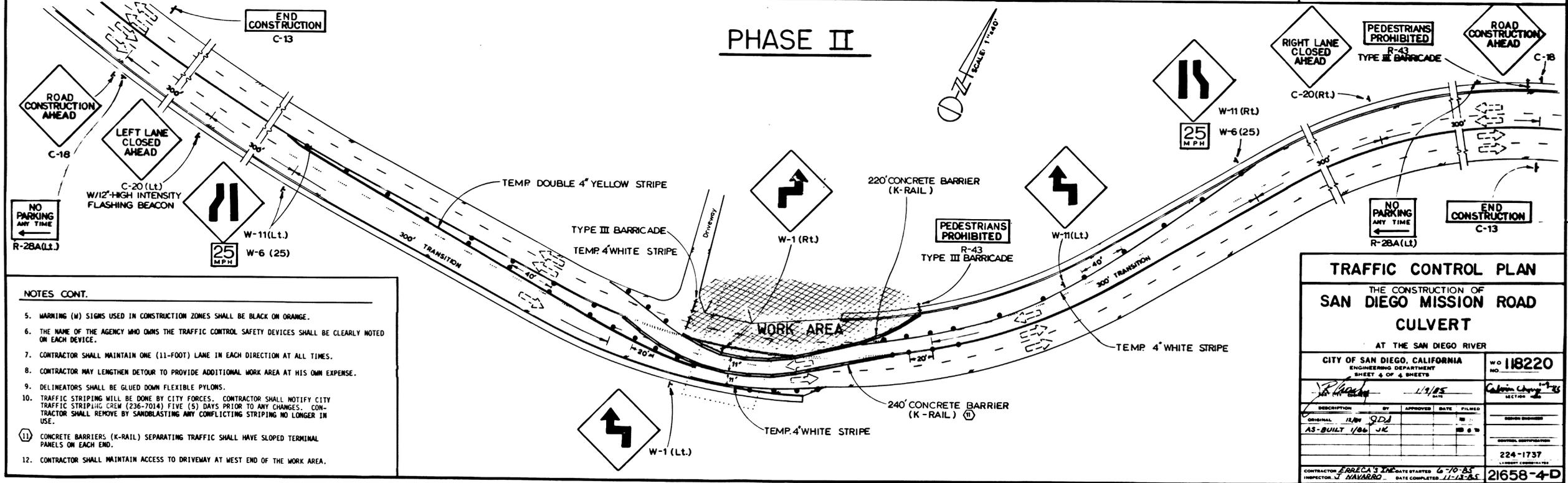
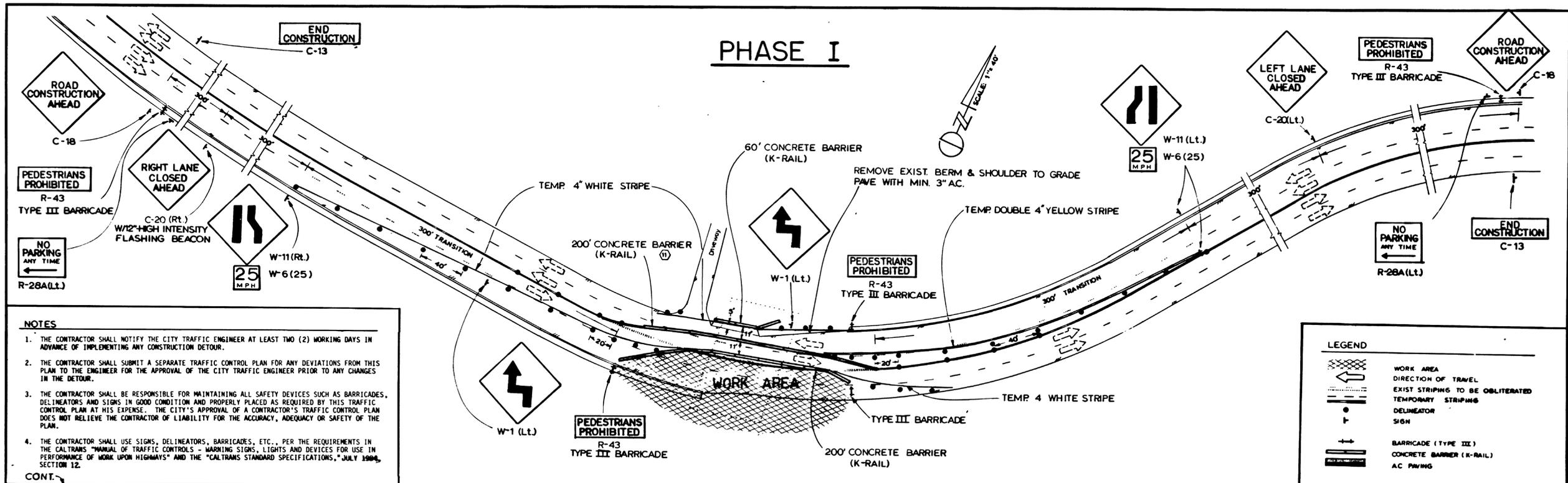
PAVEMENT PLAN
 SCALE: 1" = 10'

AS-BUILT



THE CONSTRUCTION OF SAN DIEGO MISSION ROAD CULVERT AT THE SAN DIEGO RIVER			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING DEPARTMENT SHEET 2 OF 4 SHEETS			W.D. NO. 118220
 J. NAVARRO <small>INSPECTOR</small>		 Calvin Cheng <small>DESIGNER</small>	
DATE	DATE	DATE	DATE
1/10/85	1/10/85		
DESCRIPTION	BY	APPROVED	DATE
ORIGINAL	TR/JC		
REVISED 10/20	JK		
AS-BUILT 1/26	JK		
CONTRACTOR: LABEYAN, INC. DATE STARTED: 6-27-85			224-1737
INSPECTOR: J. NAVARRO DATE COMPLETED: 11-18-85			21658-2-D

AS-BUILT



AS-BUILT

APPENDIX J

SITE DEVELOPMENT PERMIT - DRAFT

(a) Findings for all Site Development Permits Section 126.0504

1. The proposed development will not adversely affect the applicable land use plan;

The proposed development (Project) will install approximately 930 linear feet (LF) of new four- to five-foot-wide concrete sidewalk and 2-foot-wide curb and gutter to replace the existing, deteriorated asphalt concrete (AC) walkway along the south side of San Diego Mission Road from Fairmount Avenue to the San Diego Mission Road overcrossing of the San Diego River. The Project also includes construction of new curb ramps, 190 LF of metal beam guardrail, 200 LF of a one-foot-tall gravity retaining wall, relocation of street signs, adjustments of utilities to grade, and restriping of San Diego Mission Road. A buffered bike lane will be striped from Rancho Mission Road to Fairmount Avenue.

The Project is located within the Mission Valley and Navajo Community Planning Areas. The underlying land use is designated as road right-of-way. The Navajo and Mission Valley Community Plans call for enhanced pedestrian and bicycle connectivity by including sidewalks and bike facilities along major roadways throughout both communities. Surrounding land uses include the Mission San Diego de Alcalá (a designated historical resource), Open Space Park Preserve, Industrial Park, Low-Rise Office Space, as well as single- and multi-family residential properties. The Multi-Habitat Planning Area (MHPA) lies immediately adjacent to a portion of the Project area where San Diego Mission Road crosses the San Diego River.

The existing AC walkway along the south side of San Diego Mission Road does not presently meet current City design standards for a sidewalk (including storm water and Accessibility) and does not provide the community with a uniform path of travel. The new concrete sidewalk will create a safe path of travel for pedestrians from the surrounding residential communities.

Because the Project will construct elements encouraged by the Navajo and Mission Valley Community Plans, improve pedestrian safety, comply with the City's storm water standards, improve Accessibility along this roadway segment of San Diego Mission Road, and the proposed improvements are standard for the designated land use at the project site (right-of-way), the Project will not adversely affect the applicable land use plan.

2. The proposed development will not be detrimental to the public health, safety, and welfare; and

The Project includes the upgrade and replacement of existing City maintained infrastructure and will not be detrimental to public health, safety, and welfare. The existing AC walkway flanking the south side of San Diego Mission Road is deteriorated and fails to meet current City design standards. The Project will bring the existing sidewalk up to current standards with respect to storm water, Accessibility, and safety. The new sidewalk will enhance public welfare by improving pedestrian travel for the surrounding residential community. The Project will not result in any public health concerns.

3. The proposed development will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code.

The Project is subject to the City's Environmentally Sensitive Lands (ESL) regulations of the Land Development Code (LDC) due to impacts to Sensitive Biological Resources including permanent impacts to approximately 0.0008 acre of disturbed Diegan coastal sage scrub (D-DCSS). The Project site is also located within and immediately adjacent to the City's MHPA where San Diego Mission Road crosses the San Diego River.

Per the ESL regulations, allowed uses within ESL are those allowed in the applicable zone. The Project is within unzoned, public right-of-way and thus no development area regulations apply. The ESL regulations require Project impacts to be analyzed and mitigated for in accordance with the California Environmental Quality Act (CEQA). Project impacts to Tier II habitats (D-DCSS) less than 0.1 acre are not considered significant per the City's CEQA significance thresholds and do not require any mitigation.

The ESL regulations also require all development proposals to be consistent with the MSCP Subarea Plan which contains criteria for coverage for special status species, directives on compatible land uses and guidelines for lands that occur adjacent to the MHPA. The San Diego River corridor that occurs adjacent to a portion of the Project site, contains suitable habitat for least Bell's vireo (LBV), an MSCP covered species. Per the Project's biological letter report, there is historical occurrence of this species in the project vicinity. Habitat will not be directly impacted and construction at the San Diego River overcrossing will occur outside of the nesting season for LBV which occurs between March 15 and September 15. As such the Project complies with the conditions of coverage in the MSCP for LBV.

Because the Project site is located within the paved right-of-way and the work includes improvements to an existing roadway, the project is compatible with the goals and policies of the City's MSCP and complies with all requirements of Section 1.4.2 of the City's MSCP Subarea Plan as outlined in the Project's Biological Memo.

The majority of MHPA Land Use Adjacency Guidelines are not applicable to the Project or are achieved via Project design or construction Best Management Practices (BMPs). The Project will implement a seasonal restriction on construction (stated above) in compliance with the MHPA Land Use Adjacency Guideline for noise. Thus, the Project follows the provisions of the City's MSCP for work occurring within and adjacent to the MHPA.

The Project complies with all applicable ESL regulations and is therefore in compliance with the applicable regulations of the Land Development Code.

(b) Supplemental Findings--Environmentally Sensitive Lands

- 1. The site is physically suitable for the design and siting of the proposed development and the development will result in minimum disturbance to environmentally sensitive lands;**

The Project is located within the public right-of-way which allows for streets and associated improvements such as sidewalks to facilitate public travel. An AC walkway currently exists at the project site. The Project will replace the existing AC walkway with a concrete sidewalk, curb and gutter designed to current City standards. Because the Project is the replacement of

an existing walkway, the site is considered physically suitable for the design and siting of the Project.

The sidewalk improvements will result in minor direct impacts to ESL in the form of sensitive biological resources (0.0008 acres of D-DCSS), which are not considered significant and require no mitigation. The impact is the minimum necessary for the completion of the Project.

- 2. The proposed development will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, flood hazards, or fire hazards;**

The underlying geologic hazard zone for the project site is 31 (Liquefaction) which is defined by the City's CEQA Significance Thresholds as "high potential – shallow groundwater, major drainages, hydraulic fills". The replacement of the existing walkway will result in minimal disturbance below surface grade and thus no undue risk from geologic hazards will occur. Construction Best Management Practices (BMPs) will be implemented during construction consistent with the approved Water Pollution Control Plan (WPCP). Permanent storm water BMPs include site design and source control which will improve storm water quality throughout the project area. The Project is located within a floodway but involves replacement of existing roadway appurtenances and would not create or worsen flood conditions. The Project is not located within a brush management zone, does not propose any planting of vegetation, and would not result in risks of fire hazards.

- 3. The proposed development will be sited and designed to prevent adverse impacts on any adjacent environmentally sensitive lands;**

The Project is primarily surrounded by developed land except for the overcrossing of the San Diego River. The impact to D-DCSS is not significant under CEQA. The project site prevents adverse impacts to adjacent Environmentally Sensitive Lands (ESL) by utilizing the current development footprint of the existing AC walkway. The replacement of the guardrail will keep future pedestrian traffic directed onto the sidewalk and out of adjacent ESL. Project limits are staked during construction to prevent unauthorized encroachment outside of the approved project limits, further preventing adverse impacts to the adjacent ESL.

- 4. The proposed development will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan;**

Per the Project's biological memo, no threatened, endangered, sensitive, MSCP-covered, or narrow endemic animal or plant species were observed during the general biological survey and only LBV is known to occur historically within the vicinity of the San Diego River overcrossing. The majority of MHPA land use adjacency guidelines are not applicable to the Project or are achieved via Project design. The Project will implement a seasonal restriction on construction between March 15 and September 15 in compliance with the MHPA Land Use Adjacency Guidelines for noise. The Project follows the provisions of the City's MSCP for work occurring within and adjacent to the MHPA as documented in the biological memo prepared for the Project.

- 5. The proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply; and**

The proposed project site is located approximately nine miles inland from the nearest beach or shoreline. Therefore, the proposed development will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply.

- 6. The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed development.**

Direct impacts to a total of 0.0008 acre of Tier II vegetation (D-DCSS) are below the 0.10-acre level of significance as defined in the City's biology guidelines and CEQA significance thresholds and thus no compensatory mitigation is required for these impacts. Project design and construction considerations focus on minimizing impacts to sensitive biological resources as much as possible. Project features include storm water quality improvements intended to alleviate negative impacts created by the proposed development post-construction. The Project will implement archaeological and Native American monitoring during construction to reduce potential impacts to historical resources below a level of significance in compliance with Historical Resources Regulations.

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 Jerusalem Construction Inc., dba Miramar General Engineering, herein called "Contractor" for construction of **San Diego Mission Rd w/o Fairmount Ave Sidewalk**; Bid No. **K-20-1839-DBB-3**; in the amount of **Four Hundred Thirty Five Thousand Four Hundred Twenty Two Dollars and Sixty Eight Cents (\$435,422.68)**, which is comprised of the Base Bid.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S**, on file in the office of the Public Works Department as Document No. **B-13130**, 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 **San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S**, Bid Number **K-20-1839-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

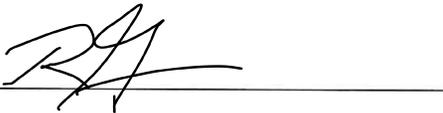
IN WITNESS WHEREOF, this Agreement is signed by the City of San Diego, acting by and through its Mayor or designee, pursuant to Municipal Code §22.3102 authorizing such execution.

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By 

By 

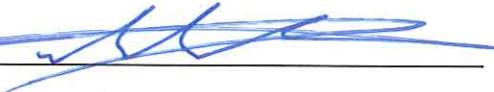
Print Name: Stephen Samara
Principal Contract Specialist
Public Works Department

Print Name: Ryan P. Gerrity
Deputy City Attorney

Date: 6/12/2020

Date: 6/12/2020

CONTRACTOR

By 

Print Name: Alex Karaja

Title: President

Date: 05/21/2020

City of San Diego License No.: B2016000313

State Contractor's License No.: 1009541

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000033057

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

Pursuant to "Notice Inviting Bids", specifications, and requirements on file with the City Clerk, and subject to all provisions of the Charter and Ordinances of the City of San Diego and applicable laws and regulations of the United States and the State of California, the undersigned hereby proposes to furnish to the City of San Diego, complete at the prices stated herein, the items or services hereinafter mentioned. The undersigned further warrants that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

The undersigned bidder(s) further warrants that bidder(s) has thoroughly examined and understands the entire Contract Documents (plans and specifications) and the Bidding Documents therefore, and that by submitting said Bidding Documents as its bid proposal, bidder(s) acknowledges and is bound by the entire Contract Documents, including any addenda issued thereto, as such Contract Documents incorporated by reference in the Bidding Documents.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID UNDER 23
UNITED STATES CODE 112 AND PUBLIC CONTRACT CODE 7106**

State of California

County of San Diego

The bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 5-1.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 5-1.2, "California Building Code, California Code of Regulations Title 24 and Americanswith Disabilities Act.", of the project specifications, and that:

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 5-1.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code § 22.3004.

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

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:

San Diego Mission Rd w/o Fairmount Ave Sidewalk S/S

(Project Title)

as particularly described in said contract and identified as Bid No. **K-20-1839-DBB-3**; SAP No. (WBS/IO/CC) **B-13130**; 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 - Section 3-2, "SELF-PERFORMANCE", which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

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

Certified Minority Business Enterprise	MBE	Certified Woman Business Enterprise	WBE
Certified Disadvantaged Business Enterprise	DBE	Certified Disabled Veteran Business Enterprise	DVBE
Other Business Enterprise	OBE	Certified Emerging Local Business Enterprise	ELBE
Certified Small Local Business Enterprise	SLBE	Small Disadvantaged Business	SDB
Woman-Owned Small Business	WoSB	HUBZone Business	HUBZone
Service-Disabled Veteran Owned Small Business	SDVOSB		
- ② As appropriate, Bidder shall indicate if Subcontractor is certified by:

City of San Diego	CITY	State of California Department of Transportation	CALTRANS
California Public Utilities Commission	CPUC		
State of California's Department of General Services	CADoGS	City of Los Angeles	LA
State of California	CA	U.S. Small Business Administration	SBA

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER	MATERIALS OR SUPPLIES	DOLLAR VALUE OF MATERIAL OR SUPPLIES	SUPPLIER (Yes/No)	MANUFACTURER (Yes/No)	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ^①	WHERE CERTIFIED ^②
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE,SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |
- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

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. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**

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 Miramar General Engineering as Principal, and
North American Specialty Insurance Company as Surety, are

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

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

San Diego Mission Road w/o Fairmount Avenue Sidewalk S/S K-20-1839-DBB-3

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

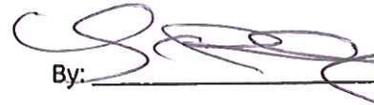
SIGNED AND SEALED, this 16th day of March, 2020

Miramar General Engineering (SEAL) North American Specialty Insurance Company (SEAL)

(Principal)

(Surety)

By: 

By:  Cyndi Beilman
Attorney-in-Fact

(Signature)

(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of San Diego }

On March 16, 2020 before me, Pam Davis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

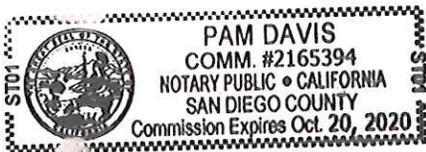
personally appeared Cyndi Beilman
Name(s) of Signer(s)

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 *Pam Davis*
Signature of Notary Public Pam Davis



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

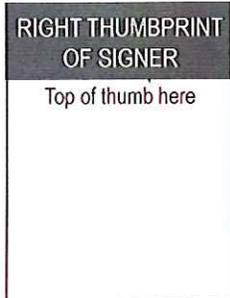
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

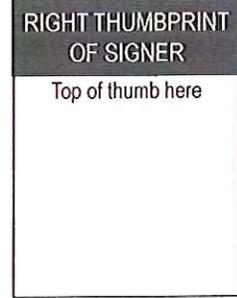
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing:

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

CYNDI BEILMAN, ANNE WRIGHT, AND DANA MICHAELIS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 18 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of March, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

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: Jerusalem Construction, Inc. DBA Miramar General Engineering

Certified By Ala Karaja Title President
Name

Signature Date 03/24/2020

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
Jerusalem Construction, Inc.		Miramar General Engineering	
Street Address	City	State	Zip
1827 Cleveland Ave, National City		CA	91950
Contact Person, Title		Phone	Fax
Alex Karaja		619-434-5900	858-408-7191

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
Ala Karaja	President
City and State of Residence	Employer (if different than Bidder/Proposer)
La Jolla, CA	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

*** Use Additional Pages if Necessary ***

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

Ala Karaja

03/24/2020

Print Name, Title

Signature

Date

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

**DEBARMENT AND SUSPENSION CERTIFICATION
(PRIME CONTRACTOR)**

EFFECT OF DEBARMENT OR SUSPENSION
To promote integrity in the City's contracting processes and to protect the public interest, the City shall only enter into contracts with responsible bidders and contractors. In accordance with San Diego Municipal Code §22.0814 (a): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s)

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

NAME	TITLE
Ala Karaja	President

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Contractor Name: Jerusalem Construction, Inc. DBA Miramar General Engineering

Certified By Ala Karaja Title President

Name

 Date 03/24/2020

Signature

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

**DEBARMENT AND SUSPENSION CERTIFICATION
(FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**

Names of the Principal individual owner(s)

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of Names of the Principal Individual owner(s) for their subcontractor/supplier/manufacturers.

Please indicate if principal owner is serving in the capacity of **subcontractor, supplier, and/or manufacturer**:

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Clint Linton, Red Tail Environmental	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
David Brilhante, Statewide Stripes	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Allan Henderson, American Asphalt	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Amy Tsui, Ace Fence Company	President

Contractor Name: Jerusalem Construction, Inc. DBA Miramar General Engineering

Certified By Ala Karaja Title President

Name

 Date 03/24/2020
 Signature

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

Bid Results

Bidder Details

Vendor Name Jerusalem Construction, Inc. DBA Miramar General
Address 1827 Cleveland Ave
 National City, CA 91950
 United States
Respondee Alex Karaja
Respondee Title alex@miramargeneral.com
Phone 619-434-5900 Ext.
Email alex@miramargeneral.com
Vendor Type ELBE,CADIR,PQUAL,Local
License # 1009541
CADIR 1000033057

Bid Detail

Bid Format Electronic
Submitted March 24, 2020 1:51:55 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 205410
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractor's Certification of Pending Actions	Contractor's Certification of Pending Actions.pdf	Contractor Certification of Pending Actions
Mandator Disclosure of Business Interests	Mandatory Disclosure of Business Interests Form.pdf	Mandatory Disclosure of Business Interests
Debarment and Suspension Certificate	Debarment Certification PRIME.pdf	Debarment and Suspension Certification (Prime)
Debarment Certification Subcontractor	Debarment Certification Sub.pdf	Debarment and Suspension Certification (Subcontractors/Suppliers/Manufacturers)
Bid Bond	Bid Bond.pdf	Bid Bond

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Main Bid					
1	Bonds (Payment and Performance)					
	524126	LS	1	\$15,000.00	\$15,000.00	
2	Field Orders (EOC Type II)					
		AL	1	\$31,500.00	\$31,500.00	
3	Midwest Guardrail System					
	237110	LF	338	\$75.00	\$25,350.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
4	ADA Compliant Storm Drain Grate Replacement					
	237110	EA	1	\$3,500.00	\$3,500.00	
5	Flared Terminal End Treatment					
	237110	EA	1	\$7,000.00	\$7,000.00	
6	Flexible Post Delineators					
	237310	EA	115	\$120.00	\$13,800.00	
7	Mobilization					
	237310	LS	1	\$6,500.00	\$6,500.00	
8	Clearing and Grubbing					
	238910	LS	1	\$22,000.00	\$22,000.00	
9	Excavate and Export (Unclassified)					
	237310	CY	62	\$50.00	\$3,100.00	
10	Remove and Replace Existing Sidewalk					
	237310	SF	60	\$10.00	\$600.00	
11	Rolled Curb					
	237310	LF	22	\$40.00	\$880.00	
12	6" Wide Retaining Curb					
	237310	LF	142	\$36.00	\$5,112.00	
13	Curb and Gutter (6 Inch Curb, Type G)					
	237310	LF	905	\$42.00	\$38,010.00	
14	Curb Ramp Modified (Type C) with Detectable Warning Tiles					
	237310	EA	2	\$3,500.00	\$7,000.00	
15	Additional Sidewalk					
	237310	SF	4960	\$8.00	\$39,680.00	
16	Removal and Replacement of Existing Paint Striping					
	237310	LS	1	\$7,500.00	\$7,500.00	
17	Paint Striping					
	237310	LS	1	\$16,500.00	\$16,500.00	
18	Traffic Control and Working Drawings					
	541330	LS	1	\$12,000.00	\$12,000.00	
19	Remove and Reinstall Traffic Signs					
	238210	EA	3	\$255.00	\$765.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Adjust Existing Pull Box Frame and Cover to Grade					
	237310	EA	2	\$350.00	\$700.00	
21	Rubber Polymer Material Slurry (RPMS) Type I					
	237310	SF	26360	\$0.85	\$22,406.00	
22	Rubber Polymer Material Slurry (RPMS) Type II					
	237310	SF	155488	\$0.40	\$62,195.20	
23	Rubber Polymer Material Slurry (RPMS) Type III					
	237310	SF	155488	\$0.46	\$71,524.48	
24	WPCP Development					
	541330	LS	1	\$550.00	\$550.00	
25	WPCP Implementation					
	237310	LS	1	\$3,500.00	\$3,500.00	
26	Lead Paint Handling and Disposal (EOC Type I)					
	238990	AL	1	\$5,000.00	\$5,000.00	
27	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)					
	238990	AL	1	\$1,760.00	\$1,760.00	
28	Archaeological and Native American Monitoring Program					
	541690	LF	930	\$8.00	\$7,440.00	
29	Archaeological and Native American Mitigation and Curation (EOC Type I)					
	541690	AL	1	\$3,500.00	\$3,500.00	
30	Sidewalk Underdrain Pipe					
	237110	LF	30	\$30.00	\$900.00	
31	Asphalt Concrete Overlay					
	237310	TON	0.25	\$600.00	\$150.00	
Subtotal					\$435,422.68	
Total					\$435,422.68	

Subcontractors

Name & Address	Description	License Num	CADIR	Amount	Type
American Asphalt South, Inc. PO Box 310036 14436 Santa Ana Ave Fontana, CA 92331 United States	Constructor - Asphalt	784969	1000000645	\$138,981.92	CAU,MALE,CADIR, PQUAL
Statewide Stripes Inc. PO Box 600710 San Diego, CA 92160 United States	Constructor - Striping	788286	1000001334	\$36,530.00	DBE
ACE Fence Company 727 Glendora Ave La Puente, CA 91744 United States	Constructor - Fencing	996577	1000004092	\$22,976.00	

Bid Results

Name & Address	Description	License Num	CADIR	Amount	Type
Red Tail Environmental 328 State Place Escondido, CA 92029 United States	Archaeological Monitoring	0	10000031633	\$9,800.00	

Line Totals (Unit Price * Quantity)								
Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Jerusalem Construction, Inc. DBA Miramar General Engineering - Unit Price	Jerusalem Construction, Inc. DBA Miramar General Engineering - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	1-7.2.1	LS	1	\$15,000.00	\$15,000.00
2	Main Bid		Field Orders (EOC Type II)	7-3.9	AL	1	\$31,500.00	\$31,500.00
3	Main Bid	237110	Midwest Guardrail System	304-6	LF	338	\$75.00	\$25,350.00
4	Main Bid	237110	ADA Compliant Storm Drain Grate Replacement	403-5	EA	1	\$3,500.00	\$3,500.00
5	Main Bid	237110	Flared Terminal End Treatment	304-6	EA	1	\$7,000.00	\$7,000.00
6	Main Bid	237310	Flexible Post Delineators	314-4.3.7	EA	115	\$120.00	\$13,800.00
7	Main Bid	237310	Mobilization	7-3.4.1	LS	1	\$6,500.00	\$6,500.00
8	Main Bid	238910	Clearing and Grubbing	300-1.4	LS	1	\$22,000.00	\$22,000.00
9	Main Bid	237310	Excavate and Export (Unclassified)	300-2.9	CY	62	\$50.00	\$3,100.00

10	Main Bid	237310	Remove and Replace Existing Sidewalk	303-5.9	SF	60	\$10.00	\$600.00
11	Main Bid	237310	Rolled Curb	303-5.9	LF	22	\$40.00	\$880.00
12	Main Bid	237310	6" Wide Retaining Curb	303-5.9	LF	142	\$36.00	\$5,112.00
13	Main Bid	237310	Curb and Gutter (6 Inch Curb, Type G)	303-5.9	LF	905	\$42.00	\$38,010.00
14	Main Bid	237310	Curb Ramp Modified (Type C) with Detectable Warning Tiles	303-5.10.2	EA	2	\$3,500.00	\$7,000.00
15	Main Bid	237310	Additional Sidewalk	303-5.10.2	SF	4960	\$8.00	\$39,680.00
16	Main Bid	237310	Removal and Replacement of Existing Paint Striping	314-4.3.7	LS	1	\$7,500.00	\$7,500.00
17	Main Bid	237310	Paint Striping	314-4.3.7	LS	1	\$16,500.00	\$16,500.00
18	Main Bid	541330	Traffic Control and Working Drawings	601-7	LS	1	\$12,000.00	\$12,000.00
19	Main Bid	238210	Remove and Reinstall Traffic Signs	701-2	EA	3	\$255.00	\$765.00
20	Main Bid	237310	Adjust Existing Pull Box Frame and Cover to Grade	403-5	EA	2	\$350.00	\$700.00

21	Main Bid	237310	Rubber Polymer Material Slurry (RPMS) Type I	302-4.12.4	SF	26360	\$0.85	\$22,406.00
22	Main Bid	237310	Rubber Polymer Material Slurry (RPMS) Type II	302-4.12.4	SF	155488	\$0.40	\$62,195.20
23	Main Bid	237310	Rubber Polymer Material Slurry (RPMS) Type III	302-4.12.4	SF	155488	\$0.46	\$71,524.48
24	Main Bid	541330	WPCP Development	1001-4.2	LS	1	\$550.00	\$550.00
25	Main Bid	237310	WPCP Implementation	1001-4.2	LS	1	\$3,500.00	\$3,500.00
26	Main Bid	238990	Lead Paint Handling and Disposal (EOC Type I)	5-15.17	AL	1	\$5,000.00	\$5,000.00
27	Main Bid	238990	Hazardous Waste Operations and Emergency Response (HAZWOPER) Certification (EOC Type I)	5-15.17	AL	1	\$1,760.00	\$1,760.00

28	Main Bid	541690	Archaeological and Native American Monitoring Program	6-6.2.1.1	LF	930	\$8.00	\$7,440.00
29	Main Bid	541690	Archaeological and Native American Mitigation and Curation (EOC Type I)	6-6.2.3.1	AL	1	\$3,500.00	\$3,500.00
30	Main Bid	237110	Sidewalk Underdrain Pipe	306-15.1	LF	30	\$30.00	\$900.00
31	Main Bid	237310	Asphalt Concrete Overlay	302-5.9	TON	0.25	\$600.00	\$150.00
							Subtotal	\$435,422.68
							Total	\$435,422.68