

City of San Diego

CONTRACTOR'S NAME: TC Construction Company, Inc.
ADDRESS: 10540 Prospect Avenue, Santee, CA 92071
TELEPHONE NO.: (619) 448-4560 **FAX NO.:** _____
CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491
K. Vera / A. Jaro / K. Stewart

BIDDING DOCUMENTS



FOR

HIGHLAND & MONROE AVE STORM DRAIN REPLACEMENT

BID NO.: K-23-2097-DBB-3
SAP NO. (WBS/IO/CC): B-12096
CLIENT DEPARTMENT: 2114
COUNCIL DISTRICT: 9
PROJECT TYPE: CA

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP

BID DUE DATE:

2:00 PM

AUGUST 09, 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:

Elham Lotfi
For City Engineer

6/20/22
Date

Seal:



TABLE OF CONTENTS

SECTION	PAGE
1. REQUIRED DOCUMENTS SCHEDULE.....	4
2. NOTICE INVITING BIDS.....	5
3. INSTRUCTIONS TO BIDDERS	8
4. PERFORMANCE AND PAYMENT BONDS	19
5. ATTACHMENTS:	
A. SCOPE OF WORK.....	22
B. RESERVED.....	24
C. EQUAL OPPORTUNITY CONTRACTING PROGRAM	25
D. PREVAILING WAGE.....	45
E. SUPPLEMENTARY SPECIAL PROVISIONS.....	50
1. Appendix A - Mitigated Negative Declaration and Site Development Permit.....	61
2. Appendix B - Fire Hydrant Meter Program	152
3. Appendix C - Materials Typically Accepted by Certificate of Compliance.....	166
4. Appendix D - Sample City Invoice with Cash Flow Forecast.....	168
5. Appendix E - Location Map	171
6. Appendix F - Contractor's Daily Quality Control Inspection Report.....	173
7. Appendix G - Long-Term Maintenance and Monitoring Agreement	178
8. Appendix H - Sample Archaeology Invoice.....	196
9. Appendix I - Sample of Public Notice	199
10. Appendix J - Advanced Metering Infrastructure (AMI) Device Protection	201
11. Appendix K - Limited Geotechnical Investigation	208
F. RESERVED.....	220
G. CONTRACT AGREEMENT	221
6. CERTIFICATIONS AND FORMS.....	224

REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
1.	Bid Bond (PDF via PlanetBids)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification for Prime Contractors	At Time of Bid	ALL BIDDERS
5.	Debarment and Suspension Certification for Subcontractors, Suppliers & Mfgs	At Time of Bid	ALL BIDDERS
6.	Bid Bond (Original)	By 5PM 3 working days after bid opening	ALL BIDDERS
7.	SLBE Good Faith Effort Documentation	By 5 PM 3 working days after bid opening	ALL BIDDERS
8.	Form AA60 – List of Work Made Available	By 5 PM 3 working days after bid opening with Good Faith Effort (GFE) documentation	ALL BIDDERS
9.	Payment & Performance Bond; Certificates of Insurance & Endorsements; and Signed Contract Agreement Page	Within 10 working days of receipt by bidder of contract forms and NOI	AWARDED BIDDER
10.	Listing of "Other Than First Tier" Subcontractors	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 **Highland & Monroe Ave Storm Drain Replacement**. 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 **\$2,010,000**.
4. **BID DUE DATE AND TIME ARE: AUGUST 09, 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 G - Long Term Maintenance and Monitoring Agreement for **C-27** requirement.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	6.4%
2. ELBE participation	9.4%
3. Total mandatory participation	15.8%
 - 7.2. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.2.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.2.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort

to conduct outreach to and include DBE Subcontractors as required in this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

- 9.1.** 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:

JEEspindola@sandiego.gov

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

10. 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 5-4.11 WORKERS' COMPENSATION INSURANCE. Bonds shall be in the amount of the total Contract Price for all Work including the supplemental agreements.

10.1. 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 G.**

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”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications	2018	PWPI030119-05

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

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

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

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

- 12.2. LISTING OF SUPPLIERS.** Any Bidder seeking the recognition of Suppliers of equipment, materials, or supplies obtained from third party Suppliers towards achieving any mandatory or voluntary (or both) subcontracting participation goals shall provide, at a minimum, the **NAME, LOCATION (CITY), DIR REGISTRATION NUMBER** and the **DOLLAR VALUE** of each supplier. The Bidder will be credited up to 60% of the amount to be paid to the Suppliers for materials and supplies unless vendor manufactures or substantially alters materials and supplies, in which case, 100% will be credited. The Bidder is to indicate within the description whether the listed firm is a supplier or manufacturer. If no indication is provided, the listed firm will be credited at 60% of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage.
- 12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES.** For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note “ALTERNATE” and alternate item number within the description.
- 13. SUBMITTAL OF “OR EQUAL” ITEMS:** See Section 4-6, “Trade Names” in The WHITEBOOK and as amended in the SSP.
- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor’s compliance with all conditions precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.

- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or 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, 3 working days 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, 3 working days after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Due to circumstances related to Covid-19, until further notice, all original bid bond submittals must be received by 5 PM, 3 working days after bid opening.

Upon circumstances returning to normal business as usual, the original bid bond shall once again be due by 5 PM the day after bid opening.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56
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

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

T.C. Construction Company, Inc., a corporation, as principal, and
Liberty Mutual Insurance Company, a corporation authorized to do
business in the State of California, as Surety, hereby obligate themselves, their successors and assigns,
jointly and severally, to The City of San Diego a municipal corporation in the sum of One Million Seven
Hundred Eighty Eight Thousand Eight Hundred Sixteen Dollars and Zero Cents (\$1,788,816.00) for the
faithful performance of the annexed contract, and in the sum of One Million Seven Hundred Eighty
Eight Thousand Eight Hundred Sixteen Dollars and Zero Cents (\$1,788,816.00) for the benefit of
laborers and materialmen designated below.

Conditions:

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

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

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

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

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

By: Stephen Samara

Mara W. Elliott, City Attorney
By: [Signature]

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: ADAM C. WANDER
Deputy City Attorney

Date: 10/11/2022

Date: 10/11/22

CONTRACTOR TC CONSTRUCTION COMPANY, INC.

SURETY Liberty Mutual Insurance Company

By: [Signature]

By: Tara Bacon
Attorney-In-Fact

Print Name: Austin Cameron

Print Name: Tara Bacon

Date: 9/6/22

Date: August 31, 2022

790 The City Drive South, Suite 200, Orange, CA 92868
Local Address of Surety

(800) 763-9268
Local Phone Number of Surety

*\$13,624.00 - *Subject to change based on final contract amount
Premium

024261054
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.

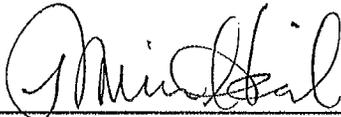
State of California
County of San Diego

On August 31 2022 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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

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

Certificate No: 8206895-024019

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, Christopher Conte; Dale G. Harshaw; Geoffrey Shelton; Janice Martin; John R. Qualin; Lawrence F. McMahon; Lilia De Loora; Minna Huovila; Natassia Kirk-Smith; Ryan Warnock; Sarah Myers; Tara Bacon

all of the city of San Diego 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 8th day of December, 2021.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of December, 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 1128044
Member, Pennsylvania Association of Notaries

By: 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 31st day of August, 2022.



By: 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.

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** Removal and replacement of existing failed corrugated metal pipe with reinforced concrete pipe including installation of curb inlets, clean outs, cut off walls, headwalls, and energy dissipators. The project has three separate locations near the intersection of Highland Ave and Monroe Ave in the Mid-city Kensington-Talmadge community area of Council District 9.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **39348-01-D** through **39348-26-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 **252 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

1. This document sets forth the following specifications:
 - a) The City's general EOCP requirements for all Construction Contracts.
 - b) Special Provisions for Contracts subject to SLBE and ELBE requirements only.
2. Additional requirements may apply for state or federally funded projects.
3. These requirements shall be included as Contract provisions for all Subcontracts.
4. The City specified forms, instructions, and guides are available for download from the EOCP's web site at: <http://www.sandiego.gov/eoc/forms/index.shtml>

B. GENERAL.

1. The City of San Diego promotes equal employment and subcontracting opportunities.
2. The City is committed to ensuring that taxpayer dollars spent on public Contracts are not paid to businesses that practice discrimination in employment or subcontracting.
3. The City encourages all companies seeking to do business with the City to share this commitment.

C. DEFINITIONS.

1. For the purpose of these requirements: Terms "Bid" and "Proposal", "Bidder" and "Proposer", "Subcontractor" and "Subconsultant", "Contractor" and "Consultant", "Contractor" and "Prime Contractor", "Consultant" and "Professional Service Provider", "Suppliers" and "Vendors", "Suppliers" and "Dealers", and "Suppliers" and "Manufacturers" may have been used interchangeably.
2. The following definitions apply:
 - a) **Emerging Business Enterprise (EBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for EBEs on an annual basis and adjust as necessary to reflect changes in the marketplace.
 - b) **Emerging Local Business Enterprise (ELBE)** - A Local Business Enterprise that is also an Emerging Business Enterprise.

- c) **Minority Business Enterprise (MBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more minorities owners. Minorities include the groups with the following ethnic origins: African, Asian Pacific, Asian Subcontinent, Hispanic, Native Alaskan, Native American, and Native Hawaiian.
- d) **Women Business Enterprise (WBE)** - A certified business that is at least fifty-one percent (51%) owned by a woman or women, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more women; and (2) whose daily business operations are managed and directed by one or more women owners.
- e) **Disadvantaged Business Enterprise (DBE)** - a certified business that is at least fifty-one percent (51%) owned by socially and economically disadvantaged individuals, or, in the case of a publicly owned business at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose daily business operations are managed and directed by one or more socially and economically disadvantaged owners.
- f) **Disabled Veteran Business Enterprise (DVBE)** - A certified business that is at least fifty-one percent (51%) owned by one or more disabled veterans; and (2) business operations must be managed and controlled by one or more disabled veterans. Disabled Veteran is a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
- g) **Other Business Enterprise (OBE)** - Any business which does not otherwise qualify as a Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise.
- h) **Small Business Enterprise (SBE)** - A for-profit business that is independently owned and operated; that is not a subsidiary or franchise of another business and whose gross annual receipts do not exceed the amount set by the City Manager and that meets all other criteria set forth in regulations implementing Municipal Code Chapter 2, Article 2, Division 36. The City Manager shall review the threshold amount for SBEs on an annual basis and adjust as necessary to reflect changes in the marketplace. A business certified as a Micro Business (MB) or a Disabled Veteran Business Enterprise (DVBE) by the State of California and that has provided proof of such certification to the City Manager shall be deemed to be an SBE.

- i) **Small Local Business Enterprise (SLBE)** - A Local Business Enterprise that is also a Small Business Enterprise.

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

- a) You, your Subcontractors, and Suppliers shall comply with the requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

You shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, or suppliers. You shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. You understand and agree that the violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

- b) **Disclosure of Discrimination Complaints.** As part of its Bid or Proposal, you shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against you in a legal or administrative proceeding alleging that you discriminated against your employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- c) Upon the City's request, You agree to provide to the City, within 60 Calendar Days, a truthful and complete list of the names of all Subcontractors and Suppliers that you have used in the past 5 years on any of your Contracts that were undertaken within the San Diego County, including the total dollar amount paid by you for each Subcontract or supply Contract.
- d) You further agree to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code §§22.3501 through 22.3517. You understand and agree that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against you up to and including contract termination, debarment, and other sanctions for the violation of the provisions of the Nondiscrimination in Contracting Ordinance. You further understand and agree that the procedures, remedies, and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

1. You, your Subcontractors, and Suppliers shall comply with the City's Equal Employment Opportunity Outreach Program, San Diego Municipal Code §§22.2701 through 22.2707.

You shall not discriminate against any employee or applicant for employment on any basis prohibited by law. You shall provide equal opportunity in all employment practices. You shall ensure that your Subcontractors comply with this program. Nothing in this section shall be interpreted to hold you liable for any discriminatory practices of your Subcontractors.

You shall include the foregoing clause in all Contracts between you and your Subcontractors and Suppliers.

2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05) within 10 Working Days after receipt by the Bidder to the City for approval as specified in the Notice of Intent to Award letter.
3. The selected Bidder shall submit an Equal Employment Opportunity Plan if a Work Force Report is submitted and if the City determines that there are under-representations when compared to County Labor Force Availability data.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:
 - a) You shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all Sites and in all facilities at which your employees are assigned to Work.
 - b) You shall review your EEO Policy annually with all on-Site supervisors involved in employment decisions.
 - c) You shall disseminate and review your EEO Policy with all employees at least once a year, post the policy statement and EEO posters on all company bulletin boards and job sites, and document every dissemination, review, and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
 - d) You shall review, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintain written documentation of these reviews.
 - e) You shall discuss your EEO Policy Statement with Subcontractors with whom you anticipate doing business, including the EEO Policy Statement in your Subcontracts, and provide such documentation to the City upon request.

- f) You shall document and maintain a record of all Bid solicitations and outreach efforts to and from Subcontractors, contractor associations, and other business associations.
- g) You shall disseminate your EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit. Maintain files documenting these efforts and provide copies of these advertisements to the City upon request.
- h) You shall disseminate your EEO Policy to union and community organizations.
- i) You shall provide immediate written notification to the City when any union referral process has impeded your efforts to maintain your EEO Policy.
- j) You shall maintain a current list of recruitment sources, including those outreaching to people of color and women, and provide written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
- k) You shall maintain a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
- l) You shall encourage all present employees, including people of color and women employees, to recruit others.
- m) You shall maintain all employment selection process information with records of all tests and other selection criteria.
- n) You shall develop and maintain documentation for on-the-job training opportunities, participate in training programs, or both for all of your employees, including people of color and women, and establish apprenticeship, trainee, and upgrade programs relevant to your employment needs.
- o) You shall conduct, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourage all employees to seek and prepare appropriately for such opportunities.
- p) You shall ensure that the company's working environment and activities are non-segregated except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

F. SUBCONTRACTING.

1. The City encourages all eligible business enterprises to participate in City contracts as a Contractor, Subcontractor, and joint venture partner with you, your Subcontractors, or your Suppliers. You are encouraged to take positive

steps to diversify and expand your Subcontractor solicitation base and to offer subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBEs, and OBEs.

2. For Subcontractor participation level requirements, see the Contract Documents where applicable.
3. For the purposes of achieving the mandatory Subcontractor participation percentages, City percentage calculations will not account for the following:
 - a) "Field Orders" and "City Contingency" Bid items.
 - b) Alternate Bid items.
 - c) Allowance Bid items designated as "EOC Type II".
4. Allowance Bid items designated as "EOC Type I" will be considered as part of the Base Bid and will be included in the percentage calculation.
5. Each joint venture partner shall be responsible for a clearly defined Scope of Work. In addition, an agreement shall be submitted and signed by all parties identifying the extent to which each joint venture partner shares in ownership, control, management, risk, and profits of the joint venture.

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

1. You shall comply with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100 through 4113, inclusive.
2. You shall list all Subcontractors who will receive more than 0.5% of the total Bid amount or \$10,000, whichever is greater on the form provided in the Contract Documents (Subcontractors list).
3. The Subcontractors list shall include the Subcontractor's name, telephone number including area code, physical address, Scope of Work, the dollar amount of the proposed Subcontract, the California contractor license number, the Public Works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and the Subcontractor's certification status with the name of the certifying agency.
4. The listed Subcontractor shall be appropriately licensed pursuant to Contractor License Laws.
5. For Design-Build Contracts, refer to the RFQ and RFP for each Project or Task Order.

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

1. Listed Subcontractors and Suppliers shall not be substituted without the Express authorization of the City or its duly authorized agent.
2. Request for Subcontractor or Supplier substitution shall be made in writing to Purchasing & Contracting Department, Public Works Division, Attention Contract Specialist, 1200 3rd Ave., Suite 200, MS 56, San Diego, CA 92101 with a copy to the Engineer.

3. The request shall include a thorough explanation of the reason(s) for the substitution, including dollar amounts and a letter from each substituted Subcontractor or Supplier stating that they (the Subcontractors or Suppliers) release all interest in working on the Project and written confirmation from the new Subcontractor or Supplier stating that they agree to work on the Project along with the dollar value of the Work to be performed.
4. Written approval of the substitution request shall be received by you or from the City or its authorized officer prior to any unlisted Subcontractor or Supplier performing Work on the Project.
5. Substitution of Subcontractors and Suppliers without authorization shall subject you to those penalties set forth in Public Contract Code §4110.
6. Requests for Supplier substitution shall be made in writing at least 10 Days prior to the provision of materials, supplies, or services by the proposed Supplier and shall include proof of written notice to the originally listed Supplier of the proposed substitution.
7. A Contractor whose Bid is accepted shall not:
 - a) Substitute a person as Subcontractor or Supplier in place of the Subcontractor or Supplier listed in the original bid, except that the City, or its duly authorized officer, may consent to the substitution of another person as a Subcontractor or Supplier in any of the following situations:
 - i. When the Subcontractor or Supplier listed in the Bid, after having a reasonable opportunity to do so, fails or refuses to execute a written Contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of the subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - ii. When the listed Subcontractor or Supplier becomes insolvent or the subject of an order for relief in bankruptcy.
 - iii. When the listed Subcontractor or Supplier fails or refuses to perform his or her subcontract.
 - iv. When the listed Subcontractor fails or refuses to meet bond requirements as set forth in Public Contract Code §4108.
 - v. When you demonstrate to the City or its duly authorized officer, subject to the provisions set forth in Public Contract Code §4107.5, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - vi. When the listed Subcontractor is not licensed pursuant to Contractor License Law.

- vii. When the City, or its duly authorized officer, determines that the Work performed by the listed Subcontractor or that the materials or supplies provided by the listed Supplier are substantially unsatisfactory and not in substantial accordance with the Plans and specifications or that the Subcontractor or Supplier is substantially delaying or disrupting the progress of the Work.
 - viii. When the listed Subcontractor is ineligible to work on a public works project pursuant to §§1777.1 or 1777.7 of the Labor Code.
 - ix. When the City or its duly authorized agent determines that the listed Subcontractor is not a responsible contractor.
- b) Permit a Contract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor, Supplier listed in the original Bid without the consent of the City, or its duly authorized officer.
 - c) Other than in the performance of "Change Orders" causing changes or deviations from the Contract, sublet or subcontract any portion of the Work, or contract for materials or supplies in excess of 0.5% of your total bid or \$10,000, whichever is greater, as to which his or her original Bid did not designate a Subcontractor or Supplier.
8. Following receipt of notice from you of the proposed substitution of a Subcontractor or Supplier, the listed Subcontractor or Supplier who has been so notified shall have 5 Working Days within which to submit written objections to the substitution to the Contract Specialist with a copy to the Engineer. Failure to file these written objections shall constitute the listed Subcontractor or Supplier's consent to the substitution. If written objections are filed, the City shall give notice in writing of at least 5 Working Days to the listed Subcontractor or Supplier of a hearing by the City on your request for substitution.

I. PROMPT PAYMENT.

- 1. You or your Subcontractors shall pay to any subcontractor, not later than 7 Calendar Days of receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed you on account of the Work performed by the Subcontractors, to the extent of each Subcontractor's interest therein. In cases of Subcontractor performance deficiencies, you shall make written notice of any withholding to the Subcontractor with a copy to the Contracts Specialist. Upon correction of the deficiency, you shall pay the Subcontractor the amount previously withheld within 14 Calendar Days after payment by the City.
- 2. Any violation of California Business and Professions Code, §7108.5 concerning prompt payment to Subcontractors shall subject the violating Contractor or

Subcontractor to the penalties, sanctions, and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by the Prime Contractor, deficient subcontract performance, or noncompliance by a Subcontractor.

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

1. The City will hold retention from you and will make prompt and regular incremental acceptances of portions, as determined by the Engineer, of the Work and pay retention to you based on these acceptances.
2. You or your Subcontractors shall return all monies withheld in retention from a Subcontractor within 30 Calendar Days after receiving payment for Work satisfactorily completed and accepted including incremental acceptances of portions of the Work by the City.
3. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 Calendar Days may take place only for good cause and with the City's prior written approval. Any violation of this provision by you or your Subcontractor shall subject you or your Subcontractor to the penalties, sanctions, and other remedies specified in §7108.5 of the Business and Professions Code.
4. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you or your Subcontractor in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a Subcontractor.

K. CERTIFICATION.

1. The City accepts certifications of DBE, DVBE, MBE, SMBE, SWBE, or WBE by any of the following certifying agencies:
 - a) Current certification by the State of California Department of Transportation (CALTRANS) as DBE, SMBE, or SWBE.
 - b) Current MBE, WBE, or DVBE certification from the California Public Utilities Commission.
 - c) DVBE certification is received from the State of California's Department of General Services, Office of Small and Minority Business.
 - d) Current certification by the City of Los Angeles as DBE, WBE, or MBE.
 - e) Subcontractors' valid proof of certification status (copies of MBE, WBE, DBE, or DVBE certifications) shall be submitted as required.

L. CONTRACT RECORDS AND REPORTS.

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 10th 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.

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

THESE SPECIAL PROVISIONS SUPPLEMENT THE POLICIES AND REQUIREMENTS ESTABLISHED BY THE CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM SPECIFIED IN THE CITY'S GENERAL EOCP REQUIREMENTS.

A. GENERAL.

1. It is the City's policy to encourage greater availability, capacity development, and contract participation by SLBE and ELBE firms in City contracts. This policy is, in part, intended to further the City's compelling interest to stimulate economic development through the support and empowerment of the local community, ensure that it is neither an active nor passive participant in marketplace discrimination, and promote equal opportunity for all segments of the contracting community.
2. The City is committed to maximizing subcontracting opportunities for all qualified and available firms.
3. This policy applies to City-funded construction contracts. Bidders shall be fully informed of this policy as set forth in these specifications. Mandatory or voluntary subcontracting percentages, Bid Discounts, and restricted competitions are specified in the Contract Documents.
4. You shall make subcontracting opportunities available to a broad base of qualified Subcontractors and shall achieve the minimum SLBE-ELBE Subcontractor participation identified for your project.
5. Failure to subcontract the specified minimum (mandatory) percentages of the Bid to qualified available SLBE-ELBE Subcontractors will cause a Bid to be rejected as non-responsive unless the Bidder has demonstrated compliance with the affirmative steps as specified in the City's document titled "Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL" and has submitted documentation showing that all required positive efforts were made prior to the Bid submittal due date. The required Good Faith Effort (GFE) documentation shall be submitted to the Contract Specialist. The instructions for completing the good faith effort submittal can be found on the City's website:
<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbeinst.pdf>
6. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
7. These requirements may be waived, at the City's sole discretion, on projects deemed inappropriate for subcontracting participation.

B.

DEFINITIONS.

1. The following definitions shall be used in conjunction with these specifications:

- a) **Bid Discount** – Additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms.
- b) **Commercially Useful Function** – An SLBE-ELBE performs a commercially useful function when it is responsible for the execution of the Work and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the SLBE-ELBE shall also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself.

To determine whether an SLBE-ELBE is performing a commercially useful function, an evaluation will be performed of the amount of Work subcontracted, normal industry practices, whether the amount the SLBE-ELBE firm is to be paid under the contract is commensurate with the Work it is actually performing and the SLBE-ELBE credit claimed for its performance of the Work, and other relevant factors. Specifically, an SLBE-ELBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE-ELBE participation, when in similar transactions in which SLBE-ELBE firms do not participate, there is no such role performed.

- c) **Good Faith Efforts (GFE)** – Documentation of the Bidder’s intent to comply with SLBE Program goals and procedures included in the City’s SLBE Program, Instructions for Completing Good Faith Effort Submittal available from the City’s EOCP website or the Contract Specialist.
- d) **Independently Owned, Managed, and Operated** – Ownership of a SLBE-ELBE firm shall be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements shall not be eligible to participate in the Program. Moreover, the day-to-day management of the SLBE-ELBE firm shall be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE-ELBE eligibility requirements.
- e) **Joint Venture** – An association of two or more persons or business entities that is formed for the single purpose of carrying out a single defined business enterprise for which purpose they combine their

capital, efforts, skills, knowledge, or property. Joint ventures shall be established by written agreement to qualify for this program.

- f) **Local Business Enterprise (“LBE”)** – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.
- g) **Minor Construction Program** – A program developed for bidding exclusively among SLBE-ELBE Construction firms.
- h) **Principal Place of Business** – A location wherein a firm maintains a physical office and through which it obtains no less than 50% of its overall customers or sales dollars.
- i) **Protégé** – A firm that has been approved and is an active participant in the City’s Mentor-Protégé Program and that has signed the required program participation agreement and has been assigned a mentor.
- j) **Significant Employee Presence** – No less than 25% of a firm’s total number of employees are domiciled in San Diego County.

C. SUBCONTRACTOR PARTICIPATION.

- 1. For the purpose of satisfying subcontracting participation requirements, only 1st tier SLBE–ELBE Subcontractors will be recognized as participants in the Contract according to the following criteria:
 - a) For credit to be allowed toward a respective participation level, all listed SLBE-ELBE firms shall have been certified by the Bid due date.
 - b) The Subcontractor shall perform a commercially useful function for credit to be allowed toward subcontractor participation levels. The Subcontractor shall be required by you to be responsible for the execution of a distinct element of the Work and shall carry out its responsibility by actually performing and supervising its own workforce.
 - c) If the Bidder is seeking the recognition of materials, supplies, or both towards achieving any mandatory subcontracting participation level, the Bidder shall indicate on Form AA40 – Named Equipment/Material Supplier List with the Bid the following:
 - i. If the materials or supplies are obtained from a SLBE-ELBE manufacturer, the Bidder will receive 100% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- ii. If the materials or supplies are obtained from a SLBE-ELBE supplier, the Bidder will receive 60% of the cost of the materials or supplies toward SLBE participation. For the purposes of counting SLBE-ELBE participation a Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a supplier, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a supplier in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the suppliers' own distribution equipment shall be by a long-term lease agreement and shall not be on an ad hoc or contract-by-contract basis.
 - iii. If the materials or supplies are obtained from a SLBE-ELBE, which is neither a manufacturer nor a supplier, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees or transportation charges for the delivery of materials or supplies required on a job site will be counted toward SLBE-ELBE participation, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. No portion of the cost of the materials and supplies themselves will be counted toward SLBE-ELBE participation.
- d) If the Bidder is seeking the recognition of SLBE-ELBE Trucking towards achieving any mandatory subcontracting participation level, the Bidder shall indicate it on Form AA35 - List of Subcontractors with the Bid. The following factors will be evaluated in determining the credit to be allowed toward the respective participation level:
- i. The SLBE-ELBE shall be responsible for the management and supervision of the entire trucking operation for which it is getting credit on a particular Contract and there shall not be a contrived arrangement for the purpose of counting SLBE-ELBE participation.
 - ii. The SLBE-ELBE shall itself own and operate at least 1 fully licensed, insured, and operational truck used on the Contract.

- iii. The SLBE-ELBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- iv. The SLBE-ELBE may lease trucks from another SLBE-ELBE firm including an owner-operator who is certified as a SLBE-ELBE. The SLBE-ELBE who leases trucks from another SLBE-ELBE receives credit for the total value of the transportation services the lessee SLBE-ELBE provides on the contract.
- v. The SLBE-ELBE may also lease trucks from a non-SLBE-ELBE firm, including an owner-operator. The SLBE-ELBE who leases trucks from a non-SLBE-ELBE is entitled to credit for the total value of transportation services provided by non-SLBE-ELBE lessees not to exceed the value of transportation services provided by SLBE-ELBE owned trucks on the contract. Additional participation by non-SLBE-ELBE lessees receive credit only for the fee or commission it receives as a result of the lease arrangement.
- vi. A lease shall indicate that the SLBE-ELBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SLBE-ELBE so long as the lease gives the SLBE-ELBE absolute priority for use of the leased truck.

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

1. Contracts valued at \$1,000,000 and above will be considered Major Public Works Contracts and will include a mandatory Subcontractor participation requirement for SLBE-ELBE firms.
 - a) The Bidder shall achieve the mandatory Subcontractor participation requirement or demonstrate GFE.
 - b) The Bidders shall indicate the participation on Forms AA35 - List of Subcontractors and AA40 - Named Equipment/Material Supplier List as applicable regardless of the dollar value.
 - c) An SLBE-ELBE Bidder may count its own participation toward achieving the mandatory goal as long as the SLBE-ELBE Bidder performs 51% of the Contract Price.
2. Contracts Valued over \$500,000 and under \$1,000,000 will also be considered Major Public Works Contracts and will include the mandatory subcontractor participation requirements described above and the following:
 - a) 5% bid discount for SLBE-ELBE firms.
 - b) Non-certified Contractor will receive 5% bid discount if they achieve the specified mandatory Subcontracting participations.

- c) Bid discounts shall not apply if the award will result in a total contract cost of \$50,000 in excess of the apparent lowest Bid.
 - d) In the event of a tie bid between a SLBE-ELBE Bidder and a non-SLBE-ELBE Bidder, the SLBE-ELBE Bidder will be awarded the Contract.
 - e) In the event of a tie bid between a discounted Bid and a non-discounted Bid, the discounted Bid will be awarded the Contract.
3. Contracts valued over \$250,000 up to \$500,000 will be considered Minor Public Works Contracts and will be awarded through a competitive Bid process open only to City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and will be subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.
 4. Contracts valued at \$250,000 and below will also be considered Minor Public Works Contracts and will be awarded through a competitive bid process open only to City certified ELBEs unless there are less than 2 firms available at which it will be awarded through a competitive process open only to the City certified SLBE-ELBE firms. If there are no bidders or no responsible bidders, the Contract will be made available to all Bidders and subject to requirements listed in items 1 and 2 for Major Public Works Contracts above.

E. JOINT VENTURES.

1. The City may allow for Joint Venture bid discounts on some Contracts. Contracts that allow for Joint Venture bid discounts will be designated in Bid documents. A firm that is bidding or competing for City Contracts may partner with a certified SLBE or ELBE to compete for Contracts as a Joint Venture.
2. A Joint Venture shall be between two entities with the same discipline or license as required by the City. Joint ventures will receive bid discounts depending on the SLBE or ELBE percentage of participation. To be eligible for a discount, a Joint Venture Agreement shall be approved by the City at the time of Bid submittal. The maximum allowable discount shall be 5%. The parties shall agree to enter in the relationship for the life of the projects.
3. Joint Venture shall submit a Joint Venture Management Plan, a Joint Venture Agreement, or both at least 2 weeks prior to the Bid due date. Copies of the Joint Venture applications are available upon request to the Contract Specialist. Each agreement or management plan shall include the following:
 - a) Detailed explanation of the financial contribution for each partner.
 - b) List of personnel and equipment used by each partner.
 - c) Detailed breakdown of the responsibilities of each partner.
 - d) Explanation of how the profits and losses will be distributed.
 - e) Description of the bonding capacity of each partner.
 - f) Management or incentive fees available for any one of the partners (if any).

4. Each Joint Venture partner shall perform a Commercially Useful Function. An SLBE or ELBE that relies on the resources and personnel of a non-SLBE or ELBE firm will not be deemed to perform a Commercially Useful Function.
5. Each Joint Venture partner shall possess licenses appropriate for the discipline for which a proposal is being submitted. If a Joint Venture is bidding on a single trade project, at the time of bid submittal, each Joint Venture partner shall possess the requisite specialty license for that trade bid.
6. The SLBE or ELBE partner shall clearly define the portion of the Work to be performed. This Work shall be of the similar type of Work the SLBE or ELBE partner performs in the normal course of its business. The Joint Venture Participation Form shall specify the Bid items to be performed by each individual Joint Venture partner. Lump sum Joint Venture participation shall not be acceptable.
7. Responsibilities of the SLBE or ELBE Joint Venture Partner:
 - a) The SLBE or ELBE partner shall share in the control, management responsibilities, risks and profits of the Joint Venture in proportion with the level of participation in the project.
 - b) The SLBE or ELBE partner shall perform Work that is commensurate with its experience.
 - c) The SLBE or ELBE partner shall use its own employees and equipment to perform its portion of the Work.
 - d) The Joint Venture as a whole shall perform Bid items that equal or exceed 50% of the Contract Price, excluding the cost of manufactured items, in order to be eligible for a Joint Venture discount.

F. MAINTAINING PARTICIPATION LEVELS.

1. Credit and preference points are earned based on the level of participation proposed prior to the award of the Contract. Once the Project begins you shall achieve and maintain the SLBE-ELBE participation levels for which credit and preference points were earned. You shall maintain the SLBE-ELBE percentages indicated at the Award of Contract and throughout the Contract Time.
2. If the City modifies the original Scope of Work, you shall make reasonable efforts to maintain the SLBE-ELBE participation for which creditor preference points were earned. If participation levels will be reduced, approval shall be received from the City prior to making changes.
3. You shall notify and obtain written approval from the City in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE-ELBE Subcontractor. Failure to do so shall constitute a material breach of the Contract.
4. If you fail to maintain the SLBE-ELBE participation listed at the time the Contract is awarded and have not received prior approval from the City, the

City may declare you in default and will be considered grounds for debarment under Chapter 2, Article 2, Division 8, of the San Diego Municipal Code.

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

1. Documentation of your subcontracting efforts will be reviewed by EOCP to verify that you made subcontracting opportunities available to a broad base of qualified Subcontractors, negotiated in good faith with interested Subcontractors, and did not reject any bid for unlawful discriminatory reasons. The EOCP review is based on the federal “Six Good Faith Efforts” model.
2. The GFEs are required methods to ensure that all ELBE and SLBE firms have had the opportunity to compete for the City’s Public Works procurements. The Six Good Faith Efforts, also known as affirmative steps, attract and utilize ELBE and SLBE firms:
 - a) Ensure ELBE firms are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
 - b) Make information of forthcoming opportunities available to SLBE-ELBE firms and arrange time for Contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by SLBE-ELBE firms in the competitive process. This includes posting solicitations for Bids or proposals to SLBE-ELBE firms for a minimum of 10 Working Days before the Bid or Proposal due date.
 - c) Consider in the contracting process whether firms competing for large Contracts could subcontract with SLBE-ELBE firms.
 - d) Encourage contracting with a consortium of ELBE-SLBE firms when a Contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance of the City’s EOC Office and the SLBE-ELBE Directory.
 - f) If you award subcontracts, require your Subcontractors to take the steps listed above.

H. GOOD FAITH EFFORT DOCUMENTATION.

1. If the specified SLBE-ELBE Subcontractor participation percentages are not met, you shall submit information necessary to establish that adequate GFEs were taken to meet the Contract Subcontractor participation percentages. See the City’s document titled “Small Local Business (SLBE) Program, INSTRUCTIONS FOR BIDDERS COMPLETING THE GOOD FAITH EFFORT SUBMITTAL.” The instructions for completing the good faith effort submittal can be found on the City’s website:

<https://www.sandiego.gov/sites/default/files/legacy/eoc/pdf/slbegfeinst.pdf>

I. SUBCONTRACTOR SUBSTITUTION.

1. Evidence of fraud or discrimination in the substitution of Subcontractors will result in sanctions including assessment of penalty fines, termination of Contract, or debarment. This section does not replace applicable California Public Contract Code.

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

1. Falsification or misrepresentation of a sub-agreement as to company name, Contract amount or actual Work performed by Subcontractors, or any falsification or fraud on the part your submission of documentation and forms pursuant to this program, will result in sanctions against you including assessment of penalty fines, termination of the Contract, or debarment. Instances of falsification or fraud which are indicative of an attempt by you to avoid subcontracting with certain categories of Subcontractors on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability shall be referred to the Equal Opportunity Contracting Program's Investigative Unit for possible violations of Article 2, Division 35 of the City Administrative Code, §§22.3501 et seq. (Nondiscrimination in Contracting).

K. RESOURCES.

1. The current list of certified SLBE-ELBE firms and information for completing the GFE submittal can be found on the City's EOC Department website:
<http://www.sandiego.gov/eoc/programs/slbe.shtml>
-

ATTACHMENT D
PREVAILING WAGE

PREVAILING WAGE

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

1. The **2021 Edition** of the Standard Specifications for Public Works Construction (The "GREENBOOK").
2. The **2021 Edition** of the City of San Diego Standard Specifications for Public Works Construction (The "WHITEBOOK"), including the following:
 - a) General Provisions (A) for all Construction Contracts.

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

- 1-2 TERMS AND DEFINITIONS.** To the "WHITEBOOK", item 55, "Normal Working Hours", ADD the following:
The **Normal Working Hours** are **7:00 AM to 3:30 PM**.

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.

- 3-9 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) Limited Geotechnical Investigation for Highland and Monroe Storm Drain Replacement, prepared by Geocon Incorporated dated Feb. 22, 2016 and revised on Mar. 22, 2016. See **Appendix K - Limited Geotechnical Investigation**.

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

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.

SECTION 4 - CONTROL OF MATERIALS

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 Notice of Intent to Award** 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.

5-4.2.8 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.

5-4.6 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

Karen Vera, Project Engineer, kvera@sandiego.gov

Resident Engineer, TBA, XXX@sandiego.gov

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".

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", ADD the following:

3. Refer to the Sample City Invoice materials in **Appendix D - Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. 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".

ADD:

6-6.1.1 Environmental Document.

1. The City of San Diego has prepared a **Mitigated Negative Declaration** for **Highland - Monroe Storm Drain Replacement**, Project No. **442502**, 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 **Site Development Permit** for **Highland - Monroe Avenue Storm Drain Replacement**, Project No. **1843614**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Site Development Permit** 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.

6-6.2.1 Archaeological and Native American Monitoring Program. To the "WHITEBOOK", ADD the following:

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

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

7-3.11 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.

SECTION 306 - OPEN TRENCH CONDUIT CONSTRUCTION

306-15.1 General. To the “WHITEBOOK”, item 1, subsection a), ADD the following:

2. The payment for “Storm Drain 18" SDR35 PS46 Flg adapter w/ bur, 18" SDR35 adapter flg w/ DI 150# backup ring” and “Storm Drain 18" Flg x PE 45 deg EL DR17 IPS, 18" IPS DR17 HDPE 2pc 45 deg FL x PE w/ DI backup ring” shall be paid for separately and be included in the contact bid unit items. This includes payment for full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

SECTION 317 - PIPE FUSION

317-1.10 Payment. To the “WHITEBOOK”, ADD the following:

3. The payment for “Fusible HDPE Pipe (12" IPS DR17) with Concrete Encasement” for storm drain shall be paid for separately and be included in the contact bid unit items. This includes payment for full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

The payment for “Fusible HDPE Pipe (18" IPS DR17)” for storm drain shall be paid for separately and be included in the contact bid unit items. This includes payment for full compensation for the items of work and all appurtenant work, including furnishing all materials, labor, equipment, tools, and incidentals.

SECTION 402 – UTILITIES

402-2 PROTECTION. To the “WHITEBOOK”, item 2, ADD the following:

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

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.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

1001-1 **GENERAL.** To the “WHITEBOOK”, ADD the following:

8. Based on a preliminary assessment by the City, this Contract is subject to **WPCP**.
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

MITIGATED NEGATIVE DECLARATION AND SITE DEVELOPMENT PERMIT



THE CITY OF SAN DIEGO

MITIGATED NEGATIVE DECLARATION

Project No. 442502
SCH No. N/A

SUBJECT: HIGHLAND – MONROE STORM DRAIN REPLACEMENT: A SITE DEVELOPMENT PERMIT (SDP) to replace, realign, or abandon several existing above and below ground storm drains which have become severely degraded. The project area has two locations: (1) within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between 4386 and 4382 North Talmadge Drive extending east to Aldine Drive, approximately 1/4-mile northeast of the first location. The work at the Highland and Monroe location (location 1) will include construction of two cleanouts, five inlets, one new headwall with riprap, once concrete energy dissipater, and replacement of 150 linear feet existing high density polyethylene (HDPE) piping with 24-inch diameter below grade Reinforced Concrete Pipe (RCP). The existing storm drain at the Highland and Monroe location adjacent to 4545 45th Street will be abandoned in place. A new storm drain will be constructed at the intersection of Monroe Avenue and Max Drive using 30-inch diameter RCP. An existing 30-inch storm drain just west of the Monroe Avenue/Max Drive intersection will be abandoned in place.

Work in the North Talmadge Drive location (location 2) will include removal and replacement of an existing above ground 18-inch HDPE pipeline and associated rip rap with 18-inch diameter below ground RCP and the construction of two cleanouts and a concrete dissipater adjacent to Aldine Drive. The eroded areas around the existing pipe alignment will be filled to match adjacent natural grade, revegetated with a native hydroseed mix and low water use container plants, and temporarily irrigated during plant establishment. The project site is located within the Mid-City Communities – Kensington/Talmadge Community Plan Area and City Council District 9. **The project site is not included on any Government Code listing of hazardous waste sites.**

- 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 area(s): **Archaeological Resources, Paleontological Resources, and Land Use (MHPA Adjacency)**. Subsequent revisions in the project

proposal create the specific mitigation identified in Section V of this Mitigated Negative Declaration. The project as revised now avoids or mitigates the potentially significant environmental effects previously identified, and the preparation of an Environmental Impact Report will not be required.

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

V. MITIGATION, MONITORING AND REPORTING PROGRAM:

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

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

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

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

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

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

Qualified Archaeologist
Qualified Native American Monitor

Qualified Paleontologist
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**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) #442502 and /or Environmental Document # 442502, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

Note:

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

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

Not Applicable

4. MONITORING EXHIBITS

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

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required 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.

5. OTHER SUBMITTALS AND INSPECTIONS:

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

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Apv l</i>	<i>Notes</i>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con
Biology	Consultant Qual. Letter	MMC approval	
	Bio. Monitoring Exhibit.	MMC approval	
	Protocol or other Survey	MMC approval	
Biology	Limit of Work Ver. Letter	MMC inspection	
Paleontology	Paleontology Reports	Paleontology site observation	
Archaeology	Archaeology Reports	Archaeology/Historic site observation	
Final approval	Request for Final	Final inspection	1 week after request
Bond Release	Request letter	LEMA verification	2 week minimum LEMA

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

- I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents.

The mitigation measures of this MMRP notwithstanding, all mitigation and monitoring for project impacts to biological resources shall conform to the mitigation measures identified in Section 8 of the Biological Resources Letter Report for the Langmuir Street Storm Drain Improvements Project, prepared by Dudek and dated October 30, 2015, unless changes are approved by MMC.

Letters of Qualification Have Been Submitted to DD

- 1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.
- 2. MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.
- 3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

II. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
3. PQB Shall Contact MMC to Request Modification
 - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

III. During Construction

A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSV). The CSV's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.
3. The PQB or QBM shall be responsible for maintaining and submitting the CSV at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC

concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.

5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
 6. The PBQ shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
 7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSV.
 8. PQB shall verify in writing on the CSV's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.
- B. Disturbance/Discovery Notification Process
1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
 2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
 3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).
- C. Determination of Significance
1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
 2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

IV. General Avian Protection

To avoid any direct impacts to raptors and/or any native/migratory birds, 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 (precon) 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 precon 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 DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, 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. If nesting birds are not detected during the precon survey, no further mitigation is required.

- V. Prior to commencement of construction activities the Principal Qualified Biologist (PQB) shall meet with the PERMIT HOLDER/OWNER 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 buffer, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
 - A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 - B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
 - C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other

substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*

- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.
- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); Least Bell's vireo (3/15-9/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

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

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
 2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (E.G., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE

CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED 60 DB(A) HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICIAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

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

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 - 1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 - 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

ARCHAEOLOGICAL RESOURCES

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

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

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

- appurtenances and/or any known soil conditions (native or formation).
 - c. MMC shall notify the PI that the AME has been approved.
 - 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
 - 5. Approval of AME and Construction Schedule

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

III. During Construction

- A. Monitor Shall be Present During Grading/Excavation/Trenching
 - 1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.**
 - 2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
 - 3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/trenching activities, presence of fossil formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
 - 4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
 - 1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.

2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

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

 - (1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
 - (1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
- The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench

and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.

- b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
- c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
- d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Discovery of Human Remains

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

- A. Notification
 1. Archaeological Monitor shall notify the RE or BI as appropriate, MMC, and the PI, if the Monitor is not qualified as a PI. MMC will notify the appropriate Senior Planner in the Environmental Analysis Section (EAS) of the Development Services Department to assist with the discovery notification process.
 2. The PI shall notify the Medical Examiner after consultation with the RE, either in person or via telephone.
- B. Isolate discovery site
 1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
 2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.
 3. If a field examination is not warranted, the Medical Examiner will determine with input from the PI, if the remains are or are most likely to be of Native American origin.
- C. If Human Remains **ARE** determined to be Native American
 1. The Medical Examiner will notify the Native American Heritage Commission (NAHC) within 24 hours. By law, **ONLY** the Medical Examiner can make this call.
 2. NAHC will immediately identify the person or persons determined to be the Most Likely Descendent (MLD) and provide contact information.
 3. The MLD will contact the PI within 24 hours or sooner after the Medical Examiner has completed coordination, to begin the consultation process in accordance with CEQA Section 15064.5(e), the California Public Resources and Health & Safety Codes.

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

V. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 2. The following procedures shall be followed.
 - a. No Discoveries
In the event that no discoveries were encountered during night and/or weekend work, the PI shall record the information on the CSV and submit to MMC via fax by 8AM of the next business day.
 - b. Discoveries
All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction, and IV – Discovery of Human Remains. Discovery of human remains shall always be treated as a significant discovery.

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

VI. Post Construction

- A. Submittal of Draft Monitoring Report
 - 1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. **It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90-day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.**
 - a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
 - b. Recording Sites with State of California Department of Parks and Recreation
 - The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR 523 A/B) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
 - 2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
 - 3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
 - 4. MMC shall provide written verification to the PI of the approved report.
 - 5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
- B. Handling of Artifacts
 - 1. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
 - 2. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.

- C. Curation of artifacts: Accession Agreement and Acceptance Verification
 - 1. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
 - 2. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV – Discovery of Human Remains, Subsection C.
 - 3. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
 - 4. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
 - 5. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
- D. Final Monitoring Report(s)
 - 1. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
 - 2. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

PALEONTOLOGICAL RESOURCES

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

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

II. Prior to Start of Construction

- A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search has been completed. Verification includes, but is not limited to a copy of a confirmation letter from San Diego Natural History Museum, other institution or, if the search was in-house, a letter of verification from the PI stating that the search was completed.
 2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
- B. PI Shall Attend Precon Meetings
1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
 - a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
 2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects)
The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
 3. Identify Areas to be Monitored
 - a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to 11x17) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
 - b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
 - c. MMC shall notify the PI that the PME has been approved.
 4. When Monitoring Will Occur
 - a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
 - b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
 5. Approval of PME and Construction Schedule
After approval of the PME by MMC, the PI shall submit to MMC written authorization of the PME and Construction Schedule from the CM.

III. During Construction

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

1. The monitor shall be present full-time during grading/excavation/trenching activities including, but not limited to mainline, laterals, jacking and receiving pits, services and all other appurtenances associated with underground utilities as identified on the PME that could result in impacts to formations with high and/or moderate resource sensitivity. **The Construction Manager is responsible for notifying the RE, PI, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the PME.**
 2. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as trenching activities that do not encounter formational soils as previously assumed, and/or when unique/unusual fossils are encountered, which may reduce or increase the potential for resources to be present.
 3. The monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (**Notification of Monitoring Completion**), and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Paleontological Monitor shall direct the contractor to temporarily divert trenching activities in the area of discovery and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
- C. Determination of Significance
1. The PI shall evaluate the significance of the resource.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required. The determination of significance for fossil discoveries shall be at the discretion of the PI.
 - b. If the resource is significant, the PI shall submit a Paleontological Recovery Program (PRP) and obtain written approval of the program from MMC, MC and/or RE. PRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.
 - (1). Note: For pipeline trenching projects only, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
 - c. If resource is not significant (e.g., small pieces of broken common shell fragments or other scattered common fossils) the PI shall notify the RE, or BI as appropriate, that a non-significant discovery has been made. The Paleontologist shall continue to monitor the area without notification to MMC unless a significant resource is encountered.

- d. The PI shall submit a letter to MMC indicating that fossil resources will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that no further work is required.
 - (1). Note: For Pipeline Trenching Projects Only. If the fossil discovery is limited in size, both in length and depth; the information value is limited and there are no unique fossil features associated with the discovery area, then the discovery should be considered not significant.
 - (2). Note, for Pipeline Trenching Projects Only: If significance can not be determined, the Final Monitoring Report and Site Record shall identify the discovery as Potentially Significant.
- D. Discovery Process for Significant Resources - Pipeline Trenching Projects
 The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance.
- 1. Procedures for documentation, curation and reporting
 - a. One hundred percent of the fossil resources within the trench alignment and width shall be documented in-situ photographically, drawn in plan view (trench and profiles of side walls), recovered from the trench and photographed after cleaning, then analyzed and curated consistent with Society of Invertebrate Paleontology Standards. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact and so documented.
 - b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
 - c. The PI shall be responsible for recording (on the appropriate forms for the San Diego Natural History Museum) the resource(s) encountered during the Paleontological Monitoring Program in accordance with the City's Paleontological Guidelines. The forms shall be submitted to the San Diego Natural History Museum and included in the Final Monitoring Report.
 - d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

IV. Night and/or Weekend Work

- A. If night and/or weekend work is included in the contract
 - 1. When night and/or weekend work is included in the contract package, the extent and timing shall be presented and discussed at the precon meeting.
 - 2. The following procedures shall be followed.
 - a. No Discoveries
 In the event that no discoveries were encountered during night and/or weekend work, The PI shall record the information on the CSVr and submit to MMC via the RE via fax by 8AM on the next business day.
 - b. Discoveries
 All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
 - c. Potentially Significant Discoveries
 If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shall be followed.

- d. The PI shall immediately contact the RE and MMC, or by 8AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
- B. If night and/or weekend work becomes necessary during the course of construction
 - 1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
 - 2. The RE, or BI, as appropriate, shall notify MMC immediately.
- C. All other procedures described above shall apply, as appropriate.

V. Post Construction

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

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

VI. PUBLIC REVIEW DISTRIBUTION:

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

City of San Diego

- Councilmember Emerald - District 9
- Mayor's Office
- City Attorney's Office (MS 59)
- Development Services (501)
 - Mark Brunette, EAS
 - Peter Kann, Project Management
- Engineering and Capital Projects (908A)
 - Jason Guise
- Facilities Financing, Tom Tomlinson (93B)
- Water Review, Medhi Rastakhiz (86A)
- Library Dept. – Government Documents (81)
 - San Diego Central Library (81A)
 - Kensington-Normal Heights Branch Library (81K)

Archaeology

- Historical Resources Board (87)
- Carmen Lucas (206)
- South Coastal Information Center (210)
- San Diego Archaeological Center (212)
- Save Our Heritage Organisation (214)
- Ron Christman (215)
- Clint Linton (215B)
- Frank Brown – Inter-Tribal Cultural Resources Council (216)
- Campo Band of Mission Indians (217)
- San Diego County Archaeological Society, Inc. (218)
- Kumeyaay Cultural Heritage Preservation (223)
- Kumeyaay Cultural Repatriation Committee (225)
- Native American Distribution (225 A-S) (Public Notice & Location Map Only)

Paleontology

- San Diego Natural History Museum (213)

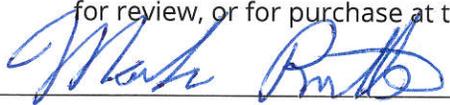
Others

- Kensington Talmadge Planning Committee (290)

VII. RESULTS OF PUBLIC REVIEW:

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

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



Mark Brunette, Senior Planner
Development Services Department

9/23/16
Date of Draft Report

10/18/16
Date of Final Report

Analyst: Mark Brunette

Attachments: Location Map
Initial Study Checklist

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

Highland and Monroe Ave Storm Drain Replacement

SENIOR ENGINEER
JAMAL BATTA
(619) 533-7482

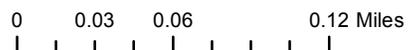
PROJECT MANAGER
JASON GUISE
(619) 533-4665

PROJECT ENGINEER
RONALD FAMORCAN
(619) 533-6902

FOR QUESTIONS ABOUT THIS PROJECT
Call: (619) 533-4207



LOCATION MAP



COMMUNITY NAME: MID-CITY
KENSINGTON - TALMADGE

COUNCIL DISTRICT: 3

SAP ID: B-12096

Date: December 14, 2015



INITIAL STUDY CHECKLIST

1. Project Title/Project Number: **HIGHLAND AND MONROE STORM DRAIN IMPROVEMENT PROJECT/442502**

2. Lead agency name and address:

City of San Diego
Department of Development Services
1222 First Avenue, MS 501
San Diego, CA 92101

3. Contact person and phone number: Mark Brunette/ (619) 446-5379

4. Project location:

The proposed project is located within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection and extending east from the rear of 4386 and 4382 North Talmadge Drive on a natural hillside to Aldine Drive within the Mid-City Communities – Kensington/Talmadge Community Plan area and Council District 9 (See attached location map).

5. Project Applicant/Sponsor's name and address:

City of San Diego Public Works Department – Engineering and Capital Projects, Right of Way Design Division

6. General Plan designation:

City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. Portions of the alignment are in PROW, as well as in the Residential and Open Space general plan designations.

7. Zoning:

The proposed project is within the RS-1-1 and RS-1-7 zones (Residential – Single Unit) and the OR-1-1 zone (Open Space - Residential) zone.

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 SITE DEVELOPMENT PERMIT (SDP) to replace, realign, or abandon several existing above and below ground storm drains which have become severely degraded. The project area has two locations: (1) within the existing canyon between the private residence at 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between the private residences at 4386 and 4382 North Talmadge Drive extending east along a natural hillside to Aldine Drive, approximately 1/4-mile northeast of the first location. The work at the Highland and Monroe location (location 1) will included construction of two cleanouts, five inlets, one new headwall with riprap, once concrete

energy dissipater, and replacement of 150 linear feet existing high density polyethylene (HDPE) piping with 24-inch diameter below grade Reinforced Concrete Pipe (RCP). The existing storm drain at the Highland and Monroe location adjacent to 4545 45th Street will be abandoned in place. A new storm drain will be constructed at the intersection of Monroe Avenue and Max Drive using 30-inch diameter RCP. An existing 30-inch storm drain just west of the Monroe Avenue/Max Drive intersection will be abandoned in place.

Work in the North Talmadge Drive location (location 2) will include removal and replacement of an existing above ground 18-inch HDPE pipeline and associated rip rap with 18-inch diameter below ground RCP and the construction of two cleanouts and a concrete dissipater adjacent to Aldine Drive. The eroded areas around the existing pipe alignment will be filled to match adjacent natural grade, revegetated with a native hydroseed mix and non-invasive low water use container plants, and temporarily irrigated during plant establishment. **The project site is not included on any Government Code listing of hazardous waste sites.**

9: Surrounding land uses and setting: Briefly describe the project's surroundings:

The Highland and Monroe location is bordered on all sides by residential development, except to the northeast, where the existing drainage continue through scrub oak chaparral and disturbed habitat approximately 450 feet toward Aldine Drive. The North Talmadge location is bordered by residential development to the west, Aldine Drive to the east and disturb chaparral, disturbed habitat, and scrub oak chaparral to the north and south.

The Highland and Monroe location topography slopes steeply into the canyon, which extends roughly northeast from Monroe toward Aldine Drive and contains a mix of native and invasive/ornamental plant species. With respect to the North Talmadge location, the topography slopes down to the east from North Talmadge Drive to Aldine Drive and is dominated by ornamental/invasive plan species with adjacent to patches of native chaparral vegetation. The elevation of the two locations ranges from approximately 170 feet to 250 feet above mean sea level. Both locations are situated adjacent to the City's Multiple Habitat Preservation Area (MHPA).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):

N/A

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

- | | | |
|---|--|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Utilities/Service System |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Noise | <input 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, 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. Please note, all reports and documents mentioned in this document are available for public review in the Entitlements Division on the Fifth Floor of 1222 First Avenue, San Diego.
- 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.

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

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 three 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 hydroseed mix and container plants using an appropriate non-invasive plant palette. Therefore, no new visual impacts occur as a result of the project. In addition, the project would not remove any existing trees. 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?

See answer to I.a. above. In addition, the project would not damage any existing scenic rock outcroppings, or historic buildings (Refer to V.a.) 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.

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

See answer to I.a and I.b. above.

- 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.

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

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

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 naturalized canyon and within a paved public road which is not designated for agricultural use or farmland. In addition, agricultural land is not present in the vicinity of the project.

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

Refer to II.a.

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

The project would occur in adjacent to and within a naturalized canyon and within a paved public road which is not designated as forest land. In addition, forest land is not present in the vicinity of the project.

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

Refer to II.c.

- 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.

- 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:

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

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to III.b

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

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.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors would dissipate into the atmosphere upon release and

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

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.

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

Direct Impacts

A Biological Survey Letter Report for Highland and Monroe Avenues Storm Drain Replacement was prepared by Dudek (July 20, 2015). The letter report analyzed the impacts of the proposed project on the biological resources located in the vicinity of the project. The proposed project would not result in any direct impacts to wetland habitat or jurisdictional waters and, therefore, no mitigation would be required.

The proposed project would result in a direct impact of less than 0.1-acre (0.0004-acre) to Chamise Chaparral upland Tier II habitat. Based on the City of San Diego CEQA Significance Determination Thresholds, revised version (2016), direct impacts totaling less than 0.1-acre, to Tiers I-IIIB upland habitats would not be considered significant under CEQA and thus would not require mitigation.

Indirect Impacts

The proposed project may include use of construction materials or construction equipment fluids that may potentially enter the Multi-Habitat Planning Area (MHPA) of the Multiple Species Conservation Program. In addition, due to the occurrence of MHPA wildlife habitat adjacent to the proposed project area, elevated noise levels during construction activities could potentially interfere with wildlife utilization of the MHPA. Further, the proposed project disturbance/impact areas could result in conditions suitable for non-native, invasive species that may invade and/or increase within and adjacent to the MHPA. However, implementation of the Mitigation and Monitoring Requirements identified in Section V of this Mitigated Negative Declaration would reduce potentially significant indirect impacts to the MHPA to a less than significant level.

Section V also includes specific mitigation measures for the California gnatcatcher and general avian species including raptors, which would reduce potentially significant indirect impacts on those bird species 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?
- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Refer to IV.a regarding indirect impacts. According to the project’s biological letter report the project would not directly impact any riparian habitat or any other community identified in

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

local or regional plans, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service.

- 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 regarding indirect impacts. According to the project's biological letter report the project would not directly impact any federal protected wetlands

- 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?

Due to the relatively small scale, location, and timing (i.e. daylight hours) of the proposed project impacts, proposed backfilling of any trenching to match adjacent natural grade, and revegetation of any ground disturbance with non-invasive, low water use, plant species to match the vegetation in the canyons, 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 under CEQA.

- 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 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. The project is located adjacent to the Multi-Habitat Planning Area (MHPA) and is therefore subject to the MSCP City of San Diego Subarea Plan MHPA land use agency guidelines. These guidelines are included as mitigation measures under Section V of this Mitigated Negative Declaration which would reduce potentially significant indirect impacts to habitat and wildlife in the MHPA to a less than significant level.

- 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 and IV.e. The project would not conflict with any local conservation plans including the MSCP City of San Diego Subarea Plan.

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

V. CULTURAL RESOURCES – Would the project:

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

The project involves the repair and replacement of an existing underground storm drain line and would not impact any designated historic structures or resources.

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The proposed project would place storm drain pipe in new trenches that would require the excavation of undisturbed native surficial soil in an area that has been identified as sensitive for the discovery of archaeological resources on City of San Diego archaeological resource sensitivity maps. For this reason the proposed project trenching could have a significant impact on archaeological resources. To reduce potentially significant impacts to archaeological resources to a less than significant level, a qualified archaeologist and native American monitor are required to be present during any ground disturbance that is associated with the project. Specific information on archaeological resource impact mitigation can be found within the Mitigation, Monitoring and Reporting Program under Section V of this MND.

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

The project site is underlain by the Linda Vista and San Diego geological deposit/formation/rock unit is indicated by the project's geotechnical investigation and City of the City of San Diego La Jolla Quadrangle geologic map. The City of San Diego CEQA Significance Thresholds Paleontological Monitoring Determination Matrix indicates that the Linda Vista Formation is moderately sensitive, and the San Diego Formation is highly sensitive, for the discovery of paleontological resources.

The thresholds state that monitoring is required when grading near a fossil recovery site in the same geologic formation as the project site as indicated on City of San Diego geologic maps. There is a fossil recovery site within one-quarter mile of the project site in the Linda Vista Formation. Therefore, a qualified paleontological monitor will be required to be present during ground disturbance of areas where Linda Vista Formation is present.

City CEQA thresholds also state that monitoring may be required for shallow grading when unweathered geologic formations are present at the surface. Since the project's geotechnical investigation indicates there is exposed San Diego formation at the surface for portions of the project alignment, a qualified paleontological monitor will be required to be present during ground disturbance of areas where San Diego Formation is present. Specific information on paleontological resource impact mitigation can be found within the Mitigation, Monitoring and Reporting Program under Section V of this MND.

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

- d) Disturb any human remains, including those interred outside of formal 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 subsequent 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.

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.

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?

See VI.a.i. above. The project would 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?

See VI.a above.

- iv) Landslides?

See VI.a. above.

- 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

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

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

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

Refer to VI.a.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to VI.a. In addition, no septic or alternative wastewater systems are proposed since the scope of the project is to repair and replace existing public storm drain pipe.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

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

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

requirements of the CAP.

This Checklist is part of the CAP and contains measures that are required to be implemented on a project-by-project basis to ensure that the specified emissions targets identified in the CAP are achieved. Implementation of these measures would ensure that new development is consistent with the CAP's assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets. Projects that are consistent with the CAP as determined through the use of this Checklist may rely on the CAP for the cumulative impacts analysis of GHG emissions. Projects that are not consistent with the CAP must prepare a comprehensive project-specific analysis of GHG emissions, including quantification of existing and projected GHG emissions and incorporation of the measures in this Checklist to the extent feasible. Cumulative GHG impacts would be significant for any project that is not consistent with the CAP.

The project involves a relatively short repair/installation length of approximately 0.2 miles with a limited duration of construction of less than 6 months. In addition, the project would not result in operational green house gas 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 stormwater 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

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.

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

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?

Construction of the project may have the potential to traverse properties which could contain Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or contaminated sites located within 1,000 feet of the project alignments; however, 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, section 803 of the City's "WHITEBOOK" to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such, impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.

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

See VIIIa-c above. In addition, the project alignment is not included on a list of hazardous materials locations.

- 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,

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

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 Montgomery Field Airport Land Use Compatibility Plan. However, 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.

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

The project site is not within proximity of a private airstrip.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

The proposed project would be located within a naturalized canyon, However, the proposed storm drain replacement storm drain would not introduce any new features that are combustible or would increase the risk of fire.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Violate any water quality standards or waste discharge requirements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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 would have to comply with either a Water Pollution Control Plan or Storm Water Pollution Prevention Plan. These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.

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

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

The project does not use groundwater, nor would it create new impervious surfaces that would interfere with groundwater recharge.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

All areas that are trenched would be backfilled to match adjacent natural grade and all disturbed areas would be re-vegetated with a non-irrigated native hydroseed mix and non-invasive, low water use container plants to minimize soil erosion. In addition, the purpose of the project is to replace a storm drain pipe that has reached the end of its useful life and could fail and result in substantial erosion if not replaced. Thus, the project would actually reduce the potential for erosion in the future.

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

Refer to IX.c.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. 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.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to IX.c. 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.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| g) Place housing within a 100-year flood hazard area as | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

The project does not propose any housing.

- 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 impede flood flows as it is a linear underground storm drain repair project.

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

The proposed project does not include any features that would increase the risk associated with flooding beyond those of existing conditions.

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

The proposed project does not include any features that would increase the risk associated with inundation by seiche, tsunami, or mudflow beyond those of existing conditions.

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.

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

Refer to IV. The project is adjacent to the MHPA preserve area of the City of San Diego Multiple Species Conservation Program. However, 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 MHPA to a less than

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

significant level.

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

The areas around the proposed project alignment are not being used for the recovery of mineral resources and are not designed by the General Plan or other local, state or federal land use plan for mineral resources recovery; therefore, the project would not result in the loss of mineral resources.

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

Refer to X.e.

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

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.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Generation of excessive ground borne vibration or ground borne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project would not result in the generation of operational ground borne vibration or noise levels in excess of existing standards or ambient levels.

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Refer to XII.a-b

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

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

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.

- 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 Airport Influence Area of Montgomery Field Land Use Compatibility Plan. However, it is not within the airport 60 CNEL noise contour so people working on the project would not be exposed to excessive airport noise levels. 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.

- 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.

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. There is no existing housing within the boundaries of the proposed project.

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

No such displacement would result. There is no existing housing or residents within the

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

boundaries of the project.

XIV. PUBLIC SERVICES

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

i) Fire Protection

The project would not result in adverse physical impacts of fire facilities or adversely affect existing levels of fire services.

ii) Police Protection

The project would not affect existing levels of police protection service and would not require the construction or expansion of a police facility.

iii) Schools

The project would not affect existing levels of public services and would not require the construction or expansion of a school facility.

v) Parks

The project would not affect existing levels of public services and would not require the construction or expansion of a park facility.

vi) Other public facilities

The project would not affect existing levels of public services; therefore, no new or altered government facilities would be required.

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.

- b) Does the project include recreational facilities or require the construction or expansion of

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

recreational facilities, which might have an adverse physical effect on the environment?

Refer to XV.a. The project does not propose recreation facilities or require the construction or expansion of any such facilities.

XVI. TRANSPORTATION/TRAFFIC – Would the project?

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

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

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that traffic circulation would not be substantially impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or level of service.

- 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?

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

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that existing cumulative or individual levels of service are minimally impacted. Therefore, the project would not result in any significant permanent increase in traffic generation or permanent reduction in level of service.

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

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

Refer to XVI.c. In addition, the project would not result in safety risks or a change to air traffic patterns in that all work would occur either underground or not more than three feet above existing grade.

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

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

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

The project would not create a permanent increase in hazards resulting from design features and would reduce temporary hazards due to construction to a less than significant level through a Traffic Control Plan. The project does not propose any change in land use that would affect existing land uses in the area.

- e) Result in inadequate emergency access?

Construction of the proposed project would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction such that emergency access would not be substantially impacted. Therefore, the project would not result in inadequate emergency access.

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

The project would temporarily impact circulation during construction activities relative to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

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?

Construction of the proposed project would result in improvements to the storm water drainage infrastructure. It would not affect the water or wastewater systems and would, therefore, not result in a significant unmitigated impact on the environment.

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

Construction of the proposed storm water drainage pipeline repair project would repair an existing and slightly extend drainage lines in approximately the same alignment and

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

location, and does not propose or require the construction substantial new drainage facilities. Therefore, the project would not require the construction of new storm water drainage facilities or expansion of existing facilities.

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

Construction of the proposed project would not increase the demand for water and within the project area.

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

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.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

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

Although the proposed project could have significant indirect impacts to sensitive

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

biological resources and the project is located adjacent to the Multi Habitat Planning Area (MHPA) of the MSCP, 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. With respect to cultural resources, mitigation measures for potential impacts to archaeological and paleontological resources are identified in Section V of the MND and would reduce potential impacts to a less than significant level. 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 futures 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 land use adjacency requirements as well as nesting bird 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.

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

In addition, as evidenced by the Initial Study Checklist, no other substantial adverse effects on human beings, either indirectly or directly, would occur as a result of project implementation.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan; City of San Diego Land Development Municipal Code
- Community Plan.
- Local Coastal Plan.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

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

III. AIR QUALITY

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

IV. BIOLOGY

- City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997
- City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" Maps, 1996.
- City of San Diego, MSCP, "Multiple Habitat Planning Area" maps, 1997.
- Community Plan - Resource Element.
- California Department of Fish and Game, California Natural Diversity Database, "State and Federally-listed Endangered, Threatened, and Rare Plants of California," January 2001.
- California Department of Fish & Game, California Natural Diversity Database, "State and Federally-listed Endangered and Threatened Animals of California," January 2001.
- City of San Diego Land Development Code Biology Guidelines.
- Site Specific Report: Biological Resources Letter Report for the Langmuir Storm Drain Improvements Project by Dudek, dated October 30, 2015.

V. CULTURAL RESOURCES (INCLUDES HISTORICAL RESOURCES)

City of San Diego Historical Resources Guidelines.

City of San Diego Archaeology Library.

Historical Resources Board List.

Community Historical Survey:

Site Specific Reports:

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(s): Limited Geotechnical Investigation, Highland and Monroe Storm Drain Replacement, prepared by Geocon Incorporated, dated March 30, 2015. Response to City Comments Limited Geotechnical Investigation, Highland and Monroe Storm Drain Replacement, prepared by Geocon Incorporated, revised March 22, 2016.

VII. GREENHOUSE GAS EMISSIONS

City of San Diego Climate Action Plan, Adopted 2015

VIII. HAZARDS AND HAZARDOUS MATERIALS

San Diego County Hazardous Materials Environmental Assessment Listing,

San Diego County Hazardous Materials Management Division

FAA Determination

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

Airport Land Use Compatibility Plan.

Site Specific Report:

IX. HYDROLOGY/WATER QUALITY

Flood Insurance Rate Map (FIRM).

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

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

Site Specific Reports: Hydrology Study and Drainage Design Highland and Monroe Aves Storm Drain Replacement, prepared by Ronal Famorcan, dated April 15, 2016

X. LAND USE AND PLANNING

City of San Diego General Plan.

Community Plan.

Airport Land Use Compatibility Plan

City of San Diego Zoning Maps

FAA Determination

XI. MINERAL RESOURCES

California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.

Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

Site Specific Report:

XII. NOISE

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.

City of San Diego General Plan.

Site Specific Report:

XIII. PALEONTOLOGICAL RESOURCES

City of San Diego Paleontological Guidelines.

Deméré, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.

Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2

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

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

Site Specific Report:

XIV. POPULATION / HOUSING

City of San Diego General Plan.

Community Plan.

Series 11 Population Forecasts, SANDAG.

Other:

XV. PUBLIC SERVICES

City of San Diego General Plan.

Community Plan.

XVI. RECREATIONAL RESOURCES

City of San Diego General Plan.

Community Plan.

Department of Park and Recreation

City of San Diego - San Diego Regional Bicycling Map

Additional Resources:

XVII. TRANSPORTATION / CIRCULATION

City of San Diego General Plan.

Community Plan.

San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.

San Diego Region Weekday Traffic Volumes, SANDAG.

Site Specific Report:

XVIII. UTILITIES

X City of San Diego General Plan.

X Community Plan.

XIX. WATER CONSERVATION

X City of San Diego General Plan.

X Community Plan.

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

HIGHLAND - MONROE STORM DRAIN REPLACEMENT PROJECT
MITIGATED NEGATIVE DECLARATION NO. 442502
AND
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)

ADOPTED ON October 24, 2016

WHEREAS, on September 24, 2015, The City of San Diego Public Works Department submitted a Site Development Permit application to the Development Services Department for the Highland – Monroe Storm Drain Replacement project to replace, realign, and abandon existing above and below ground storm drains within canyons adjacent to 4565 Highland Avenue and 4386 North Talmadge Drive, and in the public right-of-way near the Max Drive/Monroe Avenue intersection (Project); and

WHEREAS, the matter was considered without a public hearing by the Deputy Director of the Development Services Department as designated by the City Manager of the City of San Diego on October 24, 2016; and

WHEREAS, the Deputy Director of the Development Services Department as designated by the City Manager considered the issues discussed in Mitigated Negative Declaration No. 442502 (Declaration) prepared for this Project; NOW THEREFORE,

BE IT RESOLVED, by the Deputy Director for the Development Services Department as designated by the City Manager that it is certified that the Declaration has been completed in compliance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code Section 21000 et seq.), as amended, and the State CEQA Guidelines thereto (California Code of Regulations, Title 14, Chapter 3, Section 15000 et seq.), that the Declaration reflects the independent judgment of the City of San Diego as Lead Agency and that the information contained in said Declaration, together with any comments received during the public review process, has been reviewed and considered by the Director of the Department of Development Services as designated by the City Manager in connection with the approval of the Project.

BE IT FURTHER RESOLVED, that the Deputy Director of the Department of Development Services finds on the basis of the entire record that project revisions now mitigate potentially

significant effects on the environment previously identified in the Initial Study, that there is no substantial evidence that the Project will have a significant effect on the environment, and, therefore, that said Declaration is hereby adopted.

BE IT FURTHER RESOLVED, that pursuant to CEQA Section 21081.6, the Deputy Director of the Department of Development Services as designated by the City Manager hereby adopts the Mitigation Monitoring and Reporting Program, or alterations to implement the changes to the Project in order to mitigate or avoid significant effects on the environment, which is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED, that the Declaration and other documents constituting the record of proceedings upon which the approval is based are available to the public at the office of the Development Services Department, 1222 First Avenue, San Diego, CA 92101.

BE IT FURTHER RESOLVED, that Development Services Staff is directed to file a Subsequent Action Notice of Determination with the Clerk of the Board of the Supervisors for the County of San Diego regarding the project.

APPROVED: Kerry Santoro, Deputy Director, Development Services Department

By:  _____

Date: 10/24/16

ATTACHMENT: Exhibit A: Mitigation Monitoring and Reporting Program

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM HIGHLAND-MONROE STORM DRAIN REPLACEMENT PROJECT PROJECT NO. 442502

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

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

1. Prior to the issuance of a Notice To Proceed (NTP) for a subdivision, or any construction permits, such as Demolition, Grading or Building, or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD), (plans, specification, details, etc.) to ensure the MMRP requirements are incorporated into the design.

2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, **"ENVIRONMENTAL/MITIGATION REQUIREMENTS."**

3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:

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

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

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

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

1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and

City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants:

Qualified Archaeologist

Qualified Native American Monitor

Qualified Paleontologist

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**

2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) #442502 and /or Environmental Document # 442502, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's Environmental Designee (MMC) and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc)

Note:

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

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

Not Applicable

4. MONITORING EXHIBITS

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

NOTE:

Surety and Cost Recovery – When deemed necessary by the Development Services Director or City Manager, additional surety instruments or bonds from the private Permit Holder may be required 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.

5. OTHER SUBMITTALS AND INSPECTIONS:

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

<i>Issue Area</i>	<i>Document submittal</i>	<i>Assoc Inspection/Apv l</i>	<i>Notes</i>
Pre Con Meeting	Request letter	MMC approval	3 days prior to pre con
Biology	Consultant Qual. Letter	MMC approval	
	Bio. Monitoring Exhibit.	MMC approval	
	Protocol or other Survey	MMC approval	
Biology	Limit of Work Ver. Letter	MMC inspection	
Paleontology	Paleontology Reports	Paleontology site observation	
Archaeology	Archaeology Reports	Archaeology/Historic site observation	
Final approval	Request for Final	Final inspection	1 week after request
Bond Release	Request letter	LEMA verification	2 week minimum LEMA

B. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES

- I. Prior to the issuance of a Notice to Proceed (NTP) or any construction permits, including but not limited to, the first Grading Permit, Demolition Plans/Permits and Building Plans/Permits the Development Services Department Deputy Director (DD) environmental designee Mitigation Monitoring Coordination (MMC) shall incorporate the following mitigation measures into the project design and include them verbatim on all appropriate construction documents.

The mitigation measures of this MMRP notwithstanding, all mitigation and monitoring for project impacts to biological resources shall conform to the mitigation measures identified in Section 8 of the Biological Resources Letter Report for the Langmuir Street Storm Drain Improvements Project, prepared by Dudek and dated October 30, 2015, unless changes are approved by MMC.

Letters of Qualification Have Been Submitted to DD

- 1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the Principal Qualified Biologist (PQB) and Qualified Biological Monitor (QBM) and the names of all other persons involved in the implementation of the biological monitoring program, as they are defined in the City of San Diego Biological Review References. Resumes and the biology worksheet should be updated annually.

2. MMC will provide a letter to the applicant confirming the qualifications of the PQB /QBM and all City approved persons involved in the biological monitoring of the project.
3. Prior to the start of work, the applicant must obtain approval from MMC for any personnel changes associated with the biological monitoring of the project.

II. Prior to Start of Construction

A. PQB Shall Attend Preconstruction (Precon) Meetings

1. Prior to beginning any work that requires monitoring:
 - a. The owner/permittee or their authorized representative shall arrange and perform a Precon Meeting that shall include the PQB, Construction Manager (CM) and/or Grading Contractor (GC), Landscape Architect (LA), Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC.
 - b. The PQB shall also attend any other grading/excavation related Precon Meetings to make comments and/or suggestions concerning the biological monitoring program.
 - c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB, CM, BI, LA, RIC, RMC, RE and/or BI, if appropriate, prior to the start of any work associated with the revegetation/ restoration phase of the project, including site grading preparation.
2. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
3. PQB Shall Contact MMC to Request Modification
 - a. The PQB may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information (such as other sensitive species not listed by federal and/or state agencies and/or not covered by the MSCP and to which any impacts may be considered significant under CEQA) which may reduce or increase the potential for biological resources to be present.

III. During Construction

A. PQB or QBM Present During Construction/Grading/Planting

1. The PQB or QBM shall be present full-time during construction activities including but not limited to, site preparation, cleaning, grading, and excavation, in association with the construction of the project which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The QBM is responsible for notifying the PQB of changes to any approved construction plans, procedures, and/or activities. The PQB is responsible to notify MMC of the changes.**
2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSV). The CSV's shall be faxed by the CM the first day of monitoring, the last day of monitoring, monthly, and in the event that there is a deviation from conditions identified within the LCD and/or biological monitoring program. The RE shall forward copies to MMC.

3. The PQB or QBM shall be responsible for maintaining and submitting the CSVR at the time that CM responsibilities end (i.e., upon the completion of construction activity other than that of associated with biology).
 4. All construction activities (including staging areas) shall be restricted to the development areas. The PQB or QBM staff shall monitor construction activities as needed, with MMC concurrence on method and schedule. This is to ensure that construction activities do not encroach into biologically sensitive areas beyond the limits of disturbance.
 5. The PQB or QBM shall supervise the placement of orange construction fencing or City approved equivalent, along the limits of potential disturbance adjacent to (or at the edge of) all sensitive habitats.
 6. The PBQ shall provide a letter to MMC that limits of potential disturbance has been surveyed, staked and that the construction fencing is installed properly.
 7. The PQB or QBM shall oversee implementation of BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measures, as needed to ensure prevention of any significant sediment transport. In addition, the PQB/QBM shall be responsible to verify the removal of all temporary construction BMP's upon completion of construction activities. Removal of temporary construction BMP's shall be verified in writing on the final construction phase CSVR.
 8. PQB shall verify in writing on the CSVR's that no trash stockpiling or oil dumping, fueling of equipment, storage of hazardous wastes or construction equipment/material, parking or other construction related activities shall occur adjacent to sensitive habitat. These activities shall occur only within the designated staging area located outside the area defined as biological sensitive area.
- B. Disturbance/Discovery Notification Process
1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified, the PQB or QBM shall direct the contractor to temporarily divert construction in the area of disturbance or discovery and immediately notify the RE or BI, as appropriate.
 2. The PQB shall also immediately notify MMC by telephone of the disturbance and report the nature and extent of the disturbance and recommend the method of additional protection, such as fencing and appropriate Best Management Practices (BMP's). After obtaining concurrence with MMC and the RE, PQB and CM shall install the approved protection and agreement on BMP's.
 3. The PQB shall also submit written documentation of the disturbance to MMC within 24 hours by fax or email with photos of the resource in context (e.g., show adjacent vegetation).
- C. Determination of Significance
1. The PQB shall evaluate the significance of disturbance and/or discovered biological resource and provide a detailed analysis and recommendation in a letter report with the appropriate photo documentation to MMC to obtain concurrence and formulate a plan of action which can include fines, fees, and supplemental mitigation costs.
 2. MMC shall review this letter report and provide the RE with MMC's recommendations and procedures.

IV. General Avian Protection

To avoid any direct impacts to raptors and/or any native/migratory birds, 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 (precon) 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 precon 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 DSD for review and approval and implemented to the satisfaction of the City. The City's MMC Section or RE, 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. If nesting birds are not detected during the precon survey, no further mitigation is required.

- V. Prior to commencement of construction activities the Principal Qualified Biologist (PQB) shall meet with the PERMIT HOLDER/OWNER 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 buffer, flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

MSCP SUBAREA PLAN -LAND USE ADJACENCY REQUIREMENTS

- I. Prior to issuance of any construction permit or notice to proceed, DSD/ LDR, and/or MSCP staff shall verify the Applicant has accurately represented the project's design in or on the Construction Documents (CD's/CD's consist of Construction Plan Sets for Private Projects and Contract Specifications for Public Projects) are in conformance with the associated discretionary permit conditions and Exhibit "A", and also the City's Multi-Species Conservation Program (MSCP) Multi-Habitat Planning Area (MHPA) Land Use Adjacency Guidelines. The applicant shall provide an implementing plan and include references on/in CD's of the following:
- A. **Grading/Land Development/MHPA Boundaries** - MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. DSD Planning and/or MSCP staff shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA. For projects within or adjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
 - B. **Drainage** - All new and proposed parking lots and developed areas in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA. All developed and

paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.

- C. **Toxics/Project Staging Areas/Equipment Storage** - Projects that use chemicals or generate by-products such as pesticides, herbicides, and animal waste, and other substances that are potentially toxic or impactful to native habitats/flora/fauna (including water) shall incorporate measures to reduce impacts caused by the application and/or drainage of such materials into the MHPA. No trash, oil, parking, or other construction/development-related material/activities shall be allowed outside any approved construction limits. Where applicable, this requirement shall be incorporated into leases on publicly-owned property when applications for renewal occur. Provide a note in/on the CD's that states: *"All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative or Resident Engineer to ensure there is no impact to the MHPA."*
- D. **Lighting** - Lighting within or adjacent to the MHPA shall be directed away/shielded from the MHPA and be subject to City Outdoor Lighting Regulations per LDC Section 142.0740.
- E. **Barriers** - New development within or adjacent to the MHPA shall be required to provide barriers (e.g., non-invasive vegetation; rocks/boulders; 6-foot high, vinyl-coated chain link or equivalent fences/walls; and/or signage) along the MHPA boundaries to direct public access to appropriate locations, reduce domestic animal predation, protect wildlife in the preserve, and provide adequate noise reduction where needed.
- F. **Invasives**- No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.
- G. **Brush Management** -New development adjacent to the MHPA shall be set back from the MHPA to provide required Brush Management Zone 1 area on the building pad outside of the MHPA. Zone 2 may be located within the MHPA provided the Zone 2 management will be the responsibility of an HOA or other private entity except here narrow wildlife corridors require it to be located outside of the MHPA. Brush management zones will not be greater in size than currently required by the City's regulations, the amount of woody vegetation clearing shall not exceed 50 percent of the vegetation existing when the initial clearing is done and vegetation clearing shall be prohibited within native coastal sage scrub and chaparral habitats from March 1-August 15 except where the City ADD/MMC has documented the thinning would be consistent with the City's MSCP Subarea Plan. Existing and approved projects are subject to current requirements of Municipal Code Section 142.0412.
- H. **Noise** - Due to the site's location adjacent to or within the MHPA where the Qualified Biologist has identified potential nesting habitat for listed avian species, construction noise that exceeds the maximum levels allowed shall be avoided during the breeding seasons for the following: California Gnatcatcher(3/1-8/15); Least Bell's vireo (3/15-9/15); If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service

protocol surveys shall be required in order to determine species presence/absence. If protocol surveys are not conducted in suitable habitat during the breeding season for the aforementioned listed species, presence shall be assumed with implementation of noise attenuation and biological monitoring.

When applicable (i.e., habitat is occupied or if presence of the covered species is assumed), adequate noise reduction measures shall be incorporated as follows:

COASTAL CALIFORNIA GNATCATCHER (State Species of Special Concern/Federally Threatened)

Prior to the preconstruction meeting, the City Manager (or appointed designee) shall verify that the Multi-Habitat Planning Area (MHPA) boundaries and the following project requirements regarding the coastal California gnatcatcher are shown on the construction plans:

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

- A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(A)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHIN THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [DB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:
 1. BETWEEN MARCH 1 AND AUGUST 15, NO CONSTRUCTION ACTIVITIES SHALL OCCUR WITHIN ANY PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES WOULD RESULT IN NOISE LEVELS EXCEEDING 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED GNATCATCHER HABITAT. AN ANALYSIS SHOWING THAT NOISE GENERATED BY CONSTRUCTION ACTIVITIES WOULD NOT EXCEED 60 DB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGINEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

- B. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:
 1. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR COASTAL CALIFORNIA GNATCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
 2. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO FURTHER MITIGATION MEASURES ARE NECESSARY.

ARCHAEOLOGICAL RESOURCES

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

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

II. Prior to Start of Construction

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

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

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

III. During Construction

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

4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly **(Notification of Monitoring Completion)**, and in the case of ANY discoveries. The RE shall forward copies to MMC.
- B. Discovery Notification Process
1. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
 2. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
 3. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
 4. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
- C. Determination of Significance
1. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
 - a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
 - b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume.

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

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

Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.

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

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

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

IV. Discovery of Human Remains

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

A. Notification

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

B. Isolate discovery site

1. Work shall be directed away from the location of the discovery and any nearby area reasonably suspected to overlay adjacent human remains until a determination can be made by the Medical Examiner in consultation with the PI concerning the provenience of the remains.
2. The Medical Examiner, in consultation with the PI, will determine the need for a field examination to determine the provenience.

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

V. Night and/or Weekend Work

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

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

VI. Post Construction

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

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

PALEONTOLOGICAL RESOURCES

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

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

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

II. Prior to Start of Construction

A. Verification of Records Search

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

B. PI Shall Attend Precon Meetings

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

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

III. During Construction

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

before ground disturbing activities in the area of discovery will be allowed to resume.

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

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

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

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

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

D. Discovery Process for Significant Resources - Pipeline Trenching Projects

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

1. Procedures for documentation, curation and reporting

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

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

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

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

IV. Night and/or Weekend Work

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

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

2. The following procedures shall be followed.

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

V. Post Construction

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

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



Jan 03, 2018 10:22 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$128.00 (SB2 Atkins: \$75.00)

PAGES: 14

RECORDING REQUESTED BY
CITY OF SAN DIEGO
DEVELOPMENT SERVICES
PERMIT INTAKE, MAIL STATION
501

WHEN RECORDED MAIL TO
PROJECT MANAGEMENT
PERMIT CLERK
MAIL STATION 501

WBS#B-12096.02.01

SPACE ABOVE THIS LINE FOR RECORDER USE

SITE DEVELOPMENT PERMIT NO. 1843614
HIGHLAND – MONROE AVENUE STORM DRAIN REPLACEMENT PROJECT NO. 442502 [MMRP]
DEVELOPMENT SERVICES DEPARTMENT

This Site Development Permit No. 1843614 is granted by the Development Services Department of the City of San Diego to the City of San Diego Public Works Department – Engineering and Capital Projects Division, Owner/Permittee, pursuant to San Diego Municipal Code [SDMC] section 126.0504(b). The project site have two locations: (1) within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between 4386 and 4382 North Talmadge Drive extending east to Aldine Drive, approximately 1/4- mile northeast of the first location. The project is located in the OR-1-1, RS-1-1, and RS-1-7 Zones, Mid-City – Kensington-Talmadge Community Plan, and Council District 9.

Subject to the terms and conditions set forth in this Permit, permission is granted to City of San Diego Public Works (Permittee) to permits the replacement of three segments of storm drain for a total of 841 linear feet within Environmentally Sensitive Lands (sensitive biological resources) described and identified by size, dimension, quantity, type, and location on the approved exhibits [Exhibit "A"] dated November 29, 2016, on file in the Development Services Department.

The project includes:

1. Replacement of two segments of storm drain for a total of 841 linear feet within Environmentally Sensitive Lands; and
2. Revegetation of disturbed lands.

STANDARD REQUIREMENTS:

1. This permit for a Capital Improvement Project must be utilized within 10 years after the date on which all rights of appeal have expired. If this permit is not utilized in accordance with Chapter 12, Article 6, Division 1 of the SDMC within the 10 year period, this permit shall be void unless an Extension of Time has been granted. Any such Extension of Time must meet all SDMC requirements and applicable guidelines in effect at the time the extension is considered by the appropriate decision maker. This permit must be utilized by December 14, 2026.
2. No permit for the construction, occupancy, or operation of any facility or improvement described herein shall be granted, nor shall any activity authorized by this Permit be conducted on the premises until:
 - a. The Owner/Permittee signs and returns the Permit to the Development Services Department; and
 - b. The Permit is recorded in the Office of the San Diego County Recorder.
3. While this Permit is in effect, the subject property shall be used only for the purposes and under the terms and conditions set forth in this Permit unless otherwise authorized by the appropriate City decision maker.
4. This Permit is a covenant running with the subject property and all of the requirements and conditions of this Permit and related documents shall be binding upon the Owner/Permittee and any successor(s) in interest.
5. The continued use of this Permit shall be subject to the regulations of this and any other applicable governmental agency.
6. Issuance of this Permit by the City of San Diego does not authorize the Owner/Permittee for this Permit to violate any Federal, State or City laws, ordinances, regulations or policies including, but not limited to, the Endangered Species Act of 1973 [ESA] and any amendments thereto (16 U.S.C. § 1531 et seq.).
7. Construction plans shall be in substantial conformity to Exhibit "A." Changes, modifications, or alterations to the construction plans are prohibited unless appropriate application(s) or amendment(s) to this Permit have been granted.
8. All of the conditions contained in this Permit have been considered and were determined necessary to make the findings required for approval of this Permit. The Permit holder is required to comply with each and every condition in order to maintain the entitlements that are granted by this Permit.

ENVIRONMENTAL/MITIGATION REQUIREMENTS:

9. Mitigation requirements in the Mitigation, Monitoring, and Reporting Program [MMRP] shall apply to this Permit. These MMRP conditions are hereby incorporated into this Permit by reference.

10. The mitigation measures specified in the MMRP and outlined in Mitigated Negative Declaration No. 442502, shall be noted on the construction plans and specifications under the heading ENVIRONMENTAL MITIGATION REQUIREMENTS.

11. The Owner/Permittee shall comply with the MMRP as specified in Mitigated Negative Declaration No. 442502, to the satisfaction of the Development Services Department and the City Engineer. Prior to the issuance of the "Notice to Proceed" with construction, all conditions of the MMRP shall be adhered to, to the satisfaction of the City Engineer. All mitigation measures described in the MMRP shall be implemented for the following issue areas: **Biological, Archaeological, and Paleontological Resources.**

ENGINEERING REQUIREMENTS:

12. Prior to the beginning of construction, the Owner/Permittee shall incorporate any construction Best Management Practices necessary to comply with Chapter 14, Article 2, Division 1 (Grading Regulations) of the SDMC, into the construction plans or specifications.

13. Development of this project shall comply with all storm water construction requirements of the State Construction General Permit, Order No. 2009-00090DWQ, or subsequent order, and the Municipal Storm Water Permit, Order No. R9-2007-0001, or subsequent order. In accordance with Order No. 2009-0009DWQ, or subsequent order, a Risk Level Determination shall be calculated for the site and a Storm Water Pollution Prevention Plan (SWPPP) shall be implemented concurrently with the commencement of grading activities.

INFORMATION ONLY:

- The issuance of this discretionary use permit alone does not allow the immediate commencement or continued operation of the proposed use on site. The operation allowed by this discretionary use permit may only begin or recommence after all conditions listed on this permit are fully completed and all required ministerial permits have been issued and received final inspection.

APPROVED by the Development Services Department of the City of San Diego on November 29, 2016.

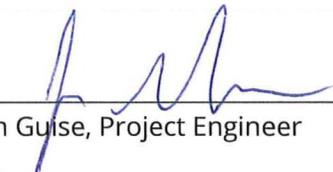
AUTHENTICATED BY THE CITY OF SAN DIEGO DEVELOPMENT SERVICES DEPARTMENT

 AKA Peter O'Kann
Peter Kann
Development Project Manager

**NOTE: Notary acknowledgment
must be attached per Civil Code
section 1189 et seq.**

The undersigned Owner/Permittee, by execution hereof, agrees to each and every condition of this Permit and promises to perform each and every obligation of Owner/Permittee hereunder.

City of San Diego, Public Works Department
Owner/Permittee

By 
Jason Guise, Project Engineer
AKA Jason Richard Guise

**NOTE: Notary acknowledgments
must be attached per Civil Code
section 1189 et seq.**

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 December, 2016 before me, Rose Marie White Public Notary
Date Here Insert Name and Title of the Officer
personally appeared Peter O. Kern
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 Rose Marie White
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: _____

ORIGINAL

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 December 1, 2016 before me, Rose Marie White Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jasm Richard Guise
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 Rose Marie White Public Notary
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: _____

ORIGINAL

DEVELOPMENT SERVICES DEPARTMENT RESOLUTION NO. CM-6655
SITE DEVELOPMENT PERMIT NO. 1843614
HIGHLAND - MONROE ROAD STORM DRAIN REPLACEMENT PROJECT NO. 442502

WHEREAS, the City of San Diego Public Works Department, Owner/Permittee, filed an application with the City of San Diego for a Site Development Permit (SDP) to replace, realign, or abandon several existing above and below ground storm drains at two segments for a total of 841 linear feet in length which have become severely degraded. The project includes abandoning an existing 30-inch storm drain just west of the Monroe Avenue/Max Drive intersection, restoration of disturbed areas (as described in and by reference to the approved Exhibits "A", and corresponding conditions of approval for the associated Site Development Permit No. 1843614;

WHEREAS, the project site have two locations: (1) within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between 4386 and 4382 North Talmadge Drive extending east to Aldine Drive, approximately 1/4- mile northeast of the first location. The project is located in the OR-1-1, RS-1-1, and RS-1-7 Zones, Mid-City – Kensington-Talmadge Community Plan, and Council District 9.

WHEREAS, on November 29, 2016 the Development Services Department of the City of San Diego considered Site Development Permit No. 1843614 pursuant to the Land Development Code of the City of San Diego;

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

That the Development Services Department adopts the following written Findings, dated November 29, 2016.

FINDINGS:

(1) The proposed *development* will not adversely affect the applicable *land use plan*. This Capital Improvement Program (CIP) project proposes to replace, realign, or abandon several existing above and below ground storm drains which have become severely degraded within the Mid-City: Kensington-Talmadge Community Plan. Storm water systems are essential public services that are allowed within the Community Plan and enhances the community's public health, safety, and convenience by conveying storm water away from the urban environment. The General Plan's Public Facilities, Services, and Safety Element set forth goals for storm water infrastructure. One of the goals is to identify and implement Best Management Practices (BMPs) for projects that repair, replace, extend or otherwise affect the storm water conveyance system. These projects should also include design considerations for maintenance, inspection, and as applicable, water quality monitoring. The proposed CIP project will meet the goals of the General Plan by replacing the storm drain in compliance with current storm water regulations and BMPs. The project includes a Water Pollution Control Plan and a drainage study and hydraulic analysis to ensure adequacy of the storm drain. Due to the design features, BMPs, and increase durability of the replaced storm drain, the project will not adversely affect the Mid-City: Kensington-Talmadge land use plan.

(2) The proposed *development* will not be detrimental to the public health, safety, and welfare. The CIP Project will replace, realign, or abandon several existing above and below ground storm drains at two segments approximately 841 linear feet in length which have become severely degraded. The project site have two locations: (1) within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between 4386 and 4382 North Talmadge Drive extending east to Aldine Drive, approximately 1/4- mile northeast of the first location. The storm drain will improve general safety of the slope as well as improving the conveyance of storm water runoff within the vicinity. The project would address the issues of the aging infrastructure by replacing storm drains and extending the life cycle of the community's infrastructure. The Project's design, grading, drainage, and revegetation has been designed to conform with the City's codes, policies, and regulations whose primary focus is for the protection of the public health, safety, and welfare. The project includes compliance with Multi Habitat Planning Area's Land Use Adjacency Guidelines (LUAG), best management practices for erosion control, storm drains inlet protection, and restoration of disturbed areas. Therefore this project will not have a detrimental impact to the public health, safety, and welfare.

(3) The proposed *development* will comply with the regulations of the Land Development Code including any allowable deviations pursuant to the Land Development Code. The proposed project will comply with the applicable provisions and requirements of the Land Development Code. As documented in the Biological Survey Report prepared for the project, approximately 0.0844 acre of Tier II Chamise Chaparrel will be impacted which requires the issuance of a Site Development Permit (SDP). Pursuant to the City's Biology Guidelines and the California Environmental Quality Act, the project includes mitigations to avoid indirect impacts to sensitive biology. The mitigations includes, but are not limited to: compliance with the Multi-Habitat Planning Areas (MHPA) LUAGs, revegetation and restoration of all disturbed areas, and compliance with all required best management practices. The project also complies with all applicable regulations of the Land Development Code and will not require any deviations from the Environmentally Sensitive Lands (ESL) regulations. Additionally, the project will comply with the MHPA's LUAG as conditioned within the project's development plans.

Supplemental Findings-Environmentally Sensitive Lands

(1) The site is physically suitable for the design and siting of the proposed *development* and the *development* will result in minimum disturbance to *environmentally sensitive lands*. The proposed project will result in direct impacts to 0.0344 acre of Chamise Chapparel, which is not considered significant because the total combined impacts to Tier II vegetation communities are less than the 0.10 acre significance threshold established by the City's Biology Guidelines. Temporary disturbance of the sensitive biological resources will be restored through revegetation and hydroseeding of the disturbed areas. The revegetated areas will be monitored and maintained to ensure adequate establishment and sustainability of the plantings/seedlings. Therefore, the project will have minimum disturbance to environmentally sensitive lands and sensitive biological resources.

(2) The proposed *development* will minimize the alteration of natural land forms and will not result in undue risk from geologic and erosional forces, *flood hazards*, or *fire hazards*. The project will replace, realign, and/or abandon existing storm drain. The project would utilize proper engineering design and best management practices (BMPs) for erosion control and storm drain inlet

protection. Additionally, the project will incorporate standard methods to control runoff, including site design, source control, and treatment control BMPs. Subsequently, the project will include restoration of disturbed areas to their original conditions. The project included a geotechnical investigation report that was reviewed by Development Services Department's Geology Section. Based on that review, the project's geotechnical consultant has adequately addressed the geologic site conditions to ensure the project will not have any undue risk from geological forces. Given that the pipeline is made from reinforced concrete, the project will not create a fire hazards that would be detrimental to public safety.

(3) The proposed *development* will be sited and designed to prevent adverse impacts on any adjacent *environmentally sensitive lands*. The project would implement the Land Use Adjacency Guidelines of the City of San Diego MSCP Subarea Plan Multi-Habitat Planning Area (MHPA) during construction to eliminate potential indirect impacts to sensitive biological resources in the MHPA adjacent to the pipeline alignment. In addition, the project was designed in compliance with the City's Storm Water Standards Manual and includes best management practices (BMPs) for erosion and treatment control during construction. Upon completion of the project, all disturbed surfaces will be resurfaced and restored back to its original condition. The project will not conflict with any local policies or ordinance protecting biological resources and is consistent with the City of San Diego Biology Guidelines.

(4) The proposed *development* will be consistent with the City of San Diego's Multiple Species Conservation Program (MSCP) Subarea Plan. The Multiple Species Conservation Program (MSCP) is a long-term regional plan established to protect special-status species and habitats in San Diego County. The project site intersects Multiple Habitat Planning Area (MHPA) in the Urban Areas portion of the Subarea Plan. The Subarea Plan determined that limited water facilities and other essential public facilities are considered conditionally compatible with the biological objectives of the MSCP. The proposed project's alignment is near the MHPA and will comply with the LUAG as set forth by the City's Biology Guidelines. In addition, the project was designed to avoid and minimize intrusion into the MHPA. Thereby, the proposed storm drain replacement project is consistent with the City's MSCP Subarea Plan and Biology Guidelines in that all activities avoid significantly disturbing the habitat of the MHPA and will have no direct impacts to wetlands.

(5) The proposed *development* will not contribute to the erosion of public beaches or adversely impact local shoreline sand supply. The proposed project is located inland, approximately 15 miles east of the Pacific Ocean, and is not located within the Coastal Overlay Zone. Best management practices will be implemented to minimize erosion and runoff associated with the project. Accordingly, the project will not contribute to the erosion of public beaches or adversely impact local shoreline and supply.

(6) The nature and extent of mitigation required as a condition of the permit is reasonably related to, and calculated to alleviate, negative impacts created by the proposed *development*. The project would implement the Land Use Adjacency Guidelines of the City of San Diego MSCP Subarea Plan Multi-Habitat Planning Area (MHPA) during construction to eliminate potential indirect impacts to sensitive biological resources in the MHPA adjacent to the pipeline alignment. Pursuant to State CEQA Guidelines, a Mitigated Negative Declaration (MND) No. 442502 was prepared and determined that the project with mitigations would not have a significant impact

to the environment. Therefore, all mitigations set forth by the MND and MHPA LUAG are reasonably related to and will alleviate negative impacts below the established threshold.

BE IT FURTHER RESOLVED that, based on the findings hereinbefore adopted by the Development Services Department, Site Development Permit No. 1843614 is hereby GRANTED by the Development Services Department to the referenced Owner/Permittee, in the form, exhibits, terms and conditions as set forth in Site Development Permit No. 1843614, a copy of which is attached hereto and made a part hereof.



Peter Kann
Development Project Manager
Development Services

Adopted on: November 29, 2016

WBS No. B-12096.02.01

NOTICE OF DETERMINATION

TO: Recorder/County Clerk
P.O. Box 1750, MS A33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

FILED
Ernest J Dronenburg, Jr. Recorder County Clerk

Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

170178

NOV 15 2017
BY Collette R.
DEPUTY

Project/WBS Number: 442502/ B-12096.02.01

State Clearinghouse Number: N/A

Project Title: Highland – Monroe Storm Drain Replacement

Project Applicant: City of San Diego, Engineering and Capital Projects, Right-of-Way Design Division, 525 B Street, Suite 750, San Diego, CA 92101 - Contact: Jason Guise at (619) 533-4665

Project Location: The proposed project is located within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection and extending east from the rear of 4386 and 4382 North Talmadge Drive on a natural hillside to Aldine Drive within the Mid-City Communities –Kensington/Talmadge Community Plan area and Council District 9

Project Description: A SITE DEVELOPMENT PERMIT (SDP) to replace, realign, or abandon several existing above and below ground storm drains which have become severely degraded. The project area has two locations: (1) within the existing canyon between 4565 Highland Avenue and the Max Drive/Monroe Avenue intersection, and (2) beginning between 4386 and 4382 North Talmadge Drive extending east to Aldine Drive, approximately 1/4-mile northeast of the first location. The work at the Highland and Monroe location (location 1) will included construction of two cleanouts, five inlets, one new headwall with riprap, once concrete energy dissipater, and replacement of 150 linear feet existing high density polyethylene (HDPE) piping with 24-inch diameter below grade Reinforced Concrete Pipe (RCP). The existing storm drain at the Highland and Monroe location adjacent to 4545 45th Street will be abandoned in place. A new storm drain will be constructed at the intersection of Monroe Avenue and Max Drive using 30-inch diameter RCP. An existing 30-inch storm drain just west of the Monroe Avenue/Max Drive intersection will be abandoned in place.

Work in the North Talmadge Drive location (location 2) will include removal and replacement of an existing above ground 18-inch HDPE pipeline and associated rip rap with 18-inch diameter below ground RCP and the construction of two cleanouts and a concrete dissipater adjacent to Aldine Drive. The eroded areas around the existing pipe alignment will be filled to match adjacent natural grade, revegetated with a native hydroseed mix and low water use container plants, and temporarily irrigated during plant establishment. The project site is located within the Mid-City Communities – Kensington/Talmadge Community Plan Area and City Council District 9. **The project site is not included on any Government Code listing of hazardous waste sites.**

This is to advise that the City of San Diego Development Services Department Director’s Environmental Designee, on October 24, 2016, approved the above described project and made the following determinations:

1. The project in its approved form will, will not, have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project and certified pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
 An addendum to the Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

ORIGINAL

3. Mitigation measures X were, ___were not, made a condition of the approval of the project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Entitlements Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101. Record of approval may be examined at the address above.

Analyst: Mark Brunette

Telephone: (619) 446-5379

Filed by: *Mark Brunette*
Mark Brunette, Senior Planner

Reference: California Public Resources Code, Sections 21108 and 21152.

FILED IN THE OFFICE OF THE COUNTY CLERK
San Diego County on NOV 15 2017
Posted NOV 15 2017 Removed DEC 15 2017
Returned to agency on DEC 15 2017
Deputy *Collette*

ORIGINAL



San Diego County



Transaction #: 2818205
Receipt #: 2017383141

Ernest J. Dronenburg, Jr.
Assessor/Recorder/County Clerk
1600 Pacific Highway Suite 260
P. O. Box 121750, San Diego, CA 92112-1750
Tel. (619) 237-0502 Fax (619) 557-4155
www.sdarcc.com

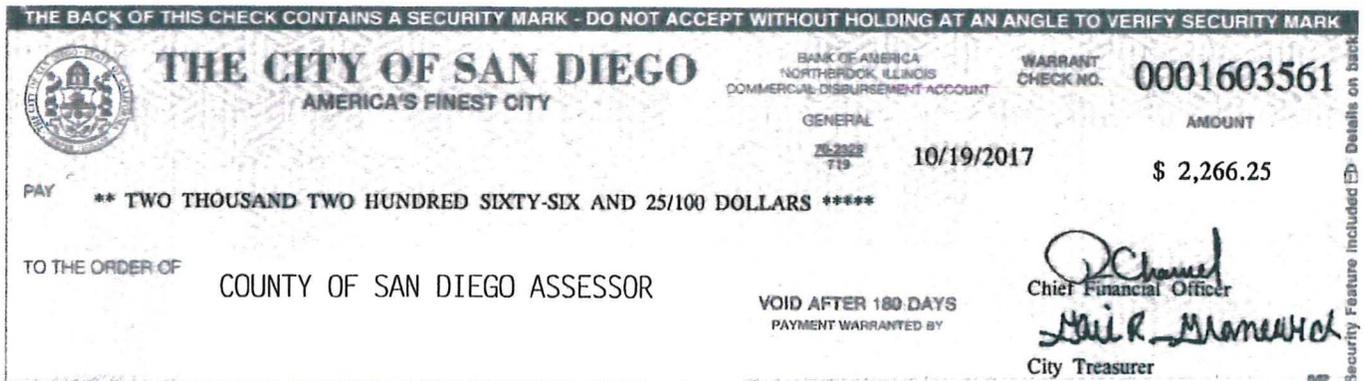
Cashier Date: 11/15/2017
Cashier Location: SD

Print Date: 11/15/2017 9:53 am

Payment Summary

Total Fees:	\$2,266.25
Total Payments:	\$2,266.25
Balance:	\$0.00

Payment	
CHECK PAYMENT	\$2,266.25
Total Payments	\$2,266.25
Miscellaneous Item	
FISH & WILDLIFE FEES	
Fees: Fish & Wildlife County Administrative Fee	\$50.00
Fees: Fish & Wildlife Mitigated/Negative Declaration	\$2,216.25
Total Fees Due:	\$2,266.25
Grand Total - All Documents:	\$2,266.25



⑈0001603561⑈ ⑆071923284⑆ 7765201321⑈

ORIGINAL



State of California - Department of Fish and Wildlife
2017 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (Rev. 12/15/15) Previously DFG 753.5a

RECEIPT NUMBER:
 37-2017- 0964
 STATE CLEARINGHOUSE NUMBER (If applicable)
 N/A

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN DIEGO	LEAD AGENCY EMAIL --	DATE 11/15/2017
COUNTY/STATE AGENCY OF FILING San Diego County	DOCUMENT NUMBER *20170178*	
PROJECT TITLE HIGHLAND - MONROE STORM DRAIN REPLACEMENT		

PROJECT APPLICANT NAME CITY OF SAN DIEGO	PROJECT APPLICANT EMAIL --	PHONE NUMBER 619.533.4665
PROJECT APPLICANT ADDRESS 525 B STREET, SUITE 750	CITY SAN DIEGO	STATE CA
		ZIP CODE 92101

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)		\$3,078.25	\$	
<input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	170178	\$2,216.25	\$	\$2,216.25
<input type="checkbox"/> Certified Regulatory Program document (CRP)		\$1,046.50	\$	
<input type="checkbox"/> Exempt from fee				
<input type="checkbox"/> Notice of Exemption (attach)				
<input type="checkbox"/> CDFW No Effect Determination (attach)				
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)				
<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)		\$850.00	\$	
<input checked="" type="checkbox"/> County documentary handling fee			\$	\$50.00
<input type="checkbox"/> Other			\$	

PAYMENT METHOD:

Cash Credit Check Other CK # 0001603561 TOTAL RECEIVED \$ 2,266.25

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE San Diego County COLETTE REISON , Deputy
----------------	---



ORIGINAL - PROJECT APPLICANT COPY - CDFWASB COPY - LEAD AGENCY COPY - COUNTY CLERK DFW 753.5a (Rev. 20151215)

ORIGINAL

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

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

Reference

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

3. **DEFINITIONS**

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

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

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

4. **POLICY**

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

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

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

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

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

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

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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

for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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

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

7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

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

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

SAMPLE REFERENCE

APPENDIX E
LOCATION MAP



Engineering & Capital Projects

Highland and Monroe Ave Storm Drain Replacement

SENIOR ENGINEER
ELHAM LOTFI
(619) 533-5212

PROJECT MANAGER
KAREN VERA
(619) 533-3065

PROJECT ENGINEER
ALI AL IMARI
(619) 533-6002

FOR QUESTIONS ABOUT THIS
PROJECT Call: (619) 533-4207



Legend

— Project Storm Drain Replacement



COMMUNITY NAME: MID-CITY
KENSINGTON - TALMADGE

COUNCIL DISTRICT: 9

SAP ID: B-12096

Date: April 5, 2022



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

APPENDIX F

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 F

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 G
LONG-TERM MAINTENANCE AND MONITORING AGREEMENT

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 **Highland & Monroe Ave Storm Drain Replacement (Project)**, WBS number **B-12096**, Bid No. **K-23-2097-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 **Highland & Monroe Ave Storm Drain Replacement** (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 2021 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 2021 GREENBOOK, WHITEBOOK (**Part 1, and Part 8**), and Special Provisions (**Attachment C, Equal Opportunity Contracting Program**), 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 (“Phase 1 Work”). The second phase covers the work involved in the long-term maintenance of the Re-vegetation/Restoration Area after Phase 1 Work has been completed (“Phase 2 Work”).
- 2. Bond Handling for Contract Phases.** The Payment Bond and the Performance Bond covering Phase 1 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 Phase 1 Work on this Contract shall continue in full force and effort for Phase 2 Work, however the value of each bond may be reduced as follows:

 - 2.1** Completion by the Contractor of all Phase 1 Work shall be evidenced solely by the City Engineer affirming in writing that to the best of their knowledge that all Phase 1 Work has been completed by the Contractor in strict conformity with all City-approved plans and revisions, and that the Phase 1 Work completed by the Contractor meets all applicable standards (“Notice of Completion”).
 - 2.2** Upon issuance by the City Engineer of the Notice of Completion for Phase 1 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 Phase 1. The remaining payment and performance bond will cover the full cost of Phase 2 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 Phase 1 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.

After receiving notification from the City, the Contractor shall create a comprehensive Schedule of Work (Schedule) for performance of this LTMMA for the City's approval. The Schedule shall include routine work, inspection, and infrequent operations such as repairs, fertilization, aerification, watering, and pruning.

The City will approve the Schedule prior to the commencement of the Work. The City may require the Contractor to revise the Schedule. The Contractor shall not revise the Schedule unless the revisions have received the prior written approval of the City.

- 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 a.m.** and **3:30 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.
- 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 LTRMC. 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 **\$CONTRACTOR'S LUMP SUM BID AMOUNT FOR THIS LONG-TERM MAINTENANCE AGREEMENT - TO BE ESTABLISHED DURING THE AWARD PROCESS. SEE EXHIBIT A.** (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:

7.1.1. 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.

7.1.2. 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.

7.1.3. The Contractor has provided a final work summary report to the City.

7.1.4. 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 executed by the City of San Diego, acting by and through its Purchasing & Contracting Department Director in accordance with Resolution No. R-**INSERT NUMBER OF RESOLUTION AUTHORIZING ADVERTISING AND AWARD OF THE UNDERLYING CONSTRUCTION CONTRACT**, and by Contractor.

Dated this _____ day of _____, **INSERT YEAR**.

THE CITY OF SAN DIEGO

By: _____

Mayor or designee

I HEREBY CERTIFY I can legally bind **NAME OF CONTRACTOR TO BE DETERMINED DURING AWARD PROCESS** and that I have read this entire contract, this _____ day of _____, **INSERT YEAR**.

By: _____

Printed Name: _____

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this

_____ day _____ of **INSERT YEAR**.

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 **39348-16-D** through **39348-26-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 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 and salvaged plants in accordance with instructions from the Project Biologist. Irrigation delivery techniques and schedules will vary depending on the availability of a sprinkler 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 automatic sprinkler 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 a sprinkler system shall be irrigated by a portable irrigation method in accordance with instructions from the Project Biologist. The Contractor shall furnish all hoses, nozzles, sprinklers, 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) Turf (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. Additional irrigation shall be performed in the event of unusually hot/dry weather conditions (as are present during Santa Ana conditions, or other times of low humidity or high winds, or during a prolonged high temperature period during summer months).
 - b) 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.
 - c) 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.
 - d) 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 controller and 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. The Contractor shall also be responsible for maintaining the painted surfaces of irrigation and lighting controller cabinets as well as the corresponding automatic irrigation battery numbers on the lids of the automatic control valve boxes (if any). The Contractor shall be responsible for light bulb replacements in controller cabinets as necessary.
 - a) Repair or replacement includes: sprinkler system laterals (piping), sprinkler mains (pressure lines), vacuum breakers, sprinkler control valves, sprinkler controllers, sprinkler heads, sprinkler caps, sprinkler head risers, valve covers, boxes and lids (including electrical pull boxes and lids), valve sleeves and lids, quick coupler valves and hose bibs. 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. **Operation of Automatic Irrigation Controllers.** Where the operation of automatic irrigation controllers is required as part of this LTRMC, the Contractor shall:

- a) Not duplicate any coded City key furnished by City for access and operation of the controller;
- b) Surrender all keys furnished by City, promptly at the end of the term of this LTRMC, or at any time deemed necessary by City to prevent serious loss to City;
- c) protect the security of City's property by keeping controller cabinet and building doors locked at all times; and
- d) refrain from using premises behind locked doors for storage of materials, supplies, or tools except as approved by City.

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.

The Contractor shall remove dead or damaged limbs with sharp pruning tools, with no stubs remaining. The Contractor shall seal any pruning cut which exceeds 2 inches in diameter with an approved pruning paint when required by the City. The Contractor shall perform pruning to permit plants to grow naturally in accordance with their normal growth characteristics except where box hedging is required by the City. The Contractor shall not shear, hedge, or severely prune plants, unless authorized by the City. The Contractor shall not use growth regulators.

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. Fertilization. The Contractor shall fertilize the Revegetation Area as necessary in accordance with instructions from the Project Biologist. Contractor shall submit to City Material Safety Data Sheets and a schedule of application showing the site, date, and approximate time of fertilizer application (Fertilizer Schedule). The Fertilization Schedule, regardless of its intensity, timing, or the number of sites covered daily or weekly, shall not excuse Contractor from performing any other Work regularly required under this LTMMA. All fertilization shall first be approved by the Project Biologist.

1. The Contractor shall notify the City at least 48 hours before beginning any fertilization. Fertilizer shall be delivered to the site only in the original unopened containers bearing the manufacturer's guaranteed analysis. Damaged packages shall not be accepted. The Contractor shall furnish to the City with duplicate signed, legible copies of all certificates and invoices for all fertilizer to be used for this LTMMA. The invoices shall state the grade, amount and quantity received. Both the copy to be retained by the City and the Contractor's copy shall be signed by the City, on site, before any fertilizer may be used.
2. Fertilizers, if necessary, shall be applied at the direction of the Project Biologist and according to manufacturer's product specifications.
3. If deemed necessary by the City to achieve required results, the Contractor shall apply other materials as directed by the City, including:
 - a) iron chelate;
 - b) soil sulfur;
 - c) gypsum; or
 - d) surfactant enzymes such as Sarvon or Naiad.
4. The Contractor shall adequately irrigate the fertilized area(s) immediately following the application of fertilizers and/or amendments to force fertilizer material to rest directly on the soil surface. Drip irrigated areas shall be adequately hand watered using quick coupler valves and hoses to dissolve fertilizer.

- E. 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.**

- F. 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.

- G. 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 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 City. The City will pay for materials and labor outside of warranty.
3. 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 City determines such

replacement should occur, Contractor shall replace the plants as directed by the City. The City will pay for materials and labor outside of warranty.

- H. **Damage Reports.** The Contractor shall notify the City within 24 hours of any damage to the Work Area caused by accident, vandalism, or theft.
- I. **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.
- J. **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.**
- K. **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 2021 WHITEBOOK, SECTION 802

EXHIBIT C
LICENSE DATA SHEET

State Contractor License Classification and Number: _____

Name of License Holder: _____

Expiration Date: _____

City of San Diego Business License Number: _____

Expiration Date: _____

APPENDIX H
SAMPLE ARCHAEOLOGY INVOICE

(FOR ARCHAEOLOGY ONLY)

Company Name

Address, telephone, fax

Date: Insert Date

To: Name of Resident Engineer
City of San Diego
Construction Management and
Field Services Division
9573 Chesapeake Drive
San Diego, CA 92123-1304

Project Name: Insert Project Name

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

Drawing Number: Insert Drawing Number

Invoice period: Insert Date to Insert Date

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

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

Summary of charges:

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

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

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

Summary of charges:

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

Total this invoice: \$ _____

Total invoiced to date: \$ _____

Note 1:

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

Note 2:

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

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

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

APPENDIX I
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

- Saw-cutting and trench work on Ingulf Street from Morena Boulevard to Galveston Street to install new water mains, water laterals and fire hydrants.
• 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

APPENDIX J

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

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

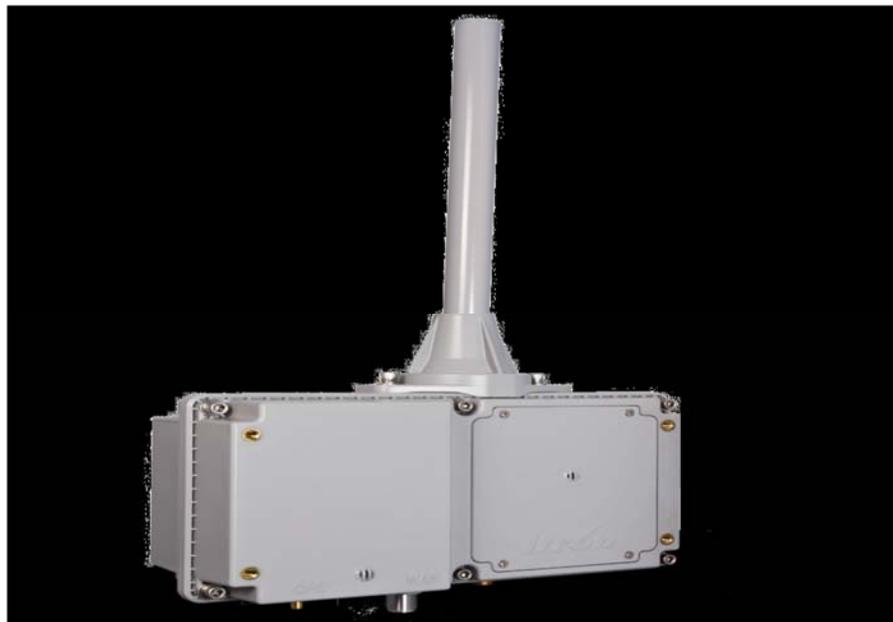


B. AMI Antenna attached to Endpoint (antenna not always required), see Photo 2:



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

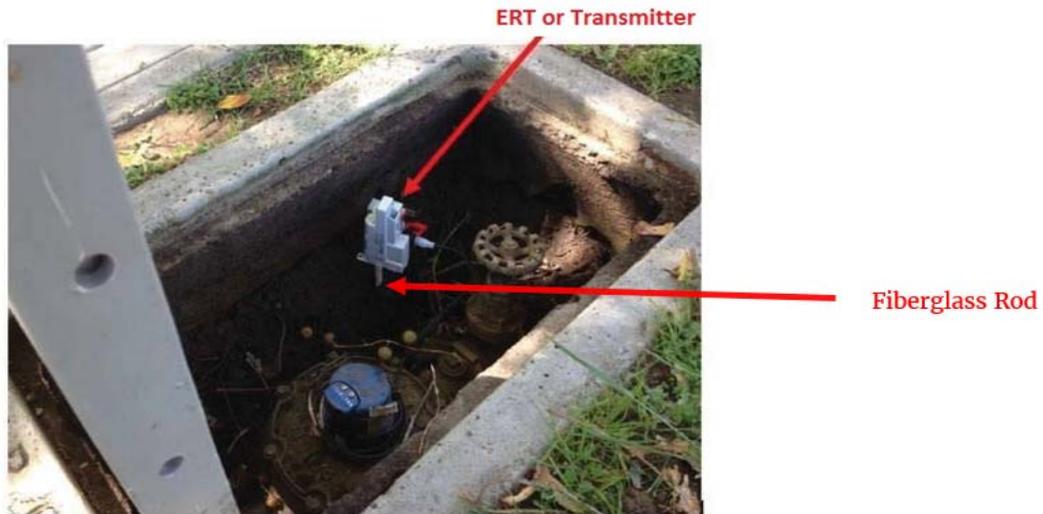


Photo 6 below is an example of disturbance that shall be avoided:

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 K
LIMITED GEOTECHNICAL INVESTIGATION

**RESPONSE TO CITY COMMENTS
LIMITED
GEOTECHNICAL INVESTIGATION**

**HIGHLAND AND MONROE STORM
DRAIN REPLACEMENT – 2016 UPDATE
CONTRACT NO. H156367
TASK NO. 15GG06
SAN DIEGO, CALIFORNIA**



GEOCON
INCORPORATED

GEOTECHNICAL
ENVIRONMENTAL
MATERIALS

PREPARED FOR

**CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
SAN DIEGO, CALIFORNIA**

**FEBRUARY 22, 2016
REVISED MARCH 22, 2016
PROJECT NO. G1849-52-05**



Project No. G1849-52-05
February 22, 2016
Revised March 22, 2016

City of San Diego
Public Works Department
525 B Street, Suite 750
San Diego, California 92101

Attention: Mr. Jason Guise

Subject: RESPONSE TO CITY COMMENTS
LIMITED GEOTECHNICAL INVESTIGATION
HIGHLAND AND MONROE STORM DRAIN REPLACEMENT – 2016 UPDATE
CONTRACT NO. H156367; TASK NO. 15GG06
SAN DIEGO, CALIFORNIA

- References:
1. *Limited Geotechnical Investigation, Highland and Monroe Storm Drain Replacement, Contract No. H156367, Task No. 11GG29, San Diego, California, prepared by Geocon Incorporated, dated March 30, 2015 (Project No. G1200-52-15).*
 2. *Cycle Issues, Draft, L64A-003B- LDR-Geology Review, prepared by City of San Diego, dated October 22, 2015 (Project No. 442502-5).*
 3. *Highland & Monroe Storm Drain Replacement, 60% Design, prepared by City of San Diego, Public Works Department, print date January 20, 2016.*

Dear Mr. Guise

In accordance with the request of Mr. Ronald Famorcan of the City of San Diego, we prepared this letter to address geotechnical review comments provided by the City of San Diego LDR-Geology regarding the subject project. The geotechnical review comments are included with our response immediately following.

Comment 4: *Circumscribe the limits of anticipated remedial grading on the geologic maps.*

Response: We understand that the work would be limited to the designated easements. These limits are shown on the revised Geologic Maps of the project (Figures 2 through 4). If any unsuitable soil encountered in the trenches, below the storm drain pipe or structures, the material should be removed and replaced with properly compacted fill.

Comment 5: *Provide geologic/geotechnical cross sections along the storm drain alignments that show existing and proposed grades, remedial grading, distribution of fill, and geologic units.*

Response: Enclosed Figures 5 through 7 depict geologic cross sections along the proposed storm drains.

Comment 6: *Describe the gradient, condition, and performance of existing slope. Indicate if remedial grading or other measures are necessary to rehabilitate the existing slopes.*

Response: A review of the topographic maps of the areas where the proposed storm drains will be installed show that slopes, natural or manmade are typically 2:1 (horizontal:vertical) or flatter. No adverse conditions were observed on these slopes and they appear to be grossly stable. Surficial erosion occurred due to malfunctioning of the storm drain system. We understand these scars and ravines would be properly backfilled during proposed construction.

Comment 7: *Indicate if subdrains are recommended for this project.*

Response: Subdrains are not required for this project.

Comment 8: *Indicate if proposed construction will destabilize or result in settlement of adjacent property or right of way.*

Response: The proposed construction should not destabilize or cause settlement of adjacent properties or right of ways, provided all precautionary measures are implemented, such as proper shoring installation. It is the responsibility of the contractor to perform proper documentation and monitoring during trenching and installation of the pipes and structures and prevent any damage to adjacent improvements and properties.

Comment 9: *The engineer of work should clearly show the limits of grading on the preliminary plans. The limits of grading should encompass the area of remedial grading anticipated by the project's geotechnical consultant.*

Response: The engineer of record will show the limits on the plans. We will review the plans for conformance with our recommendations.

If you have any questions regarding this response, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED



Ali Sadr
CEG 1778

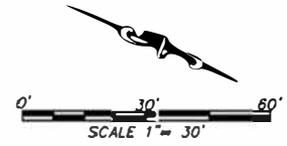
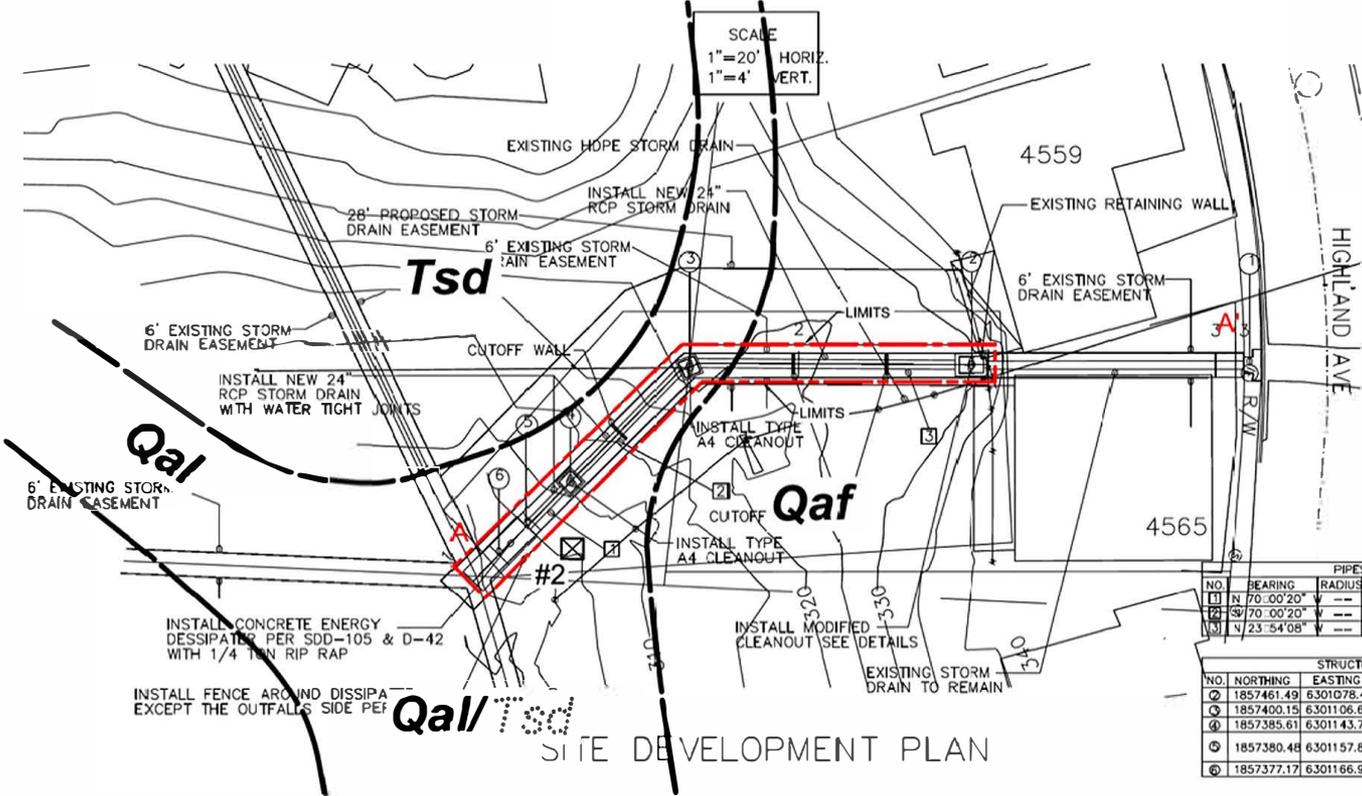
AS:YW:dmc

(2) Addressee
(e-mail) City of San Diego
Attention: Mr. Ronald Famorcan



Yong Wong
GE 2775





- GEOCON LEGEND**
- Qaf** FILL
 - Qal** ALLUVIUM
 - Tsd** SAN DIEGO FORMATION (Dotted Where Buried)
 - GEOLOGIC CONTACT
 - #2 [] APPROX. LOCATION OF SOIL SAMPLE
 - LIMITS OF ANTICIPATED WORK

PIPES BEARING TABLE				
NO.	BEARING	RADIUS	LENGTH	REMARKS
1	N 70° 00' 20" W	---	15.00'	24" RCP
2	S 70° 00' 20" W	---	40.02'	24" RCP
3	N 23° 54' 08" W	---	67.71'	24" RCP

STRUCTURE DATA TABLE				
NO.	NORTHING	EASTING	LENGTH	REMARKS
1	1857461.49	6301078.43	---	MODIFIED CLEANOUT
2	1857400.15	6301106.67	---	PROPOSED A-4 CLEANOUT
3	1857385.61	6301143.74	---	PROPOSED A-4 CLEANOUT
4	1857380.48	6301157.84	---	PROPOSED SDD-105 CONCRETE DISSIPATOR
5	1857377.17	6301166.93	---	1/4 TON RIP RAP

REFERENCE:
 WATER: _____
 SENER: _____
 STORM DRAIN: 27394-1-D, 27394-2-D
 GAS: _____
 ELECTRIC: _____
 CABLE TV: _____
 TELEPHONE: _____
 IMPROVEMENTS: _____
 100' SCALE FIELD BOOK:
 THOMAS BROS.: _____
 HCL: _____

PRELIMINARY GEOLOGIC MAP
GEOCON
 INCORPORATED
 GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
 6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
 PHONE 858-558-6900 - FAX 858-558-6159
 PROJECT NO. G1200-52-15
 FIGURE 2
 DATE 03-22-2016

NOTE:
 REMOVE EXIST HDPE STORM DRAIN PIPE AND REPAIR SLOPE EROSION WHERE HOPE PIPE WAS LOCATED

C-1

HIGHLAND & MONROE STORM DRAIN
HIGHLAND AVE.

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 2 OF 9 SHEETS

WBS NO: B-12098

FOR THE ENGINEER: JAVAL BATTA
DATE: _____

DATE: _____

DESIGNER: _____
BY: _____
APPROVED: _____
DATE: _____
FILED: _____

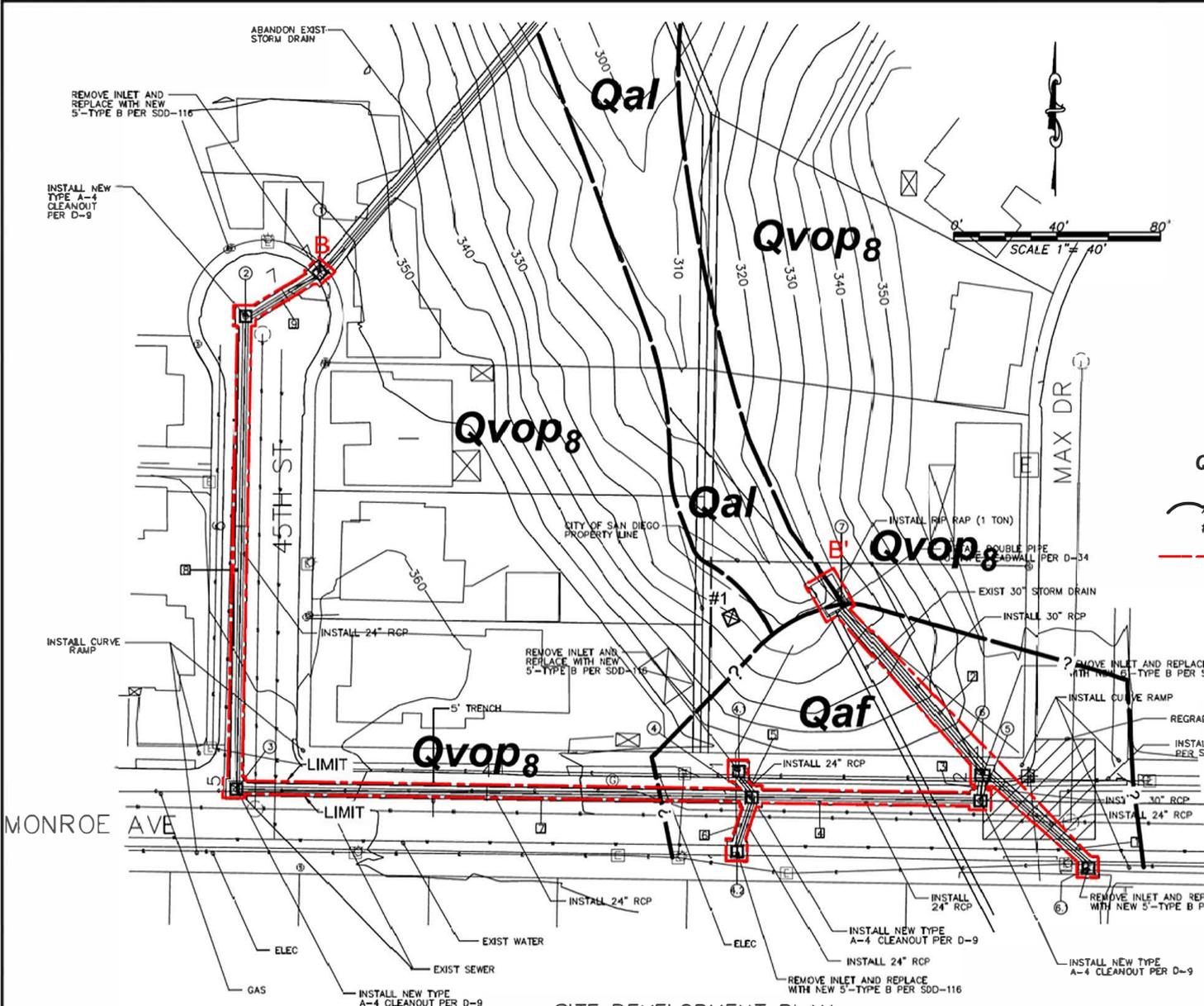
PROJECT NO: 000-0000
COORDINATE: 0000000-0000000
GEOCON'S COORDINATE

CONTRACTOR: _____
INSPECTOR: _____
DATE STARTED: _____
DATE COMPLETED: XXXXX-02-D



60% DESIGN

P:\sdc\22\2018 6:56PM | B:\JAVATHAN WILGINS | F:\Location\PROJECTS\G1200-52-15 Highland and Monroe\DWG\G1200-52-15_PBL\PRELIMINARY GEOLOGIC MAP.dwg



PIPES BEARING TABLE				
NO.	BEARING	RADIUS	LENGTH	REMARKS
1	S 48° 27' 05" E	---	51.67	24" RCP
2	S 40° 29' 28" E	---	84.29	30" RCP
3	S 06° 32' 05" W	---	6.06	30" RCP
4	N 89° 04' 25" W	---	83.28	24" RCP
5	N 40° 14' 50" W	---	8.00	24" RCP
6	N 18° 14' 02" W	---	18.25	24" RCP
7	N 89° 04' 25" W	---	195.50	24" RCP
8	N 01° 07' 11" W	---	181.28	24" RCP
9	N 58° 21' 28" W	---	29.95	24" RCP

STRUCTURES DATA TABLE				
NO.	NORTHING	EASTING	LENGTH	REMARKS
1	1857234.02	6301054.05	---	PROPOSED 5' TYPE B INLET
2	1857213.94	6301025.13	---	PROPOSED A-4 CLEANOUT
3	1857031.70	6301021.52	---	PROPOSED A-4 CLEANOUT
4	1857028.48	6301221.00	---	PROPOSED A-4 CLEANOUT
4	1857038.58	6301215.90	---	PROPOSED 5' TYPE B INLET
5	1857007.14	6301215.23	---	PROPOSED 5' TYPE B INLET
6	1857027.05	6301309.28	---	PROPOSED A-4 CLEANOUT
6	1857037.07	6301310.03	---	PROPOSED 6' TYPE B INLET
6	1857000.74	6301351.17	---	PROPOSED 5' TYPE B INLET
7	1857105.64	6301254.11	---	DOUBLE PIPE U TYPE HEADWALL

- GEOCON LEGEND**
- Qaf** FILL
 - Qal** ALLUVIUM
 - Qop8** VERY OLD PARALIC DECSITS
 - Tsd** SAN DIEGO FORMATION (Dotted Where Buried)
 - GEOLOGIC CONTACT
 - #1 APPROX. LOCATION OF SOIL SAMPLE
 - LIMITS OF ANTICIPATED WORK

PRELIMINARY GEOLOGIC MAP
GEOCON
 INCORPORATED
 GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
 6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121 - 2974
 PHONE 858 558-6900 - FAX 858 558-6159
 PROJECT NO. G1200 - 52 - 15
 FIGURE 3
 DATE 03 - 22 - 2016

HIGHLAND & MONROE STORM DRAIN
 45TH & MONROE

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 4 OF 9 SHEETS

WBS NO: B-12098

PROJECT ENGINEER: JASON GUISE
 PROJECT MANAGER: RONALD FAMORCAN
 000-0000
 00007 COORDINATOR

CONTRACTOR: JAVAL BAITTA
 DATE STARTED: XXXX-03-10
 DATE COMPLETED:

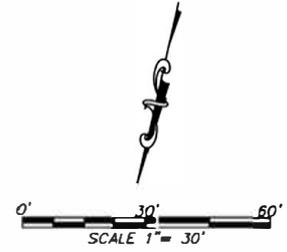
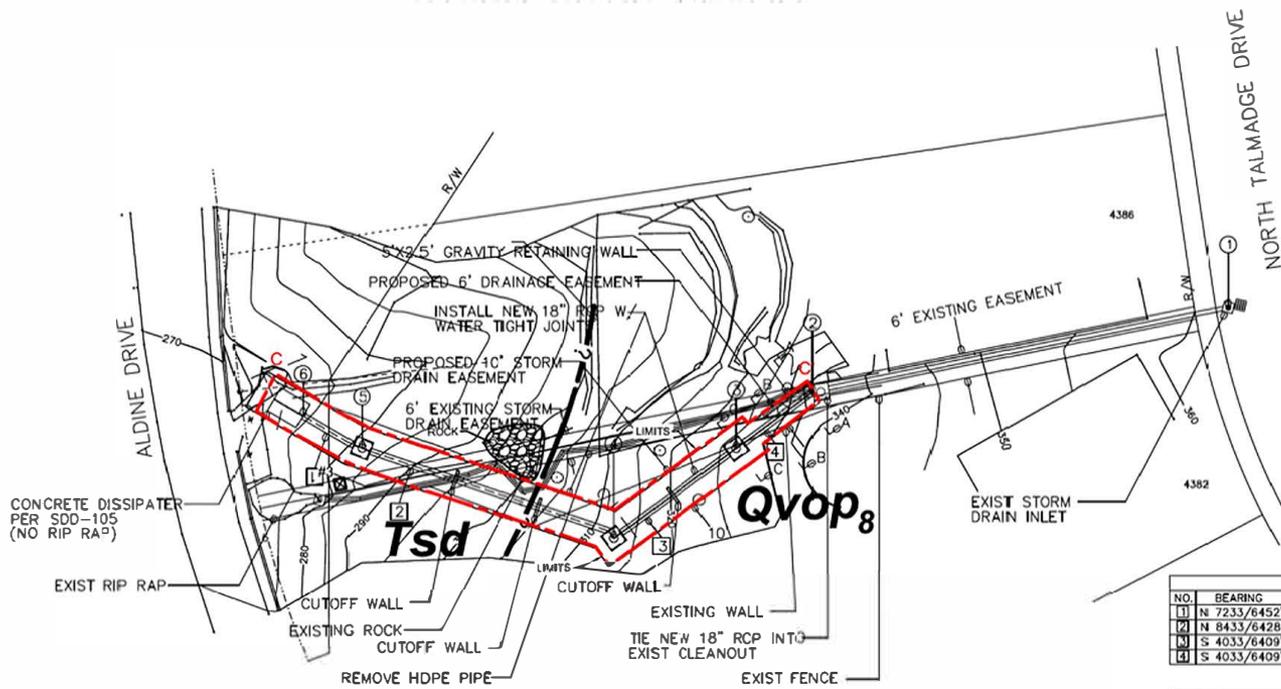


SITE DEVELOPMENT PLAN

Project: 03/22/2016 5:09PM [BY:DMATHAN WILKINS] [FILE: L:\projects\PROJECTS\G1200-52-15 Highland and Monroe\SHEETS\B-12098-01\200-52-15_PRL\PRELIMINARY GEOLOGIC MAP.dwg]

60 % DESIGN

45TH & MONROE



- GEOCON LEGEND**
- Qop8**.....VERY OLD PARALIC DEPOSITS
 - Tsd**.....SAN DIEGO FORMATION (Dotted Where Buried)
 -GEOLOGIC CONTACT
 - #3APPROX. LOCATION OF SOIL SAMPLE
 -LIMITS OF ANTICIPATED WORK

SITE DEVELOPMENT PLAN

PIPES BEARING TABLE				
NO.	BEARING	RADIUS	LENGTH	REMARKS
11	N 7233/6452	14'-W	13.85	18" RCP
12	N 8433/6428	15'-W	60.09	18" RCP
13	S 4033/6409	16'-W	34.16	18" RCP
14	S 4033/6409	16'-W	22.77	18" RCP

STRUCTURE DATA TABLE				
NO.	NORTHING	EASTING	LENGTH	REMARKS
1	1858800.98	6300827.58	---	PROPOSED A-4 CLEANOUT
2	1858828.80	6300851.08	---	PROPOSED A-4 CLEANOUT
3	1858821.28	6300914.84	---	PROPOSED A-4 CLEANOUT
4	1858816.92	6300930.30	---	PROPOSED SDD-105 CONCRETE DISSIPATER

SDD-105	
PIPE DIA (in)	18
AREA (sq ft)	1.77
MAX O (cft)	21
w	5'-6"
H	4'-3"
L	7'-4"
a	3'-3"
b	4'-1"
c	2'-4"
d	0'-11"
e	0'-6"
f	1'-6"
g	2'-1"
Tf	8"
Tb	7"
Tw	7"
To	7"

REFERENCE:
 WATER:
 SEWER:
 STORM DRAIN:
 GAS:
 ELECTRIC:
 CABLE TV:
 TELEPHONE:
 IMPROVEMENTS:
 100' SCALE FIELD BOOK:
 THOMAS BROS.:
 MCL:

PRELIMINARY GEOLOGIC MAP
GEOCON
 INCORPORATED
 GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
 6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
 PHONE 858-558-6900 - FAX 858-558-6159
 PROJECT NO. G1200-52-15
 FIGURE 4
 DATE 03-22-2016

C-7

HIGHLAND & MONROE
STORM DRAIN
NORTH TALMADGE DRIVE

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 8 OF 8 SHEETS

WBS NO: 8-12095

FOR CITY PROJECT: JAVIA BAITA DATE: _____
 PROJECT TITLE: _____
 DESCRIPTION: _____
 ORIGINAL BY: _____ APPROVED: _____ DATE FILMED: _____

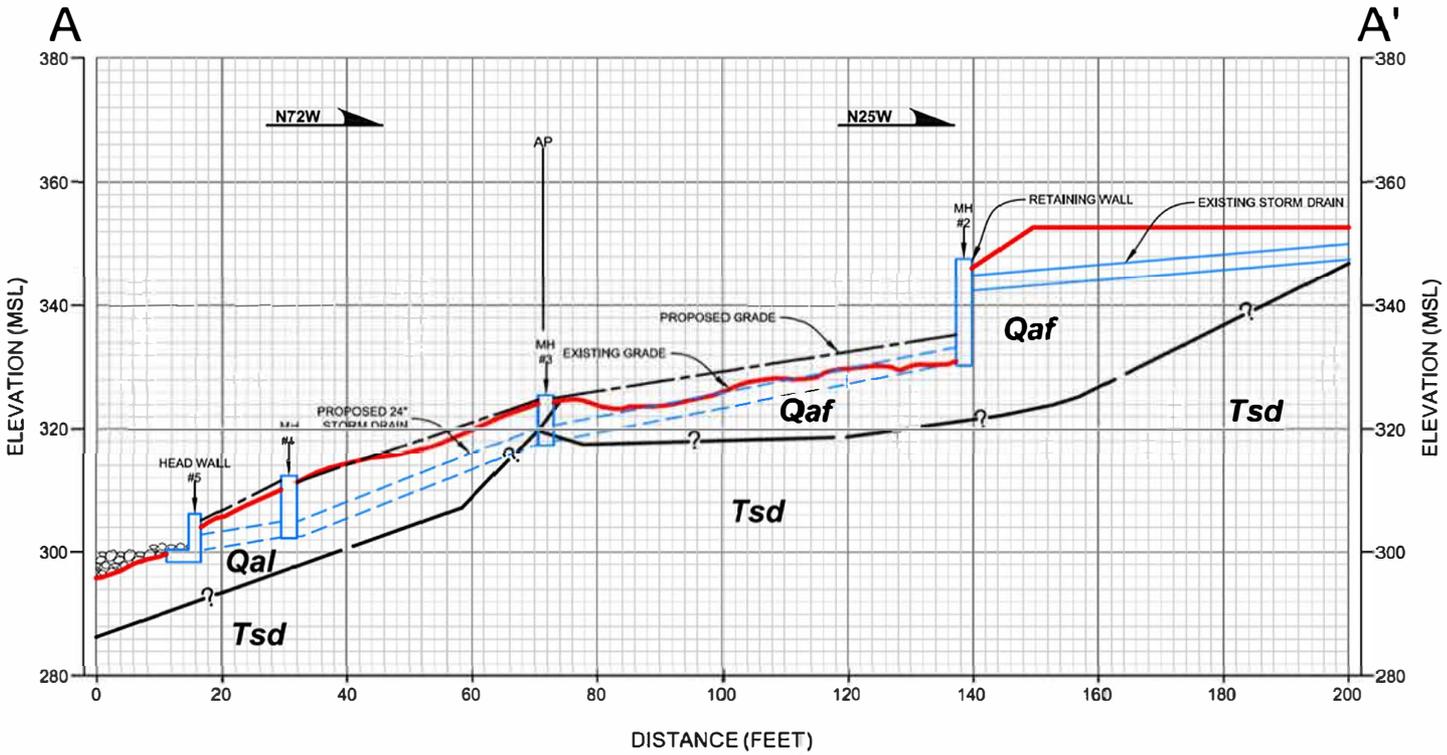
DATE STARTED: _____ DATE COMPLETED: XXXXX-02-D



60% DESIGN

P:\sdc\22\2016 607PM | B\J\DHATHAN WILGINS | F:\sdc\city\PROJECTS\G1200-52-15 Highland and Monroe\DWG\G1200-52-15_PRLMINARY GEOLOGIC MAP.dwg

HIGHLAND AND MONROE STORM DRAIN REPLACEMENT
SAN DIEGO, CALIFORNIA



GEOCON LEGEND

- Qaf**FILL
- Qal**ALLUVIUM
- Tsd**SAN DIEGO FORMATION

..... APPROX. LOCATION OF GEOLOGIC CONTACT
(Queried Where Uncertain)

GEOLOGIC CROSS-SECTION A-A'

SCALE: 1" = 20' (Vert. = Horiz.)

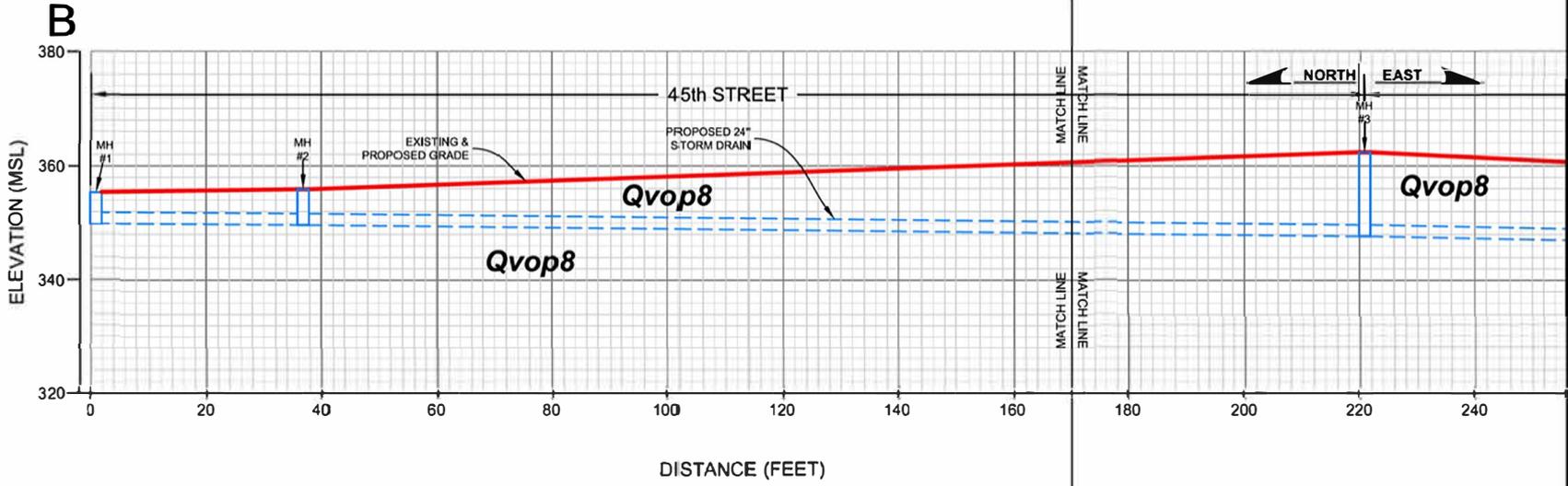
GEOCON
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
PHONE 858 558-6900 - FAX 858 558-6159
PROJECT NO. G1200-52-15
FIGURE 5
DATE 03-22-2016

CROSS - SECTION

Plot: 03/22/2016 4:01 PM | By: JONATHAN WILKINS | File Location: PROJECTS\G1200-52-15 Highland and Monroe\3 - MEETS\50%1200-52-15_CrossSection.dwg

HIGHLAND AND MONROE STORM DRAIN REPLACEMENT
SAN DIEGO, CALIFORNIA



GEOLOGIC CROSS-SECTION B-B'

SCALE: 1" = 20' (Vert. = Horiz.)

GEOCON LEGEND

- Qaf**FILL
- Qal**ALLUVIUM
- Qvop8**VERY OLD PARALIC DEPOSITS
- ~?**APPROX. LOCATION OF GEOLOGIC CONTACT
(Queried Where Uncertain)

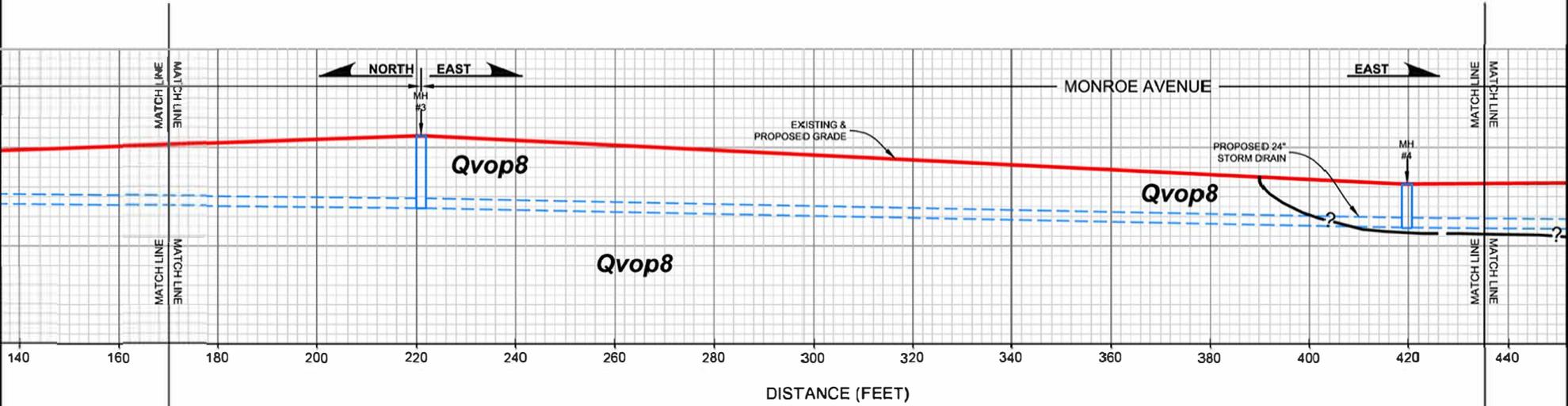
GEOCON
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
PHONE 858 558-6900 - FAX 858 558-0159
PROJECT NO. G1200-52-15
FIGURE 6A
DATE 03-22-2016

CROSS - SECTION

Plot: 03/22/2016 4:02PM | By: JONATHAN WILKINS | File Location: PROJECTS\G1200-52-15 Highland and Monroe\8 MEETS\60% \G1200-52-15_Cross Section.dwg

HIGHLAND AND MONROE STORM DRAIN REPLACEMENT
SAN DIEGO, CALIFORNIA



GEOLOGIC CROSS-SECTION B-B'

SCALE: 1" = 20' (Vert. = Horiz.)

GEOCON LEGEND

- Qaf**FILL
- Qal**ALLUVIUM
- Qvop8**VERY OLD PARALIC DEPOSITS
- ?**APPROX. LOCATION OF GEOLOGIC CONTACT
(Quoted Where Uncertain)

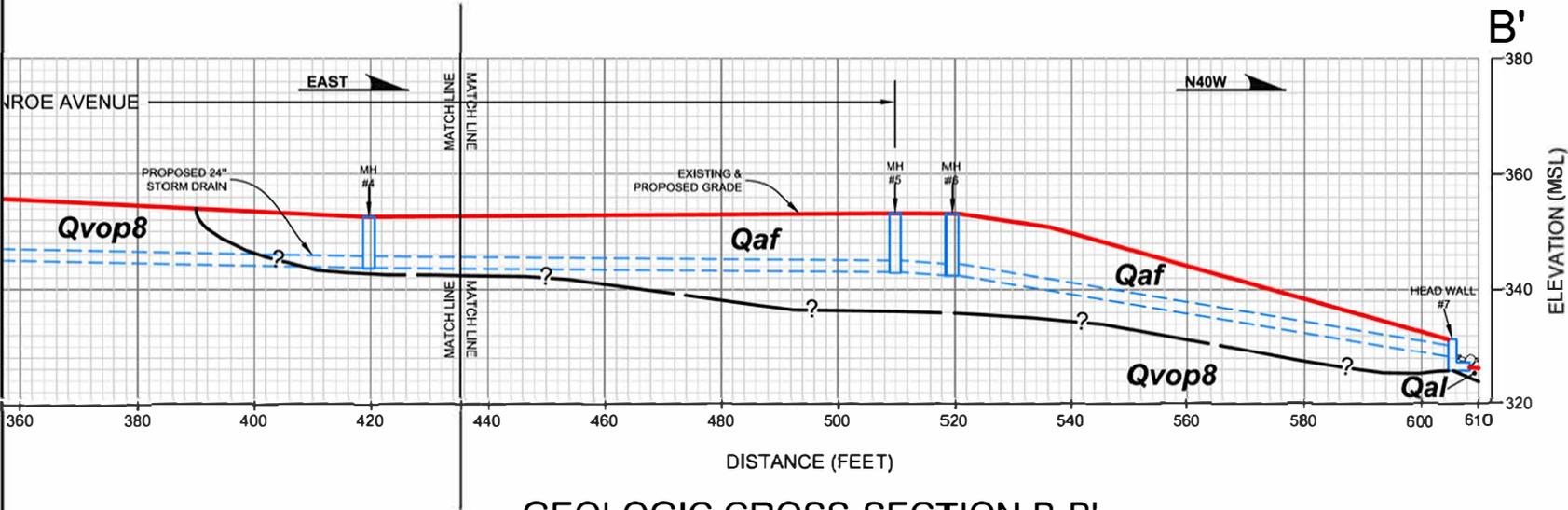
GEOCON
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
PHONE 858 558-6900 - FAX 858 558-6159
PROJECT NO. G1200-52-15
FIGURE 6B
DATE 03-22-2016

CROSS - SECTION

Plot: 03/22/2016 4:03PM | By: JOHATHAN WILKINS | File Location: \\PROJECTS\G1200-52-15 Highland and Monroe\3 - SHEETS\60%G1200-52-16_CrossSection.dwg

HIGHLAND AND MONROE STORM DRAIN REPLACEMENT
SAN DIEGO, CALIFORNIA



GEOLOGIC CROSS-SECTION B-B'

SCALE: 1" = 20' (Vert. = Horiz.)

GEOCON LEGEND

- Qaf**FILL
- Qal**ALLUVIUM
- Qvop8**VERY OLD PARALIC DEPOSITS
- ?**APPROX. LOCATION OF GEOLOGIC CONTACT
(Overlaid Where Uncertain)

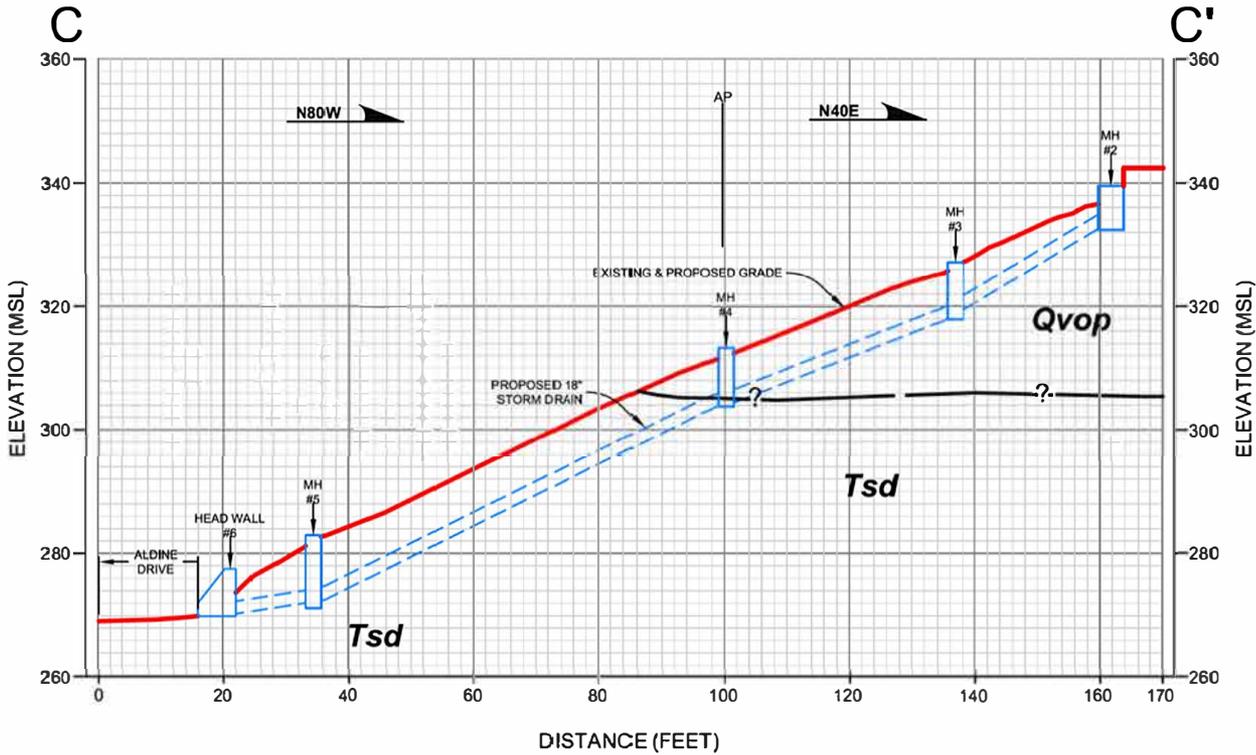
GEOCON
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
6960 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
PHONE 858-558-6900 - FAX 858-558-6159
PROJECT NO. G1200-52-15
FIGURE 6C
DATE 03-22-2016

CROSS - SECTION

Plot: 03/22/2016 4:56PM | By: JONATHAN WILKINS | File Location: PROJECTS\G1200-52-15 Highland and Monroe\8-HEETS\60%1200-52-16_Cross Section.dwg

HIGHLAND AND MONROE STORM DRAIN REPLACEMENT
SAN DIEGO, CALIFORNIA



GEOLOGIC CROSS-SECTION C-C'

SCALE: 1" = 20' (Vert. = Horiz.)

- GEOCON LEGEND**
- Qvop8**VERY OLD PARALIC DEPOSITS
 - Tsd**SAN DIEGO FORMATION
 - ?**APPROX. LOCATION OF GEOLOGIC CONTACT (Queried Where Uncertain)

GEOCON
INCORPORATED

GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS
6940 FLANDERS DRIVE - SAN DIEGO, CALIFORNIA 92121-2974
PHONE 858-558-6900 - FAX 858-558-6159
PROJECT NO. G1200-52-15
FIGURE 7
DATE 03-22-2016

CROSS - SECTION

Plot: 03/22/2016 4:26PM | By: JOHATHAN WILKINS | File Location: PROJECTS\G1200-52-15 Highland and Monroe\3-HEETS\50%G1200-52-16_CrossSection.dwg

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and T.C. Construction Company, Inc., herein called "Contractor" for construction of **Highland & Monroe Ave Storm Drain Replacement**; Bid No. **K-23-2097-DBB-3**; in the total amount (\$1,788,816.00) which is comprised of the Base Bid, consisting of an amount not to exceed \$1,788,816.00.

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) Long-Term Maintenance and Monitoring Agreement.
 - (e) That certain documents entitled **Highland & Monroe Ave Storm Drain Replacement**, on file in the office of the Purchasing & Contracting Department as Document No. **B-12096**, as well as all matters referenced therein.
2. The Contractor shall perform and be bound by all the terms and conditions of this contract and in strict conformity therewith shall perform and complete in a good and workmanlike manner **Highland & Monroe Ave Storm Drain Replacement**, Bid Number **K-23-2097-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney
By [Signature]

Print Name: Stephen Samara
Principal Contract Specialist
Purchasing & Contracting Department

Print Name: ADAM WOODEN
Deputy City Attorney

Date: 10/11/2022

Date: 10/11/22

CONTRACTOR

By [Signature]

Print Name: Austin Cameron

Title: president

Date: 9/6/22

City of San Diego License No.: B198700473

State Contractor's License No.: 402459

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000003132

CERTIFICATIONS AND FORMS

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

COVID-19 VACCINATION ORDINANCE

CERTIFICATION OF COMPLIANCE

I hereby certify that I am familiar with the requirements of San Diego Ordinance No. O-21398 implementing the City's Mandatory COVID-19 Vaccination Policy.

TERMS OF COMPLIANCE

The City's Mandatory COVID-19 Vaccination Policy, outlined in San Diego Ordinance O-21398 (Nov. 29, 2021), requires ALL City contractors, who interact in close contact 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

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

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

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

I declare under penalty of perjury that I acknowledge and agree to comply with the provisions of City of San Diego Administrative Regulation 95.65, concerning product endorsement. Any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

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:

Highland & Monroe Ave Storm Drain Replacement

(Project Title)

as particularly described in said contract and identified as Bid No. **K-23-2097-DBB-3**; SAP No. (WBS) **B-12096**; 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	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK	DOLLAR VALUE OF SUBCONTRACT	MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB®	WHERE CERTIFIED®	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

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. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

**See Instructions to Bidders, Bidder Guarantee of Good Faith
(Bid Security)**

KNOW ALL MEN BY THESE PRESENTS,

That T C Construction Company, Inc. as Principal,
and Liberty Mutual Insurance Company as Surety, are held
and firmly bound unto The City of San Diego hereinafter called "OWNER," in the sum
of **10% OF THE TOTAL BID AMOUNT** for the payment of which sum, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

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

Highland & Monroe Ave Storm Drain Replacement - K-23-2097-DBB-3

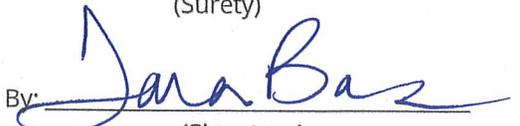
NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within the time and in
the manner required in the "Notice Inviting Bids" enters into a written Agreement on the form of
agreement bound with said Contract Documents, furnishes the required certificates of insurance, and
furnishes 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 25th day of July, 2022

T C Construction Company, Inc. (SEAL)
(Principal)

By: 
(Signature)
Austin Cameron, President

Liberty Mutual Insurance Company (SEAL)
(Surety)

By: 
(Signature)
Tara Bacon, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

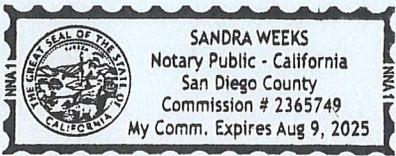
CALIFORNIA ACKNOWLEDGMENT

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 July 29, 2022 before me, Sandra Weeks, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Austin Cameron
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sandra Weeks
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

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.

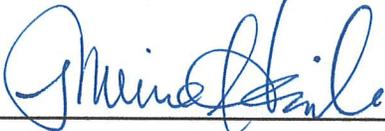
State of California
County of San Diego)

On July 25, 2022 before me, Minna Huovila, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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

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

Certificate No: 8206895-024019

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")...

all of the city of San Diego 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 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 8th day of December, 2021.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of December, 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: [Signature of 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.

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.

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 25th day of July, 2022.



By: [Signature of 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.

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: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Name

Signature

Date 8-9-22

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
T C Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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

* The precise nature of the interest includes:

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

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

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

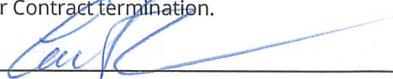
Name	Title/Position
Austin Cameron	President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
40% Owner	

Name	Title/Position
Darren Tharp	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	N/A
Interest in the transaction	
10%	

* 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.

Austin Cameron, President



8-9-22

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
T C Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Jack Gieffels	Secretary/Treasurer
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10% Owner	

Name	Title/Position
Terry Cameron	CEO
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10%	

* 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.

Austin Cameron, President

8-9-22

Print Name, Title

Signature

Date

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

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
T C Construction Company, Inc.		N/A	
Street Address	City	State	Zip
10540 Prospect Ave	Santee	CA	92071
Contact Person, Title		Phone	Fax
Austin Cameron, President		619-448-4560	619-448-3341

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Chad Cameron	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
20% Owner	

Name	Title/Position
Robert Kostyrka	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
El Cajon, CA	N/A
Interest in the transaction	
10%	

* 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.

Austin Cameron, President



8-9-22

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): <i>Bidders</i> and <i>contractors</i> who have been <i>debarred</i> or <i>suspended</i> are excluded from submitting bids, submitting responses to requests for proposal or qualifications, receiving <i>contract</i> awards, executing <i>contracts</i> , participating as a <i>subcontractor</i> , employee, agent or representative of another <i>person</i> contracting with the City.

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

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

NAME	TITLE
Austin Cameron	President
Darren Tharp	Vice President
Jack Gieffels	Secretary/Treasurer
Terry Cameron	CEO

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: T C Construction Company, Inc.

Certified By Austin Cameron Title President

Name 

Signature _____ Date 8-9-22

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

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

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
Chad Cameron	Vice President
Robert Kostyrka	Vice 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: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature _____

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
Dick Miller Inc	Glen Bullock - President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

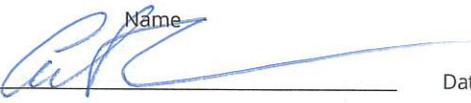
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

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
Laveless/Linton	Rebekah Laveless - COO Brandon Linton - CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

**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
Maxim Construction	Tania Tischler - President
	Derek Franken - Vice President
	Lawrence Findahl - Vice President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

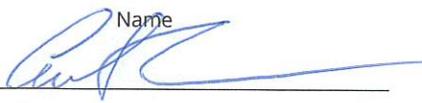
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

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
McGroth Consulting	Michael McGroth - President/CEO

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

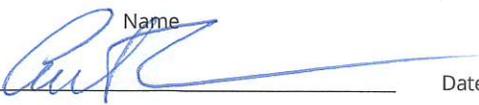
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

**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
Recon Environmental	Robert Hobbs - President
	Mike Page - Vice President
	Olina Sisson - Business Operations

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

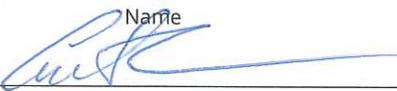
NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

*USE ADDITIONAL FORMS AS NECESSARY**

**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
Roy Allan Shumy Seal	Gay Allan - Owner

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

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
<i>Two Rivers Strategies</i>	<i>Reema Boccia-Principal</i>

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: T C Construction Company, Inc.

Certified By Austin Cameron Title President


 Name _____ Date 8-9-22
 Signature

USE ADDITIONAL FORMS AS NECESSARY*

City of San Diego

CITY CONTACT: Juan E. Espindola, Senior Contract Specialist, Email: JEEspindola@sandiego.gov
Phone No. (619) 533-4491

ADDENDUM A



FOR

HIGHLAND & MONROE AVE STORM DRAIN REPLACEMENT

BID NO.:	<u>K-23-2097-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>B-12096</u>
CLIENT DEPARTMENT:	<u>2114</u>
COUNCIL DISTRICT:	<u>9</u>
PROJECT TYPE:	<u>CA</u>

BID DUE DATE:

2:00 PM
AUGUST 09, 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:

Elham Lotfi
For City Engineer

7/26/22
Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

The following changes to the Contract Documents are hereby made effective as though originally issued with the bid package. Bidders are reminded that all previous requirements to this solicitation remain in full force and effect.

B. NOTICE INVITING BIDS

1. To Item **3, ESTIMATED CONSTRUCTION COST**, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:
 3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,990,000**.

C. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Attachment E, **Section 6, PROSECUTION AND PROGRESS OF THE WORK**, page 57, **ADD** the following:

6-6.2.4.1 Payment. To the "WHITEBOOK", item 1, **DELETE** in its entirety and **SUBSTITUTE** with the following:

1. The Work for paleontological mitigation and related excavation shall be paid under the Allowance Bid item for "Paleontological Mitigation and Excavation", as determined by the paleontologist. The areas outside of the trench for further recovery of fossils (test pits) shall be included in this Bid item. You shall provide the Engineer with invoices for the Work performed, including the invoice from the paleontologist, and shall be reimbursed from the amount allocated.
2. To Attachment E, **SUPPLEMENTARY SPECIAL PROVISIONS**, page 58, **ADD** the following:

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

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

3. The lump sum Bid item for "Clearing and Grubbing" shall include full compensation for the Coastal

California Gnatcatcher Protocol, in accordance with Appendix A - Mitigated Negative Declaration, including all required survey, noise monitoring, studies, and mitigation.

3. To Attachment E, **SUPPLEMENTARY SPECIAL PROVISIONS**, page 58, **ADD** the following:

SECTION 401 - REMOVAL

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.

D. ADDITIONAL CHANGES

1. The following are additional changes to the Line Items in the PlanetBids Tab:

For clarity where applicable, **ADDITIONS**, if any, have been Underlined and **DELETIONS**, if any, have been ~~Stricken out~~.

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
<u>Main Bid</u>	<u>541690</u>	<u>Suspension of Work - Resources</u>	<u>DAY</u>	<u>5</u>	<u>6-6.2.1.1 OR 6-6.2.2.1</u>	
<u>Main Bid</u>	<u>541690</u>	<u>Archaeological and Native American Mitigation and Curation (EOC Type I)</u>	<u>AL</u>	<u>1</u>	<u>6-6.2.1.1</u>	<u>10000</u>

Section	Item Code	Description	UoM	Quantity	Payment Reference	Extension
Main Bid	<u>541690</u>	<u>Paleontological Mitigation and Excavation (EOC Type I)</u>	<u>AL</u>	<u>1</u>	<u>6-6.2.4.1</u>	<u>10000</u>
Main Bid	238910	Clearing and Grubbing (Including Tree Removal) <u>Clearing and Grubbing</u>	LS	1	300-1.4	
Main Bid	<u>237310</u>	<u>Class 2 Aggregate Base</u>	<u>TON</u>	<u>140</u>	<u>301-1.7</u>	
Main Bid	<u>237110</u>	Engineered Trench Shoring	LS	4	306-15.2	
Main Bid	<u>238910</u>	<u>Tree Removal and Disposal</u>	<u>LS</u>	<u>1</u>	<u>401-7</u>	
Main Bid	541330	Biological Monitoring and Reporting	HR <u>LS</u>	704 <u>1</u>	802-4	

E. PLANS

- To Drawing numbers **39348-01-D, 39348-02-D, 39348-03-D, 39348-04-D, 39348-05-D, 39348-06-D,** and **39348-07-D, DELETE** in their entirety and **REPLACE** with pages 6 through 12 of this Addendum.

Rania Amen, Director
Engineering & Capital Projects Department

Dated: *July 28, 2022*
San Diego, California

RA/AJ/ks

HIGHLAND & MONROE AVE SD REPLACEMENT

SHEET INDEX

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE GOVERNMENT CODE, AT LEAST 2 WORKING DAYS PRIOR TO EXCAVATION, YOU MUST CONTACT THE REGIONAL NOTIFICATION CENTER (E.G. UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA) AND OBTAIN AN INQUIRY IDENTIFICATION NUMBER.
- NOTIFY SDG&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SDG&E UNDERGROUND HIGH VOLTAGE TRANSMISSION POWER LINES. (I.E., 69 KV & HIGHER)
- THE LOCATIONS OF EXISTING BUILDINGS AS SHOWN ON THE PLAN ARE APPROXIMATE.
- STORM DRAIN INLETS SHALL REMAIN FUNCTIONAL AT ALL TIMES DURING CONSTRUCTION.
- UNLESS OTHERWISE NOTED AS PREVIOUSLY POTHOLED (PH), ELEVATIONS SHOWN ON THE PROFILE FOR EXISTING UTILITIES ARE BASED ON A SEARCH OF THE AVAILABLE RECORD INFORMATION ONLY AND ARE SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CITY DOES NOT GUARANTEE THAT IT HAS REVIEWED ALL AVAILABLE DATA. THE CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES EITHER SHOWN ON THE PLANS OR MARKED IN THE FIELD IN ACCORDANCE WITH THE SPECIFICATIONS SECTION 402-UTILITIES.
- EXISTING UTILITY CROSSING AS SHOWN ON THE PLANS ARE APPROXIMATE AND ARE NOT REPRESENTATIVE OF ACTUAL LENGTH AND LOCATION OF CONFLICT AREAS. SEE PLAN VIEW.

CONSTRUCTION STORM WATER PROTECTION NOTES

- TOTAL SITE DISTURBANCE AREA (ACRES) 0.638
HYDROLOGIC UNIT & WATERSHED SAN DIEGO/SAN DIEGO RIVER
HYDROLOGIC SUBAREA NAME & NO. MISSION SAN DIEGO 907.1L
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 - MINOR WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 - WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100
 - SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT (CGP) ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
TRADITIONAL RISK LEVEL 1 2 3
LUP: RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 - ASBS HIGH MEDIUM LOW

PERMANENT STORM WATER BMP CATEGORY:

- PRIORITY DEVELOPMENT PROJECT
- STANDARD DEVELOPMENT PROJECT
- PDP EXEMPT
- NOT SUBJECT TO PERMANENT STORM WATER REQUIREMENTS

ABBREVIATIONS

ABAND	ABANDON	EC	END CURVE	NTP	NOTICE TO PROCEED	SD&AE	SAN DIEGO & ARIZONA
ABAND'D	ABANDONED	EL, ELEV	ELEVATION	OVHD	OVER HEAD		EASTERN RAILROAD
AC	ASBESTOS CEMENT PIPE/ ASPHALT CONCRETE	ELEC	ELECTRIC	PAVMT	PAVEMENT	SDTI	SAN DIEGO TROLLEY INC.
AHD	AHEAD	EX, EXIST	EXISTING	POB	POINT OF BEGINNING	SO	STUB OUT
APPROX	APPROXIMATELY	E/O	EAST OF	PCC	POINT OF COMPOUND CURVE	S/O	SOUTH OF
AVE	AVENUE	FL	FLOW LINE	PC	POINT OF CURVE	SWR	SEWER
BC	BEGIN CURVE	HGL	HYDRAULIC GRADE LINE	PI	POINT OF INTERSECTION	TC	TOP OF CURB
BTWN	BETWEEN	HP	HIGH PRESSURE	POE	POINT OF END	TEL	TELEPHONE
CATV	CABLE TV	IE	INVERT ELEVATION	PRC	POINT OF REVERSE CURVATURE	TW	TOP OF WALL
CL	CENTER LINE	LT	LEFT	PT	POINT OF TANGENT	UNK	UNKNOWN
CMP	CORRUGATED METAL PIPE	MTS	SAN DIEGO METROPOLITAN TRANSIT SYSTEM	PROP	PROPOSED	VC	VITRIFIED CLAY PIPE
CONC	CONCRETE	PVC	POLYVINYL CHLORIDE	REDUCER	REDUCER	WM	WATER METER
CONT	CONTINUED	RDCR	REDUCER	RT	RIGHT	WTR	WATER
EB	ENCASED BURIED	N/O	NORTH OF	RT	RIGHT	W/O	WEST OF
		NOC	NOTICE OF COMPLETION	§	SURVEY LINE		

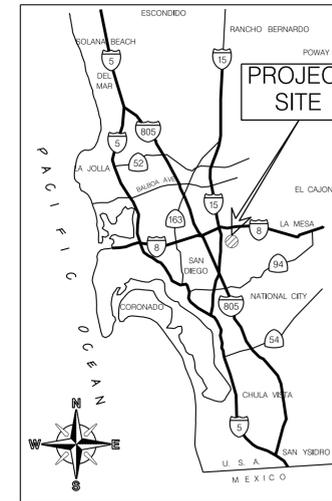
EXISTING STRUCTURES

EX WATER MAIN & VALVES	---	EX GROUND LINE (PROFILE)	
EX WATER METER	---○---	EX TRAFFIC SIGNAL	○X TS
EX FIRE HYDRANT	○-○	EX STREET LIGHT	+ SL
EX SEWER MAIN & MANHOLES	---○---	GAS MAIN	---G---
EX DRAINS	---	ELEC. COND., TEL. COND., CATV	---E---T---C---
EX PAVEMENT (PROFILE)		RAILROAD, TROLLEY TRACKS	
EX CONCRETE PAVEMENT (PROFILE)			

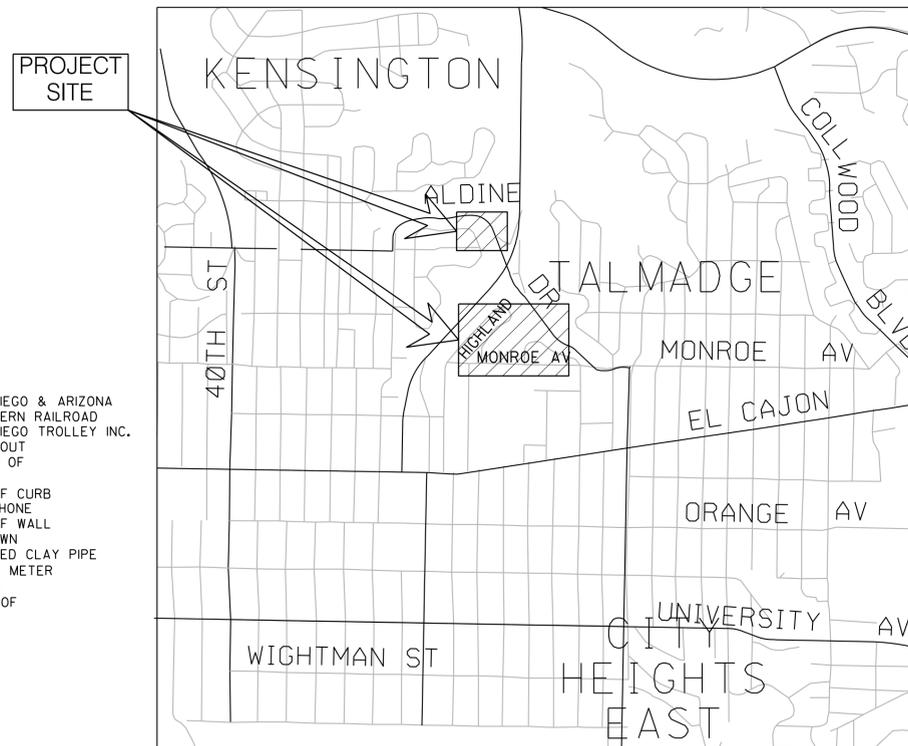
SHEET NO.	DISCIPLINE CODE	TITLE	LIMITS	PIPE		LENGTH (FT)
				SIZE (IN)	MATERIAL	
1	G-1	COVER SHEET				
2	C-1	HIGHLAND AVENUE	MONROE AVE TO HIGHLAND AVE	24 18	RCP HDPE	99.70 14.41
3	C-2	MONROE AVENUE	STA 1+00 TO 45TH STREET	18/24	RCP	645.33/ 10.67
4	C-3	MONROE AVENUE	MONROE AVE TO 45TH STREET			
5	C-4	MONROE AVENUE	MONROE AVE TO 45TH STREET			
6	C-5	MONROE AVENUE	MONROE AVE TO MAX DR			
7	C-6	NORTH TALMADGE DR	ALDINE DR TO NORTH TALMADGE DR	12 18	HDPE RCP	78.89 82.93
8	C-7	NORTH TALMADGE DR				
9	C-8	NORTH TALMADGE DR				
10	C-9	NOTES AND SPECIFICATIONS	ALL SITES			
11	C-10	MONUMENTATION	MONROE AVE TO HIGHLAND AVE			
12	C-11	MONUMENTATION	MONROE AVE TO 45TH STREET			
13	C-12	MONUMENTATION	ALDINE DR TO NORTH TALMADGE DR			
14	C-13	CURB RAMP DETAILS	MONROE AVE AND 45TH STREET & MONROE AVE AND MAX DR			
15	C-14	STREET RESURFACING PLAN	MONROE AVE, 45TH STREET & MAX DR			
16	T-1	REVEGETATION TITLE SHEET				
17-21	P-1 - P-5	PLANTING PLANS				
22-26	I-1 - I-5	IRRIGATION PLANS				
				TOTAL SD		931.93

DISCIPLINE CODE

- G GENERAL
- C CIVIL
- L LANDSCAPE



VICINITY MAP



KEY MAP
NO SCALE

FIELD DATA

BENCHMARK:

NWBP FAIRMONT AVENUE AND MEADE AVENUE
ELEV. 355.729 MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BEANCH BOOK

SEBP ADAMS AVENUE AND MARLBOROUGH DRIVE
ELEV. 367.980 MSL, BASED ON NGVD 29 FEET AS SHOWN IN THE CITY OF SAN DIEGO BENCH BOOK

FIELD NOTES:

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DEVIED FROM A PREVIOUS STATIC GPS SURVEY, USING ROS 14492 NAD 83 FEET, ZONE 6 (EPOCH 91.35) UTILIZING RTK/GPS FIELD PROCEDURES WITH THE BASE STATION LOCATED RANDOMLY AND CONSTRAINING TO GPS 168 & GPS 1086 I.E. N58° 02' 06"E.

THE BASIS OF BEARINGS FOR THIS PROJECT WAS DEVIED FROM A PREVIOUS STATIC GPS SURVEY USING 213 (PT. #213) AND GPS 17 (PT. #17) AS SHOWN ON R.O.F. S. 14492 I.E. N 46° 37' 38" W, NAD 83 FEET, ZONE 6 (EPOCH 91.35). UTILIZING RTK/GPS FIELD PROCEDURES WITH THE BASE STATION LOCATED AT AN AUTONOMOUS POSITION, CONSTRAINING TO GPS 213 (PT. #213), GPS 17 (PT. #17) AND CHECKING GPS 1081 (PT. #300).

DATUM: NGVD 29, NAD 83
STREETS REQUIRING 12" TRENCH CAP:
45TH ST, AND MONROE AVE.

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE STANDARD SPECIFICATION AND THE STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

IMPROVEMENTS	REFERENCE	SYMBOL
RCP STORM DRAIN	SDG-107, SDG-108, SDD-110, D-61	=====
HDPE STORM DRAIN		=====
TYPE B INLET	SDD-102, SDD-114, SDD-116	○
TYPE A-4 CLEANOUT	D-9, SDD-114	○
CUTOFF WALL	SDS-115	=====
CROSS GUTTER	SDG-157	=====
U TYPE HEADWALL	D-35A, D-35B	=====
CONCRETE ENERGY DISSIPATOR	SDD-105, D-42	=====
CONCRETE CURB, GUTTER, SIDEWALK AND PAVEMENT REMOVAL AND REPLACEMENT	SDG-156, 151	N/A
GRAVITY RETAINING WALL	C-9, SDC-107	N/A
CURB RAMP BARRICADE	SDG-140	N/A
TRENCH RESURFACING	SDG-107, SDG-108	N/A

TOPO SOURCE

- B-12096
- B-12026

REFERENCES

CITY OF SAN DIEGO SURVEY FIELD NOTES:
UG 774, W.O. 178, DAVIS, 214-1737, 01/24/2004
SDGE 3EE, W.O. 373056, MACY, 214-1740, 06/02/2005
SDGE 3HH, W.O. 373103, MAYER, 214-1737, 05/18/2006

UG652 ADDITIONAL ALDINE DR. 05/09/2000, R. BROOKS, 218-1737, W.O. 173581

MAP: 1869
CORNER RECORDS: 13043, 19377, 26574
CITY DRAWINGS: 13260-DL, 13260-EL

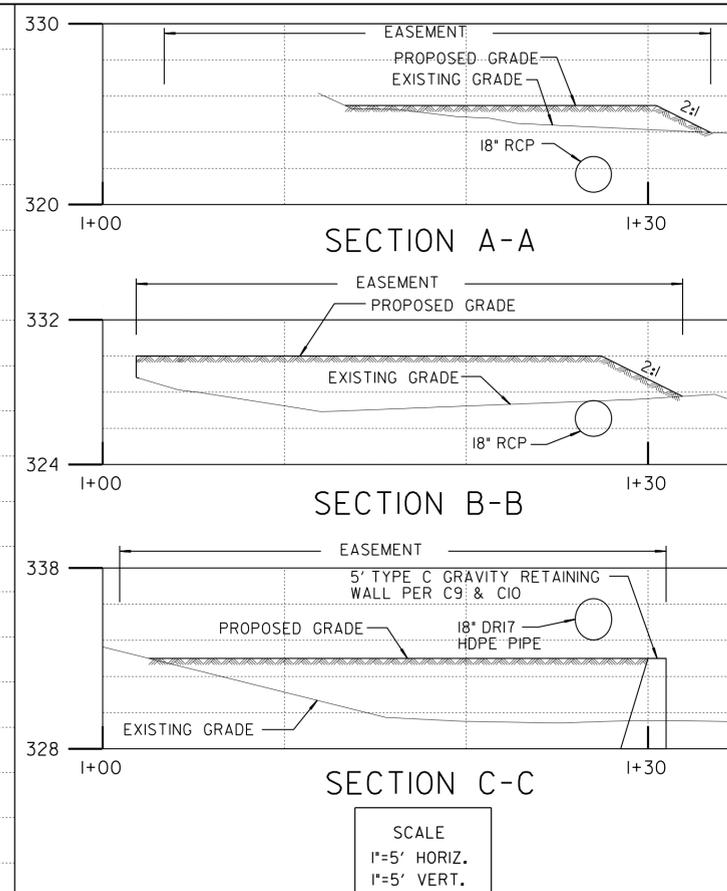
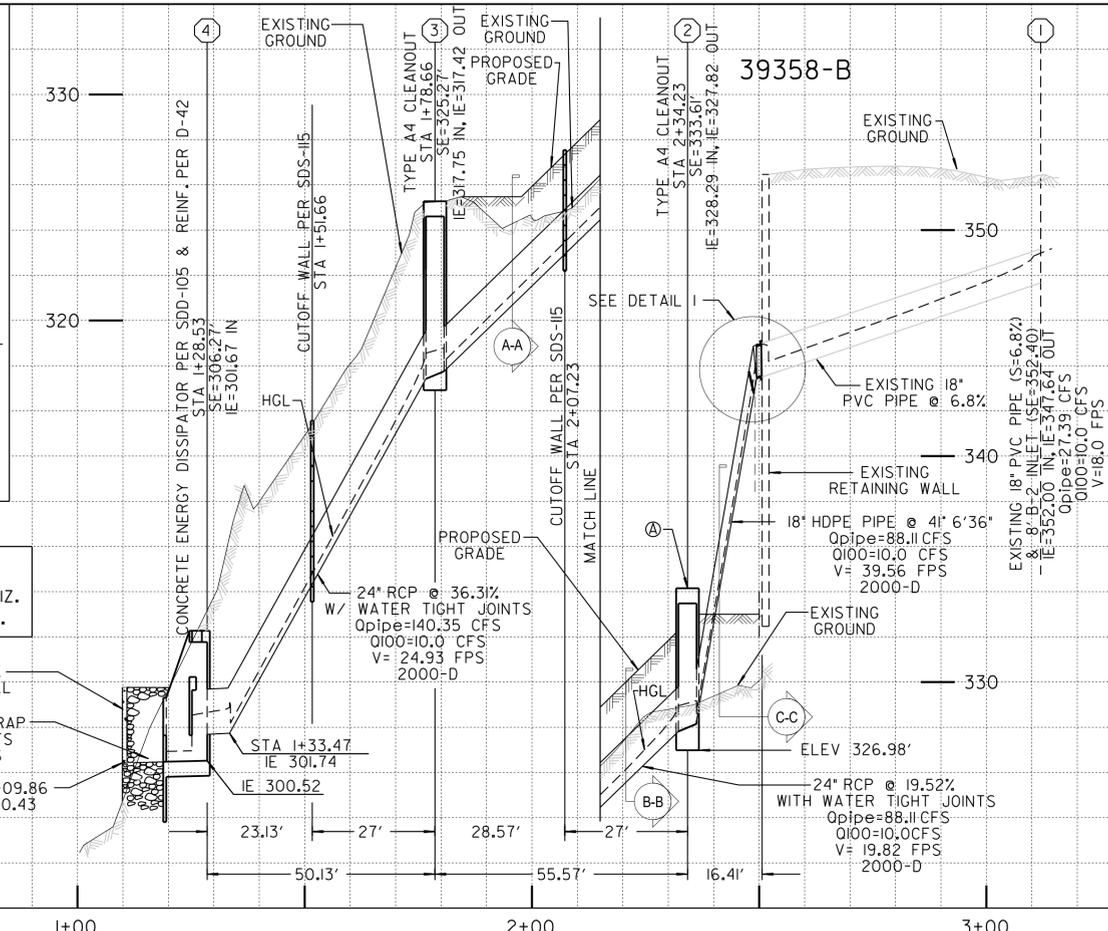
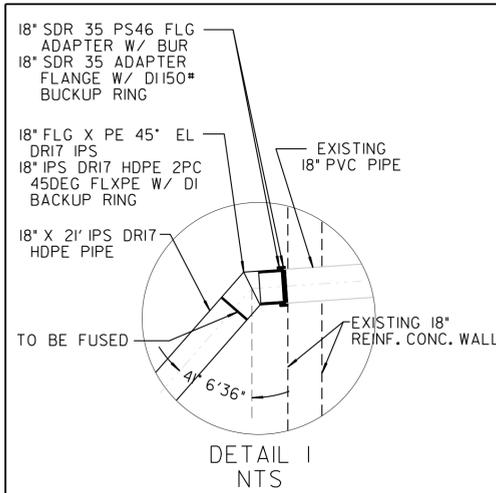
G-1

PLANS FOR THE CONSTRUCTION OF
HIGHLAND AND MONROE AVENUE
STORM DRAIN REPLACEMENT
COVER SHEET

	SPEC. NO. 2097 CITY OF SAN DIEGO, CALIFORNIA ENGINEERING & CAPITAL PROJECTS DEPARTMENT SHEET 1 OF 26 SHEETS WBS: B-12096
APPROVED: FOR CITY ENGINEER ELHAM LOTFI PRINT EXE NAME DATE: 06/13/2022 DATE: 091224 RISE#	SUBMITTED BY: JASON GUISE PROJECT MANAGER CHECKED BY: RONALD FAMORCAN PROJECT ENGINEER
DESCRIPTION ORIGINAL CC/DL/AA APPROVED BY: DATE: 06/13/2022 FILED	SEE EACH SHEET CCS27 COORDINATE SEE EACH SHEET CCS83 COORDINATE 39348-01-D
CONTRACTOR: _____ INSPECTOR: _____	NTP DATE: _____ NOC DATE: _____

AS-BUILT INFORMATION	
MATERIALS	MANUFACTURER
PIPE (STORM DRAIN)	-
STORM DRAIN CLEAN OUTS	-
CURB INLETS	-
STORM DRAIN MANHOLES	-
DISSIPATOR	-
CATCH BASINS	-

The City of **SAN DIEGO** Transportation and Storm Water



Horizontal Alignment Review Report
 Report Created: 5/22/2018
 Project: Highland Ave - 20180522
 Last Revised: RFamorcan 5/22/2018 8:52:25 AM
 Input Grid Factor: 1.00000000 Note: All units in this report are in feet unless specified otherwise.

Alignment Name:	Element:
Alignment Description:	Linear
Alignment Style: Default	PI(1)+78.66 1857400.15 630106.66
Station Northing Easting	PI(1)+80.66 1857401.52 630105.21
	Tangential Direction: 5.47
	Tangential Length: 2.00
Element: Linear	PI(1)+00.00 1857365.68 630117.76
PI(1)+09.86 1857369.93 630168.37	Element: Linear
Tangential Direction: 5.16	PI(1)+80.66 1857401.52 630105.21
Tangential Length: 9.86	PI(1)+07.23 1857426.37 6301095.80
	Tangential Direction: 5.92
	Tangential Length: 26.57
Element: Linear	PI(1)+09.86 1857369.93 630168.37
PI(1)+10.86 1857370.37 630167.47	Element: Linear
Tangential Direction: 5.16	PI(1)+07.23 1857426.37 6301095.80
Tangential Length: 1.00	PI(1)+20.23 1857449.75 6301086.94
	Tangential Direction: 5.92
	Tangential Length: 25.00
Element: Linear	PI(1)+10.86 1857370.37 630167.47
PI(1)+19.53 1857374.11 630159.65	Element: Linear
Tangential Direction: 5.16	PI(1)+2+34.23 1857449.75 6301086.24
Tangential Length: 8.67	PI(1)+2+36.23 1857453.50 6301085.54
	Tangential Direction: 5.93
	Tangential Length: 2.00
Element: Linear	PI(1)+19.53 1857374.11 630159.65
PI(1)+28.53 1857377.99 630151.53	Element: Linear
Tangential Direction: 5.16	PI(1)+2+34.23 1857449.75 6301086.24
Tangential Length: 9.00	PI(1)+2+36.23 1857453.50 6301085.54
	Tangential Direction: 5.93
	Tangential Length: 2.00
Element: Linear	PI(1)+28.53 1857377.99 630151.53
PI(1)+51.66 1857387.98 630130.67	Element: Linear
Tangential Direction: 5.16	PI(1)+2+36.23 1857453.50 6301085.54
Tangential Length: 23.13	PI(1)+2+50.64 1857466.55 6301079.43
	Tangential Direction: 5.84
	Tangential Length: 14.41
Element: Linear	PI(1)+51.66 1857387.98 630130.67
PI(1)+76.66 1857398.78 630108.12	Element: Linear
Tangential Direction: 5.16	PI(1)+2+50.64 1857466.55 6301079.43
Tangential Length: 25.00	POE(1)+3+11.94 1857520.63 6301050.60
	Tangential Direction: 5.79
	Tangential Length: 61.29
Element: Linear	PI(1)+76.66 1857398.78 630108.12
PI(3)+78.66 1857400.15 630106.66	Element: Linear
Tangential Direction: 5.47	
Tangential Length: 2.00	

NO.	BEARING	LENGTH	REMARKS
1	N 64° 25' 09" W	48.13'	24" RCP
2	N 20° 44' 55" W	51.57'	24" RCP
3	N 25° 06' 45" W	14.41'	18" HDPE PIPE

MAP 1900
TALMADGE PARK
UNIT 3

NO.	NORTHING	EASTING
1	1857450.01	6301058.50
2	1857389.31	6301085.87
3	1857378.82	6301097.03
4	1857356.85	6301155.13
5	1857373.04	6301168.86
6	1857397.53	6301104.10
7	1857463.05	6301074.55
8	1857402.36	6301133.96
9	1857401.37	6301101.91
10	1857377.77	6301173.31
11	1857379.25	6301175.07

NO.	NORTHING	EASTING
1	1857334.82	6301165.64
2	1857366.14	6301170.87
3	1857336.44	6301145.70

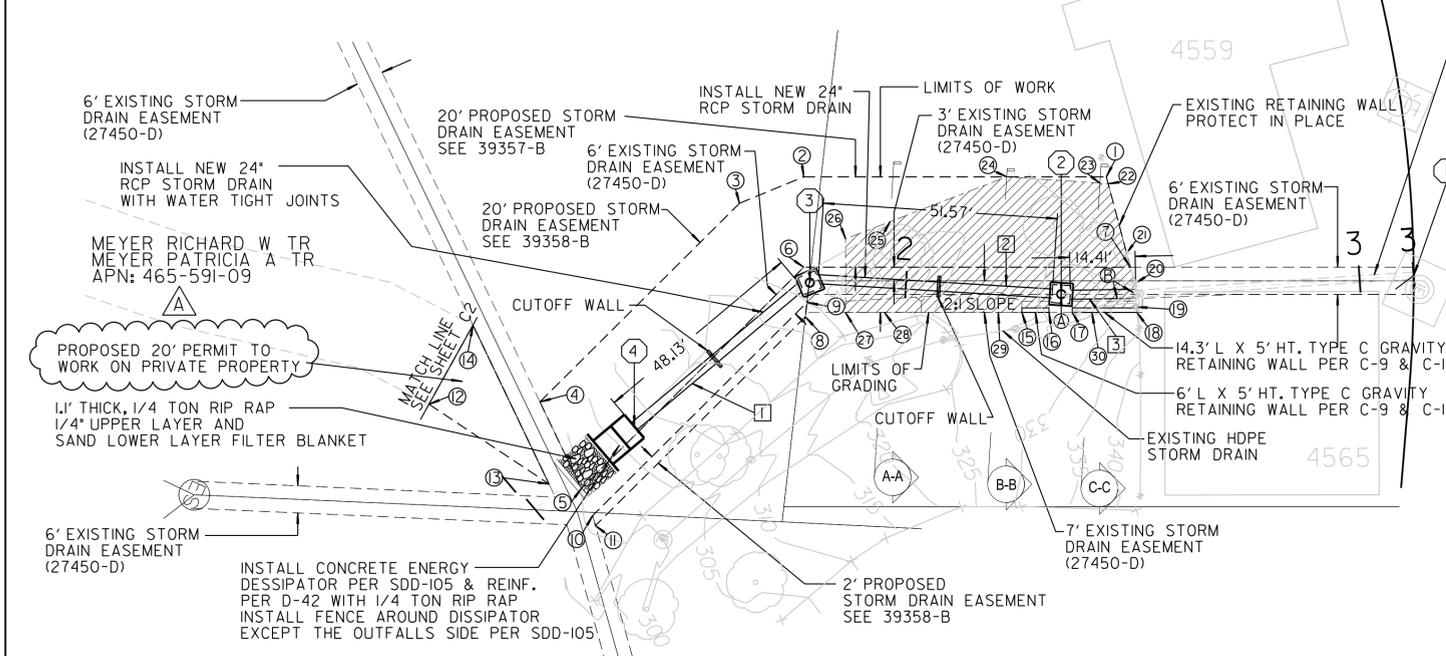
NO.	NORTHING	EASTING
19	1857467.82	6301082.02
20	1857465.49	6301077.27
21	1857460.98	6301072.24
22	1857451.00	6301059.73
23	1857449.29	6301060.36
24	1857430.02	6301067.51
25	1857410.71	6301087.11
26	1857403.33	6301094.61
27	1857410.02	6301094.45
28	1857417.83	6301105.92
29	1857440.67	6301095.62
30	1857459.44	6301087.16

NO.	NORTHING	EASTING	LENGTH	REMARKS
2	1857451.63	6301086.24	--	PROPOSED A-4 CLEANOUT
3	1857400.15	630106.66	--	PROPOSED A-4 CLEANOUT
4	1857377.99	6301151.53	--	PROPOSED SDD-105 CONCRETE DISSIPATOR

BEGINNING STA	ENDING STA	APPROXIMATE LF
STA 1+00	STA 2+50.64	143.78'

BEGINNING STA	ENDING STA	APPROXIMATE LF
STA 1+00	STA 2+50.64	143.78'

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT



- CONSTRUCTION NOTES:
- Ⓐ TYPE A CLEANOUT @ STA 2+34.24
 - USE 10" THICKNESS, # 5 8" HOR. & FLR. REINF. O.C., CONCRETE FOR BOX SECTION HORIZONTAL REINFORCEMENT (see SDD-114)
 - CONCRETE SHALL BE 660-C-4000, MINIMUM COMPRESSIVE STRENGTH SHALL BE 4,000 PSI.
 - Ⓑ REMOVE EXIST HDPE STORM DRAIN PIPE AND REPAIR SLOPE EROSION WHERE HDPE PIPE WAS LOCATED AND INSTALL FERGUSON WATER WORKS OR APPROVED EQUAL:
 - 18" SDR 35 PS46 FLG ADAPTER W/ BUR
 - 18" SDR 35 ADAPTER FLANGE W/ DI150" BUCKUP RING
 - 18" FLG X PE 45" EL DR17 IPS
 - 18" IPS DR17 HDPE 2PC 45DEG FLXPE W/ DI BACKUP RING
 - 18" X 21" IPS DR17 HDPE PIPE

REFERENCE:
 STORM DRAIN: 27394-1-D, 27394-2-D, 39357-B, 39358-B
 THOMAS BROS.: 1269

RETIREMENTS:
 24" FLEXIBLE HDPE PIPE - 139' - 2010

HIGHLAND & MONROE AVE STORM DRAIN
 HIGHLAND AVENUE
 MONROE AVE TO HIGHLAND AVE

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 2 OF 26 SHEETS

WBS NO: B-12096

APPROVED: *Mahmoud Oriqat* 02/05/2019
 FOR CITY ENGINEER MAHMOUD ORIQAT DATE: 02/05/2019
 PRINTED BY: NAME: MAHMOUD ORIQAT RCE#: C55970

DESIGNED BY: JASON GUISE PROJECT MANAGER
 CHECKED BY: RONALD FAMORCAN PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	DL/CC	<i>Mahmoud Oriqat</i>	02/05/2019	
ADDENDUM A	AA	<i>Mahmoud Oriqat</i>	02/21/2022	

1857461-6301078
 CCS83 COORDINATE

39348-02-D

HIGHLAND AVENUE

NOTE:
PROTECT ALL SIGNS IN PLACE OR RELOCATE.
CAUTION - PROTECT IN PLACE EXISTING GAS, SEWER AND WATER LINES

1 STA 7+17.52
REMOVE INLET AND REPLACE WITH NEW 14"-TYPE B2 PER SDD-116 & REPLACE TYPE G CURB/GUTTER PER SDG-151, ASPHALT, SIDEWALKS AND DRIVEWAY IN KIND IN ALL AFFECTED AREAS

ABANDON EXIST STORM DRAIN (05787-D) PER WHITE BOOK

PROPOSED 20' PERMIT TO WORK ON PRIVATE PROPERTY

EXISTING 8" DIA SEWER
EXISTING 4" DIA WATER

(INSTALL TYPE C(CORNER) CURB RAMP PER SDG-136 SEE SHEET C-13, RAMP#1&2

REMOVE TREE AND INSTALL TYPE B CURB RAMP #5 PER SDG-133

PROTECT FIRE HYDRANT IN PLACE

3 STA 4+99.36
INSTALL NEW TYPE A-4 CLEANOUT PER D-9
INSTALL TYPE B CURB RAMP #6 PER SDG-133

CAUTION

4.1 STA 1+23.82
REMOVE INLET AND REPLACE WITH NEW 5"-TYPE B PER SDD-116 & REPLACE TYPE G CURB/GUTTER PER SDG-151, ASPHALT AND SIDEWALKS IN KIND IN ALL AFFECTED AREAS

CAUTION

4.2 STA 1+14.57
REMOVE INLET AND REPLACE WITH NEW 10"-TYPE B2 PER SDD-116 & REPLACE TYPE G CURB/GUTTER PER SDG-151, ASPHALT AND SIDEWALKS IN KIND IN ALL AFFECTED AREAS

SITE DEVELOPMENT PLAN
(SEE PROFILE ON SHEET 4 AND 5)

REPAVEMENT DATA TABLE

NO.	NORTHING	EASTING
34	1857051.06	6301330.99
35	1857051.06	6301360.96
36	1857033.49	6301381.26
37	1857002.84	6301380.89
38	1857003.74	6301310.22
39	1857034.42	6301310.22

DISSIPATOR DATA TABLE

NO.	NORTHING	EASTING
40	1857100.78	6301243.24
41	1857106.65	6301249.87
42	1857111.4	6301245.90
43	1857119.04	6301242.26
44	1857120.35	6301241.0
45	1857111.7	6301230.72
46	1857109.86	6301231.88
47	1857105.28	6301239.26

Alignment Name: 1
Alignment Description:
Alignment Style: Default
Station Northing Easting

Element: Linear
POB () 1+00.00 1857118.49 6301236.73
P () 1+01.51 1857117.37 6301237.73
Tangential Direction: 2.42
Tangential Length: 1.51

Element: Linear
P () 1+04.21 1857115.34 6301239.52
Tangential Direction: 2.42
Tangential Length: 2.70

Element: Linear
P () 1+04.21 1857115.34 6301239.52
P () 1+17.58 1857105.32 6301248.37
Tangential Direction: 2.42
Tangential Length: 13.38

Element: Linear
P () 1+17.58 1857105.32 6301248.37
P () 1+28.25 1857097.38 6301255.50
Tangential Direction: 2.41
Tangential Length: 10.67

Element: Linear
P () 1+28.25 1857097.38 6301255.50
P () 1+30.25 1857095.84 6301256.78
Tangential Direction: 2.45
Tangential Length: 2.00

Element: Linear
P () 1+30.25 1857095.84 6301256.78
P () 1+32.25 1857094.31 6301258.06
Tangential Direction: 2.45
Tangential Length: 2.00

Element: Linear
P () 1+32.25 1857094.31 6301258.06
P () 2+08.12 1857039.07 6301310.07
Tangential Direction: 2.39
Tangential Length: 75.87

Element: Linear
P () 1+32.25 1857094.31 6301258.06
P () 2+08.12 1857039.07 6301310.07
P () 2+10.12 1857037.07 6301310.03
Tangential Direction: 3.16
Tangential Length: 2.00

Element: Linear
P () 2+08.12 1857039.07 6301310.07
P () 2+10.12 1857037.07 6301310.03
Tangential Direction: 3.16
Tangential Length: 2.00

Element: Linear
P () 2+10.12 1857037.07 6301310.03
P () 2+31.34 1857035.07 6301310.00
Tangential Direction: 3.16
Tangential Length: 2.00

Element: Linear
P () 2+31.34 1857035.07 6301310.00
P () 2+33.34 1857035.98 6301307.77
Tangential Direction: 0.26
Tangential Length: 19.21

Element: Linear
P () 2+33.34 1857035.98 6301307.77
P () 2+35.34 1857034.98 6301305.74
Tangential Direction: 3.16
Tangential Length: 2.00

Element: Linear
P () 2+35.34 1857034.98 6301305.74
P () 2+35.34 1857014.02 6301305.74
Tangential Direction: 4.73
Tangential Length: 2.00

Element: Linear
P () 2+35.34 1857014.02 6301305.74
P () 3+18.31 1857015.36 6301222.77
Tangential Direction: 4.73
Tangential Length: 82.98

Element: Linear
P () 3+18.31 1857015.36 6301222.77
P () 3+20.31 1857015.39 6301220.77
Tangential Direction: 4.73
Tangential Length: 2.00

Element: Linear
P () 3+20.31 1857015.39 6301220.77
P () 3+22.31 1857015.42 6301218.77
Tangential Direction: 4.73
Tangential Length: 2.00

Element: Linear
P () 3+22.31 1857015.42 6301218.77
P () 4+97.36 1857018.25 6301043.75
Tangential Direction: 4.73
Tangential Length: 175.05

Element: Linear
P () 4+97.36 1857018.25 6301043.75
P () 4+99.36 1857018.28 6301041.75
Tangential Direction: 4.73
Tangential Length: 2.00

Element: Linear
P () 4+99.36 1857018.28 6301041.75
P () 5+01.36 1857020.27 6301041.79
Tangential Direction: 0.02
Tangential Length: 2.00

Element: Linear
P () 5+01.36 1857020.28 6301041.79
P () 6+97.10 1857219.99 6301045.60
Tangential Direction: 0.02
Tangential Length: 195.74

Element: Linear
P () 6+97.10 1857219.99 6301045.60
P () 6+99.10 1857219.99 6301045.63
Tangential Direction: 0.02
Tangential Length: 2.00

Element: Linear
P () 6+99.10 1857219.99 6301045.63
P () 7+01.10 1857219.99 6301045.67
Tangential Direction: 0.02
Tangential Length: 2.00

Element: Linear
P () 7+01.10 1857219.99 6301045.67
P () 7+15.53 1857232.62 6301052.62
Tangential Direction: 0.50
Tangential Length: 14.42

Element: Linear
P () 7+15.53 1857232.62 6301052.62
P () 7+15.53 1857232.62 6301052.62
Tangential Direction: 0.79
Tangential Length: 1.99

Element: Linear
P () 7+15.53 1857232.62 6301052.62
P () 7+17.52 1857234.02 6301054.05
Tangential Direction: 0.79
Tangential Length: 2.00

Element: Linear
P () 7+17.52 1857234.02 6301054.05
P () 7+19.52 1857235.42 6301055.47
Tangential Direction: 0.79
Tangential Length: 2.00

Element: Linear
P () 7+19.52 1857235.42 6301055.47
P () 7+19.52 1857235.42 6301055.47
Tangential Direction: 0.79
Tangential Length: 2.00

Element: Linear
P () 7+19.52 1857235.42 6301055.47
P () 7+19.52 1857235.42 6301055.47
Tangential Direction: 0.79
Tangential Length: 2.00

TCA DATA TABLE

NO.	NORTHING	EASTING
15	1857315.86	6301144.58
16	1857273.07	6301153.10
17	1857186.13	6301161.31
18	1857152.59	6301167.70
19	1857133.61	6301178.91
20	1857094.41	6301222.13
21	1857093.56	6301229.59
22	1857092.85	6301236.56
23	1857094.58	6301246.81
24	1857093.89	6301250.31
25	1857044.48	6301293.51
26	1857044.03	6301320.47
27	1857120.14	6301253.93
28	1857120.64	6301222.98
29	1857146.39	6301194.59
30	1857159.76	6301186.69
31	1857188.95	6301181.13
32	1857275.97	6301172.91
33	1857317.29	6301164.69

STORM DRAIN DATA TABLE

NO.	BEARING	RADIUS	LENGTH	REMARKS
1	S 48° 27' 05" E	--	51.67'	18" RCP
2	S 41° 52' 25" E	--	10.67'	24" RCP
3	S 43° 16' 28" E	--	75.87'	18" RCP
4	S 06° 39' 13" W	--	19.21'	18" RCP
5	N 89° 04' 25" W	--	82.98'	18" RCP
6	N 14° 26' 05" W	--	19.82'	18" RCP
7	S 39° 46' 06" W	--	10.57'	18" RCP
8	N 89° 04' 25" W	--	175.05'	18" RCP
9	N 01° 06' 56" E	--	195.74'	18" RCP
10	N 28° 50' 39" E	--	14.42'	18" RCP

STRUCTURES DATA TABLE

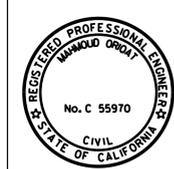
NO.	NORTHING	EASTING	REMARKS
1	1857234.02	6301054.05	PROP (14" TYPE B2) INLET
2	1857217.99	6301045.63	PROP A-4 CLEANOUT
3	1857018.28	6301041.75	PROP A-4 CLEANOUT
4	1857015.39	6301220.77	PROP A-4 CLEANOUT
4.1	1857038.58	6301215.90	PROP (5" TYPE B) INLET
4.2	1857003.27	6301213.96	PROP (10" TYPE B2) INLET
5	1857013.98	6301307.74	PROP A-4 CLEANOUT
6	1857037.07	6301310.03	PROP (18" TYPE B2) INLET
6.1	1857000.75	6301351.17	PROP (12" TYPE B2) INLET
7	1857095.84	6301256.78	PROP A-4 CLEANOUT
8	1857105.32	6301248.37	DOUBLE PIPE U TYPE HEADWALL

REFERENCE:
WATER: 12175-7-D, 12175-6-D
SEWER: 30665-02-D, 30665-03-D
STORM DRAIN: 16182-D, 04959-B, 30665-03-D, 12175-7-D
GAS: 16102-118915
ELECTRIC: 16102-118915
THOMAS BROS. 1269:

RETIREMENTS:
15" CMP - 30' - 1975
18" CMP - 20' - 1975
15" RCP - 33' - 1975
18" RCP - 98' - 1975
INLET - 4X4 - 5 - 1975

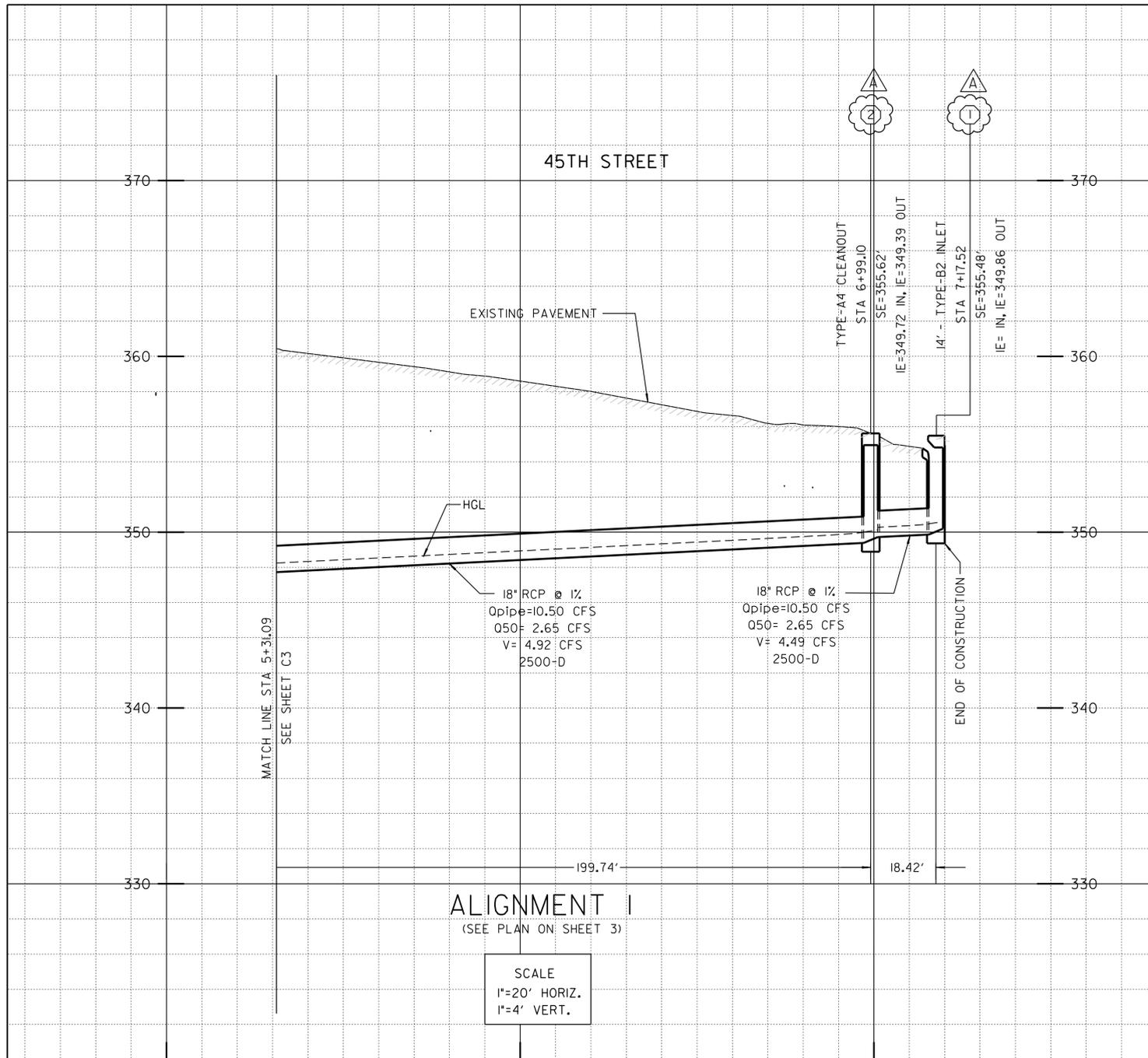
HIGHLAND & MONROE AVE STORM DRAIN
MONROE AVE
MONROE AVE AND 45TH ST

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 3 OF 26 SHEETS		WBS NO: B-12096
APPROVED FOR CITY ENGINEER MAHMOUD ORIQAT DATE: 02/05/2019 RCE# C55970	DATE: 02/05/2019 RCE# C55970	PROJECT MANAGER JASON GUISE
DESIGNER RONALD FAMORCAN	DATE: 02/05/2019	PROJECT ENGINEER
DESCRIPTION ORIGINAL	BY: [Signature]	DATE: 02/05/2019
APPROVED	DATE: 02/05/2019	FILED
ADDENDUM A	AA	02/12/2022
1857461-6301078 CCS83 COORDINATE		217-1739 CCS27 COORDINATE
DATE STARTED		DATE COMPLETED
CONTRACTOR		INSPECTOR
1857461-6301078 CCS83 COORDINATE		39348-03-D



C-2

MONROE AVE AND 45TH STREET

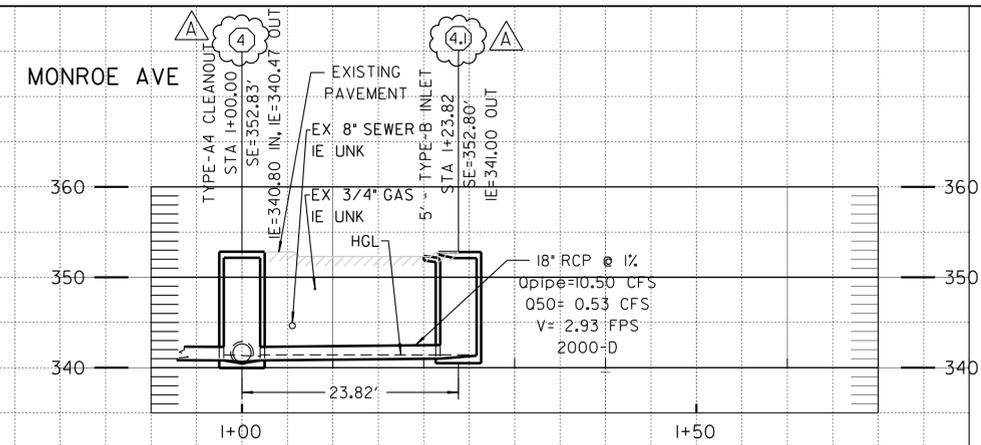


ALIGNMENT 1
(SEE PLAN ON SHEET 3)

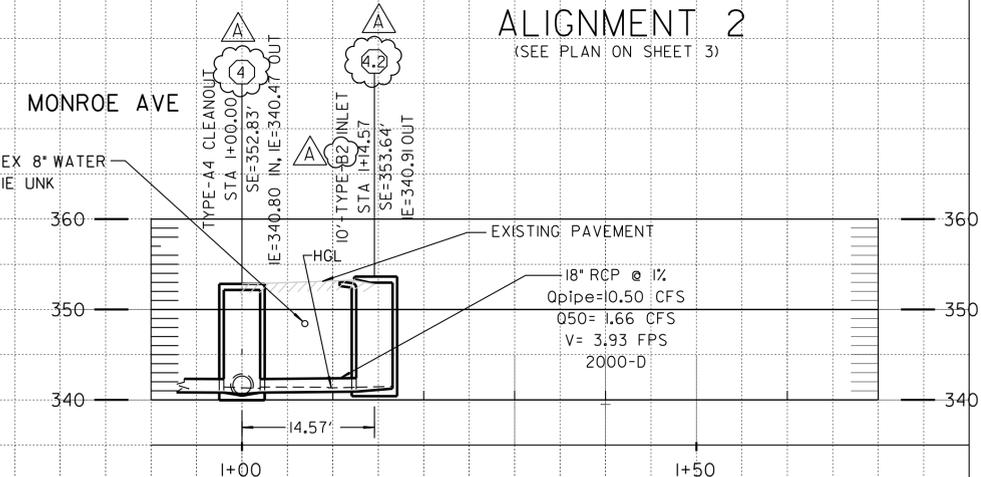
SCALE
1"=20' HORIZ.
1"=4' VERT.

ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS		
BEGINNING STA	ENDING STA	APPROXIMATE LF
STA 1+00	STA 7+21.53	621.53'
ESTIMATED PALEONTOLOGICAL MONITORING LIMITS		
BEGINNING STA	ENDING STA	APPROXIMATE LF
STA 1+00	STA 7+21.53	621.53'

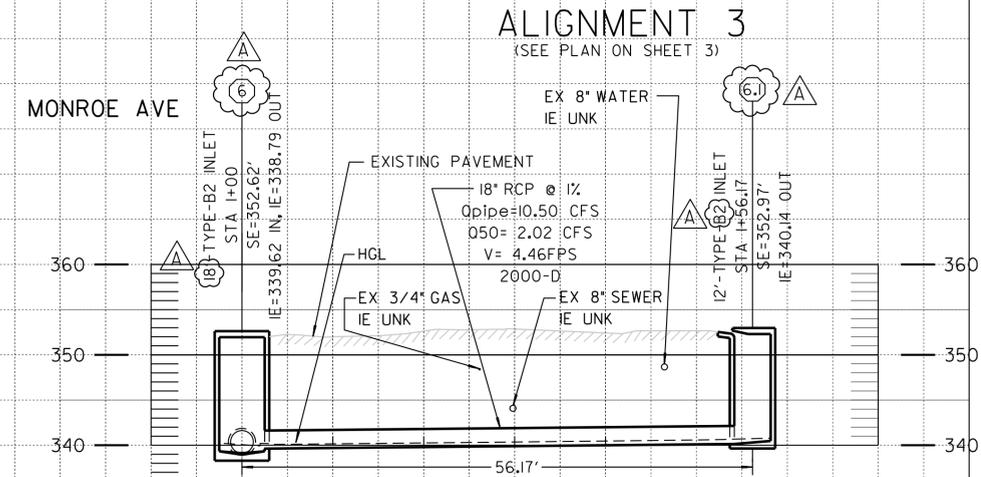
ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR(S) PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT



ALIGNMENT 2
(SEE PLAN ON SHEET 3)



ALIGNMENT 3
(SEE PLAN ON SHEET 3)



ALIGNMENT 4
(SEE PLAN ON SHEET 3)

SCALE
1"=10' HORIZ.
1"=10' VERT.

Alignment Name: 2
Alignment Description:
Alignment Style: Default
Station Northing Easting

Element: Linear
POB () 1+00.00 1857015.39 6301220.77
PI () 1+02.00 1857017.39 6301220.81
Tangential Direction: 0.02
Tangential Length: 2.00

Element: Linear
PI () 1+02.00 1857017.39 6301220.81
POE () 1+21.82 1857036.58 6301215.87
Tangential Direction: 6.03
Tangential Length: 19.82

Element: Linear
PI () 1+21.82 1857036.58 6301215.87
POE () 1+23.82 1857038.58 6301215.90
Tangential Direction: 0.02
Tangential Length: 2.00

Alignment Name: 3
Alignment Description:
Alignment Style: Default
Station Northing Easting

Element: Linear
POB () 1+00.00 1857015.39 6301220.77
PI () 1+02.00 1857013.39 6301220.74
Tangential Direction: 3.16
Tangential Length: 2.00

Element: Linear
PI () 1+02.00 1857013.39 6301220.74
PI () 1+21.57 1857005.27 6301213.98
Tangential Direction: 3.84
Tangential Length: 10.57

Element: Linear
PI () 1+21.57 1857005.27 6301213.98
POE () 1+41.57 1857003.27 6301213.96
Tangential Direction: 3.16
Tangential Length: 2.00

Alignment Name: 4
Alignment Description:
Alignment Style: Default
Station Northing Easting

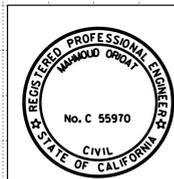
Element: Linear
POB () 1+00.00 1857037.07 6301310.03
PI () 1+02.50 1857037.02 6301312.53
Tangential Direction: 1.59
Tangential Length: 2.50

Element: Linear
PI () 1+02.50 1857037.02 6301312.53
PI () 1+54.17 1857002.75 6301351.20
Tangential Direction: 2.30
Tangential Length: 51.67

Element: Linear
PI () 1+54.17 1857002.75 6301351.20
POE () 1+56.17 1857000.75 6301351.17
Tangential Direction: 3.16
Tangential Length: 2.00

HIGHLAND & MONROE AVE STORM DRAIN
45TH STREET
45TH STREET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 5 OF 26 SHEETS		WBS NO: B-12096
APPROVED FOR CITY ENGINEER MAHMOUD ORIQAT PRINTED NAME	DATE 02/05/2019 RCE# C55970	SUBMITTED BY JASON GUISE PROJECT MANAGER
ORDERED BY RONALD FAMORCAN PROJECT ENGINEER	DESCRIPTION ORIGINAL	DATE 02/05/2019
BY AA	APPROVED [Signature]	DATE 07/21/2022
FILED	217-1739	CCS27 COORDINATE
	1857461-6301078	CCS83 COORDINATE
CONTRACTOR INSPECTOR	DATE STARTED	DATE COMPLETED
		39348-05-D



45TH STREET

C-4

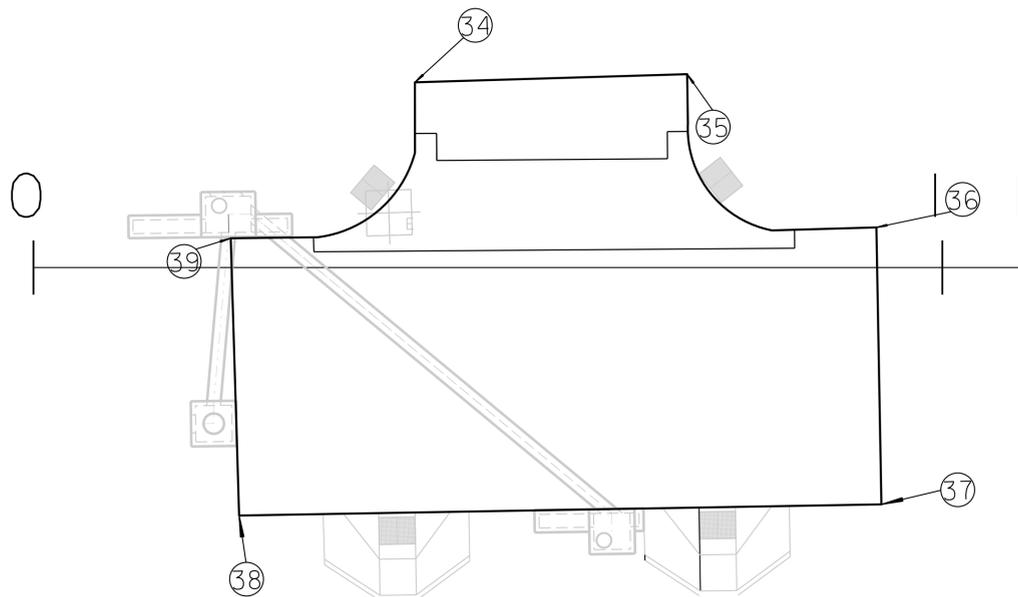
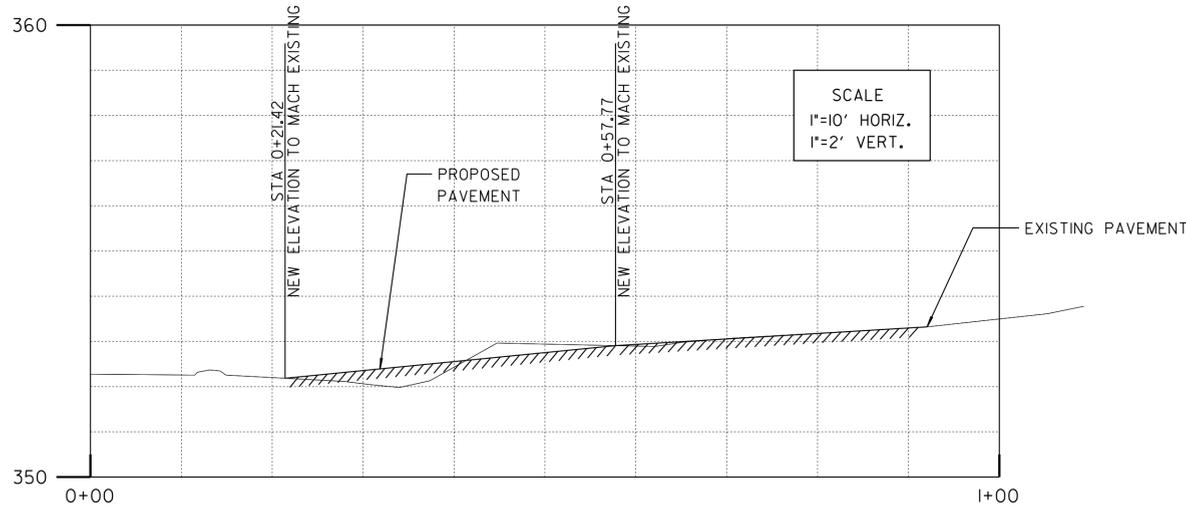
Horizontal Alignment Review Report
 Report Created: 5/25/2018
 Project: Repavement
 Description: Monroe Ave
 Input Grid Factor: 1.00000000 Note: All units in this report are in feet unless specified otherwise.

NO.	NORTHING	EASTING
64	1857051.06	6301330.99
65	1857051.06	6301360.96
66	1857033.49	6301381.26
67	1857002.84	6301380.89
68	1857003.74	6301310.22
69	1857034.42	6301310.22

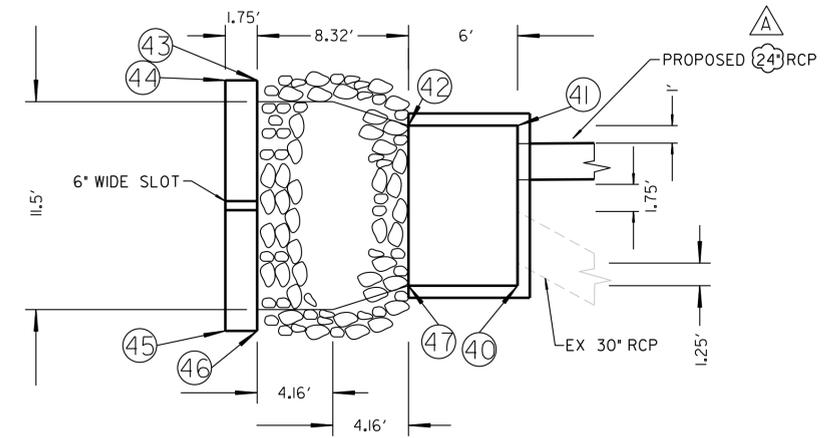
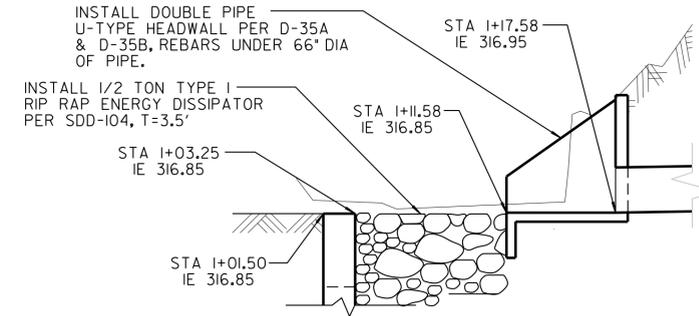
Alignment Name: I
 Alignment Description:
 Alignment Style: Default
 Station Northing Easting

Element: Linear
 POB () 0+00.00 1857031.84 6301288.43
 POE () 1+09.29 1857028.55 6301397.66
 Tangential Direction: 1.60
 Tangential Length: 109.29

NO.	NORTHING	EASTING
40	1857100.78	6301243.24
41	1857106.65	6301249.87
42	1857111.14	6301245.90
43	1857119.04	6301242.26
44	1857120.35	6301241.10
45	1857111.17	6301230.72
46	1857109.86	6301231.88
47	1857105.28	6301239.26



1 REPAVEMENT DETAILS
 SCALE: 1"=10'



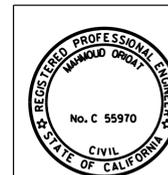
2 DISSIPATOR & HEADWALL DETAILS
 SCALE: 1"=5'

C-5

HIGHLAND & MONROE AVE STORM DRAIN
 MONROE AVE
 STA 1+00 TO 45TH ST

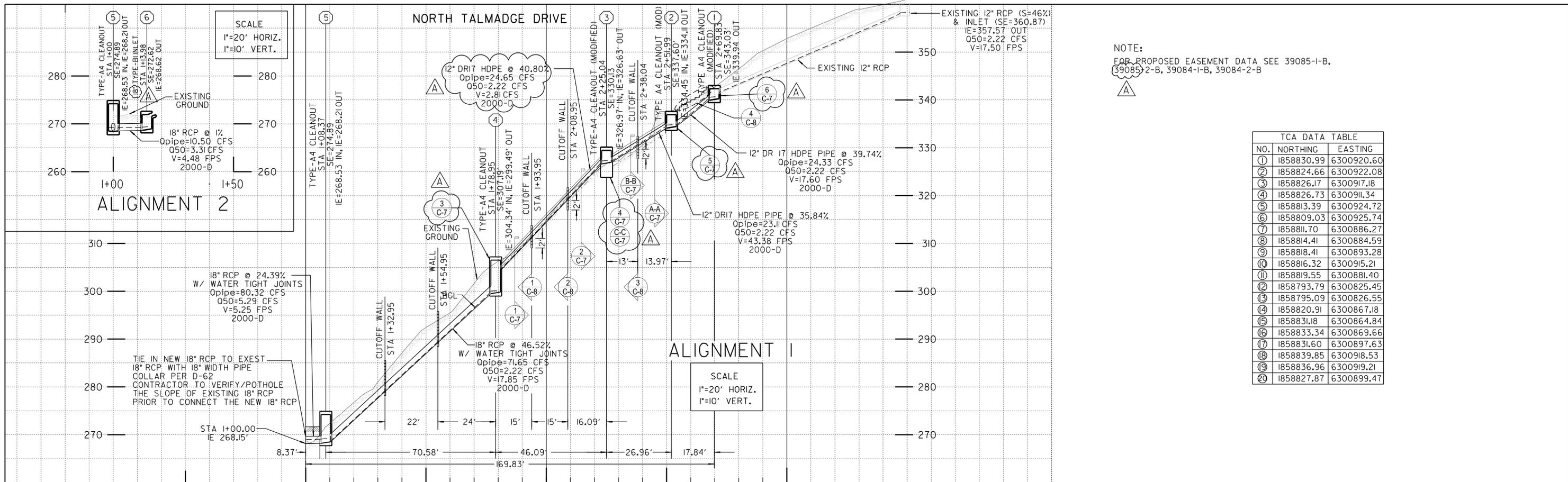
CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 6 OF 26 SHEETS

WBS NO: B-12096



APPROVED FOR CITY ENGINEER MAHMOUD ORIQAT DATE: 02/05/2019 RCE# C55970	DATE: 02/05/2019 RCE# C55970	PROJECT MANAGER JASON GUISE
PROJECT ENGINEER RONALD FAMORCAN	PROJECT ENGINEER 217-1739	PROJECT ENGINEER CCS27 COORDINATE
PROJECT ENGINEER 1857461-6301078	PROJECT ENGINEER CCS83 COORDINATE	PROJECT ENGINEER 39348-06-D

CONTRACTOR: _____ DATE STARTED: _____
 INSPECTOR: _____ DATE COMPLETED: _____

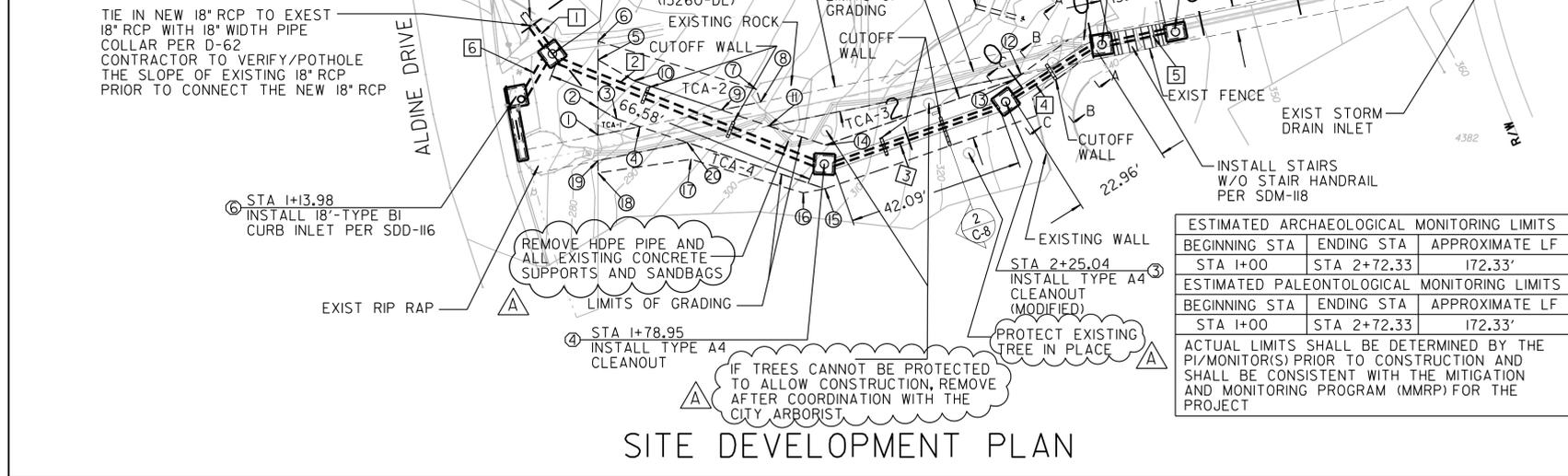


NOTE:
FOR PROPOSED EASEMENT DATA SEE 39085-I-B,
39085-2-B, 39084-I-B, 39084-2-B

TCA DATA TABLE		
NO.	NORTHING	EASTING
1	1858830.99	6300920.60
2	1858824.66	6300922.08
3	1858826.17	6300917.18
4	1858826.73	6300911.34
5	1858813.39	6300924.72
6	1858809.03	6300925.74
7	1858811.70	6300886.27
8	1858814.41	6300884.59
9	1858818.41	6300893.28
10	1858816.32	6300915.21
11	1858819.55	6300881.40
12	1858793.79	6300825.45
13	1858795.09	6300826.55
14	1858820.91	6300867.18
15	1858831.18	6300864.84
16	1858833.34	6300869.66
17	1858831.60	6300897.63
18	1858839.85	6300918.53
19	1858836.96	6300919.21
20	1858827.87	6300899.47

STRUCTURE DATA TABLE				
NO.	NORTHING	EASTING	LENGTH	REMARKS
1	1858774.73	6300792.18	--	PROP 3'x4' A4 CLEANOUT (MODIFIED)
2	1858782.35	6300808.31	--	PROPOSED A4 CLEANOUT (MODIFIED)
3	1858800.96	6300827.58	--	PROPOSED A4 CLEANOUT (MODIFIED)
4	1858825.45	6300866.35	--	PROPOSED A4 CLEANOUT
5	1858814.46	6300935.68	--	PROPOSED A4 CLEANOUT
6	1858826.36	6300941.71	--	PROPOSED 18" TYPE BI INLET

STORM DRAIN DATA TABLE				
NO.	BEARING	RADIUS	LENGTH	REMARKS
1	N 48° 58' 37" W	--	6.37'	18" RCP
2	N 81° 16' 17" W	--	66.58'	18" RCP
3	S 57° 33' 46" W	--	42.09'	12" HDPE
4	S 44° 38' 05" W	--	22.96'	12" HDPE
5	S 64° 14' 17" W	--	13.84'	12" HDPE
6	N 17° 07' 04" E	--	9.98'	18" RCP



ESTIMATED ARCHAEOLOGICAL MONITORING LIMITS			
BEGINNING STA	ENDING STA	APPROXIMATE LF	
STA I+00	STA 2+72.33	172.33'	
ESTIMATED PALEONTOLOGICAL MONITORING LIMITS			
BEGINNING STA	ENDING STA	APPROXIMATE LF	
STA I+00	STA 2+72.33	172.33'	

ACTUAL LIMITS SHALL BE DETERMINED BY THE PI/MONITOR PRIOR TO CONSTRUCTION AND SHALL BE CONSISTENT WITH THE MITIGATION AND MONITORING PROGRAM (MMRP) FOR THE PROJECT

Alignment Name: 1
Alignment Description:
Alignment Style: Default
Station Northing Easting

Element: Linear
PI(1)+00.00 1858809.02 6300942.02
PI(2)+06.37 1858813.20 6300937.23
Tangential Direction: 5.43
Tangential Length: 6.37

Element: Linear
PI(1)+06.37 1858813.20 6300937.23
PI(5)+08.37 1858814.46 6300935.68
Tangential Direction: 5.39
Tangential Length: 2.00

Element: Linear
PI(1)+08.37 1858814.46 6300935.68
PI(1)+10.37 1858815.72 6300934.13
Tangential Direction: 5.39
Tangential Length: 2.00

Element: Linear
PI(1)+10.37 1858815.72 6300934.13
PI(1)+76.95 1858825.83 6300868.32
Tangential Direction: 4.86
Tangential Length: 66.58

Element: Linear
PI(1)+76.95 1858825.83 6300868.32
PI(4)+78.95 1858825.45 6300866.35
Tangential Direction: 4.52
Tangential Length: 2.00

Element: Linear
PI(1)+78.95 1858825.45 6300866.35
PI(1)+80.95 1858825.07 6300864.39
Tangential Direction: 4.52
Tangential Length: 2.00

Element: Linear
PI(1)+80.95 1858825.07 6300864.39
PI(1)+23.04 1858802.49 6300828.87
Tangential Direction: 4.15
Tangential Length: 42.09

Element: Linear
PI(1)+23.04 1858802.49 6300828.87
PI(3)+25.04 1858800.96 6300827.58
Tangential Direction: 3.84
Tangential Length: 2.00

Element: Linear
PI(1)+25.04 1858800.96 6300827.58
PI(1)+27.04 1858799.43 6300826.29
Tangential Direction: 3.84
Tangential Length: 2.00

Element: Linear
PI(1)+27.04 1858799.43 6300826.29
PI(1)+49.99 1858783.10 6300810.16
Tangential Direction: 3.92
Tangential Length: 22.96

Element: Linear
PI(1)+49.99 1858783.10 6300810.16
PI(2)+51.99 1858782.35 6300808.31
Tangential Direction: 4.33
Tangential Length: 2.00

Element: Linear
PI(1)+51.99 1858782.35 6300808.31
PI(1)+53.99 1858781.59 6300806.46
Tangential Direction: 4.33
Tangential Length: 2.00

Element: Linear
PI(1)+53.99 1858781.59 6300806.46
PI(1)+67.83 1858775.58 6300793.99
Tangential Direction: 4.26
Tangential Length: 13.84

Element: Linear
PI(1)+67.83 1858775.58 6300793.99
PI(1)+69.83 1858774.73 6300792.18
Tangential Direction: 4.27
Tangential Length: 2.00

Element: Linear
PI(1)+69.83 1858774.73 6300792.18
PI(1)+71.83 1858773.87 6300790.38
Tangential Direction: 4.27
Tangential Length: 2.00

Element: Linear
PI(1)+71.83 1858773.87 6300790.38
PI(1)+76.95 1858775.58 6300793.99
Tangential Direction: 4.27
Tangential Length: 2.00

Element: Linear
PI(1)+76.95 1858775.58 6300793.99
PI(1)+79.83 1858774.73 6300792.18
Tangential Direction: 4.27
Tangential Length: 2.00

Element: Linear
PI(1)+79.83 1858774.73 6300792.18
PI(1)+83.98 1858826.36 6300941.71
Tangential Direction: 1.16
Tangential Length: 2.00

Element: Linear
PI(1)+83.98 1858826.36 6300941.71
PI(1)+85.98 1858825.55 6300939.88
Tangential Direction: 0.30
Tangential Length: 9.98

Element: Linear
PI(1)+85.98 1858825.55 6300939.88
PI(6)+13.98 1858826.36 6300941.71
Tangential Direction: 1.16
Tangential Length: 2.00

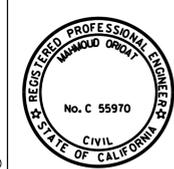
Element: Linear
PI(1)+13.98 1858826.36 6300941.71
PI(1)+15.98 1858827.17 6300943.54
Tangential Direction: 1.16
Tangential Length: 2.00

REFERENCE:
STORM DRAIN: 39085-I-B,
39081-2-B, 39084-I-B, 39084-2-B
THOMAS BROS.: 1269

RETIREMENTS:
18" FLEXIBLE HDPE - 150' - 2010
INLET - 4X4 - 1- 2010

HIGHLAND & MONROE AVE STORM DRAIN
NORTH TALMADGE DRIVE
ALDINE DR TO NORTH TALMADGE DR

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 7 OF 26 SHEETS		WBS NO: B-12096
APPROVED: <i>Mahmoud Oriqat</i> FOR CITY ENGINEER PRINTED NAME: MAHMOUD ORIQAT DATE: 02/05/2019 RCE#: C55970	DESIGNED BY: JASON GUISE PROJECT MANAGER	
DESIGNED BY: RONALD FAMORCAN PROJECT ENGINEER	DATE: 02/05/2019	
DESCRIPTION: ORIGINAL	BY: AA	DATE: 02/12/2022
DATE STARTED:	DATE COMPLETED:	
1857461-6301078 CCS83 COORDINATE		39348-07-D



Bid Results

Bidder Details

Vendor Name TC Construction Company, Inc.
Address 10540 Prospect Avenue Austin Cameron 619-726-7023
Santee, California 92071
United States
Respondee Elan Schier
Respondee Title Chief Estimator
Phone 619-448-4560
Email eschier@tcincsd.com
Vendor Type PQUAL, CADIR, MALE, CAU
License # 402459
CADIR 1000003132

Bid Detail

Bid Format Electronic
Submitted 08/09/2022 1:40 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 299148

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors Certification of Pending Actions.pdf	Contractors Certification of Pending Actions.pdf	CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS
Mandatory Disclosure.pdf	Mandatory Disclosure.pdf	MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM
Debarment Prime.pdf	Debarment Prime.pdf	DEBARMENT AND PRIME - SUSPENSION CERTIFICATION
Debarment Subcontractor.pdf	Debarment Subcontractor.pdf	SUBS, SUPPLIERS, MANUF. - DEBARMENT AND SUSPENSION CERTIFICATION
Bid Bond Highland & Monroe.pdf	Bid Bond Highland & Monroe.pdf	Bid Bond

Subcontractors

Showing 7 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
Dick Miller Inc. 930 Boardwalk, Suite H San Marcos, California 92078	Concrete Flatwork Constructor SLBE	380204	1000004547	\$79,065.00	CADIR, DVBE, SDVSB, SLBE, MALE, CAU, Local
Loveless Linton, Inc. Archaeological 1421 W. Lewis St San Diego, California 92103	Designer Archeo, Paleo, Cultural & Biological Monitoring SLBE	N/A	1000047263	\$96,108.50	DBE, MBE, CADIR, SDB, MALE, NAT, Local
Maxim Construction Company, Inc. 2107 Twisted Oak Lane Alpine, California 91901	Clearing, Grubbing & Tree Removal Constructor ELBE	1000689	1000048900	\$118,800.00	ELBE, DBE, CADIR, WOSB, FEM, Asian, Local
McGrath Consulting PO Box 2488 El Cajon, California 92021	WPCP Designer ELBE	N/A	1000037165	\$575.00	Local
RECON Environmental, Inc. 3111 Camino del Rio North Suite 600 San Diego, California 92108	Landscaping, Irrigation, 25 Month Revegetation, Maintenance & Monitoring Constructor	986458	1000004306	\$112,988.75	CADIR, Local
ROY ALLAN SLURRY SEAL, INC 11922 BLOOMFIELD AVE SANTA FE SPRINGS, California 9067	Slurry Seal Constructor	372798	1000001156	\$56,055.60	PQUAL, CADIR
Two Rivers Strategies 9820 Alto Dr. La Mesa, California 91941	Community Liaison Designer ELBE	N/A	1000871377	\$12,000.00	FEM, MBE, SDB, WBE, WOSB, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$1,788,816.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$14,000.00	\$14,000.00	Yes	
2	541820		Exclusive Community Liaison Services	LS	1	\$14,000.00	\$14,000.00	Yes	
3	238910		Disposal of Construction and Demolition Waste	LS	1	\$8,600.00	\$8,600.00	Yes	
4	541690		Archaeological and Native American Monitoring Program	LF	950	\$16.00	\$15,200.00	Yes	
5	541690		Paleontological Monitoring Program	LF	950	\$9.00	\$8,550.00	Yes	
6	541690		Suspension of Work - Resources	DAY	5	\$2,100.00	\$10,500.00	Yes	
7	541690		Archaeological and Native American Mitigation and Curation (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
8	541690		Paleontological Mitigation and Excavation (EOC Type I)	AL	1	\$10,000.00	\$10,000.00	Yes	
9	237110		Mobilization	LS	1	\$52,000.00	\$52,000.00	Yes	
10			Field Orders (EOC Type II)	AL	1	\$95,000.00	\$95,000.00	Yes	
11	237310		Reinforced Concrete Encasement	LS	1	\$13,000.00	\$13,000.00	Yes	
12	238910		Clearing and Grubbing	LS	1	\$95,000.00	\$95,000.00	Yes	
13	237310		Excavate and Export (Unclassified)	LS	1	\$21,000.00	\$21,000.00	Yes	
14	237310		Class 2 Aggregate Base	TON	140	\$43.00	\$6,020.00	Yes	
15	237310		Asphalt Pavement Repair (Outside of Trench)	TON	350	\$205.00	\$71,750.00	Yes	
16	237310		Rubber Polymer Modified Slurry (RPMS) Type I	SF	7560	\$1.25	\$9,450.00	Yes	
17	237310		Rubber Polymer Modified Slurry (RPMS) Type II	SF	41760	\$0.60	\$25,056.00	Yes	
18	237310		Rubber Polymer Modified Slurry (RPMS) Type III	SF	34200	\$0.70	\$23,940.00	Yes	
19	237310		Asphalt Concrete	TON	100	\$297.00	\$29,700.00	Yes	
20	237310		Concrete Steps	SF	70	\$175.00	\$12,250.00	Yes	
21	237110		Concrete Pipe Collar	EA	1	\$1,800.00	\$1,800.00	Yes	
22	237110		Wing and U Type Headwalls (Double Pipe)	EA	1	\$19,000.00	\$19,000.00	Yes	
23	237110		Cutoff Wall	EA	9	\$6,200.00	\$55,800.00	Yes	
24	237110		Curb Inlet (Type B) (5')	EA	1	\$13,000.00	\$13,000.00	Yes	
25	237110		Curb Inlet (Type B2) (10')	EA	1	\$16,000.00	\$16,000.00	Yes	
26	237110		Curb Inlet (Type B2) (12')	EA	1	\$16,000.00	\$16,000.00	Yes	
27	237110		Curb Inlet (Type B2) (14')	EA	1	\$12,000.00	\$12,000.00	Yes	
28	237110		Curb Inlet (Type B2) (18')	EA	1	\$18,000.00	\$18,000.00	Yes	
29	237110		Curb Inlet (Type B1) (18')	EA	1	\$14,000.00	\$14,000.00	Yes	
30	237110		Storm Drain Clean Out (Type A4)	EA	9	\$10,500.00	\$94,500.00	Yes	
31	237110		Storm Drain Clean Out (Type A) (3'x4' Modified with Lock and Ring Cover)	EA	1	\$11,000.00	\$11,000.00	Yes	
32	237110		Storm Drain Clean Out (Type A) (4'x4' Modified with Lock and Ring Cover)	EA	2	\$11,000.00	\$22,000.00	Yes	
33	237110		Rip Rap Energy Dissipator (Type 1) (with 1/2 Ton Rip Rap)	EA	1	\$3,900.00	\$3,900.00	Yes	
34	237110		Concrete Energy Dissipator (with 1/4 Ton Rip Rap) (24" Pipe)	EA	1	\$27,000.00	\$27,000.00	Yes	
35	238140		Brick Masonry Retaining Wall (Type C, SDRSD C-9, C-10)	LS	1	\$13,000.00	\$13,000.00	Yes	
36	237310		Remove and Replace Existing Sidewalk	SF	1000	\$15.00	\$15,000.00	Yes	
37	237310		Curb and Gutter (6 Inch Curb, Type H)	LF	75	\$62.00	\$4,650.00	Yes	
38	237310		Cross Gutter	SF	425	\$22.00	\$9,350.00	Yes	
39	237310		Residential Concrete Driveway (Removal and Replacement)	SF	200	\$36.00	\$7,200.00	Yes	
40	237310		Curb Ramp (Type B) with Stainless Steel Detectable Warning Tiles	EA	4	\$4,800.00	\$19,200.00	Yes	
41	237310		Curb Ramp (Type C1) with Stainless Steel Detectable Warning Tiles	EA	4	\$5,500.00	\$22,000.00	Yes	
42	237110		Removal or Abandonment of Existing Storm Drain Pipe	LF	458	\$10.00	\$4,580.00	Yes	
43	237110		Abandon and Fill Existing Storm Pipes Outside of the Trench Limit	LF	180	\$44.00	\$7,920.00	Yes	
44	237110		Storm Drain with Water Tight Joints (18 Inch, RCP) (2000-D)	LF	730	\$385.00	\$281,050.00	Yes	
45	237110		Storm Drain with Water Tight Joints (24 Inch, RCP) (2000-D)	LF	115	\$570.00	\$65,550.00	Yes	
46	237110		Storm Drain 18" SDR35 PS46 Flg Adapter w/ Bur, 18" SDR35 Adapter Flg w/ DI 150# Backup Ring	EA	1	\$5,000.00	\$5,000.00	Yes	
47	237110		Storm Drain 18" Flg x PE 45 Deg EL DR17 IPS, 18" IPS DR17 HDPE 2pc 45 Deg FL x PE w/ DI Backup Ring	EA	1	\$5,000.00	\$5,000.00	Yes	
48	237310		Temporary Resurfacing	TON	40	\$155.00	\$6,200.00	Yes	
49	237110		Imported Backfill	TON	240	\$140.00	\$33,600.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50	237110		Video Inspection of Pipelines and Culverts for Acceptance	LS	1	\$7,700.00	\$7,700.00	Yes	
51	237110		Fusible HDPE Pipe (12" IPS DR17)	LF	80	\$640.00	\$51,200.00	Yes	
52	237110		Fusible HDPE Pipe (18" IPS DR17)	LF	15	\$660.00	\$9,900.00	Yes	
53	238990		Video Recording of Existing Conditions	LS	1	\$4,000.00	\$4,000.00	Yes	
54	238910		Tree Removal and Disposal	LS	1	\$55,000.00	\$55,000.00	Yes	
55	541330		Traffic Control and Working Drawings	LS	1	\$40,000.00	\$40,000.00	Yes	
56	237310		Pedestrian Barricade - Type A	EA	1	\$1,200.00	\$1,200.00	Yes	
57	561730		Landscape and Irrigation per Revegetation Plans	LS	1	\$58,000.00	\$58,000.00	Yes	
58	237310		Construction Fencing and Access Route	LS	1	\$15,000.00	\$15,000.00	Yes	
59	541330		Biological Monitoring and Reporting	LS	1	\$58,000.00	\$58,000.00	Yes	
60	541330		25-Month Revegetation Maintenance and Monitoring Program	LS	1	\$77,000.00	\$77,000.00	Yes	
61	541330		WPCP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
62	237310		WPCP Implementation	LS	1	\$41,000.00	\$41,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,788,816.00
Grand Total	\$1,788,816.00