

# City of San Diego

**CONTRACTOR'S NAME:** Dick Miller Inc.  
**ADDRESS:** 930 Boardwalk, Suite H, San Marcos, CA 92078  
**TELEPHONE NO.:** 951-216-4070 **FAX NO.:**  
**CITY CONTACT:** Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426  
D. Yelsits / A. Jaro / E.G. Zuniga

## BIDDING DOCUMENTS



## FOR

## MAPLE CANYON RESTORATION - PHASES 1 & 2

**BID NO.:** K-23-2030-DBB-3  
**SAP NO. (WBS/IO/CC):** B-12040  
**CLIENT DEPARTMENT:** 2116  
**COUNCIL DISTRICT:** 3  
**PROJECT TYPE:** CA, CB  
**FEDERAL AID PROJECT NO./EDA AWARD NO.:** 114089/07-79-07563

### THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- PHASED-FUNDING
- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE  FEDERAL
- APPRENTICESHIP
- THIS PROJECT WILL BE PARTIALLY FUNDED WITH FEDERAL FUNDS FROM THE UNITED STATES DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AND THEREFORE IS SUBJECT TO THE FEDERAL LAWS AND REGULATIONS ASSOCIATED WITH THIS PROGRAM.

**BID DUE DATE:**  
**2:00 PM**  
**DECEMBER 6, 2022**

**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:



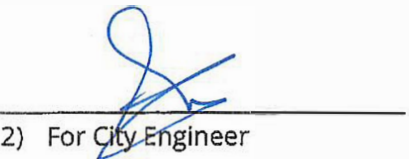
1) Registered Engineer

9/26/22

Date

Seal:





2) For City Engineer

9/26/22

Date

Seal:



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## 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>

### FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

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.	List of Subcontractors For Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
7.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
8.	Form CD-512 Certification Regarding Lobbying – Lower Tier Covered Transactions	At Time of Bid	ALL BIDDERS
9.	Bid Bond (Original)	By 5PM, 1 Working Day After Bid Opening	ALL BIDDERS
10.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
11.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
12.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening	ALL BIDDERS
13.	Form AA63 – Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening	ALL BIDDERS
14.	Phased Funding Schedule Agreement	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER
15.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
16.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
17.	Listing of “Other Than First Tier”	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **MAPLE CANYON RESTORATION - PHASES 1 & 2**. 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 **\$9,524,000**.
4. **BID DUE DATE AND TIME ARE: DECEMBER 6, 2022, 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**
  - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See **Appendix I - Long-Term Maintenance and Monitoring Agreement Phase 1 & Appendix J - Long Term Maintenance and Monitoring Agreement Phase 2** for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Voluntary subcontracting participation percentages apply to this contract.
  - 7.1. The City affirms that in any contract entered into pursuant to this advertisement, DBE will be afforded full opportunity to submit Bids in response to this invitation.
  - 7.2. This Federally assisted project includes voluntary subcontracting participation percentages for DBE participation.
  - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
  - 7.4. The following are voluntary subcontracting participation percentages for this contract:

1.	Small Disadvantaged Business (SDB):	5%
2.	Women-Owned Small Business (WoSB):	5%
3.	HUBZone Small Business (HubZone):	3%
4.	Service-Disabled Veteran-owned Small Business (SDVoSB):	3%
  - 7.5. If the Bidder fails any of the following conditions, the Bid **SHALL** be declared non-responsive:
    - 7.5.1 Submission of GFE documentation, as specified in Attachment D.
    - 7.5.2 Attending the Pre-Bid Meeting
    - 7.5.3 Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to **conduct** outreach to and include DBE

Subcontractors as required in this solicitation **by 5 PM 4 Working Days** after the Bid opening.

**All submittals in searchable PDF shall be submitted electronically within the prescribed time identified in the contract documents via PlanetBids by invitation to the point of contact named in the bid provided by the Contract Specialist to all bidders.**

**8. PRE-BID MEETING:**

**8.1. MANDATORY ONLINE PRE-BID MEETING VIA GOTOMEETING:**

Prospective Bidders are **required** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on **Wed., Nov 2, 2022 10:00 AM** (PDT) at GoToMeeting

**Please join my meeting from your computer, tablet or smartphone.**

<https://meet.goto.com/563737789>

**You can also dial in using your phone.**

United States: [+1 \(872\) 240-3212](tel:+18722403212)

**Access Code:** 563-737-789

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **GoToMeetings App in place** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

The GoToMeetings will open thirty minutes prior to the start times listed above to allow the attendees the opportunity to sign in by the deadline.

Attendees may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

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



**9. AWARD PROCESS:**

- 9.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions of Award as stated within these documents and within the Notice of Intent to Award.
- 9.2. Upon acceptance of 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.
- 9.3. This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form by the City Attorney's Office.
- 9.4. The low Bid will be determined by the Base Bid plus all the Alternates.
- 9.5. Once the low bid has been determined, the City may, at its sole discretion, award the contract for the Base bid alone; or for the Base bid plus one or more alternates.

**10. SUBMISSION OF QUESTIONS:**

- 10.1. The Director (or Designee) of the Purchasing & Contracting 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:

[RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)

- 10.2. Questions received less than 14 days prior to the date for opening of Bids may not be considered.
- 10.3. Questions or clarifications deemed by the City to be material shall be answered via issuance of an addendum and posted to the City's online bidding service.
- 10.4. Only questions answered by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the Bidder's responsibility to be informed of any addenda that have been issued and to include all such information in its Bid.

- 11. **SUPPLEMENTAL AGREEMENTS:** Supplemental agreements attached to this contract for items of Work such as revegetation maintenance/monitoring shall be signed by the BIDDER at time of award of the primary BID. The signed agreements shall be accompanied by the proper bonds and insurance as specified in 1-7.2., "CONTRACT BONDS," 5-4, "INSURANCE," and 5-4.2.3 WORKERS' COMPENSATION INSURANCE (of this contract document). Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

- 11.1. **Partial Release of Performance Bond and Labor and Materialmen's Bond:** For information regarding partial release of bonds for this Contract, see Supplementary Special Provisions, **Appendix I** - Long-Term Maintenance and Monitoring Agreement Phase 1 **and Appendix J** - Long-Term Maintenance and Monitoring Agreement Phase 2.

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

**13. ADDITIVE/DEDUCTIVE ALTERNATES:**

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

## 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 Purchasing & Contracting Department, Public Works Division, 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”) <a href="http://www.greenbookspecs.org/">http://www.greenbookspecs.org/</a>	2018	PWPI010119-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* <a href="https://www.sandiego.gov/ecp/edocref/greenbook">https://www.sandiego.gov/ecp/edocref/greenbook</a>	2018	PWPI010119-02
City of San Diego Standard Drawings* <a href="https://www.sandiego.gov/ecp/edocref/standarddraw">https://www.sandiego.gov/ecp/edocref/standarddraw</a>	2018	PWPI010119-03
Citywide Computer Aided Design and Drafting (CADD) Standards <a href="https://www.sandiego.gov/ecp/edocref/drawings">https://www.sandiego.gov/ecp/edocref/drawings</a>	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-05

Title	Edition	Document Number
CALTRANS Standard Plans <a href="https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications">https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications</a>	2018	PWPI030119-06
California Manual on Uniform Traffic Control Devices Revision 6 (CA MUTCD Rev 6) <a href="https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files">https://dot.ca.gov/programs/safety-programs/camutcd/camutcd-files</a>	2014	PWPI060121-10
<p><b>NOTE:</b>      *Available online under Engineering Documents and References at:  <a href="https://www.sandiego.gov/ecp/edocref/">https://www.sandiego.gov/ecp/edocref/</a></p> <p>*Electronic updates to the Standard Drawings may also be found in the link above</p>		

9. **CITY'S RESPONSES AND ADDENDA:** The City, at its discretion, may respond to any or all questions submitted in writing via the City's eBidding web site in the **form of an addendum**. No other responses to questions, oral or written shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addenda are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda at the time of bid submission.
10. **CITY'S RIGHTS RESERVED:** The City reserves the right to cancel the Notice Inviting Bids at any time, and further reserves the right to reject submitted Bids, without giving any reason for such action, at its sole discretion and without liability. Costs incurred by the Bidder(s) as a result of preparing Bids under the Notice Inviting Bids shall be the sole responsibility of each bidder. The Notice Inviting Bids creates or imposes no obligation upon the City to enter a contract.
11. **CONTRACT PRICING:** This solicitation is for a Lump Sum contract with Unit Price provisions as set forth herein. The Bidder agrees to perform construction services for the City of San Diego in accordance with these contract documents for the prices listed below. The Bidder further agrees to guarantee the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee may be extended, by mutual consent of the parties, by the number of days required for the City to obtain all items necessary to fulfill all contractual conditions.
12. **SUBCONTRACTOR INFORMATION:**
- 12.1. **LISTING OF SUBCONTRACTORS.** In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" of the California Public Contract Code, the Bidder shall provide the **NAME** and **ADDRESS** of each Subcontractor who will perform work, labor, render services or who specially fabricates and installs a portion [type] of the work or improvement, in an amount in excess of 0.5% of the Contractor's total Bid. The Bidder shall also state within the description, whether the subcontractor is a **CONSTRUCTOR, CONSULTANT** or **SUPPLIER**. The Bidder shall state the **DIR REGISTRATION NUMBER** for all subcontractors and shall further state within the description, the **PORTION** of the work which will be performed by each subcontractor under this Contract. The Contractor shall list only one Subcontractor for each portion of the Work. The **DOLLAR VALUE** of the total Bid to be performed shall be stated for all subcontractors listed. Failure to comply with this requirement may result in the Bid being rejected as **non-responsive** and ineligible for award. The Bidder's attention is directed to the Special Provisions – 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 alternate items, bidder shall use the provided **“Subcontractors For Alternates”** form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor’s name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as **non-responsive** and ineligible for award.

**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 Purchasing & Contracting Department, Public Works Division.
- 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. By 5PM, 1 working day after the bid opening date, all 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 by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:  
Purchasing & Contracting Department, Public Works Division  
1200 3rd Ave., Suite 200, MS 56P  
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 herein and in the Notice of Intent to 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**

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

Dick Miller, Inc., a corporation, as principal, and  
The Ohio Casualty 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 **Ten Million Eighty  
Thousand Five Hundred Fifty-Two Dollars and Sixty Cents (\$10,080,552.60)** for the faithful  
performance of the annexed contract, and in the sum of **Ten Million Eighty Thousand Five Hundred  
Fifty-Two Dollars and Sixty Cents (\$10,080,552.60)** 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.

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

The Surety expressly agrees that the City of San Diego may reject any contractor or  
subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default  
by the Principal.

The Surety shall not utilize the Principal in completing the improvements and work specified  
in the Agreement in the event the City terminates the Principal for default.

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

Mara W. Elliott, City Attorney

By: *CAbarca*

By: *[Signature]*

Print Name: Claudia C. Abarca  
Director  
Purchasing & Contracting Department

Print Name: Frank Ann  
Deputy City Attorney

Date: March 2, 2023

Date: 03/24/2023

CONTRACTOR

SURETY

Dick Miller, Inc.

The Ohio Casualty Insurance Company

By: *[Signature]*

By: *[Signature]*

Print Name: GLEN F. BULLOCK

Print Name: Bart Stewart, Attorney-in-Fact

Date: 1.17.23

Date: January 3rd, 2023



See Attachment

Liberty Mutual Surety- Ohio Casualty  
Attn: Jennifer Salling  
790 The City Drive South, Ste. 200  
Orange, CA 92868

Local Address of Surety  
(714) 922-2504

Local Phone Number of Surety

\$108,364.00

Premium

024265809

Bond Number

## 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 )

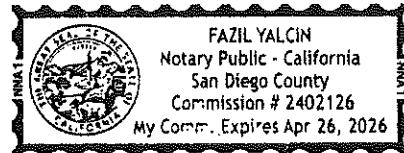
On 01/17/2023 before me, FAZIL YALCIN, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared GLEN FRANCIS BULLOCK,  
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 Fazil Yalcin (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8206236 - 969556

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.



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

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

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

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

**ARTICLE IV – OFFICERS: Section 12. Power of Attorney.**

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

**ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.**

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of January, 2023



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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of San Diego )

On January 3rd, 2023 before me, Genevieve Sistar, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Bart Stewart  
*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.



*Genevieve Sistar*

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## ATTACHMENTS

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

## SCOPE OF WORK

1. **SCOPE OF WORK:** Phase 1 consists of the replacement of 16 storm drain systems throughout Bankers Hill that outfall into Maple Canyon and includes the construction of a new storm drain system within Maple St between State St and the downstream end of Maple Canyon. Storm drain sizes vary between 18", 24", 30", 36", 42", and 48". Construction also includes storm drain inlets, cleanouts, energy dissipators, trench restoration, pavement resurfacing, curb ramps, curb and gutter, revegetation, access road improvements, streambed restoration, slope repair, retaining wall, pedestrian bridge crossing, and other related work and appurtenances.

Phase 2 consists of the stabilization and restoration of the canyon floor of Maple Canyon. Work includes the construction of concrete drop structures along the extent of the canyon floor, placement of rip rap at the drop structures, construction of a drainage inlet at the downstream end of the canyon, planting and temporary irrigation of the disturbed area, a pedestrian bridge crossing, and other related work and appurtenances.

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

- 1.1.1. The Notice Inviting Bids and Plans numbered **38321-01-D** through **38321-108-D** and **37272-01-D** through **37272-40-D**, inclusive.

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

See **Appendix E – Location Map**

3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **630 Working Days**.

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

## PHASED FUNDING PROVISIONS

### 1. PRE-AWARD

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

### 2. POST-AWARD

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

## PHASED FUNDING SCHEDULE AGREEMENT

**BID NUMBER:** K-23-2030-DBB-3

**CONTRACT OR TASK TITLE:** Maple Canyon Restoration – Phases 1 & 2

**CONTRACTOR:** Dick Miller Inc.

Funding Phase	Phase Description	Phase Start	Phase Finish	Not-to-Exceed Amount
1	This contract will have only one funding phase.  Work to be included in Phase 1, which shall be the first and only phase, shall include all work and appurtenances in accordance with the specifications and drawings numbered 38321-01-D through 38321-108-D and 37272-01-D through 37272-40-D.	Notice to Proceed	Notice of Completion	\$10,080,552.60
Contract Total				\$10,080,552.60

**Notes:**

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

**CITY OF SAN DIEGO**

PRINT NAME: Neda Bourojerdi

**Construction Manager**

Signature: *Neda Bourojerdi*

Date: 12/29/2022

PRINT NAME: Daniel Yelsits

**Project Manager**

Signature: *Daniel Yelsits*

Date: 12/29/2022

**CONTRACTOR**

PRINT NAME: Glen F Bullock

Title: President

Signature: *GFB*

Date: 01/10/2023

**ATTACHMENT C**

**RESERVED**



**ATTACHMENT D**  
**CITY OF SAN DIEGO**  
**AND**  
**U.S. DEPARTMENT OF COMMERCE,**  
**ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDING AGENCY PROVISIONS**

## FUNDING AGENCY PROVISIONS

**IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE FUNDING AGENCY'S REQUIREMENTS WILL CONTROL.**

**1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

**1.1.** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

**1.2.** Affirmative steps shall consist of:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- (6) Requiring each party to a subcontract to take the affirmative steps of this section; and
- (7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

**1.3.** The goal and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, as follows:

	<u>Goal</u>
1. Minority Participation:	16.9%
2. Female Participation:	6.9%

**1.4.** These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor

performs Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both federally involved and non-federally involved Work.

- 1.5.** The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.
- 1.6.** The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- 1.7.** The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs **within 10 Working Days of award** of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the subcontract is to be performed. The "covered area" is the City of San Diego.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Timetables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
	<b>16.9 %</b>	<b>6.9%</b>

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	California
County of	San Diego
City of	San Diego

## **2. EQUAL OPPORTUNITY CLAUSES:**

**2.1.** The following equal opportunity clauses are incorporated by reference herein:

1. The equal opportunity clause located 41 CFR 60.1.4(a), which specifies the obligations imposed under Executive Order 11246.
2. The equal opportunity clause located at 41 CFR 60-741.5, which contains the obligations imposed by Section 503 of the Rehabilitation Act of 1973.
3. The "Equal Opportunity Clause" (Resolution No. 765092) filed on December 4, 1978, in the Office of the City Clerk, San Diego, California and incorporated in the "Standard Federal Employment Opportunity Construction Contract Specifications (Executive Order 11246 - Document No. 769023, filed September 11, 1984, in the Office of the City Clerk, San Diego, California) is applicable to all non-exempt City construction contracts and subcontracts of \$2,000 or more.
4. Age Discrimination Act of 1975, Pub. L. 94-135.
5. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.
6. Section 13 of the Federal Water Pollution Control Acts Amendments of 1972, Pub. L. 92-5200 (the Clean Water Act).
7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

## **3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

**3.1.** The Contractor is required to comply with the 15 "Standard Federal Equal Employment Specifications" in section 3.2 below and also located in 41 CFR 60-4.3 for federal and federally assisted construction contracts in excess of \$10,000.

**3.2.** Standard Federal Equal Employment Specifications.

1. As used in these specifications:
  - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

- d) "Minority" includes:
- i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any

Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to



organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area

residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

- 3.3.** Segregated Facilities (41 CFR 60-1.8). The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

**4. VIOLATION OR BREACH OF REQUIREMENTS:**

- 4.1.** If at any time during the course of the Contract there is a violation of the Affirmative Action or Equal Employment Opportunity requirements by the Contractor, or the Subcontractors, the City will notify the Contractor of the breach. The City may withhold any further progress payments to the Contractor until the City is satisfied that the Contractor and Subcontractors are in full compliance with these requirements.

**5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

- 5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in 2018 WHITEBOOK and the following:
1. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

**6. RECORDS OF PAYMENTS TO DBEs:**

- 6.1.** The Contractor shall maintain records and documents of payments to DBEs for 5 years following the NOC. These records shall be made available for inspection upon request by any authorized representative of the City, funding agency, or both. The reporting requirement shall be extended to any certified DBE Subcontractor.

**7. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

- 7.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- 7.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
  - 7.3. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
  - 7.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
  - 7.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
  - 7.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications
  - 7.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.
8. **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.
- 8.1. **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.
    - 8.1.1. 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.

**8.1.2.** 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.

**8.2. 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.

**8.3. 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.

**8.3.1.** Contractor 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.

**8.4. 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.

**8.5. 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.

- 8.6. 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.
- 8.7. 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.”
- 8.8. 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.
- 8.9. 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.
- 8.9.1.** 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.
- 8.9.2.** 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.

- 8.10. 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.
- 8.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.
- 8.12. 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:
- 8.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)
- 8.12.2. 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).
- 8.12.3. 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 8.11. above. (Labor code section 1773.3).

**9. DAVIS-BACON WAGE RATES AND PROVISIONS:**

**9.1. WAGE RATES** This contract shall be subject to the following Davis-Bacon Wage Decisions: (<http://sam.gov>)

"General Decision Number: CA20220001 10/14/2022

Superseded General Decision Number: CA20210001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed



on this wage determination,  
if it is higher) for all  
hours spent performing on  
that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022
7	07/22/2022
8	07/29/2022
9	08/05/2022
10	08/19/2022
11	09/02/2022
12	09/30/2022
13	10/07/2022
14	10/14/2022

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

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ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

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BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

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BRCA0004-008 05/01/2021

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.94	18.71

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BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

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BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

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CARP0213-003 07/01/2021

	Rates	Fringes
Drywall (1) Work on wood framed construction of single family residences, apartments or condominiums under four stories Drywall Installer/Lather...\$ 32.14		16.28
Drywall Stocker/Scrapper...\$ 22.16		8.62

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CARP0619-002 07/01/2021

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather...\$	42.80	16.28
Drywall Stocker/Scrapper...\$	23.07	8.62

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....\$	51.53	16.28
(2) Commercial Building....\$	46.30	16.28
(3) Heavy & Highway.....\$	51.40	16.28
(4) Residential Carpenter..\$	38.47	16.28
(5) Residential		
Insulation Installer.....\$	24.16	15.76
PILEDRIVERMAN.....\$	51.53	16.28

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CARP0619-004 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....\$	831.20	16.28
(2) Standby.....\$	444.24	16.28
(3) Tender.....\$	436.24	16.28
(4) Assistant Tender.....\$	412.24	16.28

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....\$	21.85	7.15

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CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....\$	51.90	16.48

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ELEC0569-001 06/01/2021

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....\$	54.36	3%+14.88
Electrician.....\$	53.61	3%+14.88
Electricians: (All Other		
Work, Including 4 Stories		
Residential)		
Cable Splicer.....\$	48.40	3%+14.88
Electrician.....\$	47.65	3%+14.88

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ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound &		
Communications Sound		
Technician).....\$	35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and		

maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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 ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 35.20	13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

SOUND TECHNICIAN: Terminating, operating and performing final check-out

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 ELEC0569-006 06/06/2022

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 38.67	9.11
Utility Technician #2.....	\$ 30.10	8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and

traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

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ELEC1245-001 06/01/2022

LINE CONSTRUCTION	Rates	Fringes
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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ENGI0012-003 07/01/2020

OPERATOR: Power Equipment (All Other Work)	Rates	Fringes
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20

GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
	Rates	Fringes
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
	Rates	Fringes
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track

maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant



operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator

operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine,

Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)  
CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue

W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the

Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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IRON0229-001 07/01/2021

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 38.08	24.91
Ornamental, Reinforcing and Structural.....	\$ 43.00	33.55

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
	Rates	Fringes
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$ 34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the handling of the cute from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demoliton); Guinea chaser; Headboard man-asphlt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Riiprap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and



similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape

Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-klold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine

hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prefabricated Manhole Installer, Sandblast Nozzleman (Water Blasting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic tracking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's work.

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LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that

work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LABO1414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:  
Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air  
Station-29 Palms, Imperial Beach Naval Air Station, Marine  
Corps Logistics Supply Base, Marine Corps Pickle Meadows,  
Mountain Warfare Training Center, Naval Air  
Facility-Seeley, North Island Naval Air Station, Vandenberg  
AFB.

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PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions:  
work involving the aerospace industry, breweries,  
commercial recreational facilities, hotels which operate  
commercial establishments as part of hotel service, and  
sports facilities.

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PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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\* PAIN0036-012 10/01/2022

	Rates	Fringes
GLAZIER.....	\$ 47.90	20.71

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PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

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PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS  
 BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional  
 per hour.

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 PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the  
 following criteria:

GROUP 1: Residential wood frame project of any size; work  
 classified as Type III, IV or Type V construction;  
 interior tenant improvement work regardless the size of the  
 project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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 PLUM0016-006 09/01/2022

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 59.68	26.26
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

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 PLUM0016-011 09/01/2022

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 43.66	22.18
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PLUM0345-001 09/01/2022		

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03
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ROOF0045-001 07/01/2022		

	Rates	Fringes
ROOFER.....	\$ 39.90	11.19
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SFCA0669-001 04/01/2022		

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.16
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SHEE0206-001 07/01/2020		

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

- a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system
- b. New single family residential buildings including tracts.
- c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded.
- d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000
- e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

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TEAM0166-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.15	24.82
GROUP 2.....	\$ 38.74	24.82
GROUP 3.....	\$ 38.94	24.82
GROUP 4.....	\$ 39.14	24.82
GROUP 5.....	\$ 39.34	24.82
GROUP 6.....	\$ 39.83	24.82
GROUP 7.....	\$ 41.34	24.82

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat

certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is



like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

**10. AGENCY SPECIFIC PROVISIONS:**

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening and submitting the forms with the Bid, will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

**10.1. EDA Requirements:**

**10.1.1.** Affirmative Good Faith Effort Steps shall include the steps listed at 2 CFR 200.321(b), set forth below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.
7. See "DBE Potential Resources Centers" Section in these specifications. Include a completed copy of the form AA61, "List of Work Made Available" with the GFE documentation.

**11. DBE POTENTIAL RESOURCES CENTERS:**

- 11.1.** Utilization of US Small Business Administration and Minority Business Development Agency (MBDA) resources is required at no cost. These agencies offer several services, including Internet access to databases of DBEs.
- 11.2.** For additional assistance, the recipient or contractor can telephone the local offices of both agencies in their area (SBA Minority Enterprise Development Offices and DOC MBDA Regional Centers). The Internet web sites also include names, addresses, and phone or fax numbers of local SBA and MBDA centers.
- 11.3.** The Contractor shall provide documentation that the local SBA/MBDA offices or web sites were notified of the contracting bid opportunity at least 30 Calendar Days prior to Bid opening and solicitation to DBE subcontractors at least 15 Calendar Days prior to Bid opening. Documentation shall not only include the efforts to contact the information sources and list the Contract opportunity, but also the solicitation and response to the bid request.
- 11.4.** Include qualified DBEs on solicitation lists and record the information on Form AA63. Solicitation shall be as broad as possible.

- 11.5.** If DBE sources are not located, explain why and describe the efforts made.
- 11.6.** The Contractor shall send invitations to at least 10 (or all, if less than 10) DBE vendors for each item of work referred by sources contacted. The invitations shall adequately specify the items for which bids are requested. The record of “good faith” efforts shall indicate a real desire for a positive response, such as an email delivery confirmation sheet or fax transmittal sheet and a documented telephone log.
- 11.7.** A regular email without delivery confirmation or an unanswered telephone call is not an adequate “good faith” effort. A list of all sub-bidders, including the bidders not selected and non DBE Subcontractors, and bid amount for each item of the Work shall be submitted on Form AA62. If a low bid was not accepted, an explanation shall be provided.
- 11.8.** Federal Agencies (must be contacted and solicitations posted on their websites):

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
San Francisco, CA 94105	Bid Notification: <a href="https://eweb1.sba.gov/subnet/common/dsp_login.cfm">https://eweb1.sba.gov/subnet/common/dsp_login.cfm</a> <sup>2</sup>
RE: Minority Enterprise Development Offices	
<b>U.S. Department of Commerce</b>	(213) 989-3153 or (213) 353-9400
Minority Business Development Agency	Website:
1055 Wilshire Blvd, Suite 900	<a href="http://www.mbda.gov/">http://www.mbda.gov/</a> <sup>3</sup>
Los Angeles, CA 91107	RE: Los Angeles MBDA Business Center

- 11.9.** State Agencies (must be contacted):

Name and Address	Telephone and Web Site
<b>California Department of Transportation</b>	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program <sup>4</sup>	Sacramento, CA 94274-0015
1820 Alhambra Blvd.	(916) 227-9599
Sacramento, CA 95816	<u>DBE Database:</u> <a href="https://dot.ca.gov/programs/civil-rights/dbe-search">https://dot.ca.gov/programs/civil-rights/dbe-search</a>
<b>CA Public Utilities Commission (CPUC)</b> <sup>5</sup>	
505 Van Ness Avenue	<u>Directory:</u>
San Francisco, CA 94102-3298	<a href="https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp">https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</a>

Notes:

1. The Contractor shall use the SBA's Dynamic Business Search database to search for potential subcontractors, suppliers, and/or manufacturers. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.
2. Contractor shall use SUB-Net to post subcontracting opportunities. Contractor shall post Subcontractor opportunities at least 15 Working Days prior to bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Bidder **must** provide copy of the Display Solicitation Record identifying the date solicitation notice was posted with GFE documentation.
3. Contractor may use MBDA web portal to post subcontracting opportunities. If utilized, the Contractor shall post subcontractor opportunities at least 30 Calendar Days prior to Bid opening. Small businesses can review this web site to identify opportunities in their areas of expertise. The web site is designed primarily as a place for large businesses to post solicitations and notices. Provide copy of the Offer Overview with the GFE documentation.
4. Based on the federal DBE program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.
5. CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. Bidder **must** provide a copy of all search records for items of work made available with GFE documentation.

**12. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:**

- 12.1.** The affirmative GFE steps documentation shall be submitted within **by 5 PM 4 Working Days after the Bid opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.
- 12.2.** The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

**13. FORMS:**

- 13.1.** The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.
- 13.2.** The following forms shall be completed and submitted within **4 Working Days after the Bid opening**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.
  1. Form AA61: List of Work Made Available
  2. Form AA62: Summary of Bids Received
  3. Form AA63: Good Faith Effort List of Subcontractors Solicited

- 13.3.** The following form shall be submitted with the Bid submittal. Failure to include any of the forms shall cause the Bid to be deemed non-responsive.
1. Form CD-512 Certification Regarding Lobbying – Lower Tier Covered Transactions

# FUNDING AGENCY PROVISIONS

## FORMS

**LIST OF WORK MADE AVAILABLE**

List items of the Work the Bidder made available to DBE firms. Identify those items of the Work the Bidder might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar amount and percentage of the Base Bid. The Bidder must demonstrate that enough work to meet the goal was made available to DBE firms.

ITEM OF WORK MADE AVAILABLE	NAICS CODE	BIDDER NORMALLY PERFORMS ITEM (Y/N)	ITEM BROKEN DOWN TO FACILITATE PARTICIPATION (Y/N)	AMOUNT	PERCENTAGE OF BASE BID

Form AA61 List of Work Made Available



**SUMMARY OF BIDS RECEIVED**

Type of Job	NAICS CODES	Company Name	Selected (Y/N)	Bid Amount	DBE	Non-DBE	Explanation for not Selecting

Form AA62 Summary of Bids Received

**USE ADDITIONAL FORMS AS NECESSARY**

**DISADVANTAGE BUSINESS ENTERPRISE (DBE)  
GOOD FAITH EFFORT LIST OF SUBCONTRACTORS SOLICITED**

Contractor Name	Contractor Address	How Located	Date of Contact	Contact Method	Task Description	Response (Yes/No)

Form AA63 DBE Good Faith Effort List of Subcontractors Solicited

**USE ADDITIONAL FORMS AS NECESSARY**

### CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	AWARD NUMBER AND/OR PROJECT NAME <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	
SIGNATURE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	DATE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>

**14. ECONOMIC DEVELOPMENT ADMINISTRATION CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS.** The following contract provisions apply to this project:

## **U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION**



### **EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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## 1. **DEFINITIONS**

*Agreement* – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

*Architect/Engineer* - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

*Contract* – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

*Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

*Contractor* – The individual or entity with whom the Owner has entered into the Agreement.

*Drawings or Plans* – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

*EDA* - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

*Owner* – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Recipient* – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

*Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

*Subcontractor* – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## 2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

## 3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.



- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans.*
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

#### 4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

### 13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

### 14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**  
**(as required by section 602 of PWEDA)**

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any



apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

- (a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.
- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.
- (e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.



## 21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

## 22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

*See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.*

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

**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.

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### **PART 0 – EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)**

#### **SECTION A – GENERAL REQUIREMENTS**

**0-12 CONTRACT RECORDS AND REPORTS.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall maintain records of all subcontracts and invoices from your Subcontractors and Suppliers for work on this project. Records shall show name, telephone number including area code, and business address of each Subcontractor, Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.
2. You shall retain all records, books, papers, and documents pertinent to the Contract for a period of not less than 5 years after Notice of Completion and allow access to said records by the City's authorized representatives.
3. You shall submit the following reports using the City's web-based contract compliance (Prism® portal):
  - a) **Monthly Payment.** You shall submit Monthly Payment Reporting by the 10<sup>th</sup> day of the subsequent month. Incomplete and/or delinquent reporting may cause payment delays, non-payment of invoices, or both.
4. The records maintained under item 1, described above, shall be consolidated into a Final Summary Report, certified as correct by an authorized representative of the Contractor. The Final Summary Report shall include all subcontracting activities and be sent to the EOCP Program Manager prior to Acceptance. Failure to comply may result in assessment of liquidated damages or withholding of retention. The City will review and verify 100% of subcontract

participation reported in the Final Summary Report prior to approval and release of final retention to you. In the event your Subcontractors are owed money for completed Work, the City may authorize payment to subcontractor via a joint check from the withheld retention.

## **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 their 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. The unused portion of the Field Order shall revert to the City upon Acceptance.
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-** An inspection the City uses to verify the completion of the Project or 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 4:00 PM for areas where there is no traffic control required (within canyon) and are 8:30 AM to 3:30 PM for areas where traffic control is required (within public right of way).

To the “WHITEBOOK”, ADD the following:

108. **Acceptance** – When all of the Contract Work, including all Punchlist items, is deemed officially complete by the City Asset Owning Department or Deputy City Engineer.
109. **Occupancy** – When the Owner deems a building is ready for use, the Owner will issue a certificate of Occupancy in writing.
110. **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.

### 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.



**1-7.2**

**Contract Bonds.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Before execution of the Contract, file payment and performance bonds with the City to be approved by the Board in the amounts and for the purposes noted. Bonds shall be executed by a responsible surety as follows:
  - a) If the Work is being funded with state or local money, consistent with California Code of Civil Procedure §995.670, the Surety shall be an "admitted surety" authorized by the State of California Department of Insurance to transact surety insurance in the State.
  - b) If the Work is being funded with federal money, the Surety shall be listed in the U.S. Treasury Department Circular 570 and shall be in conformance with the specified Underwriting Limitations.

To the "WHITEBOOK", item 2, subsection "a", subsection "i", DELETE in its entirety and SUBSTITUTE with the following:

- i. A "Payment Bond" (Materials and Labor Bond) is optional. If no bond is submitted, no payment shall be made until 35 Calendar Days after Acceptance and any lien requirements have been fulfilled. If a bond is submitted, progress payments shall be made in accordance with these Specifications.

To the "WHITEBOOK", item 2, subsection "d", DELETE in its entirety and SUBSTITUTE with the following:

- d) For Contracts over \$100,000:
  - i. A "Payment Bond" (Materials and Labor Bond) for 100% of the Contract Price to satisfy claims of material Suppliers and of mechanics and laborers employed on the Work. You shall maintain the bond in full force and effect until Acceptance and until all claims for materials and labor are paid and shall otherwise comply with the Government Code.
  - ii. A "Faithful Performance Bond" for 100% of the Contract Price to guarantee faithful performance of Work, within the time prescribed and in a manner satisfactory to the City, that materials and workmanship shall be free from original or developed defects.

To the "WHITEBOOK", item 7, DELETE in its entirety and SUBSTITUTE with the following:

7. You shall require the Surety to mail its standard "Bond Status" form to the Engineer at the following address:  
  
Deputy Director  
Construction Management and Field Engineering Division  
9573 Chesapeake Drive San Diego, CA 92123

## 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) Regional Water Quality Control Board – Section 401 Water Quality Certification Phase 1 (RWQCB 401 Permit). See **Appendix P**.
  - b) Regional Water Quality Control Board – Section 401 Water Quality Certification Phase 2 (RWQCB 401 Permit). See **Appendix P**.
  - c) California Department of Fish and Wildlife – Streambed Alteration Agreement (CDFW 1602 Permit). See **Appendix Q**.
  - d) City of San Diego Development Services Department – Building Permit

**2-2.3 Payment.** To the "WHITEBOOK", ADD the following:

3. Compliance with the permits listed in subsection 2-2, shall be included in the Contract Price unless separate bid items have been provided. Payment for the Project Biologist shall be included in the Lump Sum Bid items for "Biological Monitoring and Reporting" per 802-4.

## 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 **50%** of the base Bid.

**3-3 SUBCONTRACTORS.** To the "WHITEBOOK", ADD the following:

6. When a Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the City, you shall remove such Subcontractor immediately upon written request of the City and shall request approval of a replacement Subcontractor to perform the Work in accordance with California Public Contract Code (PCC), Subletting and Subcontracting, Section 4107, at no added cost to the City.

**3-8.7 Contractor's Quality Control Plan (QCP).** To the "WHITEBOOK", ADD the following:

7. The establishment and implementation of a Quality Control Plan (QCP), as defined in the standard specifications, shall be required for this Contract. See example in **Appendix G - Sample Contractor's Daily Quality Control Inspection Report**.

**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.

**3-9 TECHNICAL STUDIES AND SUBSURFACE DATA.** To the “WHITEBOOK”, ADD the following:

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
  - a) Biological Technical Report Addendum for Maple Canyon Restoration Phase 1 dated March 25, 2020 by Tierra Data.
  - b) Jurisdictional Delineation Report for Maple Canyon Restoration – Phases 1 and 2 dated March 31, 2021 by Tierra Data.

- c) Report of Geotechnical Investigation for Maple Canyon Restoration – Phase 1 dated August 19, 2014 by Allied Geotechnical Engineers.
- d) Updated Report of Geotechnical Investigation Existing Concrete Pavement 3<sup>rd</sup> Avenue Cul-de-Sac North of 3<sup>rd</sup> Avenue and Olive Street Intersection dated August 26, 2020 by Allied Geotechnical Engineers.
- e) Low Flow Crossings Maple Canyon Restoration Phase 2 Project dated March 29, 2021 by Allied Geotechnical Engineers.
- f) Report of Geotechnical Investigation for Maple Canyon Restoration – Phase 2 dated September 21, 2020 by Allied Geotechnical Engineers
- g) Biological Resources Technical Report dated April 9, 2021 by Tierra Data Inc.
- h) Restoration Plan dated April 9, 2021 by Tierra Data Inc.

6. The reports listed above are available for review at the following link:

[https://drive.google.com/drive/folders/17pRcL1Uuqc6PRCKTcv8kFtX7xi\\_P01cN?usp=sharing](https://drive.google.com/drive/folders/17pRcL1Uuqc6PRCKTcv8kFtX7xi_P01cN?usp=sharing)

**3-10 SURVEYING.** To the “GREENBOOK” and “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

**3-10 SURVEYING (DESIGN-BID-BUILD).**

**3-10.1 General.**

- 1. You shall provide all required site layout and general grade checking work not specified in 3-10.2, “Survey Services Provided by City”.
- 2. Notify the City, in writing, at least 2 Working Days prior to requesting survey services provided by the City.

**3-10.2 Survey Services Provided by City.**

- 1. Monument Perpetuation, including mark-outs. You are responsible for requesting the coordination of these services.
  - a) If at any time a monument will be destroyed or covered, such monument shall be perpetuated in accordance with state law. Inform the City Engineering Support & Technical Services Division’s Land Survey Section (LSS), via project Resident Engineer, if any monument will be destroyed or covered during any construction activity.
- 2. The following surveying services (including construction staking), as defined in California Business & Professions Code §8726, shall be provided by the City:
  - a) Locating or establishing alignment or elevations of all features or structures shown on project Plans.

- b) Locating or establishing geodetic control points for all site feature or structure locations.
  - c) Produce topographic as-built data.
  - d) Locating, establishing, or re-establishing monuments, property lines, right-of-way lines, or easement lines.
  - e) Verifying structure finish grade elevations.
3. All construction survey stakes, control points, and other survey related marks provided by the City shall be preserved for the duration of the Project. If any construction survey stakes, control points, or other survey related marks are lost or disturbed and need to be replaced, such replacement shall be performed at your expense.

**3-10.3 Payment.**

- 1. The payment for site layout and general grade checking Work, coordination, and preservation of all survey related marks shall be included in the Contract Price.

**3-11.2 Project Identification Signs.** To the "WHITEBOOK", ADD the following:

- 4. The Contractor shall supply, erect, and maintain in good condition an EDA project sign according to the specifications set forth below and as shown in **Appendix O - Project Identification Signs:**

EDA SITE SIGN SPECIFICATIONS

- Size: 4' x 8' x 3/4"
- Materials: Exterior grade/MDO plywood (APA rating A-B)
- Supports: 4" x 4" x 12' posts with 2" x 4" cross branching
- Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.
- Paint: Outdoor enamel
- Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:
  - The U.S. Department of Commerce seal in blue, black, and gold;
  - "EDA" in blue;
  - "U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" in black;
  - "in partnership with" in blue;
  - "The City of San Diego" in black

Lettering: Specific fonts are named below:

- "U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION" use Bank Gothic Medium
- "In partnership with" use Univers™ 55 Oblique
- "The City of San Diego" use Univers™ Extra Black 85

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.

**3-11.4 Payment.** To the "WHITEBOOK", ADD the following:

2. Payment for EDA project signs shall be paid for at the Contract Unit Price per each and included in the bid item for "**EDA Project Sign**". Work shall include all labor, materials, equipment, tools and incidentals necessary including but not limited to; sign panel fabrication and delivery, wood posts, hardware, concrete, excavation and backfill, removal of sign upon completion of the project, and all related work necessary to complete the project.

**3-12.1 General.** To the "WHITEBOOK", ADD the following:

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

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

**3-12.4.1 General.** To the "WHITEBOOK", ADD the following:

All access points, storage, and staging areas shall be located in a manner that has the least impact on vehicular and pedestrian activity. Prior to the commencement of the mitigation activities, storage and staging areas shall be approved by the Project Biologist.

After the removal of all the construction materials and equipment, the construction staging areas shall be returned to the pre-project state.

**3-12.7 Drinking Water Discharges Requirements.** To the "WHITEBOOK", ADD the following:

1. You shall record the results for each discharge event on the City's Drinking Water Discharge Monitoring form included as **Appendix H - Monthly Drinking Water Discharge Monitoring Form.**

**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) If the Work includes installing an irrigation system, 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 any 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 within 5 Working Days of notification that 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:

<b>Specified Item</b>	<b>Minimum Warranty Period</b>
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. If installed, 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 Olive St Park Acquisition and Development. See **Appendix F - Adjacent Projects Map** for the approximate location. Coordinate the Work with the adjacent projects as listed below:
  - a) S-10051, Olive St Park Acquisition and Development, Kevin Nguyen (619) 533-7471
  - b) 24008346, SANDAG Uptown Regional Bikeway: Phase 1 Bikeway, Mike Arnold (858) 573-5023

**SECTION 4 - CONTROL OF MATERIALS**

**4-3.4 Specialty Inspection Paid for by the Contractor.** To the "WHITEBOOK", ADD the following:

- 2. The specialty inspections required are listed as follows:
  - a) Special inspection requirements are included on Maple Canyon Restoration - Phase 1 Drawing Numbers 38321-94-D through 38321-95-D and 38321-100-D to 38321-101-D.
  - b) Special inspection requirements are included on Maple Canyon Restoration - Phase 2 Drawing Numbers 37272-32-D through 37272-33-D.

**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 issuance of the Apparent Low Bidder** and on the City's Product Submittal Form available at:

<https://www.sandiego.gov/ecp/edocref/>

## 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 and defense duties set forth in the Contract.

**5-4.1**       **Policies and Procedures.**

1.       You shall procure the insurance described below, at your 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 as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4.       If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5.       Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6.       Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and 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**     **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	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

**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 Workers' Compensation Insurance and Employers Liability Insurance.**

1. In accordance with the provisions of California Labor Code section 3700, 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 this requirement.
2. Statutory Limits shall be provided for Workers' Compensation Insurance as required by the state of California, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California's Workers' Compensation laws, including Labor Code

section 3700, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work..

#### **5-4.2.4 Contractors Pollution Liability Insurance.**

1. You shall procure and maintain at your expense or require your Subcontractor, as described below, to procure and maintain Contractors Pollution Liability Insurance applicable to the Work being performed, with a limit no less than \$2,000,000 per professional en claim or occurrence and \$4,000,000 aggregate per policy period of one year.
2. All costs of defense shall be outside the limits of the policy.
3. You shall obtain written approval from the City for any insurance provided by your Subcontractor instead of you.
4. 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 unless the City has provided prior, written approval.
5. Occurrence based policies shall be procured before the Work commences. 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.

#### **5-4.2.8 Architects and Engineers Professional Insurance (Errors and Omissions Insurance).**

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

3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
  - a) Certify this to the City in writing, and
  - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

**5-4.3 Rating Requirements.** Except for the State Compensation Insurance Fund, all insurance required by this Contract 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 of California, 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 of California 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 in this Contract.

**5-4.4 Evidence of Insurance.** You shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), prior to your commencement of Work under this Contract. In addition, The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

**5-4.5 Policy Endorsements.**

**5-4.5.1 Commercial General Liability Insurance.**

**5-4.5.1.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. 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 Workers' Compensation Insurance and Employers Liability Insurance.**

**5-4.5.2.1 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.

**5-4.5.3 Contractors Pollution Liability Insurance Endorsements.**

**5-4.5.3.1 Additional Insured.** To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include as an Additional 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.

**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.

**5-4.6 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. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**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, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 8 of Section 5-4.1. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

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

**ADD:**

**5-10.1.3 Weekly Updates Recipients.**

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

Elham Lotfi, Senior Engineer, [ELotfi@sandiego.gov](mailto:ELotfi@sandiego.gov)

Daniel Yelsits, Project Manager, [DYelsits@sandiego.gov](mailto:DYelsits@sandiego.gov)

Resident Engineer, TBA, [XXX@sandiego.gov](mailto:XXX@sandiego.gov)

**5-10.2.1 Public Notice by Contractor.** To the "WHITEBOOK", items 2 and 3, DELETE in their entirety and SUBSTITUTE with the following:

2. No less than 5 Working Days in advance of Project construction activities and utility service interruptions, you shall notify all critical facilities, businesses, institutions, property owners, residents, or any other impacted stakeholders within a minimum 300-foot (90 m) radius of the Project. Verbal and written notifications shall be sent to critical facilities (including but not limited to police stations, fire stations, hospitals, and schools). A copy of written notifications sent to any critical facility shall also be sent to the Resident Engineer. You shall keep records of the people contacted, along with the dates of notification, and shall provide the record to the Engineer upon request. You shall identify all other critical facilities that need to be notified.
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.

**5-10.3 Exclusive Community Liaison Services.** To the "WHITEBOOK", ADD the following:

2. You shall retain an Exclusive Community Liaison for the Project that shall implement Work in accordance with the specifications described in 5-10.2 "Community Outreach Services" and 5-10.3 "Exclusive Community Liaison Services".

**5-13 ELECTRONIC COMMUNICATION.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with 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/ecp/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.

**5-14.6 Special Project Conditions.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. When removal of sediments and debris from channels and storm drains are required, you shall make a preliminary estimate of the materials that can be diverted to beneficial use. Receipts from disposal, re-use, and recycling options shall indicate that 65% of materials are diverted.

**5-15.1 General.** To the "WHITEBOOK", item 1, ADD the following:

If contaminated soil and/or contaminated groundwater is encountered during construction, then you shall cease any further ground disturbing activities associated with the project until the City provides evidence satisfactory to the EDA that the contamination has been remediated to applicable standards.

To the "WHITEBOOK", item 10, DELETE in its entirety and SUBSTITUTE with the following:

10. If your construction activities have encountered flammable liquids or other hazardous substances, you shall ensure that construction staff have the required Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. 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.

## SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

**6-1.1 Construction Schedule.** To the “GREENBOOK”, paragraph (1), sentence (1), DELETE in its entirety and SUBSTITUTE with the following:

After notification of award of the Contract and prior to the start of any Work, you shall submit your proposed Cost Loaded Construction Schedule to the Engineer at the pre-construction meeting.

To the “WHITEBOOK”, item 1, subsection “e” and “s”, DELETE in their entirety and SUBSTITUTE with the following:

- e) Monthly progress payments are contingent upon the submittal of an updated Schedule to the Engineer. The Engineer may refuse to process the whole or part of any monthly payment if you refuse or fail to provide an acceptable schedule.
- 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/ecp/edocref/>

To the “WHITEBOOK”, ADD the following:

- 3. The **120 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, “MAINTENANCE AND PLANT ESTABLISHMENT”.
- 4. The Work shall be completed and accepted prior to October 1<sup>st</sup>, 2025. Requests for time extension beyond this date shall be in accordance with 6-4.2, “Extensions of Time” and shall be approved at the discretion of the Engineer.

**6-1.1.2 Contracts More Than \$500,000 In Value.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. Provide the Schedule to the Engineer in accordance with 6-1.1, “Construction Schedule” and 6-1.2, “Commencement of the Work”.

To the “WHITEBOOK”, item 2, DELETE in its entirety.

**6-1.2 Commencement of the Work.** To the "WHITEBOOK", ADD the following:

5. You shall submit a Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule" at the scheduled pre-construction meeting.
6. If a Cost Loaded Construction Schedule is not provided, the pre-construction meeting will still be held. The Contract Time shall commence at issuance of the NTP, but you shall be limited to the following activities until the Cost Loaded Construction Schedule has been submitted to the Resident Engineer with no exceptions taken:
  - a) Mobilization of your trailers, associated utility setup, and grading for trailer area
  - b) Permit Procurement
  - c) Fencing and temporary utilities for your storage areas
  - d) Submittal of anticipated critical path submittals

**6-1.2.1 Construction Phasing.** To the "WHITEBOOK", ADD the following:

3. The first order of work shall be systems 6 and 7 as shown in 38321-25-D and 38321-26-D of the construction plans.
4. Prior to the start of work at systems 13 and 14 as shown in 38321-33-D, 38321-36-D, and 38321-76-D of the construction plans, you shall obtain prior approval from the Resident Engineer and Project Biologist.

**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.

#### 6-4.2

**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 **Maple Canyon Restoration Project, Project No. 517439, SCH No. 2020060453**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
2. The City of San Diego has prepared a **CEQA Guidelines Section 15183 Consistency Determination** for **Maple Canyon Phase II, Project No. 680456** wherein the project has been determined to be consistent with the Uptown Community Plan and the Final Program Environmental Impact Report for the Uptown Community Plan Update (Uptown PEIR), Project No. 380611, SCH No. 2016061023. You shall comply with all requirements of the **Consistency Determination** as set forth in **Appendix A**.
3. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

**6-6.2 Archeological, Native American, and Paleontological Discoveries.** To the "WHITEBOOK", ADD the following:

8. If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Contractor shall immediately stop construction in the area and notify the Resident Engineer. The Resident Engineer will immediately contact the State Historic Preservation Officer and EDA. The Contractor shall follow the State Historic Preservation Officer's instruction for the preservation of resources.

**6-6.2.2 Paleontological Monitoring Program.** To the "WHITEBOOK", ADD the following:

3. You shall retain a qualified paleontologist for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the paleontologist monitor. Notify the Engineer before noon of the Working Day before monitoring is required. See 3-5, "INSPECTION" for details.

**SECTION 7 – MEASUREMENT AND PAYMENT**

**7-3.1 General.** To the "GREENBOOK" and "WHITEBOOK", paragraph (8), DELETE in its entirety and SUBSTITUTE with the following:

If, within the time fixed by law, a properly executed notice to stop payment is filed with the City, due to your failure to pay for labor or materials used in the Work, all money due for such labor or materials will be withheld from payment in accordance with applicable laws.

To the "WHITEBOOK", ADD the following:

1. Unless specified otherwise, the Contract Price includes use, consumer, and other taxes mandated by applicable legal requirements.
2. As provided in §7105 of the California Public Contract Code, if the Contract is not financed by revenue bonds, you are not responsible for the cost of repairing or restoring damage to the Project when damage was proximately caused by an act of God, in excess of 5% of the Contract Price, if the following occur:
  - a) The Project damaged was built in accordance with the Contract requirements.
  - b) There are no insurance requirements in the Contract for the damages.
3. Payment for Remove and Reinstall Existing Parking Meter shall be paid for at the Contract Unit Price per each and included in the bid item for "**Remove and Reinstall Existing Parking Meter**" and shall include full compensation for labor, materials, equipment, removal and storage of meter, removal or concrete, concrete for new foundation, and any other related work.
4. Payment for Remove and Reinstall Existing Iron Rod Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for "**Remove and Reinstall Existing Iron Rod Fence**" and shall include full compensation for labor, materials, equipment, removal and storage of salvaged fence materials, labor, equipment, welding, painting, and any other related work.
5. Payment for Remove Existing Metal Beam Guardrail shall be paid for at the Contract Unit Price per linear foot and included in the bid item for "**Remove Existing Metal Beam Guardrail**" and shall include full compensation for labor, materials, equipment, removal and disposal of guardrail materials (posts, railing, hardware, etc.), backfilling where posts are removed and any other related work.
6. Payment for Remove Existing Wood Post Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for "**Remove Existing Wood Post Fence**" and shall include full compensation for labor, materials, equipment, removal and disposal of fence materials, backfilling where posts are removed, and any other related work.
7. Payment for Remove Existing Chain Link Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for "**Remove Existing Chain Link Fence**" and shall include full compensation for labor, materials, equipment, removal and disposal of fence materials, backfilling where posts are removed, and any other related work.
8. Payment for Remove Existing Restrictor Plate shall be paid for at the Contract Unit Price per each and included in the bid item for "**Remove Existing Restrictor Plate**" and shall include full compensation for removal and disposal of the restrictor plate from the inlets identified on the plans at System 6, removal



and disposal of bolts/fasteners, grouting of holes from removed bolts/fasteners, and any other related work. Prior to disposal of the restrictor plates, the Contractor shall confirm if the City would want to receive the restrictor plates.

9. Payment for Remove Existing 3-Sack Slurry Backfill shall be paid for at the Contract Unit Price per cubic yard (CY) and included in the bid item for **"Remove Existing 3-Sack Slurry Backfill"**. Contractor shall only be paid for removal and disposal of concrete slurry backfill that is in conflict with the installation of the proposed storm drain System 12 and shall not be paid for removal and disposal beyond the limits of the storm drain trench.
10. Payment for Remove and Reinstall Existing Lodge Pole Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for **"Remove and Reinstall Existing Lodge Pole Fence"** and shall include full compensation for all removal and storage of salvaged fence materials, labor, equipment, and any other related work.
11. Payment for Restrictor Plate shall be in the Contract Unit Price per each and included in the bid item for **"Restrictor Plate"** and shall include full compensation for materials, labor, equipment, fabrication per the dimensions on the detail in the plans, bolts/fasteners, and any other related work.
12. Payment for Remove Existing Concrete Pavement shall be in the Contract Unit Price per cubic yard (CY) and included in the bid item for **"Remove Existing Concrete Pavement"** and shall include full compensation for labor, materials, equipment, removal and disposal of concrete pavement, and any other related work.
13. Payment for Remove and Reinstall Existing Rock shall be paid for at the Contract Unit Price per ton and included in the bid item for **"Salvage and Reinstall Existing Rock"**. Work shall include all labor, materials, equipment, tools and incidental necessary including but not limited to; temporary stockpiling of salvaged stone, placement in its final location as shown on the plans, earthwork, preparation of subgrade, filter blanket material, stone placement, filter fabric material and placement, and all related work necessary to complete the work.
14. Payment for Adjust Existing Pull Box to Grade shall be paid for at the Contract Unit Price per each and included in the bid item for **"Adjust Existing Pull Box to Grade"**. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work.
15. Payment for Adjust Existing Water Meter Box to Grade shall be paid for at the Contract Unit Price per each and included in the bid item for **"Adjust Existing Water Meter Box to Grade"**. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work.

### 7-3.2

**Partial and Final Payment.** To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The Final Payment, which is the release of Retention, shall be paid to you after you have successfully submitted the following required documents:
  - a) An affidavit that payrolls and bills for materials, equipment, and other indebtedness connected with the Work for which the City or the City's property might be responsible for or encumbered by.
  - b) A certificate evidencing that insurances required by the Contract Documents shall remain in force after Final Payment is currently in effect and shall not be canceled or allowed to expire until at least a 30 Calendar Days prior written notice has been given to the Engineer.
  - c) Consent of Surety to Final Payment.
  - d) If required by the Engineer, other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, claims, and security interests or encumbrances arising out of the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the City, you may furnish a bond satisfactory to the Engineer to indemnify the City against such lien.
  - e) If required in the Contract Documents, the successful completion and submittal of the required reports such as construction demolition, waste recycling, and hydrostatic discharge reports.
  - f) Required EOCP Final Summary Report in accordance with Section 0-12, "Contract Records and Reports", record drawings, operations manuals, test reports, warranty documentation, and UL labels shall be submitted before requesting the release of retention.
  - g) Acceptance of the completed Project by the asset owning Department.

To the "WHITEBOOK", ADD the following:

2. Submit an invoice for payment after you successfully complete the required documents and the City will pay the invoice within 30 Calendar Days. The City will pay 6% annually for late retention payments.

#### 7-3.2.1

**Application for Progress Payment.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The City shall not pay progress or partial payments until you submit to the Engineer an acceptable updated Schedule. It is solely your responsibility to prepare and submit the Schedule updates.

**7-3.2.2 Amount of Progress Payments.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The City will pay 6% annually for late progress payments.
2. Progress payments will be considered "late" if the following occur:
  - a) The City does not pay the contractor within 30 Calendar Days from receipt of an undisputed and properly submitted invoice. A properly submitted payment invoice means that the City has approved for payment the entire invoice amount or if the Resident Engineer has not disputed any portion of the application within 7 Calendar Days of the date of submission.
  - b) The application for payment does not require signing of a Contract Change Order.
3. The Engineer may withhold payment for any of the following reasons:
  - a) Defective or incomplete Work.
  - b) Not providing an updated and accurate Cost Loaded Construction Schedule in accordance with 6-1.1, "Construction Schedule".
  - c) Stop notices, wage orders, or other withholdings required by Applicable Law. Your failure to comply with 5-3.3, "Payroll Records" and the Contractor Registration and Electronic Reporting System requirements of the Contract Documents.
4. The Engineer may back charge the contract for any of the following reasons:
  - a) Defective or incorrect Work not remedied.
  - b) Damage to City property or a third party's property that was caused by you.
  - c) Liquidated Damages.

**7-3.2.3 Waiver of Claims at Final Payment.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Your acceptance of Final Payment constitutes a waiver of affirmative Claims by you, except those previously made in writing and identified as unsettled at the time of Final Payment.

**7-3.2.4 Withholding of Payment and Back Charge.** To the "WHITEBOOK", DELETE in its entirety.

**7-3.4.1 Payment.** To the "WHITEBOOK", ADD the following:

4. The cost for mobilization excludes the costs for all mobilization and demobilization Work associated with each paving phase. The costs for all mobilization and demobilization Work associated with each paving phase shall be paid in accordance with 306-1.2.1, "Payment".

**7-3.5.1 General.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. Unit Bid prices shall not be subject to adjustment regardless of quantity used, or if none is used, for the following Bid items:
  - a) imported backfill
  - b) shoring
  - c) water services
  - d) house connection sewers
  - e) water pollution control items
2. Unit Bid prices for "Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)" shall not be subject to adjustment regardless of quantity used or if none is used.
3. Upon discovery and prior to the Work, you shall notify the Resident Engineer if there is a change in Bid item quantity that increases the total Contract Price by 5% or \$100,000 or more, whichever is less.

**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**

<b>Contract Price</b>	<b>Maximum Field Order Work Amount</b>
Less than \$250,000	\$7,500
\$250,001 to \$2,000,000	\$25,000
\$2,000,001 to \$5,000,000	\$75,000
\$5,000,001 to \$10,000,000	\$125,000
Greater than \$10,000,000	\$250,000

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.
7. Field Orders will require further review and approval by EDA in order to be eligible for Federal funding participation from EDA. Review by EDA may occur in parallel to the associated Work, and approval or disapproval by EDA shall not preclude Work associated with a Field Order or the associated payment to the Contractor. In the event that EDA declines to participate in a Field Order, the Field Order shall be paid with City funds only.

**7-3.11 Compensation Adjustments for Price Index Fluctuations.** To the "WHITEBOOK", ADD the following:

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

**7-4.3 Markup.** To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
  - a) Regardless of the number of a Subcontractor's tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost then 5% for any remaining costs. You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.

- b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
- c) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

**SECTION 200 – ROCK MATERIALS**

**200-1.6.1 Stone for Riprap**

**200-1.6.2 General.** To the "GREENBOOK", First Paragraph, DELETE in its entirety and SUBSTITUTE with the following:

Stone for riprap shall be cobblestone, shall be rounded, and shall be colored/naturally colored to match rock found in Maple Canyon. Flat or elongated shapes will not be accepted unless the thickness of the individual pieces is at least 1/3 of the length. Contractor shall provide a sample of the rock to the City Resident Engineer for inspection prior to placement to ensure that stone type and color is acceptable.

**SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS**

**201-1.1.2 Concrete Specified by Class and Alternate Class.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Monolithic curb and pavement shall not be allowed.
- 2. To Table 201-1.1.2, REVISE the following:
  - a) Concrete class for "Concrete Pavement (not integral with curb)", DELETE "520-A-2500" and SUBSTITUTE with "560-C-3250".
  - b) Concrete class for "Sidehill Surface Drainage Facilities", DELETE "500-C-2500" and SUBSTITUTE with "520-C-2500".
  - c) Concrete class for "Fence and Guardrail Post Foundations", DELETE "500-C-2500" and SUBSTITUTE with "520-C-2500".

**SECTION 203 – BITUMINOUS MATERIALS**

**203-6.3.1 General.** To the "WHITEBOOK", ADD the following:

- 3. Asphalt concrete for Job Mix Formula (JMF) and Mix Designs shall be Type III and shall not exceed 15% RAP.

## SECTION 207 – GRAVITY PIPE

**207-2.1**      **General.** To the “GREENBOOK”, ADD the following:

1.      RCP for Systems 2, 7, 10, 12, 13, 14 and 15 shall be formed using SEVERE EXPOSURE concrete per 201-1.1.3, Table 201-1.1.3.

## SECTION 209 – PRESSURE PIPE

**209-1.1.1**      **General.** To the “WHITEBOOK”, ADD the following:

2.      PVC products, specifically type C900 and C905, as manufactured or distributed by J-M Manufacturing Company or JM Eagle shall not be used on the Contract for pressurized pipe.
3.      Refer to AWWA C900-16 for all references to AWWA C905.

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

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

1.      Boxes and covers shall be in accordance with the Water Approved Materials List or approved equal.
2.      Boxes and covers to be installed in all areas shall have a reinforced polymer concrete frame and cover designed for AASHTO H-20 traffic loading.
3.      Covers shall have a logo reading “SD CITY WATER” as well as the manufacturer’s name or logo cast in the polymer concrete surface. A cover selected at random shall be tested.
4.      Covers shall be solid per SDW-136, sheet 1 only. Reader lids shall not be installed.

## SECTION 300 – EARTHWORK

**300-1**      **CLEARING AND GRUBBING.**

**300-1.1**      **General.** To the “WHITEBOOK”, items 3-5, DELETE in its entirety and SUBSTITUTE with the following:

3.      You shall comply with the Avian Protection Requirements detailed in **38321-02A-D** and **37272-03-D** of the construction plans. Pre-construction surveys; monitoring and reporting; preparation of letter reports and memoranda; and all other work to be done by the Project Biologist shall be included in the Lump Sum Bid items for “Biological Monitoring and Reporting” per 802-4 unless a separate Bid item has been provided. Otherwise, compliance with the Avian Protection Requirements shall be included in the contact price.

**ADD:**

**300-1.1.1 Plant Material Salvage.**

All native plant material within the project limits shall be cleared, grubbed and chipped to create a mulch to be used therein in revegetation. Chipped material shall be stockpiled until needed and kept free of weeds and weed seeds.

**300-1.4 Payment.** To the "WHITEBOOK", ADD the following:

3. The Allowance Bid item for "Preparation of Nesting Bird Management Plan" shall include payment for preparing the Nesting Bird Management Plan as detailed in the Avian Protection Requirements. You are solely responsible for processing delays to the Contract Time that result from incomplete or inaccurate information provided by you to the City or USFW. No additional payment will be warranted for revisions and reviews that result from incomplete or inaccurate information provided by you in the Nesting Bird Management Plan.

**300-2 UNCLASSIFIED EXCAVATION.**

**300-2.9 Payment.** To the "GREENBOOK", ADD the following:

Prior to export of excess material from the site, contractor shall coordinate with the Resident Engineer to make the determination if the excess material can be placed either on site or be used as fill material for the slope repairs on the Maple Canyon Restoration - Phase 1 project.

**300-4 UNCLASSIFIED FILL.**

**300-4.1 General.** To the "GREENBOOK", DELETE the third paragraph and SUBSTITUTE the following:

Fill material for trench backfill and slope repair shall be free of biodegradable material, hazardous substance contamination, other deleterious debris, and rocks or hard lumps greater than 6 inches. If the fill material contains rocks or hard lumps, at least 70 percent (by weight) of its particles shall pass a U.S. Standard 3/4 -inch sieve. Fill material shall consist of predominantly granular soil (less than 40 percent passing the U.S. Standard #200 sieve) with Expansion Index of less than 50.

Loose or disturbed soils encountered at the trench bottom shall be over-excavated and replaced with pipe bedding material or other approved materials. Depth of over excavation shall be determined by the Resident Geotechnical Engineer.

Prior to slope repair operations, the surface of the existing erosion gully and adjacent slope face shall be cleared of all vegetation, trash or other deleterious materials. Any loose and compressible soil materials shall be removed until competent material is encountered. The extent of the cleared and excavated areas shall be checked and determined by the City's Resident Engineer during grading.



A key at the toe of the proposed slope backfill shall be constructed. The key should be at a minimum 10 feet wide, 2 feet deep and excavated into the slope with minimum inclination of 2 percent. Additional horizontal benches shall be cut into the existing slope in order to provide both lateral and vertical stability for the new fill materials. The width and frequency of all benches should be determined in the field by the City's Resident Engineer during the grading operation.

All backfill material shall be moisture-conditioned, spread and placed in lifts (layers) not-to-exceed 6 inches in loose (uncompacted) thickness, and uniformly compacted to minimum relative compaction of 90 percent. The soil moisture content shall be maintained at or within 2 to 3 percent above the optimum moisture content of the backfill material. The maximum dry density and optimum moisture content shall be determined in the laboratory by ASTM D1557 testing procedures.

Small hand-operated compacting equipment shall be used for backfill compaction to an elevation of at least 4 feet above the top (crown) of pipes. Flooding or jetting shall not be used to densify the backfill.

**300-4.8**      **Slopes.** To the "GREENBOOK", ADD the following:

Slopes shall be constructed in accordance with the geotechnical recommendations, including the benching requirements detailed on the Plans and in the geotechnical report.

**300-5**            **BORROW EXCAVATION.**

**300-5.4**        **Measurement and Payment.** To the "GREENBOOK", ADD the following:

Prior to importing material for slope repair work, contractor shall coordinate with the Resident Engineer to make the determination if excess material from the Maple Canyon Restoration - Phase 2 project can be used as fill material for the slope repairs.

Payment for import borrow will be made at the Contract Unit Price per cubic yard and included in the bid item "**Import Borrow**". Work shall include preparation (other than clearing and grubbing) of placement areas, benching, material, labor, equipment, hauling costs, placement, water, compaction, and grading to the lines, grades, cross sections shown on the plans, and all related work necessary to complete the work.

**300-11**        **STONework FOR EROSION CONTROL.**

**300-11.4**      **Measurement and Payment.** Delete the first paragraph and replace with the following:

Payment for "**Rip Rap Energy Dissipator**" shall be measured and paid for per ton of stone in place and shall be based on the size noted on the plans. Work shall include all labor, material, equipment, tools and incidental necessary including but not limited to; earthwork, preparation of subgrade, filter blanket material, stone placement, filter fabric material and placement (including underneath drop structures), and all related work necessary to complete the work.

## 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.

ADD the following:

13. Asphalt concrete shall be Type III and shall not exceed 15% RAP in accordance with 203-6.3.1, “General”.

## SECTION 302 – ROADWAY SURFACING

**302-4.5 Scheduling, Public Convenience and Traffic Control.** To the “GREENBOOK”, paragraphs (1) and (2), DELETE in their 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.

## SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

**303-1.1 General.** To the “GREENBOOK”, ADD the following:

Color for exposed portions of concrete structures located within Maple Canyon shall be integrally pigmented color concrete and shall be Davis Colors: Color Number 5237, San Diego Buff or approved equal. Contractor shall adhere to “Greenbook” Specification 303-7 “Colored Concrete” and the manufacturer’s instructions.

**303-1.2 Subgrade for Concrete Structures.** To the “GREENBOOK”, ADD the following:

Concrete structures shall be founded on firm, native soils or approved compacted material. Loose or soft soils encountered at the bottom of structure excavations shall be removed and replaced with ¾-inch crushed rock materials wrapped in geotextile fabric meeting or exceeding the following specifications. The extent of over-excavation shall be evaluated and determined by the City’s Resident Engineer.

<b>Fabric Property</b>	<b>Min. Certified Values</b>	<b>Test Method</b>
Grab Tensile Strength	300lb	ASTM D 4632
Grab Tensile Elongation	35% (Max.)	ASTM D 4632
Burst Strength	600psi	ASTM D 3786
Trapezoid Tear Strength	120lb	ASTM D 4533
Puncture Strength	130lb	ASTM D 4833

**303-1.12 Payment.** To the "GREENBOOK", ADD the following:

1. Payment for **"Precast Concrete Grade Control Structures"** shall be made at the Contract Unit Price per Lump Sum and shall include full compensation for furnishing all labor, materials, equipment tools, installation of prefabricated concrete blocks, preparation of subgrade, integral coloring of the concrete, and all other materials and operations associated with the installation of the precast concrete grade control structures as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
2. Payment for **"Modified Wing Type Headwalls"** shall be paid for at the Contract Unit Price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, black vinyl chain link fence where specified on the plans, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specification and no additional compensation will be allowed.
3. Payment for **"Curb Inlet (Mod Type C-1, L=10')"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
4. Payment for **"Curb Inlet (Mod Type C-1, L=21' w/ Modified Grate)"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated materials, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
5. Payment for **"Storm Drain Clean Out (Mod Type A-4)"** shall be paid for at the Contract Unit price each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil

compaction, incidentals, and for doing the work including preparation and implementation of the plans, as shown on the drawings and as specified and no additional compensation will be allowed.

6. Payment for **"Storm Drain Clean Out (Mod Type A-5)"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated materials, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.
7. Payment for **"Slanted Grate Inlet (L=21'-4")"** shall be paid for at the Contract Unit price per each, which will include full compensation for furnishing all labor, materials, equipment, tools, export of excavated material, soil compaction, incidentals, and for doing the work including preparation and implementation of the plan, as shown on the drawings and as specified in these specifications and no additional compensation will be allowed.

**303-5.1.1 General.** To the "WHITEBOOK", ADD the following:

7. For the purposes of this section, the terms "walk" and "access ramp" shall be synonymous with "sidewalk" and "curb ramp and pedestrian ramp", respectively.

## **SECTION 304 – METAL FABRICATION AND CONSTRUCTION**

**ADD:**

**304-7 MIDWEST GUARDRAIL SYSTEMS.**

**304-7.1 General.** Installation of Midwest Guardrail Systems shall comply with the 2018 Caltrans Standard Plans and with Section 83-2.02 "MIDWEST GUARDRAIL SYSTEMS" of the 2018 Caltrans Standard Specifications.

**304-7.2 Payment.** Except for Midwest guardrail systems located within the pay limits of (1) a terminal system, (2) a transition railing, (3) an end anchor assembly, or (4) a railing tensioning assembly, the payment quantity for Midwest guardrail system is the length measured along the face of the rail element from end post to end post of the completed railing. The point of measurement at the end post is the center of the bolt attaching the rail element to the end post. If Midwest guardrail system is connected to a barrier, the point of measurement is the midpoint between the 2 bolts attaching the rail element to the barrier. Payment for Midwest Guardrail Systems shall be paid for at the Contract Unit Price per linear foot and included in the bid item for **"Midwest Guardrail System"**. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work.

## SECTION 305 – PILE DRIVING AND TIMBER CONSTRUCTION

### 305-2 TIMBER STRUCTURES AND TIMBER CONSTRUCTION.

#### 305-2.1 **General.** To the “GREENBOOK”, ADD the following:

The pedestrian bridge crossing shall be installed at the location identified on the plans and in accordance with the details in the plans.

#### 305-2.6 **Measurement and Payment.** To the “GREENBOOK”, ADD the following :

Payment for the pedestrian bridge crossing shall be paid for at the Contract Unit Price per lump sum and included in the bid item for “**Pedestrian Bridge Crossing**”. Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work including but not limited to; the placement of concrete, steel members, lumber, underdrains, hardware, preparation of subgrade, structural excavation and backfill, steel reinforcement, and all other materials and operations associated with the installation of the pedestrian bridge crossing.

Payment for Lodge Pole Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for “**Lodge Pole Fence**”. Lodge Pole Fence will be measured parallel to the ground slope along the line of the completed fence. Full compensation for materials, labor, equipment, clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating and furnishing and placing concrete footings, and any other related work shall be considered as included in the bid item for “Lodge Pole Fence”.

Payment for Wood Post Fence shall be paid for at the Contract Unit Price per linear foot and included in the bid item for “**Wood Post Fence**”. Wood Post Fence will be measured parallel to the ground slope along the line of the completed fence. Full compensation for materials, labor, equipment, clearing the line of the fence and disposing of the resulting material, excavating high points in the existing ground between posts, excavating and backfilling footings for posts, paint, and any other related work shall be considered as included in the bid item for “Wood Post Fence”.

## SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

### ADD:

#### 306-1.2 **Phased Paving.**

1. You shall implement phased paving, when directed and approved by the Engineer.
2. The Engineer will notify you when you can proceed with phased paving Work. Each phase shall be completed within **90 Calendar Days** after the Engineer's notification. Plan and schedule your Work accordingly to ensure each phase is complete.

3. When Phased Paving is initiated, the following Work shall be completed within the determined areas:
  - a) Installation of mains and appurtenances.
  - b) Operational checks and testing.
  - c) Mains are in service.
  - d) Trench restoration.
  - e) Road surface preparatory Work.
  - f) Installation of concrete sidewalks and curb ramps.
  - g) Adjustments of gate valves and manholes, survey monuments and utility boxes.
4. You may propose to change the limits of the determined phasing, in writing, for the Engineer's review and approval. If approved, there shall be no additional costs to the City. No additional Working Days will be granted for delays due to the City's review and approval of your proposed change and due to the implementation of that proposed change.
5. You may use multiple crews to complete each phase of paving.

**ADD:**

**306-1.2.1 Payment.**

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

**306-3.3.4 Payment.** To the "WHITEBOOK", ADD the following:

12. The payment for removal of existing pipe outside the proposed trench limits shall be included in the bid item for **"Remove Existing Storm Drain Pipe Outside of the Trench Limit"** and shall include full compensation for labor, equipment, removal and disposal of storm drain, backfilling of the trench where storm drain is removed, and any other related work.
13. The payment for removal of existing drainage inlets outside the proposed trench limits shall be included in the bid item for **"Remove Existing Drainage Inlet Outside of the Trench Limit"** and shall include full compensation for

labor, equipment, removal and disposal of inlet (concrete, steel, etc.), backfilling of the trench where the inlet is removed, and any other related work.

14. The payment for removal of existing concrete swale shall be in the bid item for **“Remove Existing Concrete Swale”** and shall include full compensation for labor, equipment, removal and disposal of concrete, and any other related work.
15. The payment for removal of existing sewer pipe outside the proposed trench limits shall be included in the bid item for **“Remove Existing Sewer Pipe Outside of the Trench Limit”** and shall include full compensation for labor, equipment, removal and disposal of sewer, backfilling of the trench where sewer is removed, and any other related work

**306-6.1 General.** To the “GREENBOOK”, ADD the following :

The “Pipe Bedding Zone” shall be a minimum of 6 inches thick below the pipe barrel.

Backfill material placed in the "Pipe Bedding Zone" shall consist of clean, free draining sand or crushed rock. Sand shall be free of clay, organic matter, and other deleterious materials and conform to the gradation shown in the following table. Backfill material shall be placed on each side of the pipe simultaneously.

<u>Sieve Size</u>	<u>Percent Passing by Weight (percent)</u>
½ inch	100
#4	75-100
#16	35-75
#50	10-40
#200	0-10

Crushed rock shall conform to 200-1.2 and 200-1.3 for 3/4-inch crushed rock gradation. Import backfill materials are required for the "Pipe Bedding Zone" and "Pipe Zone". If crushed rock is to be used for pipe zone and bedding backfill materials, the rock materials shall be wrapped in geotextile filter fabric such as Mirafi 140N or equivalent.

**306-8.8.3 Thrust Blocks and Anchor Blocks.** To the “WHITEBOOK”, item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Thrust blocks shall be installed at all bends, tees, dead-ends and reducers. The use of restrained joints requires approval from the Engineer. The thrust blocks shall be constructed as follows:
  - a) Thrust blocks shall be constructed of concrete conforming to 201-1, “PORTLAND CEMENT CONCRETE”.

- b) Unless otherwise shown on the Plans, concrete thrust blocks shall be constructed in accordance with SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION and the Standard Drawings.
- c) Concrete blocks shall be constructed between undisturbed ground and fittings to be anchored.
- d) Unless otherwise shown on the Plans, the quantity of concrete and the bearing area of the pipe against undisturbed soil shall be as shown on the Standard Drawings.
- e) Unless otherwise shown on the Plans, concrete shall be placed so pipe joints and fittings remain accessible to repairs.

**306-8.9.2.3 Allowable Leakage.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. For prefabricated pressure pipe testing requirements, refer to prefabricated gravity pipe pressure testing requirements in 306-7.8.2, "Pressure Testing and Leakage Inspection".

**306-15.8 Pipeline Appurtenances.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. Payment for water meter boxes and meter box lids shall be included in the Bid item for "Water Services" unless a Bid item for each "Meter Box" has been provided. Payment shall include any additional adjustment to place the box around the meter to ensure the valve is accessible and operating properly (including adjusting the water service pipe beyond the meter box).

## SECTION 401 – REMOVAL

**401-5.1 Trees, Stumps, Roots, and Other Landscape.** To the "WHITEBOOK", ADD the following:

- 8. After exact excavation limits are set, the Contractor shall mark in the field trees within the project limits to be removed. The Project Biologist will confirm the location and number of these trees and will provide a final decision for removal on those trees marked. It is the intent of this specification that the maximum number of existing trees possible shall be preserved, provided their preservation does not preclude construction of the project as designed, nor present an increased safety risk to the public or to private property (e.g. increased probability of treefall onto trails, homes, streets, or other typically used areas due to severing of roots or destabilization of soil). Refer to Demolition drawings for the projected number of trees to be removed.
- 9. All plants and trees outside the Limit of Work shall be protected in place. Do not cut or damage trees outside the Limit of Work unless shown to be removed on the drawings or unless written permission has been obtained from the



City's Resident Engineer. Furnish three copies of the written permission before removal operations commence.

10. Buried utilities and equipment shall be located out of root zones wherever possible. In cases where utilities must cross root zones of trees that are to be preserved, tunneling, water jetting, or similar methods shall be used to avoid severing major roots (greater than 1.5" in diameter). The exposed roots of trees shall be covered and shaded by moist burlap or canvas until the trench is backfilled. Tunneling within the rooting area of a tree to remain shall be done under the supervision of the Project Biologist. In the event it is necessary to cut the roots of an existing tree to remain, the tree shall be pruned to reduce the foliage volume in keeping with the reduction in roots. When excavation near a tree to be preserved must be carried out, damage shall be limited by root pruning under the observation of a Project Biologist. Stumps in open space areas that are not removed by trench excavation and are not accessible for stump-grinding equipment shall be cut flush with the ground. All work shall be performed under the direction of the City's Resident Engineer.
11. The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by City's Resident Engineer. The Contractor shall replace trees in kind and size as determined by City. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (ISA) guidelines for value determination.

**401-7**      **PAYMENT.** To the "WHITEBOOK", item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. Work related to tree removal and disposal shall be included in the Lump Sum Bid item for "**Tree Removal and Disposal**". The payment for "Tree Removal and Disposal" shall include removal of all trees, stumps, and fallen trees within the project limits as directed by the Project Biologist, payment for marking trees to be removed, protecting existing adjacent trees as required by the Project Biologist or not specified to be removed on the Plans, modifications to marked trees as directed by the Project Biologist, protecting existing improvements and utilities, and all other materials and operations associated with the tree removal and disposal.

#### **SECTION 402 – UTILITIES**

**402-2**      **PROTECTION.** To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to **Appendix L - Advanced Metering Infrastructure (AMI) Device Protection** for more information on the protection of AMI devices.

**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).

**402-7.2 Pipe Separations.** To the "WHITEBOOK", item 1, subsection "a", DELETE in its entirety and SUBSTITUTE with the following:

- a) You shall notify the Engineer immediately if:
  - i. 6 inches (152.4 mm) vertical separation as measured from the outside of pipe wall to the outside of pipe wall between utilities other than sewer and water mains cannot be maintained.

**402-8 PAYMENT.** To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. With the Resident Engineer's approval, compensation for each existing utility pothole that is not shown on the Plans but marked out by USA shall be included in the Bid item for "**Potholing Existing Utilities Not Shown on Plans (Depth up to 7 feet)**". Potholing for existing utilities that have been shown on the Plans shall be included in the Contract Price.

#### **SECTION 600 - ACCESS**

**600-1 GENERAL.** To the "WHITEBOOK", item 5, DELETE in its entirety and SUBSTITUTE with the following:

5. You shall notify Environmental Services Department via email [trash@sandiego.gov](mailto:trash@sandiego.gov) of street closures affecting the regular scheduled solid waste collection at least 3 Working Days prior to the street closure. Include your business name and phone number, days of closure, time of scheduled closure, and date of anticipated street reopening in the notification.
  - a) You shall verify waste collection schedules via the Environmental Services website at:  
  
<http://www.sandiego.gov/environmental-services/collection/index.shtml>
  - b) You shall comply with the following requirements for trash, recycling, and yard waste collection:
    - i. Provide advance written notice to every property affected by blocked public right of way.
    - ii. Coordinate the relocation of trash, recycling, and yard waste containers to an accessible public street for the City's waste collection crews on collection day.

- iii. When necessary, relocate the containers from the blocked streets to the accessible public right of way before the City's collection vehicles arrive to assist with collection on existing schedules. Return the containers to their point of origin to ensure the accuracy of inventory assignment by address.
- c) If the City's crews are unable to provide the citizens with the mandated services due to your failure to comply with these specifications, you shall collect trash, recyclables, and yard waste on the City's schedule and deliver to the City's designated locations. If you fail to perform this Work, you shall incur additional costs for the City to reschedule pick up of an area.

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

**601-1**      **GENERAL.** To the "WHITEBOOK", ADD the following:

- 15. The Contractor shall be allowed to close portions of the Maple Canyon Trail at the discretion of the City and based on the approved Pedestrian Traffic Control Working Drawings that are to be prepared by the Contractor. The Contractor shall be required to adhere to the following requirements:
  - a) The Contractor shall be required to keep the trail open at all times during the weekends.
  - b) Trail closures throughout the week shall be reopened overnight outside of working hours unless otherwise approved by the City.
  - c) The Contractor shall be required to place signs at each of the trail entrances based on direction from the Resident Engineer in coordination with the Maple Canyon Park Ranger – Michael Cassidy. The Contractor shall check signs daily and maintain or replace signs as necessary. Barricades shall be installed in advance of locations where the trail are closed to the public.
  - d) If installation of the storm drain, at locations where it crosses the trail, cannot be completed in the work day, trench plates shall be installed over the crossing to allow the trail to be reopened and construction fencing installed to eliminate access to any open trenches adjacent to the trail.
  - e) At the proposed pedestrian bridge crossings the Contractor shall provide a temporary trail detour around the work zone to maintain access to the public as much as is feasible due to the longer duration required to construct the bridges. The temporary trail detour shall be delineated with construction fencing and signs shall be installed at

each end of the detour to alert trail users. Upon completion of the bridges, the trail detour shall be removed.

**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.

**601-7 PAYMENT.** To the "WHITEBOOK", ADD the following:

6. The payment for pedestrian traffic control Working Drawings for work that affects recreational use of the Maple Canyon Trail, permits, traffic control work including traffic control devices and any detours that may be required by the City, shall be included in the Bid item for "**Pedestrian Traffic Control and Working Drawings**".

## **SECTION 800 – MATERIALS**

**800-1.2.2 Manure.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Manure shall not be used.

**800-1.2.4 Organic Soil Amendment.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Organic Soil Amendment shall be Type 4, compost as follows:

Type 4 organic soil amendment (compost) shall be derived from Green Material (yard waste and/or food waste) that is composted in accordance with California Code of Regulations, Title 14, Chapter 3 Article 7, 17868.3 (15 Day Process to Further Reduce Pathogens and kill weed and other seeds). Incorporated into the soil, compost improves soil texture; increases both nutrient and water holding capacity; and reduces the need for commercial fertilizer. Where applicable, Organic Soil Amendment can qualify as a component of LEED certification.

Type 4 organic soil amendment shall come from a compost facility that tests its compost on a quarterly basis and meets the requirements listed in Table 800-1.2.4 (B). You shall provide a copy of the most recent quarterly test results and a current representative sample of the compost to be used on the project to the City prior to approval and the compost being used.

The City of San Diego's Miramar Greenery produces Type 4 organic soil amendment (compost) and complies with the U.S. Composting Council's Seal of Testing Assurance Program. The Miramar Greenery is located within the City's Miramar Landfill at State Hwy. 52 and Convoy St. in San Diego.

<http://www.sandiego.gov/environmental-services/miramar/greenery/>

**Table 800-1.2.4 (B)**

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
pH	6.0 – 7.5		04.11-A 1:5 Slurry pH
Soluble salts	0 - 10	dS/m (mmhos/cm)	04.10-A 1:5 Slurry Method
Organic Matter	30 - 75%	% dry weight basis	05.07-A Loss-on-ignition Organic Matter Method (LOI)
Stability	≤ 8	mg CO <sub>2</sub> /g OM/day	05.08-B carbon Dioxide Evolution Rate

Test Criteria	Acceptable Range	Unit of Measure	TMCC Test Method
Maturity	> 80% emergence	average % of control	05.05-A Germination and vigor
Pathogens			
Fecal coliform	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.01-B Fecal coliforms
Salmonella	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.32(a)	07.02 Salmonella
Heavy Metal	Pass	Pass/Fail per U.S. EPA Class A standard, 40CFR 503.13(a) Tables 1 and 3.	04.06-Heavy Metals standards, and Hazardous Elements.
Particle Size	≥ 90%	% dry weight passing through 11mm	02.02-B Sample Sieving for Aggregate Size Classification

**800-1.2.5 Mulch.** To the “WHITEBOOK”, ADD the following:

4. Areas identified on the plans to receive only container planting, excluding hydroseed areas, shall be mulched with **(g) Type 7 Mulch** (wood chips.) Average dimensions shall be 1" to 3" in length, 1/2" in thickness, and a natural dark brown color. Submit two (2) samples for approval by the City prior to installation.
5. Areas identified on the plans to receive hydroseed shall be **(m) Type 13 Hydro-mulch** (bonded fiber matrix.) The hydro-mulch slurry components shall consist of a BFM, Fertilizer, Mycorrhizal Inoculum, Seed Mix and Water. Slurry components shall be provided to the rates identified on the plans. Hydro-mulch slurry shall conform of the following specifications:

### Bonded Fiber Matrix

Product shall be hydraulically-applied erosion control product Engineered Fiber Matrix™ (EFM™) and shall perform as a Bonded Fiber Matrix (BFM) product. EFM shall be 100% biodegradable, made in the United States and is composed of 100% recycled, thermally refined (within a pressurized vessel) virgin wood fibers, crimped interlocking biodegradable fibers, mineral activators and wetting agents (including high-viscosity colloidal polysaccharides, cross-linked biopolymers, and water absorbents). The EFM is phytosanitized, free from plastic netting, and when cured forms an intimate bond with the soil surface to create a continuous, porous, absorbent and flexible erosion resistant blanket that allows for rapid germination and accelerated plant growth. Product may require a 4-24 hour curing period to achieve maximum performance.

Product: ProMatrix Engineered Fiber Matrix, or approved equal.

Manufacturer: PROFILE Products LLC  
750 Lake Cook Road, Suite 440  
Buffalo Grove, IL 60089  
[www.profileproducts.com](http://www.profileproducts.com)  
(800) 366-1180

Standards: Meet or exceed the “Technical Data” standards, “Composition”, and “Packaging Data” as provided by the Profile Products, ProMatrix Engineered Fiber Matrix Data Sheet dated 04/2012.

Installation: Strict compliance with the manufacturer’s instructions and recommendations.

### Fertilizer

Fertilizer shall be derived from composting green materials, i.e., chipped, shredded, or ground vegetation; or recycled wood and/or Biosolids. Fertilizer shall comply with the regulations and be derived from a permitted/regulated composting facility who is a participant in the United States Composting Council “Seal of Testing Assurance” Program. Particle size shall be screened at 3/8 inch and contain approximately 80% 1/4-inch minus and up to 20% up to 3/8-inch.

Product: Hydropost, or approved equal.

Manufacturer: S&S Seeds, Inc  
6155 Carpinteria Ave  
Carpinteria, CA 93013

Application: Strict compliance with the manufacturer’s instructions and recommendations.

Mycorrhizal Inoculum

Mycorrhizal Inoculum shall be certified that the product contains one or more species of mycorrhizal fungi at a minimum rate of 120 propagules per cubic centimeter.

Product: AM 120 Mycorrhizal Inoculum or approved equal.

Manufacturer: Reforestation Technologies International (RTI)

[www.reforest.com](http://www.reforest.com)

(831) 424-1495

Application: Strict compliance with the manufacturer's instructions and recommendations.

Seed Mixture: Seed Mixture compliant with requirements per section 800-1.3.

Water: As required by the manufacturer's recommendations.

**800-1.2.6 Inorganic Soil Amendments.** To the "WHITEBOOK", ADD the following:

3. Soil sulfur shall be 99.5% elemental. Sizing on stacked screen shall be approximately: 8 mesh 4.3%; 20 mesh 7.8%; 50 mesh 46.9%; 100 mesh 39.3%; 200 mesh 1.7%.
4. Soil conditioner shall be granular, tri-c humate plus, a blend of humate and gypsum or approved equal, and shall contain 25% humic acids. It shall be free flowing, suitable for application with approved equipment and shall contain the minimum available percentages of 7% calcium and 5% Sulphur.

**ADD:**

**800-1.2.7 Herbicides and Pesticides.** Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions. Herbicides and pesticides shall be applied by licensed applicators. The Contractor shall obtain approval for any and all pesticide and herbicide use in writing from the City.

Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent, except for areas where it may contact standing or running water.

Post-emergent herbicide for all areas where herbicide may come in contact with standing or moving water shall be Aquamaster, Rodeo, or approved equal specifically approved for use near water bodies. These herbicides are approved for use within the riparian areas by the City and County of San Diego because it has been determined to be non-toxic to aquatic organisms. Other herbicides shall be approved by the City and County of San Diego prior to use on only the most noxious weeds, and only under the direct supervision of the City.



**800-1.3**

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

7. Hydroseed seed types shall be in conformance with the seed mixture identified on the plans. Seeds shall meet or exceed the percent live seed (% seed purity x % germination rate = % live seed) identified on the plans.

Contractor shall submit current data of percent seed purity, percent germination rate and % pure live seed counts for all seeds specified in the mixture for approval. The data submitted shall be prepared on the seed manufacturers or seed distributors letterhead, list the date, and be prepared for the contractor.

**800-1.4.1**

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

8. Contractor shall notify the City a minimum of 48 hours before each plant delivery so the City can schedule a review.
9. Availability: Within 2 weeks of the start of work, the Contractor shall place orders for all plant material in sufficient time to reserve or grow the plants for the project. No substitutions will be allowed. If plants are not available, the Contractor shall have the specified species contract grown by a reputable plant nursery. Provide nursery name and resume for review and approval prior to contract growing.
10. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan.
11. Quantities: Plant quantities indicated on the plans are for Contractor's convenience only. Quantities of all plant materials shall be furnished as needed to complete work as shown on the Plans.
12. The City is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or plans. Plants larger in size than specified may be used with the approval of the Landscape Architect, but the use of larger plants will make no change in contract price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
13. Rejection or Substitution: The City reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size,

variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place and installed or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Resident Engineer.

Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to City's written approval.

14. Right to Changes: The Landscape Architect reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (30) days before the planting operation has commenced.

**800-1.4.2 Trees.** To the "WHITEBOOK", ADD the following:

4. All trees shall:
  - a) Be of the specified type and size as indicated on the Plans, selected from high quality, well-shaped and proportioned Southern California-grown nursery container stock. Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.
  - b) Have grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.
  - c) Have a main leader branch and not a co-dominant branching structure, unless the tree is intended to be multi-trunk.
  - d) Be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**800-1.4.3 Shrubs.** To the "GREENBOOK", ADD the following:

Field grown stock grown in climatic regions which are different (as determined by the City) to those conditions found at the project site, shall have been acclimated to a

climate similar to their intended locations prior to delivery and shall be accompanied by letter and/or certificate from the nursery that the plant materials are suitable for said locations or they will not be accepted.

Contractor shall assure that shrubs are grown in containers for sufficient time to permit full rooting within the container to bind the soil but not so long as to create a root bound condition. No container plants that have cracked or broken balls of earth, when taken from the container, shall be planted. No plants with damaged roots, broken root balls, or root bound, when taken from the container shall be planted.

Containers for shrubs shall be free of weeds, native grasses, Bermuda grass, and Kikuyu grass.

**800-1.5.3 Tree Stakes.** To the "WHITEBOOK", ADD the following:

3. Tree stakes shall be two (2) inch diameter lodge pole stakes, pointed on one end. For trees with container size greater than 36" box shall utilize three-inch diameter lodge pole stakes, pointed on end with a minimum length of 10'-0".

**800-1.5.4 Tree Ties.** To the "WHITEBOOK", ADD the following:

4. Ties shall be made of minimum 1-inch width material and shall be of suitable length to wrap the trunk caliper and prevent rubbing when installed in a 'figure 8' method around stake and tree.

**ADD:**

**800-2.4 Sprinkler Equipment.** To the "WHITEBOOK", ADD the following:

3. All materials and equipment used in all irrigation work shall be new and without flaws or defects and of quality and performance as specified, unless otherwise specified on the plans.

Prior to installation of any irrigation work, the Contractor shall submit an irrigation materials submittal for review and approval by the City. The submittal shall include a list of all materials and equipment they propose to use. If the Contractor propose to use materials or equipment other than those listed as approved, they shall submit in writing to the City a request to deviate from the approved list. Samples and product data of the materials or equipment shall accompany the request to assist the evaluation of the proposal.

## **SECTION 801 - LANDSCAPE AND IRRIGATION INSTALLATION**

**801-1 GENERAL.** To the "WHITEBOOK", ADD the following:

5. All plants outside the limit of work shall be protected in place.

6. Do not operate equipment, which generates fumes or excessive heat, within 20' of the trees to remain. Fumes and heat can damage trees.
7. The grade around existing trees to remain shall remain as existing to avoid disturbance of roots and avoid burying the roots under additional soil.
8. When excavation must be carried out under or near the dripline of a tree identified to be protected in place, the construction of improvements shall minimally damage the root zone by tunneling under roots 1.5-inches in diameter, or by root pruning as outlined in **Section 801-7.3, "Root Pruning for Sidewalk Replacement."** Depth of root pruning shall occur to the depth necessary to construction improvements. Exposed roots of trees shall be covered and shaded by moist burlap or canvas until backfill is placed.
9. Buried utilities and irrigation piping and equipment shall be located out of root zones wherever possible. In cases where irrigation piping or utilities must cross root zones, tunnels shall be utilized in lieu of trenches. Tunneling within the drip line of a tree to remain shall be done under the supervision of the City.
10. Trenching, excavation and soil disturbance within the drip line of vegetation to remain shall not be permitted except as specifically allowed by the City. It is the intent of the plans that the Contractor shall provide an alternate routing of irrigation, electrical and all trenching **to avoid cutting through roots of existing vegetation to remain.**
11. Upon completion of all work, remove tools, equipment, tree preservation materials and other measures from the site.
12. Repair all areas, structures and surfaces damaged and requiring repair resulting from tree preservation measures. Repair adjacent construction or surfaces soiled or damaged by tree preservation measures.

**ADD:**

**801-2.2.1.1 Weed Eradication.** Soil preparation and planting shall not be allowed until all weeds are removed from within the limits of planting areas as indicated on the plans.

The Contractor's labor shall possess demonstrated ability to identify the difference between desirable native species and invasive weeds.

Weed eradication for entire project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weed seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2" - 3"). A

post-emergent herbicide shall then be applied per Section 800-1.2.7 "Herbicides and Pesticides". Avoid contact of herbicide with the existing plants to remain.

All herbicides used shall be compatible with use in the vicinity of water and shall be applied in accordance with the label specifications by personnel holding a valid pesticide and herbicide applicator's license. Herbicide use shall be approved by the City prior to application.

Pulled weeds and debris shall be transported and disposed of properly offsite immediately using approved methods to prevent any seed dispersal on the site.

The eradication of exotic plant species is required prior to any planting. All exotic vegetation within the planting areas shall be removed. Herbicide shall be applied to weedy vegetation (e.g., giant reed (*Arundo donax*), tamarisk (*Tamarix* sp.), pampas grass (*Cortaderia jubata*), tree tobacco (*Nicotina glauca*), yellow star-thistle (*Centaurea melitnesis*), cocklebur (*Xanthium* sp.), castor bean (*Ricinus communis*), annual beardgrass, and Bermuda grass (*Cynodon dactylon*), etc.) within the project area. All weedy species should be cleared approximately two weeks following herbicide application.

The City shall inspect the site prior to planting and during revegetation. The planting of hydroseed shall be conducted on a weed free site.

Manual weed eradication shall continue during planting and during the plant establishment period and maintenance period; no herbicides shall be used following the initial weed eradication unless authorized by the City. Weed seedlings and sprouts shall be removed before attaining 12-inches in height and/or before producing seed.

All areas where weed removal creates bare areas in excess of 25 square feet shall be reseeded.

Weed eradication for shrub and groundcover areas (planted from flats). Three (3) to four (4) days after these plants have been installed; the Contractor shall apply the pre-emergent herbicide per manufacturer's specifications and instructions.

**801-2.2.2 Fertilizing and Conditioning Procedures.** To the "WHITEBOOK", Item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. Soil amendments materials shall be uniformly spread at the prescribed rates as recommended in the soil test results or as modified by the Landscape Architect based on the test results review.

The following rates and materials are provided for bidding purposes only, actual rates and materials may vary. The Contractor shall provide the following rates of soil conditioning and amendment materials.

A) Soil amendments for all planting areas 3:1 or less in steepness (except hydroseeded areas):

Soil conditioner	4 cu. Yds/1,000 sq. Ft.
Gypsum	120 lbs/1,000 sq. Ft.
Iron sulfate	10 lbs./1,000 sq. Ft.
Soil Sulphur	10 lbs./1,000 sq. Ft.

B) Post Planting Fertilizer Type:

Trees (per tree)	1/2 lbs./ 12-4-6
Shrubs, Vines (per 1000 sf)	6 lbs./ 12-4-6
Groundcover (per 1000 sf)	6 lbs./ 12-4-6

Item 6, DELETE in its entirety and SUBSTITUTE with the following:

6. All planting areas shall be fertilized in a uniform manner at the application rate identified in the soil analysis recommendations. Apply fertilizer with acceptable equipment and when plants/ planting areas are in dry condition, apply irrigation immediately after fertilizer application.

**801-2.2.2 Fertilizing and Conditioning Procedures,** To the "WHITEBOOK", ADD the following :

8. Post Planting Fertilizer:

The Contractor shall apply Post-Planting Fertilizer sixty (60) days after planting and once again at the end of the post-construction maintenance period.

**801-2.3 Finish Grading.** To the "WHITEBOOK", Item 1, ADD the following:

Finish grade shall insure positive drainage from the site. Surface drainage shall be away from all foundations and drop structures. The City shall approve the final grades and elevations before planting operations may begin.

**801-4.1 General.** To the "WHITEBOOK", ADD the following:

7. The Contractor shall be responsible for managing the site and performing planting, maintenance and corrective measures to the best advantage of the plant material to promote healthy growth, establishment and success of the plantings. This shall include providing for drainage, irrigation, repair of damaged features, correction of deleterious conditions, maintaining a proper soil moisture level, weeding, fertilization, protection, temporary measures to promote establishment and other reasonable maintenance and construction efforts needed to provide for the successful establishment of the plant materials during the entire contract period.

The Contractor shall not install planting as shown in the plans when it is obvious in the field that conditions exist which are detrimental to plant survival and growth. Such conditions shall be brought to the attention of the City. The successful establishment of the plantings during the entire contract period is the Contractor's responsibility.

Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the City. No planting shall be done in any areas until it has been satisfactorily prepared in accordance with these specifications. Soil moisture level prior to planting shall be no less than 75% of field capacity. The determination of adequate soil moisture for planting shall be the sole judgment of the City and his decision shall be final. The Contractor shall obtain approval from the Landscape Architect of planting pits before planting operations shall begin. If the soil moisture level is found to be insufficient for planting, all planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day than can be planted and watered on that day. All plants shall be planted and watered as herein specified immediately after the removal of the containers. Containers shall not be cut prior to placing the plants in the planting area.

8. Percolation Test: Prior to installing landscaping, Contractor shall perform percolation tests in representative areas of the site selected and approved by the City to verify acceptable amended soils drainage for planting areas.

Contractor shall provide a minimum of four percolation tests.

Percolation Tests shall be performed as follows:

- a) Dig a pit 2'x 2' x 2' deep. Contractor shall employ a system of measurement to track infiltration rates in the units of inches per hour, such as a marked stake at the center of the pit. Contractor shall clearly mark planting pit and provide a safety barrier or cover for safety.
- b) Pits shall be filled with 18" of water and allowed to completely drain.
- c) Pits shall then be filled with 12" of water and allowed to drain. The second fill must drain at a minimum rate of 0.5 inches per hour, for four hours.

The contractor shall be responsible for tracking infiltration rates with means necessary to report accurate infiltration rate in the specified units per pit.

- d) Report to the City the length of time that the water takes to completely drain from each pit and the observed infiltration rate.

If water does not drain at the minimum desired infiltration rate, the City will confer with the Landscape Architect to make a determination

whether additional drainage measures will be required, especially at tree plantings.

No plants shall be installed until percolation tests have been observed by the City and a determination made that no further drainage measures are required.

Planting shall not be performed if plant pits contain standing water, or if pits are over saturated to a condition which may result in an unhealthful condition for the plant. It is the Contractor's responsibility to provide a suitable growing condition for the plant material and to maintain that condition throughout the entire contract period.

9. Upon arrival at the construction site, the City's Landscape Inspector will inspect the plants for any damage that may have occurred in transit. Plants that have been damaged in transit may be rejected at no cost to the City in accordance with Section **800-1.4.1, "General"**.

**801-4.2 Protection and Storage.** To the "WHITEBOOK", ADD the following:

2. The Contractor's on-site plant storage area shall be approved by the City prior to the delivery of any plant materials.
3. All plants to remain on-site shall be watered as necessary during the entire construction contract to provide for plant health and survival. Watering shall be done under the direction of the City.

**801-4.6.1 Tree Staking.** To the "WHITEBOOK", Item 1, ADD the following:

All 15-gallon and 24" box size trees shall be double staked as outlined in City of San Diego Standard **Detail SDL-101**. Refer to **Section 800-1.5, "General"** of these Special Provisions for approved staking materials.

Installed tree ties exhibiting inadequate length and/or tree support as determined by the City will not be accepted.

Payment for tree staking shall be included in the Contract Price paid for "**Tree (5 Gallon)**", "**Tree (15 Gallon)**", and "**24" Box Trees**" and no separate payment will be allowed therefore.

**ADD:**

**801-4.10 Mulch.** Install a 3" minimum depth layer of bark mulch in all tree, shrub, and groundcover planting areas, excluding hydroseed areas unless otherwise indicated on the plans. Mulch shall be installed with a uniform depth. Taper the mulch to within 3" clear of the trunk of the plant. Mulch shall not be installed in planting areas where



there is hydroseed or where designated as turf, synthetic turf, decomposed granite, cobble, and/ or rock mulch.

Hydro-mulching shall occur where hydroseed locations are identified on the plans and shall occur only after weed abatement, soil preparation and final grading of the planting area. Hydro-mulch shall be applied by Method B as specified in Section **801-4.8.2, "Hydro-mulch"** shall be applied in a two-step application process with the slurry component rates identified on the plans. "Application Two" shall immediately follow "Application One." The second application shall be applied in the perpendicular direction to previous application. The two-step application process allows the seed mixture to be in close contact with the conditioned soil media.

All bare spots shall be re-seeded and/or mulched by the Contractor within seven days of the initial application or as needed.

The contract unit price paid for mulch shall be included in the various bid items for landscaping work and shall include full compensation for furnishing all labor, materials, tools, equipment, all incidentals necessary to provide a complete installation, and for doing all the work involved in supplying and installing bark mulch, complete-in-place, as shown on the plans, as specified in these Special Provisions and as directed by the City.

**801-5.1 General.** To the "WHITEBOOK", ADD the following:

2. Contractor shall check and verify the water pressure at point of connection (POC) prior to beginning of work. Notify City of any discrepancy between pressure indicated on plans and actual water pressure.

Contractor shall check and verify all site conditions, utilities, and services prior to trenching. Verify point of connection location prior to beginning of work.

Plans are diagrammatic and approximate. All piping, valve boxes, backflow preventers, etc., shall be located in planting areas if possible. No irrigation equipment except pipe crossings and electrical crossings shall be located in or under sidewalks and streets except where street crossings or trench rerouting is required to protect existing trees.

All irrigation equipment shall be installed, flushed out, and pressure test approved prior to plant installation.

**801-5.3.1 General.** To the "WHITEBOOK", ADD the following:

Trenches through paved areas shall be resurfaced in accordance with **Section 306-13, "Trench Resurfacing"**.

Concrete thrust blocks, minimum 1 cu. ft. with sufficient bearing area to resist the thrust of water, shall be constructed against undisturbed earth at all changes of direction exceeding 45 degrees for pressure mainline pipe larger than 2", thrust blocks shall be installed at gate valves, tees, elbows, crosses, and ends of pipe runs; or wherever the City deems one to be necessary. Thrust blocks are to be installed as per Standard Drawings **SDW-151**, sized for 4" pipe.

Contractor shall install sleeves where any waterline passes under paving or other surface improvements (curb ramps, sidewalk, curb and gutter, etc.). Sleeves shall extend 12" beyond each side of the improvement. The letter "W" for water shall be stamped or chiseled on the improvement directly above the sleeve. The sleeves shall be a minimum 21" below grade for water. Sleeves for water mainlines within vehicular paving shall be placed at 36" depth. Sleeves shall be Schedule 40 PVC, typical. The diameter of the sleeve shall be two (2) pipe sizes larger than the diameter of waterline within.

All pressure pipe shall have a continuous blue colored trench marker metallic tape placed nine inches (9") below finished grade directly above the buried pipe. (See Section **800-3.2.2.3, "Trench Marker Tape"** for material.)

Avoid installing pipe through existing and proposed tree locations to avoid conflict with root ball.

**801-5.4 Installation of Valves, Valve Boxes, and Special Equipment.** To the "WHITEBOOK", Item 6, ADD the following:

The Contractor shall rework the locking toggles of the concrete valve boxes by replacing the existing clevis pin and sheet metal clip with a cadmium-plated machine bolt and self-locking nut. Apply oil to lubricate and to prevent rust.

**801-5.5.1 General.** To the "WHITEBOOK", ADD the following:

2. Plans are diagrammatic and approximate. Precise location of quick coupling valves shall be field adjusted to meet minor variations in the plan.

**801-5.7.1 General.** To the "GREENBOOK", ADD the following:

Do not allow water from irrigation flushing to enter plant pits where water would result in over-saturation of soil creating an unhealthful condition for plant materials.

**801-6 MAINTENANCE AND PLANT ESTABLISHMENT.** To the "WHITEBOOK", ADD the following:

12. **Operations and Maintenance Manuals.** Prepare and deliver to the Resident Engineer within ten calendar days prior to completion of construction, two (2) three ring hard cover binders containing the following information:

Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.

Catalog and parts sheets on all material and equipment.

Contractor Guarantee statement.

Complete operating and maintenance instructions for all equipment.

In addition to the above-mentioned maintenance manuals, provide the maintenance personnel with instructions for maintaining equipment and show evidence of such instruction in writing to the Resident Engineer at the conclusion of the project.

Payment for operation and maintenance manuals shall be included in the lump sum price for "**Temporary Irrigation System**", and no additional compensation shall be allowed.

**801-9 PAYMENT.** To the "WHITEBOOK", paragraph 3, DELETE in its entirety and SUBSTITUTE with the following:

3. Payment for tree maintenance work (tree trimming, root pruning, root barrier) shall be included in the various Bid Items for landscaping work and no additional payment will be made.

**801-9 PAYMENT.** To the "WHITEBOOK", ADD the following:

4. Payment for temporary irrigation system shall be paid for at the Contract Unit Price per lump sum and included in the bid item for "**Temporary Irrigation System**". Work shall include all labor, materials, equipment, tools and incidentals necessary to complete the work including but not limited to; trench excavation, preparation of subgrade, placing and joining pipe, fittings, valves, quick couplers, pull boxes, thrust blocks, backfilling the trench, stabilizers for above ground portions of pipe, permanent resurfacing, pressure testing, installation of water meter and backflow device, connection to point of connection, removal or abandonment of temporary irrigation system as directed by the Resident Engineer, and all related work necessary to complete the work.

## **SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING**

**802-2.1 Project Biologist.** To the "WHITEBOOK", ADD the following:

5. You shall retain a qualified Project Biologist to perform biological monitoring Work for this Contract. You shall coordinate your activities and Schedule with the activities and schedules of the Project Biologist.

**802-2.3 Construction Fencing.** To the "WHITEBOOK", ADD the following:

2. Used materials may be installed provided the used materials conform to these special provisions. Materials for temporary fence (Type ESA) shall conform to the following:
  - a. High visibility fabric shall be machine produced mesh manufactured from polypropylene or polyethylene and shall be orange in color.

High visibility fabric may be virgin or recycled polymer materials, or a combination of virgin and recycled polymer materials. No virgin or recycled polymer materials shall contain biodegradable filler materials that degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet (UV) resistant. High visibility fabric shall be a minimum of 4 feet in width with a maximum mesh opening of 2 inches x 2 inches. High visibility fabric shall be furnished in one continuous width and shall not be spliced to conform to the specified width dimension.

- b. Posts for temporary fence (Type ESA) shall be of one of the following:
    - Posts shall be fir or pine, a minimum of 1-1/2 inches x 2 inches in size, and a minimum 5 foot, 3 inches in length. One end of the post shall be pointed. Posts shall not be treated with wood preservative.
    - Posts shall be steel and have a "U", "T", "L" or other cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 0.74 Lbs./ft. and a minimum length of 5 foot, 3 inches. One end of the steel post shall be pointed, and the other end shall have a high visibility colored top.
  - c. Fasteners for attaching high visibility fabric to the posts shall be as follows:
    - The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples, or as recommended by the manufacturer or supplier, as determined by the Engineer.
    - Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. Maximum spacing of tie wire or fasteners shall be 2 feet along the length of the steel post.
  - d. Temporary fence (Type ESA) shall be installed as follows:
    - Posts shall be driven into the soil a minimum of 1 foot, 4 inches. Posts shall be spaced at 6-foot, 7 inches centers minimum and shall at all times support the fence in a vertical upright position.
    - Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose the entire foliage canopy and not encroach upon visible roots of the plants.
    - Temporary fence (Type ESA) shall be located to be unobstructed from view, as determined by the Engineer.
3. When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed temporary fence

(Type ESA) shall become the property of the Contractor and shall be removed from the site of the work, except when reused as provided in this section.

4. Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in Section 7-9, "Protection and Restoration of Existing Improvements," of the Standard Specifications.
5. Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor the same day the damage occurred. Temporary gravel bags shall be measured and paid for by the linear foot.

**802-4 PAYMENT.** To the "WHITEBOOK", item 1, subsection "b", ADD the following:

- b. Payment for Temporary Fence (Type ESA) shall be included in the bid item for "**Construction Fencing and Access Route**" and shall include full compensation for labor, materials, equipment, installation of Temporary Fence (Type ESA) where designated by the Project Biologist, maintaining fence during the duration of construction, and removal of the fence once authorized by the City and the Project Biologist.

#### **SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)**

**1001-1 GENERAL.** To the "WHITEBOOK", ADD the following:

7. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP**.

**1001-2.10 BMP Inspection, Maintenance, and Repair.** To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix M - SWPPP Construction BMP Maintenance Log**.

**1001-3.7 Payment.** To the "WHITEBOOK", item 3, subsection "g", DELETE in its entirety and SUBSTITUTE with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.

**ADD:**

**1001-6 CALIFORNIA WATER QUALITY CONTROL BOARD WASTE DISCHARGE REQUIREMENTS.** Contractor shall comply with the waste discharge requirements, receiving water limitations, discharge prohibitions, and construction best management practices set forth in **Appendix P - Regional Water Quality Control Board Orders R9-2021-0168 and R9-2021-0169**, hereafter referred to as Orders.

Contractor shall, prior to the start of Construction, and annually thereafter until construction is completed, educate all personnel on the requirements in the Orders of the Regional Water Quality Control Board, including pollution prevention measures, spill response, and BMP implementation and maintenance.

Contractor shall clearly define limits of Project disturbance to waters of the State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.

Contractor shall retain records of monitoring as set forth in the Orders.

Compliance with the Orders shall be included in the Contract Price, and no additional payment shall be made therefore.

The City shall pay all application and permit fees and obtain the permits at no cost to the Contractor.

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**SUPPLEMENTARY SPECIAL PROVISIONS**  
**APPENDICES**

**APPENDIX A**

**MITIGATED NEGATIVE DECLARATION & CEQA GUIDELINES SECTION 15183  
CONSISTENCY DETERMINATION**





THE CITY OF SAN DIEGO

## MITIGATED NEGATIVE DECLARATION

Project No. 517439  
SCH No.: 2020060453

**SUBJECT: MAPLE CANYON RESTORATION PROJECT**

Capital Improvement Project to replace 16 storm drain systems throughout Bankers Hill that outfall into Maple Canyon and construct 1 new storm drain system within Maple Street between State Street and the downstream end of Maple Canyon. Storm Drain sizes vary between 18 to 48-inches. Project work will also include storm drain inlets, cleanouts, energy dissipators, trench resurfacing, pavement resurfacing, curb ramps, sidewalk, curb and gutter, signing and striping, retaining wall, street repair, trail improvements, and revegetation. Replacement and extension shall result in approximately 4,166 linear feet of Reinforced Concrete Pipe (RCP) installation. In addition, retaining walls, curb ramps, street resurfacing, salvage and replacement of guard rails and streetlights where needed, traffic control, including pedestrian controls into the canyon and best management practices (BMPs), would be included as part of the project scope. The project site is located within a natural canyon near Maple Street in the Uptown Community Plan Area and City Council District 3. Applicant: City of San Diego Engineering and Capital Projects Department.

**I. PROJECT DESCRIPTION:**

See attached Initial Study.

**II. ENVIRONMENTAL SETTING:**

See attached Initial Study.

**III. DETERMINATION:**

The City of San Diego conducted an Initial Study which determined that the proposed project could have a significant environmental effect in the following areas(s): **Biological Resources**. 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 (MMRP):**

**A. GENERAL REQUIREMENTS**

**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:

<https://www.sandiego.gov/development-services/forms-publications/design-guidelines-templates>

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.

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

**6. PRE-CONSTRUCTION MEETING IS REQUIRED 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 Biologist***

**Note:**

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

CONTACT INFORMATION:

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

**7. MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) #517439 and /or Environmental Document # 517439, 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.**

**8. 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.

***United States Army Corps of Engineers 404 Authorization  
Regional Water Quality Control Board 401 Certification  
California Fish and Wildlife Section 1600 Permit***

**9. MONITORING EXHIBITS**

All consultants are required to submit a monitoring exhibit to RE and MMC. The monitoring exhibit shall be 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.

**10. 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:

<b>DOCUMENT SUBMITTAL/INSPECTION CHECKLIST</b>		
<b>Issue Area</b>	<b>Document Submittal</b>	<b>Associated Inspection/Approvals/Notes</b>
General	Consultant Qualification Letters	Prior to Preconstruction Meeting

General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Biology	Biologist Limit of Work Verification	Limit of Work Inspection
Biology	Biology Reports	Biology/Habitat Restoration Inspection
Final Approval	Request for Final Approval	1 week after request

**B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS**

**BIOLOGICAL RESOURCES**

**Prior to Construction** Prior to the start of construction, the owner/permittee shall demonstrate to the satisfaction of MMC that the following mitigation measures have been satisfied:

**BIO-1: Direct Impacts to Sensitive Vegetation Communities** To mitigate for direct impacts to sensitive vegetation communities, the following mitigation would be required based on the City's mitigation ratios (City of San Diego 2018).

Vegetation Community	Impacts (acres)	Ratios	Mitigation Required (acres)	Proposed Mitigation (acres)
<b>Uplands</b>				
Diegan Coastal Sage Scrub	0.09	1 :1 (impact outside MHPA, mitigation inside MHPA)	0.09	0.09
Nonnative Grassland	1.33	0.5:1 (impact outside MHPA, mitigation inside)	0.67	0.67
Eucalyptus	1.90	n/a	n/a	n/a
Disturbed Habitat	0.53	n/a	n/a	n/a
Ornamental	0.64	n/a	n/a	n/a
Urban/ Developed	1.37	n/a	n/a	n/a
Total	5.86	n/a	0.76	0.76

Purchase of 0.76 acres of mitigation credits in the City of San Diego Habitat Acquisition Fund (HAF). Mitigation would occur within the MHPA. Payment to the HAF would be collected during discretionary approval as a project fee.

**BIO-2: Biologist Verification** The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego's Biological Guidelines (2018), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.

**BIO-3: Preconstruction Meeting** - The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.

1. **Biological Documents** - The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.
2. **BCME** -The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.

**BIO-4: Avian Protection Requirements** - To avoid any direct impacts to any species identified as a listed, candidate, sensitive, or special status species in the MSCP, including, but not limited to Cooper's Hawk, removal of habitat that supports active nests in the proposed area of disturbance should occur outside of the breeding season for these species (February 1 to September 15). If removal of habitat in the proposed area of disturbance must occur during the breeding season, the Qualified Biologist shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance. The pre-construction survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation).

The applicant shall submit the results of the pre-construction survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section and Biologist shall verify and approve that all measures identified in the report or mitigation plan are in place prior to and/or during construction.

**BIO-5: Resource Delineation** - Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.

**BIO-6: Education** - Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site

educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

## II. During Construction

**BIO-5: Monitoring-** All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. Biological monitoring will occur within designated areas during critical times such as vegetation removal, the installation of best management practices (BMPs), and fencing to protect native species, and to ensure that all avoidance and minimization measures are properly constructed and followed.

The Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1<sup>st</sup> day of monitoring, the 1<sup>st</sup> week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.

**BIO-6: Subsequent Resource Identification** - The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc.). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

## III. Post Construction Measures

**BIO - 7:** In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

## VI. PUBLIC REVIEW DISTRIBUTION:

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

### Federal Government

U.S. Army Corps of Engineers  
U.S. Environmental Protection Agency  
U.S. Fish & Wildlife Service

### State of California

State Clearinghouse  
California Department of Fish and Wildlife

City of San Diego

Mayor's Office

Councilmember Ward - District 3

City Attorney's Office

Development Services Department

Jamie Kennedy, EAS

Philip Lizzi, Planning

Cat Rom, Project Management

Hoss Florezabihi, Engineering

Jacobe Washburn, Geology

Sam Johnson, MMC

Engineering and Capital Projects Department

Elham Lotfi

Sean Paver

Planning Department

Soheil Nakhshab, Chair, Uptown Planning Group

Michael Prinz, Community Planner

Facilities Financing, Tom Tomlinson

Scott Sandel

Other Interested Parties:

Sierra Club

San Diego Audubon Society

Mr. Jim Peugh

California Native Plant Society

Endangered Habitats League

Wetland Advisory Board

Laura Black

Don Liddell

John Lamb

Eric Bowlby

Jim Moxham

Bruce Coons, Save Our Heritage Organisation

Sarai Johnson, Johnson & Johnson Architecture

Amie Hays and Nancy Moors, Chair & Vice Chair Bankers Hill Community Group

Ann Garwood

John Percy

Lisa Steinhoff

**VII. RESULTS OF PUBLIC REVIEW:**

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

- ( x ) 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 may be reviewed online at [www.sandiego.gov/ceqa](http://www.sandiego.gov/ceqa), or purchased for the cost of reproduction.



Jamie Kennedy  
Senior Planner  
Development Services Department

June 24, 2020

Date of Draft Report

December 3, 2020

Date of Final Report

Analyst: Jamie Kennedy

Attachments:

- Initial Study Checklist
- Figure 1: Regional Location Map
- Figure 2: Proposed Project Vicinity
- Figure 3a-c: Vegetation and Sensitive Resource Impacts



Comment Letter 1



Save Our Heritage Organisation  
Protecting San Diego's architectural and cultural heritage since 1969

Tuesday, July 21, 2020

Jamie Kennedy  
City of San Diego, Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101

Re: Maple Canyon Restoration, Mitigated Negative Declaration, Project No. 517439

Ms. Kennedy,

1

Save Our Heritage Organisation (SOHO) has reviewed the draft Mitigated Negative Declaration (MND) and associated documents for the Maple Canyon Restoration project (No. 517439) and finds there could be impacts to the historic cultural landscape of Maple Canyon, specifically areas documented as associated with Kate Sessions. By identifying and documenting the potential trees that contribute to this cultural landscape and Kate Sessions Multiple Property Listing (MPL), identified within the Uptown Community Plan Update, any impacts can likely be mitigated and the project can proceed without a full Environmental Impact Report be prepared.

2

There is a variety of documentation in survey forms, biographies, and archives of Kate Sessions that explain she was hired by the City of San Diego in 1910 to plant Maple Canyon, specifically to address erosion. It is also documented that she planted Palm, Eucalyptus, Fig, Citrus, Magnolias, shrubs, and vegetables here and some still survive today. Areas where Sessions' intent on the cultural landscape can still be seen are at the trailheads, in the large Queen Palms, as well as on the boundaries, and in her specific plant palette. Attached is some documentation of her design, but more investigation must be done to identify, evaluate and possibly mitigate any impact to this cultural landscape. Specifically, any remaining trees from Kate's planting of Maple Canyon must be identified and, if removed, should be replaced with two of the same. Last, the Uptown Community Plan Update identifies a Multiple Property Listing (MPL) related to Kate Sessions; Maple Canyon and its Heritage Trees should be identified and documented as part of this project, and also included when this MPL is brought forward for designation.

Thank you for the opportunity to comment,

Bruce Coons  
Executive Director  
Save Our Heritage Organisation

Responses

1-1) The Uptown Community Plan lists resources associated with Kate Sessions to be included in a Multiple Property Listing (MPL) as identified in the Uptown Historic Reconnaissance survey. These areas are listed in Table 10-5 of the Uptown Community Plan and described in detail in the Uptown Community Plan Area Historic Resources Survey Report (November 2016).

The Kate Olivia Sessions Multiple Property Listing is a grouping of four geographic areas located throughout the Uptown survey area. Sixth Avenue/Balboa Park Urban Edge includes Paired Queen Palm plantings, ca. 1900, on both sides of Sixth Avenue from Upas to Elm Streets. Lark Street includes Queen Palms, in double row of triangulated planting. The Kate Sessions Mission Hills Nursery Site and the Kate Sessions Balboa Park Nursery Site would be commemorative designations only. These four sites are located outside of the project area and would remain intact. See Figure RTC-1, "Potential Resources Within the Proposed Kate Olivia Sessions Multiple Property Listing" with the location of the proposed project to show how no impact would occur to the MPL.

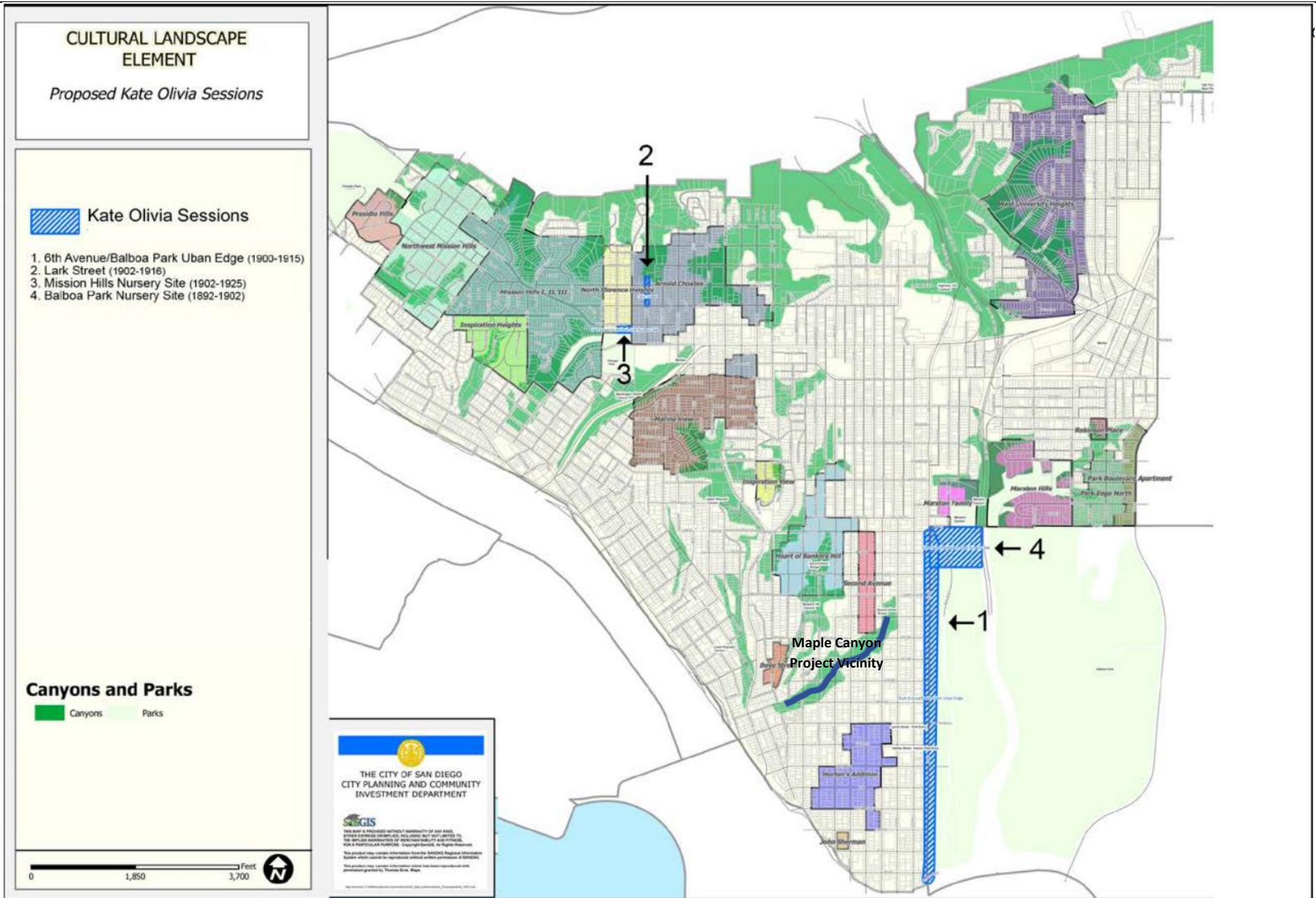


Figure RTC-1: Proposed Kate Olivia Sessions MPL and Maple Canyon Storm Drain Project Vicinity

**Comment Letter 1**

**Responses**

State of California - The Resource Agency  
 DEPARTMENT OF PARKS AND RECREATION  
 HISTORIC RESOURCES INVENTORY

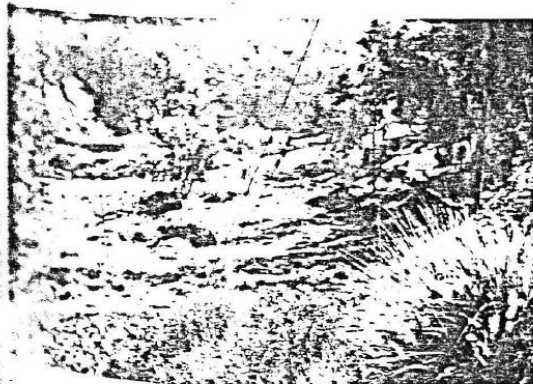
HABS _____		HAER _____		Ser. No. _____	
UTM: A _____		B _____		SHL _____	
C _____		D _____		Loc _____	

1000  
 IDENTIFICATION:  
 1. COMMON NAME:.....Maple Canyon.....  
 2. HISTORIC NAME:.....Maple Street Canyon.....  
 3. ADDRESS: 300 Spruce St. & 3100 N. 4th Ave. SW to 500 W. Maple and 2500 W. Union. CITY: San Diego ZIP: 92103....  
 COUNTY: San Diego 5. PRESENT OWNER: City of San Diego.  
 ADDRESS: ..300 "C" St.....CITY:..San Diego.....  
 ZIP: 92101. OWNERSHIP IS: PUBLIC; X. PRIVATE;  
 6. PRESENT USE:.....Open Space.....  
 ORIGINAL USE:.....Natural Feature.....

DESCRIPTION:  
 7A: ARCHITECTURAL STYLE:.....  
 7B: BRIEFLY DESCRIBE THE PRESENT PHYSICAL DESCRIPTION OF STRUCTURE AND DESCRIBE ANY MAJOR ALTERATIONS FROM ITS ORIGINAL CONDITION.

One-half of Maple Canyon, the area noted here, has been left relatively undeveloped except for a few residences at its Northeastern end. The canyon contains many kinds of trees, including palm eucalyptus, fig, magnolia and citrus. Laurel sumac is a predominant shrub. There are also many vegetables.

2



5. PLANTING DATE:  
 EST: ..1910.....  
 9. ARCHITECT:  
 .....  
 10. BUILDER:.....  
 .....  
 11. APPROX. PROP. SIZE (FT):  
 FRONT: ..DEPTH: ..  
 OR APPROX. ACREAGE:  
 .....  
 12. DATE(S) OF PHOTO(S):  
 .....1982.....

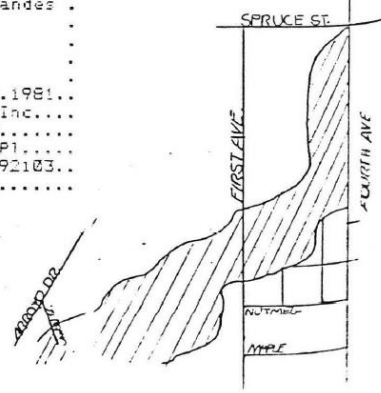
1-2) The City has consulted with Historical Resources staff and referenced all known survey forms and archives of Kate Sessions including the Uptown Community Plan Area Historic Resources Survey Report MPL related to Kate Sessions (Appendix E) discussed above, as well as the Cultural Landscape Report (Appendix F). Neither appendix references Maple Canyon as a potentially significant cultural landscape associated with Sessions.

The City also referenced the Cultural Resources Survey of the Presidio Hills, Mission Hills, and Bankers Hill Areas of San Diego, California by Dr. Ray Brandes (1981). The survey includes the survey form on Maple Canyon attached to this comment letter. The form says the original use of the canyon is a "natural feature." At the time of survey, 1980-81, the "present physical description" of the canyon was, "The canyon contains many kinds of trees, including palm, eucalyptus, fig, magnolia, and citrus. Laurel sumac is a predominant shrub. There are also many vegetables." The report states that "Kate Sessions, who planted Balboa Park, also planted Maple Canyon to beautify the city and to help prevent erosion." No specific plant palate was associated with Sessions' original planting, nor was the planting described as a landscape in the survey. Alterations to the site include "domesticated plants." Because of documented alterations, and because the original species were not mapped or identified, the original list of species planted cannot be determined.

**Comment Letter 1**

13. CONDITION: EXCELL. X. GOOD... FAIR... DETERIORATED.....  
 NO LONGER IN EXISTENCE.....  
 14. ALTERATIONS:.....Domesticated Plants.....  
 15. SURROUNDINGS: (CHK MORE THAN ONE IF NECESSARY)  
 OPEN LAND... SCATTERED BLDGS... DENSELY BUILT-UP... X.....  
 RESID... X. INDUST... COM'... OTHER.....  
 16. THREAT TO SITE: NONE KNOWN... ENV. DEVEL. X. ZONING.....  
 VANDALISM... PUBLIC WORK PROJECT... OTHER.....  
 17. IS STRUCT. ON ITS ORIG SITE? X. MOVED?... UNKNOWN?.....  
 18. RELATED FEATURES:.....  
 SIGNIFICANCE  
 19. BRIEFLY STATE HISTORICAL AND/OR ARCHITECTURAL IMPORTANCE  
 (INCLUDE DATES, EVENTS, AND PERSON ASSOC. WITH THE SITE.)  
 Kate Sessions, who planted Balboa Park, also planted Maple  
 Canyon to beautify the city and to help prevent erosion.  
 The canyon continues to enhance the city's environment.

20. MAIN THEME OF THE HISTORIC NATIONAL SKETCH MAP  
 RESOURCE: (IF MORE THAN ONE, DRAW AND LABEL SITE AND  
 IS CHKD, NUMBER IN ORDER OF SURROUNDING STREETS,  
 IMPORTANCE.) ROADS, AND PROMINENT  
 ARCHITECT... ARTS & LEISURE... LANDMARKS:  
 ECONOMIC/INDUSTRIAL.....  
 EXPLORATION/SETTLEMENT...  
 GOVT... MILITARY... RELIG...  
 SOCIAL/EDUCATION... 2.....  
 21. SOURCES (LIST BOOKS, DOCUMENTS,  
 PERSONAL INTERVIEWS, AND  
 THEIR DATES).  
 Interview with Dr. Ray Brandes  
 22. DATE FORM PREPARED, Dec. 1981..  
 BY (NAME).. CompUShare, Inc....  
 ORGANIZATION... of Calif.....  
 ADDRESS... 2725 Parsons Pl.....  
 CITY, San Diego... ZIP, 92103..  
 PHONE... (714) 296-8619.....



**Responses**

Per the Biological Technical Report (BTR) and Addendum (Appendices C and D of this MND), select eucalyptus may have to be removed to protect the site from erosion. Characteristics in eucalyptus leaves limit the ability of other species to grow nearby. Pages 7 and 11 and photos 1.10-1.14 of the Maple Canyon BTR illustrate that storms in 2018-19 have damaged and toppled eucalyptus trees.

One queen palm in the right of way, outside of the MPL listing areas, will be impacted. No figs, magnolias, or citrus were mapped in the project area per Appendix B of the BTR. The proposed revegetation mix includes 25-30 laurel sumac plants per acre, the predominant shrub that was present in the 1981 survey.

Revegetation must comply with the San Diego Land Development Code, Landscape Standards 4.1-1.02, which requires that areas contiguous to existing native vegetation shall be planted with native materials exclusively. Ninety-eight trees, California Sycamore and Coast Live Oak, are native and planned in the revegetation area. The revegetation plan for Maple Canyon will comply with City standards, maintain public safety, as well as improve erosion control and the canyon's aesthetics.

**Comment Letter 2**



Friday, July 24, 2020

Jamie Kennedy  
City of San Diego  
1222 First Avenue, MS-501  
San Diego, CA 92101

RE: Comments for Maple Canyon Restoration, Mitigated Negative Declaration, Project No. 517439

Ms. Kennedy,

1 The Maple Canyon Restoration project is a much appreciated project, to stabilize the canyon, and manage natural erosion. Our home and architectural firm were located nearby for many decades. Enjoying the natural topography and open space of Maple Canyon are still an important part of our lifestyle.

After reviewing the Mitigated Negative Declaration (MND) documents and reports, I am concerned that the Kate Sessions plantings and Waldo Waterman's historic flight are not identified and evaluated in the MND and reports.

2 Kate Sessions was hired by the common council, circa 1910, to plant Maple Canyon for beautification and erosion control. So many of her plantings have been removed in recent years. It seems important to identify the Kate Sessions planting locations from the past, current and include a plan for propagating the historic stock and replanting. The report should include identification based on aerial photography, physical evidence of stumps and a plan to replant two new plants for every one of the Kate Sessions plantings that are lost or need to be removed for this project. Special attention should be made to replace all boundary trees that were planted by Kate Sessions, at the entrances of the Maple Canyon. Kate Sessions chose plants that would support wildlife throughout the seasons and any plantings, whether replacements or new plantings, should be mindful of this tradition.

3 There are at least two sources of information about what Kate Sessions planted, one is the Bankers Hill/Presidio/Uptown Survey, published in 1982, by the City of San Diego Planning Department. Specifically, the Maple Canyon DPR forms list some of the Kate Sessions plantings that remained at the time of the survey. A second resource is a plant pallet, compiled by Chauncy Jarabek, published in the Journal of San Diego History, at the San Diego History Center. While the Jarabek plant list does not single out the Maple Canyon plantings, it will be helpful in identifying plants when looking at historic aerials. The consultant to identify, evaluate and monitor should be a qualified professional per SOI.

4 Waldo Waterman's historic flight, or should we say swooping glide, from the south rim of Maple Canyon was a historic event on July 1, 1909. Any new plantings should replicate the open space and scenic vista that prompted Waldo Waterman to choose the site.

**Responses**

2-1) Comment noted. The City understands the comment is an introduction to issues detailed further in the letter.

2-2) Please see response 1-2).

2-3) City staff explored the Bankers Hill/Presidio/Uptown Survey (see response 1-2) and the Journal of San Diego History. The only plant list found for Chauncy Jarabek was "A Plant Tour of Presidio Park," which has no association with Kate Sessions or with Maple Canyon.

2-4) Waldo Dean Waterman was born in San Diego on June 16, 1894. On July 1, 1909, at the age of 15, Waterman became the first person in the City of San Diego to fly a fixed wing aircraft. The flight was located at the northerly terminus of Albatross Street north of Maple Street, which is now Waldo Dean Waterman Park. The Waldo D. Waterman Monument is listed as San Diego Historical Resources Board (HRB) Site #106.

City staff has reviewed all material available regarding the appearance of the canyon at the time of Waterman's flight. Staff found a letter from Mr. Waterman to Mr. James Moss of the Serra Museum dated April 16, 1975, reading "Enclosed is some material on the Waterman monument at Albatross and Maple Streets...It is hoped with this in hand that the S.D. Historical Society can now take the initiative in having this spot designated as an historical landmark." The attachment that Waterman provides states, "As in all of our canyon areas planting of trees and shrubs have greatly changed their bald and barren appearance of 1909."

**Comment Letter 2**

5

The removal of any remaining Kate Sessions plantings will be a loss of integrity, and have potential adverse impacts, for this important Cultural and Historic Landscape. To prevent a loss of integrity, reports and plans should be based on the Secretary of Interior Standards, Guidelines for the Treatment of Cultural Landscapes, and Preservation Brief #36 Protecting Cultural Landscapes published by the U.S. Department of the Interior. A loss of integrity would impede historic designation of Maple Canyon and historic designation of a Kate Session Thematic District, of which Maple Canyon would be a contributor.

Respectfully yours,



Sarai Johnson  
Historian  
Johnson & Johnson Architecture  
SaraiJohnson@mac.com  
619-347-0379

**Responses**

The project proposes replacing select Eucalyptus trees, which were not present during Waterman's flight. Revegetation of all disturbed areas is required and regulated by the San Diego Land Development Code section 142.0403, General Planting and Irrigation Requirements, and the Landscape Standards in the Land Development Manual.

The historical monument, HRB #106, will not be impacted by the project. The project area is located south and west of the monument, which is located along a developed sidewalk at Waldo Dean Waterman Park. The project would not cause a substantive adverse change to the significance of local Historical Resources Board Site #106 pursuant to section 15064.5 of the CEQA Guidelines. No impact would occur to historical resources, and no mitigation would be required.

2-5) Please see response 1-2).

### Comment Letter 3

**From:** [Nancy Moors](#)  
**To:** [DSD EAS](#); [Kennedy, Jamie](#)  
**Cc:** [Ann Garwood](#)  
**Subject:** [EXTERNAL] Comments for Maple Canyon Restoration, Mitigated Negative Declaration, Project No. 517439  
**Date:** Friday, July 24, 2020 1:39:08 PM

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

Hello Ms. Kennedy...

1 My wife, Ann Garwood and I live on the northern edge of Maple Canyon. We enjoy its beauty every day. Most days we walk the canyon trail, many times inviting friends and family to join us. First timers are always amazed at the presence of this unique urban canyon located just a short mile from bustling downtown San Diego,

I attend the Bankers Hill Community Group meetings where I've listened to presentations by Canyonlands, City staff and Rick Engineering. It was only recently that we've learned of the importance of the contributions of Kate Sessions in Maple Canyon. Imagine that, the Mother of Balboa Park planted trees and other vegetation that we are so fortunate to admire every day.

I'm writing today to comment on the restoration project (#517439) planned for Maple Canyon and it's impact on the canyon and our sense of place.

My understanding is that any negative effects of the project may not be mitigated in Maple Canyon but that could happen somewhere else in the city. As the peoples advocate Michael Turko used to say..."that ain't right!". If this project has a negative affect in Maple Canyon, the city needs to make it right in Maple Canyon.

2 I also understand that Kate Sessions plantings are not being identified in order to save them from being disturbed or even worse removed. As a "restoration" project it seems reasonable that the canyon be restored which includes honoring the plantings of the world renown botanist and horticulturist Kate Sessions. I request that the restoration be conducted in adherence to the Secretary of Interior Standards. This will also benefit future plans for historic designation of Maple Canyon and historic designation of a Kate Sessions Thematic District of which Maple Canyon would be a contributor.

Hopefully, the people reading this email will have walked the trails of Maple Canyon and understand why residents, property owners and all who visit the canyon are so passionate about its preservation.

Thank you for your consideration.

Nancy Moors  
3065 Third Avenue #3  
San Diego, CA 92103

### Responses

- 3-1) Comment noted. The City understands the comment is an introduction to issues detailed further in the letter.
- 3-2) Please see response 1-2).

## Comment Letter 4

**From:** [annm.garwood@gmail.com](mailto:annm.garwood@gmail.com)  
**To:** [DSD EAS; Kennedy, Jamie](#)  
**Cc:** [Nancy Moors](#)  
**Subject:** [EXTERNAL] Comments for Maple Canyon Restoration, Mitigated Negative Declaration, Project No. 517439  
**Date:** Friday, July 24, 2020 3:05:11 PM

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

Aloha, Ms Kennedy,  
I would ask that you please reread Nancy's email (below).

Please. It will take less than one minute.

—////

1 Every urban canyon in San Diego is special. Maple Canyon is so much more than just "special" for so many reasons. I hope you've had the opportunity share it's tranquility. It is indeed an urban oasis surrounded by some of the city's most dense populations.

Nancy and I first contacted the city in 2015 regarding the collapsing drainage pipe from Fourth Avenue, at Redwood. We look forward to fixing the problem, but not at the detriment of the canyon's beauty.

Ann Garwood  
3065 Third Avenue #3  
San Diego, CA 92103

Sent from my iPhone

On Jul 24, 2020, at 10:39 AM, Nancy Moors <[Nancy.MoorsSD@gmail.com](mailto:Nancy.MoorsSD@gmail.com)> wrote:

Hello Ms. Kennedy...

My wife, Ann Garwood and I live on the northern edge of Maple Canyon. We enjoy its beauty every day. Most days we walk the canyon trail, many times inviting friends and family to join us. First timers are always amazed at the presence of this unique urban canyon located just a short mile from bustling downtown San Diego.

I attend the Bankers Hill Community Group meetings where I've listened to presentations by Canyonlands, City staff and Rick Engineering. It was only recently that we've learned of the importance of the contributions of Kate Sessions in Maple Canyon. Imagine that, the Mother of Balboa Park planted trees and other vegetation that we are so fortunate to admire every day.

I'm writing today to comment on the restoration project (#517439) planned for

## Responses

4-1) Comment noted. The City understands the comment replies to and supports the issues detailed in Comment Letter 3 from Ms. Moors. Please see response 1-2).



**Comment Letter 5**



July 24, 2020

Jamie Kennedy  
City of San Diego  
1222 First Avenue, MS-501 San Diego, CA 92101

RE: Comments for Maple Canyon Restoration, Mitigated Negative Declaration, Project No. 517439

Ms. Kennedy,

1  
Maple Canyon is one of San Diego's magical patchworks of urban canyons that people from San Diego and around the world enjoy every day. Residents and property owners in Bankers Hill are fortunate to have Maple Canyon in our backyard.

The last comments submitted by the Bankers Hill Community Group (BHCG) in late 2019 supported the Maple Canyon Restoration project. Our organization continues to support the project.

2  
Since the November presentation, we have learned of the significance of Kate Sessions and her work in Maple Canyon. No mention was made of Kate Sessions' contributions to the project area at that time.

The removal of any remaining Kate Sessions plantings will be a loss of integrity, and have potential adverse impacts, for this important Cultural and Historic Landscape. To prevent a loss of integrity, reports and plans should be based on the Secretary of Interior Standards, Guidelines for the Treatment of Cultural Landscapes, and Preservation Brief #36 Protecting Cultural Landscapes published by the U.S. Department of the Interior. A loss of integrity would impede historic designation of Maple Canyon and historic designation of a Kate Session Thematic District, of which Maple Canyon would be a contributor.

**Responses**

- 5-1) Comment noted. The City understands the comment is an introduction to issues detailed further in the letter.
- 5-2) Please see response 1-2). No specific plant palate was associated with Sessions' planting of Maple Canyon. Sessions' planting was not described as a landscape in the 1981 survey. No cultural landscape report would be required.

**Comment Letter 5**

2

The BHCG requests that a Cultural Landscape Report be conducted to aid in the restoration of plant life in the canyon affected by the project and that the City follow the Secretary of Interior Standards during the process. In addition, we request that any mitigation of negative affects be in Maple Canyon.

The BHCG looks forward to hosting a presentation by City staff and Estrada Land Planning as the project continues to move forward.

Sincerely,

Amie Hayes and Nancy Moors

Chair and Vice Chair — Bankers Hill Community Group

## Comment Letter 6

**From:** John Percy <percyjh@gmail.com>  
**Sent:** Friday, July 24, 2020 2:52 PM  
**To:** DSD EAS  
**Subject:** [EXTERNAL] Maple Canyon

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

1 I fully support the comments made by Nancy Moors in the letter below. Please make sure this valuable natural and community resource is treated with the respect and care that it needs and deserves. Anything less would be shameful. Thank you.

John Percy

Hello Ms. Kennedy...

My wife, Ann Garwood and I live on the northern edge of Maple Canyon. We enjoy its beauty every day. Most days we walk the canyon trail, many times inviting friends and family to join us. First timers are always amazed at the presence of this unique urban canyon located just a short mile from bustling downtown San Diego,

I attend the Bankers Hill Community Group meetings where I've listened to presentations by Canyonlands, City staff and Rick Engineering. It was only recently that we've learned of the importance of the contributions of Kate Sessions in Maple Canyon. Imagine that, the Mother of Balboa Park planted trees and other vegetation that we are so fortunate to admire every day.

I'm writing today to comment on the restoration project (#517439) planned for Maple Canyon and it's impact on the canyon and our sense of place.

My understanding is that any negative effects of the project may not be mitigated in Maple Canyon but that could happen somewhere else in the city. As the peoples advocate Michael Turko used to say..."that ain't right!". If this project has a negative affect in Maple Canyon, the city needs to make it right in Maple Canyon.

I also understand that Kate Sessions plantings are not being identified in order to save them from being disturbed or even worse removed. As a "restoration" project it seems reasonable that the canyon be restored which includes honoring the plantings of the world renown botanist and horticulturist Kate Sessions. I request that the restoration be conducted in adherence to the Secretary of Interior Standards. This will also benefit future plans for historic designation of Maple Canyon and historic designation of a Kate Sessions Thematic District of which Maple Canyon would be a contributor.

Hopefully, the people reading this email will have walked the trails of Maple Canyon and understand why residents, property owners and all who visit the canyon are so passionate about its preservation.

Thank you for your consideration.

## Responses

6-1) Comment noted. The City understands the comment replies to and supports the issues detailed in Comment Letter 3 from Ms. Moors. Please see response 1-2).

### Comment Letter 7

**From:** Lisa Steinhoff <lisa@hillcrestoptical.com>  
**Sent:** Friday, July 24, 2020 4:48 PM  
**To:** DSD EAS  
**Subject:** [EXTERNAL] Maple Canyon Restoration Project

**\*\*This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.\*\***

1

I am a long time resident & business owner in the Bankers Hill community of San Diego. I understand the restoration project to replace water drainage pipes will be extensive and displace many of the established plants & trees some of which were planted by Ellen Scripps Browning the Mother of Balboa Park. I request Maple Canyon to be restored after the work is complete. I request that the restoration be conducted in adherence to the Secretary of Interior Standards. Many people in our local neighborhoods and all around San Diego come to hike the trail and enjoy this gem of San Diego. Please preserve our treasured Maple Canyon Trails

Thank you

*Lisa Steinhoff*

**Hillcrest Optical**  
**420 Thorn St**  
**San Diego, Ca 92103**  
**619-298-3586**  
**[www.hillcrestoptical.com](http://www.hillcrestoptical.com)**

### Responses

7-1) There is no association known between Ms. Scripps Browning and Maple Canyon. Please see response 1-2) regarding the documentation associated with Ms. Sessions.

## Comment Letter 8



# San Diego Canyonlands

◆ 5106 Federal Blvd. #205, San Diego, CA 92105 ◆ 619-546-7707 ◆  
◆www.sdcanyonlands.org◆

July 24, 2020

**Jamie Kennedy**  
City of San Diego Development Services Center  
1222 First Avenue, MS 501  
San Diego, CA 92101  
DSDEAS@sandiego.gov

Re: Comment Letter on Maple Canyon Restoration Draft MND, Project # 517439  
Uptown Community Plan Area, Council District 3

Dear Jamie Kennedy,

As a partner with the City of San Diego (City) in multi-year restoration planning efforts for the highly degraded Maple Canyon, San Diego Canyonlands (SDCL) has a particular interest in seeing Maple Canyon restoration undertaken with the highest standards possible and in a manner that adequately represents the interests of local neighbors and the broader community of San Diego. SDCL greatly appreciates the integrated approach to development planning the City has taken in linking infrastructure upgrades to follow on streambed rehabilitation. In particular, we are encouraged that design and permitting are currently underway for streambed rehabilitation that are in line with procedures developed specifically for this project in the *Maple Canyon Stream Rehabilitation and Restoration Design Alternatives*, a planning document produced in partnership with the City, SDCL, and the California State Coastal Conservancy (SCC). The SCC is closely observing progress on Maple Canyon restoration to see the effects of this planning work for which they provided funding support with the understanding that sustainable streambed restoration in this location would provide proof-of-concept for this SDCL-proposed approach in similar conditions throughout the region. The SCC is copied to the email submission of this comment letter.

SDCL also appreciates the willingness of Storm Water Division authorities to continue working with us to address community concerns about the Maple Canyon Draft MND. We have had in-depth and productive conversations with the Interim Director of Transportation & Storm Water Department, Andrew Kleis, and Interim Deputy Director of Storm Water Division, Sumer Hasenin, regarding details of this Draft MND. Some of Interim Deputy Director Hasenin's responses to our concerns are reiterated in this letter with her permission. As a community-based non-profit organization, SDCL focuses on conducting habitat protection and restoration of local Open Space canyon environments through activation of the local community. We look forward to continuing in productive partnership with the Storm Water Division in representing community interests and promoting habitat protection within Storm Water jurisdiction going forward.

## Responses

- 8-1) Comment noted. The City understands the comment is an introduction to issues detailed further in the letter.
- 8-2) The SDD-104 design was chosen to eliminate or minimize impacts that SDD-105 outfalls would otherwise incur. Impacts from long-term maintenance are expected to be minimal as maintenance crews would use existing paths, and the project does not propose additional trails for maintenance access. The cleanouts are designed to have the high side of the cleanout flush with the slope of the terrain. Page 66 of the Biological Technical Report discusses indirect impacts from construction and operation of project features. Additionally, the areas around the cleanouts will be revegetated with native species per the approved Revegetation Plan, and once established, native plantings will surround the cleanouts and reduce visual impacts to less than significant.
- 8-3) Implementation of all BMPs will be in accordance with the project's Storm Water Pollution Prevention Plan prepared per the City's Storm Water Standards Manual and San Diego Regional Water Quality Control Board Requirements. The design does not propose any addition to the existing trail for maintenance purposes, and any temporary construction access roads shown on the plans will be restored after construction. As stated in response 8-2, long-term maintenance is expected to be minimal, and the project does not propose additional trails for maintenance access.

## Comment Letter 8

### Restoration of Temporary Disturbance Areas and Unaddressed Permanent Impacts

2 According to Deputy Director Hasenin, the proposed storm drain system utilizing SD104 outfalls modified with uphill elbows + cleanouts is selected as a less impactful alternative to the standard SD105 outfall, resulting in necessary energy dissipation, a smaller footprint, and less visual impact. While this design may accomplish the goal of reducing flow energy that can erode the adjacent streambed, it also incurs upslope impacts, both visual impacts in the form of above ground manhole cleanouts and concrete anchors, and a potential for maintenance impacts over time. Many of the maintenance cleanouts will occur on *Environmentally Sensitive Land* (ESL) on grades over 25%. Given the higher level of importance of ESL environments, **both temporary construction and long-term maintenance impacts from cleanout access on these slopes are not sufficiently examined in the Draft MND.**

3 According to the project description, following construction temporary access trails will be reduced to the allowed 8' width and mulched to prevent erosion. Given the grade on which some of these access trails are to be constructed, a suite of BMPs may be required, in addition to mulching, for effective erosion control. Mulch can wash away in rain, or simply slough off steep slopes over time. The source and type of mulch is important to reduce the potential for importing weed seeds that can impede restoration efforts and create fire flash fuels. The wrong kind of mulch can itself present fire risk. **These issues should be examined in greater detail.**

3 Of greatest concern is the unaddressed issue of maintenance access impacts. Hasenin stated that the 60-degree bend cleanouts will be installed on a mild slope, near the toe of the slope, and don't require maintenance access. She added that the project does not propose any additions to the existing maintenance path for maintenance access purposes. If *new maintenance path alignments* are necessary, they should be called out and their impacts should be assessed and mitigated. If vehicular access is necessary on slopes, intensive path construction will be required. In similar canyons, cleanout maintenance has had significant impacts over time. **All grading and stabilization measures for maintenance path alignment and future maintenance needs should be addressed in the MND.**

4 Trenching and placing of large new pipe on steep slopes will likely produce an excess of loose soil during construction and leave in place easily eroded soil over pipes and around manholes at the end of the project. 25% grade slopes are very difficult to restore with plantings that are essential for long-term erosion control in these conditions. The potential for significant erosion off the construction site should be examined for hydrology and water quality impacts. **Because this potential impact was not acknowledged under the Environmental Factors Potentially Affected checklist, this impact was not sufficiently examined as part of this Draft MND.**

5 Due to the extreme conditions, the reliance on plantings to restore and stabilize construction impacts on steep slopes, and the high risk of invasive species disrupting restoration efforts in the disturbed soils of this project, SDCL strongly feels the 2-year establishment period for restoration will be insufficient for success of critically important plantings. Based on our own restoration experience in both Maple and similar canyons, **we recommend a 5-year establishment & maintenance period for best results.**

## Responses

(8-3 Cont.) Section IX of the Initial Study, Hydrology and Water Quality, addresses that all areas that are trenched would be backfilled to match adjacent natural grade. All disturbed areas, including temporary construction access and staging, would be re-vegetated. The March 2018 Biological Technical Report for the project (AECOM) further details that direct impacts include installation of new storm water features such as access points and outlet features, which would be mitigated.

8-4) Please see response 8-3). Management of possible storm water pollution due to construction will be addressed in the project's Storm Water Pollution Prevention Plan (SWPPP) prepared per the City's Storm Water Standards Manual and San Diego Regional Water Quality Control Board requirements. Additionally, the project will be subject to storm water BMP inspection and enforcement by City staff.

8-5) Comment Noted. Revegetation of areas temporarily impacted by construction activities will comply with the San Diego Land Development Code, Landscape Regulations and Landscape Standards to ensure steep slopes are stabilized. Where existing, species prohibited by the Landscape Standards shall be eradicated.

**Comment Letter 8**

Alternatives and Precedents

6 The conditions in Maple Canyon represent an emergency situation that results in extreme downstream flooding along Pacific Highway during significant rain events. Similar erosion and streambed degradation occur in canyons throughout our region due to increased storm intensity from climate change, watershed hardening and hydromodification preventing infiltration and increasing canyon flows, and impacts from utility management in canyons. As one of the worst examples of this problem, Maple Canyon is a canary in the coal mine, a harbinger of a growing problem facing our regional canyon network. Other canyons need to have their stormwater outfalls dropped to the canyon bottom, and storm flows dissipated through infrastructure improvements coupled with sustainable streambed rehabilitation/riparian restoration. While there is community support for this approach, many in our local communities have strong concerns regarding how infrastructure upgrades will be designed and implemented.

7 The unsightly and disruptive SD105 outfalls that are the Storm Water standard design for canyons contribute to high flow energy and streambed disruption. But the alternative of the SD104 modification with elbows + cleanouts also has potential impacts, both aesthetic and environmental. SDCL understands how the elbows in the modified SD104 design dissipate flow energy enabling smaller diameter, and lower profile outfalls, thus reducing those impacts as compared to SD105 installations. However, angling pipe to create elbows increases pipe & trench lengths and requires a manhole cleanout at each elbow. These cleanouts create a new visual blight as they will necessarily sit above grade when situated on steep slopes. As they cannot be completely flush with the steep grade, the perched cleanouts will alter localized hydrology, possibly concentrating flow and increasing erosion. Considering these potential impacts, SDCL is concerned about the possibility for the infrastructure design in Maple Canyon to become the preferred alternative to SD105 when improving storm water infrastructure in other canyons.

8 Deputy Director Hasenin has provided us unequivocal assurance that the modified SD104 design with elbows + cleanouts proposed for Maple Canyon is not a new preferred alternative for canyons. Additionally, she has endorsed evaluating new alternatives to SD105, provided they meet design standards and the operation & maintenance needs for current practices. One viable alternative is storm water pipes fitted with internal ring energy dissipators, reducing the necessary pipe diameter, pipe length, and number of cleanouts while simultaneously dissipating flow energy. SDCL is willing to work closely with Storm Water to pursue additional resilient and lower-impact solutions for the future.

**Responses**

(8-5 Cont.) The Landscape Standards indicate that “All disturbed open space areas... shall be maintained by the permittee for a minimum of 25 months” and that revegetation “shall be accomplished in a manner so as to provide visual and horticultural compatibility with the indigenous native plant materials.” In addition, “Prior to final approval, the City Manager may require corrective action including but not limited to, replanting, the provision or modification of irrigation systems, and the repair of any soil erosion or slope slippage.” The site will be monitored quarterly and maintained not less than monthly the first year and bi-monthly in year 2, in order to ensure the site is meeting success criteria.

- 8-6) Comment Noted. The City understands the comment is an introduction to issues detailed further below.
- 8-7) The tops of the cleanouts are designed with the high side of the cleanout flush with the slope of the terrain. When runoff travels down the slope and comes to the cleanout structure, it does not become concentrated. Section I, Aesthetics, indicates how proposed work would have no significant impacts to scenic vistas or other scenic resources as trenching would be filled to match the adjacent natural grade. Section IX, Hydrology and Water Quality, explains that the project would not substantially alter the existing drainage pattern of the existing area in a manner which would result in erosion. The slopes will be revegetated with native species, and once established, will provide added protection from erosion to keep the slopes stabilized. In addition, energy dissipaters help reduce exit velocities to non-erosive conditions. Impacts to Aesthetics and Hydrology and Water Quality would be less than significant.
- 8-8) Comment Noted. The City understands the commenter is willing to work closely with the City to consider lower-impact alternatives for future projects.

### Comment Letter 8

9 State and community partners who share our priorities for sustainable streambed rehabilitation in combination with appropriate storm drain outflows in canyons, as well as our specific concerns with the Maple Canyon Restoration Draft MND, include the California State Coastal Conservancy, San Diego Coastkeeper, various canyon friends groups, and local citizens. SDCL is not opposed to an MND approach for this project, but asks that the Development Services Department assess the impacts we have highlighted in this letter to assure the integrity of the Maple Canyon Restoration. Additionally, we request that future canyon outflow improvement projects include an alternatives analysis so that the impacts outlined in this letter can be avoided and the least impactful options are fully explored and implemented.

Thank you for your consideration.

Sincerely,



Clayton Tschudy

Executive Director

clayton@sdcanonlands.org

### Responses

8-9) Comment noted. The City understands the comment is a conclusion to previous comments highlighted in this letter.



## INITIAL STUDY CHECKLIST

1. Project title/Project number: MAPLE CANYON RESTORATION PROJECT/517439
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: Jamie Kennedy/ (619) 446-5379
4. Project location: The project is located in a natural canyon (Maple Canyon) and portions of the City's Right-of-Way, which is generally bounded by Redwood St. to the North, 5th Av. to the East, Maple St. to the South, and Curlew St. to the West within the Uptown Community Plan area and Council District 3. The site is located on the USGS 7.5-minute series Point Loma quadrangle. The project is outside of the Coastal Overlay Zone.  
  
The following are locations of the 17 storm drain improvements proposed by the project:
  1. Brant Street and Barnson Place
  2. Albatross Street and Olive Street
  3. Second Avenue (south of Quince Street)
  4. Third Avenue and Quince Street
  5. Third Avenue (between Quince Street and Redwood Street)
  6. Fourth Avenue and Redwood Street
  7. Fourth Avenue and Quince Street
  8. Third Avenue and Palm Street
  9. Third Avenue (between Olive and Palm Street)
  10. Third Avenue and Olive Street
  11. Second Avenue and Olive Street
  12. First Avenue Pedestrian Bridge
  13. First Avenue and Nutmeg Street
  14. Front Street (between Nutmeg Street and Maple Street)
  15. Albatross Street and Maple Street
  16. Curlew Street and Maple Canyon Trail
  17. State Street and West Maple Street  
See attached vicinity and location maps.
5. Project Applicant/Sponsor's name and address: City of San Diego Engineering and Capital Projects Department, 525 B Street, San Diego, CA 92101
6. General/Community Plan designation: City of San Diego Public Right-of-Way (PROW), as well as in the Open Space general and community plan designations
7. Zoning: The proposed project is within the OP-1-1 zone (Open Space - Park) zone and unzoned public right-of-way. The project will not result in a change in any zone and is consistent with all underlying zoning regulations.

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.):

A Capital Improvement Project to replace 16 storm drain systems throughout Bankers Hill that outfall into Maple Canyon and construct 1 new storm drain system within Maple Street between State Street and the downstream end of Maple Canyon. Storm Drain sizes vary between 18, 24, 30, 36, 42, and 48-inches. Project work will also include storm drain inlets, cleanouts, energy dissipators, trench resurfacing, pavement resurfacing, curb ramps, sidewalk, curb and gutter, signing and striping, retaining wall, street repair, trail improvements, and revegetation. Replacement and extension shall result in approximately 4,166 linear feet of Reinforced Concrete Pipe (RCP) installation. In addition, retaining walls, curb ramps, street resurfacing, salvage and replacement of guard rails and street lights where needed, traffic control, including pedestrian controls into the canyon and best management practices (BMPs), would be included as part of the project scope. Potholing will be used to verify utility crossings. These 'potholes' are made by using vacuum type equipment to open up small holes in the street.

Conventional excavation (open trench) method of construction will be used. Trenching would be at a width of approximately 2.5 feet to 5.5 feet and a depth of 3 to 19 feet. Trenches are dug with excavators and similar large construction equipment. Permanent impact areas for headwalls and energy dissipater installations will vary and be larger than trench widths depending on the location. Temporary construction work areas at each system would vary in width approximately 30 to 50 feet. In addition, the existing footpath through the canyon will be widened to approximately 15 feet wide, 3,000 feet long for construction access. At completion of construction the trail will be restored to a standard width of 8 feet with 2 foot mulched areas on either side to mitigate potential overgrowth of the trail. A 22,000-square-foot area within the canyon that is devoid of sensitive biological resources and comprised by primarily dirt fill material is identified for staging of materials and equipment.

Temporary construction impacts to 5.86 acres of upland habitat will be revegetated with Diegan coastal sage scrub habitat container plants and hydroseed mix with intent to meet the erosion control requirements in the Landscape Standards. The revegetated habitat would provide a higher-value habitat than the impacted habitat. All revegetated areas will be required to comply with a 25-month monitoring, maintenance and reporting program to ensure the revegetation areas meet a minimum 80 percent container plant survival rate and 80% native plant material cover at the end of 25-months.

9. Surrounding land uses and setting:

The project site is natural, undeveloped canyon that is aligned from the southwest to northeast and is surrounded primarily by single and multi-family residential development, and a smaller portion of the site is located adjacent to open space, and commercial and office development. Existing improved public roads, primarily residential streets, serve the developed community surrounding the canyon.

The site impact area is 5.86 acres within and adjacent to Maple Canyon, which is located between Quince Street to the northeast and West Maple Drive to the southwest in the City of

San Diego, California. First Avenue passes through the middle of the project area. The proposed 12-month construction activities are located within undeveloped land in a canyon that is predominantly characterized by disturbed and ornamental vegetation. Following construction will be a 25-month revegetation effort.

Elevations within the project area range from 66 to 295 feet above mean sea level. Topography within the canyon is generally steep with a few undulating hills. However, the project area includes some areas with a gradual slope or flat land at the base of the canyon and in the surrounding developed areas. Many of the proposed activities and much of the access road traverse slopes that are greater than 25% slope with an elevation differential of 50 feet.

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

United States Army Corps of Engineers Section 404 Permit, California Regional Water Quality Control Board Section 401 Permit, and California Department of Fish and Wildlife Section 1600 Permit.

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?

The Lipay Nation of Santa Ysabel and Jamul Indian Village of Kumeyaay Nation Native American tribes which are traditionally and culturally affiliated with the project area have requested consultation with the City of San Diego pursuant to Public Resources Code section 21082.3 (c). However, these tribes were notified of the opportunity to consult with the City of San Diego on the proposed project and they responded that they do not require consultation for this project. Consultation pursuant to AB 52 concluded on June 13, 2018.

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 checked="" type="checkbox"/> Biological Resources    | <input checked="" type="checkbox"/> Land Use/Planning  | <input type="checkbox"/> Transportation/Traffic          |
| <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> 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?

All of the proposed work would occur either below grade or no more than five feet above finished grade for proposed concrete energy dissipaters at the downstream end of the storm drains near the base of the canyons. All trenching for replacement and new storm drain pipe would be filled to match the adjacent natural grade of the canyon and all ground disturbances would be re-vegetated with a native, non-invasive, Diegan coastal sage scrub hydroseed mix and container plants. As such, no new visual impacts occur as a result of the project. Therefore, the proposed project would have no significant impacts to public scenic vistas and no mitigation would be required.

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

The project would not damage any existing scenic rock outcroppings, or historic buildings as none of these features are located within the boundaries of the proposed project. Furthermore, the project site is not located near a state scenic highway. See I. a) and V. a) for additional detail. No impact would occur.

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

See answer to I. a) and I. b) above. No impact would occur.

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

The project does not include any new or modified light sources such as new or replacement street lights, and the project would not utilize highly reflective materials. 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. No impact would occur.

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 would occur adjacent to and within a natural canyon and within paved public roads which are not zoned or mapped for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project. No impact would occur.

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

Refer to II. a). No impact would occur.

- 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 occur in adjacent to and within a natural canyon and within paved public roads which are not designated as forest land or timberland. In addition, forest land and timberland are not present in the vicinity of the project. No impact would occur.

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

Refer to II. c). No impact would occur.

- 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?

The project does not propose a change in land use and would not result in the conversion of Farmland since no Farmland exists within, or in the vicinity, of the project boundaries. No impact would occur.

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 proposed storm drain replacement would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled). However, emissions would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. Additionally, the construction equipment typically involved in water/sewer



project is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, the project would not conflict with the region's air quality plan; impacts are less than significant and no mitigation is required.

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

Refer to III. b). Impacts are less than significant and no mitigation is required.

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

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related to construction activities to below a level of significance. 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 are less than significant and no mitigation is required.

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

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, the project would not create odors affecting a substantial number of people. Impacts are less than significant and no mitigation is required.

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?

Direct Impacts

A Biological Technical Report (BTR) was prepared March 2018 by AECOM for the proposed project. The technical report analyzed the direct and indirect impacts of the proposed project on the biological and jurisdictional resources located in the vicinity of the project. A BTR Addendum was prepared March 2020 by Tierra Data, Inc., which provides updated information on the extent and

type of biological resources in Maple Canyon and the extent of project impacts to these features. Direct impact numbers were updated in the BTR addendum to reflect more current biological conditions as well as a project redesign.

The project area is not located within or adjacent to the MHPA of the MSCP San Diego Subarea Plan. The proposed project will result in permanent and temporary direct impacts to upland habitat which is summarized in the table below.

**Mitigation for Impacts to Sensitive Vegetation Communities**

Vegetation Community	Impacts (acres)	Ratios	Mitigation Required (acres)	Proposed Mitigation (acres)
<b>Uplands</b>				
Diegan Coastal Sage Scrub	0.09	1 :1 (impact outside MHPA, mitigation inside MHPA)	0.09	0.09
Nonnative Grassland	1.33	0.5:1 (impact outside MHPA, mitigation inside MHPA)	0.67	0.67
Eucalyptus Woodland	1.90	n/a	n/a	n/a
Disturbed Habitat	0.53	n/a	n/a	n/a
Ornamental	0.64	n/a	n/a	n/a
Urban/ Developed	1.37	n/a	n/a	n/a
Total	5.86	n/a	0.76	0.76

Mitigation for direct impacts to upland habitat will be satisfied through purchase of mitigation credits in the City of San Diego Habitat Acquisition Fund (within the MHPA).

Per the 2020 BTR Addendum, the proposed project would not result in a direct impact on a City of San Diego defined wetland and thus would not require mitigation.

The survey area supports suitable habitat for one special-status species, Cooper’s hawk, an MSCP listed species. The project would temporarily and permanently impact suitable habitat (eucalyptus woodland) for this species. Significant impacts to this species would require mitigation.

Implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration (MND) would reduce potentially significant direct impacts to the upland habitat upland habitat and special status wildlife to a less than significant level. Section V also includes specific mitigation measures for potential impacts to the Cooper’s Hawk.

Indirect Impacts

The proposed project has the potential to result in significant indirect impacts to sensitive vegetation communities and Cooper’s hawk. Indirect impacts may occur from the construction and operation of these project features, including fugitive dust, increased human presence in the area with the potential for trampling, vehicle tracks off the access road, soil compaction, noise, light, erosion, and dust. These indirect impacts are significant and require mitigation. Per the 2020 BTR addendum, no City jurisdictional wetlands are on site.

Implementation of the Mitigation and Monitoring Requirements identified in Section V of this MND would reduce potentially significant indirect impacts to a less than significant level.

- 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?

Refer to IV. a) regarding direct vegetation impacts. According to the project's biological technical report the project would not directly impact any riparian habitat or any other community identified in local or regional plans, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service. Furthermore, the proposed project will be required to obtain permits for work within US and state jurisdictional non-wetland waters from the Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife. Impacts are less than significant and no mitigation is required.

- 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?

Refer to IV. a) and b). Impacts are less than significant and no mitigation is required.

- 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?

Proposed project impacts are relatively small in scale, location, and timing (i.e. daylight hours). To avoid and minimize impacts, the project includes backfilling of any trenching and repair of eroded slopes to match adjacent natural grade. The project also includes a revegetation, monitoring, and maintenance plan for any ground disturbance areas with non-invasive, low water use, plant species to match the vegetation in the canyons. Per the project BTR (2018), the project site provides refuge for wildlife and may act as a local linkage, but does not function as a wildlife corridor. The project is not expected to significantly impact a wildlife corridor or alter the local movement of wildlife, and thus would not be considered significant impact under CEQA. Impacts are less than significant and no mitigation is required.

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

Refer to IV. a) The project is not located within or adjacent to the Multi-Habitat Planning Area (MHPA) and is therefore not subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. The project would comply with all local policies and ordinances protecting biological resources including satisfying mitigation requirements for impacts to sensitive biological

resources in accordance with the City of San Diego Multiple Species Conservation Program and the City of San Diego Biology Guidelines, which will reduce impacts to 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?

Refer to IV. a), b), and e). The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan. Mitigation is required for potentially significant impacts to Cooper's Hawk, an MSCP listed species, which would reduce impacts to 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

A Historical Resources Survey (HRS) for the Maple Canyon Storm Drain Repair Project was prepared by RECON (February 19, 2018). The report concludes that, based on a records search and a field survey by a qualified archaeologist and Native American observer, the possibility of significant historical resources being present within the proposed project is considered low. The report further states that the majority of the area is too steep for the presence of potentially significant prehistoric cultural resources. Additionally, the area has been disturbed during the installation of existing storm drains, construction of the trail, and by past rain events that have washed out areas surrounding the storm drains located on the slopes of the canyon. The report recommended no further cultural resources work and stated that construction monitoring is not recommended. Lastly, the report stated that Clint Linton from the Lipay Nation of Santa Ysabel concurs with the recommendation not to require monitoring despite results from the Native American Heritage Commission (Attachment 1 of the HRS). Based on the conclusions and recommendations of the HRS, the project would have a less than significant impact on archaeological resources and no mitigation is required.

Built Environment

The project involves the repair and replacement of an existing underground storm drain line and would not impact any designated historic structures or resources. No impact would occur and no mitigation is required with regard to built environment resources

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

See response to V. a). Impacts are less than significant and no mitigation is required.

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

The project site is underlain by the San Diego geological deposit/formation/rock unit as indicated by the project's geotechnical investigation (Report of Geotechnical Investigation Maple Canyon Restoration Phase 1, Allied Geotechnical Engineers, Inc., August 19, 2014) and City of the City of San Diego La Jolla Quadrangle geologic map. The City of San Diego Land Development Manual General Grading Guidelines for Paleontological Resources indicate that the San Diego Formation has a high potential for the discovery of paleontological resources. There are recorded fossil recovery sites in the San Diego Formation in the vicinity of the project site as shown on City of San Diego Paleontological Resource Maps, located in the DSD Geology Library.

San Diego Municipal Code Section 142.0501 (Paleontological Resources Requirements for Grading Activities) requires paleontological monitoring for grading that involves 1,000 cubic yards or greater and 10 feet or greater in depth, in a High Resource Potential Geologic Deposit/Formation/Rock Unit, grading on a fossil recovery site, or within 100 feet of the mapped location of a fossil recovery site. Since this project is located within 100 feet of the mapped location of a fossil recovery site, paleontological monitoring will be required during project grading. Impacts are less than significant with monitoring incorporated, and no mitigation measures are required.

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

No cemeteries, formal or informal, have been identified on or adjacent to the project site. While there is a possibility of encountering human remains during project construction activities, if remains are found monitoring would be required. In addition, per CEQA Section 15064.5(e), the California Public Resources Code (Sec. 5097.98) and State Health and Safety Code (Sec. 7050.5), if human remains are discovered during construction, work would be required to halt in that area and no soil would be exported off-site until a determination could be made regarding the provenance of the human remains via the County Coroner and other authorities as required. Compliance with state regulations would ensure impacts are less than significant and no mitigation required.

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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“Report of Geotechnical Investigation Maple Canyon Restoration Phase 1” was prepared by Allied Geotechnical Engineers in August 2014. Maple Canyon is not located astride any known (mapped) active or potentially active faults. Therefore, the potential for fault ground rupture at the site is considered insignificant. In addition, the project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would be below a level of significance.

- ii) Strong seismic ground shaking?
 

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Based on the project’s geotechnical report, subsurface soils are found to be fairly uniform throughout the site; therefore, the potential of differential settlement is considered low. Additionally, when considering the distance from the project site to the nearest potential source of seismic event, it is opinion of the geotechnical consultant that ground lurching does not present a potential hazard for the proposed project. The project would also be required to utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The project’s geotechnical investigation determined that the project site is underlain by very dense to hard formational material which is not considered susceptible to seismic-induced soil liquefaction or ground settlement. Furthermore, the investigation states that a review of the State of California Seismic Hazard Zones (2009) indicates that the site is not located within an area that is considered susceptible to soil liquefaction during a seismic event.

- iv) Landslides?
 

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The project’s geotechnical investigation determined that project site is not located on or below any known (mapped) ancient landslides, nor is it located in an area that is susceptible to landslide hazards.

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

Refer to VI. a). All trenching for pipe replacement would be backfilled and all disturbed areas would be revegetated with appropriate non-invasive, low water use, container plants and a hydroseed mix to control erosion. Additionally, appropriate Best Management Practices would be utilized during project construction to prevent soil erosion. As such, the project would not result in a substantial amount of soil erosion or loss of topsoil.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Refer to VI. a). Additionally, the project is located within City of San Diego Geologic Hazard Category 52 which is designated as "other level areas, gently sloping to steep terrain with a favorable geologic structure and low geologic risk." In addition, proper engineering design and utilization of standard construction practices would ensure that the potential impacts would be less than significant.

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

Refer to VI. a). In addition, the project's geotechnical consultant concluded in the geotechnical investigation that, in their opinion, the majority of on-site materials are considered non-expansive or to have low expansion potential.

- 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?

No septic or alternative wastewater systems are proposed since the scope of the project is to repair and replace existing public storm drain pipes. No impact would occur.

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?

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 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.

Under Step 1 of the CAP Checklist the proposed project is consistent with the existing General Plan and Community Plan land use designations, and zoning designations for the project site because these designations allow for the replacement and repair of existing storm water facilities that do not involve expansion of these facilities. Therefore, the proposed project is consistent with the growth projections and land use assumptions used in the CAP.

Furthermore, completion of the Step 2 of the CAP Checklist for the project demonstrates that the CAP strategies for reduction in GHG emissions are not applicable to the project because it is a linear public storm drain repair project with no habitable space or operational GHG emissions, and does not require a building permit or certificate of occupancy.

Therefore, the project has been determined to be consistent with the City of San Diego Climate Action Plan, would result in a less than significant impact on the environment with respect to Greenhouse Gas Emissions, and further GHG emissions analysis and mitigation would not be required.

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

Refer to VII. a)

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

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

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



The State Water Resources Control Board GeoTracker website indicates that construction of the project is located within 1,000 feet of three closed cases for Leaking Underground Storage Tank (LUST) cleanup sites. However, neither site was located directly within the project area. In addition, in the event that construction activities encounter underground contamination, the contractor would be required to implement section 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Compliance with these requirements would minimize the risk to the public and the environment; therefore, impacts would remain less than significant.

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

Portions of the project alignment are within one-quarter mile of existing schools and would involve trenching or excavation activities that could result in the release of hazardous emissions if unanticipated contamination is encountered within the PROW. However, compliance with section 803 of the City's "WHITEBOOK" is required and ensures that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

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

See VIII. a)-c) above. Additionally, the project alignment is not on a list of hazardous materials locations compiled pursuant to Government Code Section 65962.5. No impact would occur.

- 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?

Portions of the project alignment are within the Airport Influence Area of the San Diego International Airport Land Use Compatibility Plan. Since the proposed project involves linear underground storm drain main repair, it would not introduce any new features that would result in a safety hazard for people residing or working in the area, or create a flight hazard. No impact would occur.

- 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 project site is not within proximity of a private airstrip. No impact would occur.

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

Construction of the proposed project may temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. An approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with an adopted emergency response plan or emergency evacuation plan, and no impact would occur.

- 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 would be located within a natural canyon. However, the proposed storm drain replacement would not introduce any new features that are combustible or would increase the risk of fire. Revegetation of the disturbed canyon areas will be completed in accordance with the brush management regulations of the San Diego Municipal Code which would reduce potential impacts to a less than significant level.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

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

A Drainage Study for Maple Canyon Restoration Phase 1 dated June 21, 2019 (Drainage Study) was prepared for the proposed project by Rick Engineering Company, which updates a drainage report completed in May 2015 by AECOM. The Drainage Report dated May 2015 verifies to adhere to the basic objectives of the City of San Diego Drainage Design Manual which are to collect, transmit and discharge drainage in such a manner to promote public safety and provide for low maintenance by preventing property damage and providing for removal of detrimental amounts of subsurface water.

The Drainage Study also concludes that the proposed project will replace an existing deteriorating storm water drainage system that does not currently meet City of San Diego drainage requirements, with a new system of reinforced concrete storm drain piping and concrete energy dissipaters that will exceed minimum City requirements and adequately accommodate proposed storm water drainage into the canyon.

Furthermore, potential impacts to existing water quality standards associated with the proposed project would include minimal short-term construction-related erosion sedimentation, but would not include any long term operational storm water impacts. The project would be required to

comply with the City's Storm Water Standards Manual and all requirements of the most current Regional Water Quality Control Board municipals storm water (MS4) permit. Engineers from Engineering and Capital Projects would be responsible for compliance with all storm water regulations. The proposed project would not violate any existing water quality standards or discharge requirements, and no impact would occur.

- 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 use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge; therefore, no impact would occur.

- 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?

See IX. a). All areas that are trenched would be backfilled to match adjacent natural grade. All disturbed areas, including temporary construction access and staging, would be re-vegetated with a non-irrigated native hydroseed mix and non-invasive, low water use container plants to minimize soil erosion. Three (3) Concrete energy dissipaters (SDD-105) and eleven (11) rip rap energy dissipaters (SDD-104) have been proposed at the outfall locations to help reduce exit velocities from the outfall to non-erosive conditions. Compliance with local, state, and federal storm water regulations would ensure that any alterations to the drainage system in Maple Canyon would reduce potential impacts from erosion or siltation to less than significant.

- 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?

See IX. c). Per the project's Drainage Study, since this is a storm drain replacement project, existing impervious area as well as the hydrology of the basins is not anticipated to change. Hence, post-project runoff remains similar to pre-project runoff. The proposed project does not include any features that would increase the risk associated with flooding beyond those of existing conditions; therefore, impacts would be less than significant.

- 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?

See IX. c)-d). The project would be required to comply with all local and regional storm water quality standards during construction using approved Best Management Practices (BMPs), which would ensure that water quality is not degraded. Therefore, impacts would be less than significant, and no mitigation is required.

- f) Otherwise substantially degrade water quality?

See IX. c) - e).

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

The project does not propose housing. No impact would result.

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

The project does not propose any structures that would significantly impede flood flows as it is a linear underground storm drain repair project. Three (3) Concrete energy dissipaters (SDD-105) and eleven (11) rip rap energy dissipaters (SDD-104) have been proposed at the outfall locations to help reduce exit velocities from the outfall to non-erosive conditions. Impacts from energy dissipaters to hydrology are less than significant.

X. LAND USE AND PLANNING – Would the project:

- a) Physically divide an established community?

The project would involve replacing and installing utility infrastructure underground and would not introduce new features that could divide an established community.

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

The project would involve replacing and installing utility infrastructure underground and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans. No impact would occur.

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

See also responses in Section IV, Biological Resources. The project is not within or adjacent to the MHPA preserve area of the City of San Diego Multiple Species Conservation Program (MSCP). Implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant direct and indirect impacts to the Cooper's Hawk, an MSCP listed species, to a less than significant level.

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 project is not located in an MRZ 2 classification area. The site is not large enough to allow an economically feasible aggregate mining operation (less than 10 acres). The site is not being used for the recovery of mineral resources. Therefore, the project would not result in the loss of mineral resources, and no impact would occur.

- 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 areas around the proposed project alignment are not designed by the General Plan or other local, state or federal land use plan for mineral resources recovery. No impact would occur.

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 project would not result in the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project. No impact would occur.

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

The project would not result in the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels. No impact would occur.

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

Refer to XII. a)-b). No impact would occur.

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

The proposed linear underground storm drain repair project would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the San Diego Municipal Code, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington's Birthday), or on Sundays, to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m. Noise impacts would be less than significant.

- 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?

Portions of the project alignment are within the 60 CNEL noise contour of the San Diego International Airport Land Use Compatibility Plan. The project, in and of itself, would not generate operational noise. Furthermore, compliance with OSHA standards will ensure the project workers would not be exposed to excessive noise levels. Therefore impacts would be less than significant.

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

The project site is not located within the vicinity of a private airstrip. No impact would occur.

XIII. POPULATION AND HOUSING – Would the project:

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

The project scope does not include the construction of new or extended roads or infrastructure, or new homes and businesses. The project would replace existing outdated storm drain infrastructure. Therefore, the project would not induce population growth nor require the construction of new infrastructure.

- b) Displace substantial numbers of existing housing, necessitating the

construction of replacement housing elsewhere?

No such displacement would result, and no impact would occur.

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

No such displacement would result, and no impact would occur.

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
- ii) Police protection
- iii) Schools
- iv) Parks
- v) Other public facilities

The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire or police services. The project would not the construction or expansion of a fire, police, school, park, or other public facility. No impact would occur.

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 would not adversely affect the availability of and/or need for new or expanded recreational resources. No impact would occur.

- 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?

See XIV a) and XV a). No impact would occur.

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 replacement, repair, and construction of storm drain infrastructure would not conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system. Construction of the proposed project may temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that traffic circulation would not be substantially impacted. Therefore, the project would not result in any significant transportation/traffic impact.

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

Construction of the proposed project may temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that existing cumulative or individual levels of service are minimally impacted. Therefore, the project would not result in any significant permanent impact to traffic generation or level of service, and no mitigation is required.

- 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 would not result in safety risks or a change to air traffic patterns. All work would occur underground or on the ground. No impact would occur.

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

The replacement, repair, and construction of storm drain infrastructure would not include any design features that would substantially increase hazards or incompatible uses. Impacts would be less than significant.



- e) Result in inadequate emergency access?

The project would not result in inadequate emergency access; no impact would result.

- 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 replacement, repair, and construction of storm drain infrastructure 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

Refer to Section V. b). No tribal cultural resources as defined by Public Resources Code section 21074 have been identified on the project site. Furthermore, the project site was not determined to be eligible for listing on either the State or local register of historical resources. Notification, as required by Public Resources Code section 21074 was provided to the Lipay Nation of Santa Ysabel, Jamul Indian Village of Kumeyaay Nation on June 6, 2018. On June 13, 2018, both Native American communities responded to the City that they do not require consultation for this project. Therefore, the project will not impact Tribal Cultural Resources and no mitigation is required.

- 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.

No significant resources pursuant to subdivision (c) of Public Resources Code Section 5024.1 have been identified on the project site. Please see discussion in V (a) above.

XVIII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

Construction of the proposed storm water drainage repair project would facilitate the conveyance of storm water into the City's storm water drainage system and would not affect the wastewater system. Therefore, the project would not exceed the requirements of the Regional 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 would result in improvements to the storm water drainage infrastructure. It would not affect the water or wastewater systems and would, not require the construction or new water or wastewater treatment facilities.

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

Construction of the proposed storm water drainage pipeline repair project would repair existing, and slightly extend, drainage lines in approximately the same alignment and location, and does not propose or require the construction substantial new drainage facilities. The project would not require the construction of new storm water drainage facilities or expansion of existing facilities apart in addition to the project itself.

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

Construction of the proposed project would not increase the demand for water and within the project area.

- 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?

Refer to XVII. c)

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

Construction of the project would result in the removal of the existing outdated pipeline, but otherwise would likely generate minimal waste. Project waste would be disposed of in accordance

with all applicable local and state regulations pertaining to solid waste including the permitted capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.

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

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

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?

Although the proposed project could have significant indirect impacts to sensitive biological resources, these impacts would be mitigated to a less than significant level by the mitigation measures identified in the Mitigation Monitoring and Reporting Program in Section V of the MND. These mitigation requirements are also consistent with the MSCP City of San Diego Subarea Plan. As stated in the initial study checklist, the project would result in less than significant impacts on archaeological, tribal cultural, and paleontological resources. Historical built environmental resources would not be significantly impacted by the project as stated in the Initial Study.

- 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)?

The City of San Diego MSCP Subarea Plan addresses cumulative impacts on biological resources throughout San Diego. Since the mitigation measures identified in Section V of the MND are consistent with the avoidance and mitigation requirements for listed species, and the mitigation ratio requirements, of the Subarea Plan, the proposed project is consistent with the Subarea Plan. As a result, project implementation would not result in any individually limited, but cumulatively significant impacts to these resources. Based on the project's consistency with the Climate Action

Plan it would not result in cumulatively considerable environmental impacts relative to greenhouse gas emissions.

Furthermore, when considering all potential environmental impacts of the proposed project, including impacts identified as less than significant in the Initial Study Checklist, together with the impacts of other present, past and reasonably foreseeable future projects, there would not be a cumulatively considerable impact on the environment.

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

As evidenced by the Initial Study Checklist, the project does not have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly.

**INITIAL STUDY CHECKLIST  
REFERENCES**

**I. Aesthetics / Neighborhood Character**

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plans: Uptown 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:
  - Biological Technical Report for the Maple Canyon Storm Drain Project, San Diego California, prepared by AECOM, Revised March 2018.
  - Biological Technical Report Maple Canyon Storm Drain Project: Addendum, prepared by Tierra Data, Inc., January 2020.

**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: Historical Resources Survey for Maple Canyon Storm Drain Repair Project, San Diego, California by Recon dated February 19, 2018.

**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:
  - Report of Geotechnical Investigation Maple Canyon Restoration Phase 1 by Allied Geotechnical Engineers, dated August 19, 2014.
  - Response to City of San Diego Development Services Department Review Comments dated December 19, 2016, Maple Canyon Restoration Phase 1, City of San Diego, prepared by Allied Geotechnical Engineers, Inc., dated September 14, 2017

**VII. Greenhouse Gas Emissions**

- Site Specific Report: Climate Action Plan Consistency Checklist for the Maple Canyon Restoration – Phase 1 (PTS No. 517439), prepared by Elham Lotfi, Associate Civil Engineer, City of San Diego Engineering and Capital Projects Department

**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](http://www.swrcb.ca.gov/tmdl/303d_lists.html)
- Site Specific Report:
  - Maple Canyon Drainage Report by AECOM, dated May 2015.
  - Drainage Study for Maple Canyon Restoration Phase 1 100% Design Submittal, by Rick Engineering Company, Revised June 21, 2019

**X. Land Use and Planning**

- City of San Diego General Plan
- Uptown 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 1996
- 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**

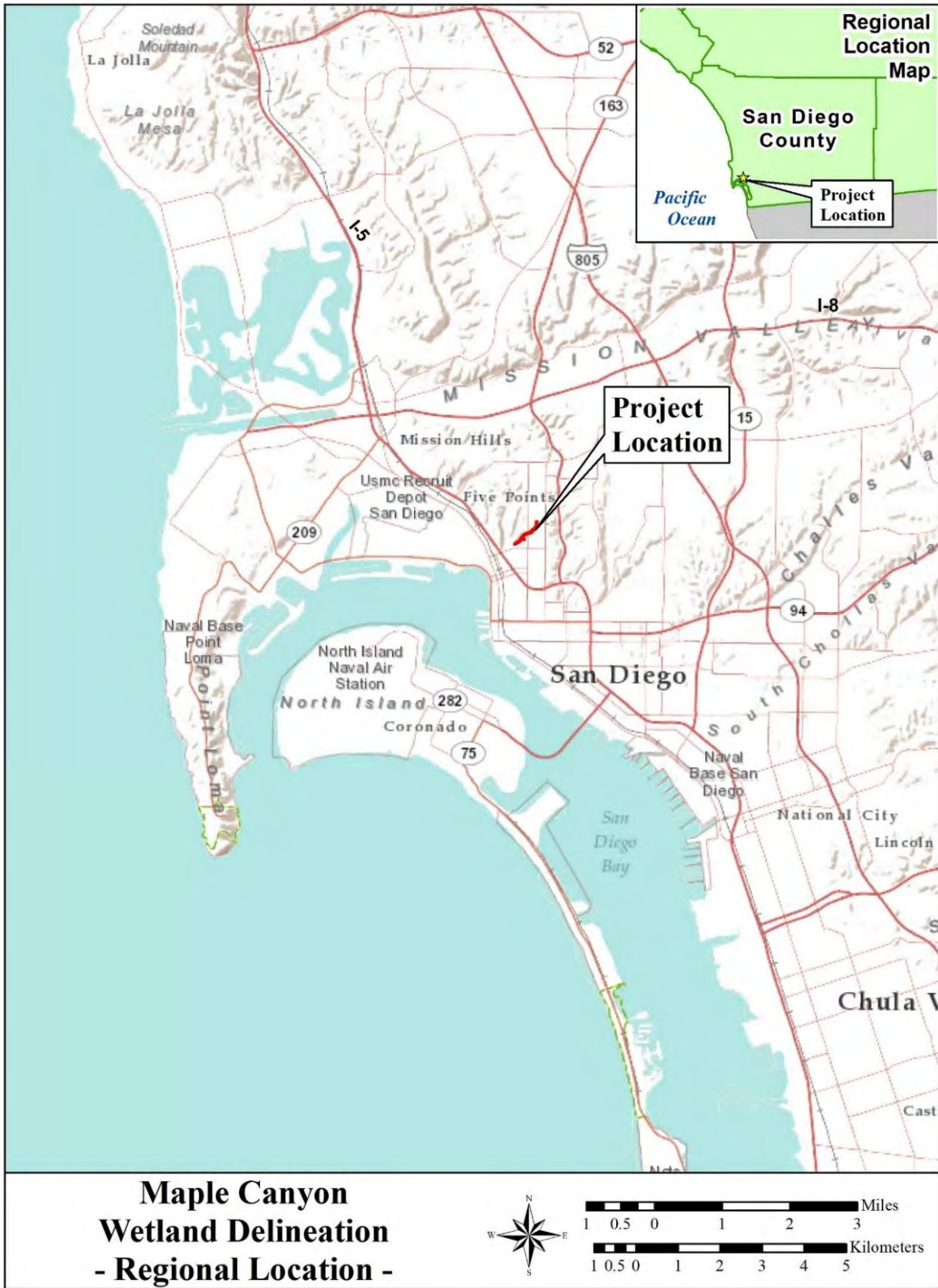
Sunset Magazine, *New Western Garden Book*, Rev. ed. Menlo Park, CA: Sunset Magazine

**XX. Water Quality**

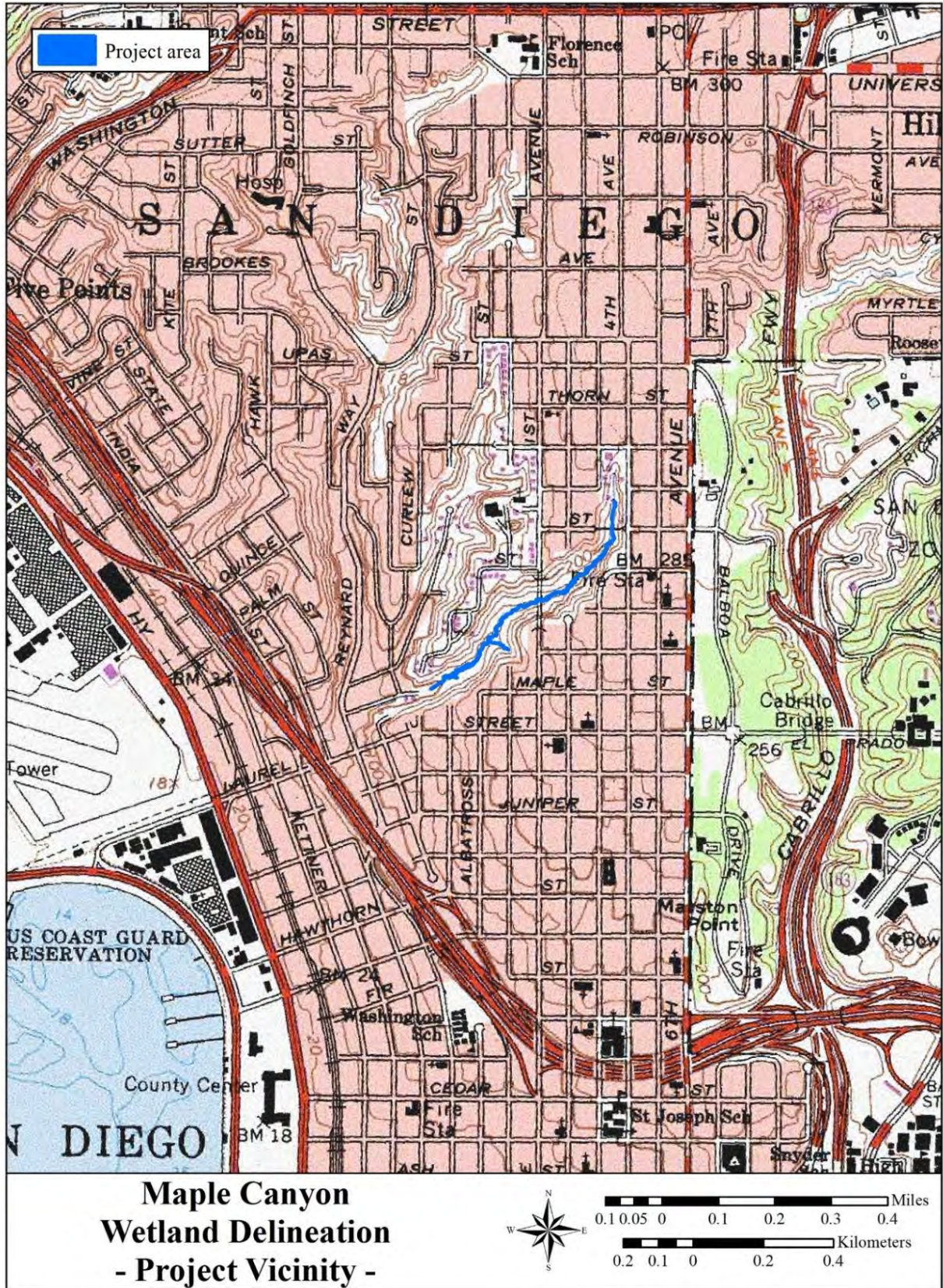
Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html)

Site Specific Report:

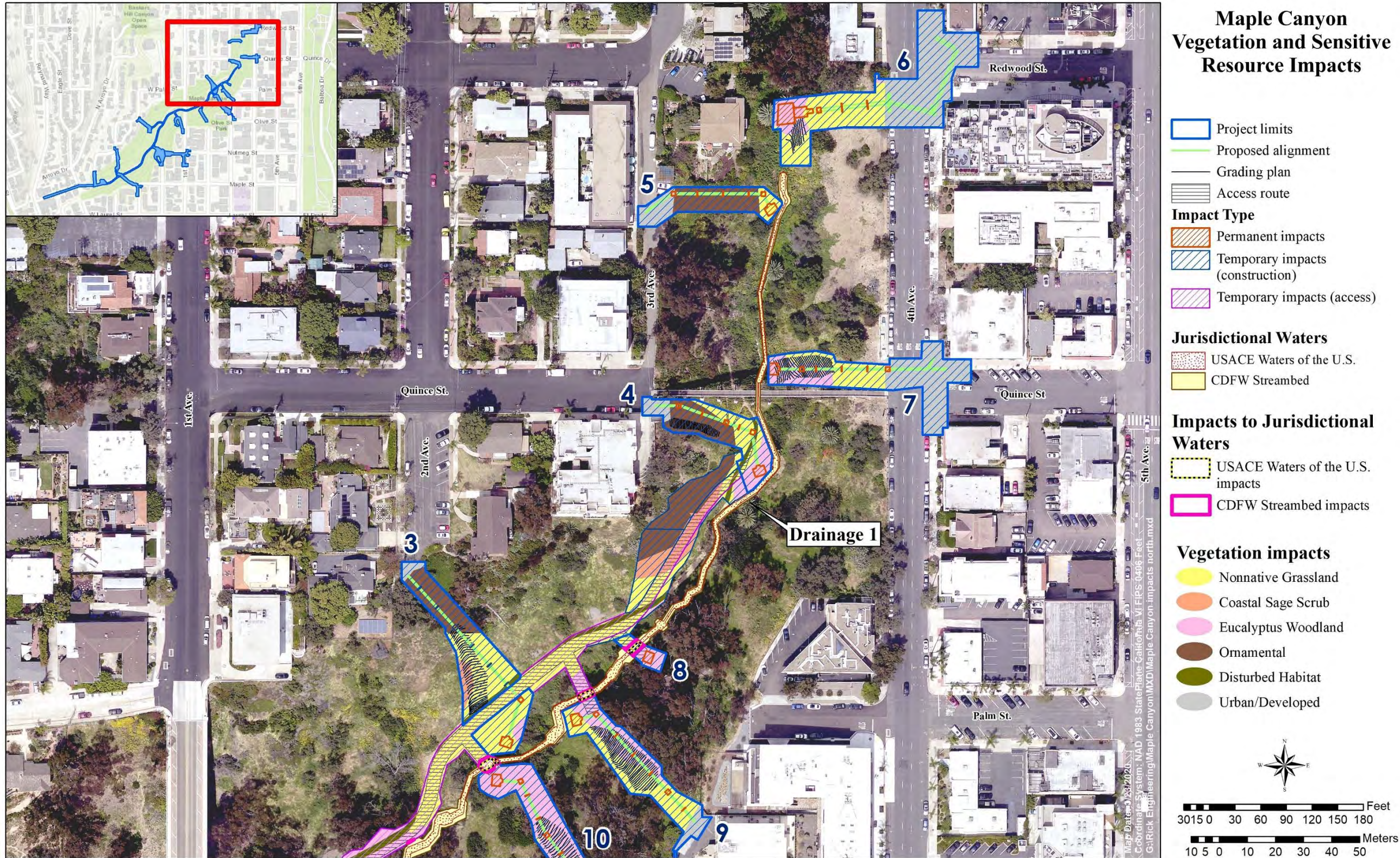




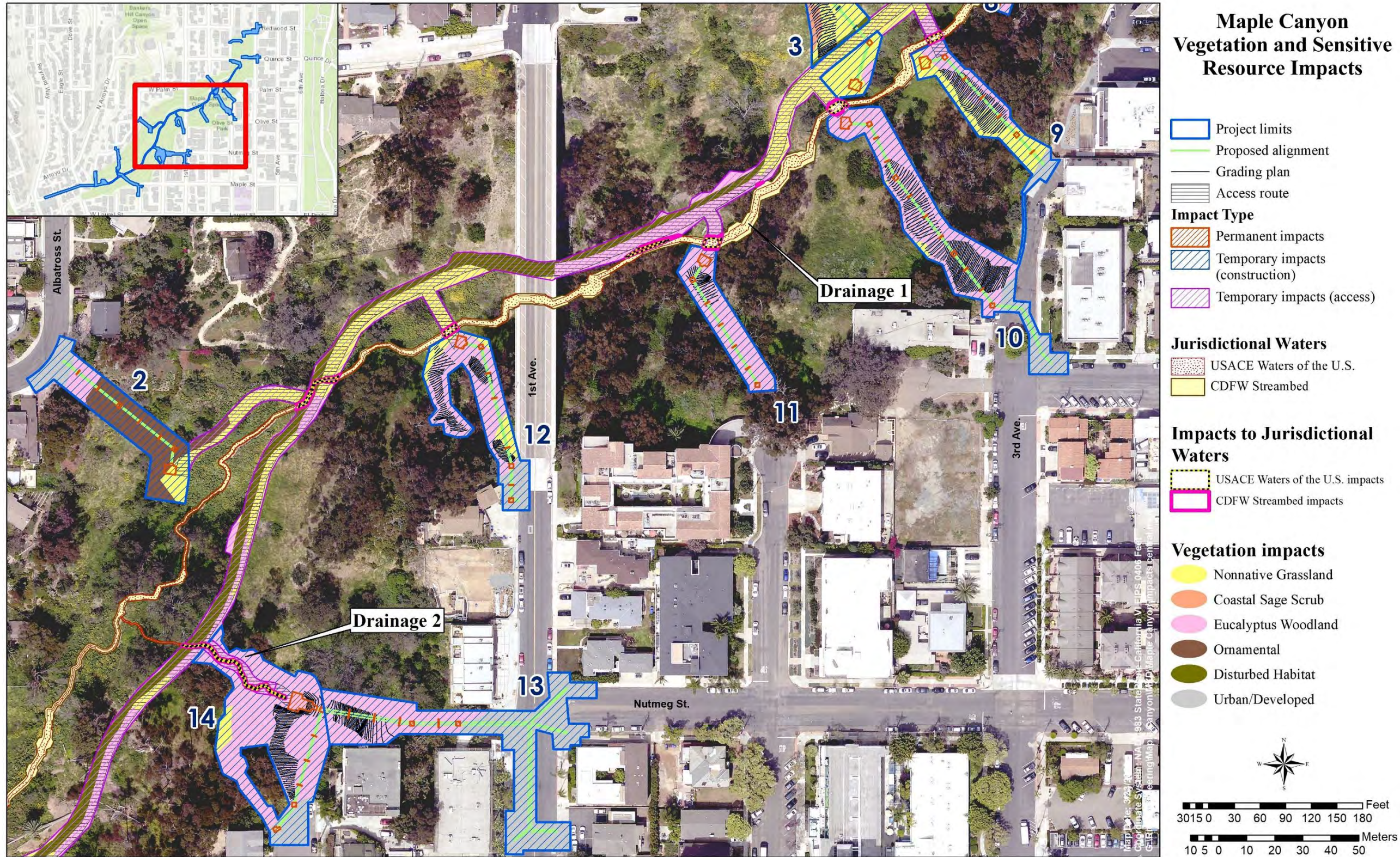
**Figure 1.** Proposed Project Location.



**Figure 2.** Proposed Project Vicinity.



**Figure 3a.** Maple Canyon North – Upland and Jurisdictional Area Impacts.



**Figure 3b.** Maple Canyon Central - Upland and Jurisdictional Area Impacts.

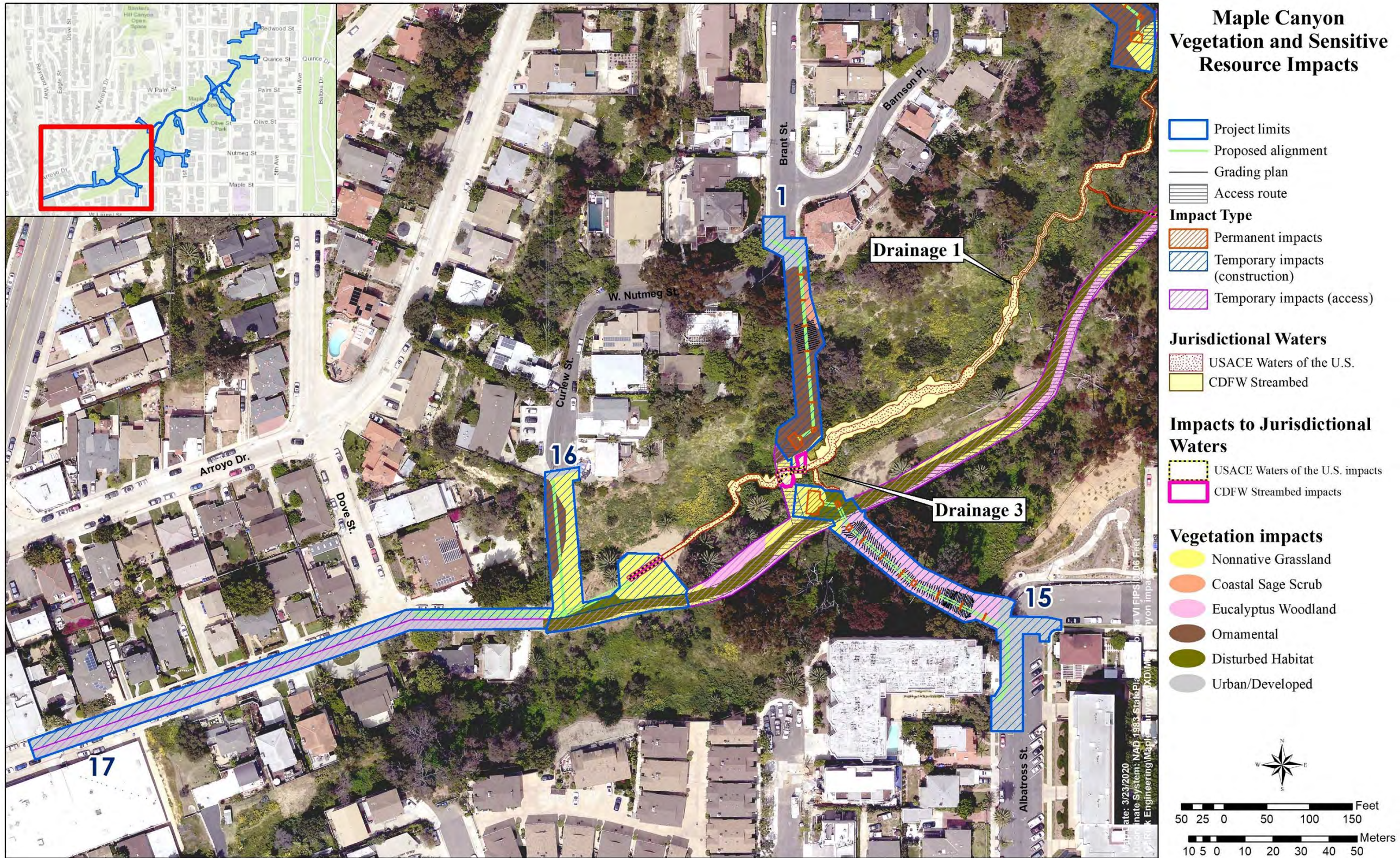


Figure 3c. Maple Canyon South - Upland and Jurisdictional Area Impacts.

**CEQA GUIDELINES SECTION 15183 CONSISTENCY DETERMINATION  
PROJECTS CONSISTENT WITH COMMUNITY PLAN OR ZONING**

Per Section 15183 of the CEQA Guidelines, CEQA mandates that projects which are consistent with the development density established by existing zoning, community plan, or general plan policies for which an Environmental Impact Report (EIR) was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

In approving a project meeting the requirements of section 15183 of the CEQA Guidelines, the City of San Diego Development Services Department (DSD) limited its examination of environmental effects to those which it determined:

- (1) Are peculiar to the project or the parcel on which the project would be located;
- (2) Were not analyzed as significant effects in in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,
- (3) Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
- (4) Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

If an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for the project solely on the basis of that impact.

The project must be consistent with a community plan adopted as part of a general plan, a zoning action which zoned or designated the parcel on which the project would be located, or a general plan of a local agency. Additionally, an EIR must be certified by the lead agency for the zoning action, the community plan, or the general plan.

## 15183 Consistency Determination

1. Project Title/Project Number: Maple Canyon Restoration Phase II / 680456
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: Jamie Kennedy/ (619) 446-5445
4. Project Location: Located in Maple Canyon within City of San Diego Dedicated Open Space in the OP-1-1 zone (Open Space – Park) in the Uptown Community Plan Area, Council District 3
5. Project Applicant/Sponsor's name and address: City of San Diego Engineering and Capital Projects Department, 525 B Street, Suite 750, MS 908A, San Diego, CA 92101
6. General/Community Plan designation: Designated Open Space in the General and Community Plan
7. Zoning: The proposed project is within the OP-1-1 zone (Open Space - Park) zone. The project will not result in a change in any zone and is consistent with all underlying zoning regulations.
8. Description of project: The proposed restoration project will address the excessive erosion in Maple Canyon that results in sediment and water flows down the canyon during rain events. The restoration project will restore and stabilize the canyon floor, stabilize the banks, reduce sediment transport, provide opportunity for wetland plants to establish, revegetate the banks, and increase the acreage of wetlands within the canyon. This will be achieved by reestablishing the main channel and two small, tributary channels in the canyon and adding 25 drop structures to slow water velocities, prevent erosion, and reduce the ability for sediment to enter the downstream storm drain system. The drop structures are designed to blend into the landscape, and combined with appropriate plantings, will integrate with the surrounding canyon. The project will install a drainage inlet structure at the downstream end of the canyon to capture and convey flows through the 48-inch pipe proposed as part of Phase I. A pedestrian bridge will also be installed to allow pedestrians to safely cross the channel. The project will create up to 2.89 acres of jurisdictional streambed and riparian habitat.

The grade control structures generally consist of rip rap cobble that extends 16 feet downstream of the weirs and 2 feet below grade. The weir dimensions will vary throughout the canyon and will increase in size as the canyon progresses further downstream to carry more runoff. The enviro-blocks weirs will be flat except for the transition blocks. Grading upstream and downstream of the weirs will vary from 2:1 to 3:1 depending on the width of the channel. The weirs will extend 1 foot below the adjacent downstream grade. Spacings between the weirs will vary from 25 feet to 185 feet, and elevation differentials between the structures will vary from 3.5 feet to 5.5 feet. Near the weirs, the slopes will be re-contoured toward the canyon edges to promote flow towards the channel. The gradients of the contoured slopes will vary from approximately 1.5:1 to 2:1.

The project proposes approximately 320 ft of export within 100 ft of a mapped paleontological resource. Paleontological resource monitoring would be required during construction activities in accordance with San Diego Municipal Code (SDMC) Section 142.0151.

9. Surrounding land uses and setting: The project site is natural, undeveloped canyon that is aligned from the southwest to northeast and is surrounded primarily by single and multi-family residential development, and

a smaller portion of the site is located adjacent to open space, and commercial and office development. Existing improved public roads, primarily residential streets, serve the developed community surrounding the canyon.

10. Consistency with the density established by community plan, zoning action, or general plan:

The City of San Diego Development Services Department (DSD) determined the Project is consistent with the Uptown Community Plan, adopted by City Council on November 14, 2016. The Uptown Community Plan contains all elements required by Section 65302 of the Government Code. The Final Program Environmental Impact Report for the Uptown Community Plan Update (Uptown PEIR), Project No. 380611, SCH No. 2016061023 was certified by City Council on December 1, 2016, under Resolution 310767.

The project is consistent with the existing Uptown Community Plan land use (Open Space) and zoning (OP-1-1) designations. No change in density is proposed and the project is consistent with all underlying zoning regulations.

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

In approving a project meeting the requirements of section 15183 of the CEQA Guidelines, DSD made the following determinations:

- There are no significant environmental effects that are peculiar to the project or the parcel on which the project would be located;
- There are no significant effects of the project that were not analyzed as significant effects in the Uptown PEIR;
- There are no potentially significant off-site impacts or cumulative impacts which were not discussed in the Uptown PEIR; and
- There are no previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.



Jamie Kennedy  
Senior Planner  
Development Services Department

July 28, 2021

Date of Final Report

Analyst: Jamie Kennedy



## EVALUATION OF ENVIRONMENTAL IMPACTS UNDER SECTION 15183 OF THE CEQA GUIDELINES:

- 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 an impact is not peculiar to the parcel or to the project, has been addressed as a significant effect in the prior EIR, or can be substantially mitigated by the imposition of uniformly applied development policies or standards, then an additional EIR need not be prepared for the project solely on the basis of that impact pursuant to section 15183 of the CEQA Guidelines. Answers of “Potentially Significant Impact” shall provide an explanation of whether the impacts:
  - a. Are peculiar to the project or the parcel on which the project would be located;
  - b. Were not analyzed as significant effects in in a prior EIR on the zoning action, general plan, or community plan, with which the project is consistent,
  - c. Are potentially significant off-site impacts and cumulative impacts which were not discussed in the prior EIR prepared for the general plan, community plan or zoning action, or
  - d. Are previously identified significant effects which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.
- 4) “Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures from the referenced EIR has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures as they appear in the EIR, and briefly explain how they reduce the effect to a less than significant level. 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.
- 5) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 6) 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. LAND USE – Would the project:

- |   |     |                          |                          |                          |                                     |
|---|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>a) Conflict with the environmental goals, objectives or guidelines of a General Plan or Community Plan or other applicable land use plan or regulation and as a result, cause an indirect or secondary environmental impact?</p> | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Uptown PEIR concludes that the proposed Uptown CPU and associated discretionary actions would be consistent with applicable environmental goals, objectives, or guidelines of the City of San Diego General Plan, City of Villages strategy, San Diego Forward – The Regional Plan, and Land Development Code. No indirect or secondary environmental impact would result and impacts would be less than significant.

The project would involve and installing infrastructure at ground level and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project. The project would increase the acreage of wetlands and is consistent with the goals and policies of the Conservation Element of the Uptown Community Plan and the Environmentally Sensitive Lands Regulations.

- |  |     |                          |                          |                          |                                     |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>b) Lead to the development or conversion of General Plan or Community Plan designated open space or prime farmland to a more intensive land use, resulting in a physical division of the community?</p> | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Uptown PEIR concludes that the proposed Uptown CPU and associated discretionary actions would not result in the conversion of open space or physically divide an established community. Community connectivity would be enhanced by provisions in the proposed Uptown CPU that improve pedestrian and transit amenities. Impacts would be less than significant; therefore, no mitigation would be required.

The project would not divide an established community, conflict with any land use plans, or habitat conservation plan. No density would increase as a result of the restoration project.

- |  |     |                          |                          |                          |                                     |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>c) Conflict with the provision of the City's Multiple Species Conservation Program (MSCP) Subarea Plan or other approved local, regional, or state habitat conservation plan?</p> | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Uptown PEIR concludes that implementation of the proposed Uptown CPU and associated discretionary actions would not have significant impacts on the Multi-Habitat Planning Area (MHPA) because ESL Regulations would limit development encroachment into sensitive biological resources and would be consistent with the MSCP. Therefore, impacts related to conflicts with the MSCP Subarea Plan would be less than significant and no mitigation is required.

The project is not within or adjacent to the MHPA. No impact would occur to sensitive biological resources. The project does not conflict with the MSCP. No impact would occur.

- d) Result in land uses which are not compatible with an adopted Airport Land Use Compatibility Plan (ALUCP)?
- |     |                          |                          |                          |                                     |
|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

Although the Uptown community is within the San Diego International Airport (SDIA) Airport Influence Area (AIA), the proposed Uptown CPU and associated discretionary actions would not result in conflicts with the adopted Airport Land Use Compatibility Plan (ALUCP). Future projects are required to be reviewed for consistency with the SDIA ALUCP. Impacts would be less than significant and no mitigation is required.

Portions of the project alignment are within the 60 CNEL noise contour of the San Diego International Airport Land Use Compatibility Plan. The project would not generate operational noise, amend any land use, or intensify existing land use; therefore, review by Airport Land Use Commission is not required. The Open Space Land Use is currently compatible within the 60-65 dB CNEL contour range. Therefore, the project and site are compatible with the ALUCP. No impact would occur.

II. VISUAL EFFECTS AND NEIGHBORHOOD CHARACTER – Would the project:

- a) Result in a substantial obstruction of a vista or scenic view from a public viewing area as identified in the community plan?
- |     |                          |                          |                                     |                          |
|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The implementation of the proposed Uptown CPU and associated discretionary actions would not result in substantial obstruction of public views from view corridors, designated open space areas, public roads, or public parks. The Uptown PEIR concludes public view impacts would be less than significant, and no mitigation would be required.

The project would not have a substantial adverse effect on a scenic vista as the proposed work would be at grade and would not obstruct views. The project is for a restoration of the existing canyon and to create grade control and erosion control to enhance the open space. Potential impacts would be less than significant.

- b) Result in a substantial alteration (e.g. bulk, scale materials or style) to the existing or planned (adopted) character of the area?
- |     |                          |                          |                                     |                          |
|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Uptown PEIR concludes the proposed Uptown CPU would encourage residential and mixed-use development that would be consistent with the existing neighborhood character, and impacts would be less than significant. No mitigation would be required.

The project will add 23 drop structures to slow water velocities, prevent erosion, and reduce the ability for sediment to enter the downstream storm drain system. The drop structures are designed to blend into the landscape, and combined with appropriate plantings, will integrate with the surrounding canyon.

- c) Result in the loss of any distinctive or landmark tree(s), or stand of mature trees as identified in the community plan? LTS

The Uptown PEIR concludes implementation of the Uptown CPU and associated discretionary actions would not result in loss of any distinctive or landmark trees or any stand of mature trees; therefore, no impacts would result.

No distinctive trees or other sensitive biological resources are within the project area; no impact would occur.

- d) Result in a substantial change in the existing landform? LTS

The Uptown PEIR concludes compliance with existing regulations in place would protect steep slope and canyon areas from development. The proposed Uptown CPU includes policies that would protect and preserve existing landforms (i.e., canyons and open space areas). In addition, future development would be evaluated to ensure compliance with the City's grading ordinance and significance thresholds related to grading quantities. Therefore, impacts would be less than significant and no mitigation would be required.

See II. a) and b). Impacts would be less than significant.

- e) Create substantial light or glare which would adversely affect daytime or nighttime views in the area? LTS

The Uptown PEIR concludes that impacts relative to lighting and glare would be less than significant. No mitigation would be required.

The project does not include any new or modified light sources such as new or replacement streetlights, and the project would not utilize highly reflective materials. 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.

### III. TRANSPORTATION AND CIRCULATION – Would the project?

- a) Result in an increase in projected traffic, which is substantial in relation to the existing traffic load and capacity of the street system including roadway segments, intersections, freeway segments, interchanges, or freeway ramps? SU

The Uptown CPU would result in cumulative impacts to intersections, roadway segments, freeway segments and ramp meters, and mitigation measures at such facilities were identified to reduce significant impacts. However, the project does not propose a cumulatively considerable increase in projected traffic.

All discretionary approvals require projects to be assessed per the City's CEQA significance thresholds for vehicle miles travelled (VMT). CEQA Guidelines Section 15064.3, subdivision (a), states, "For the purposes of this section, 'vehicle miles traveled' refers to the amount and distance of automobile travel attributable to a project." During project construction, heavy trucks would be used that would not meet the definition of the term "automobile." Here, the term "automobile" refers to on-road passenger vehicles, specifically cars and light trucks. During operation minimal automobile trips would be generated from infrequent maintenance or repair activities. The project is a small project that will result in less than 300 daily trips during project operation, and per the City's Transportation Study Manual (TSM), the project is not required to perform a transportation VMT analysis or Local Mobility Analysis. Impacts from VMT and LMA are presumed to be less than significant and no mitigation is required.

- b) Conflict with adopted policies, plans, or programs supporting alternative transportation?      LTS

The Uptown PEIR concludes the proposed CPU and associated discretionary actions would support improvements to pedestrian, bicycle, and transit facilities. Thus, the Uptown CPU would have a less than significant impact related to conflicts with adopted policies, plans or programs supporting alternative transportation.

The project is consistent with the Climate Action Plan. The project does not include any physical features that would impede alternative transportation. During construction, access to the canyon floor will be from W. Maple Street and follow the trail in Maple Canyon. A 15-foot (ft) width is assumed to be necessary for temporary access to the main drainage itself from the pre-existing trail, and that the trail will be widened by Phase 1 and left in place in areas to facilitate the necessary access. This temporary access on the trail would be less than significant, would not conflict with any policies, plans, or programs supporting alternative transportation, and no mitigation is required.

IV. AIR QUALITY - Would the project:

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

The Uptown Community Plan Area is located in the San Diego Air Basin (SDAB) and is under the jurisdiction of the San Diego Air Pollution Control District (SDAPCD) and the California Air Resources Board (CARB). The 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 SDAB. The County Regional Air Quality Strategy (RAQS) outlines the SDAPCD's plans and control measures designed to attain the state air quality standards for ozone (O3). 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. The Uptown PEIR concludes emissions associated with the proposed Uptown CPU are accounted for

in the RAQS, and adoption of the proposed Uptown CPU and associated discretionary actions would not conflict with the Regional Air Quality Strategy (RAQS).

The project is located in the SDAB and would not conflict with the RAQS. Installation of the proposed erosion control features and revegetation of the site with natural habitat would not conflict with or obstruct implementation of the RAQS or the State Implementation Plan. The project is consistent with the land use and zoning designations and does not increase density. Therefore, impacts are less than significant.

- b) Result in a violation of any air quality standard or contribute substantially to an existing or projected air quality violation?      LTS

The Uptown PEIR concludes the Uptown CPU would emit fewer pollutants than would occur under the then-adopted Community Plan. Therefore, the air emissions from build-out of the proposed Uptown CPU would not increase air pollutants in the region, would not further increase the frequency of existing violations of federal or state Ambient Air Quality Standards (AAQS), or would not result in new exceedances. Therefore, operational air quality impacts associated with the adoption of the proposed Uptown CPU and associated discretionary actions would be less than significant.

See IV. a).The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the SDAB is in non-attainment under applicable federal or state ambient air quality standards.

- c) Expose sensitive receptors to substantial pollutant concentrations, including toxins?      LTS

The Uptown PEIR concludes the proposed Uptown CPU and associated discretionary actions would not result in any CO hotspots. Additionally, carcinogenic risks associated with diesel fueled vehicles operating on local freeways would be less than the applicable threshold, and non-carcinogenic risks from diesel particulate matter would be below the maximum chronic hazard index. Thus, air quality impacts to sensitive receptors would be less than significant and no mitigation is required.

The project is within a canyon and would not have a significant impact on sensitive receptors for air quality. The project will create up to 2.89 acres of jurisdictional streambed and riparian habitat. Best Management Practices (BMPs) would be implemented as a with the commencement of grading activities, as a condition of the National

Pollutant Discharge Elimination System Construction Activity Stormwater Permit, which include sediment (dust) controls at the site. Therefore, impacts would be less than significant.

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

The proposed Uptown CPU and associated discretionary actions does not propose land uses associated with generation of adverse odors. The Uptown PEIR concludes no mitigation is required.

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

V. GREENHOUSE GAS EMISSIONS – Would the project:

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

In December 2015, the City adopted a Climate Action Plan (CAP) for the reduction of GHG emissions in accordance with CEQA Guidelines Section 15183.5. A CAP 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. Thus, the proposed Uptown CPU and associated discretionary actions would be consistent with the Climate Action Plan (CAP) and would result in a less than significant impact related to GHG emissions.

The applicant submitted an approved CAP Checklist, and the project has been determined to be consistent with the CAP, would result in a less than significant impact on the environment with respect to Greenhouse Gas (GHG) Emissions, and further GHG analysis and mitigation would not be required.

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

The proposed Uptown CPU would implement the General Plan’s City of Villages Strategy and include policies for the promotion of walkability and bicycle use, polices promoting transit-supportive development, and thus, is consistent with the CAP and the General Plan. Impacts related to conflicts with applicable plans and policies addressing GHG emissions would be less than significant and no mitigation is required.

See V. a). No conflict with the Climate Action Plan would occur.

VI. NOISE – Would the project:

- a) Result in or create a significant increase in the existing ambient noise level? SU / LTS

The Uptown PEIR concludes that an increase in ambient vehicular traffic noise in the Uptown CPU area would result from continued build-out of the proposed Uptown CPU and associated discretionary actions and increases in traffic due to regional growth associated with ministerial projects. Exterior noise impacts for ministerial projects located in areas that exceed the applicable land use and noise compatibility level would be significant and unavoidable. The Uptown PEIR concludes that noise impacts to new discretionary projects would be less than significant.

The proposed project is discretionary and would not result in the generation of operational noise levels in excess of existing standards or existing ambient noise levels in the vicinity of the project. Impacts would be less than significant.

- b) Result in an exposure of people to current or future transportation noise levels which exceed standards established in the Noise Element of the General Plan? LTS

Noise compatibility impacts associated with future discretionary projects implemented in accordance with the proposed Uptown CPU and associated discretionary actions would be less than significant with implementation of existing regulations and noise standards.

The project is discretionary and in an open space canyon. It will not increase density or generate substantial trips through any operations or maintenance that would result in exposure of people to transportation noise that exceeds the standards in the Noise Element.

- c) Result in the exposure of people to noise levels which exceed property line limits established in the Noise Abatement and Control Ordinance of the Municipal Code? LTS

The Uptown PEIR concludes City policies and regulations would control noise and reduce noise impacts between various land uses. In addition, enforcement of the federal, state, and local noise regulations would control impacts. With implementation of these policies and enforcement of the Noise Abatement and Control Ordinance of the Municipal Code, impacts would be less than significant and no mitigation is required at the program level.

The project would result in construction noise, but would be temporary in nature; in addition, the project is required to comply with the SDMC, Chapter 5, Article 9.5, (§59.5.0404 Construction Noise). This section specifies that it is unlawful for any person, between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on legal holidays (with exception of Columbus Day and Washington’s Birthday), or on Sundays, to erect, construct, demolish,



excavate for, alter or repair any building or structure in such a manner as to create disturbing, excessive or offensive noise. In addition, the project would be required to conduct any construction activity so as to not cause, at or beyond the property lines of any property zoned residential, an average sound level greater than 75 decibels during the 12-hour period from 7:00 a.m. to 7:00 p.m. Noise impacts would be less than significant.

- d) Result in the exposure of people to significant temporary construction noise? SU

Due to the highly developed nature of the CPU area with sensitive receivers potentially located in proximity to construction sites, there is a potential for construction of future projects to expose existing sensitive land use to significant noise levels. The Uptown PEIR determines impacts related to construction noise are significant and unavoidable; that pile driving within 95 feet of existing structures would result in potentially significant and unavoidable impacts; and that operational vibration impacts could occur as a result of commercial operation would result in less than significant impacts.

See also VI. c).The proposed project is within a canyon away from sensitive receptors and would not include pile driving or commercial operation. The project would comply with SDMC section 59.5.0404. Pursuant to the City's Standard Specifications For Public Works Construction 2018 Edition ("Whitebook"), public notices shall be posted around the site perimeter that provides a contact regarding noise issues. Impacts would be less than significant and no mitigation is required.

VII. HISTORICAL RESOURCES - Would the project:

- a) Result in an alteration, including the adverse physical or aesthetic effects and/or the destruction of a historic building (including an architecturally significant building), structure, object, or site? SU

The Uptown PEIR concludes implementation of the proposed Uptown CPU and associated discretionary actions could result in an alteration of a historic building, structure, object, or site. This impact would be potentially significant. Mitigation would consist of determining potential historical significance of any building or structures over 45 years of age, none of which exist on site.

The Waldo D. Waterman Monument is listed as San Diego Historical Resources Board (HRB) Site #106 and is located outside of the project impact area and would not be affected by the project. No potentially historical resources that were identified in the Uptown Community Plan Area Historic Resources Survey Report would be impacted by the project. No impact would occur and no mitigation is required with regard to built environment resources.

b) Result in a substantial adverse change in the significance of a prehistoric archaeological resource, a religious or sacred use site, or the disturbance of any human remains, including those interred outside of formal cemeteries?

SU





The Uptown PEIR concludes implementation of the proposed Uptown CPU and associated discretionary actions could adversely impact a prehistoric archeological resource including religious or sacred use sites and human remains. This impact would be potentially significant.

DSD Qualified archaeologist staff reviewed the "Historical Resources Survey (HRS) for the Maple Canyon Storm Drain Repair Project" prepared by RECON February 19, 2018. Staff agrees with the conclusion that, based on a records search and a field survey by a qualified archaeologist and Native American observer, the possibility of significant historical resources being present within the proposed project is considered low. The report recommended no further cultural resources work and stated that construction monitoring is not recommended.

VIII. BIOLOGICAL RESOURCES - Would the project:

a) Result in a substantial adverse impact, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in the MSCP or other local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS)?

LTS





The Uptown PEIR concludes that based on the lack of sensitive species anticipated to occur in the developable areas of the CPU area in addition to the regulatory framework in place that protects sensitive species (ESL Regulations, MSCP), impacts to wildlife species would be less than significant and no mitigation would be required.

A Biological Resources Technical Report (BRTR) for the Maple Canyon Restoration Phase 2 Project revised April 9, 2021 was prepared by Tierra Data Inc. for the project. A Cooper's hawk was detected in the survey area and a Yellow-breasted Chat has a moderate potential to occur on site. The project incorporates standard regulatory processes and procedures, as well as project features, that avoid and minimize impacts to biological resources. In compliance with the Conditions for Coverage of the Cooper's Hawk (City 1997), if a pair nest on site or within 300 ft of the property boundary, construction would need to be suspended until the young have fledged, unless it can be demonstrated by an experienced ornithologist that the proposed activity would not have an effect on the birds. The project would be required to adhere to section 802 of the City's Whitebook (2018), "Native Habitat Protection, Installation, Maintenance, and Monitoring," which requires that if removal of habitat in the proposed area of disturbance must occur during the breeding season, a Qualified Biologist or City representative shall conduct a pre-construction survey to determine the presence or absence of nesting birds on the proposed area of disturbance.

The pre-construction (precon) survey shall be conducted within 10 Working Days prior to the start of construction activities.

In addition, no sensitive plant species exist on site. Therefore, potential impacts to sensitive species would be less than significant.

- |   |     |                          |                          |                                     |                          |
|---|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>b) Result in a substantial adverse impact on any Tier I Habitats, Tier II Habitats, Tier IIIA Habitats, or Tier IIIB Habitats, as identified in the Biology Guidelines of the Land Development Manual, or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?</p> | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Uptown PEIR concludes implementation of the proposed Uptown CPU and associated discretionary actions would result in land use changes that would affect primarily developed areas. The potential for sensitive plant species to occur is low due to the extent of development that has taken place within the CPU area and along the urban- canyon interface. Impacts to sensitive plant species would be less than significant and no mitigation would be required.

Per the BRTR, the project would impact a total of 3.08 acres, of which 0.041 was previously impacted and mitigated by Maple Canyon Restoration Phase 1 under Project No. 517439. Impacts would occur to .001 acre of Coast Live Oak Woodland, .07 acre of Diegan Coastal Sage Scrub (DCSS), 0.28 acre of Non-native grassland (NNG), and 2.31 acre of Tier IV habitats as a result of the Phase II project. Per City Guidelines, impacts to Tier IV habitats are not significant, impacts to NNG for restoration purposes are not considered significant, and impacts to less than 0.10 acre of DCSS is considered de minimis and also does not require mitigation (City 2018). The project’s potential impacts are below a level of significance, and no mitigation is required.

- |  |     |                          |                          |                                     |                          |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>c) Result in a substantial adverse impact on wetlands (including, but not limited to, marsh, vernal pool, riparian, etc.) through direct removal, filling, hydrological interruption, or other means?</p> | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

No wetland habitats were identified in the Uptown PEIR; thus, impacts to wetlands were determined to be less than significant and no mitigation would be required.

However, restoration activities may occur within jurisdictional areas that require approvals from the USACE, RWQCB, and CDFW, such as notification for the use of a Clean Water Act (CWA) Section 404 Nationwide Permit 27, certification under CWA Section 401 Water Quality by the RWQCB, and a CFG Code Section 1602 Lake and Streambed Alteration Agreement. Biological monitoring by the Qualified Biologist throughout restoration project implementation will ensure conformance with City, state, and federal regulations, and the proposed Project is in

compliance with the conditions of all approvals. Through compliance with regulations and approvals, securing needed agency permits, and implementation of the restoration plans, no additional measures are needed and impacts from the proposed restoration project to biological resources would be below a level of significance.

- 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, including linkages identified in the MSCP Plan, or impede the use of native wildlife nursery sites?
- LTS

The proposed MHPA boundary line correction analyzed in the Uptown PEIR would increase the amount of protected open space in canyons, which would be beneficial for wildlife movement in canyon areas. Thus, no impact to wildlife corridors would occur. Additionally, impacts to migratory birds would be avoided through compliance with the Migratory Bird Treaty Act (MBTA) and protections afforded to lands within and adjacent to MHPA lands. Development on lands adjacent to MHPA lands would be required to avoid impacts to wildlife nursery sites in adjacent habitat areas. Thus, with the existing regulatory framework in place, potential impacts to wildlife nursery sites would be less than significant.

The project is within open space and during construction, could temporarily limit the movement of native species. The presence of raptors and parrots during the survey indicate that the canyon is connected to other habitat areas in the San Diego area. There is no expectation that the canyon acts as a regional corridor however, though larger mammals such as coyotes (*Canis latrans*) can pass through developed areas or very constrained connections, few other animals could pass from Maple Canyon to other canyon or Balboa Park. The canyon may provide resources and act as a stepping-stone for birds passing through this portion of San Diego, but birds and insects can fly from this area to other canyons or open space. Therefore, the project would not impact established wildlife corridors including those identified in the MSCP or impede the use of native wildlife nursery sites.

- e) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or State habitat conservation plan or local policy protecting biological resources, either within the MSCP plan area or in the surrounding region?
- LTS

The Uptown PEIR concludes compliance with the City's MHPA Land Adjacency Guidelines and adherence to the policies in the Conservation Element of the Uptown CPU would reduce potential impacts of the proposed CPU to less than significant.

No MHPA occurs on site, and the nearest MHPA is approximately 0.75 mile of the site. The City's MHPA adjacency guidelines do not apply. No conflict with the MSCP would occur.

IX. GEOLOGIC CONDITIONS – Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, including liquefaction, or landslides? LTS

The Uptown PEIR concludes future development would be required to occur in accordance with the SDMC and California Building Code (CBC). This regulatory framework includes a requirement for site-specific geologic investigations to identify potential geologic hazards or concerns that would need to be addressed during grading and/or construction of a specific development project. Thus, impacts would be less than significant and no mitigation is required.

“Report of Geotechnical Investigation Maple Canyon Restoration Phase 2” was prepared by Allied Geotechnical Engineers and updated September 21, 2020. The project is located within City of San Diego Geologic Hazard Category 52 which is designated as “other level areas, gently sloping to steep terrain with a favorable geologic structure and low geologic risk. There are no known (mapped) active or potentially active faults crossing the project site. The potential for fault ground rupture and ground lurching at the site is considered insignificant. The project site is underlain with dense/stiff formational soils that are considered to have a very low to negligible liquefaction potential. The project site is not located on or below any known (mapped) ancient landslides, and landsliding is not considered a significant risk. There is a slight potential of differential settlement in the man-made fills in the canyon bottom; however, the project proposes no habitable structures in this area, and the project would not create a substantial risk to life or property.

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

The Uptown PEIR concludes that adherence to the SDMC grading regulations and construction requirements and implementation of the recommendations and standards of the City's Geotechnical Study Requirements would preclude significant impacts related to erosion or loss of topsoil. Thus, impacts would be less than significant and no mitigation is required.

Many areas of the canyon have existing steep slopes on the order of 1.5: 1, with some slopes steeper. This proposed design provides a smooth transition into the existing topography, reduces the height of the cut slope, and reduces the impacts to the steep canyon slopes and sensitive habitat. All disturbed areas would be revegetated with appropriate non-invasive, low water use, container plants and a hydroseed mix to control erosion. Additionally, appropriate Best Management Practices would be utilized during project construction to prevent soil erosion. The project would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant.

- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?
- LTS

See IX. a). With compliance with the CBC and SDMC, the Uptown PEIR concludes geologic instability impacts associated with future development within the Uptown CPU area would be less than significant.

The project site is underlain by competent geologic units which are not considered susceptible to seismic-induced lateral spreading. A global slope stability analysis of the proposed slope construction for the Maple Canyon Restoration Project was performed by Allied Geotechnical Engineers August 2020. The analysis anticipates that the cut slopes will be constructed primarily into the San Diego Formation which is considered stable, and the proposed slope configuration was considered stable under both static and dynamic loading conditions. Therefore, impacts with respect to soil stability are considered less than significant.

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

The Uptown PEIR concludes that by implementing recommendations included in applicable site-specific geotechnical investigations required under the CBC and SDMC, potential impacts associated with expansive soils would be less than significant.

The on-site materials are considered non-expansive or have a low expansion potential. The project proposes no habitable structures in this area, and the project would not create a substantial risk to life or property.

X. PALEONTOLOGICAL RESOURCES – Would the project:

- a) Result in development that requires over 1,000 cubic yards of excavation in a high resource potential geologic deposit/formation/rock unit or over 2,000 cubic yards of excavation in a moderate resource potential geologic deposit/formation/rock unit?
- LTSM

Because of high sensitivity for paleontological resources within the San Diego, Pomerado Conglomerate, and Mission Valley Formations, the Uptown PEIR concludes that grading into these formations could potentially destroy fossil resources. Therefore, implementation of future discretionary and ministerial projects within the proposed Uptown CPU area within these formations has the potential to result in significant impacts to paleontological resources. For discretionary projects, the Uptown PEIR concludes impacts would be less than significant with mitigation, and that mitigation monitoring is required for development projects that are subject to environmental review that exceed the CEQA Significance Thresholds.

The project site is underlain by the San Diego geological deposit/formation/rock unit as indicated by the project's geotechnical investigation (Report of Geotechnical Investigation Maple Canyon Restoration Phase 1, Allied Geotechnical Engineers, Inc., August 19, 2014) and City of the City of San Diego La Jolla Quadrangle geologic map. The City of San Diego Land Development Manual General Grading Guidelines for Paleontological Resources indicate that the San Diego Formation has a high potential for the discovery of paleontological resources. In addition, there are recorded fossil recovery sites in the San Diego Formation in the vicinity of the project site as shown on City of San Diego Paleontological Resource Maps, located in the DSD Geology Library. Per the project's application, the project anticipates export of 320 CY which is less than the screening criteria for analyzing potential impacts to paleontological resources in accordance with the PEIR, and no mitigation or monitoring would be required.

However, subsequent to the certification of the Uptown PEIR, the SDMC was updated with respect to monitoring requirements. Section 142.0501 (Paleontological Resources Requirements for Grading Activities) requires paleontological monitoring for grading that involves 1,000 cubic yards or greater and 10 feet or greater in depth, in a High Resource Potential Geologic Deposit/Formation/Rock Unit, grading on a fossil recovery site, or within 100 feet of the mapped location of a fossil recovery site, regardless of the volume of excavation.

Since this project is located within 100 feet of the mapped location of a fossil recovery site, paleontological monitoring will be required by the SDMC during project grading. Impacts are less than significant, and no mitigation measures are required.

XI. HYDROLOGY AND WATER QUALITY - Would the project:

- |  |     |                          |                          |                                     |                          |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Result in flooding due to an increase in impervious surfaces, changes in absorptions rates, drainage patterns, or the rate of surface runoff? | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Uptown PEIR indicates all development is subject to drainage and floodplain regulations in the SDMC and would be required to adhere to the City's Drainage Design Manual and Storm Water Standards Manual. The volume and rate of overall surface runoff within the proposed Uptown CPU and associated discretionary actions would either remain the same as the existing condition or would be reduced when compared to the existing condition. Impacts would be less than significant and mitigation is not required.

The Hydraulic Study (Rick Engineering Company 2020) concludes that the channel restoration design will provide a hydraulically stable channel, while restoring the eroded channel bottom and preserving the natural aesthetics and environmental value. The analysis shows an overall decrease in flow depths and flow velocities along much of the channel length. Slight increases are due to the restoration of eroded and scoured areas and the removal of invasive vegetation. The implementation of drop structures along with cobble provide a reduction in flow velocities which will allow for better establishment of native vegetation.

- |  |     |                          |                          |                                     |                          |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Result in an increase in pollutant discharge to receiving waters and increase discharge of identified pollutants to an already impaired water body? | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Uptown PEIR concludes the implementation of low impact design and storm water BMPs would reduce the amount of pollutants transported from Uptown to receiving waters. Future development would also adhere to the requirements of the MS4 permit for the San Diego Region and the City's Storm Water Standards Manual, water quality conditions, both surface and groundwater, are not expected to have an adverse effect on water quality. Impacts would be less than significant and no mitigation would be required.

Potential impacts to existing water quality standards associated with the proposed project would include minimal short-term construction-related erosion sedimentation but would not include any long term operational storm water impacts. The project would be required to comply with the City's Storm Water Standards Manual. Per the submitted Storm Water Requirements Applicability Checklist, the project is subject to California's statewide General NPDES permit for Storm Water Discharges Associated with Construction Activities, also known as the State Construction General Permit (CGP), and a Storm Water Pollution Prevention Plan (SWPPP) is required prior to construction of the project. Engineers from Engineering and Capital Projects would be responsible for compliance with all storm water regulations. The proposed project would not violate any existing water quality standards or discharge requirements, and no impact would occur.

c) Deplete groundwater supplies, degrade groundwater quality, or interfere with groundwater recharge?	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The Uptown PEIR concludes that storm water regulations encourage infiltration of storm water runoff and protection of ground water quality. Thus, implementation of the proposed Uptown CPU and associated discretionary actions would result in a less than significant impact on groundwater supply and quality.

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge. The project would slow water velocities and increase the acreage of wetlands in the canyon. Therefore, no impact would occur.

XII. PUBLIC SERVICES AND FACILITIES – Would the project:

a) Promote growth patterns resulting in the need for and/or provision of new or physically altered public facilities (including police protection, parks or recreational facilities, fire/life safety protection, libraries, schools, or maintenance of public facilities including roads), the construction of which could cause significant environmental impacts in order to maintain service ratios, response times, or other performance objectives?					
i) Police Protection	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Parks and Recreation	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Fire/Life Safety Protection	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Libraries	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Schools	LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>



The Uptown PEIR concludes impacts to police protection, parks and recreation, fire/life safety protection, libraries, schools, and maintenance of public facilities would be less than significant. As population growth occurs and the need for new facilities is identified, any future construction of police facilities would be subject to a separate environmental review at the time design plans are available. Regarding park and recreational facilities, there is an existing and projected deficit in population based parks, which is an adverse impact, but not considered significant at the program level. Implementation of the proposed Uptown CPU and associated discretionary actions would provide policy support for increasing the acreage of population based parks in the CPU area but does not propose construction of new facilities. Regarding fire-rescue and libraries, any expansion construction of existing facilities or the development of a new facility would be subject to separate environmental review at the time design plans are available. Regarding school facilities, future residential development that occurs in accordance with the proposed Uptown CPU and associated discretionary actions would be required to pay school fees as outlined in Government Code Section 65995, Education Code Section 53080, and Senate Bill 50 to mitigate any potential impact on district schools, and the school district would be responsible for potential expansion or development of new facilities. Therefore, impacts to schools would be less than significant, and no mitigation is required.

The project would not promote growth or increase density that would result in a new need for new or physically altered public facilities including police protection, parks or recreational facilities, fire/life safety protection, libraries, or schools. The project is located in an open space park and has been reviewed by Parks and Recreation staff, and no additional facilities are required. Maintenance of installed check dam structures will be performed by Storm Water Department. No impact would occur.

XIII. PUBLIC UTILITIES SYSTEMS – Would the project:

- |  |     |                          |                          |                          |                                     |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Use excessive amounts of water beyond projected available supplies? | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

Based on the findings of the Water Supply Assessment (WSA) for the Uptown PEIR, there is sufficient water supply to serve existing and projected demands of the proposed Uptown CPU and associated discretionary actions, and future water demands within the Public Utilities Department's (PUD's) service area in normal and dry year forecasts during a 20-year projection. Therefore, no significant impacts to water supply are anticipated for the implementation of the CPU.

The project would not use excessive water that would impact water systems or require expanded water facilities. Temporary irrigation will be removed after the restoration is considered self-sustaining. No impact would occur.

- |   |     |                          |                          |                                     |                          |
|---|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Promote growth patterns resulting in the need for and/or provision of new or physically altered utilities, the construction of which could cause significant environmental impacts in order to maintain service ratios, or other performance objectives? | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|-----|--------------------------|--------------------------|-------------------------------------|--------------------------|

The Uptown PEIR concludes project-specific review under CEQA and storm water regulations in place at the time future projects are proposed would assure that significant adverse effect to the City's storm water system, as well as significant impacts associated with the installation of storm water infrastructure, would be avoided. Improvements to water, wastewater, and water infrastructure would be standard practice for new development to maintain or improve the existing system in adherence to sewer and water regulations and conformance with General Plan and proposed Uptown CPU policies. Given the number of private utility providers available to serve the proposed Uptown CPU area there is capacity to serve the area. Therefore, impacts to storm water, sewer, water, and communications utilities would be less than significant.

While construction of the proposed project is within a storm water drainage facility, it would not require the construction or new or expanded drainage facilities beyond the project. The project would reduce erosion within Maple Canyon and stabilize hydrologic flows. Temporary irrigation would be installed and removed upon establishment of the revegetated project area, and no significant impact would occur as a result. No new or expanded sewer, water, or communication utilities are required.

- c) Result in impacts to solid waste management, including the need for construction of new solid waste landfills; or result in a land use plan that would not promote the achievement of a 75 percent waste diversion as targeted in AB 341 and the City's Climate Action Plan?
 

LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The Uptown PEIR indicates a Waste Management Plan (WMP) shall be prepared for any project proposed under the proposed Uptown CPU and associated discretionary actions exceeding the threshold of 40,000 square feet or more. Future projects would comply with SDMC sections addressing construction and demolition debris, waste and recyclable materials storage, and recyclable materials (and in the future organic materials) collection. At the program level of review, the Uptown CPU and associated discretionary actions would not require increased landfill capacity, and impacts associated with solid waste would be less than significant.

The project does not exceed the City's threshold for impacts regarding solid waste and would comply with applicable statutes and regulations regarding solid waste.

XIV. HEALTH AND SAFETY - Would the project:

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

LTS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The Uptown CPU contains goals and policies to be implemented by the City's Fire-Rescue Department, and through land use compatibility, training, sustainable development, and other measures, these goals and policies are aimed at reducing the risk of wildland fires. Future development would be subject to conditions of approval that require

adherence to the City's Brush Management Regulations and requirements of the California Fire Code. As such, impacts relative to wildland fire hazard would be less than significant.

The proposed project would be located within a natural canyon. Revegetation of the disturbed canyon areas will be completed in accordance with the Brush Management Regulations of the SDMC which would reduce potential impacts to a less than significant level.

- b) Result in hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter mile of an existing or proposed school?
 

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

The proposed Uptown CPU and associated discretionary actions would not result in hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within a quarter-mile of and existing or proposed school. Impacts to schools would be less than significant. No mitigation is required.

Construction of the project may require the use of hazardous materials (e.g. fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. In the event that construction activities encounter underground contamination, the contractor would be required to implement section 803 from the City of San Diego Whitebook, "Encountering or Releasing Hazardous Substances or Petroleum Products." The Whitebook is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state, and federal regulations. Impacts would remain less than significant.

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

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

The proposed Uptown CPU would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan; therefore, impacts are less than significant, and no mitigation would be required.

Construction of the proposed project may temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. An approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with and adopted emergency response plan or emergency evacuation plan, and no impact would occur.

- 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, creates a significant
 

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

hazard to the public or environment?

Although there are Leaking Underground Storage Tank (LUST) and Cleanup Program sites within the Uptown community, the Uptown PEIR concludes local, State, and Federal regulations and programs in places minimize the risk to sensitive receptors on or adjacent to hazardous materials sites. Adherence to these regulations would result in less than significant impacts relative to hazardous materials sites and no mitigation is required.

The State Water Resources Control Board GeoTracker website indicates that construction of the project would not impact any cleanup sites, underground storage tanks, or hazardous waste sites, as no sites are located directly within the project area. No hazardous sites compiled pursuant to 65962.5 exist in the project area.

- |   |     |                          |                          |                          |                                     |
|---|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Expose people or structures to a significant risk of loss, injury, or death from off-airport aircraft operational accidents? | LTS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|-----|--------------------------|--------------------------|--------------------------|-------------------------------------|

The Uptown PEIR concludes impacts relative to safety hazards related to being located within an Airport Influence Area are less than significant, and no mitigation is required.

Portions of the project alignment are within the Airport Influence Area of the San Diego International Airport Land Use Compatibility Plan. Since the proposed project involves erosion control, bank stabilization, and wetland habitat restoration, it would not introduce any new features that would result in a safety hazard for people residing or working in the area or exacerbate hazards from airport operations. The project site is not within proximity of a private airstrip. No impact would occur.

## REFERENCES

City of San Diego, Final Program Environmental Impact Report for the Uptown Community Plan Update, Project No. 380611, SCH No. 2016061023, September 2016

### **I. Land Use and Planning**

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

### **II. Visual Effects and Neighborhood Character**

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plans: Uptown Community Plan

### **III. Transportation / Circulation**

- City of San Diego General Plan
- Community Plan: Uptown
- San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG
- San Diego Region Weekday Traffic Volumes, SANDAG
- City of San Diego Transportation Study Manual, September 2020
- Site Specific Report:

### **IV. Air Quality**

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

### **V. Greenhouse Gas Emissions & Energy**

- Site Specific Report:  
Climate Action Plan Consistency Checklist for the Maple Canyon Restoration – Phase II,  
prepared by William Meredith, City of San Diego

### **VI. Noise**

- City of San Diego General Plan
- Community Plan
- San Diego International Airport - Lindbergh 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:

### **VII. 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:  
Historical Resources Survey for Maple Canyon Storm Drain Repair Project, San Diego, California by Recon dated February 19, 2018.

**VIII. 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:  
Biological Resources Technical Report for the Maple Canyon Restoration Phase 2 Project (WBS# 12040), San Diego, California, Prepared by Tierra Data, Inc., April 9, 2021.  
City of San Diego Maple Canyon – Restoration Phases 1 and 2, Jurisdictional Delineation Report, Prepared by Tierra Data, Inc, Revised March 31, 2021.  
City of San Diego Maple Canyon – Restoration Phases 1 and 2, Jurisdictional Delineation Report, Prepared by Tierra Data, Inc, Revised March 31, 2021.

**IX. 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:  
City of San Diego CE Deviation Form 201901, Completed by Elham Lotfi July 7, 2021  
Slope Stability Analysis Maple Canyon Restoration Phase 2 Project by Allied Geotechnical Engineers August 18, 2020  
Report of Geotechnical Investigation Maple Canyon Restoration Phase 2 by Allied Geotechnical Engineers, updated September 21, 2020

**X. 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:

**XI. Hydrology/Drainage/Water Quality**

- Flood Insurance Rate Map (FIRM)
- Federal Emergency Management Agency (FEMA), National Flood Insurance Program-Flood Boundary and Floodway Map
- Clean Water Act Section 303(b) list, [http://www.swrcb.ca.gov/tmdl/303d\\_lists.html](http://www.swrcb.ca.gov/tmdl/303d_lists.html)
- Site Specific Report:  
Hydraulic Study for Maple Canyon Restoration Phase II 60% Design Submittal, by Rick Engineering Company, September 24, 2020

**XII. Public Services and Facilities**

- City of San Diego General Plan
- Community Plan

**XIII. Public Utilities Systems**

- Site Specific Report:

**XIV. Health and Safety**

- 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:

**APPENDIX B**  
**FIRE HYDRANT METER PROGRAM**



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

1. **PURPOSE**

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

2. **AUTHORITY**

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

**Reference**

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

3. **DEFINITIONS**

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

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

4. **POLICY**

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

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

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

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

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

#### 4.7 Relocation of Existing Fire Hydrant Meters

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

#### 4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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



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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.

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

**Water Department Director**

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

#### APPENDIX

**Administering Division:** Customer Support Division

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

**Distribution:** DI Manual Holders



# Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

## Meter Information

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

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

## Company Information

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

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

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

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

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

**Note:**

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

Date

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

Subject:           Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

## **APPENDIX C**

### **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

## **MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE**

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

**APPENDIX D**

**SAMPLE CITY INVOICE WITH CASH FLOW FORECAST**





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												

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



# Engineering & Capital Projects

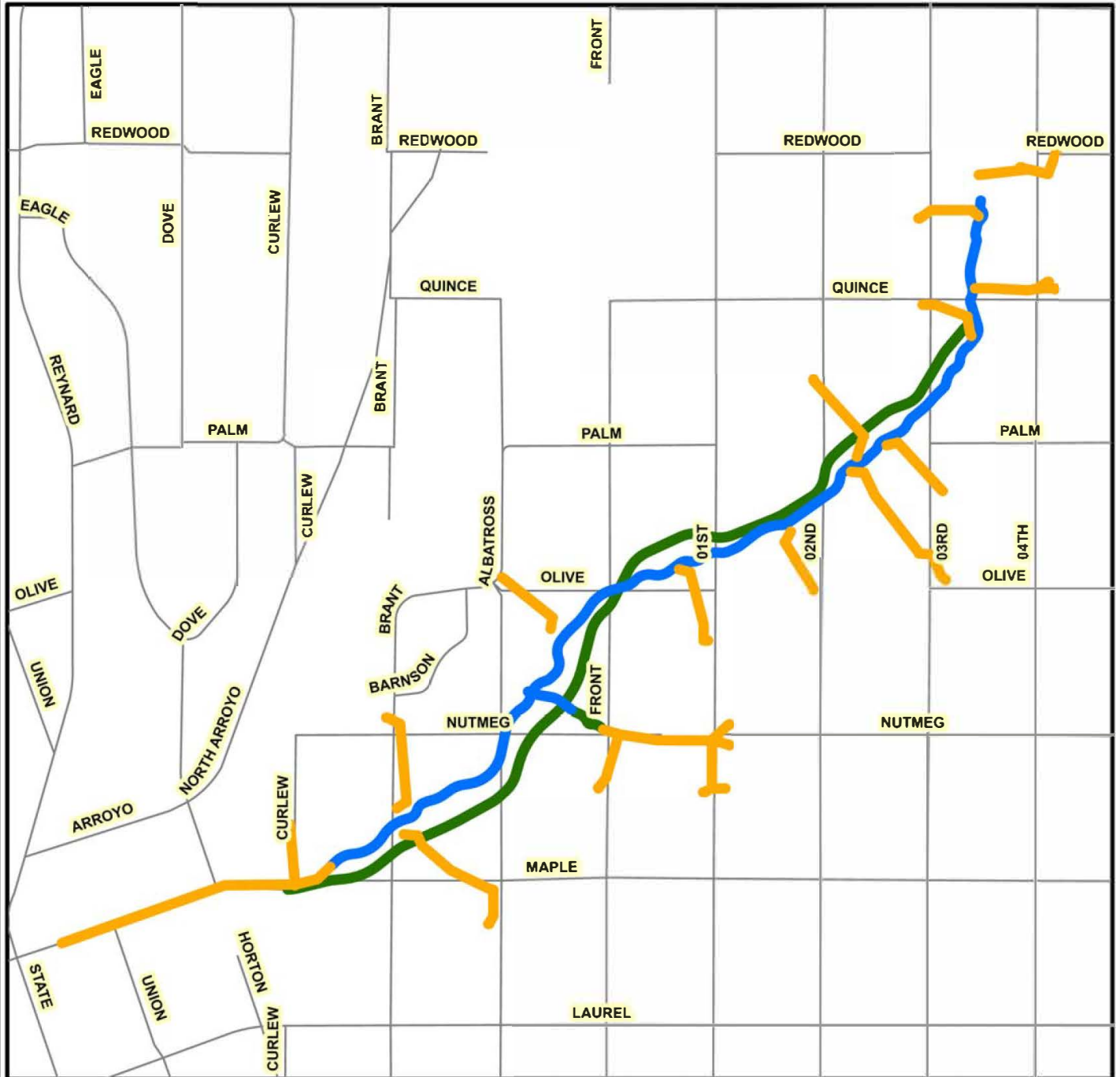
## MAPLE CANYON RESTORATION PHASES 1 & 2

SENIOR ENGINEER  
ELHAM LOTFI  
619-533-5212

PROJECT MANAGER  
WILL MEREDITH  
619-533-5418

PROJECT ENGINEER  
DANIEL YELSITS  
619-533-5215

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



### Legend

- Proposed Storm Drain (Phase 1)
- Channel (Phase 2)
- Maple Canyon Trail



COMMUNITY NAME: UPTOWN

COUNCIL DISTRICT: 3

WBS NO: B-12040

Date: 3/19/2021



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Maple Canyon Restoration - Phases 1 & 2  
Bid No. K-23-2030-DBB-3

Federal Aid Project No./EDA Award No. 114089/07-79-07563

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**APPENDIX F**  
**ADJACENT PROJECT MAP**

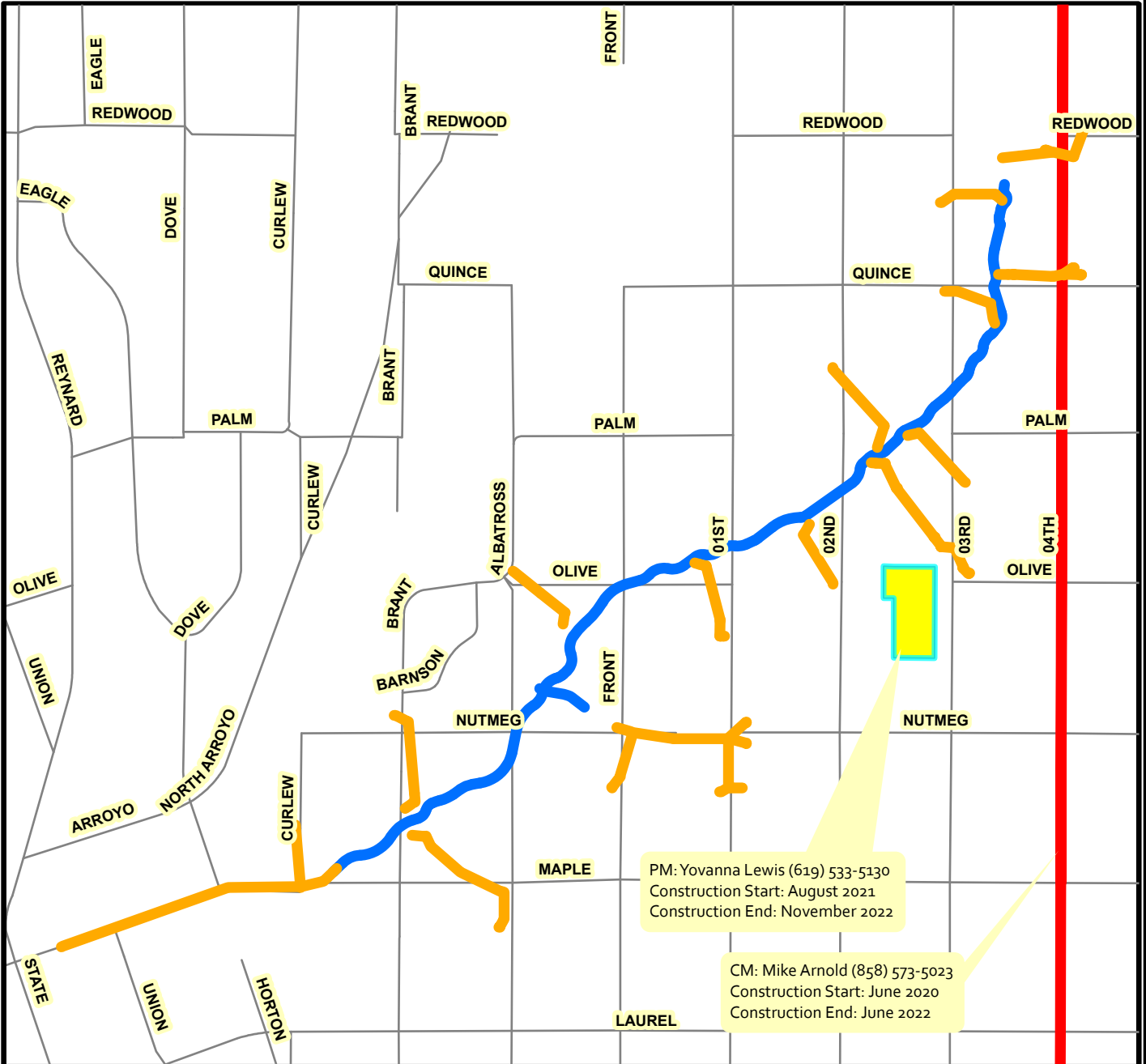
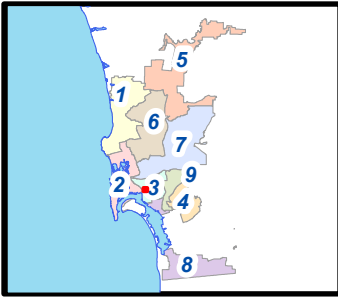
**MAPLE CANYON RESTORATION PHASES 1 & 2**  
**ADJACENT PROJECT MAP**

SENIOR ENGINEER  
ELHAM LOTFI  
619-533-5212

PROJECT MANAGER  
WILL MEREDITH  
619-533-5418

PROJECT ENGINEER  
DANIEL YELSITS  
619-533-5215

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



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## APPENDIX G

### SAMPLE CONTRACTOR'S DAILY QUALITY CONTROL INSPECTION REPORT

City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Ambient Temperature (Start of Work): \_\_\_\_\_ Time: \_\_\_\_\_

Environmental Considerations: \_\_\_\_\_

Locations (Address Range/Cross Streets):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Approved Mix Design: \_\_\_\_\_

Material Suppliers: \_\_\_\_\_

RPMS Type(s): \_\_\_\_\_

Slurry Machine #'s: \_\_\_\_\_

Estimated Cure Time (Break) of Slurry: \_\_\_\_\_

Pre-Mix (Per 100 Counts)

Gate Setting/Emulsion %: \_\_\_\_\_

Aggregate Weight: \_\_\_\_\_

Cement % (by weight of aggregate): \_\_\_\_\_

Crumb Rubber % (by volume of cement): \_\_\_\_\_

Machine Inspection

Leaks: \_\_\_\_\_

Sprayers: \_\_\_\_\_

Emulsion Filter: \_\_\_\_\_

Carbon Black: \_\_\_\_\_

Spreader Box Inspection

Cleanliness: \_\_\_\_\_

Augers: \_\_\_\_\_

Rubbers: \_\_\_\_\_

Fabric: \_\_\_\_\_

Runners: \_\_\_\_\_



City of San Diego  
Rubber Polymer Modified Slurry  
**Contractor's Daily Quality Control Inspection Report**

Project Conditions

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Communication to Client/ Resident Engineer

Crack Fill: \_\_\_\_\_

Asphalt Deficiencies: \_\_\_\_\_

Cleanliness: \_\_\_\_\_

Impediments/Other: \_\_\_\_\_

Test Lab

Tech: \_\_\_\_\_ Time on Site: \_\_\_\_\_

Notes

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

QCP Administrator Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**Appendix G**

City of San Diego  
Asphalt Concrete Overlay  
**Contractor's Daily Quality Control Inspection Report**

Project Title: \_\_\_\_\_ Date: \_\_\_\_\_

Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Mix Specification: Attached Supplier: \_\_\_\_\_

Dig out Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Tack Coat Application Rate @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Temperature at Placement @ Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Asphalt Depth @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Compaction Test Result @Locations:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Location and nature of defects:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Remedial and Corrective Actions taken or proposed for Engineer's approval:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Date's City Laboratory representative was present:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Verified the following:

- 1. Proper Storage of Materials & Equipment
- 2. Proper Operation of Equipment
- 3. Adherence to Plans and Specs
- 4. Review of QC Tests
- 5. Safety Inspection

Initials:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Deviations from QCP \_\_\_\_\_ (see attached)

Quality Control Plan Administrator's Signature:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX H**

**MONTHLY DRINKING WATER DISCHARGE MONITORING FORM**

# DRINKING WATER DISCHARGE MONITORING FORM

(Use for All Discharges to the Storm Drain)

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

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

BMPs MUST BE IN PLACE PRIOR TO ANY SCHEDULED DISCHARGE

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

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

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

Instructional Notes found on the Page 2 of 2

Submit completed Form to RE

## Receiving Water Monitoring

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

<b>Event #1</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

<b>Event #2</b>	
1) Go to the location where the discharge enters the receiving water.	
<input type="checkbox"/> Accessible <input type="checkbox"/> Unable to Determine <input type="checkbox"/> No Safe Access	
2) If accessible, take photos and complete the visual monitoring below. If unable to determine, stop here. If no safe access, stop here.	
3) Visual Monitoring: Is the discharge into the receiving water...	
...causing erosion	<input type="checkbox"/> Yes <input type="checkbox"/> No
...carrying floating or suspended matter	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing discoloration	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing and impact to the aquatic life present	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with visible film	<input type="checkbox"/> Yes <input type="checkbox"/> No
...observed with an sheen or coating	<input type="checkbox"/> Yes <input type="checkbox"/> No
...causing potential nuisance conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No
3) If all answers are NO, stop here.	
<b>4) If any answers are YES, Notify the RE immediately for further action</b>	

## Instructional Notes

- 1) Log the location of the inlet or discharge point. For example: Albatross St & 5th Av. Log the start date and time and the end date and time of the discharge.
- 2) Log the discharge category. "Superchlorinated" are discharges where additional chlorine is added in order to adequately disinfect and sanitize drinking water system facilities. This does NOT include potable water containing residual chlorine from the water treatment process. "Large Volume" discharges are greater than 325,850 gallons of total volume for one event. "Well Dev/Rehab" are discharges of potable ground water from a well. This is not typical. If none of these categories apply, then select "Small Volume/Other."
- 3) Notifications of the location, date, time, category, and estimated volume of discharge must be made to the contacts and per the requirements below:

Contact	When to Notify	Email
TSW	3 days prior to all discharges	<a href="mailto:SWPPP@SanDiego.gov">SWPPP@SanDiego.gov</a>
PUD	3 days prior to all discharges	<a href="mailto:CompReports@SanDiego.gov">CompReports@SanDiego.gov</a> <a href="mailto:Rdavenport@SanDiego.gov">Rdavenport@SanDiego.gov</a>
San Diego Water Board	3 days prior to Large Volume discharges	<a href="mailto:SanDiego@WaterBoards.ca.gov">SanDiego@WaterBoards.ca.gov</a> <a href="mailto:Ben.Neill@WaterBoards.ca.gov">Ben.Neill@WaterBoards.ca.gov</a>
County of San Diego	3 days prior if 100,000 gal and within 1/4 mile of ocean/bay	DEH: <a href="mailto:Joseph.Palmer@SDCounty.ca.gov">Joseph.Palmer@SDCounty.ca.gov</a> <a href="mailto:Dominique.Edwards@SDCounty.ca.gov">Dominique.Edwards@SDCounty.ca.gov</a>
	3 days prior if enter county MS4 or unincorporated County	WPP: <a href="mailto:Nicholas.DeValle@SDCounty.ca.gov">Nicholas.DeValle@SDCounty.ca.gov</a> <a href="mailto:LUEG.Watersheds@sdcounty.ca.gov">LUEG.Watersheds@sdcounty.ca.gov</a>

- 4) At a minimum, sweep gutters prior to starting discharge and use dechlorination BMPs. The contractor and RE must monitor and determine if BMPs need to be removed or modified. For example if inlet protection is causing flooding at a storm drain inlet, contractor may elect to remove BMPs. Document any modification to BMPs in the notes
- 5) Total volume must be logged for all discharges. If discharge water is reused for other purposes such as watering a golf course, log that volume under "Reused"
- 6) Sampling is required for categories per the following table:

Category	Measure	Sample Frequency
Superchlorinated	Chlorine, Turbidity, pH	first 10 min, 50-60 min, last 10 min
Large Volume	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Well Dev/Rehab	Chlorine Turbidity	first 10 min, 50-60 min, last 10 min
Small Volume/Other	None required	N/A

- 7) Effluent limitations must be monitored not to exceed per the following table:

Measure	Method	Limit
Chlorine	Field Measure	0.10 mg/L-Cl
Turbidity	Visual Estimate	20 NTU for inland waters
		225 NTU for ocean 100 NTU for wells
pH	Field Measure	6.5 - 8.5

**APPENDIX I**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT PHASE I**

**Phase I**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

This **25-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

**RECITALS**

- A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Maple Canyon Restoration – Phases 1 & 2 (Project), WBS number B-12040, Bid No. K-23-2030-DBB-3**
- B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Maple Canyon Restoration – Phases 1 & 2** (Maintenance Requirements).
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**INTRODUCTORY PROVISIONS**

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2018 GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMA.



**E. Partial Release of Payment Bond and Performance Bond.**

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement (“Construction Phase Work”). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Construction Phase Work has been completed (“Long-term Maintenance Phase Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Construction Phase Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Construction Phase Work on this Contract shall continue in full force and effort for Long-term Maintenance Phase Work, however the value of each bond may be reduced as follows:

  - i. Completion by the Contractor of all Construction Phase Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Construction Phase Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Construction Phase Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Construction Phase Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under the Construction Phase. The remaining payment and performance bond will cover the full cost of the Long-term Maintenance Phase Work on this Project, which will be the amount specified in “Section 4: COMPENSATION” in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Construction Phase Work.

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

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

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

- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.

- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **25** months. A copy of the approval form is attached as **Exhibit B**.

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

1.4.1. **C-27** State Contractor's License.

1.4.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.4.2. Pest Control Advisor's License.

1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.4.3. Registration with the County Agriculture Commission.

1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.4.5. City of San Diego Business License.

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

- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:00 AM to 4:00 PM for areas where there is no traffic control required (within canyon) and are 8:30 AM to 3:30 PM for areas where traffic control is required (within public right of way), Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

## SECTION 2 - ADMINISTRATION

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

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

### **SETION 3: WORK SITE MAINTENANCE**

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTMMA. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

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

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

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The

Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$514,248.00** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
- 4.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
  - 4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
  - 4.3.3. The Contractor has provided a final work summary report to the City.
  - 4.3.4. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.

## SECTION 5: BONDS AND INSURANCE

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

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

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

**5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

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

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

## SECTION 6: MISCELLANEOUS

- 6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.
- 6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.
- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an


amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.

- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.
- 6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

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

Dated this 2nd day of March, **2023**.

THE CITY OF SAN DIEGO

By: 

Claudia C. Abarca  
Director

Purchasing & Contracting Department

I HEREBY CERTIFY I can legally bind **Dick Miller, Inc** and that I have read this entire contract, this 10th day of January, **2023**.

By: 


Printed Name: Glen F Bullock

Title: President

I HEREBY APPROVE the form of the foregoing Contract this

24th day of March of **2023**.

Mara W. Elliott, City Attorney

By: 

Printed Name: Frank Alvin

Deputy City Attorney



## EXHIBIT A

### SCOPE OF WORK

- I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **38321-80-D** through **38321-93-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation Area shall meet the success criteria specified in the Plan at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

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

**III. Method of Performing Work.**

**A. Irrigation.** Irrigation shall be applied to container plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMA.

1. In areas where an irrigation system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
2. All areas not adequately covered by an irrigation system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all pipe, valves, hoses, nozzles, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
  - a) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - b) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - c) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area.
  - a) Repair or replacement includes: irrigation mains (pressure lines and pressure regulators), backflow device, valve covers, boxes and lids, valve sleeves and lids, and quick coupler valves. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. **Removal of Irrigation System.** Upon completion of the long-term maintenance and monitoring period, the Contractor shall be responsible for removal of any temporary irrigation system that is installed as part of the project. This includes, but is not limited to, the removal of piping (above ground or buried), sprinkler heads, irrigation controllers, quick coupler valves, gate valves, backflow preventers, etc. At the discretion of the Resident Engineer, the Contractor may abandon portions of the irrigation system that are buried in lieu of removal, but any portions of the system that are above ground shall be required to be removed.

- B. Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.
- C. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
  2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
  3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.
- Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**
- E. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall

notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.

1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.

**F. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the Project Biologist and the City within 4 Calendar Days of the loss of plant material due to any cause.

1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Project Biologist and the City.
2. If so directed by the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Project Biologist and the City. The City will pay for materials and labor outside of warranty.
3. The Project Biologist may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the Project Biologist determines such replacement should occur, Contractor shall replace the plants as directed by the Project Biologist and the City. The City will pay for materials and labor outside of warranty.

**G. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.

**H. Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor

understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- I. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook.**
- J. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802**

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:** #380201 A B C12

Name of License Holder: Dick Miller Inc

Expiration Date: Dick Miller Inc

**City of San Diego Business License Number:** B2014004558

Expiration Date: 2/28/2023

**APPENDIX J**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT PHASE II**



**Phase II**  
**LONG-TERM MAINTENANCE AND MONITORING AGREEMENT**

This **60-Month Long-Term Maintenance and Monitoring Agreement (LTMMA)** is made and entered into by and between the City of San Diego (City), a municipal corporation, and INSERT NAME OF CONTRACTOR - TO BE IDENTIFIED AFTER AWARD (Contractor), who may be individually or collectively referred to herein as a "Party" or the "Parties."

**RECITALS**

- A.** Concurrent with execution of this LTMMA, the Parties entered into a general contract (Construction Contract) for the construction of **Maple Canyon Restoration – Phases 1 & 2 (Project), WBS number B-12040, Bid No. K-23-2030-DBB-3.**
- B.** In accordance with the Construction Contract, the Contractor shall enter into this LTMMA with the City for the purpose of implementing and fulfilling long-term maintenance requirements in accordance with the City of San Diego Municipal Code and the Contract Documents for the specified elopement(s) of **Maple Canyon Restoration – Phases 1 & 2** (Maintenance Requirements).
- C.** The Contractor is ready and willing to fulfill its maintenance requirements in accordance with the terms of this LTMMA.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**INTRODUCTORY PROVISIONS**

- A. Recitals Incorporated.** The above referenced Recitals are true and correct and are incorporated into this LTMMA by this reference.
- B. Exhibits Incorporated.** All Exhibits and Attachments referenced in this LTMMA are incorporated into this LTMMA by this reference.
- C. Contract Term.** This LTMMA shall be effective upon completion of the Plant Establishment Period (PEP) as described in **Section 6-1.1 of ATTACHMENT E – Supplementary Special Provisions** and **Section 802** of the 2018 GREENBOOK AND WHITEBOOK and it shall be effective until the completion of the Work as described below.
- D. Terms and Conditions.** This LTMMA is subject to the terms and conditions of the Construction Contract included in the 2018 GREENBOOK, WHITEBOOK, and Special Provisions (**Part 0, Part 1, and Part 8**) except as otherwise stated in this LTMMA.

**E. Partial Release of Payment Bond and Performance Bond.**

- 1. Performance of Contract in Two Phases.** There are two separate phases of Work to be performed by the Contractor under this Contract. The first phase covers the Work involved in the original agreement as described in this agreement (“Construction Phase Work”). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Construction Phase Work has been completed (“Long-term Maintenance Phase Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Construction Phase Work on this Contract shall remain in full force and effort until completion of that phase is certified. The original Payment Bond and the original Performance Bond covering Construction Phase Work on this Contract shall continue in full force and effort for Long-term Maintenance Phase Work, however the value of each bond may be reduced as follows:

  - i. Completion by the Contractor of all Construction Phase Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Construction Phase Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Construction Phase Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
  - ii. Upon issuance by the City Engineer of the Notice of Completion for Construction Phase Work, the Payment Bond for this Project, and the Performance Bond for this Project, may be partially released, and thereby reduced for the Work performed under the Construction Phase. The remaining payment and performance bond will cover the full cost of the Long-term Maintenance Phase Work on this Project, which will be the amount specified in “Section 4: COMPENSATION” in Section 4.1 of this LTMMA.
- 3. No Partial Release Upon Default.** No Partial Performance Bond Release and Reduction shall be given to the Contractor if the Performance Bond and/or this Agreement is in default on Construction Phase Work.

## SECTION 1 - MAINTENANCE CONTRACT SUMMARY

- 1.1. General.** The Contractor shall fulfill the Project's Maintenance Requirements (Work) as identified in the scope of work attached as **Exhibit A** in a manner satisfactory to the City.
- The Contractor shall provide all equipment, labor, and materials necessary to perform the **Work** as described in **Exhibit A**, at the direction of the City.
- 1.2. Schedule of Work.** The Contractor shall follow the Schedule of Work (Schedule) for the maintenance and monitoring period provided in the Plans.
- 1.3. Commencement of Work & Maintenance Period.** This LTMMA shall commence when the City approves of the Work of the Plant Establishment Period and sends notice of the approval to the Contractor in accordance with **Part 8, Section 802** of the Construction Contract and shall continue for **60** months. A copy of the approval form is attached as **Exhibit B**.
- 1.4. License.** The Contractor shall hold the following licenses in good standing:
- 1.4.1. **C-27** State Contractor's License. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.
  - 1.4.2. Pest Control Advisor's License.
    - 1.4.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.
  - 1.4.3. Registration with the County Agriculture Commission.
  - 1.4.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.
  - 1.4.5. City of San Diego Business License.
- Prior to performing the Work, the Contractor shall complete and submit to the City the License Data Sheet. **See Exhibit C**.
- 1.5. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday (Working Hours). The City may, in its sole discretion, grant permission to the Contractor to perform Work during non-Working Hours. Maintenance functions that generate excess noise (operations of power equipment which would cause annoyance to area residents for example) shall not begin before 7:00 a.m.

## SECTION 2 - ADMINISTRATION

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

- 2.2. Local Office.** The Contractor shall maintain a local office with a company representative who is authorized to discuss matters pertaining to this LTMMA with the City and shall promptly respond and be available during Normal Working Hours. A local office is one located in San Diego County that can be reached by telephone and facsimile. An answering service in conjunction with a company email address for the designated company representative may fulfill this requirement. A mobile telephone shall not fulfill the requirement for a local office. All calls to the Contractor from the City shall be returned within a 1-hour period.
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- 2.5. Contractor Inspections.** The Contractor shall perform inspections of the Work site and shall prepare and submit to the City a Punchlist and dates of correction. The Punchlist shall include a comprehensive report of Work performed at the Work site to ensure 100% cover.

### **SETION 3: WORK SITE MAINTENANCE**

- 3.1. Use of Chemicals.** The Contractor shall submit to the City for approval sample labels and MSDS for all chemical herbicides, rodenticides, and pesticides proposed for use under this LTRMC. Materials included shall be limited to chemicals approved by the State of California Department of Agriculture.

The use of any chemical shall be based on the recommendations of a licensed pest control advisor. Annual PCA Pesticide Recommendations are required for each pesticide proposed to be used for the Work site covered by this LTMMA. The use of chemicals shall conform to the current San Diego County Department of Agriculture regulations.

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

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

- 3.2. Irrigation Water.** The Contractor shall diligently practice water conservation, including minimizing run-off or other waste. The Contractor shall turn off irrigation systems, if any, during periods of rainfall and at such other times when suspension of irrigation is desirable to conserve water and to remain within the guidelines of good horticultural landscape maintenance practices in accordance with the instructions from the Project Biologist. The

Contractor's failure to properly manage and conserve water may result in deductions from the monthly payment to be made to the Contractor or other penalties under this LTMMA.

If the Contractor causes excessive use or waste of irrigation water, the estimated cost of that water shall be deducted from the monthly payment. Further, any monetary fines or other damages assessed to City for the Contractor's failure to follow water conservation regulations imposed by the City, the Public Utilities Department of the City of San Diego, and, where appropriate, the State of California, the County Water Authority, or other legal entities shall be solely the responsibility of the Contractor and may be deducted from the monthly payment to be made to the Contractor under this LTMMA.

- 3.3. Payment for Water.** The Contractor shall pay for the water used in the maintenance of the Work site and this cost is included in the price of this LTMMA.
- 3.4. Satisfactory Progression.** If the Revegetation/Restoration Area is not progressing towards the required performance criteria, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may accordingly adjust monthly payments to the Contractor.

#### **SECTION 4: COMPENSATION**

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed **\$315,000.00** (Contract Price).
- 4.2. Method of Payment and Reports.** The payments will be made monthly in direct proportion that each month bears to the total value of the Contract Price. As conditions precedent to payment, the Contractor shall submit a detailed invoice and report of maintenance Work performed every month. The Contractor's failure to submit the required reports or certified payrolls as described in the Construction Contract shall constitute a basis for withholding payment by the City.
- 4.3. Final Payment.** The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:
  - 3.3.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.
  - 4.3.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.
  - 3.3.2. The Contractor has provided a final work summary report to the City.
  - 3.3.3. The Contractor has performed comprehensive and successful testing and checks of the Maintenance Items.
  - 3.3.4.

## SECTION 5: BONDS AND INSURANCE

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

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

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

**5.2. Insurance.** The Contractor shall maintain insurance coverage as specified in **Section 5-4, "INSURANCE"** of the Construction Contract at all times during the term of this LTMMA.

The Contractor shall not begin the Work under this LTMMA until they have complied with the following:

5.2.1. Obtain insurance certificates reflecting evidence of insurance:

1. Commercial General Liability
2. Commercial Automobile Liability
3. Worker's Compensation

5.2.2. Confirm that all policies contain the specific provisions required in **Section 5-4, "INSURANCE"**.

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

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

## SECTION 6: MISCELLANEOUS

**6.1. Illness and Injury Prevention Program.** The Contractor shall comply with all the mandates of Senate Bill 198 and shall specifically have a written Injury Prevention Program on file with the City in accordance with all applicable standards, orders, or requirements of California Labor Code, Section 6401.7. This Program shall be on file prior to the performance of any Work.

**6.2. City Standard Provisions.** This LTMMA is subject to the same standard provisions and Contractor Certification requirements as the Construction Contract.

- 6.3. Taxpayer Identification Number.** I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year. As such, the Contractor shall provide the City with a Form W-9 upon execution of this LTMMA.
- 6.4. Assignment.** The Contractor shall not assign the obligations under this LTMMA, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this section shall constitute a Default and is grounds for immediate termination of this LTMMA, at the sole discretion of City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.
- 6.5. Independent Contractors.** The Contractor and any Subcontractors employed by Contractor shall be independent contractors and not agents of the City. Any provisions of this LTMMA that may appear to give the City any right to direct the Contractor concerning the details of performing the Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.
- 6.6. Covenants and Conditions.** All provisions of this LTMMA expressed as either covenants or conditions on the part of the City or the Contractor shall be deemed to be both covenants and conditions.
- 6.7. Jurisdiction and Venue.** The jurisdiction and venue for any suit or proceeding arising out of or concerning this LTMMA, the interpretation or application of any of its terms, or any related disputes shall be the County of San Diego, State of California.
- 6.8. Successors in Interest.** This LTMMA and all rights and obligations created by it shall be in force and effect whether or not any Parties to this LTMMA have been succeeded by another entity and all rights and obligations created by this LTMMA shall be vested and binding on any Party's successor in interest.
- 6.9. Integration.** This LTMMA and the exhibits, attachments, and references incorporated into this LTMMA fully express all understandings of the Parties concerning the matters covered in this LTMMA. No change, alteration, or modification of the terms or conditions of this LTMMA, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or by an amendment to this LTMMA agreed to by both Parties. All prior negotiations and agreements shall be merged into this LTMMA.
- 6.10. Counterparts.** This LTMMA may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.
- 6.11. No Waiver.** Any failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term, or condition of this LTMMA, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this LTMMA, shall constitute a waiver of any such breach or of such covenant, term, or

condition. No waiver of any breach shall affect or alter this LTMMA, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**6.12. Severability.** The unenforceability, invalidity, or illegality of any provision of this LTMMA shall not render any other provision of this LTMMA unenforceable, invalid, or illegal.

**6.13. Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.



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

Dated this 2nd day of March, **2023**.

THE CITY OF SAN DIEGO

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



Claudia C. Abarca  
Director

Purchasing & Contracting Department

I HEREBY CERTIFY I can legally bind **Dick Miller, Inc** and that I have read this entire contract, this 10th day of January, **2023**.

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



Printed Name: Glen F Bullock

Title: President

I HEREBY APPROVE the form of the foregoing Contract this

\_\_\_\_\_ day \_\_\_\_\_ of **2023**.

Mara W. Elliott, City Attorney

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

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

Deputy City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

- I. Location of Work.** The location of the Work to be performed (Revegetation Area) is shown on Specifications and Drawings numbered **37272-23-D** through **37272-30-D** (Specifications), which are incorporated into this Contract by this reference as though fully set forth herein.
- II. Description of Work.** The Contractor shall maintain and monitor the Revegetation/Restoration Area during the Monitoring Program in accordance with this Contract. The Revegetation/Restoration Area shall meet the success criteria specified in the Restoration Plan (dated April 9, 2021 by Tierra Data Inc.) at each of the milestones listed in the Schedule for the maintenance and monitoring period. The Work includes complete landscape maintenance consisting of irrigation, pruning, shaping and training of trees, shrubs, and ground cover plants; fertilization; weed control; control of all plant diseases and pests; and trash removal, and all other maintenance listed in this Contract and as required to maintain the Revegetation Area in a useable condition and to maintain the plant material in a healthy and viable state.

The Work also includes biological monitoring of the Revegetation/Restoration Area according to the schedule and methods specified in the Revegetation/Restoration Plan. The monitoring work shall include all reporting tasks specified in the Restoration Plan (dated April 9, 2021 by Tierra Data Inc.)

**III. Method of Performing Work.**

- A. Irrigation.** Irrigation shall be applied to container and plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a irrigation system and weather patterns. Failure of an existing irrigation system to provide full and proper irrigation shall not relieve Contractor of the responsibility to provide adequate irrigation with full and proper coverage of all areas subject to this LTMMMA.
1. In areas where an irrigation system is installed, Contractor shall periodically inspect the operation of the system for any malfunction. The maximum interval between inspections shall not exceed 7 Calendar Days. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and shall make whatever adjustments may be necessary to prevent excessive run-off into streets, rights-of-way, or other areas not meant to be irrigated. The cost of wasted water may be charged to Contractor.
  2. All areas not adequately covered by an irrigation system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all pipe, valves, hoses, nozzles, etc. necessary to accomplish this supplementary irrigation. The Contractor shall exercise due diligence to prevent water waste, erosion, and detrimental seepage into existing underground improvements and to existing structures.

3. Irrigation shall be accomplished as follows:
  - a) Landscaped improved banks and slopes (if any) shall be irrigated Monday through Friday as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  - b) Shrub beds (if any) shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Shrub areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of shrub types, seasons and weather conditions.
  - c) Planted and seeded areas shall be irrigated as required to maintain acceptable growth, viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist. Planted and seeded areas shall be irrigated at a rate which keeps surface runoff to a minimum. The irrigation rate shall be adjusted to the needs of plant types, seasons and weather conditions.
4. **Maintenance of Irrigation System.** The Contractor shall keep valve boxes (if any) clear of soil and debris and shall maintain the irrigation system at no additional cost to City, including replacement, repair, adjustment, raising or lowering, straightening and any other operation required for the continued proper operation of the system from the "cold" side of the water meter throughout the Revegetation/Restoration Area.
  - a) Repair or replacement includes: irrigation mains (pressure lines and pressure regulators), backflow device, valve covers, boxes and lids, valve sleeves and lids, and quick coupler valves. Any replacement shall conform to the type and kind of existing system. Any deviation shall be approved in writing by City.
  - b) The Contractor shall repair irrigation systems which are damaged or altered in any way, including by acts of God, vandalism, vehicular damage, or theft.
5. **Removal of Irrigation System.** Upon completion of the long-term maintenance and monitoring period, the Contractor shall be responsible for removal of any temporary irrigation system that is installed as part of the project. This includes, but is not limited to, the removal of piping (above ground or buried), sprinkler heads, irrigation controllers, quick coupler valves, gate valves, backflow preventers, etc. At the discretion of the Resident Engineer, the Contractor may abandon portions of the irrigation system that are buried in lieu of removal, but any portions of the system that are above ground shall be required to be removed.

- B. Pruning Shrubs and Ground Cover Plants.** The Contractor shall prune all shrubs and ground cover plants growing in the Revegetation Area as required to:
1. Maintain plant growth viability and health, and to encourage deep rooting, in accordance with instructions from the Project Biologist.
  2. Prevent encroachment of passage ways, walks, streets, or view of signs; and
  3. Prevent encroachment in any manner deemed objectionable by the City.
- C. Tree Maintenance.** The Contractor shall maintain all trees and container plants in the revegetation area in accordance with instructions from the Project Biologist. The Contractor shall perform pruning in accordance with instructions from the Project Biologist, when necessary. The Contractor shall not top trees.
1. **Potential Hazards.** The Contractor shall notify the City within 24 hours of any tree that shows signs of root heaving or leaning, or is in any manner a potential safety hazard. The Contractor shall immediately reestablish trees and shrubs that are uprooted due to storms, if possible. If trees or shrubs cannot be reestablished, Contractor shall remove them immediately (including roots) and fill the holes until replacement planting is complete.
  2. **Replacement.** The Contractor shall completely remove and replace trees lost due to Contractor's faulty maintenance or negligence, as determined by the City. The Contractor shall replace trees in kind and size as determined by the City. If there is a difference in value between the tree lost and the replacement tree, the City will deduct the difference from payment to be made under this LTMMA. The City shall determine the value of the tree lost using the latest International Society of Arboriculture (I.S.A.) guidelines for value determination.
  3. **Staking.** The Contractor shall securely stake any newly planted trees and other trees needing support with two "lodge pole" type stakes placed on opposite sides of the tree outside the root ball and secured to the tree with at least two flexible rubber tree ties. The Contractor shall regularly inspect tree ties and stakes and reposition them as necessary to ensure against girdling and abrasion.
- D. Weed Removal.** The Contractor shall completely remove weeds from the Revegetation Area, including all turf grass areas, shrub and ground cover areas, planters, tree wells, and cracks in paved areas, including sidewalks, parking lot, gutters and curbs, as shown on the Work Schedule. For the purposes of this Section, "Weed" means any undesirable or misplaced plant. The Contractor shall control Weeds by manual, mechanical, or chemical methods. The City or Project Biologist may restrict the use of chemical weed control in certain areas.

Weed removal in areas with native habitat shall be in accordance with **Section 802 of the Whitebook.**

- E. Disease and Pest Control.** The Contractor shall regularly inspect the Revegetation Area for the presence of disease and insect or rodent infestation. The Contractor shall notify the City within 4 Calendar Days if disease or insect or rodent infestation is discovered. In its notice to the City, the Contractor shall identify the disease, insect, or rodent and specify the control measures to be taken. Upon approval of the City, the Contractor shall implement the approved control measures, exercising extreme caution in the application of all sprays, dusts, or other materials utilized. The Contractor shall continue the approved control measures until the disease, insect, or rodent is controlled to the satisfaction of the City.
1. All individuals who supervise the mixing and application of herbicides, pesticides, and rodenticides on behalf of the Contractor shall possess valid Qualified Applicators Certificate for Category B issued to them by the State Department of Food and Agriculture.
  2. The Contractor shall utilize all safeguards necessary during disease, insect or rodent control operations to ensure safety of the public and the employees of the Contractor, in accordance with current standard practices accepted by the State of California Department of Food and Agriculture. If the Contractor is unable to control the pest or disease, a pest control company will be hired and the cost shall be deducted from Contractor's monthly payment.
- F. Plant Replacement.** Except as provided in **Section H** below, the Contractor shall notify the City within 4 Calendar Days of the loss of plant material due to any cause.
1. The Contractor shall, at no cost to the City, replace any tree, shrub, ground cover, or other plant which is damaged or lost as a result of Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Project Biologist and the City.
  2. If so directed by the Project Biologist and the City, the Contractor shall replace any plant damaged or lost that is not a result of the Contractor's faulty maintenance or negligence. The size and species of replacement plant materials shall be as directed by the Project Biologist and the City. The City will pay for materials and labor outside of warranty.
  3. The Project Biologist and the City may determine that certain plants should be replaced in order to ensure maximum ecological health and overall aesthetic appearance of planting in the Revegetation Area. When the Project Biologist and the City determines such replacement should occur, Contractor shall replace the plants as directed by the Project Biologist and the City. The City will pay for materials and labor outside of warranty.
- G. Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- H. Litter.** The Contractor shall promptly dispose of all trash and debris at an appropriate City disposal site. The Contractor shall pay any and all fees associated with the disposal of debris or trash accumulated under the terms of this LTMMA. The Contractor

understands that disposal of refuse at City landfills is subject to a fee and that the Refuse Disposal Division can be contacted at (619) 573-1418 for fee information.

1. **Contractor Generated Litter.** The Contractor shall promptly remove all debris generated by the Contractor's pruning, trimming, weeding, edging and other Work required by this LTMMA. Immediately after working in streets, park walks, gutters, driveways, and paved areas, the Contractor shall clean them in accordance with all applicable laws.
  2. **Third Party Generated Litter.** Upon discovery, the Contractor shall remove all litter, including bottles, glass, cans, paper, cardboard, fecal matter, leaves, branches, metallic items, and other debris, from the Work site.
- I. **Monitoring.** The Project Biologist will oversee all maintenance operations and conduct qualitative and quantitative biological monitoring of the Revegetation Area according to the schedule and methods described in the Revegetation Plan. The Project Biologist will be responsible for preparing and submitting monitoring reports according to the schedule and instructions in the Revegetation Plan. The Project Biologist shall meet all requirements specified in **Section 802 of the Whitebook.**
- J. **Final Site Cleanup.** Prior to completion of the LTMMA, all temporary irrigation materials, BMP's, and signs shall be removed from the site and properly disposed of.

**EXHIBIT B**

**INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802**

**EXHIBIT C**  
**LICENSE DATA SHEET**

**State Contractor License Classification and Number:**           #380204 A B C12          

**Name of License Holder:**           Dick Miller Inc          

**Expiration Date:**           6/30/2023          

**City of San Diego Business License Number:**           B2014004558          

**Expiration Date:**           2/28/2023



**APPENDIX K**  
**SAMPLE OF PUBLIC NOTICE**

# FOR SAMPLE REFERENCE ONLY



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

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

#### How your neighborhood may be impacted:

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

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



## CONSTRUCTION NOTICE

### PROJECT TITLE

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

#### The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
- Streets where trenching takes place will be resurfaced and curb ramps will be upgraded to facilitate access for persons with disabilities where required.
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- Temporary water service disruptions are planned. If planned disruptions impact your property, you will receive advance notice.
- Parking restrictions will exist because of the presence of construction equipment and materials.
- "No Parking" signs will be displayed 72 hours in advance of the work.
- Cars parked in violation of signs will be TOWED.

#### Hours and Days of Operation:

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

#### City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

To contact the City of San Diego:  Public Works  
619-533-4207 | [engineering@sandiego.gov](mailto:engineering@sandiego.gov) | [sandiego.gov/CIP](http://sandiego.gov/CIP)

## **APPENDIX L**

### **ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION**

## Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

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

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

- A. Endpoints, see Photo 1:

**Photo 1**



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



---

Network Devices, see Photo 3:

**Photo 3**



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

**Photo 4**



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

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

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

**Photo 5**

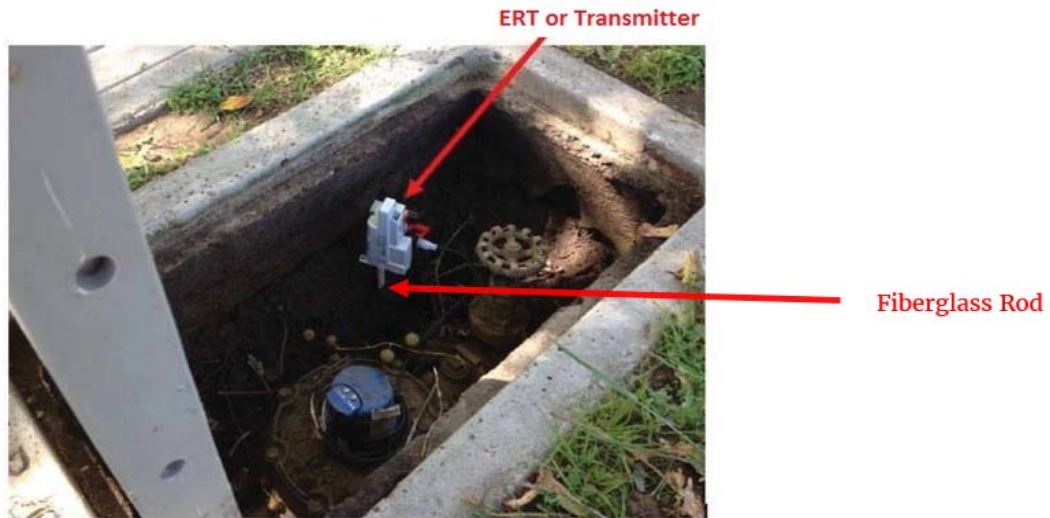


Photo 6 below is an example of disturbance that shall be avoided:

**Photo 6**



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

**Photo 7**



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

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



**Photo 8**



**Network Device**

**Photo 9**



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

**APPENDIX M**

**SWPPP CONSTRUCTION BMP MAINTENANCE LOG**

## SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

### **Construction BMP Maintenance Activities**

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

**Project Title:**  
**WBS/IO No:**  
**WDID:**

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

## APPENDIX N

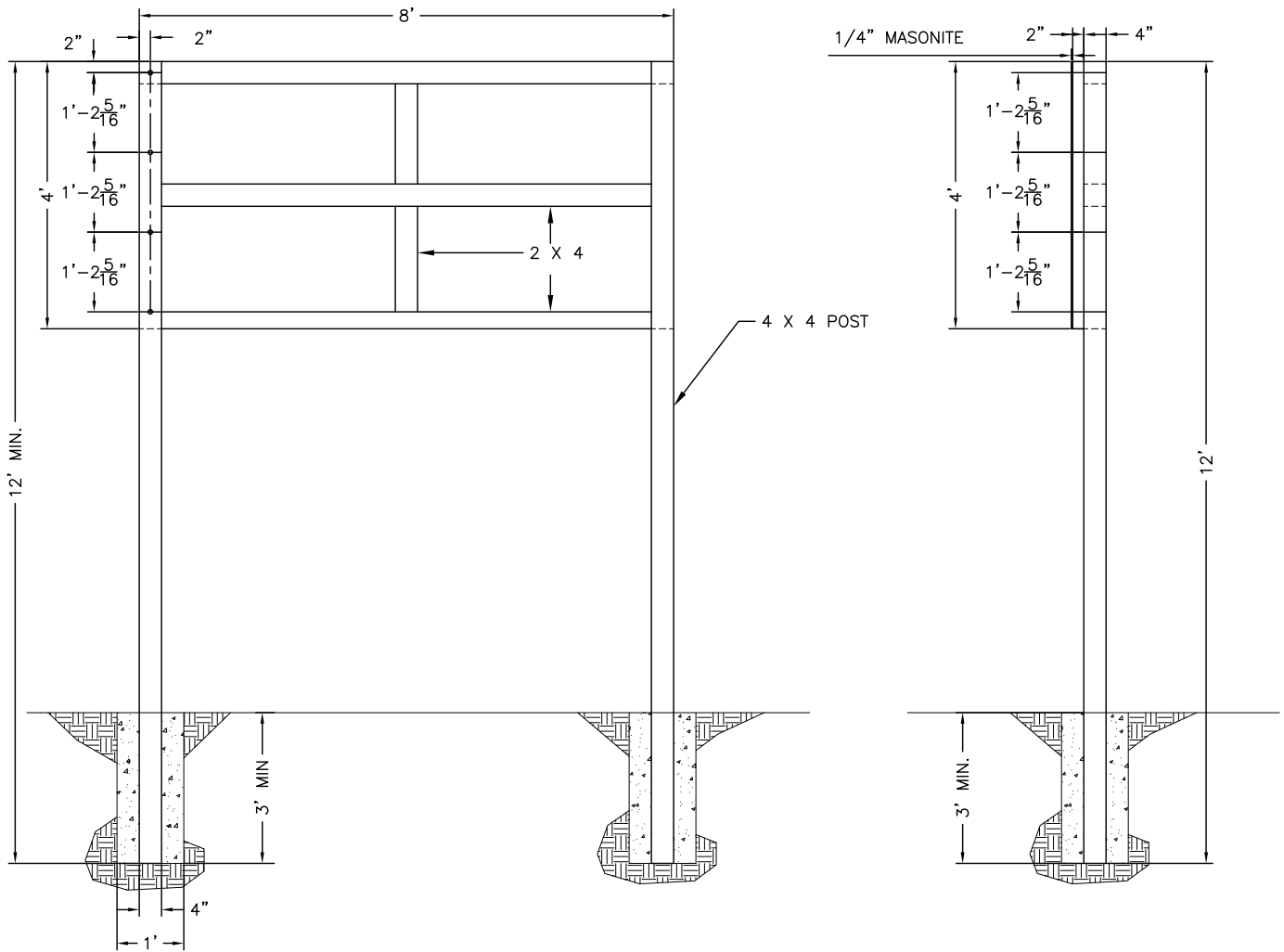
### PALEONTOLOGICAL MONITORING LIMITS TABLES

**Maple Canyon Restoration Phase 1 and 2  
Appendix N**

<b>Estimated Phase 1 Paleontological Monitoring Limits</b>					
<b>(Includes Main, Laterals and other trenching activities)</b>					
<b>Sheet #</b>	<b>Discipline Code #</b>	<b>System</b>	<b>Begin Station</b>	<b>End Station</b>	<b>Approximate Length (LF)</b>
21	C-2	System 2	12+60	12+75	15
22	C-3	System 3	10+14	10+88	74
23	C-4	System 4	11+28	11+50	22
24	C-5	System 5	10+41	10+82	41
25	C-6	System 6	10+07	10+94	87
31	C-12	System 11	11+54	11+67	13
32	C-13	System 12	10+41	10+65	24
32	C-13	System 12	11+23	11+32	9
32	C-13	System 12	11+60	11+76	16
33	C-14	System 13-A	10+44	11+00	56
33	C-14	System 13-A	11+61	12+00	39
34	C-15	System 13-A	12+00	13+92	192
35	C-16	System 13-B	10+00	10+46	46
35	C-16	System 13-C	10+00	10+27	27
35	C-16	System 13-D	10+00	10+22	22
37	C-18	System 15	10+46	10+51	5
38	C-19	System 15	12+01	12+59	58
39	C-20	System 16	10+00	10+15	15
40	C-21	System 17	10+00	13+50	350
41	C-22	System 17	13+50	17+27	377
<b>SUM =</b>					<b>1,488</b>
Actual limits to be determined by the PI/Monitor(s) prior to construction and shall be consistent with the project's mitigation and monitoring program (MMRP).					

<b>Estimated Phase 2 Paleontological Monitoring Limits</b>					
<b>(Includes Main, Laterals and other trenching activities)</b>					
<b>Sheet #</b>	<b>Discipline Code #</b>	<b>System</b>	<b>Begin Station</b>	<b>End Station</b>	<b>Approximate Area (SQFT)</b>
5	C-2	System 17 Inlet Structure	10+00	10+15	330
<b>SUM =</b>					<b>330</b>
Actual limits to be determined by the PI/Monitor(s) prior to construction and shall be consistent with the project's mitigation and monitoring program (MMRP).					

**APPENDIX O**  
**PROJECT IDENTIFICATION SIGNS**

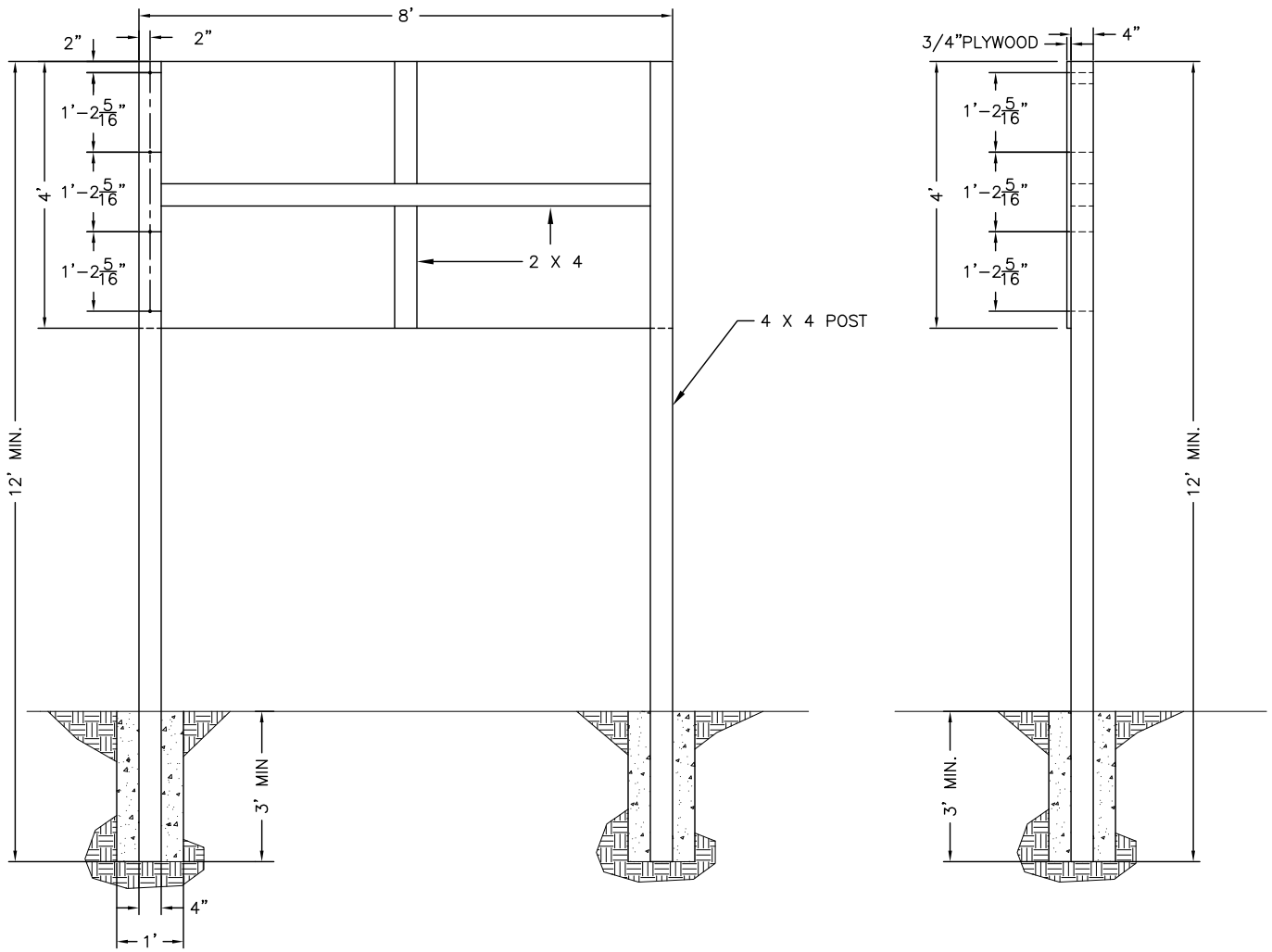


SIGN A  
MASONITE SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION





SIGN B  
PLYWOOD SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



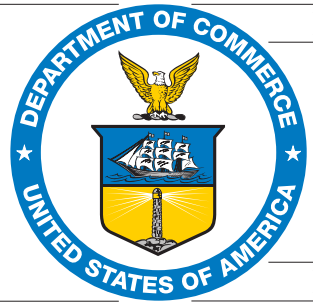
# EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**

Black  
Blue= PMS300  
Gold= PMS7406



# EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**

2.25"  
13.5"  
2.0"  
1.5"  
4.0"  
3.0"  
3.0"  
3.75"  
15.0"

48"

**APPENDIX P**

**REGIONAL WATER QUALITY CONTROL BOARD  
ORDERS R9-2021-0168 AND R9-2021-0169**

**CALIFORNIA WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION**

2375 Northside Drive, Suite 100, San Diego, CA 92108  
Phone (619) 516-1990 Fax (619) 516-1994  
<https://www.waterboards.ca.gov/sandiego/>

**Order No. R9-2021-0168**

**WASTE DISCHARGE REQUIREMENTS  
FOR  
THE CITY OF SAN DIEGO**

**MAPLE CANYON PROJECT, PHASE 1: STORM DRAIN IMPROVEMENTS  
SAN DIEGO COUNTY**

The following Discharger is subject to waste discharge requirements as set forth in this order:

**TABLE 1.**

<b>Discharger</b>	City of San Diego
<b>Name of Project</b>	Maple Canyon Project, Phase 1: Storm Drain Improvements
<b>Project Address</b>	Maple Canyon, west of Balboa Park, between Redwood Street and West Maple Street City of San Diego, San Diego County, CA
<b>Project Contact, Title and Phone</b>	Maya Mazon, Biologist III, (619) 533-4620
<b>Mailing Address</b>	525 B Street, MS 908A, San Diego, CA 92101
<b>Type of Project</b>	Non-Bioengineered Channel Maintenance
<b>CIWQS Reg. Meas. ID</b>	442119
<b>CIWQS Place ID</b>	855844
<b>CIWQS Party ID</b>	556507
<b>CIWQS Person ID</b>	621751
<b>WDID Number</b>	9 000003414


**TABLE 2. Discharge Location**

Discharge Point	Discharge Description	Discharge Point Latitude	Discharge Point Longitude	Receiving Water
Refer to Attachment A for a map of all discharge locations.	Temporary fill associated with site access and construction.	32.73397	-117.165000	Maple Canyon Stream, a tributary to San Diego Bay

**TABLE 3. Administrative Information**

This order was adopted by the California Regional Water Quality Control Board, San Diego Region on:	September 8, 2021
This order shall become effective on:	September 8, 2021

I, David W. Gibson, Executive Officer, do hereby certify that this order is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, San Diego Region, on September 8, 2021.

Digitally signed  
 by David W. Gibson  
 Date: 2021.09.14  
 13:20:16 -07'00'  
  
 David W. Gibson  
 Executive Officer

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**I. FINDINGS**

The California Regional Water Quality Control Board, San Diego Region (hereinafter San Diego Water Board) finds:

**A. REPORT OF WASTE DISCHARGE**

The City of San Diego (hereinafter Discharger) submitted an application for waste discharge requirements under this order (Order) to construct the Maple Canyon Project, Phase 1: Storm Drain Improvements (Project), located in San Diego County, on January 28, 2021. Additional information to complete the application was received on March 3 and March 11, 2021. The application was deemed complete on April 15, 2021. The Discharger proposes to discharge fill material to waters of the State of California (State) associated with construction activity at the Project site.

**B. STATEMENT OF BASIS**

The San Diego Water Board developed the requirements in the Order based on information submitted as part of the application and other available information, and in accordance with California Water Code, division 7, and California Code of Regulations, title 23, division 3.

**C. APPLICATION FEES**

The Discharger has paid all required application and project fees in the amount of \$2,066.00 in accordance with the fee schedule in the California Code of Regulations, title 23, section 2200(a)(3) for discharges of dredge and fill material,

which were in effect at the time of the initial application submittal. Pursuant to fee schedules currently set in CCR Title 23, annual fees are required.

#### **D. PROJECT LOCATION**

The Project is located within the City of San Diego, San Diego County, California, in Maple Canyon, west of Balboa Park, between Redwood Street and West Maple Street. Attachment A of the Order provides the location of the Project site.

#### **E. OVERALL PROJECT PURPOSE AND DESCRIPTION**

The purpose of the Project is to eliminate the flooding that has caused severe erosion in Maple Canyon and flooding of the downstream street and neighborhood. The Discharger will replace all storm drains in the canyon, add concrete energy dissipators and riprap to reduce the velocity of water entering the canyon, and add a new storm drain at the downstream end of the canyon that will tie in to the existing storm drain system.

These activities comprise Phase 1 of the Project. Phase 2, to be authorized under separate order establishing waste discharge requirements, will stabilize and revegetate the canyon slopes and install drop structures to reduce water velocities.

#### **F. RECEIVING WATERS**

The Project activities will impact one ephemeral drainage, Maple Canyon Stream, which supports 2,704.5 linear feet of waters of the State. Maple Canyon Stream flows in response to rainfall and urban runoff and has no connection with groundwater. The upstream end is fed by a storm drain outfall and the downstream end flows onto West Maple Street. Maple Canyon Stream is a tributary to San Diego Bay.

Maple Canyon Stream is in the Lindbergh Hydrologic Subarea (HSA 908.21) of the San Diego Mesa Hydrologic Area (HA) and Pueblo San Diego Hydrologic Unit (HU).

#### **G. PROJECT IMPACTS TO RECEIVING WATERS**

The Order authorizes the temporary discharge of fill material to 0.036 acres (476 linear feet) of Maple Canyon Stream, an ephemeral streambed surface water of the State in the Lindbergh Hydrologic Subarea (HSA 908.21) of the San Diego Mesa Hydrologic Area (HA 908.20) of the Pueblo San Diego Hydrologic Unit (HU 908.00). The Project was designed to avoid permanent impacts and minimize, to the maximum extent practicable, temporary impacts to waters of the State. As a result, no waters of the State will receive permanent discharge of fill material.

#### **H. AVOIDANCE AND MINIMIZATION**

The Discharger has demonstrated that the Project was designed to first avoid, then minimize, to the maximum extent practicable, impacts to waters of the State. Avoidance and minimization measures are also required by the Project mitigated negative declaration and mitigation monitoring and reporting program, as described in section O of the Order. The Discharger reports that the Project purpose cannot



be practically accomplished in a manner which would avoid or result in less adverse impact to aquatic resources considering all potential practicable alternatives.

No alternatives analysis is required because the Project has no permanent impacts to aquatic resources and no impacts to rare, threatened or endangered species habitat in waters of the State, wetlands, eel grass beds, Outstanding National Resources Waters or Areas of Special Biological Significance.

## **I. PROJECT MITIGATION**

No compensatory mitigation is required because the Project will create only temporary impacts that will be restored to pre-project conditions when construction is complete, after approximately one year. Thus, the Project will not create impacts of a size, severity, and/or duration that would have significant adverse impacts on beneficial uses of waters of the State.

## **J. REGULATORY AUTHORITY AND REASON FOR ACTION**

By letter dated July 23, 2021, the U.S. Army Corps of Engineers (USACE) determined that the proposed Project activities will not result in the discharge of dredged or fill material to waters of the United States. Therefore, the Project is not subject to USACE jurisdiction under section 404 of the Clean Water Act (CWA) and a CWA section 404 permit is not required for the Project.

However, surface waters affected by the Project are waters of the State, as defined by section 13050(e) of the California Water Code (Water Code). Waters of the State include, but are not limited to, wetlands and ephemeral, intermittent, and perennial stream channels, in all flow conditions, and which may be effluent dominated and seasonally dry. Waste discharges to these waters are subject to State regulation under division 7 of the Water Code (commencing with section 13000). Section 13260(a) of the Water Code requires that any person discharging waste or proposing to discharge waste within any region, other than to a community sewer system, which could affect the quality of the waters of the State, file a Report of Waste Discharge. The discharge of dredged or fill material constitutes a discharge of waste that could affect the quality of waters of the State. Water Code section 13263(a) requires that waste discharge requirements (WDRs) be prescribed as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. Such waste discharge requirements must implement any relevant water quality control plans, taking into consideration beneficial uses to be protected, the water quality objectives reasonably required for those purposes, other waste discharges, the need to prevent nuisance, and the provisions of Water Code section 13241.

The Order is issued pursuant to Water Code section 13263 and establishes waste discharge requirements for the discharge of fill material, including structural material and/or earthen wastes from Project construction activities to waters of the State. The waste discharge requirements of the Order are necessary to adequately address potential and anticipated impacts to waters of the State, and to ensure compliance with applicable water quality control plans and polices.

**K. BASIN PLAN BENEFICIAL USES**

The San Diego Water Board adopted the *Water Quality Control Plan for the San Diego Basin* (hereinafter Basin Plan) on September 8, 1994 that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for the San Diego River and other receiving waters addressed through the Plan. Subsequent revisions to the Basin Plan have also been adopted by the San Diego Water Board and approved by the State Water Resources Control Board (State Water Board). Beneficial uses applicable to Maple Canyon Stream specified for the Pueblo San Diego Watershed (HU 908.00) in Chapter 2<sup>1</sup> of the Basin Plan are as follows:

**TABLE 4. Basin Plan Designated Beneficial Uses of Maple Canyon Stream**

Discharge Points	Receiving Water Name	Beneficial Uses(s)
Maple Canyon  Refer to Attachment A for location map.	Maple Canyon Stream, a tributary to San Diego Bay	Contact Water Recreation (REC1); Non-Contact Water Recreation (REC2); Warm Freshwater Habitat (WARM); Wildlife Habitat (WILD)

The Order specifies waste discharge requirements that are necessary to adequately address effects on, and threats to, applicable water quality standards resulting from discharges attributed to the Project. Through compliance with the waste discharge requirements of the Order, the Project will not cause or contribute to an exceedance of State water quality standards.

**L. ANTI-DEGRADATION POLICY**

The State Water Resources Control Board established California's anti-degradation policy in State Water Board Resolution No. 68-16 (Policy) which requires that existing quality of waters be maintained unless degradation is justified based on specific findings. Minimal water quality degradation may be allowed under the Policy only if any change in water quality is consistent with the maximum benefit to the people of the State; the degradation will not unreasonably affect present and anticipated beneficial uses; and the degradation will not result in violation of any applicable Water Quality Control Plan. The Policy requires that discharges meet requirements that will result in the best practicable treatment or control to avoid pollution or a condition of nuisance.

Consistent with the Policy, any degradation resulting from the Project will reduce erosion in Maple Canyon and eliminate severe flooding downstream, thus providing maximum benefit to the people of the State. The Order contains waste discharge requirements to ensure present and future beneficial uses are maintained for authorized impacts to waters of the State. The waste discharge requirements

<sup>1</sup> Basin Plan, Chapter 2, Page 2-43, Table 2-2, Beneficial Uses of Inland Surface Waters, available on the San Diego Water Board website at [https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/basin\\_plan](https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan)

employ best practicable treatment and control of any discharges to ensure and verify that the highest level of water quality is maintained consistent with the maximum benefit to the people of the State.

**M. NO NET LOSS POLICY**

In 1993, the Governor of California issued the California Wetlands Conservation Policy (Executive Order W-59-93). Commonly referred to as the “No Net Loss Policy” for wetlands, the Executive Order requires state agencies to “ensure no overall net loss [of wetlands] and achieve a long-term net gain in the quantity, quality, and permanence of wetlands acreage and values in California in a manner that fosters creativity, stewardship and respect for private property.” The Order meets the objectives of Executive Order W-59-93 by requiring that the Project first avoid and then minimize adverse impacts on aquatic resources to the maximum extent practical. The Project will reduce erosion in Maple Canyon Stream, thus restoring the condition of aquatic resources and supporting beneficial uses in accordance with the No Net Loss Policy.

**N. MONITORING AND REPORTING REQUIREMENTS**

The Order includes monitoring and reporting requirements in section VIII. These requirements are necessary to determine compliance with the Order for the protection of water quality and beneficial uses. [REDACTED]

[REDACTED] The burden, including costs, of the required reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

**O. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City of San Diego is the lead agency (Lead Agency) under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) section 21067, and CEQA Guidelines (California Code of Regulations, title 14, sections 15000 et seq.) section 15367. The Lead Agency has adopted a mitigated negative declaration (MND) and filed a notice of determination (SCH No. 2020060453) on March 1, 2021. The Lead Agency determined the Project could have a significant effect on the environment, but the effects will be less than significant because mitigation measures were made a condition of the Project.

The Lead Agency adopted a mitigation monitoring and reporting program pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15097 to ensure that mitigation measures and revisions to the Project identified in the MND are implemented.

The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code, section 21069; CEQA Guidelines section 15381). As a Responsible Agency, the San Diego Water Board is “responsible for considering only the effects of those activities involved in a project which it is required by law to carry out or approve.” The San Diego Water Board has reviewed and considered impacts to water quality in the Lead Agency’s MND and independently finds that the

Project as proposed will not have a significant effect on resources within the San Diego Water Board's purview.

The Order requires implementation of waste discharge requirements. The San Diego Water Board finds that compliance with the conditions in the Order will reduce impacts to water quality to less than significant because implementation of BMPs will ensure that the Project complies with applicable water quality objectives. The San Diego Water Board will file a notice of determination in accordance with CEQA Guidelines section 15096(i).

**P. EXECUTIVE OFFICER DELEGATION OF AUTHORITY**

The San Diego Water Board by prior resolution has delegated all matters that may legally be delegated to its Executive Officer to act on its behalf pursuant to Water Code section 13223. Therefore, the Executive Officer is authorized to act on the San Diego Water Board's behalf on any matter within the Order unless such delegation is unlawful under Water Code section 13223 or the Order explicitly states otherwise.

**Q. PUBLIC NOTICE**

In accordance with the requirements of Water Code section 13167.5, the San Diego Water Board has notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for the discharge and has provided them with an opportunity to submit their written comments and recommendations. The San Diego Water Board provided written responses to all timely received public comments on the Order. The San Diego Water Board has also provided an opportunity for the Discharger and interested agencies and persons to submit oral comments and recommendations at a public hearing.

**R. PUBLIC HEARING**

The San Diego Water Board, in a public meeting, heard and considered all comments pertaining to the discharge and the Order.

**THEREFORE, IT IS HEREBY ORDERED** that, in order to meet the provisions contained in division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, the Discharger shall comply with the requirements in the Order.

**II. PROJECT IMPACTS AND COMPENSATORY MITIGATION**

**A. PROJECT IMPACT AVOIDANCE AND MINIMIZATION**

The Project must avoid and minimize adverse impacts to waters of the State to the maximum extent practicable.

**B. PROJECT IMPACTS**

Unavoidable Project impacts to Maple Canyon Stream must not exceed the type and magnitude of impacts described in Table 5, below. No waters of the United States and/or State shall receive permanent discharges of fill associated with the Project.

**TABLE 5. Temporary Project Impacts<sup>2</sup>**

Aquatic Resource Impacted	Acres	Cubic Yards	Linear Feet
Stream Channel	0.036	N/A	476

**C. RESTORATION OF AREAS OF TEMPORARY DISTURBANCE**

The Discharger must restore areas of temporary disturbance which could result in a discharge or a threatened discharge to waters of the State. Restoration must include grading of disturbed areas to pre-Project contours and revegetation with native species. The Discharger must implement all necessary BMPs to control erosion and runoff from areas associated with this Project. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at <http://www.cal-ipc.org/ip/inventory/>. Follow-up applications shall be made, as needed, to cover bare spots and to maintain adequate soil protection.

**III. RECEIVING WATER LIMITATIONS**

The receiving water limitations set forth below for Maple Canyon Stream are based on applicable water quality standards contained in the Basin Plan and are a required part of the Order. Except as authorized by the Order, Project activities shall not cause or contribute to violation of these receiving water limitations.

**A. BACTERIAL CHARACTERISTICS**

1. *Escherichia coli* (*E. coli*): The bacteria water quality objective for all waters where the salinity is equal to or less than 1 part per thousand (ppt) 95 percent or more of the time during the calendar year is:
  - a. A six-week rolling geometric mean of *E. coli* not to exceed 100 colony forming units (CFU) per 100 milliliters (mL), calculated weekly; and
  - b. A statistical threshold value (STV) of 320 CFU per 100 mL not to be exceeded by more than 10 percent of the samples collected in a calendar month, calculated in a static manner.
2. Enterococci: The bacteria water quality objective for all waters where the salinity is greater than 1 ppt more than 5 percent of the time during the calendar year is:
  - a. A six-week rolling geometric mean of enterococci not to exceed 30 CFU per 100 mL, calculated weekly; and

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<sup>2</sup> As described in Finding I.H, no compensatory mitigation is required for temporary impacts that are restored to pre-project conditions.

- b. A STV of 110 CFU per 100 mL not to be exceeded by more than 10 percent of the samples collected in a calendar month, calculated in a static manner.

## **B. CHEMICAL CHARACTERISTICS**

1. Changes in normal ambient pH levels shall not exceed 0.5 units in waters designated cold freshwater habitat or warm freshwater habitat beneficial uses. The pH shall not be depressed below 6.5 nor raised above 8.5 in inland surface waters.
2. Concentrations of nitrogen and phosphorus, by themselves or in combination with other nutrients, shall be maintained at levels below those which stimulate algae and emergent plant growth.
3. The discharge of wastes shall not cause concentrations of un-ionized ammonia (NH<sub>3</sub>) to exceed 0.025 mg/L as nitrogen.
4. Dissolved oxygen levels shall not be less than 5.0 mg/L in inland surface waters with designated warm freshwater habitat beneficial uses or less than 6.0 mg/L in waters designated cold freshwater habitat beneficial uses. The annual mean dissolved oxygen concentration shall not be less than 7.0 mg/L more than 10 percent of the time.
5. No individual pesticide or combination of pesticides shall be present in the water column, sediments or biota at concentration(s) that adversely affect beneficial uses. Pesticides shall not be present at levels which will bioaccumulate in aquatic organisms to levels which are harmful to human health, wildlife or aquatic organisms.
6. Numerical water quality objectives applicable to Maple Canyon Stream in the Pueblo San Diego Watershed (HU 908.00) established in Chapter 3 of the San Diego Water Board's Water Quality Control Plan for the San Diego Basin (Basin Plan) shall not be exceeded.

## **C. PHYSICAL CHARACTERISTICS**

1. Water shall be free of coloration that causes nuisance or adversely affects beneficial uses. The natural color of fish, shellfish, or other resources shall not be impaired.
2. Waters shall not contain floating material, including solids, liquids, foams, and scum in concentrations which cause nuisance or adversely affect beneficial uses.
3. Waters shall not contain oils, greases, waxes, or other materials in concentrations which result in a visible film or coating on the surface of the water or on objects in the water, or which cause nuisance or otherwise adversely affect beneficial uses.
4. The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect beneficial uses.

5. Waters shall not contain suspended and settleable solids in concentrations of solids that cause nuisance or adversely affect beneficial uses.
6. Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses.
7. Waters shall not contain taste or odor producing substances at concentrations which cause a nuisance or adversely affect beneficial uses.

**D. TOXICITY CHARACTERISTICS**

All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. Compliance will be determined by use of indicator organisms, analysis of species diversity, population density, growth anomalies, bioassays of appropriate duration, or other appropriate methods, as specified by the San Diego Water Board.

**E. BIOLOGICAL CHARACTERISTICS**

Aquatic communities and populations, including vertebrates, invertebrates, and non-target plant species are not to be degraded.

**F. RADIOACTIVITY CHARACTERISTICS**

Radionuclides shall not be present in concentrations that are harmful/deleterious to human, plant, animal, or aquatic life nor that result in the accumulation of radionuclides in the food web to an extent that presents a hazard to human, plant, animal, or aquatic life.

**IV. DISCHARGE PROHIBITIONS**

**A. PROJECT CONFORMANCE WITH APPLICATION**

The discharge of waste, in a manner or location other than as described in the application or findings of the Order and for which valid waste discharge requirements are not in force, is prohibited.

**B. WASTE MANAGEMENT**

Unless authorized by the Order, the discharge of sand, silt, clay, or other earthen materials from any activity in quantities which cause deleterious bottom deposits, turbidity, or discoloration in waters of the State or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited.

**C. WASTE MANAGEMENT**

The treatment, storage, or disposal of waste in a manner causing, or threatening to cause or create a condition of pollution, contamination, or nuisance, as defined by Water Code section 13050, is prohibited.

**D. WASTE MANAGEMENT**

The dumping, deposition, or discharge of waste directly into waters of the State, or adjacent to such waters in any manner which may permit it being transported into the waters, is prohibited unless authorized by the San Diego Water Board.

**E. BASIN PLAN PROHIBITIONS**

The Discharger must comply with all applicable Discharge Prohibitions contained in Chapter 4 of the Basin Plan. All such prohibitions are incorporated by this reference into the Order as if fully set forth herein and are summarized in Attachment C of the Order.

**V. CONSTRUCTION BEST MANAGEMENT PRACTICES**

**A. APPROVALS TO COMMENCE CONSTRUCTION**

The Discharger shall not commence Project construction until all necessary federal, State, and local approvals are obtained.

**B. PERSONNEL EDUCATION**

Prior to the start of the Project, and annually thereafter until construction is completed, the Discharger must educate all personnel on the requirements in the Order, including pollution prevention measures, spill response, and BMPs implementation and maintenance.

**C. SPILL CONTAINMENT MATERIALS**

The Discharger must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.

**D. GENERAL CONSTRUCTION STORM WATER PERMIT**

Prior to start of Project construction, the Discharger must, as applicable, obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity, (General Construction Storm Water Permit) and any reissuance. If Project construction activities do not require coverage under the General Construction Storm Water Permit, the Discharger must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.

**E. WASTE MANAGEMENT**

The Discharger must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, State, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff.



**F. DOWNSTREAM EROSION**

Discharges of concentrated flow during construction or after completion of the Project must not cause downstream erosion or damage to properties or stream habitat.

**G. CONSTRUCTION EQUIPMENT**

All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. All equipment components used in direct contact with surface water shall be steam cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generator, etc.) shall be positioned over drip pans or other types of containment.

**H. PROCESS WATER**

Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm flows. Pollutants discharged to areas within a stream diversion area must be removed at the end of each workday or sooner if rain is predicted.

**I. SURFACE WATER DIVERSION**

All surface waters, including ponded waters, must be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving waters. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.

**J. DESIGN OF STREAM CROSSINGS**

Bridges, culverts, dip crossings, or other stream crossing structures shall be designed and installed so they will not cause scouring of the stream bed and erosion of the banks. Storm drain lines/culverts and other stream crossing structures shall be designed and maintained to accommodate at least a 100-year, 24-hour storm event, including associated bedload and debris with a similar average velocity as upstream and downstream. Bottoms of temporary culverts shall be placed at stream channel grade and bottoms of permanent culverts shall be open bottom or embedded and backfilled below the grade of the stream greater than or equal to a depth of 1 foot.

**K. RE-VEGETATION AND STABILIZATION**

All areas that will be left in a rough graded state must be stabilized no later than two weeks after completion of grading. The Discharger is responsible for implementing

and maintaining BMPs to prevent erosion of rough graded areas. Hydroseed areas must be revegetated with native species appropriate for the area. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at the California Invasive Plant Council's webpage (<https://www.cal-ipc.org/plants/inventory/>). Follow-up seed applications must be made as needed to cover bare spots and to maintain adequate soil protection.

#### **L. HAZARDOUS MATERIALS**

Except as authorized by the Order, substances hazardous to aquatic life including, but not limited to, petroleum products, raw cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each Project activity involving hazardous materials.

#### **M. VEGETATION REMOVAL**

Removal of vegetation must occur by hand, mechanically, or using United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to prevent impacts to beneficial uses of waters of the State. Use of aquatic pesticides must be done in accordance with State Water Resources Control Board Water Quality Order No. 2013-0002-DWQ, General Permit No. CAG990005, *Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Aquatic Pesticide Discharges to Waters of The United States from Algae and Aquatic Weed Control Applications*, and any subsequent revisions or reissuance thereto.

#### **N. LIMITS OF DISTURBANCE**

The Discharger shall clearly define the limits of Project disturbance to waters of the State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.

#### **O. BENEFICIAL USE PROTECTION**

The Discharger must take all necessary measures to protect the beneficial uses of waters of Maple Canyon Stream, its unnamed tributaries, and its downstream waters. The Order requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to waters of the State occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately, and the San Diego Water Board shall be notified in accordance with Reporting Requirement VII.K of the Order. Associated Project activities may not resume without approval from the San Diego Water Board.

## **VI. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES**

### **A. POST-CONSTRUCTION DISCHARGES**

The Discharger shall not allow post-construction discharges from the Project site to cause or contribute to on-site or off-site erosion or damage to properties or stream habitats.

### **B. STORM DRAIN INLETS**

All storm drain inlet structures within the Project boundaries must be stamped and/or stenciled with appropriate language prohibiting non-storm water discharges.

### **C. POST-CONSTRUCTION BMP DESIGN AND IMPLEMENTATION**

The Project must be designed to comply with the most current Standard Storm Water Mitigation and Hydromodification Plans for the City of San Diego. The Discharger must implement post-construction BMPs as described in the runoff management plan for the Project. Post-construction BMPs must be installed and functional within 30 days of Project completion.

### **D. POST-CONSTRUCTION BMP MAINTENANCE**

All post-construction structural treatment BMPs, including, but not limited to, vegetated swales and media filters, must be regularly inspected and maintained in perpetuity per manufacturers' specifications for proprietary structural devices, and at frequencies not less than those recommended by the California Storm Water Quality Association (CASQA)<sup>3</sup> guidance, or equivalent if approved by the San Diego Water Board, for non-proprietary measures. At a minimum, the Discharger must comply with the following:

1. Final maintenance plans for the vegetated swales must be developed and implemented based on CASQA guidance (or equivalently effective practices).
2. Flow-based treatment BMPs (e.g., media filters and vegetated swales) must be inspected at a minimum monthly from October through April and at least twice from May through September each year.
3. Retention basins must be maintained as necessary to prevent nuisance conditions, including those associated with odors, trash, and disease vectors. Such maintenance shall not compromise the ability of the basins to perform water quality treatment required by the Order.
4. Records must be kept regarding inspections and maintenance in order to assess the performance of the systems and determine whether adaptations are necessary to protect receiving waters.

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<sup>3</sup> *California Storm Water BMP Handbook, New Development and Redevelopment 2003*, available on CASQA's website at <https://www.casqa.org/resources/bmp-handbooks>

## VII. PROJECT STATUS NOTIFICATIONS

### A. DISCHARGE COMMENCEMENT NOTIFICATION

The Discharger must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.

### B. DISCHARGE COMPLETION NOTIFICATION

The Discharger must notify the San Diego Water Board in writing **within 30 days of completion of active Project construction activities**, including construction of any required restoration or compensatory mitigation. Submittal of the Notification does not obviate the Discharger's duty to comply with the requirements of the Order, pay any outstanding invoices of permit fees, or submit any outstanding required reports. The Notification shall include:

1. Dates of construction initiation and completion;
2. As-built drawings of the Project, no bigger than 11"X17";
3. BMP status, including photo documentation of implemented post-construction BMPs and all areas of permanent and temporary impacts, prior to and after project construction. Photo documentation must be conducted in accordance with guidelines posted at [https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/401\\_certification/docs/401c/401PhotoDocRB9V713.pdf](https://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/401c/401PhotoDocRB9V713.pdf). In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo locations referenced;
4. A statement that the authorized activity and implementation of any required compensatory mitigation were conducted and completed in accordance with the Order, including any activity-specific or compensatory mitigation conditions; and
5. The signature of the Discharger certifying the completion of the activity in accordance with section VIII.H-J of the Order.

### C. PROJECT COMPLETION NOTIFICATION

The Discharger shall submit a Project Completion Letter when construction activities, post-construction monitoring, and mitigation monitoring are complete<sup>4</sup> and no further Project activities will occur. This written notification shall be submitted to the San Diego Water Board **within 30 days following completion of all Project activities**. Upon approval of the request, the San Diego Water Board will issue an Acceptance of Project Completion to the Discharger which will formally end the monitoring period and associated annual fees.

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<sup>4</sup> Completion of post-construction and mitigation monitoring shall be contingent upon achievement of performance standards as determined by the San Diego Water Board.

## VIII. MONITORING AND REPORTING REQUIREMENTS

### A. GEOGRAPHIC INFORMATION SYSTEM DATA

The Discharger must submit Geographic Information System (GIS) polygon shape files of the Project impact sites within 30 days of the start of project construction. Two GPS readings (points) must be taken on each line of the polygon and the polygon must have a minimum of 10 points. GIS metadata must also be submitted.

### B. REPRESENTATIVE MONITORING

Any samples and measurements taken for the purpose of monitoring under the Order shall be representative of the monitored activity.

### C. MONITORING REPORTS

Any monitoring results shall be reported to the San Diego Water Board at the intervals specified in the Order.

### D. MONITORING AND REPORTING REVISIONS

The San Diego Water Board may make revisions to any monitoring and reporting requirements of the Order at any time during the term of the Order and may reduce or increase the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.

### E. RECORDS OF MONITORING INFORMATION

Any records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements,
2. The individual(s) who performed the sampling or measurements,
3. The date(s) analyses were performed,
4. The individual(s) who performed the analyses,
5. The analytical techniques or methods used, and
6. The results of such analyses.

### F. ANNUAL PROGRESS REPORTS

The Applicant must submit annual progress reports describing Project status, status of BMP implementation, and compliance with all requirements of the Order to the San Diego Water Board prior to **September 30** of each year following the issuance of the Order, until the Project has reached completion. Annual Progress Reports must be submitted even if Project construction has not begun. The monitoring period for each Annual Progress Report shall be September 1<sup>st</sup> through August 31<sup>st</sup> of each year. Annual Progress Reports must include, at a minimum, the following:

1. The names, qualifications, and affiliations of the persons contributing to the report,

2. The status, progress, and anticipated schedule for completion of Project construction activities, including the installation and operational status of best management practices project features for erosion and storm water quality treatment, and mitigation project activities,
3. A description of Project construction delays encountered or anticipated that may affect the schedule for Project construction completion, or mitigation project completion, and
4. A summary description of each incident of noncompliance during the annual monitoring period and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

#### **G. NONCOMPLIANCE REPORTS**

The Discharger must report to the San Diego Water Board any noncompliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Discharger becomes aware of the circumstances. The written submission shall contain a description of the incident and its cause, the period of the noncompliance including exact dates and times; and if the noncompliance has not been corrected, the anticipated time it is expected to continue, and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The San Diego Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours.

#### **H. SIGNATORY REQUIREMENTS**

All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice president, or
2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively, or
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

#### **I. DULY AUTHORIZED REPRESENTATIVE**

Applications, reports, or information submitted to the San Diego Water Board may be signed by a duly authorized representative of that person described in Reporting Requirement H, above, if:

1. The authorization is made in writing by a person described above,

2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity; and
3. The written authorization is submitted to the San Diego Water Board.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

#### **J. CERTIFICATION**

All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

*"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."*

#### **K. ELECTRONIC DOCUMENT SUBMITTAL**

The Discharger must submit all reports and information required under the Order in electronic format to [SanDiego@waterboards.ca.gov](mailto:SanDiego@waterboards.ca.gov). Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc or flash drive and delivered to:

California Regional Water Quality Control Board  
San Diego Region  
Attn: 401 Certification PID 855844  
2375 Northside Drive, Suite 100  
San Diego, California 92108

Each electronic document must be submitted as a single, text-searchable PDF. All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: 401 Certification PID 855844.

### **IX. PROVISIONS**

#### **A. DUTY TO COMPLY WITH THE ORDER**

The Discharger must comply with all conditions of the Order. Any noncompliance with the Order constitutes a violation of the Water Code and is grounds for (a) enforcement action; (b) termination, revocation and reissuance, or modification of the Order; or (c) denial of a report of waste discharge in application for new or revised waste discharge requirements.

**B. DUTY TO COMPLY WITH SUPPORTING MATERIALS**

The Discharger must, at all times, fully comply with the engineering plans, specifications and technical reports submitted to the San Diego Water Board to support the Order and all subsequent submittals required under the Order and as described herein. The conditions within the Order shall supersede conflicting provisions within such plans, specifications, technical reports, and other submittals required under the Order.

**C. ANTICIPATED NONCOMPLIANCE**

The Discharger shall give advance notice to the San Diego Water Board of any planned changes in the Project or the compensatory mitigation project which may result in noncompliance with the terms and requirements of the Order.

**D. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE**

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the Order.

**E. DUTY TO MITIGATE**

The Discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the Order that has a reasonable likelihood of adversely affecting human health or the environment, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the noncompliance.

**F. PROPERTY RIGHTS**

The Order does not convey any property rights of any sort or any exclusive privileges. The issuance of the Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

**G. INSPECTION AND ENTRY**

The Discharger must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to:

1. Enter upon the Discharger's premises, where a regulated facility or activity is located or conducted, or where records are kept under the conditions of the Order,
2. Access and copy, at reasonable times, any records that must be kept under the conditions of the Order,
3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under the Order, and



4. Sample or monitor, at reasonable times, for the purposes of assuring compliance with the Order or as otherwise authorized by the Water Code, any substances, or parameters at any location.

#### **H. RETENTION OF RECORDS**

The Discharger shall retain records of all monitoring information, including all calibration and maintenance records, copies of all reports required by the Order, and records of all data used to complete the application for the Order. Records shall be maintained for a minimum of five years from the date of the sample, measurement, report, or application. Records may be maintained electronically. This period may be extended during the course of any unresolved enforcement action or litigation regarding this discharge or when requested by the San Diego Water Board.

#### **I. DUTY TO PROVIDE INFORMATION**

The Discharger shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating the Order. The Discharger shall also furnish to the San Diego Water Board, upon request, copies of records required to be kept by the Order.

#### **J. REOPENER PROVISION**

The Order may be modified, revoked and reissued, or terminated for cause including, but not limited to, the following.

1. Violation of any terms or conditions of the Order.
2. Obtaining the Order by misrepresentation or failure to disclose fully all relevant facts.
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

The filing of a request by the Discharger for the modification, revocation, reissuance, or termination of the Order, or notification of planned changes or anticipated noncompliance does not stay any condition of the Order.

#### **K. REOPENER PROVISION**

The San Diego Water Board reserves the right to suspend, cancel, or modify and reissue the Order, after providing notice to the Discharger, if the San Diego Water Board determines that the Project fails to comply with any of the terms or requirements of the Order or if the results of the Project have unintended impacts to water quality.

#### **L. TRANSFER OF RESPONSIBILITY**

The Order is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:

1. **Transfer of Property Ownership.** The Discharger must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, at a minimum, a statement that the Discharger has provided the purchaser with a copy of the Order and that the purchaser understands and accepts the Order requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification to the San Diego Water Board within 10 days of the transfer of ownership.
2. **Transfer of Post Construction BMP Maintenance Responsibility.** The Discharger assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Discharger must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. The Discharger must provide such notification to the San Diego Water Board within 10 days of the transfer of BMP maintenance responsibility.

#### **M. PAYMENT OF FEES**

The Order is conditioned upon total payment of any fee required under California Code of Regulations, Title 23 section 2200, and owed by the Discharger.

#### **N. ORDER AVAILABILITY**

A copy of the Order, the application, and supporting documentation must be available at the Project site during construction for review by site personnel and agencies. A copy of the Order must also be provided to the contractor and all subcontractors working at the Project site.

#### **O. ENFORCEMENT AUTHORITY**

In the event of any violation or threatened violation of the conditions of the Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law.

#### **P. INVESTIGATION OF VIOLATIONS**

In response to a suspected violation of any condition of the Order, the San Diego Water Board may, pursuant to Water Code section 13267, require the Discharger to investigate, monitor, and report information on the violation. The only restriction is that the burden, including costs of preparing the reports, must bear a reasonable relationship to the need for and the benefits to be obtained from the reports.

#### **X. NOTIFICATIONS TO DISCHARGER**

- A. These waste discharge requirements have not been officially reviewed by the United States Environmental Protection Agency and are not issued pursuant to CWA section 402.

- B.** The provisions of the Order are severable, and if any provision of the Order, or the application of any provision of the Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of the Order, shall not be affected thereby.
- C.** The Order becomes effective on the date of adoption by the San Diego Water Board.
- D.** Any person aggrieved by this action of the San Diego Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code Section 13320 and the California Code of Regulations, title 23, sections 2050-2056 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after adoption of the Order. Copies of the law and regulations applicable to filing petitions may be found on the State Water Board's webpage titled [Water Quality Petitions](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/) ([https://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality/](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/)) or will be provided upon request.

**ATTACHMENT A: PROJECT SITE MAPS AND PLANS**

Figure 1: Regional location map showing Project location.

Figure 2: Project vicinity map showing Project location.

Figures 3A-C: Maps of the Project impacts to waters of the State in the north (A), central (B), and south (C) sections of Maple Canyon

## **ATTACHMENT B: PROHIBITIONS**

The Water Quality Control Plan for the San Diego Basin (9) (Basin Plan), adopted on September 8, 1994 as amended, establishes the following Waste Discharge Prohibitions pursuant to California Water Code section 13243 applicable to the Discharge:

- Prohibition No. 1. The discharge of waste to waters of the state in a manner causing, or threatening to cause a condition of pollution, contamination, or nuisance as defined in California Water Code section 13050, is prohibited.
- Prohibition No. 2. The discharge of waste to land, except as authorized by waste discharge requirements or the terms described in California Water Code section 13264 is prohibited.
- Prohibition No. 3. The discharge of pollutants or dredged or fill material to waters of the United States except as authorized by an NPDES permit or a dredged or fill material permit (subject to the exemption described in California Water Code section 13376) is prohibited.
- Prohibition No. 7. The dumping, deposition, or discharge of waste directly into waters of the state, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited unless authorized by the San Diego Water Board.

**CALIFORNIA WATER QUALITY CONTROL BOARD  
SAN DIEGO REGION**

2375 Northside Drive, Suite 100, San Diego, CA 92108  
Phone (619) 516-1990 Fax (619) 516-1994  
<https://www.waterboards.ca.gov/sandiego/>

**Order No. R9-2021-0169**

**WASTE DISCHARGE REQUIREMENTS  
FOR  
THE CITY OF SAN DIEGO**

**MAPLE CANYON PROJECT, PHASE 2: STREAM REHABILITATION AND  
RESTORATION  
SAN DIEGO COUNTY**

The following Discharger is subject to waste discharge requirements as set forth in this order:

**TABLE 1. Discharger Information**

<b>Discharger</b>	City of San Diego
<b>Name of Project</b>	Maple Canyon Project Phase 2: Stream Restoration and Rehabilitation
<b>Project Address</b>	Maple Canyon, west of Balboa Park, between Redwood Street and West Maple Street City of San Diego, San Diego County, CA
<b>Project Contact, Title and Phone</b>	Maya Mazon, Biologist III, (619) 533-4620
<b>Mailing Address</b>	525 B Street, MS 908A, San Diego, CA 92101
<b>Type of Project</b>	Stream Restoration
<b>CIWQS Reg. Meas. ID</b>	442137
<b>CIWQS Place ID</b>	855844
<b>CIWQS Party ID</b>	556507
<b>CIWQS Person ID</b>	621751
<b>WDID Number</b>	9 000003669

**TABLE 2. Discharge Location**

Discharge Point	Discharge Description	Discharge Point Latitude	Discharge Point Longitude	Receiving Water
Refer to Attachment A for a map of all discharge locations.	Permanent fill associated with stream restoration.	32.73397	-117.165000	Maple Canyon Stream, a tributary to San Diego Bay

**TABLE 3. Administrative Information**

This order was adopted by the California Regional Water Quality Control Board, San Diego Region on:	September 8, 2021
This order shall become effective on:	September 8, 2021

I, David W. Gibson, Executive Officer, do hereby certify that this order is a full, true, and correct copy of an order adopted by the California Regional Water Quality Control Board, San Diego Region, on September 8, 2021.


 Digitally signed by  
 David W. Gibson  
 Date: 2021.09.14  
 13:21:02 -07'00'  
 Water Boards  
 David W. Gibson  
 Executive Officer

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**I. FINDINGS**

The California Regional Water Quality Control Board, San Diego Region (hereinafter San Diego Water Board) finds:

**A. REPORT OF WASTE DISCHARGE**

The City of San Diego (hereinafter Discharger) submitted an application for waste discharge requirements under this order (Order) to construct the Maple Canyon Project, Phase 2: Stream Restoration and Rehabilitation (Project), located in San Diego County, on February 3, 2021. Additional information to complete the application was received on April 15, 2021. The application was deemed complete on May 21, 2021. The Discharger proposes to discharge fill material to waters of the State of California (State) associated with construction activity at the Project site.

**B. STATEMENT OF BASIS**

The San Diego Water Board developed the requirements in the Order based on information submitted as part of the application and other available information, and in accordance with California Water Code, division 7 and California Code of Regulations, title 23, division 3.

**C. APPLICATION FEES**

The Discharger has paid all required application and project fees in the amount of \$4,011.00 in accordance with the fee schedule in the California Code of Regulations, title 23, section 2200(a)(3) for discharges of dredge and fill material, which were in effect at the time of the initial application submittal. Pursuant to fee schedules currently set in CCR Title 23, annual fees are required.



#### **D. PROJECT LOCATION**

The Project is located within the City of San Diego, San Diego County, California, in Maple Canyon, west of Balboa Park, between Redwood Street and West Maple Street. Attachment A of the Order provides the location of the Project site.

#### **E. OVERALL PROJECT PURPOSE AND DESCRIPTION**

The purpose of the Project is to eliminate the flooding that has caused severe erosion in Maple Canyon and flooding of the downstream street and neighborhood. The Discharger will stabilize the walls of the main channel and tributaries and install drop structures to reduce water velocity.

The walls of the main channel and tributaries will be laid back to have shallower slopes of 2:1 to 3:1, non-native invasive plants will be removed, and the slopes will be re-planted with native vegetation. In the main channel, 23 drop structures will be installed to slow the velocity of water flowing through the canyon. The drop structures will be constructed of ungrouted concrete riprap with a vertical drop of less than 4', with a 0.5-1% slope between structures to produce non-erosive flows less than 6 feet per second. Construction access will occur from an existing 15' wide trail outside of jurisdictional resources. Once construction is complete, the trail will be narrowed to an 8' wide trail for public recreational access.

Construction will last approximately two years and will be followed by a 5-year period of maintenance and monitoring.

These activities comprise Phase 2 of the Project. Phase 1, to be authorized under a separate order establishing waste discharge requirements, will replace storm drains leading into the canyon, add concrete energy dissipators, and add a new storm drain system at the downstream end of the canyon that will tie into the existing storm drain system.

#### **F. RECEIVING WATERS**

The Project activities will impact one ephemeral drainage, Maple Canyon Stream, which supports 2704.5 linear feet of waters of the State. Maple Canyon Stream flows in response to rainfall and urban runoff and has no connection with groundwater. The upstream end is fed by a storm drain outfall and the downstream end flows onto West Maple Street. Maple Canyon Stream is a tributary to San Diego Bay.

Maple Canyon Stream is in the Lindbergh Hydrologic Subarea (HSA 908.21) of the San Diego Mesa Hydrologic Area (HA) and Pueblo San Diego Hydrologic Unit (HU).

#### **G. PROJECT IMPACTS TO RECEIVING WATERS**

The Order authorizes the temporary discharge of fill material to 0.32 acres (2692 linear feet) and the permanent discharge of fill material to 0.007 acres (63 lf and 619 cubic yards) of Maple Canyon Stream, an ephemeral streambed surface water of the State in the Lindbergh Hydrologic Subarea (HSA 908.21) of the San Diego

Mesa Hydrologic Area (HA 908.20) of the Pueblo San Diego Hydrologic Unit (HU 908.00).

The Project will shorten the length and increase the area of stream and riparian habitat. The stream length will be reduced from 2,755 to 2610 lf. The Project will establish and re-establish approximately 1 acre of surface waters of the State. Attachment A of the order contains figures showing areas of impact and restoration.

The Project was designed to avoid and minimize, to the maximum extent practicable, permanent and temporary impacts to waters of the State.

## **H. AVOIDANCE AND MINIMIZATION**

The Discharger has demonstrated that the Project was designed to first avoid, then minimize, to the maximum extent practicable, impacts to waters of the State. The Discharger reports that the Project purpose cannot be practically accomplished in a manner which would avoid or result in less adverse impact to aquatic resources considering all potential practicable alternatives.

The Project qualifies as a Tier 2<sup>1</sup> project under the *State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State*. The Discharger completed an Alternatives Analysis, and the Project is the least environmentally damaging practicable alternative.

## **I. PROJECT MITIGATION**

The Project will establish and re-establish at least 2.89 acres of waters of the State, comprising streambed and riparian habitat. This is a net increase in quantity, quality, and beneficial uses of waters of the State. The Discharger is voluntarily undertaking a restoration project for the purpose of controlling flooding, assisting the recovery of an aquatic ecosystem, and enhancing beneficial uses, in lieu of other possible alternatives such as hardscaping or routing the stream underground. Thus, no compensatory mitigation is required.

## **J. REGULATORY AUTHORITY AND REASON FOR ACTION**

By letter dated July 23, 2021, the U.S. Army Corps of Engineers (USACE) determined that the proposed Project activities will not result in the discharge of dredged or fill material to waters of the United States. Therefore, the Project is not subject to USACE jurisdiction under section 404 of the Clean Water Act (CWA) and a CWA section 404 permit is not required for the Project.

However, surface waters affected by the Project are waters of the State, as defined by section 13050(e) of the California Water Code (Water Code). Waters of the State include, but are not limited to, wetlands and ephemeral, intermittent, and perennial stream channels, in all flow conditions, and which may be effluent dominated and

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<sup>1</sup> Tier 2 projects include any project that inherently cannot be located at an alternate location. Tier 2 projects shall provide an analysis of only on-site alternatives. For routine operation and maintenance of existing facilities, analysis of on-site alternatives is limited to operation and maintenance alternatives for the facility.

seasonally dry. Waste discharges to these waters are subject to State regulation under division 7 of the Water Code (commencing with section 13000). Section 13260(a) of the Water Code requires that any person discharging waste or proposing to discharge waste within any region, other than to a community sewer system, which could affect the quality of the waters of the State, file a Report of Waste Discharge. The discharge of dredged or fill material constitutes a discharge of waste that could affect the quality of waters of the State. Water Code section 13263(a) requires that waste discharge requirements (WDRs) be prescribed as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. Such waste discharge requirements must implement any relevant water quality control plans, taking into consideration beneficial uses to be protected, the water quality objectives reasonably required for those purposes, other waste discharges, the need to prevent nuisance, and the provisions of Water Code section 13241.

The Order is issued pursuant to Water Code section 13263 and establishes waste discharge requirements for the discharge of fill material, including structural material and/or earthen wastes from Project construction activities to waters of the State. The waste discharge requirements of the Order are necessary to adequately address potential and anticipated impacts to waters of the State, and to ensure compliance with applicable water quality control plans and polices.

**K. BASIN PLAN BENEFICIAL USES**

The San Diego Water Board adopted the *Water Quality Control Plan for the San Diego Basin* (hereinafter Basin Plan) on September 8, 1994 that designates beneficial uses, establishes water quality objectives, and contains implementation programs and policies to achieve those objectives for the San Diego River and other receiving waters addressed through the Plan. Subsequent revisions to the Basin Plan have also been adopted by the San Diego Water Board and approved by the State Water Resources Control Board (State Water Board). Beneficial uses applicable to Maple Canyon Stream specified for the Pueblo San Diego Watershed (HU 908.00) in Chapter 2<sup>2</sup> of the Basin Plan are as follows:

**TABLE 4. Basin Plan Designated Beneficial Uses of Maple Canyon Stream**

Discharge Points	Receiving Water Name	Beneficial Uses(s)
Maple Canyon  Refer to Attachment A for location map.	Maple Canyon Stream, a tributary to San Diego Bay	Contact Water Recreation (REC1); Non-Contact Water Recreation (REC2); Warm Freshwater Habitat (WARM); Wildlife Habitat (WILD)

The Order specifies waste discharge requirements that are necessary to adequately address effects on, and threats to, applicable water quality standards resulting from

<sup>2</sup> Basin Plan, Chapter 2, Page 2-43, Table 2-2, Beneficial Uses of Inland Surface Waters, available on the San Diego Water Board website at

[https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/basin\\_plan](https://www.waterboards.ca.gov/sandiego/water_issues/programs/basin_plan)

discharges attributed to the Project. Through compliance with the waste discharge requirements of the Order, the Project will not cause or contribute to an exceedance of State water quality standards.

#### **L. ANTI-DEGRADATION POLICY**

The State Water Resources Control Board established California's anti-degradation policy in State Water Board Resolution No. 68-16 (Policy) which requires that existing quality of waters be maintained unless degradation is justified based on specific findings. Minimal water quality degradation may be allowed under the Policy only if any change in water quality is consistent with the maximum benefit to the people of the State; the degradation will not unreasonably affect present and anticipated beneficial uses; and the degradation will not result in violation of any applicable Water Quality Control Plan. The Policy requires that discharges meet requirements that will result in the best practicable treatment or control to avoid pollution or a condition of nuisance.

Consistent with the Policy, any degradation resulting from the Project will reduce erosion in Maple Canyon and eliminate severe flooding downstream, thus providing maximum benefit to the people of the State. The Order contains waste discharge requirements to ensure present and future beneficial uses are maintained for authorized impacts to waters of the State. The waste discharge requirements employ best practicable treatment and control of any discharges to ensure and verify that the highest level of water quality is maintained consistent with the maximum benefit to the people of the State.

#### **M. NO NET LOSS POLICY**

In 1993, the Governor of California issued the California Wetlands Conservation Policy (Executive Order W-59-93). Commonly referred to as the "No Net Loss Policy" for wetlands, the Executive Order requires state agencies to "ensure no overall net loss [of wetlands] and achieve a long-term net gain in the quantity, quality, and permanence of wetlands acreage and values in California in a manner that fosters creativity, stewardship and respect for private property." The Order meets the objectives of Executive Order W-59-93 by requiring that the Project first avoid and then minimize adverse impacts on aquatic resources to the maximum extent practical. The Project will reduce erosion and restore Maple Canyon Stream and the surrounding riparian habitat, thus restoring the condition of aquatic resources and supporting beneficial uses in accordance with the No Net Loss Policy.

#### **N. MONITORING AND REPORTING REQUIREMENTS**

The Order includes monitoring and reporting requirements in section VIII. These requirements are necessary to determine compliance with the Order for the protection of water quality and beneficial uses. [REDACTED]

[REDACTED] The burden, including costs, of the required reports bear a reasonable relationship to the need for the reports and the benefits to be obtained from the reports.

## **O. CALIFORNIA ENVIRONMENTAL QUALITY ACT**

The City of San Diego is the lead agency (Lead Agency) under the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) section 21067, and CEQA Guidelines (California Code of Regulations, title 14, sections 15000 et seq.) section 15367. The Lead Agency has determined that the Project is consistent with the Uptown Community Plan Update Program Environmental Impact Report (SCH No. 2016061023) (PEIR) and has prepared a consistency determination pursuant to CEQA Guidelines section 15183. The Lead Agency will file a notice of determination when the Project is approved.

Under CEQA Guidelines section 15183, no additional CEQA review is necessary for projects consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site. In its consistency determination, the Lead Agency has determined that (1) there are no significant environmental effects that are peculiar to the project or the parcel on which the project would be located, (2) there are no significant effects of the project that were not analyzed as significant effects in the PEIR, (3) there are no potentially significant off-site impacts or cumulative impacts which were not discussed in the PEIR, and (4) there are no previously identified significant impacts which, as a result of substantial new information which was not known at the time the EIR was certified, are determined to have a more severe adverse impact than discussed in the prior EIR.

The San Diego Water Board is a Responsible Agency under CEQA (Public Resources Code, section 21069; CEQA Guidelines section 15381). As a Responsible Agency, the San Diego Water Board is “responsible for considering only the effects of those activities involved in a project which it is required by law to carry out or approve.” (Public Resources Code section 21002.1(d)) The San Diego Water Board has reviewed and considered impacts to water quality in the Lead Agency’s PEIR and consistency determination. The San Diego Water Board finds that the PEIR and consistency determination prepared by the Lead Agency address the Project’s impacts within the scope of the Board’s jurisdiction and no additional environmental review is required (CEQA Guidelines, sections 15096(f), 15162, 15163, 15183). The San Diego Water Board independently finds that the Project as proposed will not have a significant effect on resources within the San Diego Water Board’s purview.

The Order requires implementation of waste discharge requirements. The San Diego Water Board finds that implementation of BMPs and compliance with the conditions in the Order will ensure that the Project complies with applicable water quality objectives, and thus any impacts to water quality will be less than significant. The San Diego Water Board will file a notice of determination in accordance with CEQA Guidelines section 15096(i).

**P. EXECUTIVE OFFICER DELEGATION OF AUTHORITY**

The San Diego Water Board by prior resolution has delegated all matters that may legally be delegated to its Executive Officer to act on its behalf pursuant to Water Code section 13223. Therefore, the Executive Officer is authorized to act on the San Diego Water Board’s behalf on any matter within the Order unless such delegation is unlawful under Water Code section 13223 or the Order explicitly states otherwise.

**Q. PUBLIC NOTICE**

In accordance with the requirements of Water Code section 13167.5, the San Diego Water Board has notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for the discharge and has provided them with an opportunity to submit their written comments and recommendations. The San Diego Water Board provided written responses to all timely received public comments on the Order. The San Diego Water Board has also provided an opportunity for the Discharger and interested agencies and persons to submit oral comments and recommendations at a public hearing.

**R. PUBLIC HEARING**

The San Diego Water Board, in a public meeting, heard and considered all comments pertaining to the discharge and the Order.

**THEREFORE, IT IS HEREBY ORDERED** that, in order to meet the provisions contained in division 7 of the Water Code (commencing with section 13000) and regulations adopted thereunder, the Discharger shall comply with the requirements in the Order.

**II. PROJECT IMPACTS AND COMPENSATORY MITIGATION**

**A. PROJECT IMPACT AVOIDANCE AND MINIMIZATION**

The Project must avoid and minimize adverse impacts to waters of the State to the maximum extent practicable.

**B. PROJECT IMPACTS**

Unavoidable Project impacts to Maple Canyon Stream must not exceed the type and magnitude of impacts described in Tables 5 and 6, below.

**TABLE 5. Temporary Project Impacts**

<b>Aquatic Resource Impacted</b>	<b>Acres</b>	<b>Cubic Yards</b>	<b>Linear Feet</b>
Stream Channel	0.32	N/A	2692

**TABLE 6. Permanent Project Impacts<sup>3</sup>**

Aquatic Resource Impacted	Acres	Cubic Yards	Linear Feet
Stream Channel	0.007	619	63

**C. RESTORATION OF AREAS OF TEMPORARY DISTURBANCE**

The Discharger must restore areas of temporary disturbance which could result in a discharge or a threatened discharge to waters of the State. Restoration must include grading of disturbed areas to pre-Project contours and revegetation with native species. The Discharger must implement all necessary BMPs to control erosion and runoff from areas associated with this Project. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at <http://www.cal-ipc.org/ip/inventory/>. Follow-up applications shall be made, as needed, to cover bare spots and to maintain adequate soil protection.

**III. RECEIVING WATER LIMITATIONS**

The receiving water limitations set forth below for Maple Canyon Stream are based on applicable water quality standards contained in the Basin Plan and are a required part of the Order. Except as authorized by the Order, Project activities shall not cause or contribute to violation of these receiving water limitations.

**A. BACTERIAL CHARACTERISTICS**

1. *Escherichia coli* (*E. coli*): The bacteria water quality objective for all waters where the salinity is equal to or less than 1 part per thousand (ppt) 95 percent or more of the time during the calendar year is:
  - a. A six-week rolling geometric mean of *E. coli* not to exceed 100 colony forming units (CFU) per 100 milliliters (mL), calculated weekly; and
  - b. A statistical threshold value (STV) of 320 CFU per 100 mL not to be exceeded by more than 10 percent of the samples collected in a calendar month, calculated in a static manner.
2. Enterococci: The bacteria water quality objective for all waters where the salinity is greater than 1 ppt more than 5 percent of the time during the calendar year is:
  - a. A six-week rolling geometric mean of enterococci not to exceed 30 CFU per 100 mL, calculated weekly; and

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<sup>3</sup> As described in Finding I.H, no compensatory mitigation is required for temporary impacts that are restored to pre-project conditions.

- b. A STV of 110 CFU per 100 mL not to be exceeded by more than 10 percent of the samples collected in a calendar month, calculated in a static manner.

## **B. CHEMICAL CHARACTERISTICS**

1. Changes in normal ambient pH levels shall not exceed 0.5 units in waters designated cold freshwater habitat or warm freshwater habitat beneficial uses. The pH shall not be depressed below 6.5 nor raised above 8.5 in inland surface waters.
2. Concentrations of nitrogen and phosphorus, by themselves or in combination with other nutrients, shall be maintained at levels below those which stimulate algae and emergent plant growth.
3. The discharge of wastes shall not cause concentrations of un-ionized ammonia (NH<sub>3</sub>) to exceed 0.025 mg/L as nitrogen.
4. Dissolved oxygen levels shall not be less than 5.0 mg/L in inland surface waters with designated warm freshwater habitat beneficial uses or less than 6.0 mg/L in waters designated cold freshwater habitat beneficial uses. The annual mean dissolved oxygen concentration shall not be less than 7.0 mg/L more than 10 percent of the time.
5. No individual pesticide or combination of pesticides shall be present in the water column, sediments or biota at concentration(s) that adversely affect beneficial uses. Pesticides shall not be present at levels which will bioaccumulate in aquatic organisms to levels which are harmful to human health, wildlife or aquatic organisms.
6. Numerical water quality objectives applicable to Maple Canyon Stream in the Pueblo San Diego Watershed (HU 908.00) established in Chapter 3 of the San Diego Water Board's Water Quality Control Plan for the San Diego Basin (Basin Plan) shall not be exceeded.

## **C. PHYSICAL CHARACTERISTICS**

1. Water shall be free of coloration that causes nuisance or adversely affects beneficial uses. The natural color of fish, shellfish, or other resources shall not be impaired.
2. Waters shall not contain floating material, including solids, liquids, foams, and scum in concentrations which cause nuisance or adversely affect beneficial uses.
3. Waters shall not contain oils, greases, waxes, or other materials in concentrations which result in a visible film or coating on the surface of the water or on objects in the water, or which cause nuisance or otherwise adversely affect beneficial uses.
4. The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect beneficial uses.



5. Waters shall not contain suspended and settleable solids in concentrations of solids that cause nuisance or adversely affect beneficial uses.
6. Waters shall be free of changes in turbidity that cause nuisance or adversely affect beneficial uses.
7. Waters shall not contain taste or odor producing substances at concentrations which cause a nuisance or adversely affect beneficial uses.

#### **D. TOXICITY CHARACTERISTICS**

All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. Compliance will be determined by use of indicator organisms, analysis of species diversity, population density, growth anomalies, bioassays of appropriate duration, or other appropriate methods, as specified by the San Diego Water Board.

#### **E. BIOLOGICAL CHARACTERISTICS**

Aquatic communities and populations, including vertebrates, invertebrates, and non-target plant species are not to be degraded.

#### **F. RADIOACTIVITY CHARACTERISTICS**

Radionuclides shall not be present in concentrations that are harmful/deleterious to human, plant, animal, or aquatic life nor that result in the accumulation of radionuclides in the food web to an extent that presents a hazard to human, plant, animal, or aquatic life.

### **IV. DISCHARGE PROHIBITIONS**

#### **A. PROJECT CONFORMANCE WITH APPLICATION**

The discharge of waste, in a manner or location other than as described in the application or findings of the Order and for which valid waste discharge requirements are not in force, is prohibited.

#### **B. WASTE MANAGEMENT**

Unless authorized by the Order, the discharge of sand, silt, clay, or other earthen materials from any activity in quantities which cause deleterious bottom deposits, turbidity, or discoloration in waters of the State or which unreasonably affect, or threaten to affect, beneficial uses of such waters is prohibited.

#### **C. WASTE MANAGEMENT**

The treatment, storage, or disposal of waste in a manner causing, or threatening to cause or create a condition of pollution, contamination, or nuisance, as defined by Water Code section 13050, is prohibited.

#### **D. WASTE MANAGEMENT**

The dumping, deposition, or discharge of waste directly into waters of the State, or adjacent to such waters in any manner which may permit it being transported into the waters, is prohibited unless authorized by the San Diego Water Board.

#### **E. BASIN PLAN PROHIBITIONS**

The Discharger must comply with all applicable Discharge Prohibitions contained in Chapter 4 of the Basin Plan. All such prohibitions are incorporated by this reference into the Order as if fully set forth herein and are summarized in Attachment C of the Order.

### **V. CONSTRUCTION BEST MANAGEMENT PRACTICES**

#### **A. APPROVALS TO COMMENCE CONSTRUCTION**

The Discharger shall not commence Project construction until all necessary federal, State, and local approvals are obtained.

#### **B. PERSONNEL EDUCATION**

Prior to the start of the Project, and annually thereafter until construction is completed, the Discharger must educate all personnel on the requirements in the Order, including pollution prevention measures, spill response, and BMPs implementation and maintenance.

#### **C. SPILL CONTAINMENT MATERIALS**

The Discharger must, at all times, maintain appropriate types and sufficient quantities of materials on-site to contain any spill or inadvertent release of materials that may cause a condition of pollution or nuisance if the materials reach waters of the United States and/or State.

#### **D. GENERAL CONSTRUCTION STORM WATER PERMIT**

Prior to start of Project construction, the Discharger must, as applicable, obtain coverage under, and comply with, the requirements of State Water Resources Control Board Water Quality Order No. 2009-0009-DWQ, the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity, (General Construction Storm Water Permit) and any reissuance. If Project construction activities do not require coverage under the General Construction Storm Water Permit, the Discharger must develop and implement a runoff management plan (or equivalent construction BMP plan) to prevent the discharge of sediment and other pollutants during construction activities.

#### **E. WASTE MANAGEMENT**

The Discharger must properly manage, store, treat, and dispose of wastes in accordance with applicable federal, State, and local laws and regulations. Waste management shall be implemented to avoid or minimize exposure of wastes to precipitation or storm water runoff.

## **F. DOWNSTREAM EROSION**

Discharges of concentrated flow during construction or after completion of the Project must not cause downstream erosion or damage to properties or stream habitat.

## **G. CONSTRUCTION EQUIPMENT**

All equipment must be washed prior to transport to the Project site and must be free of sediment, debris, and foreign matter. All equipment components used in direct contact with surface water shall be steam cleaned prior to use. All equipment using gas, oil, hydraulic fluid, or other petroleum products shall be inspected for leaks prior to use and shall be monitored for leakage. Stationary equipment (e.g., motors, pumps, generator, etc.) shall be positioned over drip pans or other types of containment.

## **H. PROCESS WATER**

Water containing mud, silt, or other pollutants from equipment washing or other activities, must not be discharged to waters of the United States and/or State or placed in locations that may be subjected to storm flows. Pollutants discharged to areas within a stream diversion area must be removed at the end of each workday or sooner if rain is predicted.

## **I. SURFACE WATER DIVERSION**

All surface waters, including ponded waters, must be diverted away from areas undergoing grading, construction, excavation, vegetation removal, and/or any other activity which may result in a discharge to the receiving waters. Diversion activities must not result in the degradation of beneficial uses or exceedance of water quality objectives of the receiving waters. Any temporary dam or other artificial obstruction constructed must only be built from materials such as clean gravel which will cause little or no siltation. Normal flows must be restored to the affected stream immediately upon completion of work at that location.

## **J. DESIGN OF STREAM CROSSINGS**

Bridges, culverts, dip crossings, or other stream crossing structures shall be designed and installed so they will not cause scouring of the stream bed and erosion of the banks. Storm drain lines/culverts and other stream crossing structures shall be designed and maintained to accommodate at least a 100-year, 24-hour storm event, including associated bedload and debris with a similar average velocity as upstream and downstream. Bottoms of temporary culverts shall be placed at stream channel grade and bottoms of permanent culverts shall be open bottom or embedded and backfilled below the grade of the stream greater than or equal to a depth of 1 foot.

## **K. RE-VEGETATION AND STABILIZATION**

All areas that will be left in a rough graded state must be stabilized no later than two weeks after completion of grading. The Discharger is responsible for implementing

and maintaining BMPs to prevent erosion of rough graded areas. Hydroseed areas must be revegetated with native species appropriate for the area. The revegetation palette must not contain any plants listed on the California Invasive Plant Council Invasive Plant Inventory, which can be found online at the California Invasive Plant Council's webpage (<https://www.cal-ipc.org/plants/inventory/>). Follow-up seed applications must be made as needed to cover bare spots and to maintain adequate soil protection.

#### **L. HAZARDOUS MATERIALS**

Except as authorized by the Order, substances hazardous to aquatic life including, but not limited to, petroleum products, raw cement/concrete, asphalt, and coating materials, must be prevented from contaminating the soil and/or entering waters of the United States and/or State. BMPs must be implemented to prevent such discharges during each Project activity involving hazardous materials.

#### **M. VEGETATION REMOVAL**

Removal of vegetation must occur by hand, mechanically, or using United States Environmental Protection Agency (USEPA) approved herbicides deployed using applicable BMPs to prevent impacts to beneficial uses of waters of the State. Use of aquatic pesticides must be done in accordance with State Water Resources Control Board Water Quality Order No. 2013-0002-DWQ, General Permit No. CAG990005, *Statewide General National Pollutant Discharge Elimination System (NPDES) Permit for Residual Aquatic Pesticide Discharges to Waters of The United States from Algae and Aquatic Weed Control Applications*, and any subsequent revisions or reissuance thereto.

#### **N. LIMITS OF DISTURBANCE**

The Discharger shall clearly define the limits of Project disturbance to waters of the State using highly visible markers such as flag markers, construction fencing, or silt barriers prior to commencement of Project construction activities within those areas.

#### **O. BENEFICIAL USE PROTECTION**

The Discharger must take all necessary measures to protect the beneficial uses of waters of Maple Canyon Stream, its unnamed tributaries, and its downstream waters. The Order requires compliance with all applicable requirements of the Basin Plan. If at any time, an unauthorized discharge to waters of the State occurs or monitoring indicates that the Project is violating, or threatens to violate, water quality objectives, the associated Project activities shall cease immediately, and the San Diego Water Board shall be notified in accordance with Reporting Requirement VII.K of the Order. Associated Project activities may not resume without approval from the San Diego Water Board.

## **VI. POST-CONSTRUCTION BEST MANAGEMENT PRACTICES**

### **A. POST-CONSTRUCTION DISCHARGES**

The Discharger shall not allow post-construction discharges from the Project site to cause or contribute to on-site or off-site erosion or damage to properties or stream habitats.

### **B. STORM DRAIN INLETS**

All storm drain inlet structures within the Project boundaries must be stamped and/or stenciled with appropriate language prohibiting non-storm water discharges.

### **C. POST-CONSTRUCTION BMP DESIGN AND IMPLEMENTATION**

The Project must be designed to comply with the most current Standard Storm Water Mitigation and Hydromodification Plans for the City of San Diego. The Discharger must implement post-construction BMPs as described in the runoff management plan for the Project. Post-construction BMPs must be installed and functional within 30 days of Project completion.

### **D. POST-CONSTRUCTION BMP MAINTENANCE**

All post-construction structural treatment BMPs, including, but not limited to, vegetated swales and media filters, must be regularly inspected and maintained in perpetuity per manufacturers' specifications for proprietary structural devices, and at frequencies not less than those recommended by the California Storm Water Quality Association (CASQA)<sup>4</sup> guidance, or equivalent if approved by the San Diego Water Board, for non-proprietary measures. At a minimum, the Discharger must comply with the following:

3. Final maintenance plans for the vegetated swales must be developed and implemented based on CASQA guidance (or equivalently effective practices).
4. Flow-based treatment BMPs (e.g., media filters and vegetated swales) must be inspected at a minimum monthly from October through April and at least twice from May through September each year.
5. Retention basins must be maintained as necessary to prevent nuisance conditions, including those associated with odors, trash, and disease vectors. Such maintenance shall not compromise the ability of the basins to perform water quality treatment required by the Order.
6. Records must be kept regarding inspections and maintenance in order to assess the performance of the systems and determine whether adaptations are necessary to protect receiving waters.

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<sup>4</sup> *California Storm Water BMP Handbook, New Development and Redevelopment 2003*, available on CASQA's website at <https://www.casqa.org/resources/bmp-handbooks>

## VII. PROJECT STATUS NOTIFICATIONS

### A. DISCHARGE COMMENCEMENT NOTIFICATION

The Discharger must notify the San Diego Water Board in writing **at least 5 days prior to** the start of Project construction.

### B. DISCHARGE COMPLETION NOTIFICATION

The Discharger must notify the San Diego Water Board in writing **within 30 days of completion of active Project construction activities**, including construction of any required restoration or compensatory mitigation. Submittal of the Notification does not obviate the Discharger's duty to comply with the requirements of the Order, pay any outstanding invoices of permit fees, or submit any outstanding required reports. The Notification shall include:

1. Dates of construction initiation and completion;
2. As-built drawings of the Project, no bigger than 11"X17";
3. BMP status, including photo documentation of implemented post-construction BMPs and all areas of permanent and temporary impacts, prior to and after project construction. Photo documentation must be conducted in accordance with guidelines posted at [https://www.waterboards.ca.gov/sandiego/water\\_issues/programs/401\\_certification/docs/401c/401PhotoDocRB9V713.pdf](https://www.waterboards.ca.gov/sandiego/water_issues/programs/401_certification/docs/401c/401PhotoDocRB9V713.pdf). In addition, photo documentation must include Global Positioning System (GPS) coordinates for each of the photo locations referenced;
4. A statement that the authorized activity and implementation of any required compensatory mitigation were conducted and completed in accordance with the Order, including any activity-specific or compensatory mitigation conditions; and
5. The signature of the Discharger certifying the completion of the activity in accordance with section VIII.H-J of the Order.

### C. PROJECT COMPLETION NOTIFICATION

The Discharger shall submit a Project Completion Letter when construction activities, post-construction monitoring, and mitigation monitoring are complete<sup>5</sup> and no further Project activities will occur. This written notification shall be submitted to the San Diego Water Board **within 30 days following completion of all Project activities**. Upon approval of the request, the San Diego Water Board will issue an Acceptance of Project Completion to the Discharger which will formally end the monitoring period and associated annual fees.

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<sup>5</sup> Completion of post-construction and mitigation monitoring shall be contingent upon achievement of performance standards as determined by the San Diego Water Board.

## **VIII. MONITORING AND REPORTING REQUIREMENTS**

### **A. GEOGRAPHIC INFORMATION SYSTEM DATA**

The Discharger must submit Geographic Information System (GIS) shape files of the Project impact sites within 30 days of the start of project construction. All impact and mitigation site shape files must be polygons. Two GPS readings (points) must be taken on each line of the polygon and the polygon must have a minimum of 10 points. GIS metadata must also be submitted.

### **B. REPRESENTATIVE MONITORING**

Any samples and measurements taken for the purpose of monitoring under the Order shall be representative of the monitored activity.

### **C. MONITORING REPORTS**

Any monitoring results shall be reported to the San Diego Water Board at the intervals specified in the Order.

### **D. MONITORING AND REPORTING REVISIONS**

The San Diego Water Board may make revisions to any monitoring and reporting requirements of the Order at any time during the term of the Order and may reduce or increase the number of parameters to be monitored, locations monitored, the frequency of monitoring, or the number and size of samples collected.

### **E. RECORDS OF MONITORING INFORMATION**

Any records of monitoring information shall include:

1. The date, exact place, and time of sampling or measurements,
2. The individual(s) who performed the sampling or measurements,
3. The date(s) analyses were performed,
4. The individual(s) who performed the analyses,
5. The analytical techniques or methods used, and
6. The results of such analyses.

### **F. ANNUAL PROGRESS REPORTS**

The Applicant must submit annual progress reports describing Project status, status of BMP implementation, and compliance with all requirements of the Order to the San Diego Water Board prior to **September 30** of each year following the issuance of the Order, until the Project has reached completion. Annual Progress Reports must be submitted even if Project construction has not begun. The monitoring period for each Annual Progress Report shall be September 1<sup>st</sup> through August 31<sup>st</sup> of each year. Annual Progress Reports must include, at a minimum, the following:

1. The names, qualifications, and affiliations of the persons contributing to the report,

2. The status, progress, and anticipated schedule for completion of Project construction activities, including the installation and operational status of best management practices project features for erosion and storm water quality treatment, and mitigation project activities,
3. A description of Project construction delays encountered or anticipated that may affect the schedule for Project construction completion, or mitigation project completion, and
4. A summary description of each incident of noncompliance during the annual monitoring period and its cause, the period of the noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

#### **G. NONCOMPLIANCE REPORTS**

The Discharger must report to the San Diego Water Board any noncompliance which may endanger human health or the environment. Any information shall be provided orally within 24 hours from the time the Discharger becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Discharger becomes aware of the circumstances. The written submission shall contain a description of the incident and its cause, the period of the noncompliance including exact dates and times; and if the noncompliance has not been corrected, the anticipated time it is expected to continue, and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. The San Diego Water Board may waive the above-required written report under this provision on a case-by-case basis if an oral report has been received within 24 hours.

#### **H. SIGNATORY REQUIREMENTS**

All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

1. For a corporation, by a responsible corporate officer of at least the level of vice president, or
2. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively, or
3. For a municipality, or a state, federal, or other public agency, by either a principal executive officer or ranking elected official.

#### **I. DULY AUTHORIZED REPRESENTATIVE**

Applications, reports, or information submitted to the San Diego Water Board may be signed by a duly authorized representative of that person described in Reporting Requirement H, above, if:

1. The authorization is made in writing by a person described above,



2. The authorization specifies either an individual or position having responsibility for the overall operation of the regulated activity; and
3. The written authorization is submitted to the San Diego Water Board.

If such authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the Project, a new authorization satisfying the above requirements must be submitted to the San Diego Water Board prior to or together with any reports, information, or applications, to be signed by an authorized representative.

#### **J. CERTIFICATION**

All applications, reports, or information submitted to the San Diego Water Board must be signed and certified as follows:

*"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."*

#### **K. ELECTRONIC DOCUMENT SUBMITTAL**

The Discharger must submit all reports and information required under the Order in electronic format to [SanDiego@waterboards.ca.gov](mailto:SanDiego@waterboards.ca.gov). Documents over 50 megabytes will not be accepted via e-mail and must be placed on a disc or flash drive and delivered to:

California Regional Water Quality Control Board  
San Diego Region  
Attn: 401 Certification PID 855844  
2375 Northside Drive, Suite 100  
San Diego, California 92108

Each electronic document must be submitted as a single, text-searchable PDF. All electronic documents must include scanned copies of all signature pages; electronic signatures will not be accepted. Electronic documents submitted to the San Diego Water Board must include the following identification numbers in the header or subject line: 401 Certification PID 855844.

### **IX. PROVISIONS**

#### **A. DUTY TO COMPLY WITH THE ORDER**

The Discharger must comply with all conditions of the Order. Any noncompliance with the Order constitutes a violation of the Water Code and is grounds for (a) enforcement action; (b) termination, revocation and reissuance, or modification of the Order; or (c) denial of a report of waste discharge in application for new or revised waste discharge requirements.

**B. DUTY TO COMPLY WITH SUPPORTING MATERIALS**

The Discharger must, at all times, fully comply with the engineering plans, specifications and technical reports submitted to the San Diego Water Board to support the Order and all subsequent submittals required under the Order and as described herein. The conditions within the Order shall supersede conflicting provisions within such plans, specifications, technical reports, and other submittals required under the Order.

**C. ANTICIPATED NONCOMPLIANCE**

The Discharger shall give advance notice to the San Diego Water Board of any planned changes in the Project or the compensatory mitigation project which may result in noncompliance with the terms and requirements of the Order.

**D. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE**

It shall not be a defense for a Discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the Order.

**E. DUTY TO MITIGATE**

The Discharger shall take all reasonable steps to minimize or prevent any discharge in violation of the Order that has a reasonable likelihood of adversely affecting human health or the environment, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the noncompliance.

**F. PROPERTY RIGHTS**

The Order does not convey any property rights of any sort or any exclusive privileges. The issuance of the Order does not authorize any injury to persons or property or invasion of other private rights, or any infringement of State or local law or regulations.

**G. INSPECTION AND ENTRY**

The Discharger must allow the San Diego Water Board or the State Water Resources Control Board, and/or their authorized representative(s) (including an authorized contractor acting as their representative), upon the presentation of credentials and other documents, as may be required by law, to:

1. Enter upon the Discharger's premises, where a regulated facility or activity is located or conducted, or where records are kept under the conditions of the Order,
2. Access and copy, at reasonable times, any records that must be kept under the conditions of the Order,
3. Inspect and photograph, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under the Order, and

4. Sample or monitor, at reasonable times, for the purposes of assuring compliance with the Order or as otherwise authorized by the Water Code, any substances, or parameters at any location.

#### **H. RETENTION OF RECORDS**

The Discharger shall retain records of all monitoring information, including all calibration and maintenance records, copies of all reports required by the Order, and records of all data used to complete the application for the Order. Records shall be maintained for a minimum of five years from the date of the sample, measurement, report, or application. Records may be maintained electronically. This period may be extended during the course of any unresolved enforcement action or litigation regarding this discharge or when requested by the San Diego Water Board.

#### **I. DUTY TO PROVIDE INFORMATION**

The Discharger shall furnish to the San Diego Water Board, within a reasonable time, any information which the San Diego Water Board may request to determine whether cause exists for modifying, revoking and reissuing, or terminating the Order. The Discharger shall also furnish to the San Diego Water Board, upon request, copies of records required to be kept by the Order.

#### **J. REOPENER PROVISION**

The Order may be modified, revoked and reissued, or terminated for cause including, but not limited to, the following.

1. Violation of any terms or conditions of the Order.
2. Obtaining the Order by misrepresentation or failure to disclose fully all relevant facts.
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

The filing of a request by the Discharger for the modification, revocation, reissuance, or termination of the Order, or notification of planned changes or anticipated noncompliance does not stay any condition of the Order.

#### **K. REOPENER PROVISION**

The San Diego Water Board reserves the right to suspend, cancel, or modify and reissue the Order, after providing notice to the Discharger, if the San Diego Water Board determines that the Project fails to comply with any of the terms or requirements of the Order or if the results of the Project have unintended impacts to water quality.

#### **L. TRANSFER OF RESPONSIBILITY**

The Order is not transferable in its entirety or in part to any person or organization except after notice to the San Diego Water Board in accordance with the following terms:

1. **Transfer of Property Ownership.** The Discharger must notify the San Diego Water Board of any change in ownership of the Project area. Notification of change in ownership must include, at a minimum, a statement that the Discharger has provided the purchaser with a copy of the Order and that the purchaser understands and accepts the Order requirements and the obligation to implement them or be subject to liability for failure to do so; the seller and purchaser must sign and date the notification and provide such notification to the San Diego Water Board within 10 days of the transfer of ownership.
2. **Transfer of Post Construction BMP Maintenance Responsibility.** The Discharger assumes responsibility for the inspection and maintenance of all post-construction structural BMPs until such responsibility is legally transferred to another entity. At the time maintenance responsibility for post-construction BMPs is legally transferred the Discharger must submit to the San Diego Water Board a copy of such documentation and must provide the transferee with a copy of a long-term BMP maintenance plan that complies with manufacturer specifications. The Discharger must provide such notification to the San Diego Water Board within 10 days of the transfer of BMP maintenance responsibility.

#### **M. PAYMENT OF FEES**

The Order is conditioned upon total payment of any fee required under California Code of Regulations, Title 23 section 2200, and owed by the Discharger.

#### **N. ORDER AVAILABILITY**

A copy of the Order, the application, and supporting documentation must be available at the Project site during construction for review by site personnel and agencies. A copy of the Order must also be provided to the contractor and all subcontractors working at the Project site.

#### **O. ENFORCEMENT AUTHORITY**

In the event of any violation or threatened violation of the conditions of the Order, the violation or threatened violation shall be subject to any remedies, penalties, process, or sanctions as provided for under State law.

#### **P. INVESTIGATION OF VIOLATIONS**

In response to a suspected violation of any condition of the Order, the San Diego Water Board may, pursuant to Water Code section 13267, require the Discharger to investigate, monitor, and report information on the violation. The only restriction is that the burden, including costs of preparing the reports, must bear a reasonable relationship to the need for and the benefits to be obtained from the reports.

#### **X. NOTIFICATIONS TO DISCHARGER**

- A. These waste discharge requirements have not been officially reviewed by the United States Environmental Protection Agency and are not issued pursuant to CWA section 402.

- B.** The provisions of the Order are severable, and if any provision of the Order, or the application of any provision of the Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of the Order, shall not be affected thereby.
- C.** The Order becomes effective on the date of adoption by the San Diego Water Board.
- D.** Any person aggrieved by this action of the San Diego Water Board may petition the State Water Resources Control Board (State Water Board) to review the action in accordance with Water Code Section 13320 and the California Code of Regulations, title 23, sections 2050-2056 and following. The State Water Board must receive the petition by 5:00 p.m., 30 days after adoption of the Order. Copies of the law and regulations applicable to filing petitions may be found on the State Water Board's webpage titled [Water Quality Petitions](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/) ([https://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality/](https://www.waterboards.ca.gov/public_notices/petitions/water_quality/)) or will be provided upon request.

**ATTACHMENT A: PROJECT SITE MAPS AND PLANS**

Figure 1: Regional location map showing Project location.

Figure 2: Project vicinity map showing Project location.

Figures 3A-B: Map of the Project impacts to waters of the State in the south (A) and north (B) sections of Maple Canyon.

## **ATTACHMENT B: PROHIBITIONS**

The Water Quality Control Plan for the San Diego Basin (9) (Basin Plan), adopted on September 8, 1994 as amended, establishes the following Waste Discharge Prohibitions pursuant to California Water Code section 13243 applicable to the Discharge:

- Prohibition No. 1. The discharge of waste to waters of the state in a manner causing, or threatening to cause a condition of pollution, contamination, or nuisance as defined in California Water Code section 13050, is prohibited.
- Prohibition No. 2. The discharge of waste to land, except as authorized by waste discharge requirements or the terms described in California Water Code section 13264 is prohibited.
- Prohibition No. 3. The discharge of pollutants or dredged or fill material to waters of the United States except as authorized by an NPDES permit or a dredged or fill material permit (subject to the exemption described in California Water Code section 13376) is prohibited.
- Prohibition No. 7. The dumping, deposition, or discharge of waste directly into waters of the state, or adjacent to such waters in any manner which may permit its being transported into the waters, is prohibited unless authorized by the San Diego Water Board.

**APPENDIX Q**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE - STREAMBED ALTERATION  
AGREEMENT**





State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
www.wildlife.ca.gov

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



August 26, 2021

Ms. Maya Mazon  
City of San Diego  
Department of Engineering and Capital Projects  
525 B Street, Suite 750, MS908A  
San Diego, California 92101  
via EPIMS: mmazon@sandiego.gov

Dear Ms. Mazon:

**Final Lake or Streambed Alteration Agreement, EPIMS Notification No. EPIMS-SDO-15182-R5, Maple Canyon Restoration**

Attached is the final Streambed Alteration Agreement (Agreement) for the Maple Canyon Restoration project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the mitigated negative declaration prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Ms. Kelly Fisher, Environmental Scientist, at (858) 467-4207 or by email at kelly.fisher@wildlife.ca.gov.

Sincerely,

DocuSigned by:  
*David Mayer*  
D730B4520375406...

David Mayer  
Environmental Program Manager

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
SOUTH COAST REGION  
3883 RUFFIN ROAD  
SAN DIEGO, CALIFORNIA 92123



**STREAMBED ALTERATION AGREEMENT**  
**EPIMS-SDO-15182-R5**  
UNNAMED TRIBUTARY TO SAN DIEGO BAY

CITY OF SAN DIEGO  
MAPLE CANYON RESTORATION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and City of San Diego – Department of Engineering and Capital Projects (Permittee) as represented by Maya Mazon.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 16, 2020, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located within the bed, channel, and bank of an unnamed tributary to San Diego Bay within Maple Canyon, running northeast to southwest from the corner of Spruce Street and Fourth Avenue to the eastern terminus of West Maple Street, in the City of San Diego, County of San Diego, State of California; Latitude 33.723250, -117.16760; Assessor's Parcel Numbers 452-655-13, 452-656-19, 452-661-11, 452-667-01, 452-675-05, 452-707-13, 452-707-21, and various street rights-of-way (paper streets).

## **PROJECT DESCRIPTION**

The project is limited to those activities described in Permittee's *EPIMS Notification for a Standard Agreement for the Maple Canyon Restoration Project*. The Maple Canyon Restoration Project is described as a 2-phase project. Phase 1 will replace 16 existing

storm drain systems (SDs) from adjacent streets that outfall into Maple Canyon and construct a new SD within Maple Street, and Phase 2 will restore and expand the channel to establish streambed and riparian habitats along the canyon floor. For Phase 1, the majority of the work involved in constructing the SDs will be occurring in upland areas outside the stream. Construction access to 6 of the SDs, however, will require temporary stream crossings of steel plates, timber crossings, and/or temporary dirt fill over pipes. For Phase 2, the existing creek is to be completely regraded to stabilize the streambed and banks, to prevent further erosion, and to restore native habitat to all areas being graded. The streambed will be widened, and 23 4-ft drop structures will be added to reduce the gradient between the structures and slow water velocities to stop erosion. Boulders will be placed at the base of the drop structures to dissipate the energy of the water. The streambed is to be planted with mostly short, wetland or facultative wetland, annuals and perennial shrubs. The banks will be planted with streamside-adapted species. Upper bank and any floodplain areas will support a mixture of bottomland annuals, perennials, shrubs, and riparian trees. See Exhibit A – Project Figures for channel design.

Phase 1 equipment will include small bulldozer, backhoes, excavators, dump trucks, bobcats, forklifts, water trucks, concrete trucks and mixers, and hydroseeder; and at street level, curb extruders, asphalt layers, electric and pneumatic tools, and generators. Phase 2 equipment will include small bulldozer, backhoes, excavators, dump trucks, bobcats, water trucks, wheelbarrows, hand tools, and hydroseeder.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: REPTILES – western fence lizard (*Sceloporus occidentalis*); BIRDS – Allen's hummingbird (*Selasphorus sasin*), Anna's hummingbird (*Calypte anna*), acorn woodpecker (*Melanerpes formicivorus*), Cassin's kingbird (*Tyrannus vociferans*), western kingbird (*Tyrannus verticalis*), Pacific-slope flycatcher (*Empidonax difficilis*), black phoebe (*Sayornis nigricans*), western scrub-jay (*Aphelocoma californica*), common raven (*Corvus corax*), American crow (*Corvus brachyrhynchos*), bushtit (*Psaltriparus minimus*), house wren (*Troglodytes aedon*), Bewick's wren (*Thryomanes bewickii*), northern mockingbird (*Mimus polyglottos*), orange-crowned warbler (*Oreothlypis celata*), yellow-rumped warbler (*Setophaga coronata*), song sparrow (*Melospiza melodia*), white-crowned sparrow (*Zonotrichia leucophrys*), spotted towhee (*Pipilo maculatus*), California towhee (*Melospiza crissalis*), hooded oriole (*Icterus cucullatus*), lesser goldfinch (*Spinus psaltria*), house finch (*Haemorhous mexicanus*); MAMMALS – brush rabbit (*Sylvilagus bachmani*), Botta's pocket gopher (*Thomomys bottae*); riparian vegetation which provides habitat for those species; and all other aquatic and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish or wildlife resources identified above include: change in contour and gradient of bed, channel or bank; change in channel cross-section; increase of bank erosion during construction; short-term release

of contaminants (e.g., incidental from construction); disruption to nesting birds and other wildlife; direct take of terrestrial species; and disturbance from project activity.

Phase 1 will temporarily impact 0.06 acre of streambed through installation of temporary crossings and storm drain construction work areas. Phase 2 will regrade the main channel and portions of the tributaries, resulting in impacts to 0.557 acre of unvegetated stream. The drop structures total 0.038 acre of permanent impact. A total area of 2.89 acres of streambed and riparian habitat will be restored during Phase 2.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

### **2. Avoidance and Minimization Measures**

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Area Boundary. Work area boundaries shall be delineated by posting signs, staking, flagging, erecting temporary fencing, or otherwise clearly marking to minimize surface and vegetation disturbance. No paint or permanent discoloring agents shall be applied to rocks or vegetation to indicate limits of survey or construction activity where any sensitive biological resources occur. All temporary fencing and flagging shall be removed at the conclusion of construction activities.

- 2.2 Access to Work Site. Access to the work site shall be via existing roads and access ramps, to the extent practicable. Where it is necessary to cross the stream channel to access the worksite, Permittee shall install a temporary crossing of steel plates, timber crossings, and/or temporary dirt fill over pipes. Temporary crossings shall be removed immediately upon work completion. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.
- 2.3 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. Supplies or equipment where wildlife could hide (e.g., pipes, culverts, pole holes) shall be inspected prior to moving or working on them to reduce the potential for injury to wildlife. Supplies or equipment that cannot be inspected or from which animals could not be removed shall be capped or otherwise covered at the end of each workday. Old piping or other supplies that have been left open shall not be capped until inspected and any species found in it allowed to escape. Ramping shall be provided in open trenches when necessary. If an animal is found entrapped in supplies or equipment, such as a pipe section, the supplies or equipment shall be avoided and the animal(s) left to leave on its own accord, except as otherwise authorized by CDFW.
- 2.4 Seasonal Restrictions - Tree/Shrub Removal. To avoid potential impact to nesting birds, trees and shrubs designated for removal shall be cut down during the time period of September 16 to February 1. Trees/shrubs may be removed between February 1 and September 15 provided Permittee has a qualified biologist survey the proposed work area within 10 days prior to the start of tree/shrub removal to verify the presence or absence of nesting birds. The detailed survey shall be submitted to CDFW for reference.
- 2.5 Work Period in Dry Weather Only. Work within the channel shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease, and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream: 1) no phase of the project shall be started unless all work for that phase and all associated erosion control measures are completed prior to the onset of precipitation; and 2) no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

- 2.6 Work in Wetted Areas. Vehicles shall not be driven and equipment shall not be operated in wetted areas (including but not limited to ponded, flowing, or wetland areas) without the prior written approval of CDFW.
- 2.7 Erosion Control Measures. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream. Permittee shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.8 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. Permittee shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. Permittee shall be responsible for spill material removal and disposal to an approved off-site landfill and spill reporting to the permitting agencies. Equipment shall be stored at designated areas only. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills. A spill containment kit shall be available on site for all fueling, maintenance, and construction activities.
- 2.9 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Mitigation for Authorized Impacts. Provided the project is constructed in accordance with *City of San Diego Maple Canyon Restoration Phase 2 (WBS# B-12040) Restoration Plan*, dated October 28, 2020, no additional compensatory mitigation is required for the activities authorized in this Agreement.

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. Permittee shall notify CDFW, in writing, at least five days prior to initiation of construction (project) activities and at least five days prior to completion of construction (project) activities.

## **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

### To Permittee:

Maya Mazon  
City of San Diego – Department of Engineering and Capital Projects  
EPIMS-SDO-15182-R5  
Maple Canyon Restoration  
mmazon@sandiego.gov

### To CDFW:

Department of Fish and Wildlife  
South Coast Region  
EPIMS-SDO-15182-R5  
Maple Canyon Restoration  
epims.r5@wildlife.ca.gov

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited

to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).



## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire on July 31, 2026, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

## **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

A. Exhibit A – Project Figures

## **AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

## **AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

## **CONCURRENCE**

Through the electronic signature by Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), Permittee accepts and agrees to comply with all provisions contained herein.

**The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.**

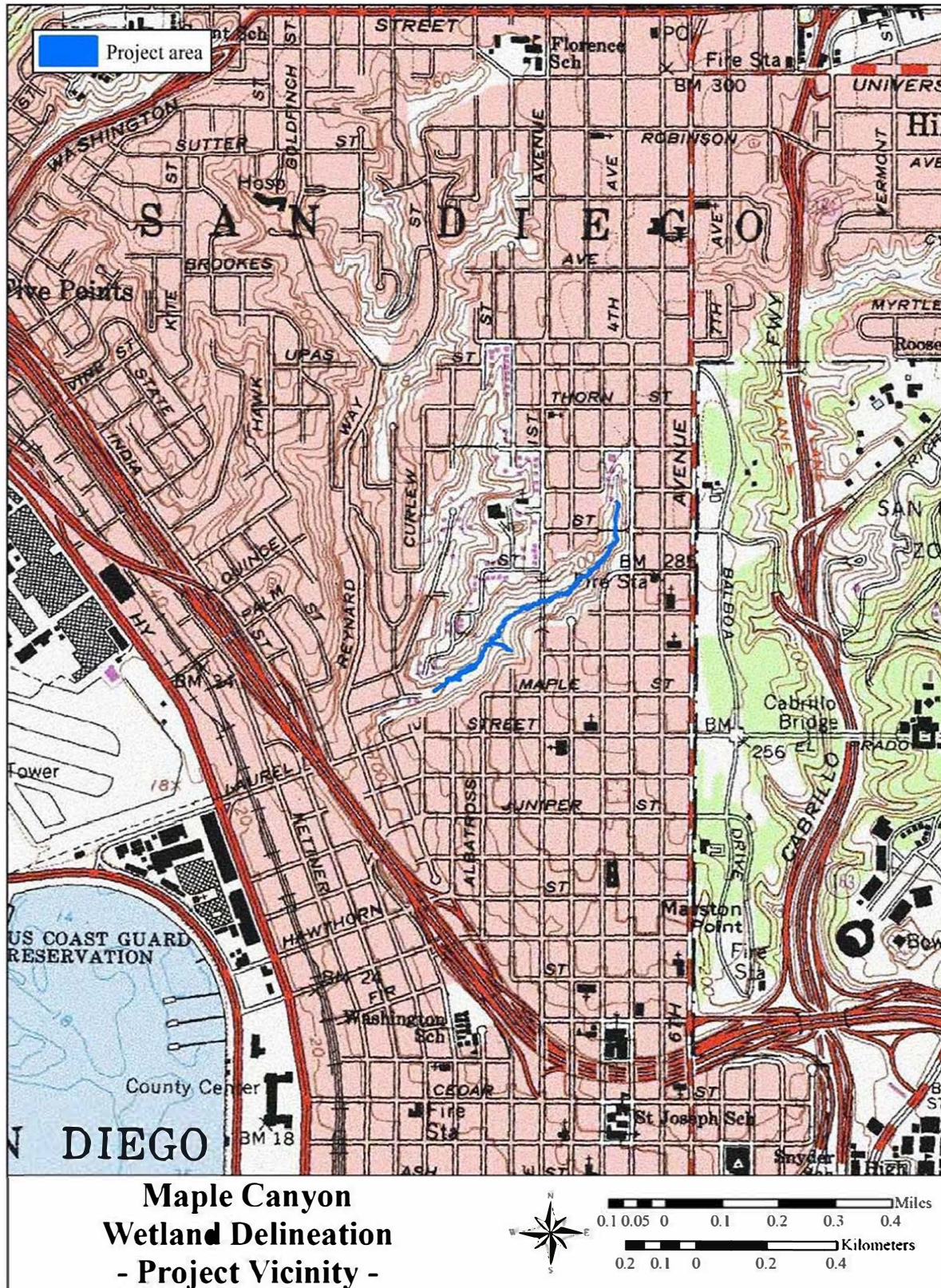


Figure 2. Project Vicinity Map.

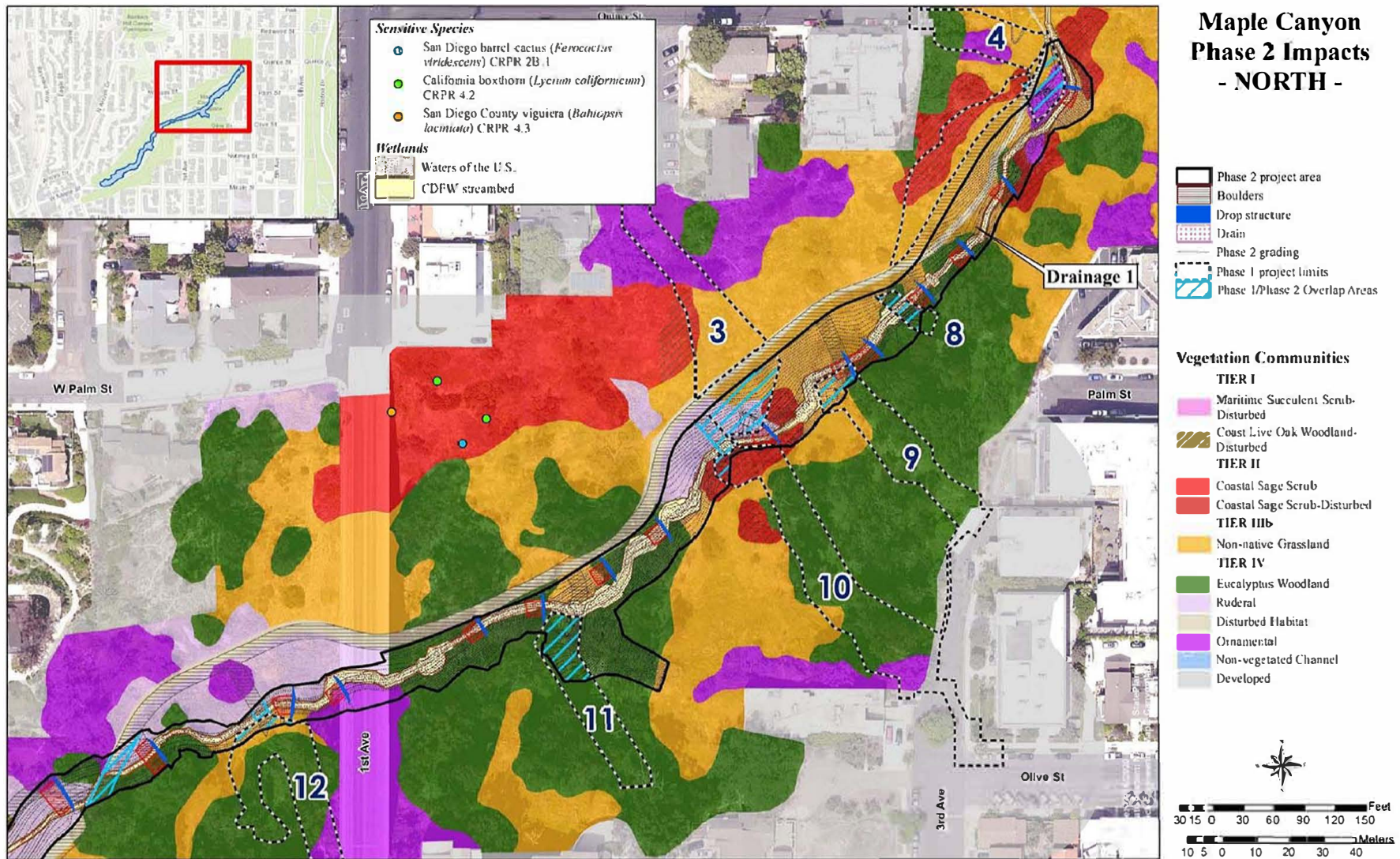


Figure 4. Impacts to vegetation Communities and Sensitive Resources – Maple Canyon (North).

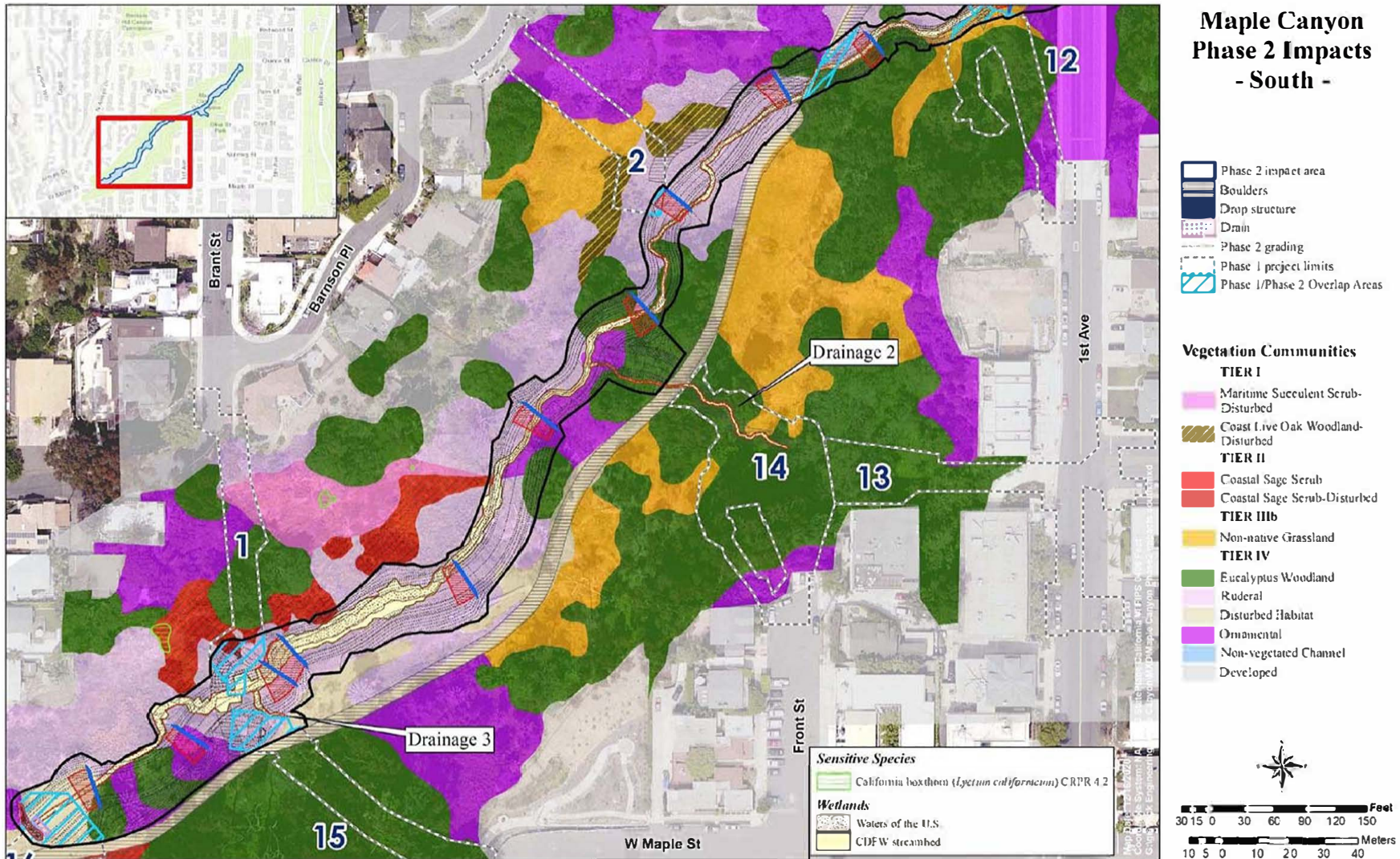


Figure 7. Impacts to vegetation Communities and Sensitive Resources – Maple Canyon (South).

**ATTACHMENT F**  
**RESERVED**

**ATTACHMENT G**  
**CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

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### CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and **Dick Miller, Inc.**, herein called "Contractor" for construction of **Maple Canyon Restoration - Phases 1 & 2 ("Project")**; Bid No. **K-23-2030-DBB-3**; in the total amount of **Nine Million Seven Hundred Sixty Five Thousand Five Hundred Fifty Two Dollars and Sixty Cents (\$9,765,552.60)** which is comprised of the Base Bid, consisting of an amount not to exceed Ten Million Eighty Thousand Five Hundred and Fifty Two Dollars and Sixty Cents (\$10,080,552.60), less Three Hundred Fifteen Thousand Dollars (\$315,000.00) which is the amount bid for the 60-month Long-Term Maintenance and Monitoring Agreement ("60-Month LTMMA") attached as Appendix J.

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) The 25-Month Long-Term Maintenance and Monitoring Agreement in Appendix I, and the 60-Month LTMMA in Appendix J, if approved by City Council.
  - (e) Documents entitled **Maple Canyon Restoration - Phases 1 & 2** on file in the office of the City Clerk as Document No. **B-12040**, as well as all matters referenced therein.
2. The Project was originally put out to bid as a phase-funded agreement with two construction phases identified. However, the City is exercising its discretion to move forward with the entire Scope of Work identified in Attachment A without dividing the construction work into phases. As a result of this change, the references to phased funding for the construction phases are no longer applicable.
3. The City's obligation to sign the 60-Month LTMMA and pay for work under the 60-Month LTMMA is expressly contingent upon the City Council authorizing this contract to extend beyond five years and authorizing the Mayor to sign and deliver the 60-month LTMMA. If the City Council approves the 60-Month LTMMA, the total amount of the contract will be increased to **Ten Million Eighty Thousand Five Hundred Fifty-Two Dollars and Sixty Cents (\$10,080,552.60)**.
4. Contractor has signed and delivered the 60-Month LTMMA and is able, ready, and willing to perform the 60-Month LTMMA if the City signs that agreement at the price (\$315,000.00) in Contractor's bid.
5. 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 **Maple Canyon Restoration - Phases 1 & 2**, Bid Number. **K-23-2030-DBB-3**, San Diego, California.
6. 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 claim's incident to such performances.



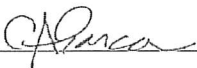
**CONTRACT AGREEMENT (continued)**

- 7. 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.
- 8. 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.

**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**

By 

Mara W. Elliott, City Attorney  
By 

Print Name: Claudia C. Abarca  
Director  
Purchasing & Contracting Department

Print Name: Frank Allen  
Deputy City Attorney

Date: March 24, 2023

Date: 03/24/2023

**CONTRACTOR**

By Glen F. Bullock Digitally signed by Glen F. Bullock  
DN: cn=US, email=GFBullock@DIRUSA.net, o=Dick Miller  
Inc., cn=Glen F. Bullock  
Date: 2023.03.20 14:42:32-07'00'

Print Name: Glen F. Bullock

Title: President

Date: 03/22/2023

City of San Diego License No.: B2014004558

State Contractor's License No.: 380204 A,B,C12

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000004547

## **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

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### COVID-19 VACCINATION ORDINANCE

#### CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego City Council Ordinance No. O-2022-53 Emergency Ordinance to Implement the City's Mandatory COVID-19 Vaccination Policy.

#### TERMS OF COMPLIANCE

The Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City of San Diego (City) contractors, who interact with City employees while providing contracted services indoors in City facilities or while performing bargaining unit work while indoors, to be fully vaccinated against COVID-19, effective January 3, 2022, as a condition for provision or continued provision of contracted services.

1. "City contractor" means a person who has contracted with the City of San Diego to provide public works, goods, services, franchise, or consultant services for or on behalf of the City, and includes a subcontractor, vendor, franchisee, consultant, or any of their respective officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, consultant, or vendor. "Person" means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation business trust or organization.
2. "Fully vaccinated" means a person has received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, or otherwise meets the criteria for full vaccination against COVID-19 as stated in applicable public health guidance, orders, or law. Acceptable COVID-19 vaccines must be approved by the U.S. Food and Drug Administration (FDA) or authorized for emergency use by the FDA or the World Health Organization.
3. "Close contact" means a City contractor is **within 6 feet** of a City employee for a **cumulative total of 15 minutes or more over a 24-hour period** (for example, three individual 5-minute exposures for a total of 15 minutes).
4. City contractors who interact in close contact with City employees must fully comply with the City's Mandatory COVID-19 Vaccination Policy, which may include a reporting program that tracks employee vaccination status.
5. City contractors with employees or subcontractors who interact in close contact with City employees must certify that those members of their workforce, and subcontractors regardless of tier, who work indoors at a City facility, are fully vaccinated and that the City contractor has a program to track employee compliance.
6. City contractors that have an Occupational Safety and Health Administration compliant testing program for members of their workforce, as a reasonable accommodation, may be considered for compliance.

Non-compliance with the City's Mandatory COVID-19 Vaccination Policy may result in termination of a contract for cause, pursuant to the City's General Terms and Provisions, Reference Standards, and the San Diego Municipal Code.

## **CONTRACTOR CERTIFICATION**

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### **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

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

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

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

## **CONTRACTOR CERTIFICATION**

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### **CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE**

I declare under penalty of perjury that I am authorized to make this certification on behalf of the company submitting this bid/proposal, that as Contractor, I am familiar with the requirements of City of San Diego Municipal Code § 22.3004 regarding Contractor Standards as outlined in the WHITEBOOK, Section 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**

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### **EQUAL BENEFITS ORDINANCE CERTIFICATION**

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

## **CONTRACTOR CERTIFICATION**

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### **EQUAL PAY ORDINANCE CERTIFICATION**

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

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

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

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

**AFFIDAVIT OF DISPOSAL**

**(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)**

**WHEREAS**, on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

**Maple Canyon Restoration – Phase 1 & 2**  
\_\_\_\_\_  
(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2030-DBB-3**; SAP No. WBS. **B-12040**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

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

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

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

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

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

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

**ATTEST:**

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

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

Notary Public in and for said County and State

**LIST OF SUBCONTRACTORS**

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

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

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR Registration Number	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBⓄ	WHERE CERTIFIED ①	CHECK IF JOINT VENTURE PARTNERSHIP ②
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 <sup>①</sup>	WHERE CERTIFIED <sup>②</sup>
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____						

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

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

## **ELECTRONICALLY SUBMITTED FORMS**

**FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.**

**PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS**

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. SUBCONTRACTOR LISTING FOR ALTERNATE ITEMS**
- D. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- E. DEBARMENT AND SUSPENSION CERTIFICATION (PRIME CONTRACTOR)**
- F. DEBARMENT AND SUSPENSION CERTIFICATION (SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS)**
- G. DISCLOSURE OF LOBBYING ACTIVITIES**
- H. FORM CD-512 CERTIFICATION REGARDING LOBBYING – LOWER TIER COVERED TRANSACTIONS**

**BID BOND**

**See Instructions to Bidders, Bidder Guarantee of Good Faith  
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That Dick Miller, Inc. as Principal, and The Ohio Casualty 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

MAPLE CANYON RESTORATION - PHASES 1 & 2; K-23-2030-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 17th day of November, 2022

Dick Miller, Inc. (SEAL)  
(Principal)

The Ohio Casualty Insurance Company  
(Surety)



By: [Signature]  
(Signature)

By: [Signature]  
(Signature)  
Bart Stewart, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8206236 - 969556

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bart Stewart

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of September, 2021.



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

By: David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of November, 2022.



By: Renee C. Llewellyn, Assistant Secretary



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )

County of San Diego )

On November 17th, 2022 before me, Genevieve Sistar, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Bart Stewart  
*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 \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 11/23/2022 before me, Norma A. Garcia, Notary Public,  
(Here insert name and title of the officer)

personally appeared Glen F. Bullock,  
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.

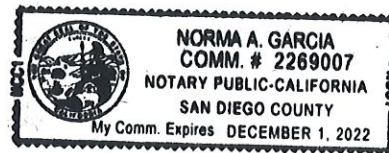
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Norma A. Garcia

Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Maple Canyon Restoration - Phases 1 & 2  
(Title or description of attached document)

K-23-2030-DBB-3  
(Title or description of attached document continued)

Number of Pages        Document Date       

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- \_\_\_\_\_ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## 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: DICK MILLER INC.

Certified By JOHN MARTINEZ Title SR. ESTIMATOR

  
 Name  
 Signature

Date 12/06/2022

**USE ADDITIONAL FORMS AS NECESSARY**

## SUBCONTRACTORS FOR ALTERNATES

\*\*\* FOR USE WHEN LISTING SUBCONTRACTORS FOR ALTERNATES ONLY \*\*\*  
 (Use Additional Sheets As Needed)

IDENTIFY ALTERNATE <small>(example: Deductive Alternate B) Only one Alternate and Sub per line</small>	SUBCONTRACTOR NAME, LOCATION, PHONE & EMAIL	SUBCONTRACTOR'S CA LICENSE NUMBER	SUBCONTRACTOR'S DIR REGISTRATION NUMBER	IS SUBCONTRACTOR CONSTRUCTOR, DESIGNER, OR SUPPLIER	TYPE OF WORK	DOLLAR VALUE OF THE ALTERNATE SUBCONTRACT <small>(Negative If Deductive)</small>
162,163,164	Name: <u>western gardens</u> Address: <u>4616 pannonia rd.</u> City: <u>Carlsbad</u> State: <u>Ca</u> Zip: <u>92008</u> Phone: <u>760-720-1459</u> Email: <u>greg@westerngardens.net</u>	662550	1000004289	sub Contractor	Landscape	27,435.00
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					
	Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____					

**SUBCONTRACTORS FOR ALTERNATE ITEMS ARE NOT CONSIDERED IN THE CALCULATION TOWARD ACHIEVING  
SLBE/ELBE PARTICIPATION GOALS**

## Mandatory Disclosure of Business Interests Form

### BIDDER/PROPOSER INFORMATION

<b>Legal Name</b>		<b>DBA</b>	
GLEN F. BULLOCK		DICK MILLER INC.	
<b>Street Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
930 BOARDWALK STE H	SAN MARCOS	CA.	92078
<b>Contact Person, Title</b>		<b>Phone</b>	<b>Fax</b>
JOHN MARTINEZ		760-471-6842	760-471-6178

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.

<b>Name</b>	<b>Title/Position</b>
GLEN F. BULLOCK	PRESIDENT
<b>City and State of Residence</b>	<b>Employer (if different than Bidder/Proposer)</b>
SAN MARCOS CA.	
<b>Interest in the transaction</b>	
100%	

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

### \* 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.

JOHN MARTINEZ SR. ESTIMATOR



12/06/2022

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**  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

**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): *Bidders and contractors* who have been *debarred* or *suspended* are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving *contract* awards, executing *contracts*, participating as a *subcontractor*, employee, agent or representative of another *person* 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
GLEN F. BULLOCK	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: DICK MILLER INC.

Certified By JOHN MARTINEZ Title SR. ESTIMATOR

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_ Date 12/06/2022

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
**SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**  
**\*TO BE COMPLETED BY BIDDER\***  
**FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE**

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
Mary Mofid	COO
Ram Mofid	CEO

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

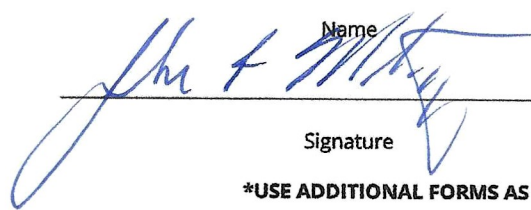
NAME	TITLE

SUBCONTRACTOR                       SUPPLIER                       MANUFACTURER

NAME	TITLE

Contractor Name: Socal Stormwater

Certified By John Martinez Title ESTIMATOR

  
 Name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date 12/06/2022


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

**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b></p> <input type="checkbox"/> a. Contract <input type="checkbox"/> a. Grant <input type="checkbox"/> b. Cooperative agreement <input type="checkbox"/> c. Loan <input type="checkbox"/> d. Loan guarantee <input type="checkbox"/> e. Loan insurance	<p><b>2. Status of Federal Action:</b></p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p><b>3. Report Type:</b></p> <input type="checkbox"/> a. initial finding <input type="checkbox"/> b. material change <p align="center"><b>For Material Change Only</b></p> year ____ quarter ____ date of last report ____
<p><b>4. Name and Address of Reporting Entity:</b></p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p>  Congressional District, if known:
<p><b>6. Federal Department/Agency:</b></p>		<p><b>7. Federal Program Name/Description:</b></p>  CFDA Number, if applicable: _____
<p><b>8. Federal Action Number, if known:</b></p>		<p><b>9. Award Amount, if known:</b></p> \$ _____
<p><b>10. a. Name and Address of Lobbying Entity</b>          (if individual, last name, first name, M)           (attach Continuation Sheet(s) SF-LLL4, if necessary)</p>		<p><b>b. Individuals Performing Services</b> (including address if different from No. 10a)          (last name, first name, MI):           (attach Continuation Sheet(s) SF-LLL4, if necessary)</p>
<p><b>11. Amount of Payment</b> (check all that apply)</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned		<p><b>13. Type of Payment</b> (check all that apply)</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____
<p><b>12. Form of Payment</b> (check all that apply)</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11:</b></p>  (attach Continuation Sheet(s) SF-LLL4, if necessary)		
<p><b>15. Continuation Sheet(s) SF-LLL4 attached:</b>      <input type="checkbox"/> Yes    <input type="checkbox"/> No</p>		
<p><b>16.</b> Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	Signature:  Print Name: <u>JOHN MARTINEZ</u> Title: <u>SR. ESTIMATOR</u> Telephone No. <u>560-471-6842</u> Date: <u>12/06/2022</u>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction          Standard Form LLL (Rev. 7-07)</p>



**DISCLOSURE OF LOBBYING ACTIVITIES** Approved by  
**CONTINUATION SHEET**

OMB0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

## **LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
  - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
  - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
  - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
  - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Authorized for Local Reproduction  
Standard Form - LLL-A

### CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

#### LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

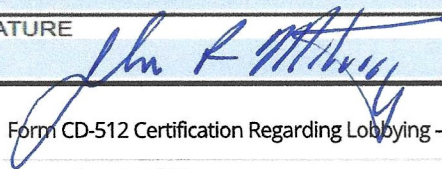
#### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT DICK MILLER INC		AWARD NUMBER AND/OR PROJECT NAME MAPLE CANYON RESTORATION PH 1&2	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE JOHN MARTINEZ			
SIGNATURE 		DATE 12/06/2022	

# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

## ADDENDUM A



## FOR

## MAPLE CANYON RESTORATION - PHASES 1 & 2

BID NO.: K-23-2030-DBB-3  
SAP NO. (WBS/IO/CC): B-12040  
CLIENT DEPARTMENT: 2116  
COUNCIL DISTRICT: 3  
PROJECT TYPE: CA, CB  
FEDERAL AID PROJECT NO.: 114089/07-79-07563

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### **BID DUE DATE:**

**2:00 PM  
DECEMBER 6, 2022**

### **CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## **A. CHANGES TO CONTRACT DOCUMENTS**

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## **B. TABLE OF CONTENTS**

1. To Item 5. ATTACHMENTS, Sub-Item D. **U.S. Department of Commerce, Economic Development Administration (EDA) Funding Agency Provisions**, number **"13, Forms"**, **DELETE** Forms "AA61, List of Work Made Available", "AA62, Summary of Bids Received", and "AA63, Good Faith Effort List of Subcontractors Solicited" in their entirety.

## **C. REQUIRED DOCUMENTS SCHEDULE**

1. To Required Documents Schedule During Bidding and Awarding, **FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS TABLE**, pages 5 through 6, **DELETE** in its entirety and **SUBSTITUTE** with pages 4 through 5 of this Addendum.

## **D. NOTICE INVITING BIDS**

1. To Item **7, SUBCONTRACTING PARTICIPATION PERCENTAGES**, pages 7 through 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:
  - 7. SUBCONTRACTING PARTICIPATION PERCENTAGES:** Refer to Attachment D for Affirmative Action.

## **E. ATTACHMENTS**

1. To **Attachment D, City of San Diego and U.S. Department of Commerce, Economic Development Administration (EDA) Funding Agency Provisions**, pages 31 through 106, **DELETE** in its entirety and **SUBSTITUTE** with pages 6 through 78 of this Addendum.

**F. SUPPLEMENTARY SPECIAL PROVISIONS**

1. To Attachment E, Supplementary Special Provisions, **APPENDICES, APPENDIX O, PROJECT IDENTIFICATION SIGNS**, pages 341 through 345, **DELETE** in its entirety and **SUBSTITUTE** with pages 79 through 84 of this Addendum.

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *November 1, 2022*  
San Diego, California

RA/AJ/egz

## 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>

### FEDERAL DOCUMENTS SUBMITTAL REQUIREMENTS

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.	List of Subcontractors For Alternate Items	At Time of Bid	ALL BIDDERS
4.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
6.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgrs	At Time of Bid	ALL BIDDERS
7.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
8.	Form CD-512 Certification Regarding Lobbying – Lower Tier Covered Transactions	At Time of Bid	ALL BIDDERS
9.	Bid Bond (Original)	By 5PM, 1 Working Day After Bid Opening	ALL BIDDERS
10.	Phased Funding Schedule Agreement	Within 10 working days of receipt by the bidder of the Notice of Intent to Award	AWARDED BIDDER



ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
11.	Payment & Performance Bond: Certificates of Insurance & Endorsements	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
12.	Signed Contract Agreement Page	Within 3 working days of receipt by bidder of Contract Agreement	AWARDED BIDDER
13.	Listing of "Other Than First Tier"	Within 10 working days of receipt by bidder of contract forms	AWARDED BIDDER

## ATTACHMENT D

### U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) FUNDING AGENCY PROVISIONS

## FUNDING AGENCY PROVISIONS

**IN THE EVENT THAT THESE REQUIREMENTS CONFLICT WITH THE CITY'S GENERAL EOC REQUIREMENTS, THE FUNDING AGENCY'S REQUIREMENTS WILL CONTROL.**

**1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).**

- 1.1.** If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<b>Timetables</b>	<b>Goals for minority participation for each trade</b>	<b>Goals for female participation for each trade</b>
	16.9 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of California

County of San Diego

City of San Diego

**2. EQUAL OPPORTUNITY CLAUSES:** Refer to Section 13, Economic Development Administration Contracting Provisions For Construction Projects.

**3. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:**

**3.1.** The Contractor is required to comply with the 15 “Standard Federal Equal Employment Specifications” in section 3.2 below and also located in 41 CFR 60-4.3 for federal and federally assisted construction contracts in excess of \$10,000.

**3.2.** Standard Federal Equal Employment Specifications.

1. As used in these specifications:

- a) Covered area” means the geographical area described in the solicitation from which this contract resulted;
- b) “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c) “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) “Minority” includes:
  - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in item 7, paragraphs "a" through "p", of this section below. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities
  - b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and



encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (item 7, paragraphs "a" through "p", of this section). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under item 7, paragraphs "a" through "p", of this section that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the

Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in item 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**3.3. Segregated Facilities (41 CFR 60-1.8).** The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

#### **4. VIOLATION OR BREACH OF REQUIREMENTS:**

- 4.1.** If at any time during the course of the Contract there is a violation of the Affirmative Action or Equal Employment Opportunity requirements by the Contractor, or the Subcontractors, the City will notify the Contractor of the breach. The City may withhold any further progress payments to the Contractor until the City is satisfied that the Contractor and Subcontractors are in full compliance with these requirements.

#### **5. MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

- 5.1.** Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in 2018 WHITEBOOK and the following:
  1. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

#### **6. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:**

- 6.1.** The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 6.2.** This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction. See Section 17 of Section 13, Economic Development Administration Contracting Provisions For Construction Projects.
- 6.3.** Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the

specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.

- 6.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions (see below) and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 6.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 6.6. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

7. **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.

7.1. **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.

7.1.1. 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.

**7.1.2.** 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.

**7.2. 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.

**7.3. 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.

**7.3.1.** Contractor 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.

**7.4. 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.

**7.5. 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.

- 7.6. 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.
- 7.7. 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."
- 7.8. 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.
- 7.9. 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.
- 7.9.1.** 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.

**7.9.2.** 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.

**7.10. 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.

**7.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

**7.12. 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:

**7.12.1. Registration.** The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1)

**7.12.2. 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).

**7.12.3. 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 7.11. above. (Labor code section 1773.3).

**8. PROJECT SIGNS.** The Contractor shall place a sign per specifications in Appendix O, pages 79 through 84 of this Addendum and shall maintain the sign in good condition for the duration of the construction period.

**9. DAVIS-BACON WAGE RATES AND PROVISIONS:**

**9.1. WAGE RATES** This contract shall be subject to the following Davis-Bacon Wage Decisions: (<http://sam.gov>)

"General Decision Number: CA20220001 10/21/2022

Superseded General Decision Number: CA20210001

State: California

Construction Types: Building, Heavy (Heavy and Dredging), Highway and Residential

County: San Diego County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS; RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>



The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	01/21/2022
3	02/11/2022
4	02/25/2022
5	04/01/2022
6	04/29/2022
7	07/22/2022
8	07/29/2022
9	08/05/2022
10	08/19/2022
11	09/02/2022
12	09/30/2022
13	10/07/2022
14	10/14/2022
15	10/21/2022

ASBE0005-002 07/04/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 32.09	19.66

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

BOIL0092-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 46.03	38.81

BRCA0004-008 05/01/2021

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 40.94	18.71

BRCA0018-004 06/01/2021

	Rates	Fringes
MARBLE FINISHER.....	\$ 35.90	14.11
TILE FINISHER.....	\$ 30.47	12.52
TILE LAYER.....	\$ 43.09	18.31

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BRCA0018-010 09/01/2021

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.43	14.10
TERRAZZO WORKER/SETTER.....	\$ 43.61	14.63

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CARP0213-003 07/01/2021

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 32.14	16.28
Drywall Stocker/Scrapper...	\$ 22.16	8.62

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CARP0619-002 07/01/2021

	Rates	Fringes
Drywall		
(2) All other work		
Drywall Installer/Lather...	\$ 42.80	16.28
Drywall Stocker/Scrapper...	\$ 23.07	8.62

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CARP0619-003 07/01/2021

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 51.53	16.28
(2) Commercial Building.....	\$ 46.30	16.28
(3) Heavy & Highway.....	\$ 51.40	16.28
(4) Residential Carpenter..	\$ 38.47	16.28
(5) Residential		
Insulation Installer.....	\$ 24.16	15.76
PILEDRIVERMAN.....	\$ 51.53	16.28

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CARP0619-004 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 831.20	16.28
(2) Standby.....	\$ 444.24	16.28
(3) Tender.....	\$ 436.24	16.28
(4) Assistant Tender.....	\$ 412.24	16.28

Amounts in "'Rates' column are per day

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CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

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CARP1607-004 07/01/2021

	Rates	Fringes
MILLWRIGHT.....	\$ 51.90	16.48

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ELEC0569-001 06/01/2021

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 54.36	3%+14.88
Electrician.....	\$ 53.61	3%+14.88
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 48.40	3%+14.88
Electrician.....	\$ 47.65	3%+14.88

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ELEC0569-004 06/01/2021

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 35.20	13.84

SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

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ELEC0569-005 06/01/2021

	Rates	Fringes
Sound & Communications		
Sound Technician.....\$ 35.20		13.84
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

SOUND TECHNICIAN: Terminating, operating and performing final check-out

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ELEC0569-006 06/06/2022

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....\$ 38.67		9.11
Utility Technician #2.....\$ 30.10		8.85

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite, installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

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 ELEC0569-008 08/30/2021

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 37.28	7.98

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0018-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.34	36.885+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

	Rates	Fringes
OPERATOR: Power Equipment		
(All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20
OPERATOR: Power Equipment		
(Cranes, Piledriving &		
Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20
GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment		
(Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo



form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt

loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar

types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator

(over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is

the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along

the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.



REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

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 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

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 \* IRON0229-001 01/01/2022

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 39.83	25.31
Ornamental, Reinforcing and Structural.....	\$ 44.75	33.95

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 37.68	22.44
Group 2.....	\$ 38.37	22.44
Group 3.....	\$ 39.12	22.44
Group 4.....	\$ 39.98	22.44
Group 5.....	\$ 41.60	22.44
LABORER (RESIDENTIAL CONSTRUCTION - See definition below)		
(1) Laborer.....	\$ 35.58	20.77
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).....	\$ 34.29	20.77

RESIDENTIAL DEFINITION: Wood or metal frame construction of single family residences, apartments and condominiums - excluding (a) projects that exceed three stories over a garage level, (b) any utility work such as telephone, gas, water, sewer and other utilities and (c) any fine grading work, utility work or paving work in the future street and public right-of-way; but including all rough grading work at the job site behind the existing right of way

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete Screeding for Rought Strike-off; Concrete, water curing; Demolition laborer; Flagman; Gas, oil and/or water pipeline laborer; General Laborer; General clean-up laborer; Landscape laborer; Jetting laborer; Temporary water and air lines laborer; Material hoseman (walls, slabs, floors and decks); Plugging, filling of Shee-bolt holes; Dry packing of concrete; Railroad maintenance, Repair Trackman and road beds, Streetcar and railroad construction trac laborers; Slip form raisers; Slurry seal crews (mixer operator, applicator operator, squeegee man, Shuttle man, top man), filling of cracks by any method on any surface; Tarman and mortar man; Tool crib or tool house laborer; Window cleaner; Wire Mesh puling-all concrete pouring operations

GROUP 2: Asphalt Shoveler; Cement Dumper (on 1 yard or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute man, pouring concrete, the

handling of the concrete from ready mix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer-impervious membrane and form oiler; Cutting torch operator (demolition); Guinea chaser; Headboard man-asphalt; Laborer, packing rod steel and pans; membrane vapor barrier installer; Power broom sweepers (small); Rippap, stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Tank sealer and cleaner; Tree climber, faller, chain saw operator, Pittsburgh Chipper and similar type brush shredders; Underground laborers, including caisson bellower

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, multi-plate; Kettlemen, potmen and men applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas, electric tools, vibrating machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

GROUP 4: Asphalt raker, luterman, ironer, asphalt dumpman and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), Grinder or sander; Concrete saw man; cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Laser beam in connection with laborer's work; Oversize concrete vibrator operator 70 pounds and over; Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzleman), Porta shot-blast, water blasting

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller-all power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power.

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LABO0089-002 11/01/2020

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 33.00	19.23

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LABO0089-004 07/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 38.80	22.44
Group 2.....	\$ 39.27	22.44
Group 3.....	\$ 39.72	22.44
Group 4.....	\$ 40.62	22.44
Group 5.....	\$ 43.58	22.44

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

GROUP 2: Asphalt abatement; Buggymobile; Cement dumper (on 1 yd. or larger mixers and handling bulk cement); Concrete curer, impervious membrane and form oiler; Chute man, pouring concrete; Concrete cutting torch; Concrete pile cutter; driller/Jackhammer, with drill steel 2 1/2 feet or longer; Dry pak-it machine; Fence erector; Pipeline

wrapper, gas, oil, water, pot tender & form man; Grout man; Installation of all asphalt overlay fabric and materials used for reinforcing asphalt; Irrigation laborer; Kettleman-Potman hot mop, includes applying asphalt, lay-kold, creosote, lime caustic and similar tyhpes of materials (dipping, brushing, handling) and waterproofing; Membrane vapor barrier installer; Pipelayer backup man (coating, grouting, making of joints, sealing caulkiing, diapering including rubber basket joints, pointing); Rotary scarifier, multiple head concrete chipper; Rock slinger; Roto scraper & tiller; Sandblaster pot tender; Septic tank digger/installer; Tamper/wacker operator; Tank scaler & cleaner; Tar man & mortar man; Tree climber/faller, chainb saw operator, Pittsburgh chipper & similar type brush shredders.

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt, Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, m makeing of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

GROUP 4: Any worker exposed to raw sewage. Asphalt Raker, Luteman, Asphalt Dumpman, Asphalt Spreader Boxes, Concrete Core Cutter, Concrete Saw Man, Cribber, Shorer, Head Rock Slinger. Installation of subsurface instrumentation, monitoring wells or points, remediation system installer; Laborer, asphalt-rubber distributor bootman; Oversize concrete vibrator operators, 70 pounds or over. Pipelayer, Prfefabricated Manhole Installer, Sandblast Nozzleman (Water Balsting-Porta Shot Blast), Traffic Lane Closure.

GROUP 5: Blasters Powderman-All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Horizontal directional driller, Boring system, Electronic traking, Driller: all power drills excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and all other types of mechanical drills without regard to form of motive power. Environmental remediation, Monitoring well, Toxic waste and Geotechnical driller, Toxic waste removal. Welding in connection with Laborer's

work.

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LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

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LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25

(2) Vehicle Operator/Hauler..\$ 40.86	18.25
(3) Horizontal Directional	
	Rates
Drill Operator.....\$ 42.71	18.25
(4) Electronic Tracking	
Locator.....\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)	
GROUP 1.....\$ 41.90	21.32
GROUP 2.....\$ 43.20	21.32
GROUP 3.....\$ 45.21	21.32
GROUP 4.....\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-003 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....\$ 38.92		23.32
PLASTER TENDER.....\$ 41.47		23.32

Work on a swing stage scaffold: \$1.00 per hour additional.  
Work at Military Bases - \$3.00 additional per hour:

Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

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 PAIN0036-001 07/01/2020

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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 PAIN0036-010 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 39.54	21.50
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 32.27	14.70

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 PAIN0036-012 10/01/2022

	Rates	Fringes
GLAZIER.....	\$ 47.90	20.71

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 PAIN0036-019 01/01/2021

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 33.52	17.59

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 PLAS0200-005 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64
NORTH ISLAND NAVAL AIR STATION, COLORADO NAVAL AMPHIBIOUS		



BASE, IMPERIAL BEACH NAVAL AIR STATION: \$3.00 additional per hour.

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PLAS0500-001 07/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
GROUP 1.....	\$ 26.34	19.77
GROUP 2.....	\$ 27.99	19.77
GROUP 3.....	\$ 30.07	21.12

CEMENT MASONS - work inside the building line, meeting the following criteria:

GROUP 1: Residential wood frame project of any size; work classified as Type III, IV or Type V construction; interior tenant improvement work regardless the size of the project; any wood frame project of four stories or less.

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

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PLUM0016-006 09/01/2022

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton; Vandenberg Air Force Base.....	\$ 59.68	26.26
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 40.95	23.61
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant		

improvement and remodel work.....	\$ 55.18	26.26
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PLUM0016-011 09/01/2022		
	Rates	Fringes
PLUMBER/PIPEFITTER Residential.....	\$ 43.66	22.18
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PLUM0345-001 09/01/2022		
	Rates	Fringes
PLUMBER Landscape/Irrigation Fitter..	\$ 38.20	25.65
Sewer & Storm Drain Work....	\$ 42.29	23.03
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ROOF0045-001 07/01/2022		
	Rates	Fringes
ROOFER.....	\$ 39.90	11.19
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SFCA0669-001 04/01/2022		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.99	25.16
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SHEE0206-001 07/01/2020		
	Rates	Fringes
SHEET METAL WORKER Camp Pendleton.....	\$ 42.62	29.55
Except Camp Pendleton.....	\$ 40.62	29.55
Sheet Metal Technician.....	\$ 30.51	9.49

SHEET METAL TECHNICIAN - SCOPE:

a. Existing residential buildings, both single and multi-family, where each unit is heated and/or cooled by a separate system b. New single family residential buildings including tracts. c. New multi-family residential buildings, not exceeding five stories of living space in height, provided each unit is heated or cooled by a separate system. Hotels and motels are excluded. d. LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000 e. TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of

commercial buildings, after completion of the building shell

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TEAM0166-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 28.15	24.82
GROUP 2.....	\$ 38.74	24.82
GROUP 3.....	\$ 38.94	24.82
GROUP 4.....	\$ 39.14	24.82
GROUP 5.....	\$ 39.34	24.82
GROUP 6.....	\$ 39.83	24.82
GROUP 7.....	\$ 41.34	24.82

FOOTNOTE: HAZMAT PAY: Work on a hazmat job, where hazmat certification is required, shall be paid, in addition to the classification working in, as follows: Levels A, B and C - +\$1.00 per hour. Workers shall be paid hazmat pay in increments of four (4) and eight (8) hours.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

GROUP 2: 2-axle Dump Truck, 2-axle Flat Bed, Concrete Pumping Truck, Industrial Lift Truck, Motorized Traffic Control, Pickup Truck on Jobsite

GROUP 3: 2-axle Water Truck, 3-axle Dump Truck, 3-axle Flat Bed, Erosion Control Nozzleman, Dump Crete Truck under 6.5 yd, Forklift 15,000 lbs and over, Prell Truck, Pipeline Work Truck Driver, Road Oil Spreader, Cement Distributor or Slurry Driver, Bootman, Ross Carrier

GROUP 4: Off-road Dump Truck under 35 tons 4-axles but less than 7-axles, Low-Bed Truck & Trailer, Transit Mix Trucks under 8 yd, 3-axle Water Truck, Erosion Control Driver, Grout Mixer Truck, Dump Crete 6.5yd and over, Dumpster Trucks, DW 10, DW 20 and over, Fuel Truck and Dynamite, Truck Greaser, Truck Mounted Mobile Sweeper 2-axle Winch Truck

GROUP 5: Off-road Dump Truck 35 tons and over, 7-axles or more, Transit Mix Trucks 8 yd and over, A-Frame Truck, Swedish Cranes

GROUP 6: Off-Road Special Equipment (including but not limited to Water Pull Tankers, Athey Wagons, DJB, B70 Wuclids or like Equipment)

GROUP 7: Repairman

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
 U.S. Department of Labor  
 200 Constitution Avenue, N.W.  
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**10. AGENCY SPECIFIC PROVISIONS:** Refer to Section 13, Economic Development Administration Contracting Provisions for Construction Projects

Note: Failure to comply with these specifications e.g., taking the specified steps prior to Bid opening and submitting the forms with the Bid, will lead to the Bid being declared **non-responsive** and, therefore, shall be rejected.

**10.1. EDA Requirements:**

**10.1.1.** Affirmative Good Faith Effort Steps shall include the steps listed at 2 CFR 200.321(b). Refer to Section 18 of Section 13, Economic Development Administration Contracting Provisions for Construction Projects.

**11. SUBCONTRACTING POTENTIAL RESOURCE CENTERS:**

Name and Address	Telephone and Web Site
<b>U.S. Small Business Administration</b>	(415) 744-6820 Extension 0
455 Market Street, Suite 600	Dynamic Small Business Search: <a href="http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm</a> <sup>1</sup>
San Francisco, CA 94105	Bid Notification: <a href="https://eweb1.sba.gov/subnet/common/dsp_login.cfm">https://eweb1.sba.gov/subnet/common/dsp_login.cfm</a>
RE: Minority Enterprise Development Offices	
<b>U.S. Department of Commerce</b>	(213) 989-3153 or (213) 353-9400
Minority Business Development Agency	Website: <a href="https://www.mbda.gov/business-center/los-angeles-mbda-business-center">https://www.mbda.gov/business-center/los-angeles-mbda-business-center</a>
1055 Wilshire Blvd, Suite 900 Los Angeles, CA 91107	RE: Los Angeles MBDA Business Center

Name and Address	Telephone and Web Site
<b>California Department of Transportation</b>	Mailing Address: PO Box 942874
(CALTRANS) Business Enterprise Program <sup>4t</sup>	Sacramento, CA 94274-0015 (916) 227-9599
1820 Alhambra Blvd. Sacramento, CA 95816	<u>DBE Database:</u> <a href="https://dot.ca.gov/programs/civil-rights/dbe-search">https://dot.ca.gov/programs/civil-rights/dbe-search</a> and <a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>
<b>CA Public Utilities Commission (CPUC)<sup>5</sup></b>	
505 Van Ness Avenue San Francisco, CA 94102-3298	<u>Directory:</u> <a href="https://sch.supplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp">https://sch.supplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</a>

**12. FORMS:**

**12.1.** The following form shall be submitted with the Bid submittal. Failure to include any of the forms shall cause the Bid to be deemed non-responsive.

1. Form CD-512 Certification Regarding Lobbying – Lower Tier Covered Transactions



**FUNDING AGENCY PROVISIONS**  
**FORMS**

### CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

**LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	AWARD NUMBER AND/OR PROJECT NAME <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	
SIGNATURE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>	DATE <div style="background-color: #e0e0e0; height: 20px; width: 100%;"></div>

**U. S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS  
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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## 1. **DEFINITIONS**

*Agreement* – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

*Architect/Engineer* - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

*Contract* – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

*Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

*Contractor* – The individual or entity with whom the Owner has entered into the Agreement.

*Drawings or Plans* – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

*EDA* - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

*Owner* – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

*Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

*Recipient* – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

*Specifications* – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

*Subcontractor* – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

*Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## 2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

## 3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans.*
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

#### 4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.



9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

### 13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

### 14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

Economic Development Administration  
Contracting Provisions for Construction Projects

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**  
**(as required by section 602 of PWEDA)**

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.



16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

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(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

- (a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.
- (b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.
- (c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.
- (e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

## 21. RESTRICTIONS ON LOBBYING

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

## 22. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

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Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not



including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared Economic Development Administration Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

*See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.*

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

**APPENDIX O**  
**PROJECT IDENTIFICATION SIGNS**

## EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

### EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT  
ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

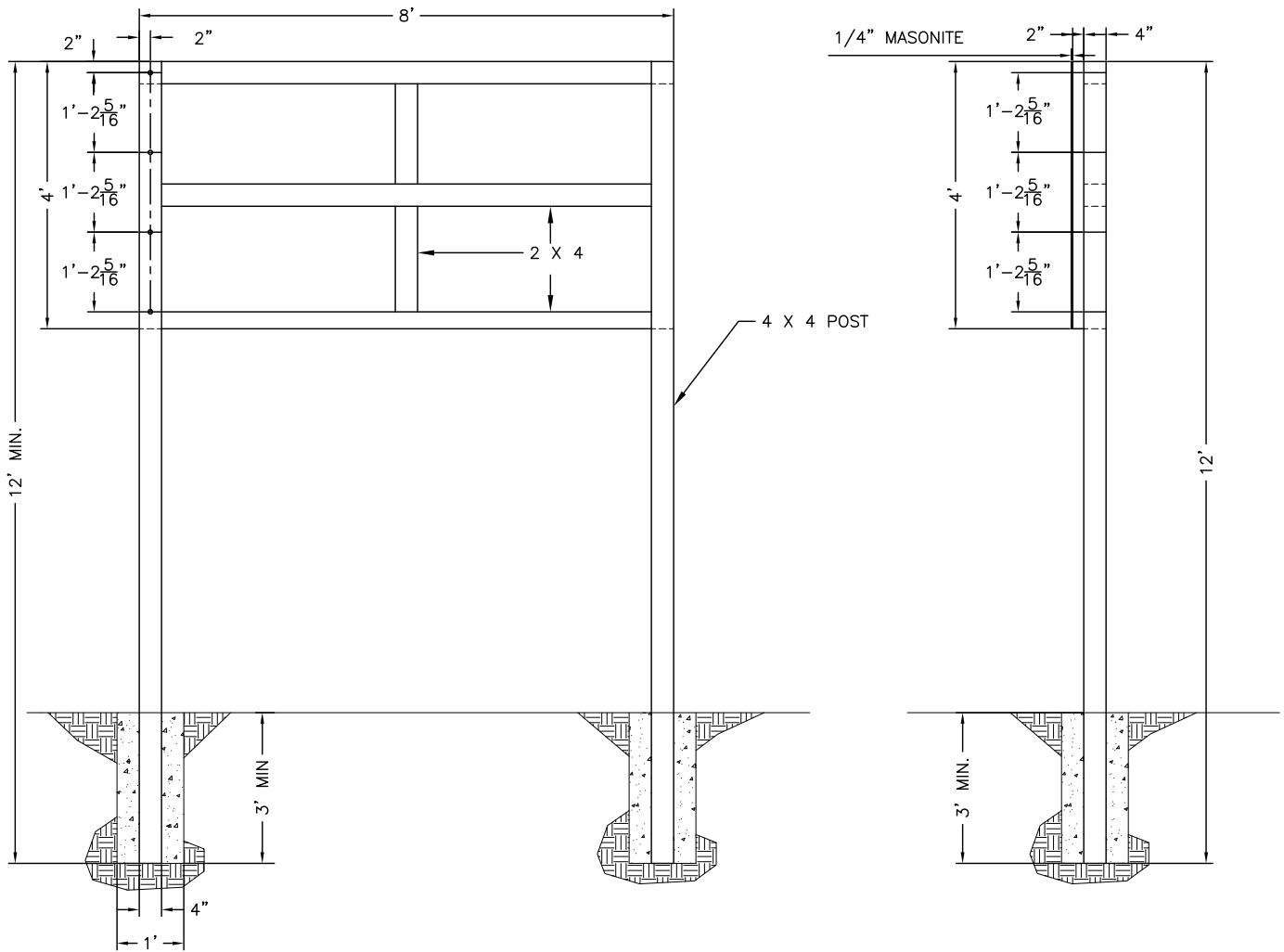
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT  
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use Univers™ 55 Oblique - **Univers 55**

(Name of) “EDA Grant Recipient” use Univers™ Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

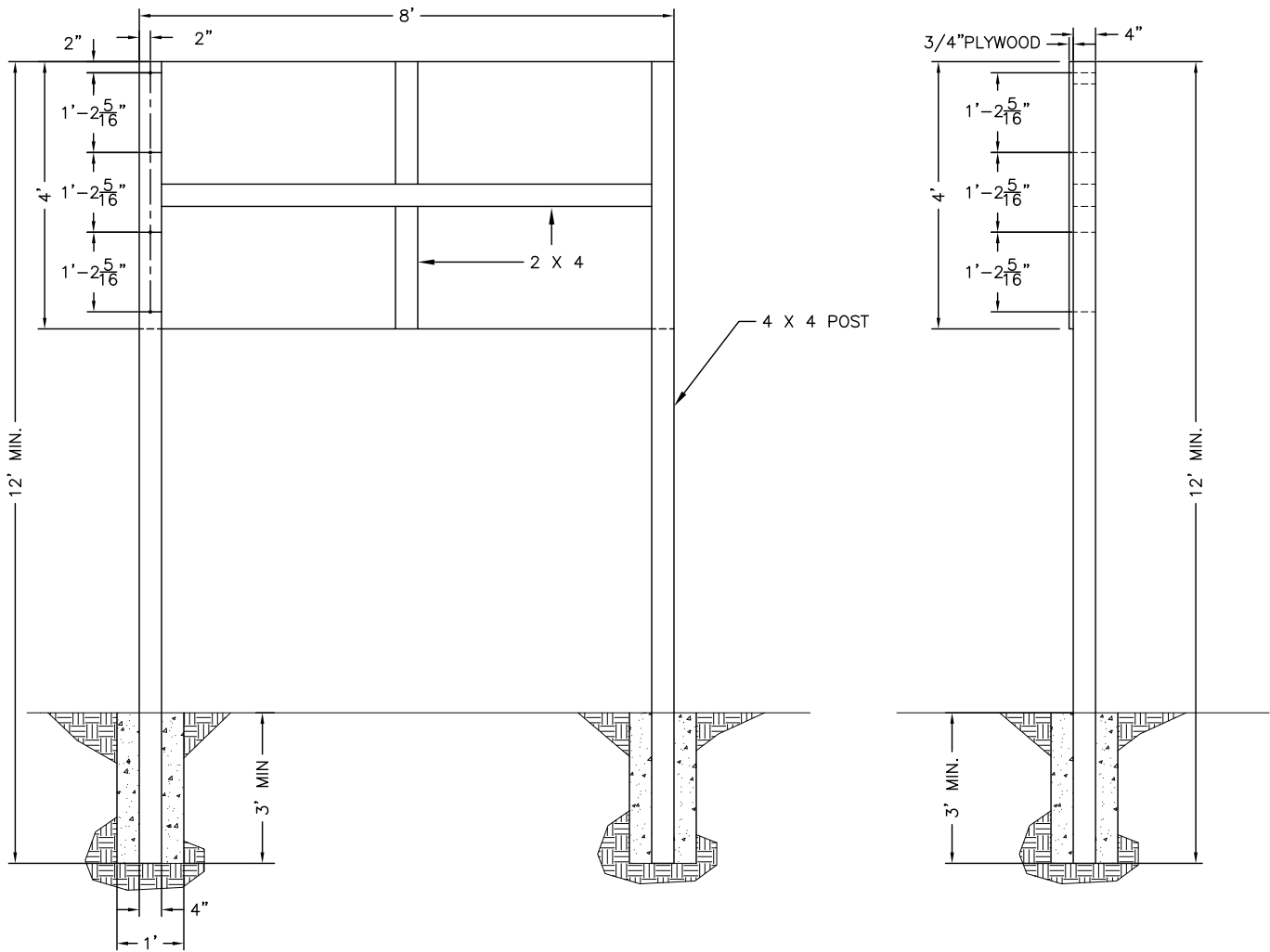
The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A  
MASONITE SIGN  
SCALE: 3/8" = 1'

PROJECT – SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B  
PLYWOOD SIGN  
SCALE: 3/8" = 1'

PROJECT - SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



# EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

*In partnership with*

**<EDA Grant Recipient Name>**

Black  
Blue= PMS300  
Gold= PMS7406



**EDA**

**U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION**

*In partnership with*

**<EDA Grant Recipient Name>**

2.25"  
13.5"  
2.0"  
1.5"  
4.0"  
3.0"  
3.0"  
3.75"  
15.0"

10"

48"



# City of San Diego

CITY CONTACT: Rosa Riego, Senior Contract Specialist, Email: [RRiego@sandiego.gov](mailto:RRiego@sandiego.gov)  
Phone No. (619) 533-3426

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## ADDENDUM B



## FOR

## MAPLE CANYON RESTORATION - PHASES 1 & 2

BID NO.: K-23-2030-DBB-3

SAP NO. (WBS/IO/CC): B-12040

CLIENT DEPARTMENT: 2116

COUNCIL DISTRICT: 3

PROJECT TYPE: CA, CB

FEDERAL AID PROJECT NO.: 114089/07-79-07563

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### **BID DUE DATE:**

**2:00 PM**  
**DECEMBER 6, 2022**

### **CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS**

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

## A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

## B. NOTICE INVITING BIDS

1. To Section **8, PRE-BID MEETING**, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

### 8. PRE-BID MEETING:

#### 8.1. MANDATORY ONLINE PRE-BID MEETING:

Prospective Bidders are **required** to attend the Pre-Bid Meeting.

The Pre-Bid Meeting will be held on Thursday, **Nov 10, 2022 10:00 AM** (PDT) at:

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 221 648 594 421

Passcode: Jg5rS5

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 323-813-7079,,54897031#](#) United States, Los Angeles

Phone Conference ID: 548 970 31#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**Please Note:** You will need to join the meeting with a computer, tablet or smartphone with the **Microsoft Teams** in order to sign in via the Chat feature as attendance at the meeting will be evidenced by the Chat sign-in. The Chat feature will also be used for attendees to ask any questions.

The purpose of the meeting is to discuss the scope of the

Project, submittal requirements, and any Equal Opportunity Contracting Program requirements and reporting procedures.

Upon entering the meeting, all attendees must use the chat feature to sign in with the following information: Name of firm, Attendee's name, Phone number and Email address.

The meeting will open thirty minutes prior to the start times listed above to allow the attendees the opportunity to sign in by the deadline.

Attendees may not be admitted after the specified start time of the mandatory Pre-Bid Meeting.

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

Rania Amen, Director  
Engineering & Capital Projects Department

Dated: *November 3, 2022*  
San Diego, California

RA/AJ/egz

## Bid Results

### Bidder Details

**Vendor Name** Dick Miller Inc.  
**Address** 930 Boardwalk, Suite H  
San Marcos, California 92078  
United States  
**Respondee** JOHN MARTINEZ  
**Respondee Title** SR. ESTIMATOR  
**Phone** 951-216-4070  
**Email** JMartinez@dmiusa.net  
**Vendor Type** DVBE, CADIR, SLBE, MALE, SDVSB, CAU  
**License #** 380204  
**CADIR** 1000004547

### Bid Detail

**Bid Format** Electronic  
**Submitted** 12/06/2022 1:45 PM (PST)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 312440

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
CCOPA MAPLE.pdf	CCOPA MAPLE.pdf	Contractor's Certification of Pending Actions
sub alt items.pdf	sub alt items.pdf	Subcontractor Listing for Alternate Items
MDOBI MAPLE.pdf	MDOBI MAPLE.pdf	Mandatory Disclosure of Business Interests Form
DEBAR PRIME.pdf	DEBAR PRIME.pdf	Prime Contractor - Debarment and Suspension Certification
subs debar certs.pdf	subs debar certs.pdf	Subcontractor - Debarment and Suspension Certification
DOLA MAPLE.pdf	DOLA MAPLE.pdf	Disclosure of Lobbying Activities
CRL MAPLE.pdf	CRL MAPLE.pdf	Form CD-512 Certification Regarding Lobbying
Bid Bond- Maple Canyon.pdf	Bid Bond- Maple Canyon.pdf	Bid Bond

## Subcontractors

Showing 8 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Adams &amp; Smith, Inc.</b> 1380 West Center Street Lindon, Utah 84042	Steel for pedestrian bridges contractor	311967	1000003630	\$410,800.00	
<b>Loveless Linton, Inc. Archaeological,</b> 1421 W. Lewis St San Diego, California 92103	paleontological, biological service	000000	1000047263	\$96,014.00	DBE, SDB, CADIR, MBE, NAT, MALE, Local
<b>MTGL Inc.</b> 6295 Ferris Square, Suite C San Diego, California 92121	testing service	00000000	1000006646	\$112,000.00	WOSB, SDB, FEM, CADIR, LAT, DBE, HUBZ, MBE, WBE, Local
<b>Pratt Equipment Corp.</b> PO Box 2546 Vista, California 92085	EXCAVATION, GRADING, EXPORT, FILL, TREE REMOVAL contractor	847624	1000016753	\$306,000.00	SDB, SLBE, Local
<b>SealRight Paving, Inc.</b> 9053 Olive Dr. Spring Valley, California 91977	asphalt paving, cold mill, header cut contractor	364113	1000039542	\$152,588.50	DBE, MBE, CADIR, MALE, LAT, Local
<b>SoCal Stormwater</b> PO Box 25158 Los Angeles, California 90025	swppp plans permits, testing, inspection service	000000	1000435627	\$63,500.00	
<b>Vic Salazar Communications</b> 5205 Kearny Villa Way Suite 107 San Diego, California 92123	community liaison service	00000	1000364796	\$120,000.00	DBE, MBE, CADIR, ELBE, MALE, LAT, Local
<b>Western Gardens Landscaping, Inc.</b> 4616 Pannonia Rd. Carlsbad, California 92008	landscape, irrigation, long term maintenance contractor	662550	1000004289	\$1,298,861.00	CADIR, SLBE, Local

## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid (Phase 1)							\$6,415,636.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$83,900.00	\$83,900.00	Yes	
2	238990		EDA Project Sign	EA	2	\$2,625.00	\$5,250.00	Yes	
3	237110		Drinking Water Discharge Monitoring by QSP	LS	1	\$6,000.00	\$6,000.00	Yes	
4			Specialty Inspection Paid For By the Contractor	LS	1	\$69,300.00	\$69,300.00	Yes	
5	541820		Exclusive Community Liaison Services	LS	1	\$94,500.00	\$94,500.00	Yes	
6	238910		Management and Disposal of Treated Wood Waste	LS	1	\$1,500.00	\$1,500.00	Yes	
7	541690		Paleontological Monitoring Program	LF	1500	\$7.50	\$11,250.00	Yes	
8	541690		Suspension of Work - Resources	DAY	10	\$3,000.00	\$30,000.00	Yes	
9	541690		Paleontological Mitigation and Excavation	CY	300	\$3.00	\$900.00	Yes	
10	238210		Remove and Reinstall Existing Parking Meter	EA	1	\$1,181.00	\$1,181.00	Yes	
11	238990		Remove and Reinstall Existing Iron Rod Fence	LF	40	\$200.00	\$8,000.00	Yes	
12	238210		Remove Existing Metal Beam Guardrail	LF	160	\$68.00	\$10,880.00	Yes	
13	238990		Remove Existing Wood Post Fence	LF	110	\$43.00	\$4,730.00	Yes	
14	238990		Remove Existing Chain Link Fence	LF	90	\$30.00	\$2,700.00	Yes	
15	238990		Remove Existing Restrictor Plate	EA	3	\$800.00	\$2,400.00	Yes	
16	238910		Remove Existing 3-Sack Slurry Backfill	CY	90	\$153.00	\$13,770.00	Yes	
17	238990		Remove and Reinstall Lodge Pole Fence	LF	40	\$63.50	\$2,540.00	Yes	
18	238910		Restrictor Plate	EA	1	\$5,600.00	\$5,600.00	Yes	
19	238910		Remove Existing Concrete Pavement	CY	40	\$461.00	\$18,440.00	Yes	
20	238910		Adjust Existing Pull Box to Grade	EA	2	\$1,610.00	\$3,220.00	Yes	
21	238910		Adjust Existing Water Meter Box to Grade	EA	1	\$300.00	\$300.00	Yes	
22	237110		Mobilization	LS	1	\$165,000.00	\$165,000.00	Yes	
23	238910		Clearing and Grubbing	LS	1	\$10,710.00	\$10,710.00	Yes	
24	541330		Preparation of Nesting Bird Management Plan (EOC Type 1)	AL	1	\$10,000.00	\$10,000.00	Yes	
25	237310		Excavate and Fill (Unclassified)	CY	2050	\$63.00	\$129,150.00	Yes	
26	237310		Import Borrow	CY	1800	\$7.35	\$13,230.00	Yes	
27	238910		Cement Treated Base	TON	350	\$93.00	\$32,550.00	Yes	
28	237310		Pavement Restoration Adjacent to Trench	SF	1190	\$14.95	\$17,790.50	Yes	
29	237310		Asphalt Concrete	TON	130	\$209.00	\$27,170.00	Yes	
30	237310		Asphalt Concrete Overlay	TON	400	\$152.25	\$60,900.00	Yes	
31	238910		Concrete Pavement	CY	40	\$618.00	\$24,720.00	Yes	
32	237110		Modified Wing Type Headwalls	EA	11	\$15,380.00	\$169,180.00	Yes	
33	237110		Concrete Anchor	EA	63	\$12,600.00	\$793,800.00	Yes	
34	237110		Curb Inlet (Type B)	EA	5	\$19,200.00	\$96,000.00	Yes	
35	237110		Curb Inlet (Type B-1, L=7')	EA	1	\$17,789.00	\$17,789.00	Yes	
36	237110		Curb Inlet (Type B-1, L=8')	EA	1	\$17,789.00	\$17,789.00	Yes	
37	237110		Curb Inlet (Type B-1, L=10')	EA	2	\$21,600.00	\$43,200.00	Yes	
38	237110		Curb Inlet (Type B-1, L=13')	EA	1	\$20,792.00	\$20,792.00	Yes	
39	237110		Curb Inlet (Type B-1, L=16')	EA	1	\$20,792.00	\$20,792.00	Yes	
40	237110		Curb Inlet (Type B-1, L=21')	EA	2	\$27,000.00	\$54,000.00	Yes	
41	237110		Curb Inlet (Type C-1, L=11')	EA	2	\$23,100.00	\$46,200.00	Yes	
42	237110		Curb Inlet (Mod Type C-1, L=10')	EA	1	\$23,100.00	\$23,100.00	Yes	
43	237110		Curb Inlet (Mod Type C-1, L=21' w/Modified Grate)	EA	2	\$29,800.00	\$59,600.00	Yes	
44	237110		Catch Basin (Type I)	EA	2	\$15,900.00	\$31,800.00	Yes	
45	237110		Storm Drain Clean Out (Type A-4)	EA	16	\$29,200.00	\$467,200.00	Yes	
46	237110		Storm Drain Clean Out (Mod Type A-4)	EA	11	\$34,500.00	\$379,500.00	Yes	
47	237110		Storm Drain Clean Out (Type A-5)	EA	7	\$42,200.00	\$295,400.00	Yes	
48	237110		Storm Drain Clean Out (Mod Type A-5)	EA	2	\$51,009.00	\$102,018.00	Yes	
49	237110		Storm Drain Clean Out (Type A-6)	EA	2	\$56,509.00	\$113,018.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Rip Rap Energy Dissipator	TON	390	\$156.23	\$60,929.70	Yes	
51	238110		Precast Concrete Grade Control Structures	LS	1	\$43,700.00	\$43,700.00	Yes	
52	237110		Concrete Energy Dissipator	EA	2	\$26,000.00	\$52,000.00	Yes	
53	238140		Cast-in-Place Reinforced Concrete Retaining Wall	LS	1	\$94,600.00	\$94,600.00	Yes	
54	237310		Historical and Contractor Date Stamps and Impressions	EA	7	\$231.00	\$1,617.00	Yes	
55	237310		Additional Curb and Gutter Removal and Replacement	LF	560	\$76.74	\$42,974.40	Yes	
56	237310		Additional Sidewalk Removal and Replacement	SF	1820	\$11.64	\$21,184.80	Yes	
57	237310		6-Inch Curb	LF	190	\$70.75	\$13,442.50	Yes	
58	237310		6-Inch Curb, Type B-3	LF	60	\$93.53	\$5,611.80	Yes	
59	237310		Curb and Gutter (6-Inch Curb, Type G)	LF	40	\$85.00	\$3,400.00	Yes	
60	237310		Cross Gutter	SF	1660	\$22.21	\$36,868.60	Yes	
61	237310		Curb Ramp (Type A) with Stainless Steel Detectable Warning Tiles	EA	2	\$5,059.00	\$10,118.00	Yes	
62	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	\$5,264.00	\$21,056.00	Yes	
63	237310		Curb Ramp (Type D) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,429.00	\$5,429.00	Yes	
64	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	1	\$5,748.00	\$5,748.00	Yes	
65	237310		Curb Ramp Modified (Type A, Per [38321-64-D]) with Stainless Steel Detectable Warning Tiles	EA	1	\$6,075.00	\$6,075.00	Yes	
66	237310		Curb Ramp Modified (Type A, Per [38321-65-D]) with Stainless Steel Detectable Warning Tiles	EA	1	\$8,575.00	\$8,575.00	Yes	
67	237310		Curb Ramp Modified (Type A, Per [38321-66-D]) with Stainless Steel Detectable Warning Tiles	EA	1	\$9,129.00	\$9,129.00	Yes	
68	237310		Curb Ramp Modified (Type C1, Per [38321-67-D]) with Stainless Steel Detectable Warning Tiles	EA	1	\$9,835.00	\$9,835.00	Yes	
69	237310		Additional Sidewalk	SF	300	\$15.27	\$4,581.00	Yes	
70	238990		Chain Link Fence (H=5', Vinyl Coated, Black)	LF	90	\$348.00	\$31,320.00	Yes	
71	238990		Midwest Guardrail System	LF	200	\$185.00	\$37,000.00	Yes	
72	237110		Pedestrian Bridge Crossing	LS	1	\$323,000.00	\$323,000.00	Yes	
73	238990		Lodge Pole Fence	LF	240	\$244.00	\$58,560.00	Yes	
74	238990		Wood Post Fence	LF	160	\$244.00	\$39,040.00	Yes	
75	237110		Phased Paving	EA	6	\$5,500.00	\$33,000.00	Yes	
76	237110		Abandon and Fill Existing Storm Pipes (6 Inch) Outside of the Trench Limit	LF	30	\$26.00	\$780.00	Yes	
77	237110		Abandon and Fill Existing Storm Pipes (12 Inch) Outside of the Trench Limit	LF	40	\$30.00	\$1,200.00	Yes	
78	237110		Abandon and Fill Existing Storm Pipes (18 Inch) Outside of the Trench Limit	LF	440	\$21.70	\$9,548.00	Yes	
79	237110		Remove Existing Storm Drain Pipe Outside of the Trench Limit	LF	250	\$27.50	\$6,875.00	Yes	
80	237110		Remove Existing Drainage Inlet Outside of the Trench Limit	EA	3	\$3,975.00	\$11,925.00	Yes	
81	237110		Remove Existing Concrete Swale	SF	750	\$5.96	\$4,470.00	Yes	
82	237110		Additional Bedding	CY	360	\$93.00	\$33,480.00	Yes	
83	237110		Storm Drain (18 Inch, RCP) (2000-D)	LF	210	\$180.00	\$37,800.00	Yes	
84	237110		Storm Drain (24 Inch, RCP) (2000-D)	LF	60	\$285.00	\$17,100.00	Yes	
85	237110		Storm Drain (30 Inch, RCP) (2000-D)	LF	50	\$340.00	\$17,000.00	Yes	
86	237110		Storm Drain (36 Inch, RCP) (2000-D)	LF	290	\$272.00	\$78,880.00	Yes	
87	237110		Storm Drain with Water Tight Joints (18 Inch, RCP) (2000-D)	LF	1940	\$198.00	\$384,120.00	Yes	
88	237110		Storm Drain with Water Tight Joints (24 Inch, RCP) (2000-D)	LF	220	\$255.00	\$56,100.00	Yes	
89	237110		Storm Drain with Water Tight Joints (36 Inch, RCP) (2000-D)	LF	420	\$299.00	\$125,580.00	Yes	
90	237110		Storm Drain with Water Tight Joints (42 Inch, RCP) (2000-D)	LF	90	\$468.00	\$42,120.00	Yes	
91	237110		Storm Drain with Water Tight Joints (48 Inch, RCP) (2000-D)	LF	720	\$519.00	\$373,680.00	Yes	
92	237110		Engineered Trench Shoring	LS	1	\$27,000.00	\$27,000.00	Yes	
93	237110		Water Service (1 Inch)	EA	2	\$7,660.00	\$15,320.00	Yes	
94	237110		Water Service (2 Inch)	EA	1	\$8,560.00	\$8,560.00	Yes	
95	237310		Temporary Resurfacing	TON	90	\$325.00	\$29,250.00	Yes	
96	237110		Imported Trench Backfill	TON	540	\$32.00	\$17,280.00	Yes	
97	237110		Video Inspection of Pipelines and Culverts for Acceptance	LF	3930	\$2.00	\$7,860.00	Yes	
98	237310		Removal and Replacement of Existing Paint Striping	LS	1	\$2,050.00	\$2,050.00	Yes	
99	237310		Removal and Replacement of Existing Thermoplastic Striping and Markings	LS	1	\$2,050.00	\$2,050.00	Yes	



Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
100	238990		Video Recording of Existing Conditions	LS	1	\$2,500.00	\$2,500.00	Yes	
101	238910		Tree Removal and Disposal	LS	1	\$17,850.00	\$17,850.00	Yes	
102	237110		Potholing Existing Utilities Not Shown on Plans (Depth Up to 7 feet)	EA	20	\$1,858.00	\$37,160.00	Yes	
103	237310		Adjust Existing Gate Valve Frame and Cover to Grade	EA	3	\$577.00	\$1,731.00	Yes	
104	237310		Adjust Existing Survey Monument to Grade	EA	8	\$469.00	\$3,752.00	Yes	
105	237310		Cold Mill Header Cuts	LF	1300	\$11.85	\$15,405.00	Yes	
106	237310		Cold Milling Full Width (2-Inch)	SF	32310	\$1.22	\$39,418.20	Yes	
107	541330		Traffic Control and Working Drawings	LS	1	\$37,000.00	\$37,000.00	Yes	
108	541330		Pedestrian Traffic Control and Working Drawings	LS	1	\$26,000.00	\$26,000.00	Yes	
109	238210		Remove and Reinstall Traffic Signs	EA	10	\$500.00	\$5,000.00	Yes	
110	238210		Remove and Reinstall Existing Light Pole	EA	1	\$4,505.00	\$4,505.00	Yes	
111	237310		Pedestrian Barricade (Type A)	EA	2	\$1,000.00	\$2,000.00	Yes	
112	237310		Protective Railing at Curb Ramps	EA	1	\$1,760.00	\$1,760.00	Yes	
113	561730		Perform Agricultural Soils Tests and Percolation Tests	LS	1	\$3,150.00	\$3,150.00	Yes	
114	561730		Hydro Seed	SF	146850	\$0.38	\$55,803.00	Yes	
115	561730		Shrub (1 Gallon)	EA	1263	\$31.50	\$39,784.50	Yes	
116	561730		Tree (5 Gallon)	EA	57	\$105.00	\$5,985.00	Yes	
117	561730		120 Day Plant Establishment Period	LS	1	\$47,250.00	\$47,250.00	Yes	
118	237310		Construction Fencing and Access Route	LS	1	\$26,000.00	\$26,000.00	Yes	
119	541330		Biological Monitoring and Reporting	LS	1	\$42,000.00	\$42,000.00	Yes	
120	541330		SWPPP Development	LS	1	\$15,000.00	\$15,000.00	Yes	
121	237310		SWPPP Implementation	LS	1	\$75,000.00	\$75,000.00	Yes	
122	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$4,000.00	\$4,000.00	Yes	
<b>Main Bid (Phase 1 (non EDA Funded Items))</b>							<b>\$744,248.00</b>		
123			Field Orders (EOC Type II)	AL	1	\$230,000.00	\$230,000.00	Yes	
124	541330		25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$514,248.00	\$514,248.00	Yes	
<b>Main Bid (Phase 2)</b>							<b>\$2,485,668.60</b>		
125	524126		Bonds (Payment and Performance)	LS	1	\$37,000.00	\$37,000.00	Yes	
126	238990		EDA Project Sign	EA	2	\$2,520.00	\$5,040.00	Yes	
127			Specialty Inspection Paid For By the Contractor	LS	1	\$50,400.00	\$50,400.00	Yes	
128	541820		Exclusive Community Liaison Services	LS	1	\$35,000.00	\$35,000.00	Yes	
129	541690		Paleontological Monitoring Program	LS	1	\$3,300.00	\$3,300.00	Yes	
130	541690		Suspension of Work - Resources	DAY	10	\$3,500.00	\$35,000.00	Yes	
131	541690		Paleontological Mitigation and Excavation	CY	100	\$3.00	\$300.00	Yes	
132	237110		Salvage and Reinstall Existing Rock	TON	30	\$59.00	\$1,770.00	Yes	
133	237110		Mobilization	LS	1	\$141,000.00	\$141,000.00	Yes	
134	238910		Clearing and Grubbing	LS	1	\$9,450.00	\$9,450.00	Yes	
135	541330		Preparation of Nesting Bird Management Plan (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
136	237310		Excavate and Export (Unclassified)	CY	100	\$94.50	\$9,450.00	Yes	
137	237310		Excavate and Fill (Unclassified)	CY	6800	\$23.10	\$157,080.00	Yes	
138	237110		Rip Rap Energy Dissipator	TON	2410	\$97.56	\$235,119.60	Yes	
139	237110		Slanted Gate Inlet (L=21'-4")	EA	1	\$32,500.00	\$32,500.00	Yes	
140	238110		Precast Concrete Grade Control Structures	LS	1	\$338,000.00	\$338,000.00	Yes	
141	237110		Pedestrian Bridge Crossing	LS	1	\$432,500.00	\$432,500.00	Yes	
142	237110		Remove Existing Storm Drain Pipe Outside of the Trench Limit	LF	40	\$48.00	\$1,920.00	Yes	
143	237110		Remove Existing Sewer Pipe Outside of the Trench Limit	LF	720	\$46.45	\$33,444.00	Yes	
144	237110		Removal or Abandonment of Existing Water Facilities	LF	40	\$69.50	\$2,780.00	Yes	
145	238990		Video Recording of Existing Conditions	LS	1	\$1,575.00	\$1,575.00	Yes	
146	238910		Tree Removal and Disposal	LS	1	\$18,900.00	\$18,900.00	Yes	
147	541330		Pedestrian Traffic Control and Working Drawings	LS	1	\$31,000.00	\$31,000.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
148	561730		Perform Agricultural Soils Tests and Percolation Tests	LS	1	\$3,150.00	\$3,150.00	Yes	
149	561730		Hydro Seed	SF	125000	\$0.42	\$52,500.00	Yes	
150	561730		Shrub (1 Gallon)	EA	1370	\$66.00	\$90,420.00	Yes	
151	561730		Tree (15 Gallon)	EA	86	\$420.00	\$36,120.00	Yes	
152	561730		24" Box Trees	EA	49	\$1,050.00	\$51,450.00	Yes	
153	561730		Temporary Irrigation System	LS	1	\$159,300.00	\$159,300.00	Yes	
154	561730		120 Day Plant Establishment Period	LS	1	\$31,500.00	\$31,500.00	Yes	
155	541330		Biological Monitoring and Reporting	LS	1	\$36,750.00	\$36,750.00	Yes	
156	237310		Construction Fencing and Access Route	LS	1	\$26,500.00	\$26,500.00	Yes	
157	541330		SWPPP Development	LS	1	\$6,800.00	\$6,800.00	Yes	
158	237310		SWPPP Implementation	LS	1	\$364,650.00	\$364,650.00	Yes	
159	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$4,000.00	\$4,000.00	Yes	
Main Bid (Phase 2 (non EDA Funded Items))							\$435,000.00		
160			Field Orders (EOC Type II)	AL	1	\$120,000.00	\$120,000.00	Yes	
161	541330		60-Month Revegetation Maintenance and Monitoring Program	LS	1	\$315,000.00	\$315,000.00	Yes	
Additive Alternate A							\$32,225.10		
162	561730		Hydro Seed	SF	23670	\$0.53	\$12,545.10	Yes	
163	561730		Shrub (1 Gallon)	EA	440	\$39.00	\$17,160.00	Yes	
164	561730		Tree (5 Gallon)	EA	24	\$105.00	\$2,520.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Main Bid (Phase 1)	\$6,415,636.00
Main Bid (Phase 1 (non EDA Funded Items))	\$744,248.00
Main Bid (Phase 2)	\$2,485,668.60
Main Bid (Phase 2 (non EDA Funded Items))	\$435,000.00
Additive Alternate A	\$32,225.10
<b>Grand Total</b>	<b>\$10,112,777.70</b>

**SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)**

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

Prime Contractor Name: Dick Miller Inc

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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