

City of San Diego

CONTRACTOR'S NAME: Hazard Construction Company
ADDRESS: 6465 Marindustry Drive, San Diego CA 92121
TELEPHONE NO.: 858-589-7360 Ext. 112 **FAX NO.:**
CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, **Email:** ASanfilippo@sandiego.gov
Phone No. (619) 533-3439
A. Mills / A. Jaro / M. L. Wenceslao

BIDDING DOCUMENTS



FOR

OTAY MESA TRUCK ROUTE PHASE IV

BID NO.: K-20-1717-DBB-3
SAP NO. (WBS/IO/CC): S-11060
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 8
PROJECT TYPE: ID
FEDERAL AID PROJECT NO.: HPLUL 5004(187)

THIS CONTRACT WILL BE SUBJECT TO THE FOLLOWING:

- FEDERAL EQUAL OPPORTUNITY CONTRACTING REQUIREMENTS.
- PREVAILING WAGE RATES: STATE FEDERAL
- APPRENTICESHIP
- THIS IS A FHWA FUNDED CONTRACT THROUGH THE DEPARTMENT OF TRANSPORTATION.

BID DUE DATE:

2:00 PM
OCTOBER 9, 2019

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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

DOMENIC LUPO

1) Registered Engineer

8/20/19

Date

Seal:



BRAD JOHNSON

2) For City Engineer

8/20/19

Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
1.	At Time of Bid	ALL BIDDERS	Bid Bond (PDF)
2.	At Time of Bid	ALL BIDDERS	Contractors Certification of Pending Actions
3.	At Time of Bid	ALL BIDDERS	Mandatory Disclosure of Business Interests
4.	At Time of Bid	ALL BIDDERS	Names of the Principal individual owner(s) of the Bidding Firm
5.	Within 24 Hours of Bid opening	ALL BIDDERS	Bid Bond (Original)
6.	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER	Contract Forms - Agreement
7.	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER	Contract Forms - Payment and Performance Bond
8.	Within 10 working days of receipt by bidder of contract forms	APPARENT LOW BIDDER	Certificates of Insurance and Endorsements

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
9.	At Time of Bid	ALL BIDDERS	Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29
10.	At Time of Bid	ALL BIDDERS	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports To the Equal Opportunity Clause and the Filing of Required Reports
11.	At Time of Bid	ALL BIDDERS	Public Contract Code Section 10162 Questionnaire
12.	At Time of Bid	ALL BIDDERS	Non-Lobbying Certification
13.	At Time of Bid	ALL BIDDERS	Lobby Prohibition, Certification and Disclosure
14.	At Time of Bid	ALL BIDDERS	Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
15.	At Time of Bid	ALL BIDDERS	Disclosure of Lobbying Activities
16.	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS	Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)
17.	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS	Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
18.	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS	Exhibit 15-H DBE Information – Good Faith Effort

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
19.	Within 4 working days of bid opening	ALL BIDDERS	Federal Good Faith Documentation
20.	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS	Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs.
21.	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS	Form AA61 – List of Work Made Available
22.	Prior to subcontracting work during construction.	AWARDED BIDDER	Exhibit 16-B Subcontracting Request
23.	Prior to the 15 th of every month.	AWARDED BIDDER	Exhibit 16-Z Monthly DBE Trucking Verification
24.	Within 90 calendar days of notice of completion.	AWARDED BIDDER	Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors
25.	Within 30 calendar days of notice of completion.	AWARDED BIDDER	Exhibit 17-O DBE Certification Status Change

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **Otay Mesa Truck Route Phase IV**. 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 **\$8,330,000**.
4. **BID DUE DATE AND TIME ARE: OCTOBER 9, 2019 AT 2:00 PM**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** The City has determined that the following licensing classification(s) are required for this contract: **A**
 - 6.1. **ADDITIONAL LICENSE REQUIREMENTS:** See Appendix F - 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 affirms that in any contract entered into pursuant to this advertisement, DBE firms will be afforded full opportunity to submit Bids in response to this invitation.
 - 7.2. This Federally assisted project includes subcontracting participation percentages for DBE participation. DBE goal commitments and Good Faith Efforts (GFE) shall be made prior to bidding. DBE commitments and GFE made after the Bid opening will not be considered for the Award of Contract.
 - 7.3. This project is subject to the federal equal opportunity regulations and the following requirements. The City reserves the right to audit the Contractor's compliance with the federal requirements set forth below.
 - 7.4. Following are federally subcontracting participation percentages for this contract. For the purpose of achieving the subcontractor participation percentage, Additive or Deductive, and Type II Allowance Bid Items will not be included in the calculation.
 - 7.5. **FHWA-CERTIFIED** DBE Bidder(s) shall meet the DBE goal or have a good faith effort. They receive no credit toward the goal for their own DBE status. The City has determined that the following goals shall apply to this project:

1. DBE Percentage 14%

The Contractor shall meet the Project specific goals for DBE's as outlined in the Specifications or satisfy GFE documentation requirements.

7.6. Bid may be **declared non-responsive** if the Bidder fails any of the following conditions:

1. Submission of GFE documentation, as specified in the Special Provisions.
2. Bidder's submission of Good Faith Effort documentation, saved in searchable Portable Document Format (PDF) and stored on Compact Disc (CD) or Digital Video Disc (DVD), demonstrating the Bidder made a good faith effort to outreach to and include DBE Subcontractors shall be submitted within **4 Working Days** of the Bid opening.

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 the City Attorney's Office.

8.4. The low Bid will be determined by Base Bid alone.

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

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

OR:

ASanfilippo@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 or emulsion aggregate slurry 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 2-4, "CONTRACT BONDS," 7-3, "LIABILITY INSURANCE," and 7-4 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, Attachment E, Appendix F.

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, EOCP compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
 - 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

2.7. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1. The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2. By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Contract Documents (which consist of the plans and specifications, drawings, forms, affidavits and the solicitation documents), and that by submitting the eBid as its bid proposal, the bidder acknowledges, agrees to and is bound by the entire Contract Documents, including any addenda issued thereto, and incorporated by reference in the Contract Documents.

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

3.4. The Bidder agrees to the construction of the project as described in Attachment "A-Scope of Work" for the City of San Diego, in accordance with the requirements set forth herein for the electronically submitted prices. The Bidder guarantees the Contract Price for a period of 120 days from the date of Bid opening. The duration of the Contract Price guarantee shall be extended by the number of days required for the City to obtain all items necessary to fulfill all conditions precedent.

4. BIDS ARE PUBLIC RECORDS: Upon receipt by the City, Bids shall become public records subject to public disclosure. It is the responsibility of the respondent to clearly identify any confidential, proprietary, trade secret or otherwise legally privileged information contained within the Bid. General references to sections of the California Public Records Act (PRA) will not suffice. If the Contractor does not provide applicable case law that clearly establishes that the requested information is exempt from the disclosure requirements of the PRA, the City shall be free to release the information when required in accordance with the PRA, pursuant

to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

5.1. Prior to the Award of the Contract or Task Order, you and your Subcontractors and Suppliers must register with the City's web-based vendor registration and bid management system. For additional information go to:

<http://www.sandiego.gov/purchasing/bids-contracts/vendorreg>

5.2. The City may not award the contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified in the Notice of Intent to Award letter, the City reserves the right to rescind the Notice of Award / Intent to Award and to make the award to the next responsive and responsible bidder / proposer.

6. JOINT VENTURE CONTRACTORS: Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 14 Calendar Days after receiving the Contract forms.

7. INSURANCE REQUIREMENTS:

7.1. All certificates of insurance and endorsements required by the contract are to be provided upon issuance of the City's Notice of Intent to Award letter.

7.2. Refer to sections 7-3, "LIABILITY INSURANCE", and 7-4, "WORKERS' COMPENSATION INSURANCE" of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction ("The GREENBOOK") http://www.greenbookspecs.org/	2015	PWPI070116-01
City of San Diego Standard Specifications for Public Works Construction ("The WHITEBOOK")* https://www.sandiego.gov/publicworks/edocref/greenbook	2015	PWPI070116-02
City of San Diego Standard Drawings* https://www.sandiego.gov/publicworks/edocref/standarddraw	2016	PWPI070116-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/publicworks/edocref/drawings	2016	PWPI092816-04

Title	Edition	Document Number
California Department of Transportation (CALTRANS) Standard Specifications – http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2018	PWPI030119-05
CALTRANS Standard Plans http://www.dot.ca.gov/des/oe/construction-contract-standards.html	2015	PWPI092816-06
California Manual on Uniform Traffic Control Devices Revision 1 (CA MUTCD Rev 1) - http://www.dot.ca.gov/trafficops/camutcd/	2014	PWPI092816-07
<p>NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/publicworks/edocref/index.shtml</p>		

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

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

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

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

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on additive or deductive alternate items, in addition to the above requirements, bidder shall further note "ALTERNATE" and alternate item number within the description.

13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

14. AWARD:

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

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

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

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

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

17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.

18. SAN DIEGO BUSINESS TAX CERTIFICATE: The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.

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

19.1. For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified

check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.

- 19.2. This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.
- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. Within twenty-four (24) hours after the bid due date and time, the first five (5) apparent low bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original within twenty-four (24) hours may cause the bid to be rejected and deemed **non-responsive**.

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

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

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

21. BID RESULTS:

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

22. THE CONTRACT:

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

- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.
- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 2-7, and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See The WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
- 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
- 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
- 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
- 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.

24.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).

24.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

25. PRE-AWARD ACTIVITIES:

25.1. The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified in the herein and in the Notice of Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.

25.2. The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND

FAITHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

Hazard Construction Company, a corporation, as principal, and Nationwide 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 Nine Million Nine Hundred Seventy Thousand One Hundred Fifty Dollars and Fifty-Seven Cents (\$9,970,150.57) for the faithful performance of the annexed contract, and in the sum of Nine Million Nine Hundred Seventy Thousand One Hundred Fifty Dollars and Fifty-Seven Cents (\$9,970,150.57) for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

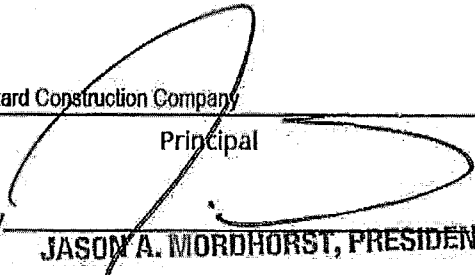
Changes in the terms of the annexed contract or specifications accompanying same or referred to therein shall not affect the Surety's obligation on this bond, and the Surety hereby waives notice of same.

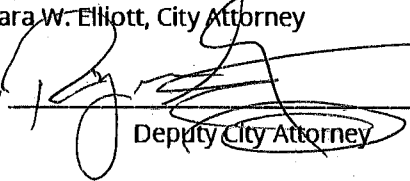
PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND (continued)

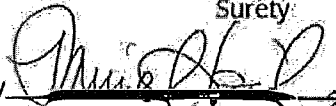
The Surety shall pay reasonable attorney's fees should suit be brought to enforce the provisions of this bond.

Dated November 27, 2019


Approved as to Form

Hazard Construction Company
Principal
By 
JASON A. MORDHORST, PRESIDENT
Printed Name of Person Signing for Principal

Mara W. Elliott, City Attorney
By 
Deputy City Attorney

Nationwide Mutual Insurance Company
Surety
By 
Minna Nuovola, Attorney-in-fact

Approved:

By 
Claudia C. Abarca
Deputy Director
Public Works Department

7777 Alvarado Rd, Suite 201
Local Address of Surety

La Mesa, CA 91942
Local Address (City, State) of Surety

619-668-6542
Local Telephone No. of Surety

Premium \$ 89,731.00

Bond No: SNN4014315

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Diego

On December 9, 2019 before me, Apryle Briede, Notary Public
Date NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared Jason A. Mordhorst
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.

Apryle Briede (SEAL)
NOTARY PUBLIC SIGNATURE



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

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

State of California
County of San Diego)

On November 27, 2019 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Minna Huovila, Tara Bacon, Kyle King, Dale Gene Harshaw, Geoffrey Shelton, John R. Qualin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this NOV 27 2019 day of

[Handwritten signature of Laura B. Guy]
Assistant Secretary

BDJ 1(02-19)00

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

- SCOPE OF WORK:** Otay Truck Route Phase IV provides for the construction of an additional travel lane to the existing truck route for the truck traffic entering the Otay Mesa Border Crossing POE and to provide a travel lane for Border Patrol and emergency vehicles. The project limit begins at La Media Road and ends at Drucker Lane. The Project proposes replacing existing roadway pavement and subgrade. K-rails are also added to maintain the lane assignments. The project also proposes improvements such as new storm drains and green infrastructure along Otay Truck Route.

The following items of work need to be completed within three months (63 Working Days) of NTP for Stage 1: clearing and grubbing, remove and replace subgrade, install retaining wall, salvage and reinstall fences, install new fence with slats, relocate parking lot lights, install parking lot curb and striping, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, install biofiltration basin, install decomposed granite, and construct curb and gutter on the north side of the Otay Truck Route and install and relocate k-rail and crash cushions to Stage 2 configuration .

10.2. The Work shall be performed in accordance with:

10.2.1. The Notice Inviting Bids and Plans numbered **37414-1-D** through **37414-29-D**, and **37414-T1-D** through **37414-T4-D**, inclusive.

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

Along the existing Otay Truck Route between La Media Road and Drucker Lane.

- CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **262 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C

RESERVED

ATTACHMENT D
FEDERAL HIGHWAY ADMINISTRATION (FHWA)
FUNDING AGENCY PROVISIONS

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

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

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

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

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

1.3. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals.

1.4. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

1.5. The Contractor shall provide written notification to the Director the Office of Federal Contract Compliance Programs within 10 Working Days of award of any Subcontract in excess of \$10,000 at any tier for Work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the Subcontract; estimated starting and completion dates of the

Subcontract; and the geographical area in which the subcontract is to be performed. The "covered area" is the City of San Diego.

2. NONDISCRIMINATION PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION CONTRACTS AND PROJECTS:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by, on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of worker with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, or of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and

the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. EQUAL OPPORTUNITY CLAUSES:

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

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

7. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (Executive Orders 11914 and 11250).
8. Women's Minority Business Enterprises, Executive Orders 11625, 12138 and 12432.
9. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

4. STANDARD FEDERAL EQUAL EMPLOYMENT SPECIFICATIONS:

- 4.1.** The Contractor is required to comply with the 16 "Standard Federal Equal Employment Specifications" located at 41 CFR 60-4.3 for federal and federally-assisted construction contracts in excess of \$10,000, set forth below.
- 4.2.** The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative actions steps at least as extensive as the following:
 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign 2 or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 3. Maintain a current file of the names, addresses and telephone numbers of each minority and female walk-in applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities, participate in training programs for the area, or both which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 1 above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreements; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignments, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, foreman, etc., prior to the initiation of Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and dispositions of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

5. VIOLATION OR BREACH OF REQUIREMENTS:

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

6. MONTHLY EMPLOYMENT UTILIZATION REPORTS:

- 6.1. Refer to GENERAL EQUAL OPPORTUNITY CONTRACTING PROGRAM REQUIREMENTS, CONSTRUCTION CONTRACTOR REQUIREMENTS in The WHITEBOOK and the following:
 1. State of California Department of Transportation Payroll Report. Due to the City weekly.

2. Federal and Non-Federal Work in San Diego County. Submit an updated list only if work is complete or new contracts have been awarded during the span of this project.

7. RECORDS OF PAYMENTS TO DBEs:

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

8. FEDERAL WAGE REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS:

- 8.1. The successful Bidder's work shall be required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 8.2. This Executive Order pertains to Equal Employment Opportunity regulations and contains significant changes to the regulations including new goals and timetables for women in construction and revised goals and time-tables for minorities in construction.
- 8.3. Minimum wage rates for this project have been predetermined by the Secretary of Labor and are set forth in the Decision of the Secretary and bound into the specifications book. Should there be any difference between the state or federal wage rates, including health and welfare funds for any given craft, mechanic, or similar classifications needed to execute the Work, it shall be mandatory upon the Contractor or subcontractor to pay the higher of the two rates.
- 8.4. The minimum wage rate to be paid by the Contractor and the Subcontractors shall be in accordance with the Federal Labor Standards Provisions and Federal Wage Rates (see Wage Rates below) and General Prevailing Wage Determination made by the State of California, Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1, whichever is higher.
- 8.5. A Contractor having 50 or more employees and its Subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the specifications.
- 8.6. To be eligible for award, each Bidder shall comply with the affirmative action requirements which are contained in the specifications.
- 8.7. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

9. 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.

9.1. 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.

9.1.1. 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.

9.1.2. 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.

9.2. 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.

- 9.3. 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.
- 9.3.1.** For contracts entered into on or after April 1, 2015, Contractor and their subcontractors shall furnish records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required by Labor Code section 1771.4.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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."
- 9.8. 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.

- 9.9. 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.
- 9.9.1.** 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.
- 9.9.2.** 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.
- 9.10. 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.
- 9.11. List of all Subcontractors.** The City may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Agreement at any time during performance of this contract, and Contractor shall provide the list within ten (10) working days of the City's request. Additionally, Contractor shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Contractor until at least 30 days after this information is provided to the City.

9.12. 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:

9.12.1. Registration. The Contractor will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

9.12.2. 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).

9.12.3. 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 9.11 above. (Labor code section 1773.3).

10. WAGE RATES: This contract shall be subject to the following Davis-Bacon Wage Decisions:

General Decision Number: CA20190001 05/03/2019

Superseded General Decision Number: CA20180001

State: California

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

County: San Diego County in California.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019

ASBE0005-002 07/01/2018

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 39.72	20.81
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 27.92	18.31

ASBE0005-004 07/02/2018

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 19.93	11.72

BOIL0092-003 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 44.07	33.52

BRCA0004-008 11/01/2017

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 37.46	16.69

BRCA0018-004 07/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 30.93	12.95
TILE FINISHER.....	\$ 25.98	11.23
TILE LAYER.....	\$ 37.76	16.37

BRCA0018-010 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 29.75	12.91
TERRAZZO WORKER/SETTER.....	\$ 36.75	13.82

 CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "Rates" column are per day

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 CARP0547-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Bridge.....	\$ 42.34	19.17
(2) Commercial Building....	\$ 37.11	19.17
(3) Heavy & Highway.....	\$ 42.21	19.17
(4) Residential Carpenter..	\$ 29.69	19.17
(5) Residential Insulation Installer.....	\$ 18.00	8.16
MILLWRIGHT.....	\$ 48.71	19.17
PILEDRIVERMAN.....	\$ 42.34	19.17

 CARP0547-002 07/01/2017

	Rates	Fringes
Drywall		
(1) Work on wood framed construction of single family residences, apartments or condominiums under four stories		
Drywall Installer/Lather...	\$ 22.95	18.85
Drywall Stocker/Scrapper...	\$ 12.50	12.27
(2) All other work		
Drywall Installer/Lather...	\$ 32.00	17.63
Drywall Stocker/Scrapper...	\$ 12.50	12.27

 ELEC0569-001 06/04/2018

	Rates	Fringes
Electricians (Tunnel Work)		
Cable Splicer.....	\$ 50.81	3%+13.63
Electrician.....	\$ 50.06	3%+13.63
Electricians: (All Other Work, Including 4 Stories Residential)		
Cable Splicer.....	\$ 45.25	3%+13.63
Electrician.....	\$ 44.50	3%+13.63

ELEC0569-004 06/04/2018

	Rates	Fringes
ELECTRICIAN (Sound & Communications Sound Technician).....	\$ 31.75	3%+11.78
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.		

ELEC0569-005 06/04/2018

	Rates	Fringes
Sound & Communications		
Sound Technician.....	\$ 31.75	3%+11.78
SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, freuency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work -		

transmission, service and maintenance of background music.
 All of the above shall include the installation and
 transmission over fiber optics.

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

 ELEC0569-006 10/01/2018

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

	Rates	Fringes
Traffic signal, street light and underground work		
Utility Technician #1.....	\$ 32.44	8.67
Utility Technician #2.....	\$ 27.05	8.51

STREET LIGHT & TRAFFIC SIGNAL WORK:

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

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

 ELEC0569-008 06/04/2018

	Rates	Fringes
ELECTRICIAN (Residential, 1-3 Stories).....	\$ 33.38	3%+6.61

 ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes,		

trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 45.36	16.24
(3) Groundman.....	\$ 34.68	15.86
(4) Powderman.....	\$ 49.55	3%+17.65

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

ELEV0018-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.58	34.125

FOOTNOTE:

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

ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 45.30	25.25
GROUP 2.....	\$ 46.08	25.25
GROUP 3.....	\$ 46.37	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 48.08	25.25
GROUP 8.....	\$ 48.19	25.25
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 48.31	25.25
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25

GROUP 25.....	\$ 49.98	25.25
OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

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

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

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU

side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

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

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

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

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1

drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine

tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

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

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

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

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

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

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

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

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

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

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

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

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

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

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

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

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

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

GROUP 2: Truck crane oiler

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

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

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

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

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

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

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

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

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

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

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

TUNNEL CLASSIFICATIONS

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

GROUP 2: Power-driven jumbo form setter operator

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

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

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

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

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

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

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

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34.T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of

the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

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

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

Rates Fringes

OPERATOR: Power Equipment
 (DREDGING)

(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 32.58	23.41
Ornamental, Reinforcing and Structural.....	\$ 39.00	32.05

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

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

\$4.00 additional per hour at the following locations:

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

\$2.00 additional per hour at the following locations:

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

LABO0089-001 07/01/2018

	Rates	Fringes
LABORER (BUILDING and all other Residential Construction)		
Group 1.....	\$ 31.31	19.29
Group 2.....	\$ 31.99	19.29
Group 3.....	\$ 32.70	19.29
Group 4.....	\$ 33.50	19.29
Group 5.....	\$ 35.43	19.29

LABORER (RESIDENTIAL
CONSTRUCTION - See definition

below)

(1) Laborer.....	\$ 27.32	18.11
(2) Cleanup, Landscape, Fencing (Chain Link & Wood).	\$. 26.03	18.11

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

LABORER CLASSIFICATIONS

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

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

GROUP 3: Buggymobile; Concrete cutting torch; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2 1/2 feet drill steel or longer; Dri Pak-it machine; High sealer (including drilling of same); Hydro seeder and similar type; Impact wrench, mult-plate; Kettleman, potmen and mean applying asphalt, lay-kold, creosote, line caustic and similar type materials (applying means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operators of pneumatic, gas,

electric tools, vibratring machines, pavement breakers, air blasting, come-along, and similar mechanical tools not separately classified herein; Pipelayers back up man coating, grouting, making of joints, sealing, caulking, diapering and inclduing rubber gasket joints, pointing and any and all other services; Rotary Scarifier or multiple head concrete chipping scaarifier; Steel header board man and guideline setter; Tampers, Barko, Wacker and similar type; Trenching machine, handpropelled

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

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

LABO0089-002 11/01/2018

	Rates	Fringes
LABORER (MASON TENDER).....	\$ 31.00	17.44

LABO0089-004 07/01/2017

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
Laborers:		
Group 1.....	\$ 31.63	18.58
Group 2.....	\$ 32.09	18.58
Group 3.....	\$ 32.50	18.58

Group 4.....	\$ 33.34	18.58
Group 5.....	\$ 37.46	18.58

LABORER CLASSIFICATIONS

GROUP 1: Laborer: General or Construction Laborer, Landscape Laborer. Asphalt Rubber Material Loader. Boring Machine Tender (outside), Carpenter Laborer (cleaning, handling, oiling & blowing of panel forms and lumber), Concrete Laborer, Concrete Screeding for rough strike-off, Concrete water curing. Concrete Curb & Gutter laborer, Certified Confined Space Laborer, Demolition laborer & Cleaning of Brick and lumber, Expansion Joint Caulking; Environmental Remediation, Monitoring Well, Toxic waste and Geotechnical Drill tender, Fine Grader, Fire Watcher, Limbers, Brush Loader, Pilers and Debris Handlers. flagman. Gas Oil and Water Pipeline Laborer. Material Hoseman (slabs, walls, floors, decks); Plugging, filling of shee bolt holes; Dry packing of concrete and patching; Post Holer Digger (manual); Railroad maintenance, repair trackman, road beds; Rigging & signaling; Scaler, Slip-Form Raisers, Filling cracks on any surface, tool Crib or Tool House Laborer, Traffic control (signs, barriers, barricades, delineator, cones etc.), Window Cleaner

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

GROUP 3: Asphalt, installation of all frabrics; Buggy Mobile Man, Bushing hammer; Compactor (all types), Concrete Curer - Impervious membrane, Form Oiler, Concrete Cutting Torch, Concrete Pile Cutter, Driller/Jackhammer with drill steel 2 1/2 ft or longer, Dry Pak-it machine, Fence erector including manual post hole digging, Gas oil or water Pipeline Wrapper - 6 ft pipe and over, Guradrail erector, Hydro seeder, Impact Wrench man (multi plate), kettleman-Potman Hot Mop includes applying Asphalt,

Lay-Kold, Creosote, lime caustic and similar types of materials (dipping, brushing or handling) and waterproofing. Laser Beam in connection with Laborer work. High Scaler, Operators of Pneumatic Gas or Electric Tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools, Remote-Controlled Robotic Tools in connection with Laborers work. Pipelayer Backup Man (Coating, grouting, making of joints, sealing, caulking, diapering including rubber gasket joints, pointing and other services). Power Post Hole Digger, Rotary Scarifier (multiple head concrete chipper scarifier), Rock Slinger, Shot Blast equipment (8 to 48 inches), Steel Headerboard Man and Guideline Setter, Tamper/Wacker operator and similar types, Trenching Machine hand propelled.

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

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

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

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

LABO0345-001 07/01/2018

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 42.18	18.27
GROUP 2.....	\$ 41.23	18.27
GROUP 3.....	\$ 37.69	18.27

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

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2018

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 35.70	14.03
(2) Vehicle Operator/Hauler.	\$ 35.87	14.03
(3) Horizontal Directional Drill Operator.....	\$ 37.72	14.03
(4) Electronic Tracking Locator.....	\$ 39.72	14.03
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 35.86	16.21
GROUP 2.....	\$ 37.16	16.21
GROUP 3.....	\$ 39.17	16.21
GROUP 4.....	\$ 40.91	16.21

LABORERS - STRIPING CLASSIFICATIONS

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

operation of all related machinery and equipment; equipment repair technician

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

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

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

LABO1414-003 08/08/2018

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 33.82	19.40
PLASTER TENDER.....	\$ 36.37	19.40

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

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

PAIN0036-001 07/01/2018

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San		

Diego County).....	\$ 27.59	14.92
(2) All Other Work.....	\$ 31.12	15.04

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

PAIN0036-010 10/01/2018

	Rates	Fringes
DRYWALL FINISHER/TAPER		
(1) Building & Heavy Construction.....	\$ 33.39	16.80
(2) Residential Construction (Wood frame apartments, single family homes and multi-duplexes up to and including four stories).....	\$ 24.02	17.01

PAIN0036-012 10/01/2018

	Rates	Fringes
GLAZIER.....	\$ 43.55	19.72

PAIN0036-019 01/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 31.02	14.37

PLAS0200-005 08/01/2018

	Rates	Fringes
PLASTERER.....	\$ 36.86	18.00

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

PLAS0500-001 07/01/2018

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

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

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

GROUP 2: Work classified as type I and II construction

GROUP 3: All other work

 PLUM0016-006 09/01/2018

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER		
Camp Pendleton.....	\$ 54.63	22.16
Plumber and Pipefitter All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 50.13	22.16
Work ONLY on new additions and remodeling of commercial buildings, bars, restaurants, and stores not to exceed 5,000 sq. ft. of floor space.....	\$ 48.58	21.18
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 37.10	19.51

 PLUM0016-011 09/01/2018

	Rates	Fringes
PLUMBER/PIPEFITTER		
Residential.....	\$ 40.23	18.08

 * PLUM0078-001 09/01/2018

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 46.88	26.47

Sewer & Storm Drain Work.....	\$ 46.88	26.47
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 ROOF0045-001 07/01/2018

	Rates	Fringes
ROOFER.....	\$ 31.00	8.62

 SFCA0669-001 04/01/2018

	Rates	Fringes
SPRINKLER FITTER.....	\$ 40.57	21.18

 SHEE0206-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER		
Camp Pendleton.....	\$ 38.88	26.52
Except Camp Pendleton.....	\$ 36.88	26.52
Sheet Metal Technician.....	\$ 27.70	8.43

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

 TEAM0166-001 07/03/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.90	34.69
GROUP 2.....	\$ 23.49	34.69
GROUP 3.....	\$ 23.69	34.69
GROUP 4.....	\$ 23.89	34.69
GROUP 5.....	\$ 24.09	34.69
GROUP 6.....	\$ 24.59	34.69
GROUP 7.....	\$ 26.09	34.69

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Fuel Man, Swamper

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

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

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

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

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

GROUP 7: Repairman

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION

11. FEDERAL LABOR STANDARDS PROVISIONS:

APPLICABILITY: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions (Office of the Secretary of Labor 29 CFR 5) are included in this Contract pursuant to the provisions applicable to such Federal assistance.

SECTION A.

1. Minimum Wages.

- (i) All laborers and mechanics employed or working upon the site of the work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Federal Agency or its designee shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal Agency or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

- (i)** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)** **(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal

Agency or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Agency or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to the Federal Agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or, owner).

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

- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Agency or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, Federal agency or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance With Copeland Act Requirements.**

The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.**

The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.59(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate

instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination; Debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)..
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

SECTION B. The provisions of this section B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Contract Work Hours and Safety Standards Act.

- (i) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

- (ii) Violation; Liability For Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (B)(1)(i) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (B)(1)(i) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (B)(1)(i) of this section.
 - (iii) Withholding For Unpaid Wages And Liquidated Damages.** The Federal Agency or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (B)(1)(ii) of this section.
 - (iv) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1)(i) through (B)(1)(iv) of this section.
- 2.** In addition to the clauses contained in Section B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

SECTION C.

1. Compliance Verification.

- (i)** The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. Use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from the funding agency upon request.
- (ii)** The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (iii)** The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the Recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (iv)** The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in subsection (ii) and (iii) above.

- (v) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the funding agency DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

12. AGENCY SPECIFIC PROVISIONS:

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

12.1. FHWA Requirements (Contracts via Caltrans):

12.1.1. The Bidders' attention is directed to the provisions in Section 2, "Bidding", of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

12.1.2. Bidders shall be fully informed with respect to the requirements of the DBE Regulations and take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunity to participate in the contract.

12.1.3. The Contractors are encouraged to take positive steps to diversify and expand their subcontractor solicitation base and to offer contracting opportunities to all eligible DBE certified Subcontractors. To support its Equal Opportunity Contracting commitment, the City has implemented a project specific goal methodology required for all Caltrans funded projects.

12.1.4. See the Notice Inviting Bids for the Subcontracting Participation requirements.

12.1.5. The Bidder's attention is directed to the provisions in Section 5, "Control of Work," of the Caltrans Standard Specifications and conditions which the bidder must observe in the preparation of and the submission of the bid.

13. GOOD FAITH EFFORT DOCUMENTATION SUBMITTALS:

13.1. The affirmative GFE steps documentation shall be submitted **within 4 Working Days of the Bid Opening**. If this documentation is not submitted when due, the City will declare the Bid **non-responsive** and reject it.

13.2. The required documentation shall be submitted and logged in at the following address:

CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101
SUBJECT: AFFIRMATIVE GOOD FAITH EFFORT DOCUMENTATION
BID NO. K-20-1717-DBB-3

13.3. The Contractor shall maintain the records documenting compliance with requirements including documentation of its GFE and data relied upon in formulating its fair share objectives.

14. FORMS:

14.1. The Contractor shall demonstrate that efforts were made to attract DBEs on this contract. The Contractor and Subcontractors shall take the steps listed in these specifications to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. In addition to the specified GFE documentation, the Bidder shall submit the following forms.

14.1.1. The following forms shall be completed and submitted within **4 Working Days of the Bid opening by 4:00 PM**. Failure to include any of the forms shall cause the Bid to be deemed **non-responsive**.

1. Form AA61 List of Work Made Available
2. Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE)
3. Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
4. Exhibit 15-H DBE Information-Good Faith Efforts

14.1.2. The following additional forms shall be submitted in accordance with the Caltrans Standard Specifications as indicated within Section 12 "AGENCY SPECIFIC PROVISIONS".

1. Exhibit 16-B Subcontracting Request
2. Exhibit 16-Z Monthly DBE Trucking Verification
3. Exhibit 17-F Final Report - Utilization of DBE, First Tier Subcontractors
4. Exhibit 17-O DBE Certification Status Change
5. FHWA PR-1391

FUNDING AGENCY PROVISIONS

FORMS

LIST OF WORK MADE AVAILABLE

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

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

Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.

Distribution: Original-Local Agency File

Exhibit 12-B (Optional Form): Bidder's List of Subcontractors (DBE and Non-DBE) Part 2

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts may be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm>

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information may be used by the local agency to track each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater). **Photocopy this form for additional firms.** Federal Project Number: _____

Subcontractor Name and Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
Name:							<\$1 million
City, State:							<\$5 million
							<\$10 million
							<\$15 million
							Age of Firm: ___ yrs.
Name:						<\$1 million	
City, State:						<\$5 million	
						<\$10 million	
						<\$15 million	
						Age of Firm: ___ yrs.	
Name:						<\$1 million	
City, State:						<\$5 million	
						<\$10 million	
						<\$15 million	
						Age of Firm: ___ yrs.	
Name:						<\$1 million	
City, State:						<\$5 million	
						<\$10 million	
						<\$15 million	
						Age of Firm: ___ yrs.	
Name:						<\$1 million	
City, State:						<\$5 million	
						<\$10 million	
						<\$15 million	
						Age of Firm: ___ yrs.	
Name:						<\$1 million	
City, State:						<\$5 million	
						<\$10 million	
						<\$15 million	
						Age of Firm: ___ yrs.	

Distribution: Original-Local Agency File

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				\$ _____ % _____
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.				
16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____				

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 13. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 14. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 15. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 16. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 17. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 18. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 20. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 21. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 22. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 23. Bid Opening Date** - Enter the date contract bids were opened.
- 24. Contract Award Date** - Enter the date the contract was executed.
- 25. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 26. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 27. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 28. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 29. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 16-B SUBCONTRACTING REQUEST

CONTRACTOR NAME				COUNTY	ROUTE	
BUSINESS ADDRESS				CONTRACT NUMBER		
CITY AND STATE			ZIP CODE	FEDERAL-AID PROJECT NUMBER		
A. SUBCONTRACTOR (Name, Business Address, Phone)	B. BID ITEM NUMBER (S)	C. PERCENTAGE OF BID ITEM SUBCONTRACTED	D. SUB LISTED AT BID TIME	E. CERTIFIED DBE	F. DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	G. DOLLAR AMOUNT BASED ON THE BID AMOUNT
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		
			Yes No <input type="checkbox"/> <input type="checkbox"/>	Yes No <input type="checkbox"/> <input type="checkbox"/>		

I certify that:

- The Standard Provisions for labor set forth in the contract apply to the subcontracted work
- If applicable, Form FHWA- 1273 of the Special Provisions have been inserted in the subcontracts and should be incorporated in any lower-tier subcontract. Written contracts have been executed for the above noted subcontracted work.

Contractor Signature	Date
----------------------	------

This section is to be completed by the resident engineer

1. Total of bid items	\$	
2. Contractor must perform with own forces (lines 1 X contract req. %) _____	\$	
3. Bid items previously subcontracted	\$	
4. Bid items subcontracted (this request)	\$	
5. Total bid items subcontracted (lines 3 + 4)	\$	
6. Balance of work contractor to perform (lines 1 minus 5)	\$	

Approved	
RESIDENT ENGINEER'S SIGNATURE	DATE

Copy Distribution : Original-Contractor Copy- Resident Engineer Copy- OBEO- smallbusinessadvocate@dopt.ca.gov or fax to (916) 324-1949

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All first-tier subcontractors must be included on a subcontractor request

Before subcontracting work starts, the contractor will submit an original CEM-1201 for approval according to the Standard Specifications. After approval, the RE returns the original to the contractor and complete the remaining distribution as listed on the bottom of the form.

D. If subcontractor was listed at bid time per the Fair Practices Act, check yes, otherwise check no.

E. If subcontractor is a certified DBE contractor, check yes, otherwise check no.

F and G. When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

G. When an entire item is subcontracted, show the full bid item value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF SUBCONTRACTORS AND UDBE, DVBE OR SMALL BUSINESS ENTITY

Exhibit 16-Z1 Monthly DBE Trucking Verification

Contract No.			Month			Year	
Truck Owner	DBE Cert No.	Company Name and Address	Truck No.	California Highway Patrol CA. No.	Commission of Amount Of Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
------------------	------------------	--------------------

*Upon Request all Lease Agreements Shall be made available, in accordance with the special Provisions

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
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MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		

15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____ 16. TOTAL _____

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT					
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED					
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CERTIFICATION STATUS CHANGE**

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

FEDERAL-AID HIGHWAY CONSTRUCTION CONTRACTORS ANNUAL EEO REPORT

1. MARK APPROPRIATE BOX <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	2. COMPANY NAME, CITY, STATE _____	3. PROJECT NUMBER: _____	4. DOLLAR AMOUNT OF CONTRACT _____	5. PROJECT LOCATION (County and State) _____
---------------------------------------------------------------------------------------------------------------------	----------------------------------------------	------------------------------------	----------------------------------------------	--------------------------------------------------------

This collection of information is required by law and regulation 23 U.S.C. 140a and 23 CFR Part 230. The OMB control number for this collection is 2125-0019 expiring in March, 2016

6. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20 (INSERT YEAR)

JOB CATEGORIES	TABLE A																TABLE B					
	TOTAL EMPLOYED		TOTAL/RACIAL/ ETHNIC MINORITY		BLACK OR AFRICAN AMERICAN		HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		TWO OR MORE RACES		WHITE		APPRENTICES		ON THE JOB TRAINEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS																						
SUPERVISORS																						
FOREMEN/WOMEN																						
CLERICAL																						
EQUIPMENT OPERATORS																						
MECHANICS																						
TRUCK DRIVERS																						
IRONWORKERS																						
CARPENTERS																						
CEMENT MASONS																						
ELECTRICIANS																						
PIPEFITTER/PLUMBERS																						
PAINTERS																						
LABORERS-SEMI SKILLED																						
LABORERS-UNSKILLED																						
TOTAL																						
TABLE C (Table B data by racial status)																						
APPRENTICES																						
OJT TRAINEES																						
8. PREPARED BY: (Signature and Title of Contractors Representative)									9. DATE			10. REVIEWED BY (Signature and Title of State Highway Official)									11. DATE	

LOCAL AGENCY NOTIFICATION TO CONTRACTOR

INSTRUCTIONS FOR COMPLETING

FEDERAL HIGHWAY ADMINISTRATION (FHWA) PR-1391 FORM

The FHWA PR-1391 form shall be used to report the number of minority and non-minority employees by gender employed in each work classification on a Federal-aid contract. The "Job Categories" column is used to identify work classification. When identifying work classifications, use only the categories listed on the form. Miscellaneous job categories are to be incorporated in the most appropriate category listed on the form.

WHO MUST REPORT:

Each prime contractor and subcontractor regardless of tier who has a Federal-aid contract exceeding \$10,000 must report.

REPORT DATA:

Each contractor is to collect data of the number of project personnel who worked all or any part of the last full week of July. Contractors who do not perform any work during the last full week of July must write "Not Applicable" across the form, sign, date and return.

DUE DATE:

Due on or before the 12th of August to the Local Agency Resident Engineer. The Local Agency Resident Engineer must submit the report to the District Local Assistance Engineer by August 26th.

DEFINITION OF TERMS:

OFFICIALS (Managers): Officers, project engineers, superintendents, etc., who have management-level responsibility and authority.

SUPERVISORS: All levels for project supervision, if any, between management and foremen levels.

FOREMEN/WOMEN: Men and women in direct charge of crafts workers and laborers performing work on the project.

MECHANICS: Equipment service and maintenance personnel.

LABORERS, SEMI-SKILLED: All laborers classified by specialized type of work.

LABORERS, UNSKILLED: All non-classified laborers.

OTHERS: Miscellaneous job classifications are to be incorporated in the most appropriate category listed on the form. All employees on the project should be accounted for.

BLOCK ENTRIES

- CHECK APPROPRIATE BLOCK – Check only one box.
 - COMPANY NAME, CITY, STATE – Enter the firm’s name, city or town, and state. Do not abbreviate.
- (3) PROJECT NUMBER – Enter all Federal-aid project number(s) associated with the contract number. (If you are a subcontractor and do not know the Federal-aid project number, contact the prime contractor).
- (4) DOLLAR AMOUNT OF CONTRACT – Enter dollar amount of contract, including amended amounts.
- I. PROJECT LOCATION – Enter all county(ies) and state(s) associated with the contract number. (If you are a subcontractor and do not know the county(ies) and state(s), contact the prime contractor).
- II. WORKFORCE ON FEDERAL-AID AND CONSTRUCTION SITE(S) DURING LAST FULL PAY PERIOD ENDING IN JULY 20__ (INSERT YEAR) – Enter the last two digits of the calendar year you are reporting data for.

TABLE A – Enter number of employee(s) based on race, gender and job category during the reporting period.

TABLE B – Enter number of apprentice(s) and on-the-job trainee(s) based on gender and job category during the reporting period.

TABLE C – enter number of apprentice(s) and on-the-job trainee(s) based on race and gender during the reporting period.

1. PREPARED BY – Signature and Title of Contractor’s Representative certifying the reported data to be true.
2. DATE – Enter the date the Contractor’s Representative signed this form.
3. REVIEWED BY – Signature and Title of Local Agency Official reviewing data.
4. DATE – Enter the date the Local Agency Official signed this form.

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Workers' Compensation Insurance

THIS IS TO CERTIFY that the following policy has been issued by the below stated company in conformance with the requirements of Section 7-1.12B (1)(a) "Workers' Compensation", of the Caltrans Standard Specifications and is in force at this time.

The Company will give at least thirty (30) days written notice by certified mail to the City and Consulting Engineer prior to any material change or cancellation of said policy.

<u>POLICY NUMBER</u>	<u>EXPIRATION DATE</u>	<u>LIMITS OF LIABILITY</u>
		Statutory Limits Under the laws of the State of California
_____	_____	_____
Name Insured (Contractor)		Insured Company
_____		_____
Street Number		Street Number
_____		_____
City and State		City and State

		Company Representative

State of _____)

) (SEE NOTICE ON NEXT PAGE)

County of _____)

On this ____ day of _____, 20__, before me personally came _____ to me known, who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ acknowledged to me that _____ executed the within instrument on _____ behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

Certificate of Insurance
(Workers' Compensation) - 1 of 2

Insurance Company Agent for Service of Process in California:

_____ Name	_____ Agency
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
_____ Telephone No.	_____ Telephone No.

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirements, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies.

NOTICE:

No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the exact above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Workers' Compensation) - 2 of 2

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF

Type of Insurance: Workers' Compensation Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: It is agreed that with respect to such insurance as is afforded by the policy, the Company waives any right of subrogation it may acquire against the City, the Consulting Engineer, and their consultants, and each of their directors, officers, agents, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above referenced contract.

This endorsement does not increase the Company's total limits of liability.

_____	_____
Name Insured (Contractor)	Insurance Company
_____	_____
Street Number	Street Number
_____	_____
City and State	City and State
	By _____
	(Company Representative)

State of _____)

County of _____)

On this ____ day of _____, 20__, before me personally came _____ to be known, who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

Notary Public

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

CERTIFICATE OF INSURANCE

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Liability Insurance

THIS IS TO CERTIFY that the following policies have been issued to the below stated company in conformance with the requirements of Section 7-1.12 of the Caltrans Standard Specifications and are in force at this time:

POLICY EXPIRATION		Limits of Liability	
		<u>In Thousands (000)</u>	
<u>NUMBER</u>	<u>DATE</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
<hr/>			
A. GENERAL LIABILITY			
	Bodily Injury	\$ _____	_____
	Property Damage	\$ _____	_____
	Bodily Injury and Property		
	Damage Combined	\$ _____	_____
	Personal Injury	\$ _____	_____
<hr/>			
B. AUTOMOBILE LIABILITY			
	Bodily Injury	\$ _____	_____
	(Each Person)		
	Bodily Injury	\$ _____	_____
	(Each Occurrence)		
	Bodily Injury and Property		
	Damage Combined	\$ _____	_____
<hr/>			
C. EXCESS LIABILITY			
	Bodily Injury and		
	Property Damage Combined	\$ _____	_____

Certificate of Insurance
(Liability) - 1 of 3

The following types of coverage are included in said policies (indicated by "X" in space):

A GENERAL LIABILITY:

Comprehensive Form.....	YES _____	NO _____
Premises-Operations.....	YES _____	NO _____
Explosion and Collapse Hazard	YES _____	NO _____
Underground Hazard	YES _____	NO _____
Products/Completed Operations Hazard	YES _____	NO _____
Contractual Insurance.....	YES _____	NO _____
Broad Form Property Damage Including		
Completed Operations.....	YES _____	NO _____
Independent Contractors	YES _____	NO _____
Personal Injury	YES _____	NO _____

B. AUTOMOBILE LIABILITY

Comprehensive Form Including Loading		
and Unloading.....	YES _____	NO _____
Owned	YES _____	NO _____
Hired	YES _____	NO _____
Non-Owned	YES _____	NO _____

C. EXCESS LIABILITY

Umbrella Form	YES _____	NO _____
Other than Umbrella Form.....	YES _____	NO _____

This certificate or verification of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Certificate of Insurance

(Liability) - 2 of 3

The company will give at least thirty (30) days' written notice by certified mail to the City and the Consulting Engineer prior to any material change or cancellation of said policies.

_____ Name Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
	By _____ (Company Representative)

State of _____)

County of _____)

On this ____ day of _____, 200 , before me personally came _____ to be known who being duly sworn, did depose and say: that _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrumental on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

Insurance Company Agent for Service Of Process in California:

_____ Name	_____ Agency
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
_____ Telephone No.	_____ Telephone No.

NOTICE: No substitution or revision to the above certificate form will be accepted. If the insurance called for is provided by more than one insurance company, a separate certificate in the above form shall be provided for each insurance company.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholders' rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Certificate of Insurance
(Liability) - 3 of 3

INSURANCE ENDORSEMENT

Description of Contract: City of San Diego - CONSTRUCTION OF _____

Type of Insurance: Liability Insurance

This endorsement forms a part of Policy No. _____.

ENDORSEMENT: The City, it's officers and employees are included as additional insureds under said policies but only while acting in their capacity as such and only as respects operations of the named insured, his Contractors, and Subcontractor, any supplier, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the above-referenced contract. This insurance shall not apply if the loss or damage is ultimately determined to be the result of the sole and exclusive negligence (including any connected with the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications) of one or more of the aforesaid additional insureds. The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of this insurance shall not be reduced or pro-rated by the existence of such other insurance.

The Contractual Liability Insurance afforded is sufficiently broad to insure all of the matters set forth in the section entitled, "Indemnity", in the Special Provisions of the above-referenced contract except those matters set forth in the fourth paragraph thereof.

This endorsement does not increase the Company's total limits of liability.

_____ Name Insured (Contractor)	_____ Insurance Company
_____ Street Number	_____ Street Number
_____ City and State	_____ City and State
	By _____ (Company Representative)

State of _____)
County of _____)

SEE NOTICE ON PAGE 2 of 2

On this ____ day of _____, 200 , before me personally came _____ to be known who being duly sworn, did depose and say: That _____ is an authorized representative of the _____ and acknowledged to me that _____ executed the within instrument on behalf of said insurance company.

Insurance Endorsement

IN WITNESS WHEREOF, I have signed and affixed my official seal on the date in this certificate first above written.

NOTARY PUBLIC

NOTICE: No substitution or revision to the above endorsement form will be accepted. If the insurance called for is provided by more than one policy, a separate endorsement in the exact above form shall be provided for each policy.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Rating.

Insurance Endorsement
(Liability) - Page 2 of 2

CALTRANS STANDARD SPECIFICATIONS

DIVISION I GENERAL PROVISIONS

2 BIDDING

2-1.01 GENERAL

Section 2 includes specifications related to bid eligibility and the bidding process.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Caltrans Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

The bidder's bond shall conform to the bond form in the Contract Documents for the project and shall be properly filled out and executed. The bidder's bond form included in that Contract Documents may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Contract Documents. Signing the Contract Documents shall also constitute signature of the Noncollusion Affidavit.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower-tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed

by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.12 DISADVANTAGED BUSINESS ENTERPRISES

2-1.12A General

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

2-1.12B Disadvantaged Business Enterprises (DBE)

2-1.12B(1) General

To ensure equal participation of DBEs groups provided in 49 CFR 26.5, the City's shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown on the Notice Inviting Bids or demonstrate that you made adequate good faith efforts to meet this goal.

It is the Bidder's responsibility to verify that the DBE firm is certified at date of bid opening by the California Unified Certification Program. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts toward the goal in the following manner:

- 1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
- 2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.

3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1)-(4), (6).

2-1.12B(2) DBE Commitment Submittal

Submit the Exhibit 15-G Construction Contract DBE Commitment form included in the Contract Documents.

If the DBE commitment form is not submitted with the bid, all bidders must complete and submit the form to the City. The DBE commitment form must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

Submit written confirmation from each DBE shown on the form stating that it will be participating in the Contract. Include confirmation with the DBE commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE will be participating in the Contract.

If you do not submit the DBE commitment form by the specified time, your bid is **non-responsive**.

2-1.12B(3) Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE information - Good Faith Efforts Documentation form, 15-H, showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. If good faith efforts documentation is not submitted with the bid, it must be received by the City no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE commitment form shows that you have met the DBE goal or if you are required to submit the DBE commitment form, you must submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the City finds that the DBE goal has not been met. Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total bid. You are responsible to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty whether the DBEs were interested and include the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide enough time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and its price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was offered. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The City may consider DBE commitments of the 2nd and 3rd bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(4) Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign **Exhibit 15-G Construction Contract DBE Commitment** included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the City encourages you to submit a copy of the joint venture agreement.

2-1.12B(5) Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on **Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE)** and **Exhibit 15-G Construction Contract DBE Commitment** form unless you receive authorization for a substitution.

The City requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work

3. Maintain records including:
 - a) Name and business address of each 1st-tier subcontractor
 - b) Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - c) Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a **Monthly DBE Trucking Verification** form.

If a DBE is decertified before completing its work, the DBE must notify the Contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the Contractor in writing of the certification date. Submit the notifications. On work completion, complete a **Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form**. Submit the form within 30 days of contract acceptance.

Upon work completion, complete **Exhibit 17-F Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors**. Submit it within 90 days of contract acceptance. The City will withhold \$10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

2-1.5 BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

3 CONTRACT AWARD AND EXECUTION

3-1.01 GENERAL

Section 3 includes specifications related to contract award and execution.

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Caltrans Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address:

THE CITY OF SAN DIEGO
 PUBLIC WORKS CONTRACTS
 525 B STREET, SUITE 750, MS 908A
 SAN DIEGO, CA 92101

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

THE CITY OF SAN DIEGO
PUBLIC WORKS CONTRACTS
525 B STREET, SUITE 750, MS 908A
SAN DIEGO, CA 92101

3-1.06 CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly license as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

1. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM

Complete and sign the Local Agency - DBE Information form included in the contract documents regardless of whether no DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the City encourages you to submit a copy of the joint venture agreement.

3-1.13 FORM FHWA-1273

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

5 CONTROL OF WORK**5-1.01 GENERAL**

Section 5 includes specifications regarding the Contract parties' relations and Contract

acceptance.

5-1.04A PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction 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 the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.04B PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.04C SUBCONTRACTING

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of San Diego may exercise the remedies provided under Pub Cont Code § 4110.

The City of San Diego may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor’s license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 7 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.05 PAYMENTS. Attention is directed to Section 9-1.16, "PROGRESS PAYMENTS," and 9-1.17, "PAYMENT AFTER CONTRACT ACCEPTANCE," of the Caltrans Standard Specifications and these special provisions.

For the purpose of making progress payments pursuant to Section 9-1.16, "PROGRESS PAYMENTS," of the Caltrans Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing \$375,000.00

After acceptance of the contract pursuant to the provisions in Section 5-1.46, " FINAL INSPECTION AND CONTRACT ACCEPTANCE," of the Caltrans Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.15 STATISTICAL TESTING - Requirements for statistical testing will not apply to the Work.

5-1.13B Disadvantaged Business Enterprises

5-1.13B(1) General

Use each DBE subcontractor as listed on the Subcontractor List form and the Local Agency - DBE Information form unless you receive authorization for a substitution.

Notify the Engineer of any changes to your anticipated DBE participation. Submit this notification before starting the affected work.

Maintain records including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month, submit a Monthly DBE Trucking Verification form.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify you in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 90 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 90 days of Contract acceptance. The City withholds \$10,000 until the form is submitted. The City releases the withhold upon submission of the completed form.

5-1.13B(2) Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G Construction Contract DBE Commitment form.

Do not terminate or substitute a listed DBE listed for convenience and perform the work with your own forces or obtain materials from other sources without written authorization from the City.

The City authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and the listed DBE does not have a valid license under

Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. City determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBE to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the City authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the City does not pay for work listed on the Exhibit 15-G Construction Contract DBE Commitment form unless it is performed or supplied by the listed DBE or an authorized substitute.

6 CONTROL OF MATERIALS

6-1 GENERAL

6-1.01 GENERAL

Section 6 includes specifications related to control of materials.

6-1.01A USE OF UNITED STATES-FLAG VESSELS

The CONTRACTOR shall agree to the following:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent

- of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
 3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

6-1.04 BUY AMERICA**6-1.04C Steel and Iron Materials**

Section 6-2.05C applies to a federal-aid contract.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)]
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition.
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-2 QUALITY ASSURANCE**6-2.01 GENERAL****6-2.01A GENERAL****6-2.01A (1) QUALITY ASSURANCE**

The City uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Contractor may examine the records and reports of tests the City performs if they are available at the job site. Schedule work to allow time for QAP.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 GENERAL

Section 7 includes specifications regarding your:

1. Compliance with laws
2. Responsibilities for public safety and convenience
3. Responsibilities for indemnification, insurance, and liability

7-1.02 LAWS

7-1.02A General

Comply with laws, regulations, orders, and decrees applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the City incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the City deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-1.02B U.S. Fair Labor Standards Act

Comply with 29 USC § 201 et seq.

7-1.02J TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the

- Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
 6. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7-1.11 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.11B FHWA-1273 (NEXT PAGE)

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Name of Contractor

Address

Signature: _____

Date: _____

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency

and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the

contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in

a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these

and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good

faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily

excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

7-1.11C Female and Minority Goals

To comply with section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in section 7-1.11C female and minority utilization goals for federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as shown in the following table:

Minority Utilization Goals

Economic area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo
Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3	

Economic area		Goal (Percent)
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the Contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

7-1.11D Training

For the Federal training program, the number of trainees or apprentices is 9.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a Contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit:

1. Number of apprentices or trainees to be trained for each classification.
2. Training program to be used.
3. Training starting date for each classification.

Obtain the Department's approval for this submitted information before you start work. The Department credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of section 7-1.11D is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman.
2. Who is not registered in a program approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The Department and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - a) Meet your equal employment opportunity responsibilities.
 - b) Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period.
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts.

Obtain Department approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the FHWA division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The Department reimburses you 80 cents per hour of training given an employee on this Contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed under a federal-aid contract and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with section 7-1.11D

Each apprentice or trainee must:

1. Start training on the project as soon as feasible after the start of work involving the apprentice's or trainee's craft
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under section 7-1.11D.

8 PROSECUTION AND PROGRESS

8-1.01 GENERAL

Section 8 includes specifications related to prosecuting the Contract and work progress.

8-1.10 LIQUIDATED DAMAGES

8-1.10D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City.

This work shall be diligently prosecuted to completion before the expiration of **63 WORKING DAYS** for Stage 1 and a total of **262 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City the sum of **\$ 950** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

9 CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

- B. Suspensions of Work Ordered by the Engineer
1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
 3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.
- C. Significant Changes in the Character of Work
1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK", items 42, 56, 69, and 102, DELETE in its entirety and SUBSTITUTE with the following:

42. **Field Order** - A Field Order is a written agreement by the Engineer to compensate you for Work items in accordance with 3-3, "EXTRA WORK" or 3-4, "CHANGED CONDITIONS". A Field Order does not change the Contract Price, Contract Time, or the scope intent of the Contract.
56. **Notice of Completion (NOC)** - A document recorded with the County of San Diego to signify that the Contract Work has been completed and accepted by the City.
69. **Punchlist** - A list of items of Work or corrections generated after a Walk-through that is conducted when you consider that the Work and Services are complete, and as verified by the Owner. The Punchlist may be completed in phases if defined in the Contract.
102. **Walk-through** - The procedure the City uses to evaluate the status of the Project or the phase of the Project and to generate a Punchlist prior to Acceptance.

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

The **Normal Working Hours** for Phase 1 of the project are **7:30 AM to 3:30 PM**. The **Normal Working Hours** for Phase 2 and Phase 3 of the project will require night hours from 8:30 PM to 5:00 AM.

To the "WHITEBOOK", ADD the following:

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

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

SECTION 2 - SCOPE AND CONTROL OF WORK

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

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

2-9.1 Permanent Survey Markers. To the “WHITEBOOK”, item 3, DELETE in its entirety and SUBSTITUTE with the following:

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

ADD:

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

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

2-15 TECHNICAL STUDIES AND DATA. To the “WHITEBOOK”, ADD the following:

3. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Air Quality Conformity Analysis dated April 8, 2015 by AECOM.
 - b) Biological Assessment dated January 2015 by AECOM.

- c) Biological Resources Update dated June 6, 2017 by AECOM.
 - d) Drainage Study dated February 28, 2019 by AECOM.
 - e) Natural Environment Study dated June 2015 by AECOM.
 - f) Water Quality Technical Report dated February 2019 by AECOM.
 - g) Report of Geotechnical Investigation dated September 27, 2012 by Allied Geotechnical Engineers, Inc.
 - h) Addendum No. 1 to the Report of Geotechnical Investigation dated November 20, 2012 by Allied Geotechnical Engineering, Inc.
4. The reports listed above are available for review by contacting the Contract Specialist or visiting:

<https://filecloud.sandiego.gov/url/tzaazhteq69x9nfu>

2-16 **CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM.** To the "WHITEBOOK", item 1, DELETE in its entirety.

SECTION 3 - CHANGES IN WORK

3-3.2.3 **Markup.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. Work paid under Allowance Bid items for permits, governmental fees, or direct payments specified in the Contract Documents shall not be subject to any markups.
- 2. The allowance for overhead and profit shall not exceed the values listed in the table below:

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

- 3. Markups for materials shall be applied to the actual cost of the material before applying the sales tax.

4. When a Subcontractor is performing Extra Work, the allowance for overhead and profit shall be applied to the labor, materials, and equipment costs of the Subcontractor as follows:
 - a) Regardless of the number of Subcontractor tasks for Extra Work, you may only apply 10% for the first \$50,000 of the Subcontractor's portion of accumulated total cost.
 - b) If the accumulated costs of single or subsequent tasks exceed the \$50,000 threshold, you shall instead only apply 5% to any amounts in excess of the \$50,000.
 - c) You shall not apply 10% to any costs after the first \$50,000 of accumulated total costs from performing Extra Work.
 - d) Regardless of the number of hierarchical tiers of Subcontractors, you may only markup a Subcontractor's Work once.

3-5.1 **Claims.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

ADD:

3-5.1 **Claims.**

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

3-5.1.1 Initiation of Claim.

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

3-5.1.1.1 Claim Certification Submittal.

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

3-5.1.2 Initial Determination.

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

3-5.1.3 Settlement Meeting.

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

3-5.1.4 City's Final Determination.

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

3-5.1.5 Mandatory Assistance.

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

3-5.1.5.1 Compensation for Mandatory Assistance.

1. The City will reimburse you for reasonable fees and expenses incurred by you for any required assistance rendered in accordance with 3-5.1.8, "Mandatory Assistance" as Extra Work.
2. The Engineer will determine whether these fees and expenses were necessary due to your conduct or failure to act.
3. If the Engineer determines that the basis of the dispute or litigation in which these fees and expenses were incurred were the result of your conduct or your failure to act in part or in whole, you shall reimburse the City for any payments made for these fees and expenses.
4. Reimbursement may be through any legal means necessary, including the City's withholding of your payment.

3-5.2.3 Selection of Mediator. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. A single mediator, knowledgeable in construction aspects and acceptable to both parties, shall be used to mediate the dispute.
2. To initiate mediation, the initiating party shall serve a Request for Mediation at the American Arbitration Association (AAA) on the opposing party.
3. If AAA is used, the initiating party shall concurrently file with AAA a "Request for Mediation" along with the appropriate fees, a copy of requested mediators marked in preference order, and a preference for available dates.
4. If AAA is selected to coordinate the mediation (Administrator), within 10 Working Days from the receipt of the initiating party's Request for Mediation, the opposing party shall file the following:
 - a) A copy of the list of the preferred mediators listed in preference order after striking any mediators to which they have any objection.
 - b) A preference for available dates.
 - c) Appropriate fees.
5. If the parties cannot agree on a mediator, then each party shall select a mediator and those mediators shall select the neutral third party to mediate the matter.

3-5.3 Forum of Litigation. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. It is the express intention that all legal actions and proceedings related to the Contract or Agreement with the City or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in courts of the State of California for the County of San Diego.

ADD:

3-5.4 Pre-judgment Interest.

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

SECTION 4 - CONTROL OF MATERIALS

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

ADD:

4-1.3.3 Inspection of Items Not Locally Produced. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. When you intend to purchase materials, fabricated products, or equipment from sources located more than 200 miles (321.9 km) outside the geographical limits of the City, City Lab staff or a qualified inspection agency approved by the Engineer, shall be engaged at your expense to inspect the materials, equipment, or process.
2. This approval shall be obtained before producing any material or equipment. City Lab staff or inspector shall evaluate the materials for conformance with the requirements of the Plans and Specifications. You shall forward reports required by the Engineer. No materials or equipment shall be shipped nor shall any processing, fabrication or treatment of such materials be done without proper inspection by City Lab staff or the approved agent. Approval by said agent shall not relieve you of responsibility for complying with the requirements of the Contract Documents.
3. The Engineer may elect City Lab staff to perform inspection of an out-of-town manufacturer. You shall incur additional inspection costs of the Engineer including lodging, meals, and incidental expenses based on Federal Per Diem Rates, along with travel and car rental expenses. If the manufacturing plant operates a double shift, a double shift shall be figured in the inspection costs.
 - a) At the option of the Engineer, full time inspection shall continue for the length of the manufacturing period. If the manufacturing period will exceed 3 consecutive weeks, you shall incur additional inspection

expenses of the Engineer's supervisor for a trip of 2 Days to the site per month.

- b) When the Engineer elects City Lab staff to perform out-of-town inspections, the wages of staff employed by the City shall not be part of the additional inspection expenses paid by you.
- c) Federal Per Diem Rates can be determined at the location below:

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

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

- 5. The payment for special inspection Work specified under this section shall be paid in accordance with 4-1.3.4.1, "Payment".

4-1.3.6 Preapproved Materials. To the "WHITEBOOK", ADD the following:

- 3. You shall submit in writing a list of all products to be incorporated in the Work that are on the AML.

4-1.6 Trade Names or Equals. To the "WHITEBOOK", ADD the following:

- 11. You shall submit your list of proposed substitutions (three (3) minimum per item) for an "equal" item **no less than 15 Working Days prior to the Bid due date** and on the City's Product Submittal Form available at:

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

SECTION 5 – UTILITIES

5-2 PROTECTION. To the "WHITEBOOK", item 2, ADD the following:

- g) Refer to Appendix H for more information on the protection of AMI devices.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF WORK

6-1.1 Construction Schedule. To the "WHITEBOOK", item 9, DELETE in its entirety and SUBSTITUTE with the following:

- 9. Your Schedule shall include 3 Working Days for the Engineer to conduct a final Walk-through inspection and 15 Working Days for the generation of the Punchlist. You shall Work diligently to complete all Punchlist items within 30 Working Days after the Engineer provides the Punchlist.

To the "WHITEBOOK", item 20, ADD the following:

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".

The following items of work need to be completed within three months (63 Working Days) of NTP for Stage 1: clearing and grubbing, remove and replace subgrade, install retaining wall, salvage and reinstall fences, install new fence with slats, relocate parking lot lights, install parking lot curb and striping, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, install biofiltration basin, install decomposed granite, and construct curb and gutter on the north side of the Otay Truck Route and install and relocate k-rail and crash cushions to Stage 2 configuration.

To the "WHITEBOOK", item 22, subsection b, DELETE in its entirety and SUBSTITUTE with the following:

- s) Submit an updated cash flow forecast with every pay request (for each Project ID or WBS number provided in the Contract) showing periodic and cumulative construction billing amounts for the duration of the Contract Time. If there has been any Extra Work since the last update, include only the approved amounts.
- b) Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cashflow Forecast** and use the format shown.
- c) See also the "Cashflow Forecast Example" at the location below:
<https://www.sandiego.gov/publicworks/edocref>

6-1.6 Excusable Delays. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

- 1. If a delay in the Work occurs and affects Work activities, delays may either be Excusable Compensable Delays or Excusable Non-Compensable Delays.

ADD:

6-1.6.1 Excusable Compensable Delays.

- 1. If an Excusable Delay meets the requirements of 6-6.2, "Extensions of Time", then the City shall compensate for the following circumstances:
 - a) The City's failure or inability to make available any portion of the entire Site in accordance with the requirements of the Schedule.
 - b) The City's failure or inability to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to your fault or neglect as determined by the Engineer.

- c) Delays resulting from the acts or omissions of Separate Contractors, except to the extent Separate Contractors perform their work properly and in accordance with the Schedule.
- d) Differing or concealed site conditions that could not reasonably have been anticipated at the time of Bid.
- e) Delays resulting from the existence or discovery of hazardous materials or waste on the Site not brought in by you and not included in the Contract.
- f) Delays resulting from any changes made to any City of San Diego Municipal Code after the date of execution of the Contract.
- g) Delays due to the City's acts or omissions and those within the City's control.
- h) Delays requested by the City.

ADD:

6-1.6.2 Excusable Non-Compensable Delays.

- 1. The City shall only issue an extension of time for Excusable Delays that meet the requirements of 6-6.2, "Extensions of Time" for the following circumstances:
 - a) Delays resulting from Force Majeure.
 - b) Delays caused by weather.
 - c) Delays caused by changes to County, State, or Federal law.

ADD:

6-3.2.1.1 Environmental Document.

- 1. The City of San Diego has prepared a **Mitigated Negative Declaration and Errata to Mitigated Negative Declaration** for **Otay Mesa Truck Route Phase IV, Project No. 202998**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration and Errata to Mitigated Negative Declaration** as set forth in **Appendix A**.
- 2. Compliance with the City's environmental document shall be included in the Contract Price.

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

- 1. The Contract Time shall not be modified except by Change Order.

2. You shall notify the City in writing within **1 Working Day** after the occurrence and discovery of an event that impacts the Project Schedule.
 - a) If you believe this event requires a Change Order, you shall submit a **written Change Order request with a report to** the City that explains the request for Change Order within **5 Working Days**. The Change Order request must include supporting data, a general description of the discovery, the basis for extension, and the estimated length of extension. The City may grant an extension of time, in writing, for the Change Order request if you require more time to gather and analyze data.
3. The Engineer shall not grant an extension of Contract Time in accordance with 6-1.5, "Excusable Delays" unless you demonstrate, through an analysis of the critical path, the following:
 - a) The event causing the delay impacted the activities along the Project's critical path.
 - b) The increases in the time to perform all or part of the Project beyond the Contract Time arose from unforeseeable causes beyond your control and without your fault or negligence and that all project float has been used.
4. Any modifications to the Contract Time will be incorporated into the weekly document that the Engineer issues that stipulates the Contract Time. If you do not agree with this document, submit to the Engineer for review a written protest supporting your objections to the document within **30 Calendar Days** after receipt of the statement. Your failure to file a timely protest shall constitute your acceptance of the Engineer's weekly document.
 - a) Your protest will be considered a claim for time extension and shall be subject to 3.5-1, "Claims".

6-6.4 **Written Notice and Report.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

6-8.1 **Completion.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall submit a written assertion that the Work has been completed and is ready for Owner Acceptance. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed.

This will be the date that you are relieved from responsibility to protect and maintain the Work and to which liquidated damages will be computed.

2. Substantial Completion, in accordance with 6-8.1.1, "Requirements Before Requesting Substantial Completion", shall be completed in stages for this project as defined below:

Stage	Work Description	Limits of Work
1	Clearing and grubbing, remove and replace subgrade, install retaining wall, salvage and reinstall fences, install new fence with slats, relocate parking lot lights, install parking lot curb and striping, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, install biofiltration basin, install decomposed granite, and construct curb and gutter on the north side of the Otay Truck Route and install and relocate k-rail and crash cushions to Stage 2 configuration	The project limit begins at La Media Road and ends at Drucker Lane
2	Clearing and grubbing, remove and replace subgrade, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, and install and relocate k-rail and crash cushions to Stage 3 configuration	The project limit begins at La Media Road and ends at Drucker Lane
3	Clearing and grubbing, remove and replace subgrade, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, install storm drain facilities, install signing and striping, construct curb and gutter on the south side of the Otay Truck Route and install and relocate k-rail and crash cushions to it's final configuration	The project limit begins at La Media Road and ends at Drucker Lane

6-8.1.1 Requirements Before Requesting a Walk-through. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

6-8.1.1 Requirements Before Requesting Substantial Completion.

1. The following items are required prior to requesting a Substantial Completion:
 - a) Remove temporary facilities from the Site.
 - b) Thoroughly cleaning the Site and removing all mark outs and construction staking.
 - c) Provide completed and signed Red-lines in accordance with 2-5.4 "Redlines and Record Documents".
 - d) Provide all material and equipment maintenance and operation instructions and/or manuals.
 - e) Provide all tools which are permanent parts of the equipment installed in the Project.
 - f) Provide and properly identify all keys for construction and all keys for permanent Work.
 - g) Provide all final Special Inspection reports required by the applicable building Code.
 - h) Provide all items specified to be supplied as extra stock. Wrap, seal, or place in a container all items as necessary to allow for storage by the City for future use. Verify the specified quantities.
 - i) Ensure that all specified EOCP and certified wage rate documentations covering the Contract Time have been submitted.
 - j) Provide the spare parts for the proposed irrigation system as specified in the Special Provisions.
 - k) If the Work includes sewer and storm drain installations, the inspection shall include televising in accordance with 306-18, "VIDEO INSPECTION".
 - l) If the Work includes a Plant Establishment Period, Work in accordance with 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT" shall be completed prior to requesting Substantial Completion, unless approved otherwise by the Owner.
 - m) Notify the Engineer to arrange a final inspection of permanent BMPs installed.

6-8.2 Walk-through and Punchlist Procedure. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall notify the Engineer 15 Working Days in advance of date of anticipated Substantial Completion to allow time for Engineer to schedule a Walk-through. After you complete the requirements in 6-8.1.1, "Requirements Before Requesting Substantial Completion" and when you consider that the Work is

Substantially Complete, you will notify the Engineer in writing that the Project is Substantially Complete. The Engineer will review your request and determine if the Project is ready for a Walk-through, by verifying whether you have completed all items as required by 6-8.1.1, "Requirements Before Requesting Substantial Completion". Within 7 Working Days, the City will either reject your request of a Walk-through in writing or schedule a Walk-through inspection. The Engineer shall facilitate the Walk-through.

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

6-8.2 Acceptance. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. You shall provide the completed, signed, and stamped DS-563 to the Engineer prior to Acceptance.
2. You shall deliver the final As-builts and final billing prior to Acceptance.
3. You shall assemble and deliver to the Engineer a Final Summary Report and Affidavit of Disposal prior to Acceptance.
4. Acceptance shall occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, you have fully performed the Contract, the Engineer will recommend to the City Engineer

that your performance of the Contract be accepted. You shall receive notification of Acceptance in writing from the Owner and counting of working days shall cease and Warranty begins.

5. Retention can be released 35 Calendar Days after NOC. Submit your request for retention to the Resident Engineer and they will mail to you a "Release of Claims" form which shall be completed and returned before the retention will be released.

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

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

Specified Item	Minimum Warranty Period
Detectable Warning Tile Construction	3 Years of Manufacturer's Warranty
All Work Under SECTION 500 – PIPELINE REHABILITATION	3 Years
Fiber Optic Interconnect Cables	2 Years
Luminaires*	10 Years of Manufacturer's Warranty

Specified Item	Minimum Warranty Period
LED Signal Modules	3 Years of Manufacturer's Warranty
Field Devices Associated with 700-6.3, "Adaptive Control Note"	See 700-6.3.9, "Warranty"

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

7. You shall provide the City and property owner a copy of the manufacturer's warranty for private sewer pumps, including the alarm panel and all other accessories.
 - a) You shall involve the manufacturer in the installation and startup as needed to secure any extended warranty required.
 - b) Nothing in here is intended to limit any manufacturer's warranty which provides the City with greater warranty rights than set forth in this section or the Contract Documents.
 - c) The warranty shall include all components. The form of the warranty shall be approved by the Engineer in accordance with **3-13.3.2**, "Warranty Format Requirements".

If, during the warranty period, any item of the Work is found to be Defective Work, you shall correct it promptly after receipt of written notice from the City to do so. The warranty period shall be extended with respect to portions of the Work corrected as part of the warranty requirements.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

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

7-3 INSURANCE.

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

7-3.1 Policies and Procedures.

1. You shall procure the insurance described below, at its sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.

2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance for the duration of this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your liabilities under the Contract, e.g., your indemnity obligations, is not deemed limited to the insurance coverage required by this Contract.
4. The payment for insurance shall be included in the Contract Price as bid by you. Except as specifically agreed to by the City in writing, you are not entitled to any additional payment. Do not begin any Work under this Contract until you have provided and the City has approved all required insurance.
5. Policies of insurance shall provide that the City is entitled to 30 Days (10 Days for cancellation due to non-payment of premium) prior written notice of cancellation or non-renewal of the policy. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage or to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

7-3.2 Types of Insurance.

7-3.2.1 Commercial General Liability Insurance.

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

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

7-3.2.2 Commercial Automobile Liability Insurance.

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

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

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

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

7-3.4 Evidence of Insurance. Furnish to the City documents e.g., certificates of insurance and endorsements evidencing the insurance required herein, and furnish renewal documentation prior to expiration of this insurance. Each required document shall be signed by the insurer or a person authorized by the insurer to bind coverage on its behalf. We reserve the right to require complete, certified copies of all insurance policies required herein.

7-3.5 Policy Endorsements.

7-3.5.1 Commercial General Liability Insurance.

7-3.5.1.1 Additional Insured.

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

- b) your products,
 - c) your Work, e.g., your completed operations performed by you or on your behalf, or
 - d) premises owned, leased, controlled, or used by you.
4. The additional insured coverage for projects for which the Engineer's Estimate is less than \$1,000,000 shall include liability arising out of:
- a) Ongoing operations performed by you or on your behalf,
 - b) your products, or
 - c) premises owned, leased, controlled, or used by you.

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

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

7-3.5.2 Commercial Automobile Liability Insurance.

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

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

7-3.7 Reservation of Rights. The City reserves the right, from time to time, to review your insurance coverage, limits, deductibles and self-insured retentions to determine if they are acceptable to the City. The City will reimburse you, without overhead, profit,

or any other markup, for the cost of additional premium for any coverage requested by the Engineer but not required by this Contract.

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

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

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

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

7-4 NOT USED. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

7-4 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of §3700 of the California Labor Code, you shall provide at your expense Workers' Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers compensation laws. The City, its elected officials, and employees

will not be responsible for any claims in law or equity occasioned by your failure to comply with the requirements of this section.

2. Limits for this insurance shall be not less than the following:

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

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

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

7-4.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this contract, the you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other federal or state laws, resulting from the your Work in, over, or alongside navigable waters.

ADD:

7-6 THE CONTRACTORS REPRESENTATIVE. To the "GREENBOOK", ADD the following:

1. Both the representative and alternative representative shall be employees of the Contractor and shall not be assigned to a Subcontractor unless otherwise approved by the City in writing.

7-8.1 General. To the "WHITEBOOK", ADD the following:

2. Use a PM-10 certified self-loading motorized street sweeper equipped with a functional water spray system for this project as directed by the Engineer.

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

6. Based on a preliminary assessment by the City, this Contract is subject to Risk Level 1 SWPPP.

ADD:

7-8.6.3.6.3 BMP Inspection, Maintenance, and Repair. To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix I - SWPPP Construction BMP Maintenance Log**.

7-8.6.3.7 Payment. To the "WHITEBOOK", item 3, subsection "g", **DELETE** in its entirety and **SUBSTITUTE** with the following:

- g) BMP Inspection, Maintenance, Repair, and Construction BMP Maintenance Log.

7-16.2.1 Public Notice by Contractor. To the "WHITEBOOK", item 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

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

2. Virtual Project Manager shall be used on this Contract.

7-21.1 General. To the "WHITEBOOK", item 3, **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. During the construction phase of projects, the minimum waste management reduction goal is 90% of the inert material (a material not subject to decomposition such as concrete, asphalt, brick, rock, block, dirt, metal, glass, and etc.) and 65% of the remaining project waste. You shall provide appropriate documentation, including a Waste Management Form attached as an appendix, and evidence of recycling and reuse of materials to meet the waste reduction goals specified.

SECTION 9 - MEASUREMENT AND PAYMENT

ADD:

9-3.5 Field Orders. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

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

TABLE 7-3.9

FIELD ORDER LIMITS

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

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

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

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

SECTION 217 – BEDDING AND BACKFILL MATERIALS

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

TABLE 217-2.2

Zone	Zone Limits	Maximum Size (greatest dimension)	Backfill Requirements in Addition to 217-2.1
Street or Surface Zone	From ground surface to 12" (300 mm) below pavement subgrade or ground surface	2.5" (63 mm)	As required by the Plans or Special Provisions.
Street or Surface Zone Backfill of Tunnels beneath Concrete Flatwork		Sand	Sand equivalent of not less than 30.
Trench Zone	From 12" (300 mm) below pavement subgrade or ground surface to 12" (300 mm) above top of pipe or box	6" (150 mm)	
Deep Trench Zone (Trenches 3' (0.9 m) wide or wider)	From 60" (1.5 m) below finished surface to 12" (300 mm) above top of pipe or box	Rocks up to 12" (300 mm) excavated from trench may be placed as backfill	
Pipe Zone	From 12" (300 mm) above top of pipe or box to 6" (150 mm) below bottom of pipe or box exterior	2.5" (63 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour).
Overexcavation	Backfill more than 6" (150 mm) below bottom of pipe or box exterior	6" (150 mm)	Sand equivalent of not less than 30 or a coefficient of permeability greater than 1-½ inches/hour (35 mm per hour). Trench backfill slurry (100-E-100) per 201-1 may also be used.

SECTION 300 – EARTHWORK

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

Clearing and grubbing shall also include saw cutting, removal and reinstallation of fence, demolition, removal and disposal of all existing improvements including, but not

limited to, soil, fence posts, asphalt pavement and berms, trees, vegetation, parking lot pavement, base, and unclassified material in order to construct retaining wall, parking lot and street light foundations, curb and gutter, concrete ditches, concrete aprons, abandoned utilities and utility structures, existing storm drain inlets and wings, existing headwalls, and all other existing improvements that are shown on the Plans for removal, directed by the Resident Engineer to be removed, or otherwise required to perform the Work.

Clearing and grubbing shall also include rubble or any other objectionable material encountered beneath the ground surface as a result of grading or trenching operations connected with the construction of the project improvements.

Clearing and grubbing shall also include the removal, relocation, adjusting, or salvaging of all facilities indicated on the plans that are not designated as separate bid items or which are not included in other bid items.

Adjustment to grade of miscellaneous items such as utility boxes, valves, manholes, pullboxes, monitoring wells, posts, and poles which are not designated as separated bid items or which are not included in other bit items.

The Contractor shall remove all items indicated on plans and as necessary to complete the Work and/or as may be directed by the Engineer, to the satisfaction of the Engineer.

Excavation adjacent to and within 6' (horizontally) of a roadway shall not exceed a 24" elevation difference when adjacent roadway is open to traffic. Excavated areas adjacent to and within 6' (horizontally) of a roadway must be backfilled and compacted per specifications to within 24" vertically from the adjacent roadway prior to the time the adjacent roadway is open for traffic.

300-1.1.1 Removal and Salvage. To the "WHITEBOOK", ADD the following:

Any existing facilities that are shown for relocation, or otherwise require relocation as a result of the Work to restore the site to the existing condition or better, as determined by the Engineer, shall be carefully removed in an undamaged condition and stored by the Contractor until they are ready to be re-installed. Relocations shall include, but not be limited too, chain link fences and all appurtenances, gates, irrigation control valves, gate valves, sprinkler heads, irrigation and traffic pull boxes, and similar items. Prior to re-installation, any items requiring relocation shall be cleaned, repaired, and repainted as required to restore them to their original condition or better, as determined by the Engineer. Any items requiring relocation that are damaged or cannot be restored to their original condition shall be replaced by the Contractor at no additional cost. The irrigation system shall be modified and restored to an operational condition.

The Contractor shall protect existing structures, landscaping, or irrigation at the relocation area. Any facilities damaged during relocation shall be replaced, in kind, at

no cost to City. All relocation shall be re-installed in accordance with the requirements of the appropriate section within the standards specifications or in accordance with the industry standards for the items installed.

300-1.3.2 **Requirments.** To the "WHITEBOOK", ADD the following:

The Contractor shall submit proposed salvage, demolition, and removal procedures for approval before work is started. Procedures shall provide for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

300-1.4 **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

The Lump Sum price paid for "Clearing and Grubbing" shall include full compensation for furninshing all labor, materials, tools, equipment, incidentals, saw cutting, demolition, removal and disposal of all existing improvements including, but not limited to; soil, fence posts, backfill of fence posts and holes, asphalt pavement and berms, trees, vegetation, parking lot pavement,base, unclassified materials, and curbs in order to construct retaining wall, street light and parking lot light foundations, backfill of street lights and parking lot light sfoundations, curb and gutter, concrete ditches, concrete aprons, abandoned utilities and utility structures, existing storm drain inlets and wings, existing headwalls and any other materials and objects that are in conflict with the installation of the Work as shown on the Plans.

Removal of existing handholes, boxes, and utilities that are no longer in service shall be included in the price paid for clearing and grubbing.

300-2.1 **General.** To the "GREENBOOK", ADD the following:

Excavation adjacent to and within 6' (horizontally) of a roadway shall not exceed a 24" elevation difference when adjacent roadway is open to traffic. Excavated areas adjacent to and within 6' (horizontally) of a roadway must be backfilled and compacted per specifications to within 24" vertically from the adjacent roadway prior to the time the adjacent roadway is open for traffic.

300-2.8 **MEASUREMENT.** To the "GREENBOOK", ADD the following:

Measurement for "Unclassified Excavate and Export, Roadway" shall include all work necessary for excavating and exporting pavement panel sections (Concrete, Base, and unclassified materials) to a depth of 5' - 6.5".

Measurement for "Unclassified Excavate and Export, Rain Garden" shall include all work necessary for excavating and exporting for the Rain Garden to a depth of 5'-5.5".

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

The contract total price for "Unclassified Excavate and Export, Roadway (F)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work necessary for excavating and exporting pavement panel sections (Concrete, Base, and unclassified materials) to a depth of 5'-6.5". **Final pay item:** Bid item quantity shown on the Bid Item List is the quantity paid.

The contract total price for "Unclassified Excavate and Export, Rain Garden (F)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work necessary for excavating and exporting for the Rain Garden/Biofiltration Basin to a depth of 5'-5.5". **Final pay item:** Bid item quantity shown on the Bid Item List is the quantity paid.

300-5.4 PAYMENT. To the "GREENBOOK", ADD the following:

The unit bid price for "Imported Borrow (36 Inch Select Material)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work necessary including compaction for imported borrow.

The unit bid price for "Imported Borrow (36 Inch Select Material)" shall also be considered to include all cost for placement and compaction of excavation material in locations shown on plans or as required for other earthwork related items including all work necessary for placement and compaction of all excavated material required to construct new pavement, drainage facilities, fencing, and retaining walls.

SECTION 302 - ROADWAY SURFACING

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

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

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

302-6.1 General. To the "GREENBOOK", ADD the following:

Portland Cement Concrete pavement will be constructed utilizing the State of California Department of Transportation 2015 Standard Plans for Jointed Plain Concrete Pavement

The edges of existing pavement for concrete replacement shall be saw cut to neat trimmed lines.

Prior to placing concrete, all existing subgrade shall be prepared in accordance with Section 301-1, "Subgrade Preparation". If any existing unsuitable subgrade, as determined by the Engineer, is encountered it shall be replaced with imported backfill in accordance with Section 217-2.3, "Imported Backfill" prior to preparation.

Concrete pavement for construction phases 1, 2, and 3 shall have a minimum 3 day strength of 3,250 psi in accordance with section 302-6.7 "Traffic and Use Provisions" of the standard specifications.

All costs for this work shall be in accordance with Section 302-6.8, "Measurement and Payment".

302-6.3.1 General. To the "GREENBOOK", ADD the following:

When placing concrete pavement or trench caps refer to Section 303-1.8.3, "Depositing".

302-6.5.1 General. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Joint construction will be detailed on the Caltrans Standard Plans listed in section 302-6.1, "General".

302-6.5.2 Joint Construction Methods And Materials. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-6.5.2.1 Tie Bars

Tie bars shall be deformed reinforcing steel bars conforming to the requirements of ASTM Designation: A 615/A 615M, Grade 280 or 420; ASTM Designation: A 615/A 615M (Grade 280 or 420), A996/A996M or A706/A706M. Tie bars shall be epoxy-coated in conformance with the requirements in ASTM Designation: A 934/A 934M or A 775/A 775M and the epoxy-coating thickness after curing shall be between 7 to 16 mils. Fabrication, sampling and jobsite handling shall conform to the requirements in ASTM Designation: D 3963. Epoxy-coated tie bars shall not be bent.

302-6.5.2.2 Epoxy (Drill and Bond)

Epoxy for bonding tie bars and dowel bars to portland cement concrete shall be a two-component, epoxyresin, conforming to the requirements of ASTM Designation: C 881, Type V, Grade 3 (Non-Sagging), Class A, B or C. The class used shall be dependent on the internal temperature of the hardened concrete at the time the epoxy is to be applied. Class A shall be used when the internal temperature is below 39°F, but not lower than recommended by the manufacturer. Class B shall be used when the internal temperature is from 39°F to 59°F. Class C shall be used when the internal temperature is above 59°F, but not higher than recommended by the manufacturer. A Certificate of Compliance in conformance with the provisions in Section 4-1.5, "Certificates of Compliance," shall be furnished with the epoxy. A copy of the manufacturer's recommended installation procedure shall be provided to the Resident Engineer at least 7 days prior to the start of work. Epoxy shall be applied in conformance with the manufacturer's recommendations.

302-6.5.2.3 Dowel Bars

Dowel bars shall be plain round smooth, epoxy-coated steel conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 280 or 420, the details shown on the plans and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the 2015 Caltrans Standard Specifications, except that the two samples required in ASTM Designation D 3963/D 3963M shall be 18 in long. Epoxy coating of dowel bars shall conform to the provisions in ASTM Designation: A 884/A 884M, Class A, Type 1 or Type 2, except that the bend test shall not apply. Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete. Bond Breaker Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one 1 gallon per 150 SF.

302-6.5.2.4 Dowel Bar Baskets

Dowel bar baskets shall be manufactured with a minimum welded wire gage number of MW 65. Baskets shall be either U-frame or A-frame shape. J-frame shapes shall not be used. Baskets shall be fabricated in conformance with the requirements in ASTM

Designation: A 82. Welding of baskets shall conform to the requirements in AASHTO Designation: M 254. A broken weld will be a cause for rejection of the basket. Baskets shall be Class A, Type 1 epoxy-coated in conformance with the requirements in ASTM Designation: A 884/A 884M. Fabrication and job-site handling shall conform to the requirements in ASTM Designation: D 3963 and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the 2015 Caltrans Standard Specifications, except that sampling of epoxy-coated wire reinforcement will not be required. A Certificate of Compliance conforming to the provisions of Section 4-1.5, "Certificates of Compliance", shall be furnished for each shipment of epoxy-coated wire reinforcement certifying that the coated bars conform to the requirements in ASTM Designation: A 884/A 884M and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the 2015 Caltrans Standard Specifications. The Certificate of Compliance shall include the certifications specified in ASTM Designation: A 884/A 884M and a statement that the coating material has been pre-qualified.

Concrete fasteners shall be used for anchoring dowel bar baskets to lean concrete base, asphalt concrete base, asphalt treated permeable base, or cement treated permeable base. Concrete fasteners shall be driven fasteners such as concrete nails, used specifically for fastening to hardened concrete, or asphalt concrete base. Concrete fasteners shall conform to the requirements of ASTM Designation: F 1667. Concrete nails used as fasteners on lean concrete base or asphalt concrete base shall have a minimum shank diameter of 157 mils with a minimum shank length of 2.5 in. Concrete nails used as fasteners on asphalt treated or cement treated permeable base shall have a minimum shank diameter of 157 mils with a minimum shank length of 4.7 in. Shank length shall be the distance from the point to the bottom of the nail head. Clips and washers shall be commercial quality manufactured for use with dowel bar baskets. The surface of concrete fasteners, clips, and washers shall be either zinc electroplated or galvanized with a minimum coating thickness of .2 mils.

302-6.5.2.5 Tie Bar Baskets

Tie bar baskets shall be manufactured with a minimum welded wire gage number of MW 65. Baskets shall be either U-frame or A-frame shape. J-frame shapes shall not be used. Tie bar baskets shall be fabricated in conformance with the requirements in ASTM Designation: A 82. Welding of baskets shall conform to the requirements in AASHTO Designation: M 254. A broken weld will be a cause for rejection of the basket. Baskets shall be Class A, Type 1 epoxy-coated in conformance with the requirements in ASTM Designation: A 884/A 884M. Fabrication and job-site handling shall conform to the requirements in ASTM Designation: D 3963.

Concrete fasteners shall be used for anchoring tie bar baskets to lean concrete base, asphalt concrete base, asphalt treated permeable base, or cement treated permeable base. Concrete fasteners shall be driven fasteners such as concrete nails, used

specifically for fastening to hardened concrete, or asphalt concrete base. Concrete fasteners shall conform to the requirements of ASTM Designation: F 1667.

Concrete nails used as fasteners on lean concrete base or asphalt concrete base shall have a minimum shank diameter of 157 mils with a minimum shank length of 2.5 in. Concrete nails used as fasteners on asphalt treated or cement treated permeable base shall have a minimum shank diameter of 157 mils with a minimum shank length of 4.7 in. Shank length shall be the distance from the point to the bottom of the nail head. Clips and washers shall be commercial quality manufactured for use with tie bar baskets. The surface of concrete fasteners, clips, and washers shall be either zinc electroplated or galvanized with a minimum coating thickness of .2 mils.

302-6.5.2.6 Reinforcement

Reinforcement shall be epoxy coated.

302-6.5.2.7 Silicone Joint Sealant

Low modulus silicone joint sealant shall be furnished in a one-part silicone formulation. Acid cure sealant shall not be used. The compound shall be compatible with the surface to which it is applied and shall conform to the following requirements:

Property	Test Method	Requirement
Tensile stress, 150% elongation, 7-day cure at 77°± 2°F and 45% to 55% R.H.e	ASTM D 412 (Die C)	45 psi max.
Flow at 77°± 2°F	ASTM C 639(a)	Shall not flow from channel
Extrusion Rate at 77°± 2°F	ASTM C 603(b)	2.6-8.8 oz/min.
Specific Gravity	ASTM D 792 Method A	1.01 to 1.51
Durometer Hardness, at -.4°F) Shore A, cured 7 days at 77°± 2°F	ASTM C 661	10 to 25
Ozone and Ultraviolet Resistance, after 5000 hours	ASTM C 793	No chalking, cracking or bond loss

Property	Test Method	Requirement
Tack free at 77°± 2°F and 45% to 55% R.H.e	ASTM C 679	Less than 75 minutes
Elongation, 7 day cure at 77°± 2°F and 45% to 55% R.H.e	ASTM D 412 (Die C)	500 percent min.
Set to Touch, at 77°± 2°F and 45% to 55% R.H.e	ASTM D 1640	Less than 75 minutes
Shelf Life, from date of shipment	—	6 months min.
Bond, to concrete mortar-concrete briquettes, air cured 7 days at 77°± 2°F	AASHTO T 132(c)	50 psi min.
Movement Capability and Adhesion, 100% extension at -4°F after, air cured 7 days at 77°± 2°F, and followed by 7 days in water at 77°± 2°F	ASTM C 719(d)	No adhesive or cohesive failure after 5 cycles

Notes:

- a. ASTM Designation: C 639 Modified (15 percent slope channel A).
- b. ASTM Designation: C 603, through 118 mils opening at 50 psi.
- c. Mold briquettes in conformance with AASHTO Designation: T 132, sawed in half and bonded with a 59 mils maximum thickness of sealant and tested in conformance with AASHTO Designation: T 132. Briquettes shall be dried to constant mass at 212 ± 9°F.
- d. Movement Capability and Adhesion: Prepare 12 in x 1 in x 3 in concrete blocks in conformance with ASTM Designation: C 719. A sawed face shall be used for bond surface. Seal 2 in of block leaving 1/2 in on each end of specimen unsealed. The depth of sealant shall be 3/8 in and the width 1/2 in.
- e. R.H. equals relative humidity.

The silicone joint sealant shall be formulated to cure rapidly enough to prevent flow after application on grades of up to 15 percent.

302-6.5.2.8 Foam Backer Rods

Foam backer rods shall be Type 1, conforming to the requirements of ASTM Designation: D 5249. Foam backer rods shall have a diameter prior to placement at least 25 percent greater than the width of the sawcut and shall be expanded, crosslinked, closed-cell polyethylene foam that is compatible with the joint sealant so

that no bond or adverse reaction occurs between the rod and sealant. Hot applied sealant that will melt the foam backer rod shall not be used. The Contractor shall submit a manufacturer's data sheet verifying that the foam backer rod is compatible with the sealant to be used.

302-6.5.2.9 Joint Filler Material

Joint filler material shall be preformed expansion joint filler for concrete (bituminous type), conforming to the requirements of ASTM Designation: D 994.

302-6.5.2.10 Hydraulic Cement Grout (non-shrink)

Hydraulic cement grout (non-shrink) shall conform to the requirements in ASTM Designation: C 1107. At the Contractor's option, clean, uniformly rounded aggregate filler may be used to extend the grout. The extension of grout shall not exceed 60 percent of the mass of the grout or the maximum amount of grout extension recommended by the manufacturer, whichever is less. The moisture content of the aggregate filler shall not exceed 0.5 percent. Grading of the aggregate filler shall conform to the Following:

Sieve Size	Percentage Passing
1/2 in	100
3/8 in	85-100
#4	10-30
#8	0-10
#16	0-5

302-6.5.2.11 Installing Tie Bars

Tie bars shall be installed at longitudinal contact joints and longitudinal weakened plane joints as shown on the plans. Contiguous width of new portland cement concrete pavement tied together with tie bars shall not exceed 49.2 ft. Tie bars shall not be installed at joints between portland cement concrete and asphalt concrete pavements. Tie bars shall be installed at longitudinal joints by one of the following methods:

1. Install tie bars at longitudinal joints by drilling and bonding tie bars with two-component, epoxy-resin that conforms to this section. Drilled holes shall be cleaned in conformance with the epoxy manufacturer's instructions and shall be dry at the time of placing the epoxy and tie bars. Tie bars shall be rotated 180° while being inserted into the epoxy filled holes. Immediately after inserting the tie bars into the epoxy, the tie bars shall be supported as necessary to prevent movement during curing and shall remain undisturbed

until the epoxy has cured as specified by the manufacturer instructions. Tie bars that are improperly placed or bonded, as determined by the Resident Engineer, will be rejected. If rejected, new holes shall be drilled and new tie bars shall be placed and securely bonded to the concrete. Rejected tie bars shall be cut flush with the joint face. Exposed ends of tie bars shall be epoxy coated. The center of the new holes shall be offset 3 in horizontally from the center of the rejected hole to maintain the minimum clearance to the dowel bar. Work necessary to correct improperly bonded tie bars shall be performed at the Contractor's expense.

2. Install tie bars at longitudinal joints by inserting tie bars into the plastic slipformed concrete before finishing the concrete. Inserted tie bars shall have full contact between the bar and the concrete. When tie bars are inserted through the pavement surface, the concrete over the tie bars shall be reworked and refinished so that there is no evidence on the surface of the completed pavement that there has been an insertion performed. Loose tie bars shall be replaced by drilling and bonding as described in Item 1 above, at the Contractor's expense.
3. Install tie bars at longitudinal joints by using threaded dowel splice couplers fabricated from deformed bar reinforcement material, free of external welding or machining. Installation of threaded dowel splice couplers shall conform to the requirements of the manufacturer's recommendations.
4. Install tie bars at longitudinal joints by using tie bar baskets that conform to these special provisions, Tie bars shall be oriented perpendicular to the pavement joint and parallel with the surface of the pavement at mid-slab depth. Tie bar alignment tolerances shall conform to the requirements for dowel bars except embedment length tolerance shall be ± 2 in. If tie bar baskets are used, they shall be anchored to the base to hold the tie bars at the specified depth and alignment during concrete placement without displacement. A minimum of 8 alternating, equally spaced, concrete fasteners with clips shall be used to anchor each basket (4 per lower runner wire). Temporary spacer wires shall be cut or removed after the baskets are anchored into position before concrete placement. The Contractor shall demonstrate that the baskets are anchored and shall not shift during concrete placement. The Contractor shall provide longer concrete nails than the minimum lengths for the varying bases beneath the portland cement concrete when baskets demonstrate movement. Full compensation for providing longer concrete nails shall be considered as included in the contract unit price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

302-6.5.2.12 Dowel Placement

Dowel bars shall be centered on the joint within a tolerance of ± 2 in, in the longitudinal direction directly over the contact joint or sawcut for the transverse weakened plane

joints, as shown on the plans. Prior to placement of dowel bars, the Contractor shall submit to the Engineer a written procedure to identify the transverse weakened plane joint locations relative to the middle of the dowel bars and the procedure for consolidating concrete around the dowel bars. Dowel bars shall be placed at transverse weakened plane joints within shoulder areas except at drainage inlets. Dowel bars shall be placed at longitudinal joints as shown on the plans. Dowel bars shall be placed as shown on the plans by using dowel bar baskets. When dowel bar baskets are used, they shall be anchored to the base to hold the dowel bars at the specified depth and alignment during concrete placement without displacement.

A minimum of 8 alternating, equally spaced, concrete fasteners with clips shall be used to anchor each 11.8 ft dowel bar basket (4 per lower runner wire). At least 10 concrete fasteners shall be used for basket sections greater than 11.8 ft and less than or equal to 16 ft. Temporary spacer wires connecting dowel bar baskets shall be cut or removed after the dowel bar baskets are anchored into position prior to concrete placement. Paving shall be suspended when dowel bar baskets are not in place at least 197 ft in advance of the concrete placement operation. The Engineer may waive this requirement upon written request by the Contractor, in areas, where access is restricted, or other construction limitations are encountered.

The Contractor shall demonstrate to the Resident Engineer's satisfaction that dowel bar baskets are adequately anchored and not shift during concrete placement. The Contractor shall provide longer concrete nails than the minimum lengths for the varying bases beneath the portland cement concrete when anchored dowel bar baskets demonstrate movement. Full compensation for providing longer concrete nails shall be considered as included in the contract unit price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Dowel bar placement at transverse and longitudinal weakened plane joints	
Horizontal offset	±1 in
Longitudinal translation	±2 in
Horizontal skew	354 mils
Vertical skew	354 mils
Vertical depth	(d/3 +.5 in) from pavement surface to top of dowel

Note: d = pavement thickness in in

302-6.5.2.13 Liquid Joint Sealant Installation

The joint sealant detail for transverse and longitudinal joints, as shown on the plans, shall apply only to weakened plane joints. Weakened plane joints shall be constructed by the sawing method. Immediately after sawing, a water wash shall be used to remove the slurry from the sawing operation.

Transverse weakened plane joints shall be Type B as shown on the plans. Longitudinal weakened plane joints shall be Type B as shown on the plans.

Seven days after the concrete pavement placement and not more than 4 hours before placing backer rods and joint sealant materials, the joint walls shall be cleaned by the dry sand blast method and other means as necessary to remove from the joint objectionable material such as soil, asphalt, curing compound, paint and rust. Sand blasting shall be performed in at least 2 passes, one for each side of the joint, with the nozzle held at an angle to the joint within 1 to 2 in of the pavement.

After cleaning the joint, traces of sand, dust and loose material shall be removed from and near the joint for a distance along the pavement surfaces of at least 2 in on each side of the joint by the use of a vacuum device. Surface moisture or dampness shall be removed at the joints by means of compressed air or moderate hot compressed air or other means approved by the Engineer. Drying procedures that leave a residue or film on the joint wall shall not be used. Sandblasting equipment shall have a maximum nozzle diameter size of 236 ± 40 mils and a minimum pressure of 90 PSI.

Backer rods shall be installed when the temperature of the portland cement concrete pavement is above the dew point of the air and when the air temperature is 39.2 °F or above. Backer rod shall be installed when the joints to be sealed have been properly patched, cleaned and dried, as determined by the Engineer. Methods of placing backer rod that leave a residue or film on joint walls shall not be used.

Immediately after placement of the backer rod, joint sealant shall be placed in the clean, dry, prepared joints as shown on the plans. The joint sealant shall be applied using a mechanical device with a nozzle shaped to fit inside the joint to introduce the sealant from inside the joint. Adequate pressure shall be applied to the sealant to ensure that the sealant material is extruded evenly and that full continuous contact is made with the joint walls. After application of the sealant, the surface of the sealant shall be recessed as shown on the plans.

Failure of the joint material in either adhesion or cohesion will be cause for rejection of the joint. The finished surface of joint sealant shall conform to the dimensions and allowable tolerances shown on the plans. Rejected joint materials or joint material whose finished surface does not conform to the dimensions shown on the plans, as determined by the Engineer, shall be repaired or replaced, at the Contractor's expense, with joint material that conforms to the requirements.

After each joint is sealed, surplus joint sealer on the pavement surface shall be removed. Traffic shall not be permitted over the sealed joints until the sealant is tack free and set sufficiently to prevent embedment of roadway debris into the sealant.

Longitudinal seals shall be installed before installing transverse seals. Longitudinal seals shall be continuous except at intersections with transverse seals. Transverse seals shall be installed in one continuous piece throughout each transverse joint. After the longitudinal seal is completed and the transverse seal is ready to be installed, a single cut with a sharp instrument or saw shall be made across the longitudinal seal at the middle of the intersection with the transverse seal. After the initial cut of the longitudinal seal, if the longitudinal joint material does not relax enough to allow proper installation of the transverse seal, the longitudinal joint material shall be trimmed precisely to accommodate the transverse seal and form a tight seal between the 2 joints.

An installation machine specifically designed for the installation of preformed compression joint seals shall be used to install the seal at the specified depth without cutting, nicking, or twisting the seal. The installation machine shall install the seal with no more than 4 percent stretch in the installed seal. Hand installation methods of installing seals will not be permitted.

The percentage of stretch shall be determined by laying a length of the preformed compression joint seal material cut to the exact length of the pavement joint to be sealed. The length shall then be measured. The cut length of preformed compression joint seal material shall then be installed in the joint. Excess amount of seal material remaining at the end of the joint shall be measured as the amount of stretch. The measured amount of stretch shall be divided by the original measured length to determine the percentage of stretch.

The completed seal shall not be twisted or have deformities that prevent the seal from making complete continuous contact with the joint walls. Seals installed that are twisted or deformed, or do not make continuous contact with joint walls or with greater than 4 percent stretch of the joint material will be rejected and removed.

302-6.5.2.14 Constructing Transverse Contact Joints

A transverse contact (construction) joint shall be constructed, including dowel bars, at the end of each day's work or where concrete placement is interrupted for more than 30 minutes, to coincide with the next weakened plane joint location.

If sufficient concrete has not been mixed to form a slab to match the next weakened plane joint, when an interruption occurs, the excess concrete shall be removed and disposed of back to the last preceding joint. The cost of removing and disposing of excess concrete shall be at the Contractor's expense. A metal or wooden bulkhead (header) shall be used to form the joint. The bulkhead shall be designed to accommodate the installation of dowel bars.

302-6.5.2.15 Constructing Longitudinal Isolation Joints

Final alignment of perpendicular transverse weakened plane joints in pavement shall not be made to match the spacing or skew of the weakened plane joints in the existing parallel concrete pavement. Tie bars shall not be placed across longitudinal isolation joints. The edge of the existing pavement shall be saw cut a width 118 mils and to the full depth of the existing concrete pavement to produce a flat vertical face. Prior to placing concrete, joint filler material shall be placed as shown on the plans. The joint filler shall be secured to the face of the existing pavement joint face by a method that will hold the joint filler in place and prevent the new concrete from adhering to the existing concrete, during placement of concrete. Sealant for longitudinal isolation joints shall be silicon and placed in conformance with the requirements for liquid joint sealant installation as specified above, except references to backer rods shall not apply.

302-6.5.2.16 Constructing Transverse Joint Connections And Anchors

Concrete pavement joints at transitions to asphalt concrete pavement, pavement end anchors and bridge approach slabs shall conform to the details as shown on the plans. Paint binder shall be applied to the concrete surface that asphalt concrete pavement will contact.

302-6.5.2.17 Constructing Weakened Plane Joints (Early Entry Saw Method)

The Contractor may construct weakened plane joints using lighter weight concrete saws (early entry saws) specifically designed for sawing fresh concrete without the use of water. The early entry saws shall be capable of sawing joints within 2 hours of cure time after placement of the concrete pavement without ravelling or tearing. Joints sawed with early entry saws that develop random cracking shall be removed to the nearest controlled joint and replaced with concrete pavement containing dowel bars and tie bars in conformance with these special provisions and as shown on the plans. The removal and replacement work shall be at the Contractor's expense. Weakened plane joints not sawed within 2 hours of placing concrete pavement shall be sawed by conventional power driven wet-type concrete saws.

Sawed grooves shall be cut to a maximum of 118 mils in width for longitudinal and transverse weakened plane joints made with early entry saws.

302-6.5.2.18 Tie Bars Along Longitudinal Joint For Short Radius Curves

When paving along short radius curves, the transverse joints shall be maintained in a single continuous straight line across lanes, through the radius point. Tie bars shall maintain minimum clearance from the transverse joint as shown on the plans. If the inside or outside curve of the panel does not allow equal uniform spacing of tie bars at 28 inches between tie bars, then the tie bars shall be equally spaced so that a minimum spacing of 15 inches to a maximum spacing of 28 inches is maintained

between tie bars. Additional tie bars shall be considered as included in the contract price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

If dowel bars are specified along longitudinal joint for short radius curves, then dowel bars shall conform to the requirements of this special provision for tie bars spacing and tolerance.

302-6.8 Measurement and Payment. To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

Concrete pavement will be measured by the cubic yard. No deduction will be made for the volume of epoxy-coated dowel bars, epoxy-coated tie bars and, when used, tie bar baskets with fasteners and dowel bar baskets with fasteners, in the concrete pavement.

The contract price paid per cubic yard for "Jointed Plain Concrete Pavement (11.5 Inch Thick)" shall include full compensation for furnishing all labor, materials (including cementitious material in the amount determined by the Contractor), tools, equipment, and incidentals, and for doing all the work involved in constructing the portland cement concrete pavement complete in place, including subgrade preparation, saw-cutting existing edges, furnishing and placing epoxy-coated dowel bars, epoxy-coated tie bars and, when used, any tie bar baskets and dowel bar baskets with fasteners, submittal to the Engineer all test data for determination of mix proportions of concrete for concrete pavement and for providing the facility, for constructing and repairing all joints; for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer; and for removing, and replacing pavement for deficient thickness, as shown on the plans, as specified in these special provisions, and as directed by the Resident Engineer.

Full compensation for drilling holes and bonding tie bars with epoxy resin shall be considered as included in the contract price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Full compensation for drilling holes and bonding dowel bars with epoxy resin shall be considered as included in the contract price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Full compensation for furnishing and placing epoxy coated reinforcement for transition end panel shall be considered as included in the contract price paid per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Full compensation for furnishing and placing paint binder (tack coat) for transition end panel shall be considered as included in the contract price per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Full compensation for Sealing longitudinal and transverse weakened plane joints, and longitudinal isolation joints in portland cement concrete pavement, including full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing pavement joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, furnishing and installing backer rod, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, as shown on the plans, as specified in these special provisions, and as directed by the Resident Engineer shall be considered as included in the contract price per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

Full compensation for sealing longitudinal isolation joint, including furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing longitudinal isolation joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, furnishing and installing joint filler material, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Resident Engineer, shall be considered as included in the contract price per cubic yard for concrete pavement and no additional compensation will be allowed therefore.

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

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

SECTION 303 –CONCRETE AND MASONRY CONSTRUCTION

303-1.11 **Payment.** To the "GREENBOOK", ADD the following:

The contract bid price for "Gravity Retaining Wall (Type A)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, gravel, excavation and select pervious backfill behind the wall, additional backfill and compaction, retaining walls, including concrete, grout, mortar, reinforcement, footings, filter fabric, waterproofing, weel holes, gravel drains, 4" perforated PVC drain pipes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer. All work shall be completed in accordance with Section 300-1-1-1 "Remove and Salvage."

303-4.1.2 **Construction.** To the "WHITEBOOK", ADD the following:

Retaining walls shall be measured by the Square Foot (SF) of the exposed face from the top of the footing up to the top of the wall.

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

The contract bid price for "Masonry Retaining Wall (Type 5, Case 1)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, gravel, excavation and select pervious backfill behind the wall, additional backfill and compaction, retaining walls, including concrete, grout, mortar, reinforcement, footings, filter fabric, waterproofing, weel holes, gravel drains, 4" perforated PVC drain pipes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer. All work shall be completed in accordance with Section 300-1-1-1 "Remove and Salvage."

SECTION 304 -METAL FABRICATION AND CONSTRUCTION

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

304-6 PAYMENT. To the "WHITEBOOK", ADD the following:

2. The payment for the linear foot bid item of "Salvage and Relocate Chain Link Fence" shall include full compensation for all labor, materials, and equipment required to relocate fence by salvaging and reinstalling chain link mesh on new post with new hardware per plan, per specifications, and as directed by the Resident Engineer. All work shall be completed in accordance with Section 300-1.1.1 Remove and Salvage.
3. The payment for the linear foot bid item of "Chain Link Fence" shall include full compensation for all labor, materials, and equipment required to install new chain link mesh on new post with new hardware per plan, per specifications, and as directed by the Resident Engineer. All work shall be completed in accordance with Section 300-1.1.1 Remove and Salvage.
4. The unit price paid for "Temporary Chain Link Fence (Secure)" shall include full compensation for all labor, materials, equipments, and incidentals required to install 6' high chain link fence with barbed wire extension arms as indicated on plans. Fence post may be installed by coring existing concrete pavement or installation of standard footings. This unit price also includes for the removal of the temporary security fence so that the permanent relocated fence may be installed.
5. The payment for the linear foot bid item of "Chain Link Fence with Slats (8 Foot)" shall include full compensation for all labor, materials, and equipment required to install new chain link mesh on new posts with new slats and hardware per plan, per specifications, and as directed by the Resident Engineer.

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

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

The lump sum price bid for “Painted Traffic Stripes and Painted Markings”, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting traffic stripes and pavement markings including curb markings, reflectors, raised reflective pavement markers, repainting, temporary striping, parking lot striping, and the removal of all existing stripes and markings in conflict with proposed striping plan if needed or otherwise called out for removal complete in place in accordance with the plans, the Standard Specifications and these special provisions, and as directed by the Engineer. The contractor will be responsible for all markings and delineation until such time as the street(s) are accepted by the City of San Diego.

314-4.4.6 Payment. To the “WHITEBOOK”, DELETE in its entirety and SUBSTITUTE with the following:

1. No separate payment shall be made for establishing alignment for stripes and layout Work.
2. The payment for the installation of proposed thermoplastic striping and thermoplastic pavement markings, in accordance to the Plans, shall be included in the Bid items for “Thermoplastic Traffic Striping” and “Thermoplastic Pavement Markers”, when provided.

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

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

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

601-3.6.5 Temporary Traffic Barriers. To the “WHITEBOOK” ADD the following:

Concrete Barrier (Type K) shall be used for phased traffic control and installed permanently as a lane divider as indicated on the plans and as directed by the Resident Engineer.

Concrete Barrier (Type K) shall consist of interconnected new or undamaged used precast concrete barrier units as shown on the plans. Exposed surfaces of new and

used units shall be freshly coated with a white color paint prior to their first use on the project. The paint shall conform to the provisions in Section 310, "Painting".

Concrete Barrier (Type K) in temporary locations shall be set on firm, stable foundation. The foundation shall be graded to provide a uniform bearing throughout the entire length of the railing. Any excavation and fill shall conform to the provisions in Section 300-3, "Structure Excavation and Backfill," except that compaction of earth fill placed behind the Concrete Barrier (Type K) in a curved layout will not be required. Abutting ends of precast concrete units shall be placed and maintained in alignment without substantial offset to each other. The precast concrete units shall be positioned straight on tangent alignment and on a true arc on curved alignment. At the locations required on the plans, threaded rods or dowels shall be bonded in holes drilled in the existing concrete. After removal of the Concrete Barrier (Type K), all threaded rods or dowels shall be removed to a depth of at least one inch below the surface of the concrete. Each rail unit placed within 10 feet of a traffic lane shall have a reflector installed on top of the rail. Reflectors shall be as specified in the special provisions, and adhesive shall conform to the reflector manufacturer's recommendations. A Type P marker panel shall also be installed at each end of railing installed adjacent to a two-lane, two-way highway and at the end facing traffic of railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, the marker shall be installed at the end of the skew nearest the traveled way. When temporary railings (Type K) are moved, any area where temporary excavation or embankment was used to accommodate the temporary railing shall be restored to its previous condition or constructed to its planned condition. Concrete barrier (Type K) shall remain in place at the completion of the contract.

601-6 **Payment.** To the "WHITEBOOK", DELETE IN ITS ENTIRETY AND SUBSTITUTE the following:

- a) The payment for the linear foot bid item of "Install Traffic Control - K-Rail" shall include full compensation for all labor, materials, and equipment required to maintain and repair the K-rail; excavate and backfill; drill holes and grout threaded rods or dowels when required; remove threaded rods or dowels and fill drilled holes with mortar; move and replace removable panels as required, complete in place; and all incidentals in order to install K-Rail to its temporary location per plan, per specifications, and as directed by the Resident Engineer.

- b) The payment for the linear foot bid item of "Relocate K-Rail" shall include full compensation for all labor, materials, and equipment required to maintain and repair the K-rail; excavate and backfill; drill holes and grout threaded rods or dowels when required; remove threaded rods or dowels and fill drilled holes with mortar; move and replace removable panels as required, complete in place; and all incidentals in order to install K-Rail to its permanent location including W-Beam guard rail, Thrie Beam Rail Elements, and related incidental work per plan, per specifications, and as directed by the Resident Engineer. The

K-Rail drainage openings shall be constructed between K-Rail sections at the locations and in conformance with the details shown on the plans. The finished opening for the drainage access shall be clear and unobstructed for the dimensions shown on the plans.

Construction of the drainage access may require the modification of the K-Rail sections. If the K-Rail is cut or shortened, all exposed reinforcement shall be patched with concrete mortar.

- c) The payment for the bid item of "Install Crash Cushion (Absorb 350) or equivalent)" shall include full compensation for all labor, materials (including anchor bolts, nuts, washers, and marker panels), tools, equipment, and incidentals, and for doing all the work involved in installing the crash cushion, complete in place, including structure excavation, structure backfill, and disposing of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. The contract unit price will pay for the temporary installation of the crash cushion system to accommodate the phasing of the traffic control plans.
- d) The payment for the bid item of "Relocate Crash Cushion (Absorb 350 or equivalent)" shall include full compensation for all labor, materials (including anchor bolts, nuts, washers, and marker panels), tools, equipment, and incidentals, and for doing all the work involved in relocating the crash cushion, complete in place, including structure excavation, structure backfill, and disposing of surplus material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. The contract unit price will pay for the relocation of the crash cushion system to accommodate the phasing of the traffic control plans for the final installation of the crash cushion system as indicated on the plans.

SECTION 701 – CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", ADD the following:

- 19. The payment for "Salvage and Relocate Parking Lot Lights" shall include full compensation for all labor, equipment, and materials to salvage parking lot lights, install new parking lot light pull boxes, new electrical conduits, new conductors, relocate parking lot lights onto new foundations, and other such items as required on the Plans or these Special Provisions, except for Work covered in separate bid items, and no additional compensation will be allowed.

SECTION 800 - MATERIALS

ADD:

800-4 RAIN GARDEN/BIORETENTION SOIL MEDIA (BSM).

800-4.1 General. Bioretention Soil Media (BSM) is a formulated soil mixture that is intended to filter storm water and support plant growth while minimizing the leaching of chemicals found in the BSM itself. BSM consists of 70% to 85% by volume washed sand and 15% to 30% by volume compost or alternative organic amendment. Alternative proportions may be justified under certain conditions. BSM shall be mixed thoroughly using a mechanical mixing system at the plant site prior to delivery. In order to reduce the potential for leaching of nutrients, the proportion of compost or alternative organic amendment shall be held to a minimum level that will support the proposed vegetation in the system.

800-4.1.1 Sand for Bioretention Soil Media. The sand shall conform to ASTM C33 “fine aggregate concrete sand” requirements. A sieve analysis shall be performed in accordance with ASTM C 136, ASTM D 422, or approved equivalent method to demonstrate compliance with the gradation limits shown in Table 800-4.1.1 (A). The sand shall be thoroughly washed to remove fines, dust, and deleterious materials prior to delivery. Fines passing the No. 200 sieve shall be non-plastic.

Table 800-4.1.1 (A) Sand Gradation Limits

Sieve Size (ASTM D422)	Percent Passing (by weight)	
	Minimum	Maximum
3/8 inch	100	100
#4	95	100
#8	80	100
#16	50	85
#30	25	60
#50	5	30
#100	0	10
#200	0	5

Note: Coefficient of Uniformity (Cu = D60/D10) equal to or greater than 4

800-4.1.2 Compost. Compost shall be certified by the U.S. Composting Council’s Seal of Testing Assurance Program or an approved equivalent program. Compost shall comply with the following requirements:

1. Organic Material Content shall be 35% to 75% by dry weight.

2. Carbon to nitrogen (C:N) ratio shall be between 15:1 and 40:1, preferably above 20:1 to reduce the potential for nitrogen leaching/washout.
3. Physical contaminants (manmade inert materials) shall not exceed 1% by dry weight.
4. pH shall be between 6.0 and 7.5.
5. Soluble Salt Concentration shall be less than 10 dS/m (Method TMECC 4.10-A, USDA and U.S. Composting Council).
6. Maturity (seed emergence and seedling vigor) shall be greater than 80% relative to positive control (Method TMECC 5.05-A, USDA and U.S. Composting Council)
7. Stability (Carbon Dioxide evolution rate) shall be less than 2.5 mg CO₂-C per g compost organic matter (OM) per day or less than 5 mg CO₂-C per g compost carbon per day, whichever unit is reported. (Method TMECC 5.08-B, USDA and U.S. Composting Council). Alternatively a Solvita rating of 6 or higher is acceptable.
8. Moisture shall be 25%-55% wet weight basis.
9. Select Pathogens shall pass US EPA Class A standard, 40 CFR Section 503.32(a).
10. Trace Metals shall pass US EPA Class A standard, 40 CFR Section 503.13, Tables 1 and 3.
11. Shall be within gradation limits in Table 800-4.1.2 (ASTM D 422 sieve analysis or approved equivalent).

Table 800-4.1.2 Compost Gradation Limits

Sieve Size	Percent Passing (by weight)
16 mm (5/8")	99 to 100
6.3 mm (1/4")	40 to 95
2 mm	40 to 90

800-4.1.3 Alternative Mix Components and Proportions. Alternative mix components and proportions may be utilized, provided that the whole blended mix (800-4.2) conforms to agricultural, chemical, and hydraulic suitability criteria, as applicable. Alternative mix designs may include alternative proportions, alternative organic amendments and/or the use of natural soils. Alternative mixes are subject to approval by the Resident Engineer.

Additional mix components, such as granular activated carbon, zeolite, and biochar may be considered to improve performance for other parameters.

800-4.2 Whole BSM Testing Requirements and Criteria. You shall submit the following information to the Resident Engineer at least 30 Days prior to ordering materials:

1. Source/supplier of BSM,
2. Location of source/supplier,
3. A physical sample,
4. Available supplier testing information,
5. Whole BSM test results from a third party independent laboratory,
6. Description of proposed methods and schedule for mixing, delivery, and placement of BSM.

Test results shall be no older than 120 Days and shall accurately represent the materials and feed stocks that are currently available from the supplier.

Test results shall demonstrate conformance to agricultural suitability criteria (800-4.2.1), chemical suitability criteria (800-4.2.2), and hydraulic suitability criteria (800-4.2.3). No delivery, placement, or planting of BSM shall begin until test results confirm the suitability of the BSM. You shall submit a written request for approval which shall be accompanied by written analysis results from a written report of a testing agency. The testing agency shall be registered by the State for agricultural soil evaluation which indicates compliance stating that the tested material proposed source complies with these specifications.

800-4.2.1 BSM Agricultural Suitability. The BSM shall be suitable to sustain the growth of the plants specified and shall conform to the following requirements:

- a) pH shall be between 6.0-7.5.
- b) Salinity shall be less than 3.0 millimho/cm (as measured by electrical conductivity).
- c) Sodium adsorption ration (SAR) shall be less than 3.0.
- d) Chloride shall be less than 150 ppm.

The test results shall show the following information:

- a) Date of testing
- b) Project name
- c) The Contractor's name
- d) Source of materials and supplier's name

- e) pH
- f) E_c
- g) Total and plant available elements (mg/kg particle concentration): phosphorus, potassium, iron, manganese, zinc, copper, boron, calcium, magnesium, sodium, sulfur, molybdenum, nickel, aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, mercury, selenium, silver, strontium, tin, and vanadium. Plant available concentration shall be assessed based on weak acid extraction(ammonium Bicarbonate/DTPA soil analysis or similar)
- h) Soil adsorption ratio
- i) Carbon/nitrogen ratio
- j) Cation exchange capacity
- k) Moisture content
- l) Organic content
- m) An assessment of agricultural suitability based on test results
- n) Recommendations for adding amendments, chemical corrections, or both.

BSM which requires amending to comply with these specifications shall be uniformly blended and tested in its blended state prior to testing and delivery

800-4.2.2 BSM Chemical Suitability. For systems with underdrains, the BSM shall exhibit limited potential for leaching of pollutants that are at levels of concern. Potential for pollutant leaching shall be assessed using either the Saturated Media Extract Method (aka, Saturation Extract) that is commonly performed by agricultural laboratories or the Synthetic Precipitation Leaching Procedure (SPLP) (EPA SW-846, Method 1312). The referenced tests express the criteria in terms of the pollutant concentration in water that is in contact with the media. In areas in which a pollutant or pollutants are associated with a water quality impairment or a TMDL, BSM in systems with underdrains shall conform to the following Saturation Extract or SPLP criteria for applicable pollutant(s):

1. Nitrate < 3 mg/L
2. Phosphorus < 1 mg/L*
3. Zinc < 0.1 mg/L
4. Copper < 0.025 mg/L
5. Lead < 0.025 mg/L
6. Arsenic < 0.02 mg/L

7. Cadmium < 0.01 mg/L
8. Mercury < 0.01 mg/L
9. Selenium < 0.01 mg/L

Criteria shall be met as stated where a pollutant is associated with a water quality impairment or Total Maximum Daily Load (TMDL) in any downstream receiving water. Criteria may be waived or modified, at the discretion of the Resident Engineer, where a pollutant does not have a nexus to a water quality impairment or TMDL of downstream receiving water(s). Criteria may also be modified at the discretion of the Resident Engineer if the you demonstrate that suitable BSM materials cannot be feasibly sourced within a 50 mile radius of the project site and a good faith effort has been undertaken to investigate available materials.

The chemical suitability criteria listed in this section do not apply to systems without underdrains, unless groundwater is impaired or susceptible to nutrient contamination.

800-4.2.3 BSM Hydraulic Suitability.

1. The saturated hydraulic conductivity or infiltration rate of the whole BSM shall be measured by one of the following methods:
 - a. Measurement of hydraulic conductivity (USDA Handbook 60, method 34b) (commonly available as part of standard agronomic soil evaluation).
 - b. ASTM D2434 Permeability of Granular Soils (at approximately 85% relative compaction Standard Proctor, ASTM D698).
2. BSM shall conform to hydraulic criteria associated with the BMP design configuration that best applies to the facility where the BSM will be installed.
 - a) **Systems with unrestricted underdrain system (i.e., media control).** For systems with underdrains that are not restricted, the BSM shall have a minimum measured hydraulic conductivity of 8 inches per hour to ensure adequate flow rate through the BMP and longevity of the system. The BSM should have a maximum measured hydraulic conductivity of no more than 20 inches per hour. BSM with higher measured hydraulic conductivity may be accepted at the discretion of the Resident Engineer. In all cases, an upturned elbow system on the underdrain, measuring 9 to 12 inches above the invert of the underdrain, should be used to control velocities in the underdrain pipe and reduce potential for solid migration through the system.
 - b) **Systems with restricted underdrain system (i.e., outlet control).** For systems in which the flowrate of water through the media is

controlled via an outlet control device (e.g., orifice or valve) affixed to the outlet of the underdrain system, the hydraulic conductivity of the media should be at least 15 inches per hour and not more than 40 inches per hour. The outlet control device should control the flowrate to between 5 and 12 inches per hour.

- c) **Systems without underdrains.** For systems without underdrains, the BSM shall have a hydraulic conductivity at least 4 times higher than the underlying soil infiltration rate, but shall not exceed 12 inches per hour.

800-4.3 Delivery, Storage and Handling. You shall not deliver or place soils in frozen, wet, or muddy conditions. You shall protect soils and mixes from absorbing excess water and from erosion at all times. You shall not store materials unprotected during large rainfall events (>0.25 inches). If water is introduced into the material while it is stockpiled, you shall allow the material to drain to the acceptance of the Resident Engineer before placement.

BSM shall be thoroughly mixed prior to delivery using mechanical mixing methods such as a drum mixer. BSM shall be lightly compacted and placed in loose lifts approximately 12 inches (300 mm) to ensure reasonable settlement without excessive compaction. Compaction within the BSM area shall not exceed 75 to 85% standard proctor within the designed depth of the BSM. Machinery shall not be used in the bioretention facility to place the BSM. A conveyor or spray system shall be used for media placement in large facilities. Low ground pressure equipment may be authorized for large facilities at the discretion of the Resident Engineer.

Placement methods and BSM quantities shall account for approximately 10% loss of volume due to settling. Planting methods and timing shall account for settling of media without exposing plant root systems.

The Engineer may request up to three double ring infiltrometer tests (ASTM D3385) or approved alternative tests to confirm that the placed material meets applicable hydraulic suitability criteria (800-4.2.3). In the event that the infiltration rate of placed material does not meet applicable criteria, the Resident Engineer may require replacement and/or decompaction of materials.

800-4.4 Quality Control and Acceptance. Close adherence to the material quality controls herein are necessary in order to support healthy vegetation, minimize pollutant leaching, and assure sufficient permeability to infiltrate/filter runoff during the life of the facility. Amendments may be included to adjust agronomic properties. Acceptance of the material will be based on test results certified to be representative. Test results shall be conducted no more than 120 Days prior to delivery of the blended BSM to the project site. For projects installing more than 100 cubic yards of BSM, batch-specific tests of the blended mix shall be provided to the Resident Engineer for every 100 cubic yards of BSM along with a site plan showing the placement locations of each BSM batch within the facility.

800-4.5 Integration with Other Specifications. This specification includes, is related to, and may depend or have dependency on other specifications, including but not limited to:

- Plantings and Hydroseed
- Mulch
- Aggregate (choking stone, drainage stone, energy dissipation)
- Geotextiles
- Underdrains
- Outlet control structures
- Excavation

Execution of this specification requires review and understanding of related specifications. Where conflicts with other specifications exist or appear to exist, you shall consult with the Resident Engineer to determine which specifications prevail.

800-4.6 AGGREGATE MATERIALS FOR BSM DRAINAGE LAYERS.

800-4.6.1 Drainage of BSM. Drainage of BSM requires the use of specific aggregate materials for filter course (aka choking layer) materials and for an underlying drainage and storage layer.

800-4.6.1.1 Rock and Sand Products for Use in BSM Drainage. Size classifications detailed in Tables 800-4.6.1 (A) and 800-4.6.1 (B) shall apply with respect to BSM drainage materials. All sand and stone products used in BSM drainage layers shall be clean and thoroughly washed.

Table 800-4.6.1 (A) Crushed Rock and Stone Gradation Limits

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
3 in	-	-
2.5 in	-	-
2 in	-	-
1.5 in	100	-
1 in	95 – 100	-
0.75 in	-	-
0.5 in	25 – 60	100

Sieve Size	Percent Passing Sieves	
	AASHTO No. 57 ⁽¹⁾	ASTM No. 8 ⁽¹⁾
0.375 in	-	85 – 100
No. 4	10 max.	10 – 30
No. 8	5 max.	0 – 10
No. 16		0 – 5
No. 50		-

Table 800-4.6.1 (B) Sand Gradation Limits

Sieve Size	Percent Passing Sieves
	Choker Sand - ASTM C33
0.375 in	100
No. 4	95 – 100
No. 8	80 – 100
No. 16	50 – 85
No. 30	25 – 60
No. 50	5 – 30
No. 100	0 – 10
No. 200	0 – 3

800-4.6.1.2 Graded Aggregate Choker Stone. Graded aggregate choker material is installed as a filter course to separate BSM from the drainage rock reservoir layer. This ensures that no migration of sand or other fines occurs. The filter course consists of two layers of choking material increasing in particle size. The top layer of the filter course shall be constructed of thoroughly washed ASTM C33 fine aggregate sand material conforming to gradation limits contained in Table 212-4.6.1(B). The bottom layer of the filter course shall be constructed of thoroughly washed ASTM No. 8 aggregate material conforming to gradation limits contained in Table 212-4.6.1(A).

800-4.7 Submittals

1. Product Data and Samples: Furnish copies of manufacturer's literature and laboratory analytical data for review of the following item:
 - A. Filter Media Mix for Bioretention Basin, 1 quart
2. Test Reports: Submit the results of the following test to the Engineer:
 - B. Filter Media Mix for Bioretention Basins:
 - i. Provide certifications from the soil supplier or an accredited laboratory that the Filter Media Mix meets the requirements of this guideline specification.
 - ii. Results from Test ASTM F1815-06 Method A [saturated hydraulic conductivity], and ASTM D 422 [grain size analysis]. Approved testing labs include:
 - a) Testing laboratories approved for construction material testing by the City of San Diego.
 - iii. Describes equipment and methods used to mix the sand and compost to produce Filter Media Mix.
 - iv. Provide the following information about the testing laboratory including:
 - a) Name of laboratory
 - b) contact person(s)
 - c) address(es)
 - d) phone contact(s)
 - e) e-mail address(es)

800-4.8 Execution

1. Bioretention Basin Bed Protection: Stormwater shall not be allowed to enter the bioretention basins until all construction and staging upstream and one block downstream is complete thereby reducing impacts on the Filter Media Mix from high sediment loads associated with construction. All inlets to the bio-infiltration beds should be blocked to eliminate inflow of stormwater. During excavation, avoid smearing of the soils on bottom and side slopes. Minimize compaction of native soils and "rip" soils if clayey and/or compacted.
2. In-situ Percolation Testing Filter Media Mix: Conduct an in-situ percolation rate test within bioretention basins for a test area of at least 2' by 2'. Methodology shall include soil saturation following by a percolations test. For saturation,

continuously add water to the test area to saturate the formation (minimum saturation period of 2 hours). To complete percolation test, add water to the test area while keeping the water height constant (minimum test 4 hours). Record the volume of the added water and time during the testing. Percolation rate is linearly proportional to the volume of the added water. In-situ percolation shall be a minimum rate of 5 inches per hour and a maximum rate of 10 inches per hour.

3. Failure of Percolation Test:
 - A. Report in writing to the Engineer of all areas not passing these tests, and all soil conditions that the Contractor considers detrimental to drainage/percolation.
 - B. The Contractor is to use recommendations as provided by the Engineer and make a proposal that states condition, and cost estimate for correcting the unsatisfactory conditions.
 - C. Obtain the Engineer's instructions prior to proceeding with the work.
 - D. Re-test after corrections have been made under the direction of the Engineer.
 - E. Failure to perform drainage tests, and/or to notify the Engineer in writing of the conditions specified above, renders the Contractor responsible for all bioretention basin/drainage failure that occurs, as determined by the Engineer.

800-4.9 Measurement and Payment

Payment for "Rain Garden" will be made at the contract lump sum price indicated in the Bid Schedule and shall include full compensation for the bioretention soil media, rain garden planting construction, silt posts, rain garden planting establishment, gravel, sand, stone, concrete berm, rip rap, impermeable liner and geotextile, cleanouts, perforated underdrain pipes and all other necessary items not included in other pay items.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the rain garden, complete in place, as shown on the plans and as specified in these Special Provisions and the City of San Diego Standard Specifications or the Standard Specifications, the City of San Diego Storm Water Manual, and the Standard Plans and as directed by the Engineer and no additional compensation will be allowed therefore.

SECTION 802 – NATIVE HABITAT PROTECTION, INSTALLATION, MAINTENANCE, AND MONITORING

802-2.1 Project Biologist. To the "WHITEBOOK", ADD the following:

5. The City will 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.

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

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

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

END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A

MITIGATED NEGATIVE DECLARATION AND ERRATA TO MITIGATED NEGATIVE DECLARATION



Advance Planning &
Engineering Division
(619) 446-5460

MITIGATED NEGATIVE DECLARATION

Project No. 202998
SCH No. 2015051020

SUBJECT: OTAY TRUCK ROUTE PHASE IV: SITE DEVELOPMENT PERMIT to construct and improve an existing unimproved road through widening and extending the existing Otay Truck Route, which fronts a portion of the U.S./Mexico border in the Otay Mesa community of the City of San Diego. The proposed road improvements would include a combination of asphalt roadway, concrete curbs, retaining walls, and structure elements. The total length of the improvements would be approximately 2.0 miles, including 0.9 mile of existing paved road that would be resurfaced and widened, and 1.1 mile of existing gravel road would be paved and widened. In addition to the east/west alignment, the project also entails improvements along existing north/south streets connecting to the Otay Truck Route, including Britannia Boulevard, La Media Road, and Drucker Lane. Four linear storm water detention basins would be constructed adjacent to the widened road. Storm water basins would be designed, constructed, and vegetated pursuant to the City's Storm Water Standards Manual. Three staging yards have been identified, all in disturbed areas adjacent to or near the proposed alignment. The westernmost staging yard would be located on a vacant, graded pad immediately north of Segment 2 and west of the Cross Border Facility property. The central staging yard would be located in a disturbed area west of La Media Road and north of Segment 2. This staging yard has been located to avoid vernal pools that were identified in road ruts within this disturbed parcel. The easternmost staging yard would be located along the eastern shoulder of Drucker Lane and north of Segment 3. Applicant: City of San Diego Engineering & Capital Project.

UPDATE: February 3, 2016. Revisions and/or minor corrections have been made to this document when compared to the final Mitigated Negative Declaration (MND). More specifically, the off-site mitigation site identified under Option 2 of the Biological Resources (Mitigation Site) was no longer available and necessitated the identification of an alternative mitigation site. Also, a comment letter (Murphy Development) was received after the end of public review has been

incorporated along with staff's responses. In accordance with the California Environmental Quality Act, Section 15073.5(c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modifications does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is the identification of new significant environmental impacts or the addition of a new mitigation measure required to avoid a significant environmental impact. The modifications within the environmental document do not affect the environmental analysis or conclusions of the Mitigated Negative Declaration. All revisions are shown in a ~~double-strikethrough~~ and/or double underline format

UPDATE: June 25, 2015. Revisions and/or minor corrections have been made to this document when compared to the draft Mitigated Negative Declaration. More specifically, typographical errors and clarifications were made to the final environmental document. In accordance with the California Environmental Quality Act, Section 15073.5(c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modifications does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is the identification of new significant environmental impacts or the addition of a new mitigation measure required to avoid a significant environmental impact. The modifications within the environmental document do not affect the environmental analysis or conclusions of the Mitigated Negative Declaration. All revisions are shown in a ~~strikethrough~~ and/or underline format.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION: The City of San Diego conducted an Initial Study, which determined that the proposed project could have a significant environmental effect in the following areas(s): **BIOLOGICAL RESOURCES** and **LAND USE (MSCP SUBAREA PLAN – LAND USE ADJACENCY GUIDELINES)**. 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 or Bid Opening/Bid Award, whichever is applicable, 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: Not applicable.

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, applicant is also required to call RE and MMC at 858-627-3360

2. **MMRP COMPLIANCE:** This Project, Project Tracking System (PTS) Number 202998 and/or Environmental Document Number 202998, 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: **Army Corps of Engineers (ACOE), U.S. Fish & Wildlife Service (USFWS), California Department of Fish & Wildlife (CDFW), Regional Water Quality Control Board (RWQCB)**

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:

DOCUMENT SUBMITTAL/INSPECTION CHECKLIST		
Issue Area	Document Submittal	Associated Inspection/Approvals/Notes
General	Consultant Qualification Letters	Prior to Preconstruction Meeting
General	Consultant Construction Monitoring Exhibits	Prior to or at Preconstruction Meeting
Land Use	Land Use Adjacency Issues CVSRs	Land Use Adjacency Issue Site Observations
Biology	Biologist Limit of Work Verification	Limit of Work Inspection
Biology	Biology Reports	Biology/Habitat Restoration Inspection
Bond Release	Request for Bond Release Letter	Final MMRP Inspections Prior to Bond Release Letter

C. SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS

Biological Resources

Prior to the issuance of a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable, direct impacts to sensitive upland and wetland habitats identified in Table 1 (Table 1 within Otay Truck Route Phase IV Project, Conceptual Habitat Restoration Mitigation Plan, prepared by AECOM, dated December 2014) would be mitigated in accordance with mitigation ratios required by the City of San Diego’s Biology Guidelines satisfactory to the ADD Environmental Designee of DSD.

Project Impacts and Mitigation Ratios for Natural Communities

Vegetation Community/ Land Cover Type	Project Impacts (acres)	Mitigation Ratio if Preserved Inside MHPA	Mitigation Ratio if Preserved Outside MHPA	Mitigation Required Inside MHPA	Mitigation Required Outside MHPA
UPLANDS					
Native Annual Grassland ^a	4.29	1:1	2:1	4.29	8.58
Nonnative Annual Grassland	1.33	0.5:1	1:1	0.67	1.33
Disturbed Habitat	3.46	0.5:1	1:1	1.73	3.46
Developed	8.22	0:1	0:1	0	0
Saltbush scrub ^a	0.00	1:1	1.5:1	0	0
Subtotal/Uplands	17.3			6.69	13.37
WETLANDS					
Mulefat scrub ^a	0.02	2:1	2:1	0.04	0.04
Freshwater Marsh ^a	0.04	2:1	2:1	0.08	0.08
Freshwater Seep ^a	0.09	2:1 to 4:1	2:1 to 4:1	0.18 to 0.36	0.18 to 0.36
Vernal Pool ^{a,b}	0.15	2:1 to 4:1	2:1 to 4:1	0.30 to 0.6	0.30 to 0.6
Subtotal/Wetlands	0.27 ^b			0.58 to 1.06 ^c	0.58 to 1.06 ^c

^a Natural community of special concern

^b The project does not have direct impacts on vernal pools but would have a direct impact on vernal pool watersheds; vernal pool impacts are calculated as the total acreage of all pools for which the pools or their associated watersheds fall within a 50-foot buffer from the project’s impact area.

^c All acreages are rounded to the nearest hundredth, as applicable (which may account for minor rounding error).

BIOLOGICAL RESOURCES (MITIGATION SITE)

Prior to the issuance of a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable, the ADD Environmental Designee of DSD shall verify that one of the following mitigation options as identified within the conceptual restoration plans (Otay Truck Route Phase IV Project, Conceptual Habitat Restoration Mitigation Plan, prepared by AECOM, dated December 2014; and the Vernal Pool and Maritime Succulent Scrub/Coastal Sage Scrub Habitat Restoration Plan Anderprises Parcels Otay Mesa San Diego, California EA 2E040, prepared by CALTRANS, dated March 2015 for Option 2) listed below has been secured to mitigated impacts as identified In Table 1:

- Option 1: Onsite Mitigation

- Option 2: Anderprises Parcels Otay Mesa
~~Option 2: The La Media Swale North (J28-B)~~

BIOLOGICAL RESOURCES (RESTORATION MITIGATION PLAN – FINAL APPROVAL)

Thirty days prior to the first preconstruction meeting or Notice to Proceed or Bid Opening/Bid Award whichever is applicable, the applicant shall submit to the ADD Environmental Designee of DSD the final restoration mitigation plan that has been reviewed and accepted by both City of San Diego’s EAS and MSCP staff. In addition, the applicant shall provide documentation that the applicable Resource Agencies have reviewed and accepted the final restoration mitigation plan.

BIOLOGICAL RESOURCES (RESTORATION/REVEGETATION PLAN - IMPLEMENTATION)

Prior to the issuance of a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable, the Assistant Deputy Director (ADD) Environmental Designee of DSD shall verify that the following statement is shown on the grading and/or construction plans as a note under the heading *Environmental Requirements*: “Otay Truck Route Phase IV is subject to Mitigation, Monitoring and Reporting Program and shall conform to the mitigation conditions as contained in the Mitigated Negative Declaration No. 202998 / SCH No. To Be Determined.”

Prior to Permit Issuance

- A. Land Development Review (LDR) Plan Check
 - 1. Prior to a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable, the ADD environmental designee shall verify that the requirements for the revegetation/restoration plans and specifications, including mitigation of direct impacts to uplands and wetlands in accordance with Table 1 above have been shown and noted on the appropriate landscape construction documents. The landscape construction documents and specifications must be found to be in conformance with the conceptual restoration plan (Otay Truck Route Phase IV Project, Conceptual Habitat Restoration Mitigation Plan, prepared by AECOM, dated December 2014), the requirements of which are summarized below:
- B. Revegetation/Restoration Plan(s) and Specifications
 - 1. Landscape Construction Documents (LCD) shall be prepared on D-sheets and submitted to the City of San Diego Development Services Department, Landscape Architecture Section (LAS) for review and approval. LAS shall consult with Mitigation Monitoring Coordination (MMC) and obtain concurrence prior to approval of LCD. The LCD shall consist of revegetation/restoration, planting, irrigation and erosion control plans; including all required graphics, notes, details, specifications, letters, and reports as outlined below.

2. Landscape Revegetation/Restoration Planting and Irrigation Plans shall be prepared in accordance with the San Diego Land Development Code (LDC) Chapter 14, Article 2, Division 4, the LDC Landscape Standards submittal requirements, and Attachment "B" (General Outline for Revegetation/Restoration Plans) of the City of San Diego's LDC Biology Guidelines (July 2002). The Principal Qualified Biologist (PQB) shall identify and adequately document all pertinent information concerning the revegetation/restoration goals and requirements, such as but not limited to, plant/seed palettes, timing of installation, plant installation specifications, method of watering, protection of adjacent habitat, erosion and sediment control, performance/success criteria, inspection schedule by City staff, document submittals, reporting schedule, ect. The LCD shall also include comprehensive graphics and notes addressing the ongoing maintenance requirements (after final acceptance by the City).
3. The Revegetation Installation Contractor (RIC), Revegetation Maintenance Contractor (RMC), Construction Manager (CM) and Grading Contractor (GC), where applicable shall be responsible to insure that for all grading and contouring, clearing and grubbing, installation of plant materials, and any necessary maintenance activities or remedial actions required during installation and the 120 day plant establishment period are done per approved LCD. The following procedures at a minimum, but not limited to, shall be performed:
 - a. The RMC shall be responsible for the maintenance of the upland/wetland mitigation area for a minimum period of 120 days. Maintenance visits shall be conducted on a weekly basis throughout the plant establishment period.
 - b. At the end of the 120-day period the PQB shall review the mitigation area to assess the completion of the short-term plant establishment period and submit a report for approval by MMC.
 - c. MMC will provide approval in writing to begin the five-year long-term establishment/maintenance and monitoring program.
 - d. Existing indigenous/native species shall not be pruned, thinned or cleared in the revegetation/mitigation area.
 - e. The revegetation site shall not be fertilized.
 - f. The RIC is responsible for reseeding (if applicable) if weeds are not removed, within one week of written recommendation by the PQB.
 - g. Weed control measures shall include the following: (1) hand removal, (2) cutting, with power equipment, and (3) chemical control. Hand removal of weeds is the most desirable method of control and will be used wherever possible.
 - h. Damaged areas shall be repaired immediately by the RIC/RMC. Insect infestations, plant diseases, herbivory, and other pest

problems will be closely monitored throughout the five-year maintenance period. Protective mechanisms such as metal wire netting shall be used as necessary. Diseased and infected plants shall be immediately disposed of off-site in a legally acceptable manner at the discretion of the PQB or Qualified Biological Monitor (QBM) (City approved). Where possible, biological controls will be used instead of pesticides and herbicides.

4. If a Brush Management Program is required the revegetation/restoration plan shall show the dimensions of each brush management zone and notes shall be provided describing the restrictions on planting and maintenance and identify that the area is impact neutral and shall not be used for habitat mitigation/credit purposes.

C. Letters of Qualification Have Been Submitted to ADD

1. The applicant shall submit, for approval, a letter verifying the qualifications of the biological professional to MMC. This letter shall identify the PQB, Principal Restoration Specialist (PRS), and QBM, where applicable, and the names of all other persons involved in the implementation of the revegetation/restoration plan and 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/PRS/QBM and all City Approved persons involved in the revegetation/restoration plan and 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 revegetation/restoration plan and biological monitoring of the project.
4. PBQ must also submit evidence to MMC that the PQB/QBM has completed Storm Water Pollution Prevention Program (SWPPP) training.

Prior to Start of Construction

A. PQB/PRS 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 or PRS, 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 revegetation/restoration plan(s) and specifications with the RIC, CM and/or GC.
- c. If the PQB is unable to attend the Precon Meeting, the owner shall schedule a focused Precon Meeting with MMC, PQB/PRS, 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. Where Revegetation/Restoration Work Will Occur
 - a. Prior to the start of any work, the PQB/PRS shall also submit a revegetation/restoration monitoring exhibit (RRME) based on the appropriate reduced LCD (reduced to 11" x 17" format) to MMC, and the RE, identifying the areas to be revegetated/restored including the delineation of the limits of any disturbance/grading and any excavation.
 - b. PQB shall coordinate with the construction superintendent to identify appropriate Best Management Practices (BMP's) on the RRME.
 3. When Biological Monitoring Will Occur
 - a. Prior to the start of any work, the PQB/PRS shall also submit a monitoring procedures schedule to MMC and the RE indicating when and where biological monitoring and related activities will occur.
 4. 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 revegetation/restoration plans and specifications. 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.

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, excavation, landscape establishment in association with construction and/or grading activities, which could result in impacts to sensitive biological resources as identified in the LCD and on the RRME. **The RIC and/or QBM are responsible for notifying the PQB/PRS of changes to any approved construction plans, procedures, and/or activities. The PQB/PRS is responsible to notify the CM, LA, RE, BI and MMC of the changes.**

2. The PQB or QBM shall document field activity via the Consultant Site Visit Record Forms (CSVr). The CSVr'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 as shown on the LCD. The PQB/PRS 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 as shown on the approved LCD.
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 as identified within approved biological report and the conceptual habitat restoration mitigation plan prepared by AECOM (Otay Truck Route Phase IV Project City of San Diego Biology Guidelines Consistency Summary, dated March 2015 and the Otay Truck Route Phase IV Project Conceptual Habitat Restoration Mitigation Plan, dated December 2014, as shown on the approved LCD.
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.
9. The long-term establishment inspection and reporting schedule per LCD must all be approved by MMC prior to the issuance of the Notice of Completion (NOC) or any bond release.

- B. Disturbance/Discovery Notification Process
1. If unauthorized disturbances occurs or sensitive biological resources are discovered that were not previously identified on the LCD and/or RRME, 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.

Post Construction

- A. Mitigation Monitoring and Reporting Period
1. Five-Year Mitigation Establishment/Maintenance Period
 - a. The RMC shall be retained to complete maintenance monitoring activities throughout the five-year mitigation monitoring period.
 - b. Maintenance visits will be conducted twice per month for the first six months, once per month for the remainder of the first year, and quarterly thereafter.
 - c. Maintenance activities will include all items described in the LCD.
 - d. Plant replacement will be conducted as recommended by the PQB (note: plants shall be increased in container size relative to the time of initial installation or establishment or maintenance period may be extended to the satisfaction of MMC).
 2. Five-Year Biological Monitoring
 - a. All biological monitoring and reporting shall be conducted by a PQB or QBM, as appropriate, consistent with the LCD.
 - b. Monitoring shall involve both qualitative horticultural monitoring and quantitative monitoring (i.e., performance/success criteria). Horticultural monitoring shall focus on soil conditions (e.g.,

moisture and fertility), container plant health, seed germination rates, presence of native and non-native (e.g., invasive exotic) species, any significant disease or pest problems, irrigation repair and scheduling, trash removal, illegal trespass, and any erosion problems.

- c. After plant installation is complete, qualitative monitoring surveys will occur monthly during year one and quarterly during years two through five.
- d. Upon the completion of the 120-days short-term plant establishment period, quantitative monitoring surveys shall be conducted at 0, 6, 12, 24, 36, 48 and 60 months by the PQB or QBM. The revegetation/restoration effort shall be quantitatively evaluated once per year (in spring) during years three through five, to determine compliance with the performance standards identified on the LCD. All plant material must have survived without supplemental irrigation for the last two years.
- e. Quantitative monitoring shall include the use of fixed transects and photo points to determine the vegetative cover within the revegetated habitat. Collection of fixed transect data within the revegetation/restoration site shall result in the calculation of percent cover for each plant species present, percent cover of target vegetation, tree height and diameter at breast height (if applicable) and percent cover of non-native/non invasive vegetation. Container plants will also be counted to determine percent survivorship. The data will be used determine attainment of performance/success criteria identified within the LCD.
- f. Biological monitoring requirements may be reduced if, before the end of the fifth year, the revegetation meets the fifth year criteria and the irrigation has been terminated for a period of the last two years.
- g. The PQB or QBM shall oversee implementation of post-construction BMP's, such as gravel bags, straw logs, silt fences or equivalent erosion control measure, as needed to ensure prevention of any significant sediment transport. In addition, the PBQ/QBM shall be responsible to verify the removal of all temporary post-construction BMP's upon completion of construction activities. Removal of temporary post-construction BMPs shall be verified in writing on the final post-construction phase CSV.

C. Submittal of Draft Monitoring Report

1. A draft monitoring letter report shall be prepared to document the completion of the 120-day plant establishment period. The report shall include discussion on weed control, horticultural treatments (pruning, mulching, and disease control), erosion control, trash/debris removal, replacement planting/reseeding, site protection/signage, pest management, vandalism, and irrigation maintenance. The revegetation/restoration effort shall be visually assessed at the end of 120-day period to determine mortality of individuals.
2. The PQB shall submit two copies of the Draft Monitoring Report, which describes the results, analysis, and conclusions of all phases of the Biological Monitoring and Reporting Program (with appropriate graphics) to MMC for review and approval within 30 days following the completion of monitoring. Monitoring reports shall be prepared on an annual basis for a period of five years. Site progress reports shall be prepared by the PQB following each site visit and provided to the owner, RMC and RIC. Site progress reports shall review maintenance activities, qualitative and quantitative (when appropriate) monitoring results including progress of the revegetation relative to the performance/success criteria, and the need for any remedial measures.
3. Draft annual reports (three copies) summarizing the results of each progress report including quantitative monitoring results and photographs taken from permanent viewpoints shall be submitted to MMC for review and approval within 30 days following the completion of monitoring.
4. MMC shall return the Draft Monitoring Report to the PQB for revision or, for preparation of each report.
5. The PQB shall submit revised Monitoring Report to MMC (with a copy to RE) for approval within 30 days.
6. MMC will provide written acceptance of the PQB and RE of the approved report.

D. Final Monitoring Reports(s)

1. PQB shall prepare a Final Monitoring upon achievement of the fifth year performance/success criteria and completion of the five-year maintenance period.
 - a. This report may occur before the end of the fifth year if the revegetation meets the fifth year performance /success criteria and the irrigation has been terminated for a period of the last two years.
 - b. The Final Monitoring report shall be submitted to MMC for evaluation of the success of the mitigation effort and final acceptance. A request for a pre-final inspection shall be submitted at this time, MMC will schedule after review of report.

- c. If at the end of the five years any of the revegetated area fails to meet the project's final success standards, the applicant must consult with MMC. This consultation shall take place to determine whether the revegetation effort is acceptable. The applicant understands that failure of any significant portion of the revegetation/restoration area may result in a requirement to replace or renegotiate that portion of the site and/or extend the monitoring and establishment/maintenance period until all success standards are met.

E. Habitat Management – The Owner/Permittee shall be responsible for funding and implementing the long-term management of the mitigation site in perpetuity. A draft long-term management plan shall be submitted and approved by the City (DSD/EAS, Planning/MSCP, Park & Recreation Department, and Wildlife Agencies).

BIOLOGICAL RESOURCES (RESOURCE PROTECTION DURING CONSTRUCTION)

I. Prior to Construction or a Notice to Proceed, whichever is applicable

- A. **Biologist Verification:** The owner/permittee shall provide a letter to the City's Mitigation Monitoring Coordination (MMC) section stating that a Project Biologist (Qualified Biologist) as defined in the City of San Diego's Biological Guidelines (2012), has been retained to implement the project's biological monitoring program. The letter shall include the names and contact information of all persons involved in the biological monitoring of the project.
- B. **Preconstruction Meeting:** The Qualified Biologist shall attend the preconstruction meeting, discuss the project's biological monitoring program, and arrange to perform any follow up mitigation measures and reporting including site-specific monitoring, restoration or revegetation, and additional fauna/flora surveys/salvage.
- C. **Biological Documents:** The Qualified Biologist shall submit all required documentation to MMC verifying that any special mitigation reports including but not limited to, maps, plans, surveys, survey timelines, or buffers are completed or scheduled per City Biology Guidelines, Multiple Species Conservation Program (MSCP), Environmentally Sensitive Lands Ordinance (ESL), project permit conditions; California Environmental Quality Act (CEQA); endangered species acts (ESAs); and/or other local, state or federal requirements.
- D. **Biological Construction Mitigation/Monitoring Exhibit:** The Qualified Biologist shall present a Biological Construction Mitigation/Monitoring Exhibit (BCME) which includes the biological documents in C above. In addition, include: restoration/revegetation plans, plant salvage/relocation requirements (e.g., coastal cactus wren plant salvage, burrowing owl exclusions, etc.), avian or other wildlife surveys/survey schedules (including

general avian nesting and USFWS protocol), timing of surveys, wetland buffers, avian construction avoidance areas/noise buffers/ barriers, other impact avoidance areas, and any subsequent requirements determined by the Qualified Biologist and the City ADD/MMC. The BCME shall include a site plan, written and graphic depiction of the project's biological mitigation/monitoring program, and a schedule. The BCME shall be approved by MMC and referenced in the construction documents.

- E. **Avian Protection Requirements:** 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 survey shall be conducted within 10 calendar days prior to the start of construction activities (including removal of vegetation). The applicant shall submit the results of the pre-construction survey to City DSD for review and approval prior to initiating any construction activities. If nesting birds are detected, a letter report or mitigation plan in conformance with the City's Biology Guidelines and applicable State and Federal Law (i.e. appropriate follow up surveys, monitoring schedules, construction and noise barriers/buffers, etc.) shall be prepared and include proposed measures to be implemented to ensure that take of birds or eggs or disturbance of breeding activities is avoided. The report or mitigation plan shall be submitted to the City for review and approval and implemented to the satisfaction of the City. The City's MMC Section 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.
- F. **Resource Delineation:** Prior to construction activities, the Qualified Biologist shall supervise the placement of orange construction fencing or equivalent along the limits of disturbance adjacent to sensitive biological habitats and verify compliance with any other project conditions as shown on the BCME. This phase shall include flagging plant specimens and delimiting buffers to protect sensitive biological resources (e.g., habitats/flora & fauna species, including nesting birds) during construction. Appropriate steps/care should be taken to minimize attraction of nest predators to the site.
- G. **Education:** Prior to commencement of construction activities, the Qualified Biologist shall meet with the owner/permittee or designee and the construction crew and conduct an on-site educational session regarding the need to avoid impacts outside of the approved construction area and to protect sensitive flora and fauna (e.g., explain the avian and wetland buffers,

flag system for removal of invasive species or retention of sensitive plants, and clarify acceptable access routes/methods and staging areas, etc.).

II. During Construction

- A. **Monitoring:** All construction (including access/staging areas) shall be restricted to areas previously identified, proposed for development/staging, or previously disturbed as shown on "Exhibit A" and/or the BCME. The Qualified Biologist shall monitor construction activities as needed to ensure that construction activities do not encroach into biologically sensitive areas, or cause other similar damage, and that the work plan has been amended to accommodate any sensitive species located during the pre-construction surveys. In addition, the Qualified Biologist shall document field activity via the Consultant Site Visit Record (CSV). The CSV shall be e-mailed to MMC on the 1st day of monitoring, the 1st week of each month, the last day of monitoring, and immediately in the case of any undocumented condition or discovery.
- B. **Subsequent Resource Identification:** The Qualified Biologist shall note/act to prevent any new disturbances to habitat, flora, and/or fauna onsite (e.g., flag plant specimens for avoidance during access, etc). If active nests or other previously unknown sensitive resources are detected, all project activities that directly impact the resource shall be delayed until species specific local, state or federal regulations have been determined and applied by the Qualified Biologist.

III. Post Construction Measures

- A. In the event that impacts exceed previously allowed amounts, additional impacts shall be mitigated in accordance with City Biology Guidelines, ESL and MSCP, State CEQA, and other applicable local, state and federal law. The Qualified Biologist shall submit a final BCME/report to the satisfaction of the City ADD/MMC within 30 days of construction completion.

BIOLOGICAL RESOURCES (GENERAL BIRDS)

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 preconstruction survey, no further mitigation is required.

BIOLOGICAL RESOURCES (WESTERN BURROWING OWL)

I. Prior to a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable:

1. As this project has been determined to be Burrowing Owl (BUOW) occupied or to have BUOW occupation potential, the Permit Holder shall submit evidence to the ADD of LDR verifying that a Biologist possessing qualifications pursuant "Staff Report on Burrowing Owl Mitigation, State of California Natural Resources Agency Department of Fish and Game. March 7, 2012 (hereafter referred as CDFG 2012, Staff Report), has been retained to implement a burrowing owl construction impact avoidance program.
2. The qualified BUOW biologist (or their designated biological representative) shall attend the pre-construction meeting to inform construction personnel about the City's BUOW requirements and subsequent survey schedule.

II. Prior to Start of Construction:

1. The Permit Holder and Qualified Biologist must ensure that initial pre-construction/take avoidance surveys of the project "site" are completed between 14 and 30 days before initial construction activities, including brushing, clearing, grubbing, or grading of the project site; regardless of the time of the year. "Site" means the project site and the area within a radius of 450 feet of the project site. The report shall be submitted and approved by the Wildlife Agencies and/or City MSCP staff prior to construction or BUOW eviction(s) and shall include maps of the project site and BUOW locations on aerial photos.
2. The pre-construction survey shall follow the methods described in CDFG 2012, Staff Report -Appendix D (*please note, in 2013, CDFG became California Department of Fish and Wildlife or CDFW*).
3. 24 hours prior to commencement of ground disturbing activities, the Qualified Biologist shall verify results of preconstruction/take avoidance surveys. Verification shall be provided to the City's Mitigation Monitoring and Coordination (MMC) Section. If results of the preconstruction surveys have changed and BUOW are present in areas

not previously identified, immediate notification to the City and WA's shall be provided prior to ground disturbing activities.

III. During Construction:

1. **Best Management Practices shall be employed as BUOWs are known to use open pipes, culverts, excavated holes, and other burrow-like structures at construction sites.** Legally permitted active construction projects which are BUOW occupied and have followed all protocol in this mitigation section, or sites within 450 feet of occupied BUOW areas, should undertake measures to discourage BUOWs from recolonizing previously occupied areas or colonizing new portions of the site. Such measures include, but are not limited to, ensuring that the ends of all pipes and culverts are covered when they are not being worked on, and covering rubble piles, dirt piles, ditches, and berms.

2. **On-going BUOW Detection** - If BUOWs or active burrows are not detected during the pre-construction surveys, Section "A" below shall be followed. If BUOWs or burrows are detected during the pre-construction surveys, Section "B" shall be followed. **NEITHER THE MSCP SUBAREA PLAN NOR THIS MITIGATION SECTION ALLOWS FOR ANY BUOWs TO BE INJURED OR KILLED OUTSIDE OR WITHIN THE MHPA; in addition, IMPACTS TO BUOWs WITHIN THE MHPA MUST BE AVOIDED.**

A. Post Survey Follow Up if Burrowing Owls and/or Signs of Active Natural or Artificial Burrows Are Not Detected During the Initial Pre-Construction Survey - Monitoring the site for new burrows is required using Appendix D protocol for the period following the initial pre-construction survey, until construction is scheduled to be complete and is complete (*NOTE - Using a projected completion date (that is amended if needed) will allow development of a monitoring schedule which adheres to the required number of surveys in the detection protocol*)

i) If no active burrows are found but BUOWs are observed to occasionally (1-3 sightings) use the site for roosting or foraging, they should be allowed to do so with no changes in the construction or construction schedule.

ii) If no active burrows are found but BUOWs are observed during follow up monitoring to repeatedly (4 or more sightings) use the site for roosting or foraging, the City's Mitigation Monitoring and Coordination (MMC) Section shall be notified and any portion of the site where owls have been sites and that has not been graded or otherwise disturbed shall be avoided until further notice.

- iii) If a BUOW begins using a burrow on the site at any time after the initial pre-construction survey, procedures described in Section B must be followed.
- iv) Any actions other than these require the approval of the City and the Wildlife Agencies.

B. Post Survey Follow Up if Burrowing Owls and/or Active Natural or Artificial Burrows are detected during the Initial Pre-Construction Survey - Monitoring the site for new burrows is required using Appendix D CDFG 2012, Staff Report for the period following the initial pre-construction survey, until construction is scheduled to be complete and is complete (*NOTE - Using a projected completion date (that is amended if needed) will allow development of a monitoring schedule which adheres to the required number of surveys in the detection protocol*).

- i) This section (B) applies only to sites (including biologically defined territory) wholly outside of the MHPA – **all direct and indirect impacts to BUOWs within the MHPA SHALL be avoided.**
- ii) If one or more BUOWs are using any burrows (including pipes, culverts, debris piles *etc.*) on or within 300 feet of the proposed construction area, the City’s MMC Section shall be contacted. The City’s MMC Section shall contact the Wildlife Agencies regarding eviction/collapsing burrows and enlist appropriate City biologist for on-going coordination with the Wildlife Agencies and the qualified consulting BUOW biologist. No construction shall occur within 300 feet of an active burrow without written concurrence from the Wildlife Agencies. This distance may increase or decrease, depending on the burrow’s location in relation to the site’s topography, and other physical and biological characteristics.
 - a) **Outside the Breeding Season -** If the BUOW is using a burrow on site outside the breeding season (i.e. September 1 – January 31), the BUOW may be evicted after the qualified BUOW biologist has determined via fiber optic camera or other appropriate device, that no eggs, young, or adults are in the burrow and written concurrence from the Wildlife Agencies for eviction is obtained prior to implementation.
 - b) **During Breeding Season -** If a BUOW is using a burrow on-site during the breeding season (Feb 1- Aug 31), construction shall not occur within 300

feet of the burrow until the young have fledged and are no longer dependent on the burrow, at which time the BUOWs can be evicted. Eviction requires written concurrence from the Wildlife Agencies prior to implementation.

3. **Survey Reporting During Construction** - Details of construction surveys and evictions (if applicable) carried out shall be immediately (within 5 working days or sooner) reported to the City's MMC Section and the Wildlife Agencies and must be provided in writing (as by e-mail) and acknowledged to have been received by the required Agencies and DSD Staff member(s).

IV. Post Construction:

1. Details of the all surveys and actions undertaken on-site with respect to BUOWs (i.e. occupation, eviction, locations etc.) shall be reported to the City's MMC Section and the Wildlife Agencies within 21 days post-construction and prior to the release of any grading bonds. This report must include summaries off all previous reports for the site; and maps of the project site and BUOW locations on aerial photos.

BIOLOGICAL RESOURCES (VERNAL POOL PROTECTION DURING CONSTRUCTION)

Prior to grading and/or construction activities, whichever is applicable, the Qualified Biologist shall implement the following measures and verify compliance with any other project conditions as shown on the BCME.

1. Placement of sediment fencing intended to protect vernal pools shall implemented in accordance with the Storm Water Pollution Prevention Plan (SWPPP).
2. Trenching within vernal pool watershed areas shall be precluded.
3. All vernal pools within 500 feet of the project footprint shall be identified and labeled as "environmentally sensitive areas" on project construction plans. Occupied habitat shall be clearly marked in the field with markers and exclusion fencing. Known populations and restricted areas shall be monitored by the project biologist (familiar with the habitat of the species) during construction.
4. Prior to construction, a preapproved and qualified fairy shrimp biologist shall coordinate with USFWS to identify and implement location-specific avoidance and minimization measures.
5. A biological monitor shall be provided to observe all construction work in the vicinity of vernal pools.

BIOLOGICAL RESOURCES (OTAY TARPLANT)

Prior to grading and/or construction activities, whichever is applicable, the Qualified Biologist shall implement the following measures and verify compliance with any other project conditions as shown on the BCME.

1. Otay tarplant shall be replanted or reseeded at a 3:1 ratio of individuals directly impacted by the project based on area impacted, population density, and seed propagation.
2. Otay tarplant seed shall be approved for collection in the field-season year prior to project construction, and shall be collected on-site in areas that shall be directly impacted by project implementation and operation. Otay tarplant shall be grown off site, and either seeds or plants will be planted at a selected site for mitigation. Mitigation planting shall occur as close to the impacted site as possible to keep the genetic material near the source. Otay tarplant may be planted in the project's 500-foot buffer area or another nearby approved location. Otay tarplant or Otay tarplant seed shall be planted in a mitigation site with clay soils (i.e., stockpen gravelly clay loam) and maintained as weed free. If the on-site option for the vernal pool mitigation is approved by the applicable Resource Agencies, the final habitat restoration mitigation plan shall include plans and methods for translocating the impacted Otay tarplant into the upland watershed areas that are being protected on behalf of the vernal pool restoration.

LAND USE (MSCP SUBAREA PLAN – LAND USE ADJACENCY GUIDELINES)

THE FOLLOWING MEASURES WOULD ONLY APPLY WITH ACQUISITION OF OPTION 1 MITIGATION PARCEL (ON-SITE MITIGATION) AND SUBSEQUENT TO CONSTRUCTION.

Prior to issuance of a Notice to Proceed or Bid Opening/Bid Award, whichever is applicable, 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. **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.

- B. **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."*
- C. **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.
- D. **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.
- E. **Invasives:** No invasive non-native plant species shall be introduced into areas within or adjacent to the MHPA.

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

VI. PUBLIC REVIEW DISTRIBUTION:

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

FEDERAL

U.S. Environmental Protection Agency (19)

U.S. Fish & Wildlife Service (23)

US Army Corps of Engineers (26)

STATE OF CALIFORNIA

California Department of Fish & Wildlife (32)
California Regional Water Quality Control Board (44)
State Clearinghouse (46A)

CITY OF SAN DIEGO

Mayor's Office (91)
Councilmember Lightner, District 1 (MS 10A)
Councilmember Zapf, District 2 (MS 10A)
Councilmember Gloria, District 3 (MS 10A)
Councilmember Cole, District 4 (MS 10A)
Councilmember Kersey, District 5 (MS 10A)
Councilmember Cate, District 6 (MS 10A)
Councilmember Sherman, District 7 (MS 10A)
Councilmember Alvarez, District 8 (MS 10A)
Councilmember Emerald, District 9 (MS 10A)
Development Services Department

CITY OF SAN DIEGO - CONTINUED

EAS

 Planning Review
 Transportation
 Project Manager
Planning Department
 MSCP
Transportation Development (78)
Development Coordination (78A)
Library Department (81)
Central Library (81A)
Otay Mesa-Nestor Branch Library (81W)
Historical Resources Board (87)
Facilities Financing (MS 93B)
City Attorney's Office (MS 93C)
Wetland Advisory Board (171)

OTHER GROUPS, ORGANIZATIONS AND INTERESTED INDIVIDUALS

Rancho Santa Ana Botanic Garden at Claremont (161)
Sierra Club (165)
Mr. Jim Peugh (167A)
San Diego Audubon (167)
California Native Plant Society (170)
Ellen T. Bauder, PhD (175)
Citizens Coordinate for Century III (179)

Endangered Habitats League (182A)
 Vernal Pool Society (185)
 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 – Public Notice Only (225A-S)
 Theresa Acerro (230)
 Otay Mesa Chamber of Commerce (231A)
 Otay Mesa Planning Committee (235)
 Janet Vadakkumcherry (236)
OTHER GROUPS, ORGANIZATIONS AND INTERESTED INDIVIDUALS
 David Li, Engineering & Capital Projects, Applicant
 Alex, Hardy, AECOM, Consultant
Tom Story Consulting
Rincon Band of Luiseno Indians
Murphy Development Company

VII. RESULTS OF PUBLIC REVIEW:

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

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



E. Shearer-Nguyen
Senior Planner
Development Services Department

May 6, 2015
Date of Draft Report

June 25, 2015
Date of Final Report

February 3, 2016
Date of Revised Final Report

Analyst: E. Shearer-Nguyen

- Attachments Initial Study Checklist
- Figure 1 – Regional Location Map
 - Figure 2 – Vicinity Location Map
 - Figure 3 – Project Limits - Western Segment
 - Figure 4 – Project Limits - Western Segment

DEPARTMENT OF TRANSPORTATION

DISTRICT 11, DIVISION OF PLANNING
 4050 TAYLOR ST., M.S. 240
 SAN DIEGO, CA 92110
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 FAX (619) 688-4299
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June 3, 2015

11-SD-905
 PM 8:78

Otay Truck Route Phase IV

Ms. E. Shearer Nguyen
 City of San Diego
 1222 First Avenue, MS 501
 San Diego, CA 92101

Dear Ms. Nguyen:

The California Department of Transportation (Caltrans) has reviewed the Mitigated Negative Declaration (MND #202998) for the Otay Truck Route Phase IV project located near State Route 905 (SR-905). Caltrans has the following comments:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the project referenced above. The mission of Caltrans is to provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability. The Local Development-Intergovernmental Review (L.D-IGR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities of infill, conservation, and efficient development. To ensure a safe, efficient, and reliable transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multi-modal transportation network.

The southbound truck route signs along SR-905 may be required to be relocated to direct "laden" cargo vehicles headed to Mexico to use Britannia Blvd. "Empty" cargo vehicles may be required to use La Media SB truck route.

1

On page 26, "SEGMENT 1" paragraph "...for trailer trucks to make the westbound turn..." should read eastbound.

2

Please provide more detail information of how the City of San Diego plans to build Segment 3. The report mentions that night work is likely to be required for the segment to avoid conflicts with the existing truck queues. Currently, the area is very congested, with little room for truck flows. During peak times it is very common to see trucks queues almost reaching SR-905. Adequate traffic management during construction of Segment 3 is very important for acceptable truck traffic flows.

3

1. The City will coordinate with Caltrans to replace the signs along SR-905 as part of the project.
2. Comment noted. This correction will be made.
3. Traffic Management Plans have been prepared as part of project planning. Construction of Segment 3 will be completed by first constructing the new third lane to the north while keeping the existing two lanes open. Once the new lane is complete, laden trucks will be diverted onto it while failed pavement sections are being replaced in the two existing lanes. Unladen trucks will continue to use Drucker Ln to access the truck route during construction.

*Provide a safe, sustainable, integrated and efficient transportation system
 to enhance California's economy and livability.*

Ms. Shearer Nguyen
June 3, 2015
Page 2

The proposed project will go under the San Diego-Tijuana airport pedestrian bridge. Please share the document with the developers of *Cross-Border Xpress*.

4

If you have any questions, please contact Roger Sanchez of the Development Review branch at (619) 688-6494.

Sincerely,



JACOB ARMSTRONG, Branch Chief
Development Review Branch

4. The City has been coordinating with the designer of Cross-Border Xpress (Latitude 33) to ensure proper vertical clearance between the truck route and airport pedestrian bridge.

RINCON BAND OF LUISEÑO INDIANS
Culture Committee

1 W. Central Road, Valley Center, California 92082
Phone: (760) 949-7822 x 214 Fax: (760) 949-7801



May 13, 2015

E. Shearer-Nguyen
The City of San Diego
Development Services Center
1222 First Avenue, MS 501
San Diego, CA 92101

RECEIVED

JUN 11 2015

Development Services

Re: Otay Truck Route Phase IV Project No. 202998

Dear Ms. Shearer-Nguyen:

This letter is written on behalf of the Rincon Band of Luiseño Indians. Thank you for inviting us to submit comments on the Otay Truck Route Phase IV Project No. 202998. Rincon is submitting these comments concerning your projects potential impact on Luiseño cultural resources.

The Rincon Band has concerns for the impacts to historic and cultural resources and the finding of items of significant cultural value that could be disturbed or destroyed and are considered culturally significant to the Luiseño people. This is to inform you, your identified location is not within the Luiseño Aboriginal Territory. We recommend that you locate a tribe within the project area to receive direction on how to handle any inadvertent findings according to their customs and traditions.

1

If you would like information on tribes within your project area, please contact the Native American Heritage Commission and they will assist with a referral.

Thank you for the opportunity to protect and preserve our cultural assets.

Sincerely,

Rose Duro
Chairman
Rincon Culture Committee

Bo Mazzetti
Tribal Chairman

Stephanie Spencer
Vice Chairwoman

Steve Stallings
Council Member

Laurie E. Gonzalez
Council Member

Alfonso Kolb
Council Member

1. The requirement for Native American monitoring is included in Section V. of the Mitigated Negative Declaration, which identifies the need for the applicant to confer with appropriate persons/ organizations when inadvertent discoveries occur during grading activities.

The City of San Diego provides draft environmental documents to Native American Tribes from San Diego County when a cultural resources report has been prepared and/or archaeological monitoring is required.



San Diego County Archaeological Society, Inc.

Environmental Review Committee

16 May 2015

RECEIVED

MAY 21 2015

Development Services

To: Ms. Elizabeth Shearer-Nguyen
Development Services Department
City of San Diego
1222 First Avenue, Mail Station 501
San Diego, California 92101

Subject: Draft Mitigated Negative Declaration
Otay Truck Route Phase IV
Project No. 202998

Dear Ms. Shearer-Nguyen:

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

Based on the information contained in the DMND and the archaeological survey report for the project, we agree that the project is unlikely to have any significant impacts on cultural resources. We therefore also agree that no cultural resources mitigation measures are necessary.

1

SDCAS appreciates being included in the City's environmental review process for this project.

Sincerely,


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

cc: AECOM
SDCAS President
File

1. Comment noted.

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

TOM STORY CONSULTING

**8259 Laurelridge Rd.
San Diego CA 92120
Tel (858) 229-5442**

June 5, 2015

Ms. Helene Deisher
Development Project Manager
City of San Diego
1222 First Avenue, MS 301
San Diego, CA 92101-4101

Subject: Otay Truck Route Phase IV Project – Draft Mitigated Negative Declaration

Dear Ms. Deisher,

Otay Tijuana Venture (OTJV) submits this letter of comment on the City of San Diego's Draft Otay Truck Route Phase IV Project and more specifically, the Traffic Impact Study appended to the MND. OTJV is the owner and developer of the Cross Border Facility (CBF) located adjacent to the proposed Otay Truck Route Phase IV. The project's Traffic Impact Study, dated September 29, 2014 by VRPA identifies that their analysis was coordinated with the traffic analysis prepared by LSA for the Cross Border Facility. Accordingly, OTJV retained LSA to conduct a peer review of the VRPA Traffic Impact Study (TIS) and the LSA peer review report is attached.

The VRPA TIS identifies Horizon Year (2035) ADT's and Functional Road Classifications that are substantially different than what was identified in the LSA Traffic study. OTJV requests clarification regarding the significant discrepancies in the Horizon Year conditions. At a minimum these discrepancies need to be explained or the analysis in the VRPA TIS should be revised to be consistent with the LSA Traffic Study which was ratified when the Cross Border Facility Project EIR was certified in 2013.

If the VRPA analysis of Horizon Year conditions as presented in the Draft MND is accepted by the City through certification of the MND, OTJV may seek City reconsideration of the off-site traffic mitigation required of OTJV for the CBF project.

The assumption that CBF's off-site mitigation (widening Britannia from 905 to Siempre Viva) would be completed before the OTR was completed is incorrect as CBF's Deferred Improvement Agreement only requires Britannia to be widened before CBF proceeds with Phase 2. There is nothing in the CBF's conditions of approval that requires or dictates when CBF will proceed with Phase 2.

1

2

1. It is agreed that horizon year conditions for the Otay Truck Route and the CBF traffic analyses are different. The two studies used different horizon year conditions. The horizon year for the CBF traffic analysis was based on community buildout conditions related to the development of the Otay Mesa Community Plan. The horizon year for the Otay Truck Route traffic analysis was based on 2035 conditions, approximately 20 years after the anticipated opening day of the project. The selection of the horizon year for the Otay Truck Route project was based on guidance from state and federal agencies that investments in roadway facilities should have practical value for at least 20 years after the opening day of the facility.
2. The assumption that Britannia Boulevard would be widened prior to the opening of the Otay Truck Route was made because improvements to Britannia Boulevard were expected to be assured at the time that the Otay Truck Route traffic analysis was conducted.

The TIS should be revised to evaluate potential impacts if Britannia is not widened by OTJV before the Otay Truck Route Phase IV is constructed and operational. In addition, relying on the contractor to obtain a traffic control plan prior to commencement of construction to address the impacts of closing down the border road between La Media and Drucker during construction could be considered a deferral of mitigation as the secondary impacts from project construction are subject to CEQA analysis.

2 cont

With the pending opening of the CBF in late 2015 or early 2016, there will be a substantial increase in traffic on Britannia south of SR 905 and we recommend that alternatives to the proposed Otay Truck Route be fully evaluated before the City irrevocably commits to constructing this project. Based on SANDAG's schedule for completing SR 11 and the new Otay Mesa East Port of Entry, it appears that these facilities may be completed before the Otay Truck Route is completed. We acknowledge that SANDAG's Traffic and Revenue Study concluded that the Otay Truck Route would still be warranted after SR 11 and the Otay Mesa East POE is operational, however we believe the benefits of the new POE may have been under-estimated. We suggest that options for diverting south-bound truck traffic to the new POE be explored.

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As a regular participant in the Mayor's Otay Mesa Southbound Truck Route Task Force we appreciate the Mayor's and Councilman Alvarez's recent efforts to solve the truck queuing problems in Otay Mesa. We believe there could be adverse consequences to the future success of the CBF (and our investment thereto) associated with opening the proposed Phase IV truck project.

5

We look forward to your responses to this comment letter and trust that both immediate and long term solutions to the southbound truck queuing problems can be accomplished.

Sincerely,



Tom Story

Attachment

2. (see previous page)
3. Closures during construction will be temporary. Any residual traffic impacts after implementation of a traffic control plan would be expected to be minor and temporary.
4. The Otay Truck Route improvements are needed to resolve an existing problem and to provide capacity for future growth in truck traffic. The need for the Otay Truck Route improvements would be greater if SR 11 and the Otay Mesa East Port of Entry (POE) are not built, but the Otay Truck Route traffic analysis showed that the improvements are needed even if SR 11 and the Otay Mesa East POE are built.
5. Comment noted.

LSA | LSA ASSOCIATES, INC. 949.453.0555 TEL 949.453.0776 FAX
 10000 LINDSEY PARK, SUITE 200 BLENHEIM, CALIFORNIA 92008 FRESNO, CALIFORNIA 93702
 505.471.1100 TEL 505.471.1101 FAX

MEMORANDUM

DATE: May 29, 2015
TO: Gary Rose, Equity Group Investments, LLC
FROM: Dean Arizabal, LSA Associates, Inc.
SUBJECT: Otay Truck Route Phase 4 Improvement Project – Traffic Report Peer Review

LSA Associates, Inc. (LSA) is pleased to submit this peer review of the Traffic Report prepared by VRPA Technologies, Inc. (VRPA) for the Otay Truck Route Phase 4 Improvement Project. This project proposes to extend the Otay Truck Route within the Otay Mesa community of the City of San Diego (City). The purpose of this peer review is to determine whether the document conforms to the City's traffic impact study (TIS) requirements, accepted traffic engineering methodologies and procedures, and applicable provisions for the California Environmental Quality Act (CEQA). The peer review also addresses potential impacts to the local roadways providing access to/from the Cross Border Facility (CBF) currently under construction, as well as previous analyses and recommendations of the San Diego-Tijuana CBF Project TIS prepared by LSA (dated June 28, 2011).

Based on LSA's review, the document has been prepared consistent with the City's TIS Manual and sound traffic engineering methods and standards to develop its conclusions. The analysis describes the existing, existing plus project, opening year (2015), opening year plus project, horizon year (2035), and horizon year plus project conditions to satisfy CEQA. LSA concurs with the results, and that a significant impact would not occur at any of the study area intersections or roadway segments with implementation of the proposed Otay Truck Route extension.

LSA, however, has prepared the following comments on the VRPA Traffic Report. These comments specifically relate to the roadways and traffic volumes adjacent to the CBF.

1. Opening year (2015) traffic conditions for the VRPA Traffic Report were developed based on a linear interpolation of Phase 1 (2012) Plus CBF Project and Phase 2 (2017) Plus CBF Project traffic conditions in the LSA TIS. LSA has reviewed and concurs with the interpolated opening year average daily traffic (ADT) volumes, functional classifications, and levels of service (LOS) of the three roadways adjacent to the site: Siempre Viva Road between Britannia Boulevard and the CBF site, Britannia Boulevard between Airway Road and Siempre Viva Road, and La Media Road between Airway Road and Siempre Viva Road. Similarly, LSA has reviewed and concurs with the interpolated peak-hour volumes, geometrics, and LOS at the intersections of these roadways: Britannia Boulevard/Siempre Viva Road and La Media Road/Siempre Viva Road.
2. Horizon year (2035) traffic conditions for the Traffic Report were based on the San Diego Association of Governments (SANDAG) 2035 Series 12 traffic model. Similar to the opening year conditions, LSA reviewed the horizon year ADT volumes, functional classifications, and LOS included in the VRPA Traffic Report for consistency with those presented in the LSA TIS for Buildout Community Plan Plus CBF conditions. A comparison of the VRPA Traffic Report and LSA TIS results for the three roadways adjacent to the CBF is provided below.

6

6. Comment noted.

7

7. See the response to comment 1.

5-30-15-JP-TS11501.doc peer review memo.docx

33

a. **Siempre Viva Road between Britannia Boulevard and La Media Road**

• **VRPA Traffic Report**

- **ADT:** 28,500 ADT
- **Functional Classification (and LOS):** 4-Lane Major (satisfactory LOS C)

• **LSA TIS**

- **ADT without CBF:** 41,500 ADT between Britannia Boulevard and the CBF site, and 52,500 ADT between the CBF site and La Media Road
- **ADT with CBF:** 58,000 ADT between Britannia Boulevard and the CBF site, and 82,700 ADT between the CBF site and La Media Road
- **Functional Classification (and LOS):** Recommended 8-Lane Primary between Britannia Boulevard and the CBF site (mitigated to satisfactory LOS C) and 8-Lane Primary between the CBF site and La Media Road (partially mitigated, but unsatisfactory LOS F)

b. **Britannia Boulevard between Airway Road and Siempre Viva Road**

• **VRPA Traffic Report**

- **ADT:** 44,000 ADT
- **Functional Classification (and LOS):** 6-Lane Major (satisfactory LOS D)

• **LSA TIS**

- **ADT without CBF:** 33,000 ADT
- **ADT with CBF:** 50,500 ADT
- **Functional Classification (and LOS):** Recommended 6-Lane Primary (mitigated to satisfactory LOS D)

c. **La Media Road between Airway Road and Siempre Viva Road**

• **VRPA Traffic Report**

- **ADT:** 16,882 ADT
- **Functional Classification (and LOS):** 2-Lane Collector (unsatisfactory LOS F1 – The proposed Otay Truck Route extension would decrease ADT volumes along this roadway. Therefore, mitigation was not recommended for this project.

• **LSA TIS**

- **ADT without CBF:** 32,000 ADT
- **ADT with CBF:** 42,600 ADT
- **Functional Classification (and LOS):** Recommended 6-Lane Major (mitigated to satisfactory LOS D)

7 cont.

7. See the response to comment I.

As a result of the ADT volume differences at Siempre Viva Road, Britannia Boulevard, and La Media Road in the VRPA Traffic Report and the LSA TIS, the functional roadway classifications for each roadway are also different under horizon year conditions.

7 cont.

7. See the response to comment 1.

- 3. Similar to the review of roadway ADT volumes and classifications/configurations, LSA has also reviewed the intersection peak-hour volumes, LOS, and geometrics under horizon year conditions for consistency with those presented in the LSA TIS for Buildout Community Plan Plus CBF conditions. A comparison of the VRPA Traffic Report and LSA TIS results for the two intersections adjacent to the CBF is provided below.

a. Britannia Boulevard/Siempre Viva Road

• VRPA Traffic Report

- *Geometrics:* Traffic Signal with 1 NBL, 1 NBTR, 2 SBL, 1 SBT, 1 SBTR, 1 EBL, 1 EBTR, 1 WBL, and 1 WBR
- *Volumes (and LOS):* 2,364 total vehicles in the a.m. peak hour (satisfactory LOS D) and 2,913 total vehicles in the p.m. peak hour (satisfactory LOS D)
- *Mitigation:* Not required

• LSA TIS

- *Geometrics:* Traffic Signal with 2 NBL, 2 NBT, 1 NBR, 2 SBL, 2 SBT, 1 SBR, 2 EBL, 3 EBT, 1 EBR, 2 WBL, 3 WBT, and 1 WBR
- *Volumes (and LOS):* 11,590 total vehicles in the a.m. peak hour (unsatisfactory LOS F) and 11,743 total vehicles in the p.m. peak hour (unsatisfactory LOS F)
- *Mitigation (and resultant LOS):* Addition of 3rd NBT, 2nd NBR, 2nd SBT, 2nd EBR, and 2nd WBR (partially mitigated, but unsatisfactory LOS F in both peak hours)

b. La Media Road/Siempre Viva Road

• VRPA Traffic Report

- *Geometrics:* All-Way Stop with 1 NBL, 1 TR, 1 SBL, 1 TR, 1 EBL, 1 TR, and 1 WBL, 1 TR
- *Volumes (and LOS):* 864 total vehicles in the a.m. peak hour (satisfactory LOS B) and 1,015 total vehicles in the p.m. peak hour (satisfactory LOS B)
- *Mitigation:* Not required

• LSA TIS

- *Geometrics:* Traffic Signal with 2 NBT, 2 SBL, 2 SBT, 1 SBR, 2 EBL, 3 EBT, 1 EBR, 2 WBL, 3 WBT, and WBR
- *Volumes (and LOS):* 9,292 total vehicles in the a.m. peak hour (unsatisfactory LOS F) and 8,669 total vehicles in the p.m. peak hour (unsatisfactory LOS F)
- *Mitigation (and resultant LOS):* Addition of 2nd SBR and 2nd WBR (partially mitigated, but unsatisfactory LOS F in both peak hours)

As a result of the peak-hour volume differences at Britannia Boulevard/Siempre Viva Road and La Media Road/Siempre Viva Road in the VRPA Traffic Report and the LSA TIS, the LOS and geometric requirements for each intersection are also different under horizon year conditions.

7 cont.

4. The VRPA Traffic Report and the LSA TIS have significantly different ADT and peak-hour volumes along the roadways and intersections in the CBF vicinity. As part of the City-approved LSA TIS, CBF trips were manually assigned to Buildout Adopted Community Plan traffic volumes provided by the City's Traffic Engineer from the SANDAG Series 11 traffic model. Based on review of the VRPA Traffic Report, it is not clear if or how the CBF project is accounted for in the horizon year traffic volumes (i.e., included as a cumulative project) developed from the SANDAG Series 12 traffic model. In addition, it is not specified why new horizon year volumes for the VRPA Traffic Report were produced, while opening year volumes were interpolated from available data. An explanation should be provided on why two volume development methodologies have been applied.
5. The results of the VRPA Traffic Report would indicate that fewer roadway and intersection improvements are required for Siempre Viva Road, Britannia Boulevard, and La Media Road under horizon year conditions. Given the uncertainty of whether buildout of the CBF is included in the horizon year traffic volumes of the VRPA Traffic Report, it is unclear what the implications are for implementation of the CBF-recommended mitigation measures.

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I hope this information is useful for your planning purposes. If you have any questions, please call me at (949) 553-0666.

7. See the response to comment 1.
8. The Otay Truck Route traffic analysis included consideration of 2015 (Opening Year) and 2035 (Horizon Year) conditions. In the case of 2015 Opening Year conditions, the traffic analysis scenario for the opening of the Otay Truck Route corresponded with 2013 CBF Phase 1 and 2017 CBF Phase 2 traffic analysis scenarios for the CBF project, interpolated to account for CBF traffic in 2015, and there were no major changes in roadway and traffic conditions between the two traffic studies. Therefore, the Otay Truck Route used information from the CBF traffic analysis in conducting the analysis of 2015 Opening Year conditions. In the case of 2035 Horizon Year conditions, there were major differences in the roadway and traffic conditions used for the Otay Truck Route traffic analysis and those used for the CBF traffic analysis because they used different horizon years. The CBF was accounted for in the Otay Truck Route 2035 Horizon Year traffic analysis because it was included in the SANDAG Series 12 regional transportation model that was used as the basis for the 2035 traffic forecasts.
9. The roadway and intersection improvements recommended in the two reports would be expected to be different because they have different horizon years. The horizon year conditions analyzed in the Otay Truck Route traffic analysis would be expected to occur in 2035. The buildout horizon year conditions analyzed in the CBF traffic analysis would be expected to occur after 2035, at community buildout.



June 5, 2015

Ms. Helene Deisher
Development Project Manager
City of San Diego
1222 First Avenue, MS301
San Diego, CA 92101-4101

Subject: Comments on Draft Otay Truck Route Phase IV Project – Mitigated Negative Declaration

Dear Ms. Deisher,

Murphy Development Company (MDC), submits this letter of comment in response to the City of San Diego's Draft Otay Truck Route Phase IV Project Mitigated Negative Declaration. MDC is the developer and/or owner of multiple buildings and several parcels of land in the Siempre Viva Business Park located on the south side of Siempre Viva Road, east of La Media Road in the Otay Mesa community. These properties are leased to a number of manufacturing and distribution businesses including Tyson Foods, General Dynamics NASSCO, Fed Ex, Bose and Pacific World Cosmetics. These businesses report that it is common for southbound trucks headed toward Mexico on the Southbound Truck Route to queue and cause traffic jams on Siempre Viva Road, Drucker Road and La Media Road (amongst others) to the point that employees and suppliers are unable to enter or exit the businesses for extended periods of time. This is unacceptable to us.

The Traffic Impact Study (TIS) prepared by VRPA and dated September 29, 2014 has relied on some unsubstantiated assumptions, incorrect assumptions, and incomplete analysis such that the conclusion that there will be no significant traffic impacts is not supported by evidence in the report. The following five points highlight the main inconsistencies:

- i. The queuing analysis is inadequate due to its reliance on data from observing a single day during peak hour queuing conditions. The date, time, duration, and findings of the one day of observation are not disclosed. Even if this information is somewhere in the record, there is no analysis regarding commonly reported 'worst case' conditions when border inspections into Mexico are delayed, which are reported frequently between 8am and 6pm – the normal work day – at any given day of the week.
- ii. The queuing analysis should address the frequency and severity of the 'worst case' conditions. This analysis should then be applied to the estimated construction period to evaluate how the worst case queuing condition during construction will impact city surface streets. Without this more rigorous queuing analysis, it is not possible to determine what, if any, impacts might occur during project construction, even if those impacts are temporary. When Phase III of the project was underway in 2010, this area suffered from severe traffic impacts which created noise, pollution, and safety issues to all businesses and employees in the area. Please see the

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- 1. The queuing analysis is based on a typical weekday in November 2012 rather than a single day. Measurements of truck queues were observed during peak times of day on several weekdays in November 2012 and the analysis represents average conditions based on those observations.
- 2. Construction traffic impacts will be handled differently than during the construction of Phase III in 2010. During construction of Phase III, both laden and empty trucks were merged into one lane between Drucker Lane and the Port of Entry. This will not occur during the Phase IV project. The Phase IV traffic control plans direct the contractor to construct the segment between Britannia Blvd and La Media Rd first, which will have no impact to trucks. Once completed, laden trucks can be shifted to this new segment, adding to the queuing capacity and reducing the number of trucks on city streets while the remaining stages of construction occur. Unladen trucks will continue to use Drucker Lane to access the truck route throughout all stages of construction

2750 Wanda Road, Suite 107, San Diego, California 92106 Tel 619.710.8000 Fax 619.710.8150

37

attached photos which were taken from the roof of the Tyson Foods building, as well as aerial photos. We do not want this disaster to occur again.

- III. The VRPATIS identifies Horizon Year (2035) ADT's and Functional Road Classifications that are substantially different than the same information the LSA Traffic study conducted for the Cross Border Facility (CBF), even though the VRPA report mentions that it relies upon the LSA traffic study. At a minimum these discrepancies need to be explained, or the analysis in the VRPA TIS should be revised to be consistent with LSA's Traffic study which was ratified when the Cross Border Facility Project EIR was certified.
- IV. The assumption that CBF's off-site mitigation (widening Britannia from 905 to Siempre Viva Road) would be completed before the Otay Truck Route was completed is inaccurate as CBF's Deferred Improvement Agreement only requires Britannia to be widened before CBF proceeds with Phase 2. There is nothing in the CBF's conditions of approval that requires or dictates when CBF will proceed with Phase 2; therefore this assumption is incorrect.
- V. The VRPA TIS assumes that Mexico's capacity to provide timely inspection of trucks as truck traffic using the Otay POE increases is incorrect; the average queuing conditions could become much worse. Mexican Aduanas is currently undergoing an overhaul of its customs facilities on the south side of the border, but the result of these improvements have not been realized yet. We do not know what effect it will have on truck traffic. There is no evidence in the TIS substantiating why this assumption is reasonable nor is there any evidence that this assumption has been true in the past.

3.
4.
5.

Based on these five issues, we conclude that the MND is inadequate in its traffic analysis. Additional analysis and re-circulation of the MND are warranted as there are undisclosed impacts and therefore unmitigated impacts. In addition, the statement that the contractor will be required to obtain a traffic control plan to address the consequences of closing down the border road between La Media Road and Drucker Lane during construction can be considered a deferral of mitigation as the secondary impacts from project construction are subject to CEQA analysis.

While we very much appreciate Mayor Faulconer and Councilman Alvarez's recent efforts to solve the truck queuing problems in Otay Mesa, businesses cannot thrive, much less continue to operate in Otay Mesa between now and implementation of the Otay Truck Route Phase IV project without addressing the traffic issues. There needs to be an alternative immediate solution to the current truck queuing problems while other longer term solutions are pursued.

We look forward to your response to this comment letter and trust that both immediate and long term solutions to the truck queuing problems can be achieved.

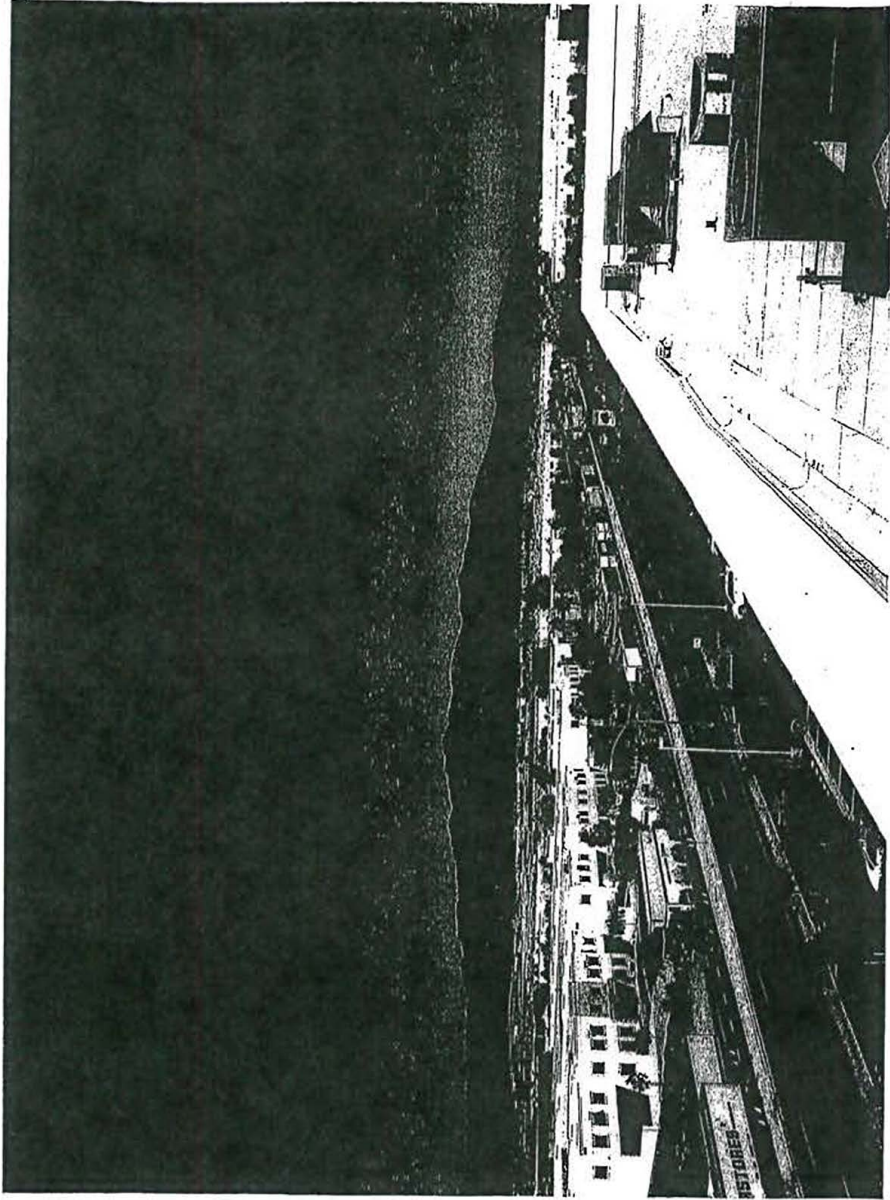
Sincerely,

R. Michael Murphy, President
Murphy Development Company

- 3. It is agreed that horizon year conditions for the Otay Truck Route and the CBF traffic analyses are different. The two studies used different horizon year conditions. The horizon year for the CBF traffic analysis was based on community buildout conditions related to the development of the Otay Mesa Community Plan. The horizon year for the Otay Truck Route traffic analysis was based on 2035 conditions, approximately 20 years after the anticipated opening day of the project. The selection of the horizon year for the Otay Truck Route project was on guidance from state and federal agencies that investments in roadway facilities should have practical value for at least 20 years after the opening day of the facility.
- 4. The assumption that Britannia Boulevard would be widened prior to the opening of the Otay Truck Route was made since improvements to Britannia Boulevard were expected to be assured at the time that the Otay Truck Route traffic analysis was conducted.
- 5. Customs officials from both the United States and Mexico were contacted during the course of the study and neither had specific information on how truck inspection capacity would be handled in the future. The traffic analysis assumes that the capacity of Mexican customs officials to process trucks will increase in proportion to the increase in truck demand. This was considered to be the most reasonable assumption available in the absence of specific plans or commitments. It should be noted that this assumption results in a conclusion that truck queues will tend to increase over time (rather than decrease or remain the same) if no improvements are made. As for the current Mexican Aduanas overhaul project, even though the effects are unknown at this point, the purpose of the project is to improve the efficiency of processing trucks.

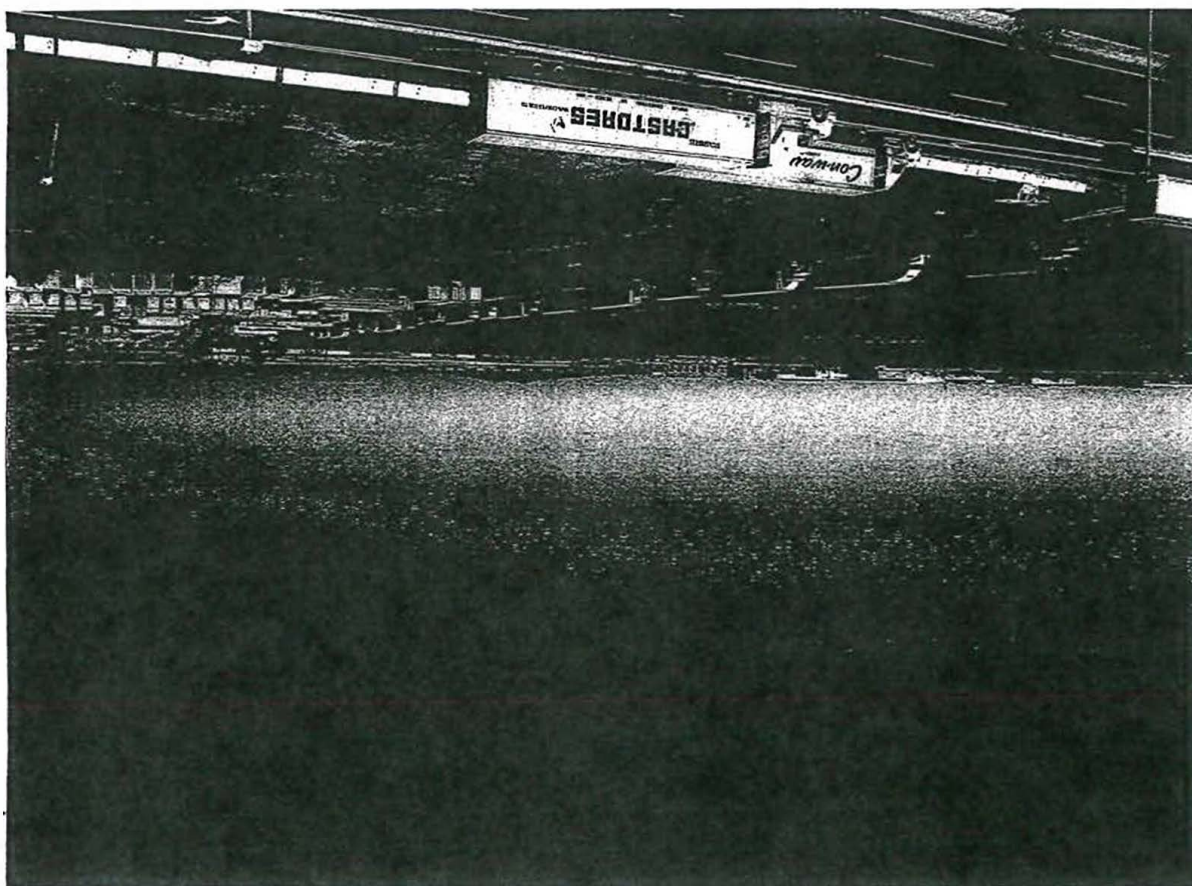
Attachments:
Photos from August 2010 (Otay Truck Route Phase III)
LSA Peer Review of VRPA TIS

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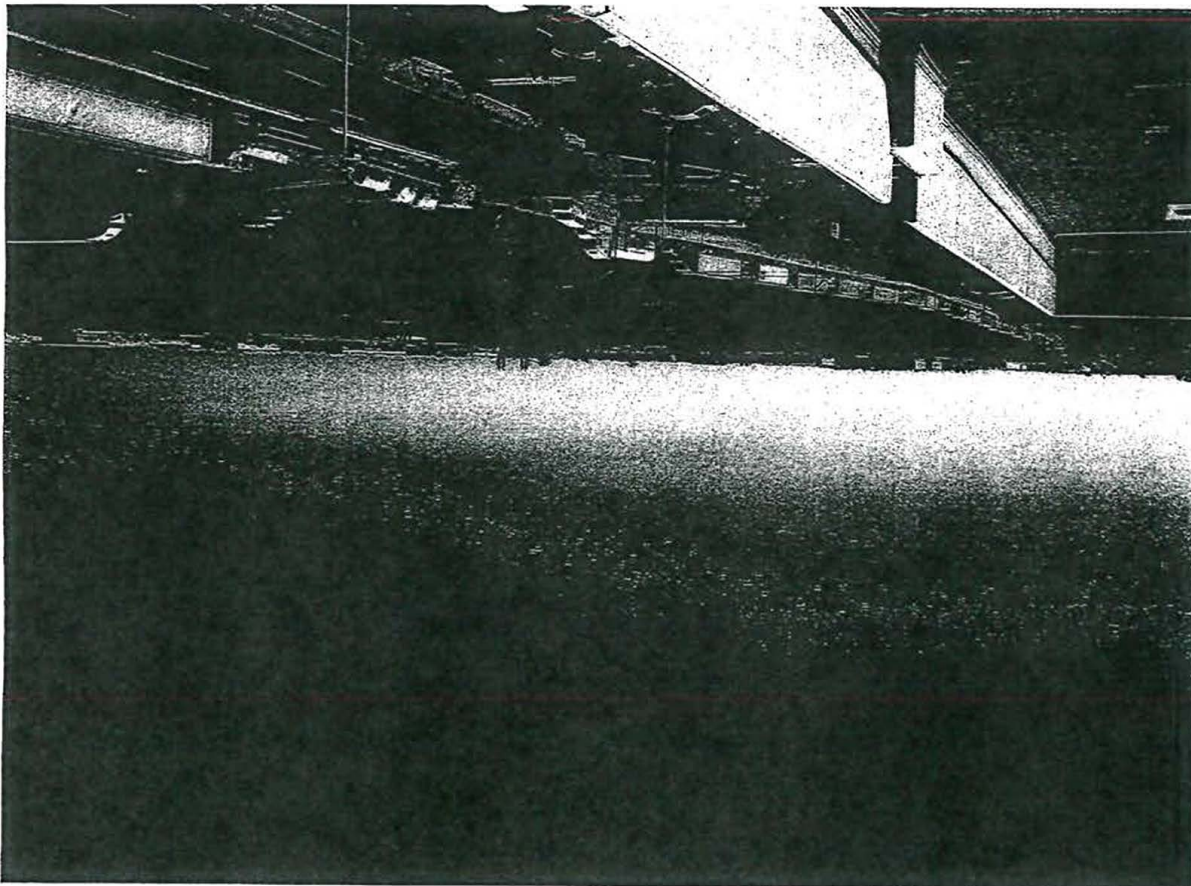


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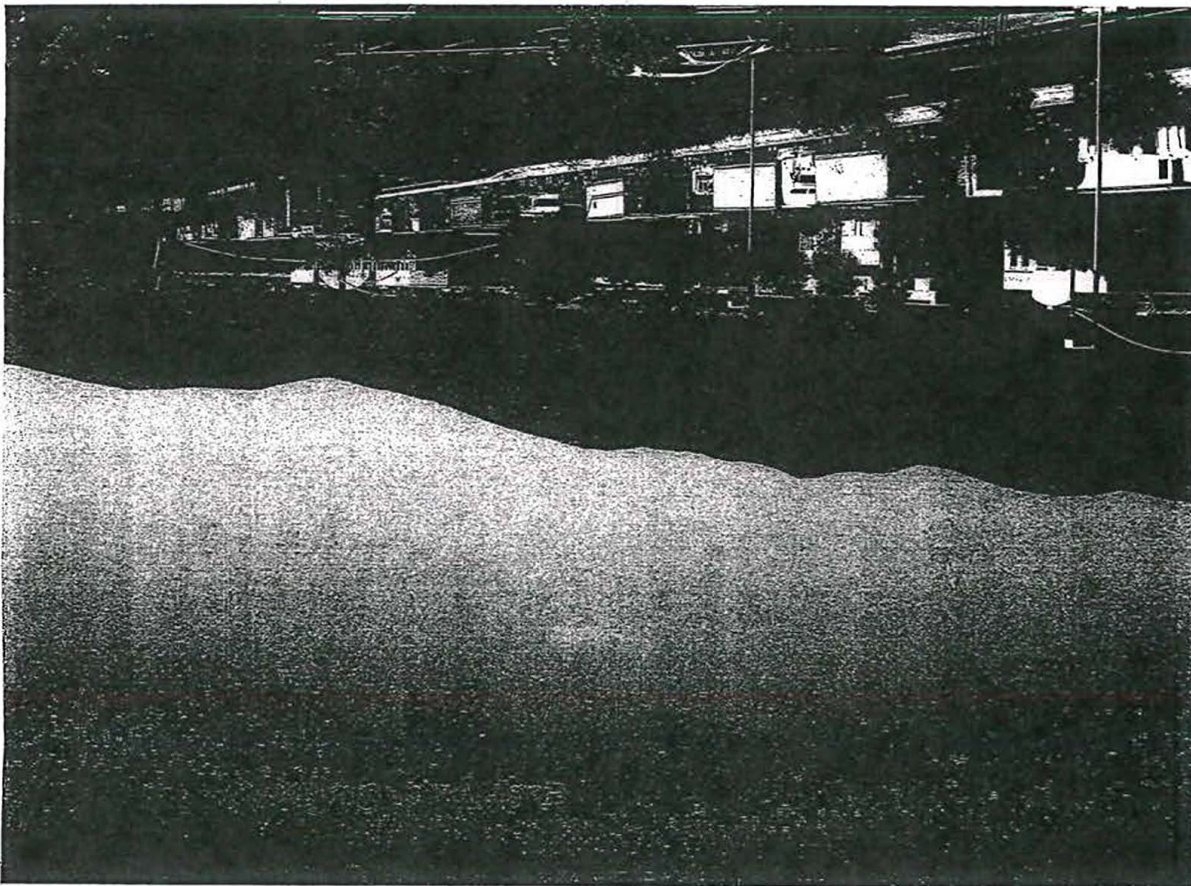
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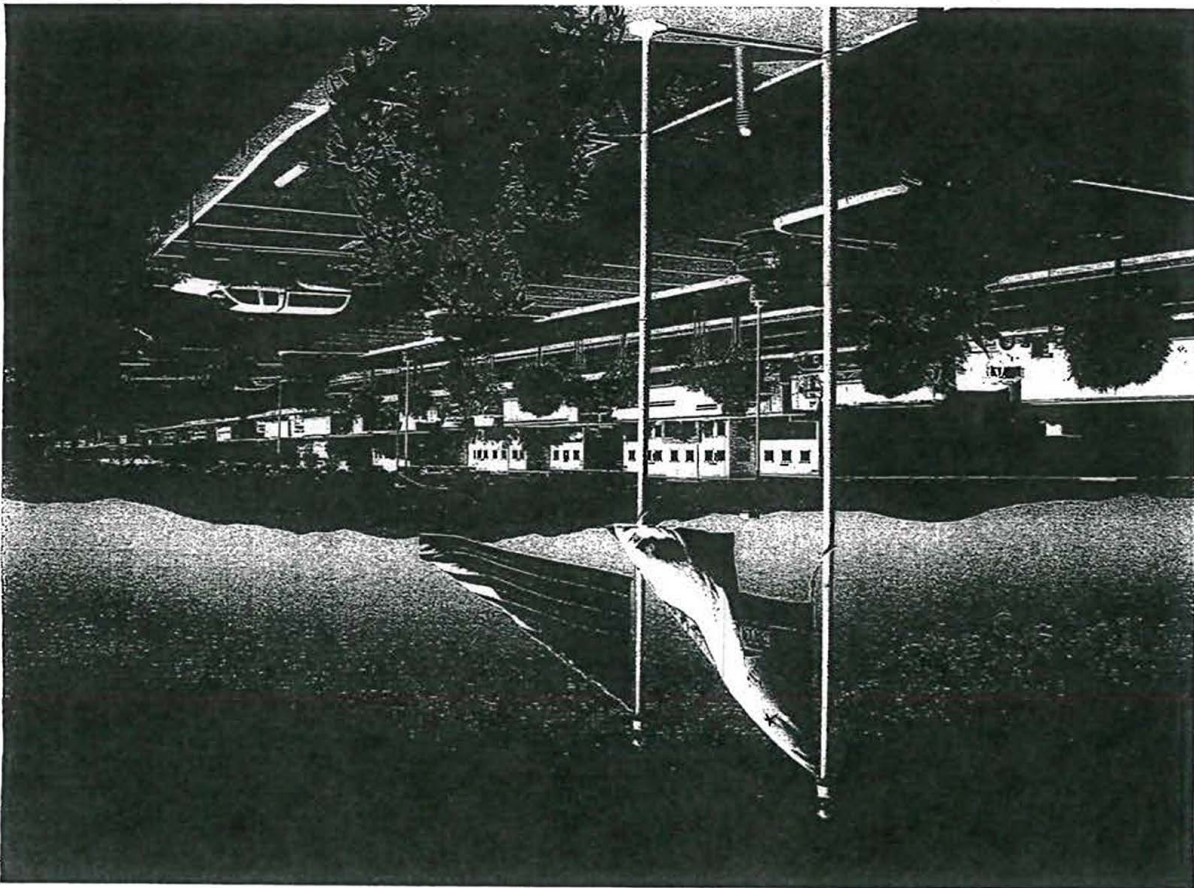
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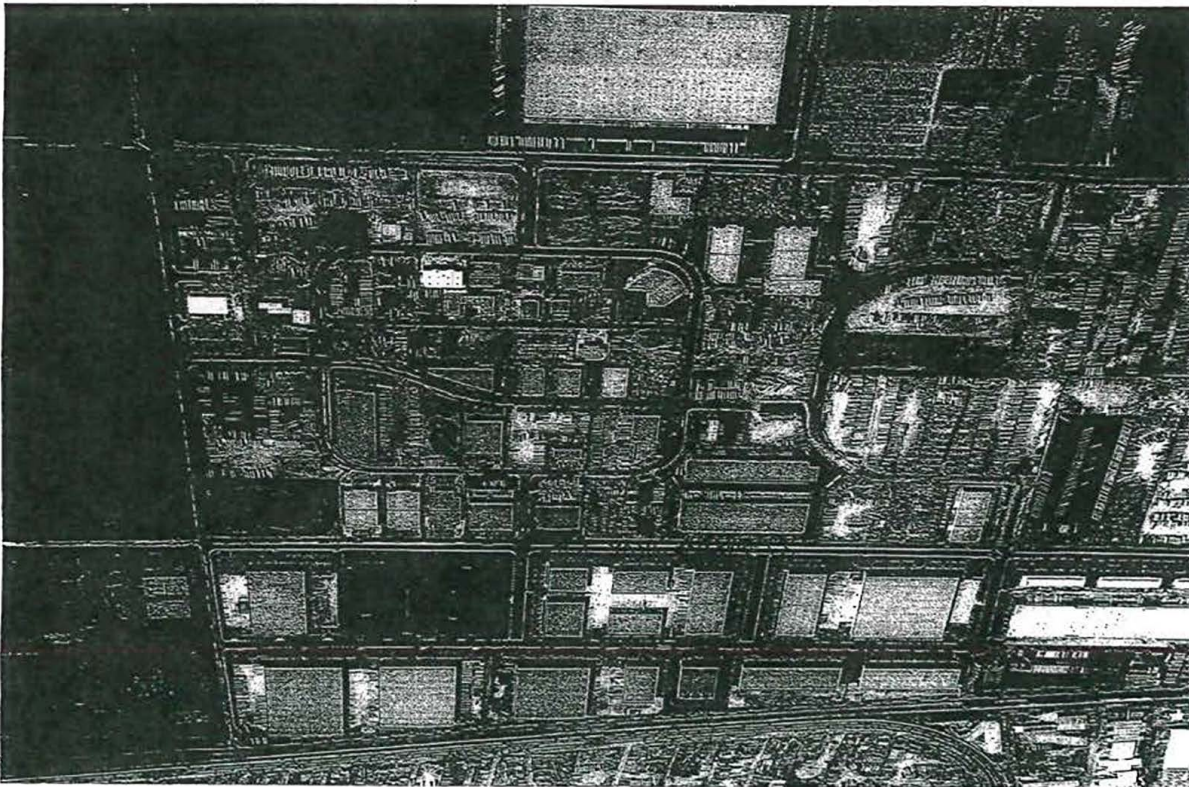
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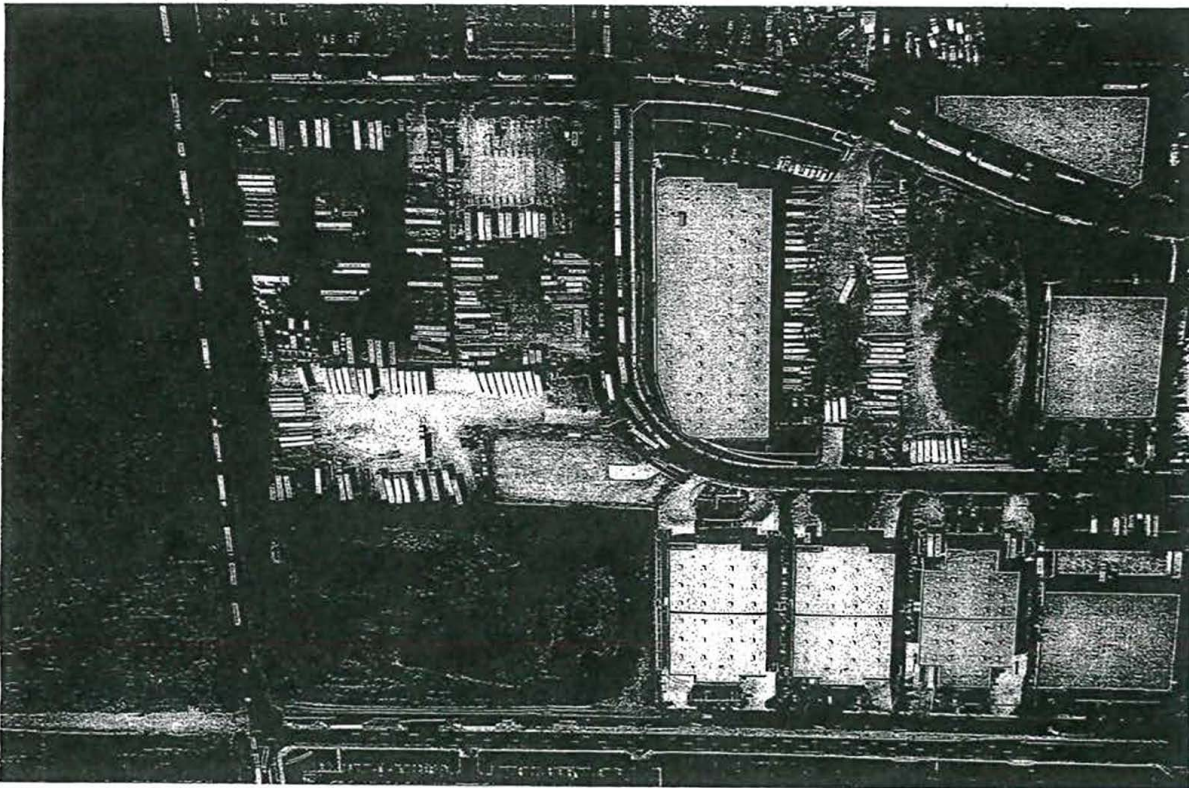
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MEMORANDUM

DATE: May 29, 2015
 TO: Gary Rose, Equity Group Investments, LLC
 FROM: Dean Arizabal, LSA Associates, Inc.
 SUBJECT: Otay Truck Route Phase 4 Improvement Project – Traffic Report Peer Review

LSA Associates, Inc. (LSA) is pleased to submit this peer review of the Traffic Report prepared by VRPA Technologies, Inc. (VRPA) for the Otay Truck Route Phase 4 Improvement Project. This project proposes to extend the Otay Truck Route within the Otay Mesa community of the City of San Diego (City). The purpose of this peer review is to determine whether the document conforms to the City's traffic impact study (TIS) requirements, accepted traffic engineering methodologies and procedures, and applicable provisions for the California Environmental Quality Act (CEQA). The peer review also addresses potential impacts to the local roadways providing access to/from the Cross Border Facility (CBF) currently under construction, as well as previous analyses and recommendations of the San Diego-Tijuana CBF Project TIS prepared by LSA (dated June 28, 2011).

Based on LSA's review, the document has been prepared consistent with the City's TIS Manual and sound traffic engineering methods and standards to develop its conclusions. The analysis describes the existing, existing plus project, opening year (2015), opening year plus project, horizon year (2035), and horizon year plus project conditions to satisfy CEQA. LSA concurs with the results, and that a significant impact would not occur at any of the study area intersections or roadway segments with implementation of the proposed Otay Truck Route extension.

LSA, however, has prepared the following comments on the VRPA Traffic Report. These comments specifically relate to the roadways and traffic volumes adjacent to the CBF.

1. Opening year (2015) traffic conditions for the VRPA Traffic Report were developed based on a linear interpolation of Phase 1 (2012) Plus CBF Project and Phase 2 (2017) Plus CBF Project traffic conditions in the LSA TIS. LSA has reviewed and concurs with the interpolated opening year average daily traffic (ADT) volumes, functional classifications, and levels of service (LOS) of the three roadways adjacent to the site: Siempre Viva Road between Britannia Boulevard and the CBF site, Britannia Boulevard between Airway Road and Siempre Viva Road, and La Media Road between Airway Road and Siempre Viva Road. Similarly, LSA has reviewed and concurs with the interpolated peak-hour volumes, geometrics, and LOS at the intersections of these roadways: Britannia Boulevard/Siempre Viva Road and La Media Road/Siempre Viva Road.
2. Horizon year (2035) traffic conditions for the Traffic Report were based on the San Diego Association of Governments (SANDAG) 2035 Series 12 traffic model. Similar to the opening year conditions, LSA reviewed the horizon year ADT volumes, functional classifications, and LOS included in the VRPA Traffic Report for consistency with those presented in the LSA TIS for Buildout Community Plan Plus CBF conditions. A comparison of the VRPA Traffic Report and LSA TIS results for the three roadways adjacent to the CBF is provided below.

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a. Siempre Viva Road between Britannia Boulevard and La Media Road

• VRPA Traffic Report

- ADT: 28,500 ADT
- *Functional Classification (and LOS):* 4-Lane Major (satisfactory LOS C)

• LSA TIS

- *ADT without CBF:* 41,500 ADT between Britannia Boulevard and the CBF site, and 52,500 ADT between the CBF site and La Media Road
- *ADT with CBF:* 58,000 ADT between Britannia Boulevard and the CBF site, and 82,700 ADT between the CBF site and La Media Road
- *Functional Classification (and LOS):* Recommended 8-Lane Primary between Britannia Boulevard and the CBF site (mitigated to satisfactory LOS C) and 8-Lane Primary between the CBF site and La Media Road (partially mitigated, but unsatisfactory LOS F)

b. Britannia Boulevard between Airway Road and Siempre Viva Road

• VRPA Traffic Report

- ADT: 44,000 ADT
- *Functional Classification (and LOS):* 6-Lane Major (satisfactory LOS D)

• LSA TIS

- *ADT without CBF:* 33,000 ADT
- *ADT with CBF:* 50,500 ADT
- *Functional Classification (and LOS):* Recommended 6-Lane Primary (mitigated to satisfactory LOS D)

c. La Media Road between Airway Road and Siempre Viva Road

• VRPA Traffic Report

- ADT: 16,882 ADT
- *Functional Classification (and LOS):* 2-Lane Collector (unsatisfactory LOS F) – The proposed Otay Truck Route extension would decrease ADT volumes along this roadway. Therefore, mitigation was not recommended for this project.

• LSA TIS

- *ADT without CBF:* 32,000 ADT
- *ADT with CBF:* 42,600 ADT
- *Functional Classification (and LOS):* Recommended 6-Lane Major (mitigated to satisfactory LOS D)

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As a result of the ADT volume differences at Siempre Viva Road, Britannia Boulevard, and La Media Road in the VRPA Traffic Report and the LSA TIS, the functional roadway classifications for each roadway are also different under horizon year conditions.

- 3. Similar to the review of roadway ADT volumes and classifications/configurations, LSA has also reviewed the intersection peak-hour volumes, LOS, and geometrics under horizon year conditions for consistency with those presented in the LSA TIS for Buildout Community Plan Plus CBF conditions. A comparison of the VRPA Traffic Report and LSA TIS results for the two intersections adjacent to the CBF is provided below.

a. Britannia Boulevard/Siempre Viva Road

• VRPA Traffic Report

- *Geometrics:* Traffic Signal with 1 NBL, 1 NBTR, 2 SBL, 1 SBT, 1 SBTR, 1 EBLT, 1 EBTR, 1 WBLT, and 1 WBR
- *Volumes (and LOS):* 2,364 total vehicles in the a.m. peak hour (satisfactory LOS D) and 2,913 total vehicles in the p.m. peak hour (satisfactory LOS D)
- *Mitigation:* Not required

• LSA TIS

- *Geometrics:* Traffic Signal with 2 NBL, 2 NBT, 1 NBR, 2 SBL, 2 SBT, 1 SBR, 2 EBL, 3 EBT, 1 EBR, 2 WBL, 3 WBT, and 1 WBR
- *Volumes (and LOS):* 11,590 total vehicles in the a.m. peak hour (unsatisfactory LOS F) and 11,743 total vehicles in the p.m. peak hour (unsatisfactory LOS F)
- *Mitigation (and resultant LOS):* Addition of 3rd NBT, 2nd NBR, 2nd SBT, 2nd EBR, and 2nd WBR (partially mitigated, but unsatisfactory LOS F in both peak hours)

b. La Media Road/Siempre Viva Road

• VRPA Traffic Report

- *Geometrics:* All-Way Stop with 1 NBLTR, 1 SBLTR, 1 EBLTR, and 1 WBLTR
- *Volumes (and LOS):* 864 total vehicles in the a.m. peak hour (satisfactory LOS B) and 1,015 total vehicles in the p.m. peak hour (satisfactory LOS B)
- *Mitigation:* Not required

• LSA TIS

- *Geometrics:* Traffic Signal with 2 NBT, 2 SBL, 2 SBT, 1 SBR, 2 EBL, 3 EBT, 1 EBR, 2 WBL, 3 WBT, and WBR
- *Volumes (and LOS):* 9,292 total vehicles in the a.m. peak hour (unsatisfactory LOS F) and 8,669 total vehicles in the p.m. peak hour (unsatisfactory LOS F)
- *Mitigation (and resultant LOS):* Addition of 2nd SBR and 2nd WBR (partially mitigated, but unsatisfactory LOS F in both peak hours)

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As a result of the peak-hour volume differences at Britannia Boulevard/Siempre Viva Road and La Media Road/Siempre Viva Road in the VRPA Traffic Report and the LSA TIS, the LOS and geometric requirements for each intersection are also different under horizon year conditions.

4. The VRPA Traffic Report and the LSA TIS have significantly different ADT and peak-hour volumes along the roadways and intersections in the CBF vicinity. As part of the City-approved LSA TIS, CBF trips were manually assigned to Buildout Adopted Community Plan traffic volumes provided by the City's Traffic Engineer from the SANDAG Series 11 traffic model. Based on review of the VRPA Traffic Report, it is not clear if or how the CBF project is accounted for in the horizon year traffic volumes (i.e., included as a cumulative project) developed from the SANDAG Series 12 traffic model. In addition, it is not specified why new horizon year volumes for the VRPA Traffic Report were produced, while opening year volumes were interpolated from available data. An explanation should be provided on why two volume development methodologies have been applied.
5. The results of the VRPA Traffic Report would indicate that fewer roadway and intersection improvements are required for Siempre Viva Road, Britannia Boulevard, and La Media Road under horizon year conditions. Given the uncertainty of whether buildout of the CBF is included in the horizon year traffic volumes of the VRPA Traffic Report, it is unclear what the implications are for implementation of the CBF-recommended mitigation measures.

I hope this information is useful for your planning purposes. If you have any questions, please call me at (949) 553-0666.

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INITIAL STUDY CHECKLIST

1. Project Title/Project number: **OTAY TRUCK ROUTE PHASE IV / 202998**
2. Lead agency name and address: City of San Diego, 1222 First Avenue, MS501, San Diego, CA 92101
3. Contact person and phone number: E. Shearer-Nguyen / (619) 446-5369
4. Project location: In San Diego California, along the existing border truck route which runs west from the Otay Mesa Port of Entry to La Media Road, and then continuing along the same bearing, parallel to the U.S./Mexico international border, until Britannia Boulevard. Then, continuing north along Britannia Boulevard to Britannia Court.
5. Project Applicant/Sponsor's name and address: David Li, City of San Diego Public Works Department, 525 B Street, Suite 750/MS 908A, San Diego, CA 92101
6. General Plan / Community Plan designation: Not Applicable / Truck Route
7. Zoning: Not Applicable
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): **SITE DEVELOPMENT PERMIT and a MHPA BOUNDARY LINE ADJUSTMENT to construct and improve an existing unimproved road through widening and extending the existing Otay Truck Route, which fronts a portion of the U.S./Mexico border in the Otay Mesa community of the City of San Diego. The proposed road improvements would include a combination of asphalt roadway, concrete curb, retaining wall, and structure elements. The total length of the improvements would be approximately 2.0 miles, including 0.9 mile of existing paved road that would be resurfaced and widened, and 1.1 mile of existing gravel road that would be paved and widened. In addition to the east/west alignment, the project also entails improvements along existing north/south streets (as further described in Segments 1 through 3) connecting to the Otay Truck Route, including Britannia Boulevard, La Media Road, and Drucker Lane. Four linear storm water detention basins would be constructed adjacent to the widened road. Storm water basins would be designed, constructed, and vegetated pursuant to the City's Storm Water Standards Manual.**

For descriptive purposes, the project has been divided into three segments, from west to east.

Segment 1

Segment 1 would entail widening the existing Britannia Boulevard from Britannia Court to the secondary border fence to add a southbound approach to the east/west Otay Truck Route along the fence. This segment of the project is approximately 0.1 mile long. Widening would be accomplished to the west of the existing road, as the easterly portion is already constructed. The project would add a 12-foot-wide lane for southbound laden trucks and a 12-foot extra-wide shoulder for emergency access, for a total addition width of 24 feet. A wide rounded turnout area (bulbout) would be constructed at the intersection of this road with the Otay Truck Route to allow adequate room for trailer trucks to make the eastbound westbound turn. This segment would require that the City obtain a strip of right-of-way along the west side of Britannia Boulevard from the current owner. Storm drain facilities and fire hydrants would need to be relocated as part of this segment of the project. One at-grade storm water detention basin would be constructed adjacent to this segment of widened roadway, along the western edge of Britannia Boulevard.

Segment 2

Segment 2 would entail widening and paving the existing east/west service road along the border fence between Britannia Boulevard in the west and La Media Road in the east, a distance of approximately 1 mile. This segment of the project proposes to construct the Otay Truck Route as a 28-foot-wide road parallel to the border fence. The new road would have a 6-inch-high curb on the north side, a 2-foot-wide shoulder, a 14-foot-wide lane for laden trucks, and a 12-foot extra-wide southern shoulder adjacent to the fence for emergency and law-enforcement access. Underground utilities along the base of the secondary fence would be protected in place. A ground-mounted electrical transformer box located near La Media Road may be relocated. Two storm water detention basins would be constructed adjacent to this segment of widened roadway at two locations along the northern edge of the proposed truck route. The basins would be at the same elevation as the proposed roadway. In areas where the existing road is built on a manufactured slope, the slope would be extended to the north to accommodate the widened road and detention basins. A retaining wall would be constructed east of the eastern storm water basin to limit the northern extent of the slope and avoid a vernal pool located north of the proposed road improvements.

This segment of the existing service road crosses over a natural drainage that flows north to south through a reinforced concrete culvert with apron, wing walls, and trash rack. An existing embankment blocks normal drainage flows, forcing them toward the culvert. The project would extend the box culvert approximately 30 feet toward the north to accommodate the widened road, and would construct a new apron, headwall, and wing walls.

This segment would require that the City obtain a strip of right-of-way from landowners along the north side of the existing gravel road. This includes acquisition of property from the backside of the business located at the corner of Britannia Court and Britannia Boulevard.

Segment 3

Segment 3 would entail reconstructing and widening the existing truck route from La Media Road in the west to a point approximately 100 feet east of Drucker Lane in the east, for a total length of approximately 0.9 mile. The existing road is 26 feet wide in this area, which would be increased to 40 feet wide with the project improvements. Widening would be performed along the northern edge of the road, requiring City acquisition of right-of-way from existing industrial properties. After widening, the proposed Otay Truck Route would have a 6-inch-high curb, a 2-foot-wide shoulder, a 14-foot-wide lane for laden trucks, a 12-foot-wide lane for unladen trucks, and a 12-foot extra-wide shoulder next to the secondary fence for Border Patrol and local law enforcement access. One at-grade storm water detention basin would be constructed adjacent to this segment of widened roadway, in between the backsides of two existing businesses.

Along the north side where development has occurred, a grade difference exists between the truck road and the existing properties, with development pads higher than the road. An L-shaped retaining wall is proposed to accommodate the widened road, requiring a vertical cut at the property line. Existing fences not affected by the right-of-way acquisition would be protected in place, while others would be relocated to the north. This segment would require that the City obtain a strip of right-of-way from landowners along the north side of the existing road to accommodate the widening.

Construction

Project construction would be accomplished through the use of standard ~~pieces of~~ heavy machinery, including an excavator, a front loader, roller compactors, an earthmover, and dump trucks. Smaller personal machinery such as jackhammers and wacker compactors would also be used. Water trucks would be operated to reduce dust emissions during grading and earth moving.

The number of personnel on-site would vary depending on the construction phase, with the maximum being approximately 15 crewmembers during the finishing phase. Construction activity mostly would be performed between the hours of 7 a.m. and 7 p.m. Monday through Saturday, in keeping with the City's Municipal Code, although night work is likely to be required for Segment 3 to avoid conflicts with the existing truck queues. The total duration for project construction is estimated at approximately 180 days. Three staging yards have been identified, all in disturbed areas adjacent to or near the proposed alignment. The westernmost staging yard would be located on a vacant, graded pad immediately north of Segment 2 and west of the Cross Border Facility property. The central staging yard would be located in a disturbed area west of La Media Road and

north of Segment 2. This staging yard has been located to avoid vernal pools that were identified in road ruts within this disturbed parcel. The easternmost staging yard would be located along the eastern shoulder of Drucker Lane and north of Segment 3.

9. **Surrounding land uses and setting:** Briefly describe the project's surroundings:
The project is located in southwestern San Diego County, within the incorporated boundaries of the City and adjacent to the U.S.-Mexico international border, approximately 0.5 mile west of the Otay Mesa Port of Entry (Figure 1). The project footprint and study area for this MND are in a partially developed industrial area in the community of Otay Mesa (Figures 2a and 2b). The project-related road is an east-west facility spanning between Britannia Boulevard in the west and Drucker Lane in the east. The total length of the proposed improvements is approximately 2.0 miles. The proposed improvements abut the secondary border fence, a chain-link fence that follows the international border fence and encloses a U.S. Customs and Border Protection patrol area. A drainage flowing from north to south crosses the project alignment and enters a culvert beneath the international border fence.

Adjacent property to the north includes developed industrial uses on the western and eastern ends and undeveloped grassland in the center of the site. Farther north are additional industrial properties scattered amidst undeveloped grasslands. Adjacent property to the south includes an access area between the international border fence and the secondary border fence used by U.S. Customs and Border Protection personnel. Farther to the south is the Mexican city of Tijuana, with the adjacent Tijuana International Airport and associated industrial uses. The Cross-Border Facility, which will provide a U.S. Customs and Border Protection processing station, ticketing counters, retail stores, and a pedestrian connection to the Tijuana Airport for U.S. air travelers, is currently under construction on a parcel adjacent to the proposed project, on the western side of the undeveloped portion of the project area.

The land surrounding the proposed project is primarily flat, with elevation ranging from 140 to 150 meters above mean sea level. A segment of the existing gravel road through the undeveloped area is constructed on a north-facing manufactured slope that raises the road above the adjacent land to the north. The undeveloped lands in the central portion of the project area are composed of vegetation communities and land cover types typically found in the Otay Mesa area, including annual grasslands, vernal pools, and disturbed and developed lands. The annual grasslands feature densities of native annual wildflowers and native grasses adjacent to the existing gravel road, and several vernal pools are scattered north of the proposed improvements. Much of the undeveloped area in the central portion of the site shows signs of past disturbance. A wetland area featuring saltbush scrub, vernal pools, mulefat scrub, and freshwater seep is adjacent to the existing gravel road, east of the culvert crossing.

10. **Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.):** U.S. Army Corps of Engineers (USACOE), U.S. Fish & Wildlife Service

(USFWS), California Department of Fish & Wildlife (CDFW), Regional Water Quality Control Board (RWQCB)

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

- | | | |
|-------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Air Quality | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> 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, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
- 4) “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses”, as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or (mitigated) negative declaration. *Section 15063(c)(3)(D)*. In this case, a brief discussion should identify the following:
 - a. Earlier Analysis Used. Identify and state where they are available for review.
 - b. Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are “Less Than Significant With Mitigation Measures Incorporated”, describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a. The significance criteria or threshold, if any, used to evaluate each question; and
 - b. The mitigation measure identified, if any, to reduce the impact to less than significant.

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

No public views and/or scenic corridors designated per the community plan exist on the site. Therefore, the project would not result in a substantial adverse effect on a scenic vista.

b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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No such scenic resources or state highway are located on, near or adjacent to the project site. No impacts would result.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Less Than Significant Impact. As discussed under the Section 9, Surrounding Land Uses and Setting, above, the surrounding community is comprised of industrial uses, and semi-vacant lots with both native and non-native vegetation. The project would take strips of land ranging from 6- to 12-feet from the parcels to the north of the road along the Otay Truck Route between Drucker Lane and La Media Road, but the visual quality of the site will not be substantially degraded. The site itself consists of an existing truck route and a dirt road adjacent to the border fence. Considering this, the existing site has a moderate visual quality.

In addition, the Otay Mesa Community Plan already planned for this extension of the international truck route. Overall, the visual character and quality impacts of the project would be less than significant.

d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The project would not cause substantial light or glare. All proposed street lighting would comply with all current lighting regulations. Streetlights and headlights would be directed at the roadway. In addition, street lighting adjacent to the MHPA would be reduced and shielded. No substantial sources of light would be generated during project construction, as construction activities would occur during daylight hours. Furthermore, the project area currently does not create glare and the project would not create a new source of glare in that the project would construct and improve an existing unimproved road through widening and extending the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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existing Otay Truck Route; furthermore, the project would not incorporate any design features that would create glare. Overall, lighting and glare impacts would be less than significant.

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

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The site consists of an unpaved road, a strip of natural vegetation and habitat, and the southernmost strip of existing ornamental landscaping and parking lots of adjacent parcels. No farmland exists adjacent to the roadway; as such the site does not contain and is not adjacent to any lands identified as 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. No agricultural land would be converted to non-agricultural uses as a result of project implementation. No impact would result.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Refer to response II(a), above. There are no Williamson Act Contract lands on or within the vicinity of the site. The project would not affect any properties zoned for agricultural use or affected by a Williamson Act Contract. No impact would occur.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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No designated forest land or timberland occurs on site, and no part of the project is zoned as Timberland Production. Therefore, no impact would occur.

d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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There is no forest land on site, and the project would not contribute to the conversion of any forested land to non-forest use. No impact would occur.

e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Refer to responses II(a) and II(d), above. The project site and surrounding area does not contain any farmland or forest land. No changes to any such lands would result from project implementation. No impact would occur.

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

a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Air quality plans describe air pollution control strategies and measures to be implemented by a city, county, region, and/or air district. The primary purpose of an air quality plan is to bring an area that does not attain federal and state air quality standards into compliance with the requirements of the Clean Air Act (CAA) and California Clean Air Act (CCAA). In addition, air quality plans are also developed to ensure that an area maintains a healthful level of air quality based on the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).

The Clean Air Act (CAA) requires a demonstration that federal actions conform to the State Implementation Plan (SIP) and similar approved plans in areas that are designated as nonattainment or have maintenance plans for criteria pollutants. Transportation measures, such as the proposed project, are analyzed for conformity with the SIP as part of the regional transportation plan (RTP) and regional transportation improvement program (RTIP). If the design concept and scope of a proposed transportation project are consistent with the project description in the applicable RTP and RTIP, and the assumptions in the regional emissions analysis for the RTP and RTIP, then the proposed project would conform to the SIP, which includes the San Diego Regional Air Quality Strategy (RAQS), the regional air quality plan.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Thus, consistency with the SIP would represent consistency with the RAQS.

The proposed project is included in the 2050 RTP and 2012 RTIP as SANDAG ID SD102A (Otay Truck Route Widening) (SANDAG 2012). The project description in the RTP and RTIP states “On Otay Truck Route in San Diego from Drucker Lane to La Media, add one lane (total 3 lanes) for trucks; from Britannia to La Media, add one lane for trucks and one lane for emergency vehicles (Border Patrol/fire department access); along Britannia from Britannia Court to the Otay Truck Route - add one lane for trucks.”

The design concept and scope of the proposed transportation project are consistent with the project’s description in the 2050 RTP, the 2012 RTIP, and the assumptions in SANDAG’s regional emissions analysis. Because traffic traveling on the roadway is attributed to other uses and is not generated by the roadway itself, no operational emissions are associated with the project. Therefore, the project would not conflict with or obstruct the implementation of the RAQS and/or applicable portions of the SIP. Impacts would be less than significant.

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

The City has adopted screening-level thresholds of significance for regional pollutant emissions, as shown below in Table 1. A project with emissions rates below these thresholds is considered to have a less-than-significant impact on regional and local air quality throughout the San Diego Air Basin (SDAB).

Construction Emissions

Construction of the proposed project would result in the temporary generation of reactive organic gases (ROG), carbon monoxide (CO), oxides of nitrogen (NOX), particulate matter (PM) emissions, including particles less than 10 microns (PM10) and particles less than 2.5 microns (PM2.5). Fugitive PM dust emissions are primarily associated with site preparation and vary as a function of such parameters as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on- and off-site. ROG and NOX emissions are primarily associated with mobile equipment exhaust.

Construction emissions can substantially vary from day to day, depending on the level of activity, the specific type of operation, and the prevailing weather conditions. The total duration for project construction is estimated at approximately 9 months. Project construction is anticipated for completion by 2015.

Project construction would be accomplished through the use of standard pieces of heavy

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machinery, including an excavator, a front loader, roller compactors, an earth mover, and dump trucks. Smaller personal machinery such as jackhammers and wacker compactors would also be utilized. Water trucks would be operated to reduce dust emissions during grading and earth moving.

The number of personnel on site would vary depending on the construction phase, with the maximum being approximately 15 crew members during the finishing phase. Three staging yards have been identified for the project, all in disturbed areas directly abutting the proposed alignment. The westernmost staging yard would be located on a vacant, graded pad immediately north of Segment 2. The central staging yard is located in a disturbed area west of La Media Road and north of Segment 2. The easternmost staging yard is located along the eastern shoulder of Drucker Lane and north of Segment 3.

The SDAPCD does not provide or require specific models for the analysis of emissions associated with the proposed project. Criteria pollutant emissions were modeled using the Sacramento Metropolitan Air Quality Management District (SMAQMD) Road Construction Emissions Model, Version 7.1.5.1 (SMAQMD 2013). The model was developed to provide timelines and equipment necessary to estimate the emissions from linear projects such as a bridge, roadway, or pipeline. The Road Construction Emissions Model provides default assumptions (e.g., amount of equipment used) for construction projects with similar characteristics. The design characteristics of the proposed project are consistent with the construction activities that can be analyzed by the Road Construction Emissions Model. Since detailed construction equipment assumptions were not available for the proposed project at the time that the air quality report was developed, the Road Construction Emissions Model provided relevant information for the emission estimates.

The analysis was based on a worst-case scenario representing an intensive day of construction for site clearing, grading/excavation, drainage/utilities/subgrade, and paving activities. Preliminary grading estimates show the proposed project would require approximately 28,500 cubic yards of excavation and approximately 3,200 cubic yards of fill, resulting in approximately 25,300 cubic yards of material exported. All material hauling was assumed to occur during the grading phase. The analysis assumed that the construction site would be approximately 17 total acres, and equipment would operate simultaneously for 8 hours per day (see Table 1). Additional information is provided in Appendix C.

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Estimated Maximum Daily Regional Construction Emissions

Construction Phase	Estimated Emissions (lbs/day)				
	ROG	NO _x	CO	PM ₁₀	PM _{2.5}
Grubbing/Land Clearing	3.1	21.7	14.6	43.6	9.9
Grading/Excavation	10.9	114.4	51.2	47.9	13.7
Drainage/Utilities/Subgrade	9.3	79.8	41.6	47.0	13.0
Paving	4.8	32.8	21.6	2.3	2.1
Maximum Daily Emissions	10.9	114.4	51.2	47.9	13.7
Threshold of Significance ¹	137	250	550	100	N/A
Exceed Significance?	NO	NO	NO	NO	NO

Source: Modeled by AECOM in 2014

¹ Thresholds of significance for ROG, NO_x, CO, and PM₁₀ from the City of San Diego California Environmental Quality Act Significance Determination Thresholds (City of San Diego 2011a).

As shown in the table above, construction-generated emissions of ROG, NO_x, PM₁₀, and PM_{2.5} would not exceed applicable mass emission thresholds established by City. Therefore, impacts would be less than significant.

Operational Emissions

The project would not generate new vehicle trips and would not generate any additional activities related to maintenance or operations that would increase from existing levels. The proposed project would not result in an increase in vehicle operations, but would instead re-route trips that would already be expected to be on the roadway system (VRPA 2013). Therefore, the project would not result in an overall increase in operational emissions and impacts would be less than significant.

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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The analysis of project impacts to regional air quality, as performed by SANDAG and the SDAPCD in conjunction with the RTP and RTIP process, is a cumulative analysis. The proposed project would conform to the assumptions in the conformity analyses for the 2050 RTP (SANDAG 2011) and 2012 RTIP (SANDAG 2012), which are long-range planning documents that include roadway projects throughout the region.

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As previously stated, the design concept and scope of the transportation project are consistent with the project’s description in the 2050 RTP, the 2012 RTIP, and the assumptions in SANDAG’s regional emissions analysis. Because traffic traveling on the roadway is attributed to other uses and is not generated by the roadway itself, no operational emissions are associated with the project. Therefore, the project would not conflict with or obstruct the implementation of the RAQS and/or applicable portions of the SIP. Impacts would be less than significant. Therefore, the project would not result in a cumulative impact to air quality; impacts are considered less than significant.

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

The occurrence and severity of odor impacts depend on numerous factors, including the nature, frequency, and intensity of the source; wind speed and direction; and the presence of sensitive receptors. While offensive odors rarely cause any physical harm, they still can be very unpleasant, and can generate citizen complaints to local governments and regulatory agencies.

Potential sources that may emit odors during construction activities include exhaust from diesel construction equipment. However, because of the temporary nature of these emissions and the highly diffusive properties of diesel exhaust, nearby receptors would not be affected by diesel exhaust odors associated with project construction. Odors from these sources would be localized and generally confined to the immediate area surrounding the proposed project site. Furthermore, the area in the vicinity of the project site is characterized by industrial uses and undeveloped land that is generally not sensitive to odors. The project would utilize typical construction techniques, and the odors would be typical of most construction sites and temporary in nature.

Operation of the project would not add any new odor sources. As a result, the project would not create objectionable odors affecting a substantial number of people. Impacts would be less than significant.

IV. BIOLOGICAL RESOURCES – Would the project:

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| 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"/> |
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A site-specific field survey and associated biological technical report was prepared by AECOM (March 2015) in order to assess the vegetation communities on site and determine what impacts would result through project implementation.

The project site lies within the boundaries of the City of San Diego Multiple Species Conservation Plan (MSCP) Subarea. The project is not currently in or adjacent to any Multi-Habitat Planning Areas. Based on the preliminary research, AECOM determined that focused surveys would not be required for California least tern, coastal California gnatcatcher, least Bell's vireo, or the arroyo toad due to absence of suitable habitat. Surveys were conducted for four wildlife species: Quino checkerspot butterfly, San Diego fairy shrimp, Riverside fairy shrimp, and burrowing owl; surveys were also conducted for eight plant species: California Orcutt grass, Mexican flannelbush, Otay mesa mint, Otay tarplant, San Diego button-celery, San Diego thornmint, spreading navarretia, and willow monardella.

Surveys for the project were conducted within the 283.076-acre biological survey area (comprised of the project footprint including road improvements, stormwater basins, work areas, and staging areas) and a 500-foot buffer surrounding the impact area to the west, north, and east. The southern boundary of the proposed impact area is coincident with the U.S./Mexico border fence, and access was not available to extend the field surveys into a buffer south of the proposed impact zone. AECOM conducted vegetation mapping, rare plant surveys, focused wildlife surveys, and jurisdictional wetland delineations within the biological survey area from February 10, 2012, through February 8, 2013. Fairy shrimp surveys were conducted in the winter/spring rainy season of 2013. General biological reconnaissance, habitat assessments, and focused surveys for rare plants, burrowing owl, Quino checkerspot butterfly, and fairy shrimp were conducted.

Nine habitat types (84.384 acres of natural habitat and 198.692 acres of disturbed habitats) were identified within the biological survey area: 53.065 acres of native annual grassland (Tier I), 28.632 acres of nonnative annual grassland (Tier IIIB), 0.762 acre of freshwater marsh, 0.234 acre of freshwater seep, 0.226 acre of mulefat scrub, 1.102 acres of vernal pools, 0.57 acre of saltbush scrub (Tier II), 185.298 acres of developed (Tier IV), and 13.394 of disturbed habitats (Tier IV). The disturbed and developed land cover types consisted mostly of nonnative plant species with some native wildlife species.

A CNDDDB search for the project region identified 79 sensitive plant species with potential for occurrence in the BSA based on regional location. Based on the actual habitat conditions observed during the surveys conducted for the project, it was concluded that most of these species have no potential or low potential to occur on the project site. Due to the presence of remnant vernal pool complexes, an intermittent creek with associated wetland communities,

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and extensive open grassland habitat, 13 of the 79 species are considered to have a moderate or higher potential to occur within the biological survey area.

One special-status plant species, Otay tarplant, was observed in the biological survey area during the surveys. Otay tarplant is a federally threatened and state endangered species, and is covered by the MSCP. Approximately 151 Otay tarplant individuals were identified scattered throughout the central portion of the project footprint and into the 500-foot buffer area in native annual grassland on either side of drainage.

The following 12 species were identified as having moderate or higher potential to occur within the BSA based on present habitat and existing conditions: Coulter’s saltbush, San Diego goldenstar, Orcutt’s brodiaea, round-leaved filaree, long-spined spineflower, variegated dudleya, San Diego button-celery, Palmer’s grappling hook, little mousetail, spreading navarretia, California Orcutt grass, and Otay mesa mint. Of these plant species, San Diego goldenstar, Orcutt’s brodiaea, and variegated dudleya are state and federally covered by the MSCP. Federal coverage has been relinquished for San Diego button-celery, spreading navarretia, California Orcutt grass, and Otay Mesa Mint, but they continue to have state coverage through the MSCP.

The California Native Diversity Database search identified 66 wildlife species with potential to occur in the biological survey area based on regional location. Of these, 19 are considered to have moderate or higher potential or are known to occur in the biological survey area. The other 47 species are considered to have no or low potential to occur due to the absence of appropriate habitat. The biological survey area does not contain critical habitat for any wildlife species. Four special-status wildlife species were observed during surveys conducted for the project: the bird species burrowing owl and northern harrier, the invertebrate species San Diego fairy shrimp, and the mammal species San Diego black-tailed jackrabbit. In addition to the four species observed in the BSA, the following 14 species were identified as having moderate or higher potential to occur within the BSA based on present habitat and existing conditions: Cooper’s hawk, tricolored blackbird, golden eagle, San Diego ringneck snake, white-tailed kite, California horned lark, Quino checkerspot butterfly, western red bat, California black rail, California leaf-nosed bat, coast patch-nosed snake, western spadefoot toad, Riverside fairy shrimp, American badger, and two-striped garter snake.

Vernal pools were identified within the biological survey area during initial habitat surveys and were subject to focused floristic surveys and protocol fairy shrimp surveys to identify sensitive plant and wildlife resources in the pools. Thirty-eight vernal pools were identified, distributed throughout approximately 1.10 acres of native annual grassland and disturbed habitat in the central portion of the project site. Woolly marbles and smooth bouisduvalia, among others,

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dominate this wetland community. In addition, federally listed San Diego fairy shrimp were observed in several of the pools within the biological survey area. Analysis of the initial project design identified direct impacts on two vernal pools located adjacent to the existing roadway alignment. In response to this issue, the project was redesigned to incorporate retaining walls that would limit the lateral extent of the slope in certain areas, reducing the footprint and avoiding the pools. Pursuant to this redesign, the project would not result in any direct impacts on vernal pools. The project has also been designed to avoid direct impacts on vernal pool watersheds to the greatest extent possible, but the watershed and watershed buffer for some of these pools would be impacted. Though there are no direct impacts on vernal pools themselves, vernal pool impacts have been identified for this project because of impacts to the vernal pool watersheds and their watershed buffers.

Due to the proximity of several vernal pools to the existing road in an area that requires widening as part of the project, it is not possible to incorporate a standard vernal pool buffer and completely avoid indirect impacts on these pools. A significant impact on the functions and values of the vernal pools is not anticipated because the portion of the buffer that would be impacted is downslope from the vernal pool basins and outside of the respective watersheds. This downslope buffer area drains away from the pools and does not contribute significantly to the watershed for the vernal pool habitat. The upslope portion of the buffer that provides the input into the two vernal pools would be maintained in its existing condition.

With respect to wildlife corridors, the biological survey area spans a swath of grassland and riparian habitat across the south-central portion of Otay Mesa. This area is constrained by encroaching industrial complexes and parking or storage lots. However, despite the patchwork nature of surrounding developments, the biological survey area supports those steppingstone habitats that exist onsite link together the western Otay Mountain area with the Spring Canyon area along the U.S./Mexico border. This steppingstone habitat area would be important to maintaining or recolonizing the westernmost possible populations of burrowing owl and Quino checkerspot butterfly. This is particularly important given that State Route 125 now severs the previously continuous mesa top habitats of Otay Mesa north of Otay Mesa Road. Although Otay River has been considered the main east/west migration corridor in this area, maintaining a sequence of steppingstones in open mesa top habitat may be important for the continued survival or recolonization of various species. No impacts to wildlife corridors would result

Project implementation would result in approximately 4.29 acres of impacts on native grassland (Tier I), which is the primary vegetation community in the undeveloped land north of the proposed roadway widening. Approximately 2.20 acres would occur where habitat would be replaced by the widened road and storm water basins and 2.09 acres would result from direct impacts at staging areas and work areas, which would be revegetated in place as part of the

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project after work is complete. In addition, this habitat is assumed to be occupied by burrowing owl. According to the City of San Diego Biology Guidelines, impacts to Tiers I (rare uplands) would be considered significant and require to be mitigated either within or outside of the MHPA. If mitigated within the MHPA the ratio would be 1:1 and if mitigated outside of the MHPA that ratio would be 2:1. Therefore, mitigation for impacts of 4.29 acres to native grassland would require 4.29 acres if mitigation occurs inside an approved MHPA or 8.58 acres if mitigation occurs outside an approved MHPA.

Project implementation would result in approximately 1.33 acres of nonnative grassland, which is located in patches of the undeveloped land north of the proposed roadway widening. Approximately 0.30 acre would occur where habitat would be replaced by the widened road, and 1.03 acres would result from impacts due to staging and work areas along the alignment, which would be revegetated in place as part of the project after work is complete. In addition, this habitat is assumed to be occupied by burrowing owl. According to the City of San Diego Biology Guidelines, impacts to Tiers IIIB (common uplands) would be considered significant and require to be mitigated either within or outside of the MHPA. If mitigated within the MHPA the ratio would be 0.5:1 and if mitigated outside of the MHPA that ratio would be 1:1. Therefore, impacts of 1.33 acres to nonnative grassland would require mitigation of 0.67 acre if within the MHPA or 1.33 acre if outside the MHPA. Mitigation for the isolated staging areas would occur on the proposed mitigation parcel. This mitigation would be included in the final HRMP as part of the overarching program.

Project implementation would result in impacts on approximately 3.46 total acres of disturbed habitat. As determined through consultation with the City and Wildlife Agencies during the MHPA Boundary Line Adjustment Process, mitigation for impacts on 3.46 acres of burrowing owl occupied disturbed habitat would include compensatory burrowing owl habitat mitigation of 1.73 acres if mitigation occurs within the MHPA or 3.46 acres if mitigation occurs outside the MHPA. Mitigation for impacts on burrowing owl would be provided by incorporating appropriate burrowing owl nesting and foraging uses into the project's final habitat mitigation plan. As part of the final HRMP, mitigation for burrowing owls would be planned and designed in the upland areas that support the vernal pools, including foraging habitat and artificial burrow installation. Mitigation for impacts on burrowing owl would be provided by incorporating appropriate burrowing owl nesting and foraging uses into the project's final habitat mitigation plan.

Mitigation for the project's impacts to the upland communities (of native and nonnative grassland, and occupied disturbed habitat) is proposed to occur through on-site restoration and preservation of the adjacent parcel located west of La Media Road and north of the U.S.-Mexico border. A Conceptual HRMP has been prepared and would be finalized during the project's

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permitting phase that will identify all upland grassland mitigation locations. If the parcel is acquired for the on-site option and the wetland/vernal pool restoration is approved by the Regulatory Agencies, the mitigation for native and nonnative grassland will be included in the final HRMP, with upland grassland areas being restored as part of the vernal pool watershed restoration and management. If the on-site mitigation plan is not approved, then off-site acquisition of grassland mitigation would be required prior to Bid Opening/Bid Award, whichever is applicable.

The project was designed to minimize impacts to wetlands and other waters to the maximum extent practicable, including by the addition of retaining walls in two areas to avoid direct impacts on vernal pools. However, the project would result in impacts to 0.16 acre of wetlands, including approximately 0.10 acre of impacts from the proposed roadway widening and construction of the storm water basins, and approximately 0.06 acre of impacts in the work areas.

Approximately 0.04 acre of impacts on freshwater marsh would occur in the area of the storm water basin proposed north of the roadway alignment and east of the existing culvert; approximately 0.09 acre of direct impacts on freshwater seep would occur in the area of the storm water basin proposed north of the roadway alignment and east of the existing culvert; approximately 0.02 acre of impacts on mulefat would occur in the construction work area north of the existing culvert, and approximately 0.006 acre of impacts on unvegetated channel would occur in the area proposed for expansion of the culvert apron and the associated construction work area. Based on the amount and type of wetlands impacts, the project is anticipated to require a Clean Water Act Section 404 Nationwide Permit 14 (Linear Transportation Projects) from USACE, a Section 401 Water Quality Certification from RWQCB, and a Streambed Alteration Agreement from CDFW.

Due to the proximity of the several vernal pools to the existing road in an area that requires widening as part of the project, it is not possible to incorporate a standard vernal pool buffer and completely avoid indirect impacts on these pools. A significant impact on the functions and values of the vernal pools is not anticipated because the portion of the buffer that would be impacted is downslope from the vernal pool basins and outside of the respective watersheds. This downslope buffer area drains away from the pools and does not contribute significantly to the watershed for the vernal pool habitat. The upslope portion of the buffer that provides the input into the two vernal pools would be maintained in its existing condition.

The project does not have direct impacts on vernal pools, but would have a direct impact on vernal pool watersheds. For calculating these indirect impacts on vernal pools, any pools within 50 feet of the project impact area would be considered an impact. The pool's full acreage is

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included in the impact calculation, even if only a portion of the pool is within the 50-foot buffer. Eight pools are within or are intersected by the project's 50-foot buffer. The acreage of these pools totals 0.15 acre; therefore, the project is considered to result in 0.15 acre of vernal pool impacts. Indirect effects due to construction in the vicinity of pools would also be avoided during construction by implementing the mitigation measures identified within Section V of the MND.

The Conceptual HRMP identifies mitigation for the project's vernal pool impacts through vernal pool restoration within existing upland habitat on the mitigation parcel north of the project, and restoration and management of grasslands in the pools' watersheds. Pursuant to the Conceptual HRMP, vernal pool impacts would be mitigated at a 2:1 to 4:1 ratio. The City's Biology Guidelines state that mitigation for projects impacting vernal pools shall incorporate salvage of impacted material and introduction of that salvaged material into the mitigation area. Since no direct impact would occur to vernal pool basins, there would be no vernal pool resources to salvage prior to construction. With the exception of the Otay tarplant (see below), the limited upland watershed areas that will be impacted are entirely nonnative grassland species and do not have valuable material worth salvaging.

Otay tarplant was observed in the BSA and the project impact area, and is anticipated to be directly impacted by the project. The populations are distributed throughout the BSA in the native annual grassland on either side of the central drainage. One such grouping was observed within the permanent and temporary impact zone associated with storm water basins west of the drainage channel. Approximately five individuals were documented in the proposed impact zone; however, the actual population size may be greater given the survey timing and low rainfall year, and the project has the potential to have a direct impact on more than five individuals. Therefore, mitigation measures identified within Section V of the MND would be required.

Other special-status species not observed during project surveys but having potential to occur on-site due to presence of appropriate habitat include the MSCP-covered species San Diego thornmint, San Diego goldenstar, Orcutt's brodiaea, variegated dudleya, San Diego button-celery, willowy monardella, and Otay mesa mint, and the non-MSCP species long-spined spineflower, Coulter's saltbush, round-leaved filaree, Palmer's grappling hook, little mousetail, spreading navarretia, and California Orcutt grass. Mitigation for these species would be accounted for by the habitat-based mitigation for upland communities. General avoidance and minimization activities would ensure the project would not result in a significant impact.

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Four sensitive species were observed in or adjacent to the biological survey area: the MSCP-covered species San Diego fairy shrimp, northern harrier, and western burrowing owl, and the non-MSCP species San Diego black-tailed jackrabbit.

Although San Diego fairy shrimp were observed during protocol surveys of vernal pools, redesigning the project to avoid removal of or encroachment onto vernal pools has avoided direct impacts to San Diego fairy shrimp habitat. Indirect effects due to construction in the vicinity of the vernal pools would be reduced to below a level of significance with implementation of the vernal pool mitigation measures as identified within Section V of the MND.

Burrowing owls were detected during project surveys and are presumed to nest, breed, and forage in the project impact area. Protocol surveys for this species identified six out of 45 potential burrows as occupied at the time of surveys, with eight burrowing owl individuals observed. None of the occupied burrows had signs of juvenile burrowing owls. Adult burrowing owls that were recorded were perched at or near their burrow entrances. The protocol surveys did not identify any occupied burrows within the project impact area, but owl individuals were observed in the impact area and additional burrows may become occupied prior to construction. Potential impacts on burrowing owl include habitat removal, destruction of burrows, and modification of breeding behavior due to construction work in the vicinity of owl breeding. Impacts to this species outside of the MHPA must be avoided to the maximum extent practicable. However, due to the nature of the existing road alignment and the location of necessary improvements to make the project viable, it is not feasible to avoid all impacts on the burrowing owl. Pursuant to the MSCP conditions for coverage, any impacted individuals must be relocated out of the impact area using passive or active methodologies approved by the Wildlife Agencies. Accordingly, mitigation measures have been incorporated that would ensure the project would not result in a significant impact on burrowing owls.

If construction activity is to take place during the breeding season (i.e., February through September), protocol surveys for nesting bird species must be conducted within the proposed impact area 10 days prior to construction. This survey is necessary to assure avoidance of impacts to avoid any direct impacts to raptors and/or any native/migratory birds. Accordingly, mitigation measures have been incorporated that would ensure the project would not result in a significant impact.

Portions of the project site and adjoining areas are suitable for on-site mitigation for sensitive natural communities, jurisdictional waters, and special-status species. In particular, the parcel immediately west of La Media Road and north of the U.S.-Mexico border (Assessor's Parcel Number 667-060-28) supports existing degraded native grassland, mulefat scrub, freshwater

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marsh, freshwater seep, and vernal pool habitat. This proposed on-site mitigation parcel also supports appropriate habitat for the special-status species that require mitigation for project impacts: Otay tarplant, burrowing owl, and San Diego fairy shrimp. Mitigation for impacts to sensitive natural communities, jurisdictional waters, and special-status species could be provided on this parcel through a combination of in-kind habitat preservation, in-kind habitat and special- status species restoration and enhancement, and out-of kind habitat restoration. A Conceptual HRMP dated December 2014 has been prepared for this site.

As previously mentioned, the project is not currently in or adjacent to the MHPA. However, if the City acquires the proposed mitigation parcel, it would be added to the MHPA subsequent to completion of the construction because of the parcel’s high potential for habitat and sensitive species preservation, enhancement, and restoration. Therefore, a Boundary Line Adjustment (BLA) would be required. Once added to the MHPA, “edge effects” could result because of the potential introduction of drainage, toxics, lighting, invasives, and barriers that can indirectly affect adjacent habitat and wildlife species. Indirect impacts to the MHPA would be considered significant, but mitigated with application of the MHPA Land Use Adjacency Guidelines (LUAG) as outlined in the City’s (MSCP) Subarea Plan. Compliance with the MHPA LUAG would reduce impacts to below a level of significance. Refer to Section X.c., Land Use & Planning for further details.

A Mitigation Monitoring Reporting Program (MMRP), as detailed within Section V of the Mitigated Negative Declaration (MND) would be implemented to reduce impacts related to biological resources to below a level of significance.

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| <p>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?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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See the response to IV(a) above.

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| <p>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?</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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See the response to IV(a) above.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

With respect to wildlife corridors, the biological survey area spans a swath of grassland and riparian habitat across the south-central portion of Otay Mesa. This area is constrained by encroaching industrial complexes and parking or storage lots. However, despite the patchwork nature of surrounding developments, the biological survey area supports the steppingstone habitats that link together the western Otay Mountain area with the Spring Canyon area along the U.S./Mexico border. This steppingstone habitat area could be important to maintaining or recolonizing the westernmost possible populations of burrowing owl and Quino checkerspot butterfly. This is particularly important given that State Route 125 now severs the previously continuous mesa top habitats of Otay Mesa north of Otay Mesa Road. Although Otay River has been considered the main east/west migration corridor in this area, maintaining a sequence of steppingstones in open mesa top habitat may be important for the continued survival or recolonization of various species. No impacts to wildlife corridors would result. Thus, wildlife corridor impacts would be less than significant.

e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not conflict with any local policies and/or ordinances protecting biological resources. No impact would result.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project site lies within the boundaries of the City San Diego MSCP Subarea Plan. As a part of the MSCP plan, MHPA areas are designated to preserve sensitive habitats, plants, and wildlife that are vital to sustain the unique biodiversity of the San Diego region. The City's MHPA is not mapped either on or adjacent to the project site.

The project study area lies within the southern area of the City of San Diego's MSCP Subarea Plan. The project is not currently in or adjacent to the MHPA. However, if the City acquires the proposed mitigation parcel, it would be added to the MHPA subsequent to completion of the construction because of the parcel's high potential for habitat and sensitive species preservation, enhancement, and restoration. Therefore, a Boundary Line Adjustment (BLA) would be

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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required and concurrence from the Wildlife Agencies to adjust the MHPA boundary to include the mitigation parcel (if acquired) into the MHPA was obtained on December 19, 2014.

Therefore due to the presence of the MHPA, the project would be required to comply with the MHPA Land Use Adjacent Guidelines (Section 1.4.3) of the City’s MSCP Subarea Plan in order to ensure that the project would not result in any indirect impacts to the MHPA. Per the MSCP, potential indirect effects from drainage, toxics, lighting, noise, barriers, invasives, and brush management from project construction and operation must not adversely affect the MHPA. Refer to Land Use Section X(c) for further details.

The project as designed would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Impacts would not result.

V. CULTURAL RESOURCES – Would the project:

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

HISTORICAL RESOURCES

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

In 2013, AECOM completed a field and archival investigation (record search) of the Otay Mesa Truck Route Phase 4 project. Four archeological sites were identified within the archaeological survey area: CA-SDI-7208, -12257, -12258, and -12259. The purpose of the testing program was to determine the effects of the project on potentially significant cultural resources located within the project area of potential effect (APE). The goal of the testing program was to determine if portions of CA-SDI-7208, -12257, -12258, and -12259 within the APE are significant cultural

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
resources under the California Environmental Quality Act (CEQA) guidelines.				

CA-SDI-7208

The pedestrian survey for the proposed undertaking failed to identify any surface artifacts at CA-SDI-7208 within the archaeological survey area. The portion of the site located in the archaeological survey area is within plowed agricultural fields covered by dense ground vegetation that limited visibility. Regardless, many cobbles were identified and examined, but none had any indication of being culturally used or modified.

CA-SDI-12257

CA-SDI-12257, originally recorded as a low-density lithic scatter, was not relocated during the pedestrian survey for the proposed undertaking. It appears to have been destroyed during construction of the surrounding warehouse and processing complex, and U.S./Mexico border improvements. Ground visibility in areas with open ground was good, with approximately 75 to 90 percent visibility, as vegetation was limited to short seasonal grasses; however, these areas appear to have been graded and filled.

CA-SDI-12258

The pedestrian survey for the proposed undertaking relocated CA-SDI-12258, a low-density lithic scatter; however, very few identifiable surface artifacts were observed. Cultural materials observed included approximately three fragments of debitage and one core, all composed of a fine green metavolcanic material. Ground visibility was medium, with approximately 45 to 70 percent visibility due to a thick cover of short, seasonal grasses. It is possible that the site has been significantly altered or impacted through the development of the U.S. border fence and the Otay Truck Route along La Media Road. The site appears to have been graded, but no evidence of the tractor-trailer parking and repair areas noted in 1992 was observed.

CA-SDI-12259

CA-SDI-12259 was relocated and updated during the current pedestrian survey for the proposed undertaking. The survey focused on the Otay Truck Route footprint and identified 13 lithic artifacts: five fragments of debitage and eight lithic tools in the drainage area. On the west side of the site, two flakes, one flake tool, and one fragment of fire-affected rock were observed. All artifacts were composed of fine-grained aphanitic metavolcanic material. Several fragments of debitage, several cores, and one mano were observed north of the previously established site boundary along the west side of a north/south-trending access trail. Ground visibility ranged within the site and surrounding areas from low (5 to 25 percent) along the eastern and central portions due to riparian vegetation and seasonal grasses, to higher visibility (75 to 90 percent) along the western portions as

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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vegetation was limited to short, seasonal grasses. Impacts to the site stem from pedestrian and vehicular traffic along localized off-highway vehicle trails and from U.S./Mexico border and drainage improvements.

OTrSLW-S-1

OTrSLW-S-1 is a foundation measuring 210 feet east-west by 145 feet north-south and consisting of parallel sets of curbs that measure approximately 8 inches tall by 6 inches wide and running east-west along the entire length of the foundation. Each curb set is approximately 7 feet away (north-south) from its neighboring set. The concrete is composed primarily of fine-grained mortar, and each curb contains iron fittings/fasteners on the top. The fasteners are present at regular spaced intervals along the length of each curb, and may have been installed as a means of structural support for the former building. The foundation, and appears to be associated with a farming or agricultural complex located to the north and, based on historic aerials, was built between 1964 and 1968 (Historic Aerials 2013). The foundation is located within the staging area for the proposed project. The entire area appears to have been graded and 13 possibly filled (Cook and Palette 1994) with impacts stemming from vegetation overgrowth and litter from traffic along La Media Road.

Significance

CA-SDI-7208 was originally recorded as a large site exemplifying the widespread, low-density lithic scatter characterizing the Otay Mesa. Several portions of the site have been evaluated for significance and, in all cases, the site has been recommended as not eligible for listing in the National Registrar of Historic Places (NRHP) or California Registrar of Historic Places (CRHR). One previous testing effort occurred in the portion of CA-SDI-7208 that is within the current Otay Truck Route project footprint. Thirteen shovel test pits (STPs) and two 1- by 1-m units yielded no subsurface artifacts. CA-SDI-7208 has been determined ineligible for listing in the NRHP and does not meet the criteria for inclusion in the CRHR. As such, it is also recommended not eligible to the CRHR and not a historical resource under CEQA.

CA-SDI-12257 was previously evaluated with negative results for subsurface deposits. It has been determined ineligible for listing on the NRHP and does not meet the criteria for inclusion in the CRHR. As such, it is also recommended not eligible to the CRHR and not a historical resource under CEQA.

CA-SDI-12258 was evaluated with negative results for subsurface deposits, and has been determined as not eligible for listing on the NRHP and does not meet the criteria for inclusion in the CRHR. As such, it is also recommended not eligible to the CRHR and not a historical resource under CEQA.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Several eligibility evaluations for CA-SDI-12259 have occurred (BFMA 1998; Doolittle et al. 1998), and the site has been determined as not eligible for listing on the NRHP and does not meet the criteria for inclusion in the CRHR. As such, it is also recommended not eligible to the CRHR and not a historical resource under CEQA.

OTRSLW-S-1 does not qualify under CRHR Criteria 1, 2, or 3. Based on the results of the current survey, the concrete rows are remnants of typical farming or agricultural infrastructure dating from the 1960s and lack clear or significant associations with important events or people. The rows do not possess high artistic value nor represent the work of a distinctive method of construction. The data content of the foundation is limited and without significant associations, so it does not qualify under Criterion 4. Therefore, this site is recommended not eligible for the CRHR.

Based on previous NRHP eligibility determinations and the results of the current survey, subsurface historical resources would not be affected, and no further archaeological cultural resources work is recommended.

BUILT ENVIRONMENT

The City of San Diego criteria for determination of historic significance, pursuant to the CEQA, is evaluated based upon age (over 45 years), location, context, association with an important event, uniqueness, or structural integrity of the building. In addition, projects requiring the demolition of structures that are 45 years or older are also reviewed for historic significance in compliance with CEQA. CEQA Section 21084.1 states that "A project that may cause a substantial adverse change in the significance of a historical resource is a project that may cause a significant effect on the environment."

No such structures exist on the project site and therefore no impacts would result.

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| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Refer to response V(a), above.

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| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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According to the Geotechnical Investigation (Allied Geotechnical Engineers, Inc., September 27, 2012), the project area is underlain by Quaternary Alluvium and Otay Formation. The Otay

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Formation has a high potential for paleontological resources. Quaternary Alluvium has a low potential for paleontological resources.				

Per the City of San Diego’s Significance Determination Thresholds, projects that involve more than 1,000 cubic yards of excavation and depths over 10 feet within a formation with a high sensitivity are considered to have a potentially significant impact to paleontological resources and would therefore require mitigation. Impacts to formations with a low paleontological sensitivity do not require mitigation per the City of San Diego Significance Determination Thresholds.

Based on the plans, grading estimates show the project would require approximately 28,500 cubic yards of excavation at a depth of 5.5 feet, with 3,200 cubic yards of fill, resulting in 25,300 cubic yards export. While the project would involve earthwork within previously undisturbed areas, and would excavate more than 1,000 cubic yards, the depth of excavation would only be 5.5 feet or less, and would not exceed the City’s Significance Determination Threshold; therefore monitoring would not be report. No impact would result.

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

No Impact: No cemeteries, formal or informal, have been identified on site or within the project vicinity. Refer to response V(a) and V(b), above. Therefore, no impacts would occur.

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.

A geotechnical report (Allied Geotechnical, 2012) was prepared for the project. The project area is located in a seismically active region of California, and therefore, the potential exists for geologic hazards such as earthquakes and ground failure to occur. A review of geologic literature indicates that the project is not located in an Alquist-Priolo Earthquake Zone, and there are no known active, potentially active, or inactive faults across or near the site. The nearest known active fault to the site is the Rose Canyon Fault, located approximately 8.6 miles northwest of the site. An active fault is defined by the California Geologic Survey (CGS) as a

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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fault showing evidence for activity within the last 11,000 years. The CGS has included portions of the Rose Canyon Fault within a State of California Earthquake Fault Zone. This site is not located within such a zone, and therefore, impacts due to earthquake fault rupture are not indicated. Impacts from geologic hazards would be less than significant.

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| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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The site would be affected by seismic activity as a result of earthquakes on major active faults located throughout the Southern California area. However, seismic design in accordance with the California Building Code would reduce potential impacts due to ground shaking to an acceptable level of risk and therefore, no impacts are indicated. Impacts from geologic hazards would be less than significant.

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| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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The project site is not located astride or near any known active or potentially active faults. Therefore, the potential for fault ground rupture at the site is considered insignificant (Allied Geotechnical, 2012). Liquefaction occurs when loose, unconsolidated, water-laden soils are subject to shaking, causing the soils to lose cohesion. Implementation of the project would not result in an increase in the potential for seismic-related ground failure, including liquefaction, to occur. Impacts from geologic hazards would be less than significant.

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| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Per the geotechnical investigation (Allied Geotechnical, 2012), the project is not located on or below any known (mapped) landslides. No impact would result.

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| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Currently, there are hillsides along the existing dirt road between La Media Road and Britannia Boulevard that have potential for erosion. The project would include retaining walls and slope grading at a maximum of 2:1 in the area with erosion potential. The project also would include BMPs, including landscaping and a storm drain system to reduce erosion. Impacts would be less than significant.

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| 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"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Refer to Response VI(a), above. Unstable slopes exist on-site. The project would be constructed consistent with proper engineering design, in accordance with the California Building Code. Utilization of appropriate engineering design measures and standard construction practices, to be verified at the building permit stage, would ensure that potential for impacts from geologic hazards would be less than significant. Therefore, impacts related to unstable soils are considered less than significant.

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| 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"/> |
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Refer to Response VI(a), above. While the majority of the underlying soils have a “high” expansion potential (Allied Geotechnical, 2012), standard soils preparation in accordance with the City standards would ensure this potential impact would be less than significant.

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| 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"/> |
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The project site is located within an area that is already developed with existing infrastructure (i.e., water and sewer lines) and does not propose any septic systems. In addition, the project as proposed does not require the construction of any new facilities as it relates to wastewater. No impacts would occur.

VII. GREENHOUSE GAS EMISSIONS – Would the project:

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| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Increases in concentrations of Greenhouse Gases (GHGs) generated by human activities have the potential to result in global climate change impacts. GHGs include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Common activities that generate GHGs include vehicular travel, electricity use, natural gas use, water use, and waste generation. Various regulations and policies have been adopted globally, federally, and on a state level to address GHG and associated climate change impacts.

Currently the City does not have adopted thresholds of significance for GHG emissions and therefore is utilizing the California Air Pollution Control Officers Association (CAPCOA) report

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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“CEQA & Climate Change” dated January 2008 as an interim-screening threshold to determine whether a GHG analysis would be required. A 900 metric ton (MT) screening threshold for determining when an air quality analysis is required was chosen based on available guidance from the CAPCOA white paper; the CAPCOA report references a 900 MT guideline as a conservative threshold for requiring further analysis and mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use, and other factors associated with projects. CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG’s annually, refer to Table below. Additionally, the Association of Environmental Professionals (AEP) have recommended that total construction GHG emissions resulting from a project be amortized over 30 years and added to the operational GHG emissions.

Project Types* that require a GHG Analysis and Mitigation

PROJECT TYPE	PROJECT SIZE THAT GENERATES APPROXIMATELY 900 METRIC TONS OF GHGS PER YEAR
Single Family Residential	50 Units
Apartments/Condominiums	70 Units
General Commercial Office Space	35,000 square feet
Retail Space	11,000 square feet
Supermarket/Grocery Space	6,300 square feet

*For project types that do not fit the categories in this table, a determination on the need for a GHG analysis is made on a case-by-case basis, based on the whether the project could generate 900 metric tons of more of GHGs.

Although these interim thresholds are being utilized, nonetheless, a good faith effort has been made to evaluate whether GHG impacts from the project are potentially significant, taking into account the type and location of the proposed development, the best available scientific data regarding GHG emissions, and the current statewide goals and strategies for reduction of GHG emissions. It is important to note that the San Diego Air Pollution Control District has not provided any guidance on the quantification of GHG emissions or emissions thresholds.

Based on the screening thresholds, the project was required to prepare a GHG analysis in order to determine what, if any, cumulative impacts would result through project implementation. A GHG Emissions Analysis Report for the Via de la Valle Project was completed by RECON (2012). The results and conclusions of the technical report are summarized below.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The existing project area does not include any land uses, nor does it generate traffic trips. Landscaping associated with the existing roadway is not irrigated and street lighting utilizes minimal electricity. A traffic impact analysis was prepared for the project to determine any traffic-related impacts. As previously mentioned, although vehicles utilize the roadway, the roadway does not generate the vehicle trips directly. Therefore there would be no net increase in vehicle emissions due to the project. With implementation of state wide mandated regulations aimed at reducing GHG emissions, it is assumed that vehicles in the horizon year would benefit and associated vehicle emissions would accordingly decrease.

The construction of the project would generate GHGs through hauling of demolition waste and vegetation removed during grading (approximately 9,825 tons), import of fill (69,500 cy), construction equipment, and employee travel. The project operation would generate negligible GHG emissions through water use associated with irrigating landscaping. Amortized over 30 years, project construction would result in a net increase of 24 MTCO₂E over baseline, near-term, and horizon year conditions.

In summary, it was determined that there would be no net increase in vehicle emissions due to the project and operational would generate negligible emissions. The project would generate approximately 24 MTCO₂E, which is below the screening criteria and no further analysis was required. The project is below the 900 metric ton screening criteria established by CAPCOA, and potential impacts from greenhouse gas emissions are considered less than significant. No mitigation measures are required.

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

The project would not conflict with an applicable plan, policy, or regulation for the purpose of reducing GHG emissions.

Most regulatory plans and policies aim to reduce federal, state, and local GHG emissions by primarily targeting the largest emitters of GHGs: the transportation and energy sectors. Plan goals and regulatory standards are thus largely focused on the automobile industry and public utilities, and are not applicable to land development projects.

The City of San Diego General Plan (2008) includes several climate change-related policies aimed at reducing GHG emissions from future development. Table CE-1 of the General Plan summarizes the issues related to climate change and the General Plan policies to address these issues (refer to the GHG Emissions Analysis Report). Many of the policies apply to public policy decision-making and building construction as opposed to roadway widening. Therefore, the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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proposed project would not conflict with these policies.

The GHG Emissions Analysis Report includes a discussion of the policies that are applicable to the project and the project’s consistency with those policies. Below is a summary of that analysis.

Conservation Element Policies Project Consistency

The General Plan’s Conservation Element reflects key goals contained in many other City and regional plans and programs and would help guide their future updates. The Conservation Element ties various natural resource-based plans and programs together using a village strategy of growth and development. It contains policies for sustainable development, preservation of open space and wildlife, management of resources, and other initiatives to protect the public health, safety, and welfare.

Policies, which address local greenhouse gas mitigation strategies in San Diego, are integrated within the General Plan. Together, this collection of policies support and promote the adopted recommendations outlined in the City’s Climate Protection Action Plan (describe in further detail below). The City is continuing to investigate additional steps that can be taken to help reduce greenhouse gas emissions, identify adaptation goals, and curb the impact of climate change at the local level.

As previously discussed, the project would not result in an increase in traffic on area roadways; therefore, the project would not result in an increase in vehicles miles traveled (VMT). Vehicles would benefit from the new regulations for the transportation sector and associated vehicle emissions would accordingly decrease. The project would not result in a change of land use that would be a source of GHG emissions. There would be no new permanent source of energy or water use, or operational solid waste. Landscaping irrigation and street lighting would be minimal. Therefore, the project would not conflict with the Conservation Element Policies

San Diego Sustainable Community Program

In 2002, the City Council adopted the San Diego Sustainable Community Program. This program established the partnership with the Cities for Climate Protection (CCP) Campaign, which is a program administered by the International Council for Local Environmental Initiatives. To date, more than 800 local governments worldwide participate in the campaign, including 30 cities and counties located in California. The campaign is based on a performance framework structured around five milestones that local governments commit to undertake. Local governments identify the source of greenhouse gas emissions, calculate the volume contributed from energy use, transportation, and waste management, and then develop an action plan to reduce those emissions. The Sustainable Community Program also established

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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San Diego’s Greenhouse Gas reduction goal of 15 percent below 1990 levels by the year 2010.

City of San Diego Climate Protection Action Plan

The City has a Climate Protection Action Plan that addresses both the greenhouse gas emissions from the community (residential, commercial and industrial sectors) and the greenhouse gas emissions specifically from the operations provided by City government. Each category is broken down into the three major sources: Energy, Waste, and Transportation. It tracks greenhouse gas emissions using a standardized computer software program, and the comparison between 1990 and 2004 reveal an interesting trend. The City organization has continued to reduce its share of greenhouse gas emissions through fuel efficiency, energy conservation, and the use of renewable energy, and the use of methane gas (biogas) to generate electricity.

In conclusion, the project would not conflict with any plans, policies, or regulations aimed at reducing energy demand and reducing GHG emissions from operational sources. The project would not conflict with General Plan policies related to climate change. Impacts would be less than significant and no mitigation measures are required.

VIII. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

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

The project does not propose any use that would involve the routine transport, use, or disposal of hazardous materials. Additionally, the project would be required to comply with all federal, state and local requirements associated with hazardous materials; therefore, impacts would be less than significant, and no mitigation is required.

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

The project does not propose any use that would necessitate the routine transport, use, or disposal of hazardous materials; therefore, no impacts associated with reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment would occur. Furthermore, the project would be required to comply with all federal, state and local requirements associated hazardous materials. Therefore, no significant impacts related to this issue were identified and no mitigation measures are required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Refer to VIII(a) and VIII(b), above. The site is not located within 0.25 mile of an existing or proposed school. No significant impacts would occur and no mitigation measures are required.

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Refer to VIII(a). A hazardous waste site record search was completed in November 2014, using Geotracker and Envirostor, online databases of hazardous site records maintained by the California State Water Resources Control Board. No sites in the immediate project vicinity came up during the record search. As such, no impact related to an identified hazardous materials site is expected to occur with project implementation. Mitigation measures are not required.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The Otay Truck Route Phase IV project is located within the Brown Field Municipal Airport Land Use Compatibility Plan (BFMALCP) area, and is not within the overflight compatibility zone, or the overflight notification zone. The project is within the Review Area 2 for Airport Influence. Limits on the heights of structures, particularly in areas of high terrain, are the only restrictions in this zone.

The Otay Truck Route is also less than 2 miles north of Tijuana's General Abelardo L. Rodríguez International Airport, but there is no known airport land use compatibility plan encompassing the project area for that airport.

California Vehicle Code Section 35250 states that the maximum height of a vehicle's is 14 feet, but that double-decker buses can be 14.3 feet. Trucks are an allowed use on City streets, and the lighting along the border fence is taller than 14 feet. No residences are part of this project, or are

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
in the project area, so the Otay Truck Route in operation will not present a significant safety hazard to people residing or working in the project area.				

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 checked="" type="checkbox"/>
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The site is not in proximity to any private airstrip. No impact would result.

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"/>
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The project would not interfere with the implementation of or physically interfere with an adopted emergency response plan or evacuation plan. In addition to the lanes dedicated to laden and unladen truck traffic, the Otay Truck Route will provide a separate traffic lane for border patrol and emergency vehicle access. Once the project is complete, the access and traffic flow in the area would be improved. No impacts would result.

h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
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This road widening and extension project would not expose persons or structures to significant risk of loss, injury or death involving wildland fires. No impacts would result.

IX. HYDROLOGY AND WATER QUALITY - Would the project:

a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
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A Water Quality Technical Report (WQTR) was prepared by AECOM (April 2014) for the project. Construction and operation of the project would potentially result in the release of sediment/turbidity, metals, soil stabilization residues, oil and grease, organic compounds, trash and debris, nutrients, oxygen-demanding substances (including solvents), and pesticides into runoff from the project site. The project would not directly discharge runoff into a 303(d) listed water body.

The project would comply with the City's Stormwater Management and Discharge Control Ordinance (Municipal Code Chapter 4, Article 3, Division 3), Storm Water Runoff and Drainage

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>Regulations (Land Development Code §142.02 et al.), and other applicable storm water quality standards during and after construction, and appropriate BMPs identified in the approved WQTR shall be employed. As required, the Stormwater Pollution Prevention Plan would identify construction-related BMPs. The WQTR identifies source control, LID and treatment control BMPs, as summarized in the project description.</p>				

The project would comply with all storm water quality standards during and after construction and appropriate Best Management Practices (BMPs) must be utilized. Implementation of these BMPs would preclude any violations of existing standards and discharge regulations. Impacts would be less than significant.

<p>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)?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project site does not require the construction of wells, and the use of groundwater would not be required. In addition, the project is not anticipated to affect groundwater recharge. No impact would result.

<p>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?</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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A Hydrology and Drainage Report was prepared by AECOM (2014) for the project. The western portion of the project area currently sheet flows to a six 6-foot by 6-foot box culvert where it flows under the proposed road and into Mexico. The eastern portion of the project area currently sheet flows to a concrete U-ditch along the south side of the existing roadway, into three 30-inch diameter reinforced concrete pipes (RCPs), which convey the flows under the proposed roadway to a 60-inch diameter RCP, continues to flow north to an open channel system and then to a system of detention basins. The runoff outlets from the detention basins to a natural channel that flows to the six 6-foot by 6-foot culverts crossing the border. The project would also collect runoff in modernized drainage systems and attenuated through bioretention basins, and the drainage patterns would remain the same. The project drainage system has been designed to control flows and associated velocities to prevent erosion and impacts to the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
downstream conveyance system.				

The project would implement BMPs, as identified in the City of San Diego Storm Water Standards, that are intended to maintain or reduce increases in peak flow velocities from the project site. With implementation of the proposed BMPs and adherence to City storm water requirements, no adverse impacts to the downstream conveyance system are anticipated. Impacts would be less than significant.

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| 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 checked="" type="checkbox"/> | <input type="checkbox"/> |
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Less than Significant Impact. See Response to IX(c), above. Impacts would be less than significant, and no mitigation measures are required.

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| e) Create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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The project would be in compliance with all City storm water quality standards during and after construction. Appropriate BMPs would be implemented to ensure that water quality is not degraded; therefore ensuring that project runoff is directed to appropriate drainage systems. The project includes water treatment measures that do not exist, so the project is expected to improve runoff water quality. The project includes the necessary storm drain system improvements to accommodate any increased flows from the project site. Impacts would be less than significant.

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| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Refer to IX(a). The project would be required to comply with all City storm water quality standards during and after construction. Appropriate BMPs would be implemented to ensure that the development does not significantly impact water quality. The project includes water treatment measures that do not exist, so the project is expected to improve runoff water quality. Impacts would be less than significant.

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| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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flood hazard delineation map?

The project does not propose construction of housing. Furthermore, the project is outside the 100-year Flood Hazard Zone. No impact would occur.

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| h) Place within a 100-year flood hazard area, structures that would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project is located outside of the 100- and 500-year flood plains. No impact would result.

X. LAND USE AND PLANNING – Would the project:

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| a) Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project would not physically divide an established community. The truck route is identified within the Otay Mesa Community Plan; furthermore, the project would maintain existing access points and add a new one at Britannia Boulevard. No impacts would result.

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| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Otay Mesa Community Plan Update

The Otay Mesa Community Plan Update (OMCPU) identifies the Otay Truck Route border road as a truck route extending from Britannia Boulevard to eastward to the Otay Mesa Port of Entry. The OMCPU calls for the Otay Truck Route to be expanded so that Laden trucks will access the route at Britannia Boulevard and unladen trucks will access the route at La Media Road. The OMCPU also includes the development of the border truck route as a policy and recommendation.

2050 Regional Transportation Plan 2050 - SANDAG

SANDAG's Regional Transportation Plan 2050 (RTP2050) calls for the Otay Truck Route to be widened one lane between Drucker Lane and La Media Road, for one lane for trucks one lane for emergency vehicles to be built between La Media Road and Britannia Boulevard, and for one lane to be added to Britannia Boulevard between Britannia Court and the Otay Truck Route.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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San Diego General Plan

The Otay Truck Route Phase IV is consistent with the following plan objectives:

- Implement measures to minimize the impacts of truck traffic, deliveries, and staging in residential and mixed-use neighborhoods.
- Support efforts that facilitate the efficient movement of goods across the U.S.-Mexico Border (see also Economic Prosperity Element, Section J).
- Support trade-related activities along the border, such as warehousing, distribution, manufacturing, assembly, production sharing, and transportation-related facilities.

As such, the project would be consistent with the General and Community plans land use designations. No impacts would result.

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

As previously identified, the project site lays within the boundaries of the City San Diego Multiple Species Conservation Plan (MSCP) Subarea Plan. The City’s Multi-Habitat Planning Area (MHPA) is not mapped onsite. MHPA Lands are those that have been included within the City’s MSCP Subarea Plan for habitat conservation. These lands have been determined to provide the necessary habitat quality, quantity, and connectivity to sustain the unique biodiversity of the San Diego region. A field survey and a biological technical report was prepared by AECOM (March 2015) in order to assess the vegetation communities on site and determine what impacts would result through project implementation. The project would result in direct impacts to sensitive vegetation through project grading and would require mitigation. Refer to Section IV.a., Biological Resources discussion for further details.

The project study area lies within the southern area of the City of San Diego’s MSCP Subarea Plan. The project is not currently in or adjacent to the MHPA. However, if the City acquires the proposed mitigation parcel, the parcel would be added to the MHPA subsequent to completion of the construction because of the parcel’s high potential for habitat and sensitive species preservation, enhancement, and restoration. Therefore, a Boundary Line Adjustment (BLA) would be required and concurrence from the Wildlife Agencies to adjust the MHPA boundary to include the mitigation parcel (if acquired) into the MHPA was obtained on December 19, 2014.

Due to the proposed presence of the MHPA, “edge effects” could result because of the potential introduction of drainage, toxics, lighting, barriers, invasive species, and grading that can indirectly affect adjacent habitat and wildlife species. If the mitigation parcel is acquired,

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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indirect impacts to the MHPA would be considered significant, but mitigated through compliance with the MHPA Land Use Adjacency Guidelines (LUAG) as outlined in the City's MSCP Subarea Plan (Section 1.4.3). Therefore, in order to ensure that the project would not result in any indirect impacts, the project would be required to comply with the MHPA LUAG for the mitigation parcel once, if acquired.

More specifically, drainage would be directed away from the MHPA, and/or would not drain directly into these areas. Light would be directed away from the MHPA and be consistent with the City's lighting regulations which would ensure lighting from the street to be low-level lights and directed away from native habitat or shielded to minimize light pollution. Landscape plantings would consist of only native plant species. In addition, no staging/storage area would be allowed to be located within or adjacent to sensitive biological areas and no equipment maintenance would be permitted. With respect to grading, the limits of grading would be clearly demarcated by the biological monitor to ensure no impacts occur outside those area delineated. Additionally, the project would provide fencing and/or barriers to protect the mitigation site from illegal activities but does not anticipate these barriers that would affect the normal functioning of wildlife movements in the adjacent MHPA.

A MMRP, as detailed within Section V of the MND would be implemented to reduce impacts related to Land Use (MSCP) to below a level of significance.

XI. MINERAL RESOURCES – Would the project?

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

There are no known mineral resources located on the project site. There are no known resources located on the project site per the California Geological Survey - Division of Mines and Geology File Report 96-04. Regardless, the site is not suitable for mining operations and is located adjacent to the international border fence, and the existing disintegrated granite road. Therefore, no impacts were identified, and no mitigation measures are required.

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

Refer to XI(a), above. The project area has not been delineated on a local general plan, specific plan, or other land use plan as a locally important mineral resource recovery site, and no such resources would be affected with project implementation. Therefore, no impacts were

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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identified, and no mitigation measures are required.

XII. NOISE – Would the project result in:

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| a) Exposure of persons to, or generation of, noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Noise is defined as any sound that is undesirable or interferes with normal hearing processes. Projects are reviewed for noise generation, which could impact adjacent sensitive receptors and noise exposure from existing sources. All residential (single and multi-dwelling), schools, libraries, hospitals, daycare, convalescent homes, hotels, motels, and parks are uses that are considered sensitive receptors. A noise study was prepared by AECOM (dated October 2014), of which is summarized below.

CONSTRUCTION NOISE

Roadway construction would generate noise. Noise associated with the demolition, grading, and paving for the project could potentially result in short-term impacts to adjacent properties. A variety of noise-generating equipment would be used during the construction phase of the project such as scrapers, bulldozers, heavy trucks, backhoes, pneumatic tools, and concrete pumps, along with others. The City of San Diego Noise Ordinance noise limit for construction activities is 75 dB(A) L_{eq} (A-weighted decibels equivalent noise level) averaged over a 12-hour period. The nearest residential property is located approximately 1,600 feet north of the project site (between Britannia Boulevard and La Media Road. Assuming a worst-case scenario with respect to construction noise, 90 dB L_{max} at 50 feet, and a noise reduction of 6 dB per doubling of the distance, project-related construction noise at the single dwelling residence would be approximately 6 dB L_{max} (or L_{eq}) from the project site. Construction noise levels are not projected to exceed 75 dB(A) L_{eq} at the affected residence. Therefore, construction noise levels are projected to be within City standards and impacts are less than significant.

VEHICULAR NOISE

The project itself would not generate an increase in traffic; however, the redistribution of the trucks and the additional lanes could potentially result in a noise impact. Existing noise levels were modeled utilizing the Federal Highway Administration Highway Noise Prediction Model which reference noise factors for automobiles, medium trucks, and heavy trucks, with consideration given to vehicle volume, speed, day/night distribution of traffic the existing traffic volumes, the existing roadway configuration, and ground attenuation factors. Based on the analysis, future traffic noise would not be expected to exceed 65 dB, therefore, project noise levels would result in a less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

As described in Response to XII(a) above, potential effects from construction noise would be reduced through compliance with City restrictions. Pile driving activities that would potentially result in ground borne vibration or ground borne noise are not anticipated. As such, the project would not result in the exposure of persons to excessive ground borne vibration or noise. No impact would result.

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 checked="" type="checkbox"/>	<input type="checkbox"/>
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As discussed above in Section XII(a), the project's contribution to the ambient noise environment is not expected to result in impacts to any sensitive receptors in the project vicinity. Furthermore, the project in of itself does not generate trips and therefore would not contribute to a substantial permanent increase in ambient noise levels is anticipated. Impacts would be less than significant, and no mitigation measures are required.

d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Construction noise associated with the project would fluctuate depending on the particular type, number, and duration of uses of various pieces of construction equipment. Construction activities associated with the project would include demolition, excavation, grading, earth movement, and paving.

Construction would not expose people to a substantial increase in temporary or periodic ambient noise levels. Construction noise would result, but would be temporary in nature. Construction-related noise impacts from the project would generally be higher than existing ambient noise levels in the project area, but would no longer occur once construction is completed. In addition, the project would be required to comply with the San Diego Municipal Code, Article 9.5, Noise Abatement and Control. Furthermore, as discussed in Response to XII (a) above, construction noise levels are not projected to exceed 75 dB(A) L_{eq} . Therefore, construction noise levels are projected to be within City standards and impacts are less than significant.

e) For a project located within an airport land use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

The project does not propose construction of any habitable structures and therefore would not expose people residing or working in the areas to excessive noise levels. No impacts would result.

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| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project does not propose construction of any habitable structures and therefore would not expose people residing or working in the areas to excessive noise levels. No impacts would result.

XIII. POPULATION AND HOUSING – Would the project:

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| 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)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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The project would widen and extend an existing roadway of which would not create new access to an undeveloped area and does not include development of new housing. The widening is proposed to meet the existing and anticipated future needs of the community. No impact would result.

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| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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There is no housing associated with the project; nor would housing be removed by the project. No impacts would occur.

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| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Refer to Response to XIII(b), above.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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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 adversely affect existing levels of fire protection services to the area, and would not require the construction of new or expansion of existing governmental facilities. Impacts related to fire protection would be less than significant, and no mitigation measures are required.

ii) Police Protection

The project would not adversely affect existing levels of police protection services or create significant new demand, and would not require the construction of new or expansion of existing governmental facilities. As such, impacts related to police protection would be less than significant, and no mitigation measures are required.

iii) Schools

The widening and extension of the Otay Truck Route would not result in an increased demand for schools. There are no educational facilities located near the project. No physical impacts to school facilities would occur as a result of project implementation. Therefore the project would not create an increase in demand for public educational services. As such, impacts related to schools would be less than significant, and no mitigation measures are required.

v) Parks

The widening and extension of the Otay Truck Route would not result in an increased demand for parks. The project would not significantly increase the demand on existing neighborhood or regional parks or other recreational facilities over that which presently exists. The project would not result in a significant increase in demand for parks or other offsite recreational facilities. As such, no impact would result.

vi) Other public facilities

The project site is located in an urbanized and developed area where City services are already available. Furthermore, the project would not increase the population in the area and, therefore

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
would not adversely affect existing levels of public services and would not require the construction or expansion of an existing governmental facility. No impact would result.				

XV. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not increase the population in the area and, therefore, would not increase demand for parks existing neighborhood or regional parks or other recreational facilities. The project is not anticipated to result in the use of available parks or facilities such that substantial deterioration occurs, or that would require the construction or expansion of recreational facilities to satisfy demand. As such, no would result.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project does not include any recreational facilities that would have an adverse effect on the environment. The project would not adversely affect existing levels of public services and would not require the construction or expansion of any recreational facility. The project would not significantly increase the use of, or need for, existing neighborhood or regional parks or other recreational as the project as the project would not increase the population in the area. Therefore the project is not anticipated to result in the use of available parks or facilities such that substantial deterioration occurs, or that would require the construction or expansion of recreational facilities to satisfy demand. As such, no would result.

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"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The project is intended to improve traffic conditions on local roadways by removing shipping truck queues that adversely affect business access and traffic flow on several streets northwest of the Otay Mesa Border Crossing. Accordingly, the project is anticipated to have an overall benefit to traffic circulation in the area. The project does not propose development that would generate additional traffic trips, but the proposed roadway improvements would result in changes in localized traffic patterns that would increase traffic on some local roadways, while decreasing traffic on others. To analyze the impacts of these altered traffic patterns on the local circulation system, a Traffic Technical Report was prepared for the proposed project by VRPA Technologies, Inc. (VRPA) in September 2014.

The Traffic Technical Report considered existing conditions and project impacts at the following roadway segments and intersections, based on the streets that are expected to be affected by the project-related change in traffic patterns.

Segments

1. Britannia Blvd, Otay Mesa Rd to Otay Truck Route
2. La Media Rd, Otay Mesa Rd to Otay Truck Route
3. Drucker Lane, Siempre Viva Rd to Otay Truck Route
4. Airway Road, Cactus Rd to La Media Rd
5. Britannia Park Place, East of Britannia Blvd (Entire Length of Roadway)
6. Siempre Viva Rd, Cactus Rd to Otay Center Dr
7. Otay Truck Route, Britannia Blvd to International Border

Intersections

1. Britannia Blvd/SR-905 Westbound Ramps
2. Britannia Blvd/SR-905 Eastbound Ramps
3. Britannia Blvd/Airway Rd
4. Britannia Blvd/Britannia Park Place
5. Britannia Blvd/Siempre Viva Rd
6. La Media Rd/Siempre Viva Rd
7. Drucker Lane/Siempre Viva Rd

The analysis considered the redistribution of traffic to the circulation system under three scenarios—existing, which was based on 2012 conditions when the traffic analysis began; opening year, representing anticipated conditions in 2015; and the horizon year, representing conditions in the horizon planning year of 2035, which is based on the SANDAG 2035 Series 12 model for regional traffic patterns.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The 2015 scenario considered that two major developments in the area, the Cross Border Facility and Metro Airpark, would be in operation by that time and would generate traffic that would be added to the studied roadways and intersections. In addition, the 2015 scenario assumed that traffic mitigation measures planned for the Cross Border Facility would be in place, as measures for Phase I of that project are bonded and in the process of being implemented. These mitigation measures include widening Britannia Boulevard to six lanes from Airway Road to Siempre Viva Road and widening Siempre Viva Road to a four lane major road from the Cross Border Facility to Britannia Boulevard.

The 2035 scenario assumed the same roadway improvements as the 2015 scenario, plus the addition of SR-11 and the Otay Mesa East Port of Entry, as well as connections from SR-11 to SR-905 and SR-125. These improvements are in the process of being implemented by Caltrans. The 2035 scenario also assumes that Cactus Road will be extended from Airway Road to Otay Mesa Road, based on the SANDAG model, and that Siempre Viva Road would be extended as a four lane major roadway from the Cross Border Facility to La Media Road, based on the City's Public Facilities Financing Plan.

Analysis presented in the report concluded the project would not have a significant impact at any of the studied circulation system features under any of the studied scenarios. The discussion below summarizes the conclusions of the report for each of the studied scenarios, referencing tables from the report, where relevant.

Existing (2012) Scenario

The report present existing conditions (2012 conditions) and modeled project impacts when compared to existing conditions. The project would result in a minor increase in the volume-to-capacity (v/c) ratio on certain segments and a minor decrease in v/c ratio at other segments. The project is not anticipated to result in the reduction in level of service (LOS) at any of the studied segments, and would even improve LOS at La Media Road between Airway Road and Siempre Viva Road, which would improve from LOS B to LOS A. The report shows a similar situation at the studied intersections, with the project resulting in a minor increase in delay at some intersections and a minor decrease in delay at others. LOS is not anticipated to degrade at any of the studied intersections, and the project would result in an improvement in LOS at the Britannia Boulevard/Siempre Viva Road intersection, which would increase from LOS B to LOS A in the morning peak hour, and from LOS C to LOS B in the evening peak hour.

The project would not cause any of the studied segments to operate at LOS E or below during the existing (2012) scenario, the project's impact would be less than significant.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Opening Year (2015) Scenario

The report presented the results of the analysis of opening year (2015) conditions without and with the addition of project traffic. In this scenario, the report concluded that traffic forecasts, aside from project traffic, would be considerably higher than traffic levels for existing conditions, due to the addition of cumulative traffic from the Cross Border Facility and Metro Airpark. As in the existing scenario, the project is not anticipated to result in significant impacts at any studied roadway segment or intersection, and is anticipated to result in minor improvements in certain locations and minor reductions in service at other locations. The report shows no changes in LOS at any of the studied roadway segments. The project is anticipated to reduce LOS at one intersection in the 2015 scenario, Britannia Boulevard/Siempre Viva Road, which is anticipated to degrade from LOS C to LOS D in the evening peak hour. Because the project would not cause the intersection to operate at LOS E or below, this is not a significant impact. Another intersection, Siempre Viva Road and La Media Road, is anticipated to improve from LOS B to LOS A under both morning and evening peak hours.

The project would not cause any of the studied segments to operate at LOS E or below during the opening year (2015) scenario, the project’s impact would be less than significant.

Horizon Year (2035) Scenario

The report presented existing conditions (2012 conditions) and modeled project impacts when compared to existing conditions. In the horizon year, the report concluded that traffic patterns would change due to the opening of SR-11 and the Otay Mesa East Port of Entry, and that truck traffic traveling on the Otay Truck Route would decline slightly because trucks would have the option of using that new crossing. As in the 2015 scenario, the project is anticipated to result in minor increases and decreases in v/c ratio on various segments, but not affect LOS. The report identified a minor reduction in LOS at two intersections, Britannia Boulevard/SR-905 EB Ramps in the evening peak and Britannia Boulevard/Siempre Viva Road in the morning peak, but neither of these reductions would cause the intersections to operate at LOS E or below. The project is anticipated to improve operations at Siempre Viva Road/La Media Road in the morning peak.

The project would not cause any of the studied segments to operate at LOS E or below during the horizon year (2035) scenario, impacts would be less than significant.

- b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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established by the county congestion management agency for designated roads or highways?

Refer to XVI(a) above.

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| 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"/> |
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Although the project is within the influence of an airport, the project would not result in a change to air traffic patterns in that no structures or other new features are proposed. No impact would result.

- | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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"/> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|

The project has been designed consistent with the City's roadway standards and would not create a hazard for vehicles, bicycles, or pedestrians. The project would not include any project elements that could potentially create a hazard to the public. No impact would result.

- | | | | | |
|-------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

The project has been designed to meet all applicable City design standards and would conform to requirements for emergency access.

During construction, the project would require construction activity in and near existing operational roadways, which may require temporary lane closure. Full road closures are not anticipated. Pursuant to standard City practice, the contractor would be required to prepare and adhere to a traffic control plan, which would ensure the safe passage of vehicles, including emergency vehicles, and ensure that access remains available to all properties along the affected roadways. Therefore, related impacts would be less than significant.

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

The project area is served by Metropolitan Transit Service bus routes 905 and 950, which travel on Otay Mesa Road, Britannia Boulevard, Airway Road, and Siempre Viva Road north of the

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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project alignment. The project does not propose improvements along any of the bus routes. Therefore, there would be no temporary impact on transit operations during construction and no permanent impact on operations due to alteration of the subject roads. The project would not result in an impact on public transit.

Figure 3-5 of the Otay Mesa Community Plan is the Otay Mesa Bicycle Network, showing existing and planned bicycle routes in the area. Britannia Boulevard between Otay Mesa Road and Britannia Court, directly north of the project limits, is shown as a proposed Class II Bike Lane. The project does not propose improvements on this segment of Britannia Boulevard and would not conflict with any plans for future bike lane improvements. Therefore, the project would not result in an impact on bicycle facilities.

There are no designated trails in the vicinity of the site. Pedestrian facilities in the area include sidewalks constructed at the edge of roads north of the project. The project does not propose to construct sidewalks on either the Otay Truck Route or the segment of Britannia Boulevard proposed for improvement, as the project proposes a shipping lane for trucks that is not appropriate for pedestrian activity. The project would not conflict with any existing pedestrian access on roads north of the site. Therefore, there would be no impact on pedestrian facilities.

XVII. UTILITIES AND SERVICE SYSTEMS – Would the project:

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

The project would not generate wastewater. Implementation of the project would not interrupt existing sewer service to the surrounding uses. No impacts would occur and no mitigation measures are required.

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

The roadway widening and extension project would not generate wastewater, nor would it require the use of potable water. While the project may require water for temporary revegetation, the project would not significantly increase the demand for water or wastewater treatment services. As such, the project would not trigger the need for new treatment facilities. No impacts would occur and no mitigation measures are required.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Although The volume of new storm water runoff generated by the impervious surface area would not result in substantial quantities, The project proposes to improve and expand existing on-site drainage facilities. The project includes on site drainage facilities including curbs, gutters, one biofiltration swale, and three detention basins. The construction of the improvements could result in impacts to or associated with land use (MSCP – Land Use Adjacency Guidelines), biological resources, and paleontological resources. These impacts and any applicable mitigation have been disclosed in the preceding sections and in Section V of the attached MND. With implementation of mitigation impacts would be less than significant.

d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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The project does not meet the CEQA significance threshold necessitating the need for the project to prepare a water supply assessment. The project would include mitigation for impacts to sensitive habitats, which would require temporary irrigation. The proposed mitigation would include native plants that require low amounts of water; therefore, the project would not adversely affect existing water service. The project is consistent with the governing land use plans, project implementation would not require additional entitlements and adequate services are available to serve the site without requiring new or expanded entitlements. Impacts would be less than significant.

e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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The project would not adversely affect existing wastewater treatment services. Adequate services are available to serve the site without requiring new or expanded entitlements. No impacts would occur as a result of this project.

f) Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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The California Public Resources Code requires each city in the state to divert at least 50 percent of its solid waste from landfill disposal through source reduction, recycling, composting, and transformation. The City has enacted codes and policies aimed at helping the City to achieve this diversion level, including the Refuse and Recyclable Materials Storage Regulations (Municipal Code Chapter 14, Article 2 Division 8), Recycling Ordinance (Municipal Code Chapter 6, Article 6, Division 7), and the construction and Demolition (C & D) Debris Deposit Ordinance (Municipal Code Chapter 6, Article 6, Division 6). The City of San Diego's CEQA Significance Determination Thresholds

Public projects are required to adhere to City of San Diego Administrative Regulations (AR) and project specifications that require that the overall waste produced is reduced sufficiently to comply with waste reduction targets established in the Public Resources Code. Projects complying with the AR are not required to prepare a Waste Management Plan.

Public projects are also required to comply with the project specifications as put forth in the 2012 Standard Specifications for Public Works Construction Section 702, "Section 702 – Construction and Demolition Waste Management" (White Book).

The White Book requires the contractor of a public project to submit waste management form estimating each type of construction waste generated by the project and specifying how it would be recycled. The contractor will implement a waste reduction program which would include a waste diversion strategy which would specify how the resulting solid waste will be reused, and/or recycled. The contractor will provide receipts from disposal, re-use, and recycling options that will indicate that 50 percent of the materials are diverted from the landfill. The following uses are considered a diversion from the landfill: recycling, composting, use as fill material, alternative daily cover, land application, cement, brick, block, or asphalt constituent, road bed, beach replenishment, other non-disposal use.

As discussed previously, the project would comply with the City's Recycling Ordinance (Municipal Code Chapter 6, Article 6, Division 7) through adherence of the WHITE Book. With observance of the waste management plan requirements, impacts to solid waste facilities resulting from the project, including landfills, materials recovery facilities and transfer stations, and services, including collection, would be less than significant

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

The project would comply with all Federal, State, and local statutes and regulations related to

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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solid waste. The project would not result in the generation of large amounts of solid waste, nor generate or require the transport of hazardous waste materials other than minimal amounts generated during the construction phase. All demolition and/or construction activities would comply with City of San Diego requirements for diversion of construction waste during the demolition phase. Impacts would be less than significant, and no mitigation measures are required.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE –

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

As documented in this Initial Study, the project may have the potential to degrade the quality of the environment, notably with respect to Biological Resources and Land Use (MSCP – Land Use Adjacency Guidelines). As such, mitigation measures have been incorporated to reduce impacts to less than significant.

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

As documented in this Initial Study, the project may have the potential to degrade the environment as a result of impacts to Biological Resources, and Land Use (MSCP – Land Use Adjacency Guidelines), which may have cumulatively considerable impacts. As such, mitigation measures have been proposed to reduce impacts to less than significant. Other future projects within the surrounding neighborhood or community would be required to comply with applicable local, state, and federal regulations to reduce potential impacts to less than significant, or to the extent possible. As such, the project is not anticipated to contribute to potentially significant cumulative environmental impacts.

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

As discussed throughout this document, it is not anticipated that construction activities would create conditions that would significantly directly or indirectly impact human beings. Where appropriate, mitigation measures have been required, but in all issue areas impacts are no impact, less than significant, or can be reduced to less than significant through mitigation. For this reason, environmental effects fall below the thresholds established by CEQA and the City of San Diego and therefore would not result in significant impacts. Impacts would be less than significant.

INITIAL STUDY CHECKLIST

REFERENCES

I. AESTHETICS / NEIGHBORHOOD CHARACTER

- City of San Diego General Plan.
- Otay Mesa Community Plan Update, City of San Diego, March 11, 2014
- Local Coastal Plan.
- Caltrans, California Scenic Highway Mapping System.

II. AGRICULTURAL RESOURCES & FOREST RESOURCES

- City of San Diego General Plan
- City of San Diego Zoning Maps
- 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)
- California Department of Conservation:
 - San Diego County Important Farmland map, 2013
 - San Diego County Williamson Act 2013/2014 map, 2013
- 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:
 - Otay Truck Route Phase IV Project, San Diego, California, Air Quality Impact Analysis, prepared by AECOM, dated April 2015

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:

Conceptual Habitat Restoration Mitigation Plan, prepared by AECOM, dated December 2014

Draft Jurisdictional Delineation Report for Waters of the U.S., State of California, and City of San Diego, prepared by AECOM, dated October 2014

Otay Truck Route Phase IV Project, San Diego, California, City of San Diego Biology Guidelines Consistency Summary, prepared by AECOM, dated March 2014

Natural Environment Study, prepared by AECOM, dated January 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 Report:

Archaeological Survey Report for the Otay Truck Route Project, San Diego, San Diego County, California, prepared by AECOM, dated March 2015

VI. Geology/Soils

City of San Diego Seismic Safety Study

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

Site Specific Report:

Report of Geotechnical Investigation, Otay Truck Route Phase IV, prepared by Allied Geotechnical Engineers, Inc., dated September 27, 2012.

VII. Greenhouse Gas Emissions

Site Specific Report:

Otay Truck Route Phase IV Project, San Diego, California; Air Quality Impact Analysis, prepared by AECOM, dated April 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 Brown Field

Dam Regulations:

Site Specific Report:

State Water Resources Control Board. Geotracker. Accessed online November 3, 2015 by Peter Fogec. Available at: <http://geotracker.waterboards.ca.gov>.

California Department of Toxic Substances Control Envirostor. Accessed online November 3, 2015 by Peter Fogec. Available at: <http://www.envirostor.dtsc.ca.gov/public/>

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 Report:

City of San Diego Hyrdology and Drainage Study for Otay Truck Route Project, prepared by AECOM, dated March 2014.

City of San Diego Water Quality Technical Report for Otay Truck Route Project,
prepared by AECOM, dated April 2014.

X. Land Use and Planning

- City of San Diego General Plan
- Otay Mesa Community Plan Update, City of San Diego, March 11, 2014
- City of San Diego Zoning Maps
- Airport Land Use Compatibility Plan
- City of San Diego Zoning Maps
- FAA Determination
- MSCP
- Other Plans:

XI. Mineral Resources

- California Department of Conservation - Division of Mines and Geology, Mineral Land Classification: Aggregate Materials in the Western San Diego County Production-Consumption Region (Open File Report 96-04), 1996.
- Division of Mines and Geology, Special Report 153 - Significant Resources Maps
- City of San Diego General Plan
- Otay Mesa Community Plan Update, City of San Diego, March 11, 2014
- Site Specific Report:

XII. Noise

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

Site Specific Report:

Otay Truck Route Phase IV Project, San Diego, California, Noise Study Report, prepared by AECOM, dated April 2015.

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

Otay Mesa Community Plan Update, City of San Diego, March 11, 2014

Series 11/Series 12 Population Forecasts, SANDAG

Otay Truck Route Phase IV Project Community Impact Assessment, by AECOM, September 2014

XV. Public Services

City of San Diego General Plan

Otay Mesa Community Plan Update, City of San Diego, March 11, 2014.

Otay Truck Route Phase IV Project Community Impact Assessment, by AECOM, September 2014

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:

Otay Truck Route Phase IV Improvement Project, Traffic Technical Report,
prepared by VRPA Technologies, Inc. September 2014.

XVIII. Utilities

2012 Standard Specifications for Public Works Construction “White Book” 2012.

City of San Diego CEQA Significance Determination Thresholds, January 2011.

XIX. Water Conservation

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

Created: January 2015

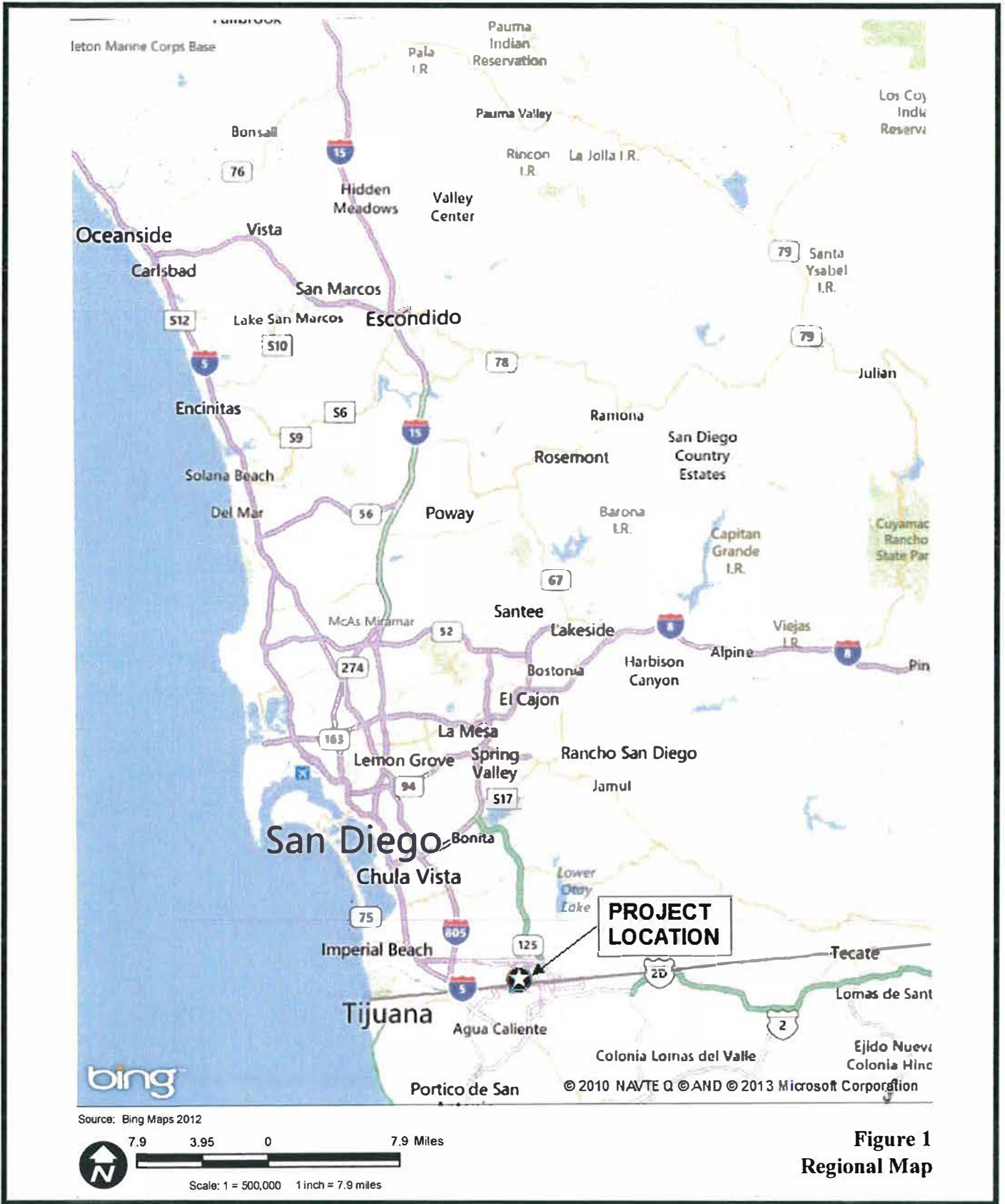


Figure 1
Regional Map



Regional Map

OTAY TRUCK ROUTE PHASE IV - PROJECT NO. 202998
City of San Diego – Development Services Department

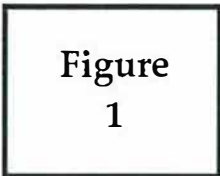
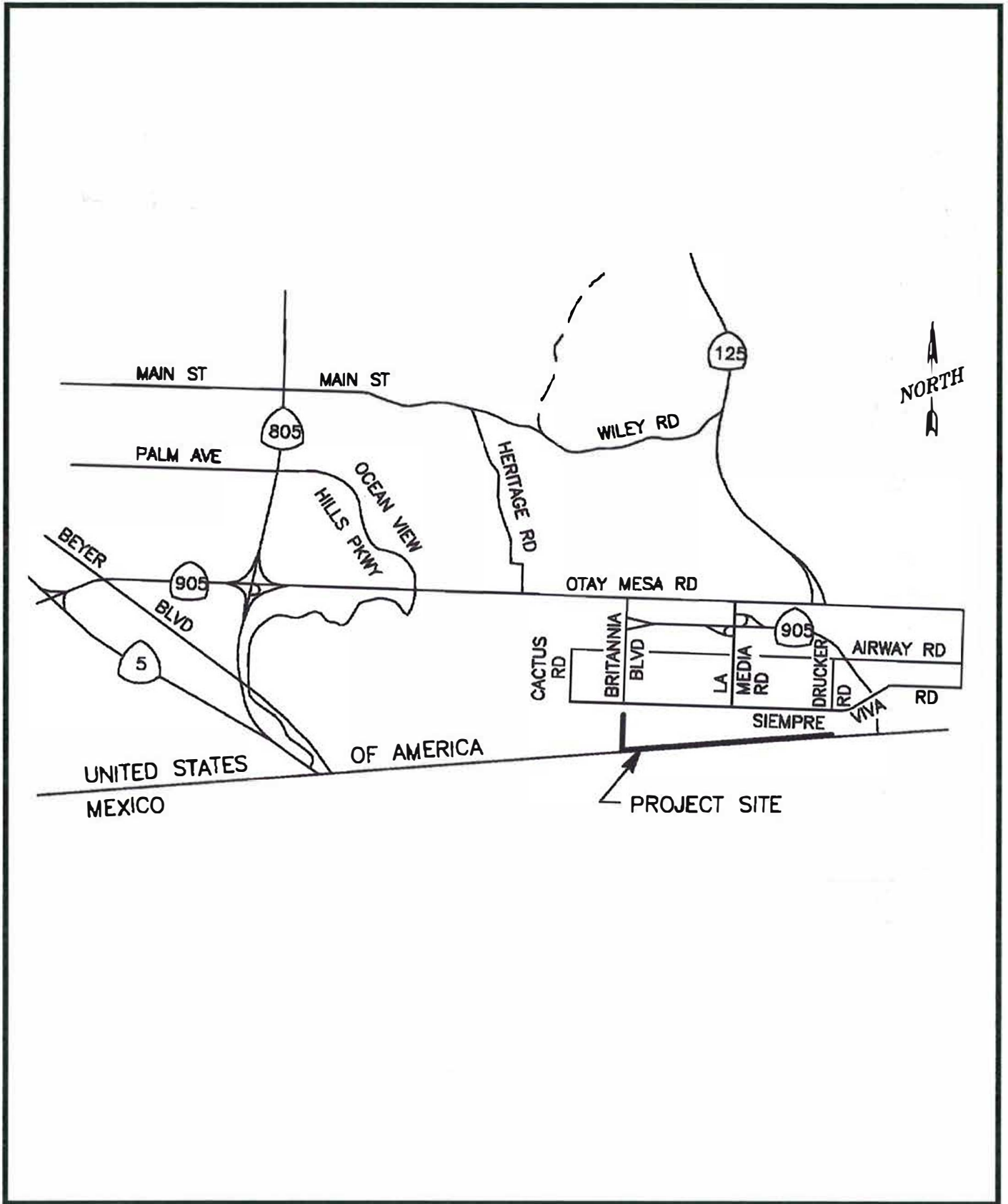


Figure
1



Vicinity Map

OTAY TRUCK ROUTE PHASE IV - PROJECT NO. 202998
 City of San Diego – Development Services Department

Figure
2



Source: Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, USDA NAIP, AECOM 2014



**Project Limits
Western Segment**

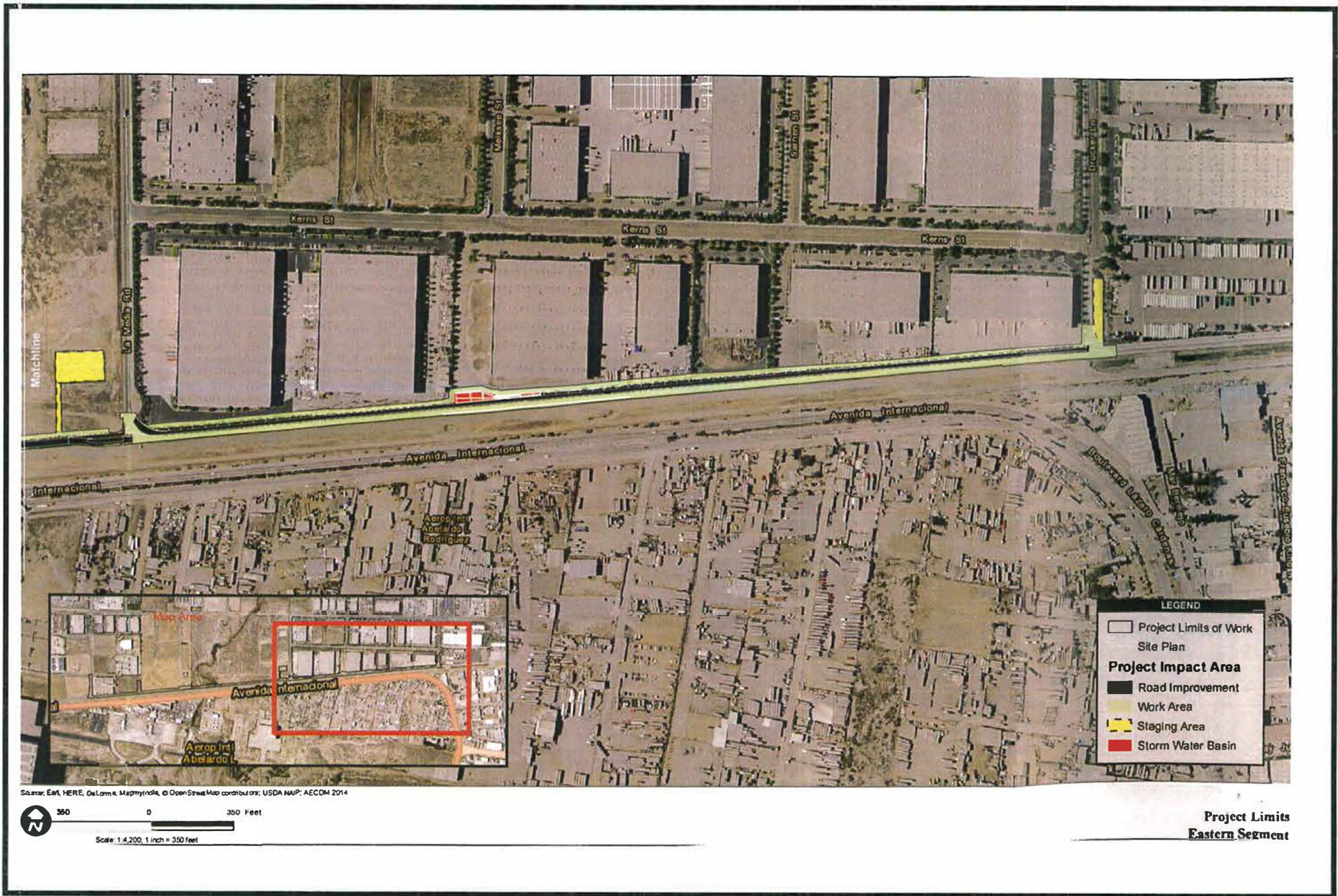


Project Limits – Western Segment

OTAY TRUCK ROUTE PHASE IV - PROJECT NO. 202998

City of San Diego – Development Services Department

FIGURE
3



Project Limits – Eastern Segment

OTAY TRUCK ROUTE PHASE IV - PROJECT NO. 202998

City of San Diego – Development Services Department

FIGURE
4

ERRATA

**Otay Truck Route Phase IV
Mitigated Negative Declaration
PTS No. 202998 / SCH No. 2015051020
April 14, 2017**

Subsequent to finalization of the Mitigated Negative Declaration, the project engineering has been refined and the project description has been revised to reflect these modifications. Additionally, the City of San Diego, on July 12, 2016, adopted the Climate Action Plan (CAP) Consistency Checklist, which requires all projects subject to discretionary review to demonstrate consistency with the Climate Action Plan. Therefore, a CAP Consistency Checklist was prepared for the Otay Truck Route Phase IV project. Based on the analysis, the project was determined to be consistent with the CAP's assumptions for relevant CAP strategies toward achieving the identified greenhouse gas reduction targets, and impacts from greenhouse gas emissions are considered less than significant. The following revisions to the environmental document were made and are reflected in a ~~strikethrough~~ and/or underline format.

1. Mitigated Negative Declaration, SUBJECT:

~~OTAY TRUCK ROUTE PHASE IV: SITE DEVELOPMENT PERMIT to construct and improve an existing unimproved road through widening and extending the existing Otay Truck Route, which fronts a portion of the U.S./Mexico border~~ an additional lane to the existing Otay Truck Route from La Media Road to Drucker Lane and for the extension of the Truck Route (two lanes) from Britannia Boulevard to La Media Road and along Britannia Boulevard from the border to Britannia Court in the Otay Mesa community of the City of San Diego. The proposed road improvements would include a combination of ~~asphalt~~ concrete roadway, concrete curbs, retaining walls, and structure elements and improve storm water quality. The total length of the improvements would be approximately 2.0 miles, including 0.9 mile of existing paved road that would be ~~resurfaced~~ rehabilitated and widened, and 1.1 mile of existing gravel road would be ~~paved~~ improved and widened. In addition to the east/west alignment, the project also entails improvements along existing north/south streets connecting to the Otay Truck Route, including Britannia Boulevard, La Media Road, and Drucker Lane. Four linear storm water detention basins would be constructed adjacent to the widened road. Storm water basins would be designed, constructed, and vegetated pursuant to the City's Storm Water Standards Manual. ~~Three staging yards have been identified, all in disturbed areas adjacent to or near the proposed alignment. The westernmost staging yard would be located on a vacant, graded pad immediately north of Segment 2 and west of the Cross Border Facility property. The central staging yard would be located in a disturbed area west of La Media Road and north of Segment 2. This staging yard has been located to avoid vernal pools that were identified in road ruts within this disturbed parcel. The easternmost staging yard would be located along the eastern shoulder of Drucker Lane and north of Segment 3~~ One staging yard has been identified and would be located adjacent to Drucker Lane, north of Segment 3. Applicant: City of San Diego Engineering & Capital Project.

2. Mitigated Negative Declaration, Tom Story Consulting comment letter, Response to Comment No. 2:

The assumption that Britannia Boulevard would be widened prior to the opening of the Otay Truck Route was made since the City did not anticipate that it would construct Segments 1 and 2 until the improvements to Britannia Boulevard were expected to be assured at the time that the Otay Truck Route traffic analysis was conducted completed. To further clarify that, a permit condition was is added that states "Prior to construction of Segments 1 and 2, the widening of Britannia Boulevard to six lanes between SR -905 and Siempre Viva Road must be constructed, satisfactory to the City Engineer."

3. Mitigated Negative Declaration, Myrphy Development Company comment letter, Response to Comment No. 4:

The assumption that Britannia Boulevard would be widened prior to the opening of the Otay Truck Route was made since the City did not anticipate that it would construct Segments 1 and 2 until the improvements to Britannia Boulevard were expected to be assured at the time that the Otay Truck Route traffic analysis was conducted completed. To further clarify that, a permit condition was is added that states "Prior to construction of Segments 1 and 2, the widening of Britannia Boulevard to six lanes between SR -905 and Siempre Viva Road must be constructed, satisfactory to the City Engineer."

4. Initial Study, Description of Project:

SITE DEVELOPMENT PERMIT and a MHPA BOUNDARY LINE ADJUSTMENT to construct and improve an existing unimproved road through widening and extending the existing Otay Truck Route, which fronts a portion of the U.S./Mexico border an additional lane to the existing Otay Truck Route from La Media Road to Drucker Lane and for the extension of the Truck Route (two lanes) from Britannia Boulevard to La Media Road and along Britannia Boulevard from the border to Britannia Court in the Otay Mesa community of the City of San Diego. The proposed road improvements would include a combination of asphalt concrete roadway, concrete curbs, retaining walls, and structure elements and improve storm water quality. The total length of the improvements would be approximately 2.0 miles, including 0.9 mile of existing paved road that would be resurfaced rehabilitated and widened, and 1.1 mile of existing gravel road would be paved improved and widened. In addition to the east/west alignment, the project also entails improvements along existing north/south streets (as further described in Segments 1 through 3) connecting to the Otay Truck Route, including Britannia Boulevard, La Media Road, and Drucker Lane. Four linear storm water detention basins would be constructed adjacent to the widened road. Storm water basins would be designed, constructed, and vegetated pursuant to the City's Storm Water Standards Manual.

For descriptive purposes, the project has been divided into three segments, from west to east.

Segment 1

Segment 1 would entail widening the existing Britannia Boulevard from Britannia Court to the secondary border fence to add a southbound approach to the east/west Otay Truck Route along the fence. This segment of the project is approximately 0.1 mile long. Widening would be accomplished to the west of the existing road, as the easterly portion is already constructed. The project would add ~~a 12-foot-wide lane for southbound laden trucks and a 12-foot extra-wide shoulder for emergency access, for a total addition width of 24 feet~~ lane that would be approximately 12-feet wide for southbound laden trucks and a 12-foot wide lane for emergency access, for a total addition width of 24 feet. A wide rounded turnout area (bulbout) of as much as 45 feet would also be constructed at the intersection of this road with the Otay Truck Route to allow adequate room for trailer trucks to make the eastbound westbound turn. This segment would require that the City obtain a strip of right-of-way along the west side of Britannia Boulevard from the current owner. Storm drain facilities and fire hydrants would need to be relocated as part of this segment of the project. One at-grade storm water detention basin would be constructed adjacent to this segment of widened roadway, along the western edge of Britannia Boulevard. On the eastern edge of Britannia Boulevard an approximately 100-foot gravity retaining wall would also be constructed.

Segment 2

Segment 2 would entail widening and improving paving the existing east/west dirt service road along the border fence between Britannia Boulevard in the west and La Media Road in the east, a distance of approximately 1 mile. This segment of the project proposes to construct the Otay Truck Route, as an approximately 28-foot-wide road as a 28-foot-wide road parallel to the border fence. The new road would have a 6-inch-high curb on the north side, a 2-foot-wide shoulder, a 14-foot-wide lane for laden trucks, and a 10 to 12-foot lane adjacent to the fence for emergency vehicles ~~12-foot extra-wide southern shoulder adjacent to the fence for emergency and law-enforcement access.~~ Underground utilities along the base of the secondary fence would be protected in place. However, sixteen electrical vaults will need to be relocated along the southern edge of the proposed truck route ~~A ground-mounted electrical transformer box located near La Media Road may be relocated.~~ Two storm water detention basins would be constructed adjacent to this segment of widened roadway at two locations along the northern edge of the proposed truck route. The basins would be at the same elevation as the proposed roadway. In areas where the existing road is built on a manufactured slope, the slope would be extended to the north to accommodate the widened road and detention basins. A retaining wall would be constructed ~~east~~ west of the ~~eastern~~ western storm water basin to limit the northern extent of the slope and avoid a vernal pool located north of the proposed road improvements.

This segment of the existing unimproved service road crosses around ~~crosses over~~ a natural drainage that flows north to south through a reinforced concrete culvert with apron, wing walls, and trash rack. An existing embankment blocks normal drainage flows, forcing them toward the culvert. The project would extend the box culvert approximately 30 feet toward the north to accommodate the widened road, and would construct a new apron, headwall, and wing walls.

This segment would require that the City obtain a strip of right-of-way from landowners along the north side of the existing gravel road. This includes acquisition of property from the backside of the business located at the corner of Britannia Court and Britannia Boulevard.

Segment 3

Segment 3 would entail reconstructing and widening the existing truck route from La Media Road in the west to a point approximately 100 feet east of Drucker Lane in the east, for a total length of approximately 0.9 mile. The existing road is 26 feet wide in this area, which would be increased to 40 feet wide with the project improvements. Widening would be performed along the northern edge of the road, requiring City acquisition of right-of-way from existing industrial properties. After widening, the proposed Otay Truck Route would have a 6-inch-high curb, a ~~2-foot-wide shoulder~~, a ~~14-~~ 11-foot-wide lane for laden trucks, an ~~12-~~ 11-foot-wide lane for unladen trucks, and a ~~12 10-foot extra-wide shoulder~~ lane for emergency vehicles next to the secondary fence for Border Patrol and local law enforcement access. One at-grade storm water detention basin would be constructed adjacent to this segment of widened roadway, in between the backsides of two existing businesses.

Along the north side where development has occurred, a grade difference exists between the truck road and the existing properties, with development pads higher than the road. An L-shaped retaining wall is proposed to accommodate the widened road, requiring a vertical cut at the property line. Existing fences not affected by the right-of-way acquisition would be protected in place, while others would be relocated to the north. This segment would require that the City obtain a strip of right-of-way from landowners along the north side of the existing road to accommodate the widening.

Construction

Project construction would be accomplished through the use of standard pieces of heavy machinery, including an excavator, a front loader, roller compactors, an earthmover, and dump trucks. Smaller personal machinery such as jackhammers and wacker compactors would also be used. Water trucks would be operated to reduce dust emissions during grading and earth moving.

The number of personnel on-site would vary depending on the construction phase, with the maximum being approximately 15 crewmembers during the finishing phase. Construction activity mostly would be performed between the hours of 7 a.m. and 7 p.m. Monday through Saturday, in keeping with the City's Municipal Code, although night work is likely to be required for Segment 3 to avoid conflicts with the existing truck queues. The total duration for project construction is estimated at approximately 180 days. One staging yard has been identified and would be located adjacent to Drucker Lane, north of Segment 3.

~~Three staging yards have been identified, all in disturbed areas adjacent to or near the proposed alignment. The westernmost staging yard would be located on a vacant, graded pad immediately north of Segment 2 and west of the Cross Border Facility property. The central staging yard would be located in a disturbed area west of La Media Road and north of~~

Segment 2. This staging yard has been located to avoid vernal pools that were identified in road ruts within this disturbed parcel. The easternmost staging yard would be located along the eastern shoulder of Drucker Lane and north of Segment 3.

5. Initial Study, Other public agencies whose approval is required:

U.S. Army Corps of Engineers (USACOE), U.S. Fish & Wildlife Service, and Caltrans

6. Initial Study Checklist, VII.a.:

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

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?

Increases in concentrations of Greenhouse Gases (GHGs) generated by human activities have the potential to result in global climate change impacts. GHGs include carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆). Common activities that generate GHGs include vehicular travel, electricity use, natural gas use, water use, and waste generation. Various regulations and policies have been adopted globally, federally, and on a state level to address GHG and associated climate change impacts.

Currently the City does not have adopted thresholds of significance for GHG emissions and therefore is utilizing the California Air Pollution Control Officers Association (CAPCOA) report “CEQA & Climate Change” dated January 2008 as an interim screening threshold to determine whether a GHG analysis would be required. A 900 metric ton (MT) screening threshold for determining when an air quality analysis is required was chosen based on available guidance from the CAPCOA white paper; the CAPCOA report references a 900 MT guideline as a conservative threshold for requiring further analysis and mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use, and other factors associated with projects. CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG’s annually, refer to Table below. Additionally, the Association of Environmental Professionals (AEP) have recommended that total construction GHG emissions resulting from a project be amortized over 30 years and added to the operational GHG emissions.

Project Types* that require a GHG Analysis and Mitigation

PROJECT TYPE	PROJECT SIZE THAT GENERATES APPROXIMATELY 900 METRIC TONS OF GHGS PER YEAR
Single Family Residential	50 Units
Apartments/Condominiums	70 Units
General Commercial Office Space	35,000 square feet
Retail Space	11,000 square feet
Supermarket/Grocery Space	6,300 square feet

*For project types that do not fit the categories in this table, a determination on the need for a GHG analysis is made on a case-by-case basis, based on the whether the project could generate 900 metric tons of more of GHGs.

Although these interim thresholds are being utilized, nonetheless, a good faith effort has been made to evaluate whether GHG impacts from the project are potentially significant, taking into account the type and location of the proposed development, the best available scientific data regarding GHG emissions, and the current statewide goals and strategies for reduction of GHG emissions. It is important to note that the San Diego Air Pollution Control District has not provided any guidance on the quantification of GHG emissions or emissions thresholds.

Based on the screening thresholds, the project was required to prepare a GHG analysis in order to determine what, if any, cumulative impacts would result through project implementation. A GHG Emissions Analysis Report for the Via de la Valle Project was completed by RECON (2012). The results and conclusions of the technical report are summarized below.

The existing project area does not include any land uses, nor does it generate traffic trips. Landscaping associated with the existing roadway is not irrigated and street lighting utilizes minimal electricity. A traffic impact analysis was prepared for the project to determine any traffic-related impacts. As previously mentioned, although vehicles utilize the roadway, the roadway does not generate the vehicle trips directly. Therefore there would be no net increase in vehicle emissions due to the project. With implementation of state wide mandated regulations aimed at reducing GHG emissions, it is assumed that vehicles in the horizon year would benefit and associated vehicle emissions would accordingly decrease.

The construction of the project would generate GHGs through hauling of demolition waste and vegetation removed during grading (approximately 9,825 tons), import of fill (69,500 cy), construction equipment, and employee travel. The project operation would generate negligible GHG emissions through water use associated with irrigating landscaping. Amortized over 30 years, project construction would result in a net increase of 24 MTCO₂E over baseline, near-term, and horizon year conditions.

In summary, it was determined that there would be no net increase in vehicle emissions due to the project and operational would generate negligible emissions. The project would generate

approximately 24 MTCO₂E, which is below the screening criteria and no further analysis was required. The project is below the 900 metric ton screening criteria established by CAPCOA, and potential impacts from greenhouse gas emissions are considered less than significant. No mitigation measures are required.

The City's Climate Action Plan (CAP) outlines the actions that the City will undertake to achieve its proportional share of State greenhouse gas (GHG) emission reductions. A CAP Consistency Checklist (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 emission targets identified in the CAP are achieved.

The project is consistent with the existing General Plan and Community Plan. Further based upon review and evaluation of the completed checklist for the project, the project is consistent with the applicable strategies and actions of the CAP. Therefore, the project is consistent with the CAP's assumptions for relevant CAP strategies toward achieving the identified GHG reduction targets, and impacts from greenhouse gas emissions are considered less than significant. No mitigation is required.

7. Initial Study Checklist, VII.a.:

Issue	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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 checked="" type="checkbox"/>

The project would not conflict with an applicable plan, policy, or regulation for the purpose of reducing GHG emissions.

Most regulatory plans and policies aim to reduce federal, state, and local GHG emissions by primarily targeting the largest emitters of GHGs: the transportation and energy sectors. Plan goals and regulatory standards are thus largely focused on the automobile industry and public utilities, and are not applicable to land development projects.

The City of San Diego General Plan (2008) includes several climate change-related policies aimed at reducing GHG emissions from future development. Table CE-1 of the General Plan summarizes the issues related to climate change and the General Plan policies to address these issues (refer to the GHG Emissions Analysis Report). Many of the policies apply to public policy decision-making and building construction as opposed to roadway widening. Therefore, the proposed project would not conflict with these policies.

The GHG Emissions Analysis Report includes a discussion of the policies that are applicable to the project and the project's consistency with those policies. Below is a summary of that analysis.

Conservation Element Policies Project Consistency

The General Plan's Conservation Element reflects key goals contained in many other City and regional plans and programs and would help guide their future updates. The Conservation Element ties various natural resource-based plans and programs together using a village strategy of growth and development. It contains policies for sustainable development, preservation of open space and wildlife, management of resources, and other initiatives to protect the public health, safety, and welfare.

Policies, which address local greenhouse gas mitigation strategies in San Diego, are integrated within the General Plan. Together, this collection of policies support and promote the adopted recommendations outlined in the City's Climate Protection Action Plan (describe in further detail below). The City is continuing to investigate additional steps that can be taken to help reduce greenhouse gas emissions, identify adaptation goals, and curb the impact of climate change at the local level.

As previously discussed, the project would not result in an increase in traffic on area roadways; therefore, the project would not result in an increase in vehicles miles traveled (VMT). Vehicles would benefit from the new regulations for the transportation sector and associated vehicle emissions would accordingly decrease. The project would not result in a change of land use that would be a source of GHG emissions. There would be no new permanent source of energy or water use, or operational solid waste. Landscaping irrigation and street lighting would be minimal. Therefore, the project would not conflict with the Conservation Element Policies

San Diego Sustainable Community Program

In 2002, the City Council adopted the San Diego Sustainable Community Program. This program established the partnership with the Cities for Climate Protection (CCP) Campaign, which is a program administered by the International Council for Local Environmental Initiatives. To date, more than 800 local governments worldwide participate in the campaign, including 30 cities and counties located in California. The campaign is based on a performance framework structured around five milestones that local governments commit to undertake. Local governments identify the source of greenhouse gas emissions, calculate the volume contributed from energy use, transportation, and waste management, and then develop an action plan to reduce those emissions. The Sustainable Community Program also established San Diego's Greenhouse Gas reduction goal of 15 percent below 1990 levels by the year 2010.

City of San Diego Climate Protection Action Plan

The City has a Climate Protection Action Plan that addresses both the greenhouse gas emissions from the community (residential, commercial and industrial sectors) and the greenhouse gas emissions specifically from the operations provided by City government. Each category is broken down into the three major sources: Energy, Waste, and Transportation. It tracks greenhouse gas emissions using a standardized computer software program, and the comparison between 1990

and 2004 reveal an interesting trend. The City organization has continued to reduce its share of greenhouse gas emissions through fuel efficiency, energy conservation, and the use of renewable energy, and the use of methane gas (biogas) to generate electricity.

In conclusion, the project would not conflict with any plans, policies, or regulations aimed at reducing energy demand and reducing GHG emissions from operational sources. The project would not conflict with General Plan policies related to climate change. Impacts would be less than significant and no mitigation measures are required.

The project would not conflict with an applicable plan, policy, or regulation adopted for the purposes of reducing the emissions of greenhouse gases. The project is consistent with the existing General Plan and Community Plan. Further based upon review and evaluation of the completed checklist, the project is consistent with the applicable strategies and actions of the CAP. Impacts are considered less than significant. No mitigation is required.

The revisions made to the final Mitigated Negative Declaration do not affect the environmental analysis or conclusions of the environmental document. In accordance with the California Environmental Quality Act, Section 15073.5(c)(4), the addition of new information that clarifies, amplifies, or makes insignificant modifications does not require recirculation as there are no new impacts and no new mitigation identified. An environmental document need only be recirculated when there is the identification of new significant environmental impacts or the addition of a new mitigation measure required to avoid a significant environmental impact.

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.)

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

4. **POLICY**

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

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

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

4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

Process for Issuance

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

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

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

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

Fire Hydrant Location: (Attach Detailed Map//Thomas Bros. Map Location or Construction drawing.) Zip:	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:		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

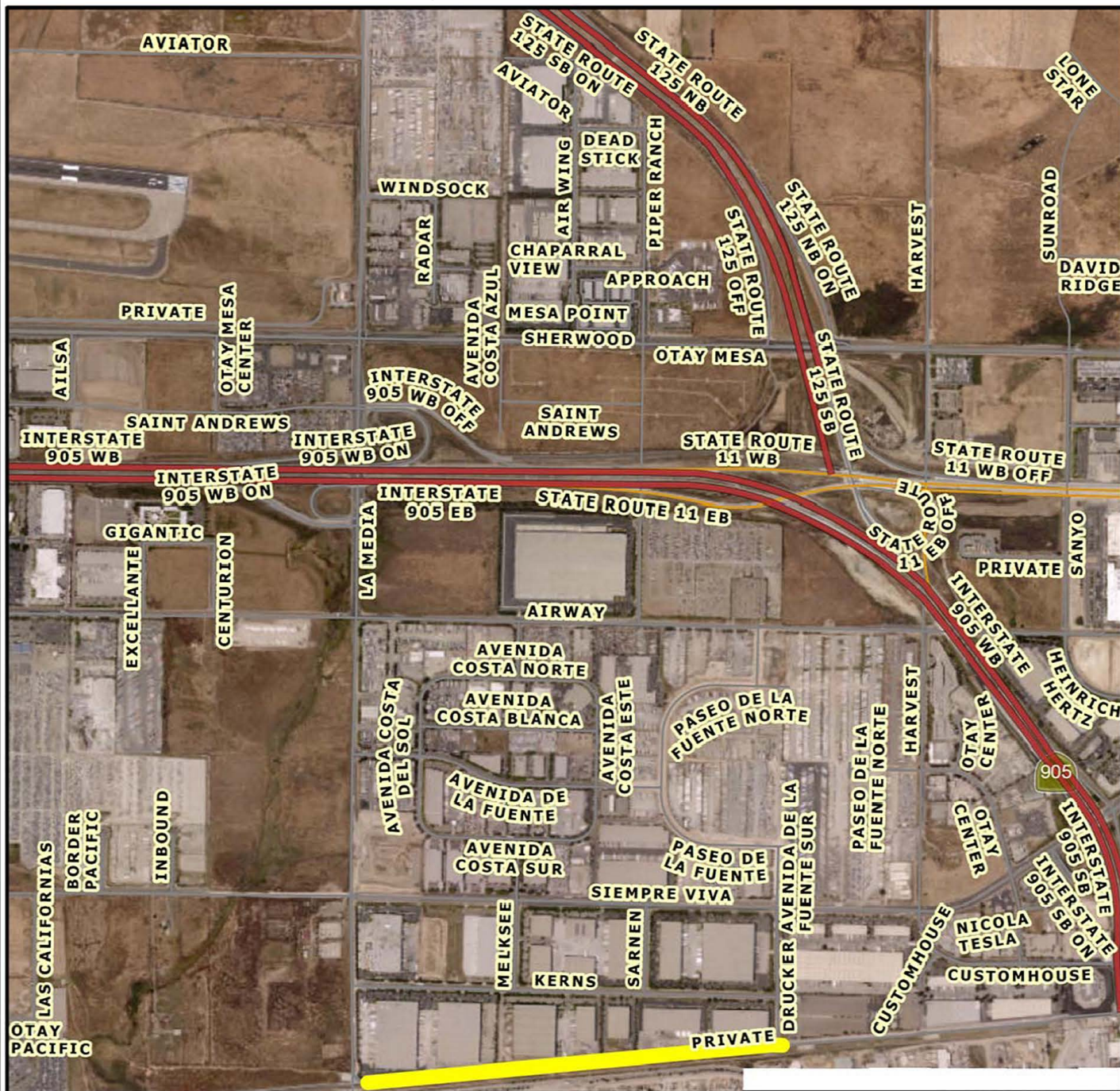
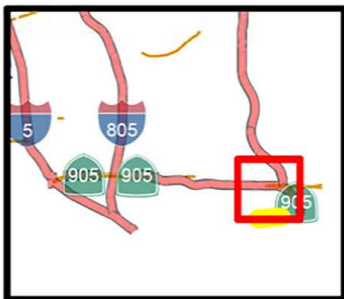
Construction Cash Flow Forecast
 "Sewer and Water Group Job 965 (W)"

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

OTAY TRUCK ROUTE PHASE 4



Legend

 S11060 OTAY TRUCK ROUTE



COMMUNITY NAME: OTAY MESA

COUNCIL DISTRICT: 8

SAP ID: S-11060

Date: September 13, 2018



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APPENDIX F

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 Hazard Construction Company (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 **OTAY TRUCK ROUTE PHASE IV (Project), WBS Number S-11060, Bid No. K-20-1717-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 **OTAY TRUCK ROUTE PHASE IV (Maintenance Requirements)**. The performance of the terms of this LTMMA shall commence immediately upon completion of performance of the Construction Contract.
- 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 and **Section 802** of the Construction Contract 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 GREENBOOK and The WHITEBOOK (**Part 1, Part 8, and Part 10**) 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 plants contained within the Re-vegetation 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:

 - i. 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”).
 - ii. 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 4.1 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. Work Schedule.** 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. Performance of Work.** The Work shall be performed in accordance with the manufacturer's **recommendations** for each piece of equipment used in performance by the Contractor of this LTMMA.

- 1.5. License.** The Contractor shall hold the following licenses in good standing:

1.5.1. **C-27** State Contractor's License.

1.5.1.1. Alternatively, the Contractor shall retain the services of a Subcontractor with a **C-27** State Contractor's License.

1.5.2. Pest Control Advisor's License.

1.5.2.1. Alternatively, the Contractor shall retain the services of a licensed Pest Control Advisor.

1.5.3. Registration with the County Agriculture Commission.

1.5.4. Qualified Applicator's Certificate for Category B. This shall apply to any person supervising the use of pesticides, herbicides, or rodenticides.

1.5.5. 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**.

- 1.6. Hours of Performance.** The Contractor shall perform the Work between the hours of 7:30 AM and 3:30 PM, 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. PUBLIC WORKS CONTRACTING (PWC)** is the Contract Administrator for the LTMMA. The Contractor shall perform the Work under the direction of a designated representative of the Public Works 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.

SECTION 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 Area is not progressing towards the required 100% Cover, as defined in the Scope of Work, in accordance with the Work Schedule, and as determined by City, the City may adjust monthly payments to Contractor accordingly.

SECTION 4: COMPENSATION

- 4.1. Maximum Compensation.** The compensation for this LTMMA shall not exceed Thirty Thousand Dollars and Zero Cents (Contract Price).

- 4.2. Prevailing Wage Requirements.** The Prevailing Wages requirements in accordance with **Attachment D** of this Construction Contract are hereby incorporated by this reference.

- 4.3. 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.

4.4. Final Payment. The Contractor shall not receive final payment until the following conditions have been completed to the City's satisfaction:

4.4.1. The item(s) of the Work subject to this maintenance coverage as specified in **Exhibit A** (Maintenance Items) have been determined to be in compliance with the Construction Contract and this LTMMA.

4.4.2. The Contractor has provided to the City a signed and notarized Affidavit of Disposal, a copy of which is attached to the Construction Contract, stating that all brush, trash, debris, and surplus materials resulting from the Work have been disposed of in a legal manner.

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

4.4.4. 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 7-3, "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 7-3, "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.

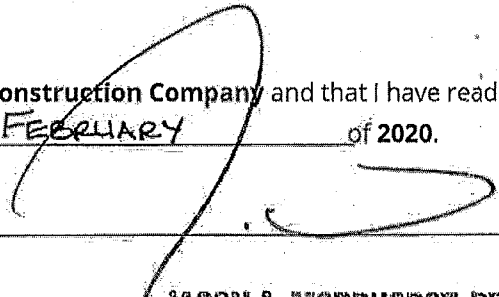
IN WITNESS WHEREOF, this Contract is executed by the City of San Diego, acting by and through its Public Works Department Director in accordance with **Municipal Code 522.3102**, and by Contractor.

Dated this 21st day of February, 2020.

THE CITY OF SAN DIEGO

By: 
Claudia C. Abarca
Deputy Director
Public Works Department

I HEREBY CERTIFY I can legally bind **Hazard Construction Company** and that I have read this entire contract, this 21st day of FEBRUARY of 2020.

By: 
Printed Name: JASON A. WORDHORST, PRESIDENT

Title: _____

I HEREBY APPROVE the form of the foregoing Contract this

24th day of FEBRUARY of 2020.

Mara W. Elliott, City Attorney

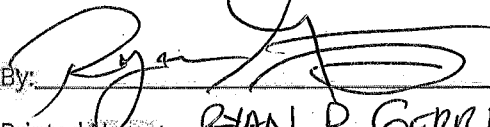
By: 
Printed Name: RYAN P. GERRITY
Deputy City Attorney

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 **37414-22-D** through **37414-25-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 Area during the Monitoring Program in accordance with this Contract and the Specifications such that the Revegetation Area meets the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule. 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 Area according to the schedule and methods specified in the Revegetation Plan. The monitoring work shall include all reporting tasks specified in the Revegetation 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 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 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 to promote the best growth habits, appearance, and health of all trees and container plants, and to prevent encroachment which is in any manner deemed undesirable by City, in accordance with instructions from the Project Biologist. The Contractor is responsible for tree pruning that can be accomplished with a 12 foot pole saw by a worker standing on the ground. 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 to meet the success criteria specified in the Revegetation Plan at each of the milestones listed and on the last date of the Monitoring Program as set forth in the Work Schedule Prior to any fertilization, 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.

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 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 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.
 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.
- 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 will be an individual or team of individuals with 4-year degree(s) in botany, ecology, landscape architecture or a related field, and demonstrated experience in upland and riparian community restoration.

EXHIBIT B

INSERT A COPY OF THE ENGINEER'S FIELD NOTIFICATION WHICH ACCEPTS THE PLANT ESTABLISHMENT PERIOD (PEP) AND ESTABLISHES THE COMMENCEMENT DATE OF THE MONITORING PROGRAM, SEE THE 2018 WHITEBOOK, SECTION 802

EXHIBIT C

LICENSE DATA SHEET

State Contractor License Classification and Number: 750542 A C31

Name of License Holder: HAZARD CONSTRUCTION COMPANY

Expiration Date: 06/30/2020

Pest Control Applicator's Name: TBD

License Number: _____

Expiration Date: _____

Pest Control Advisor's Name: TBD

License Number: _____

Expiration Date: _____

City of San Diego Business License Number: B1998008961

Expiration Date: 06/30/2020

APPENDIX G

SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 5-2, "Protection", of the 2015 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



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

Photo 2



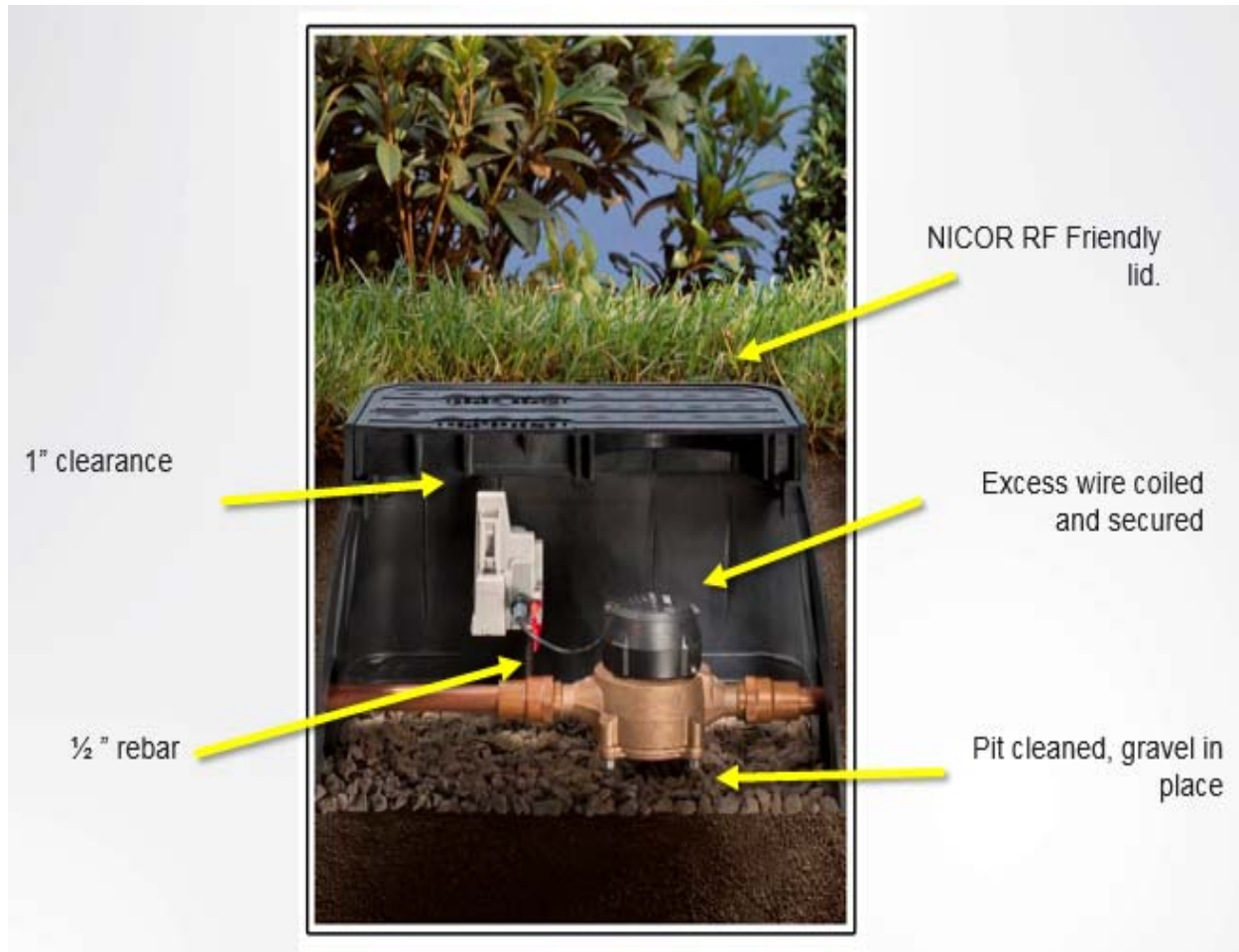
Network Devices, see Photo 3:

Photo 3



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

Photo 4



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

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

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

Photo 5

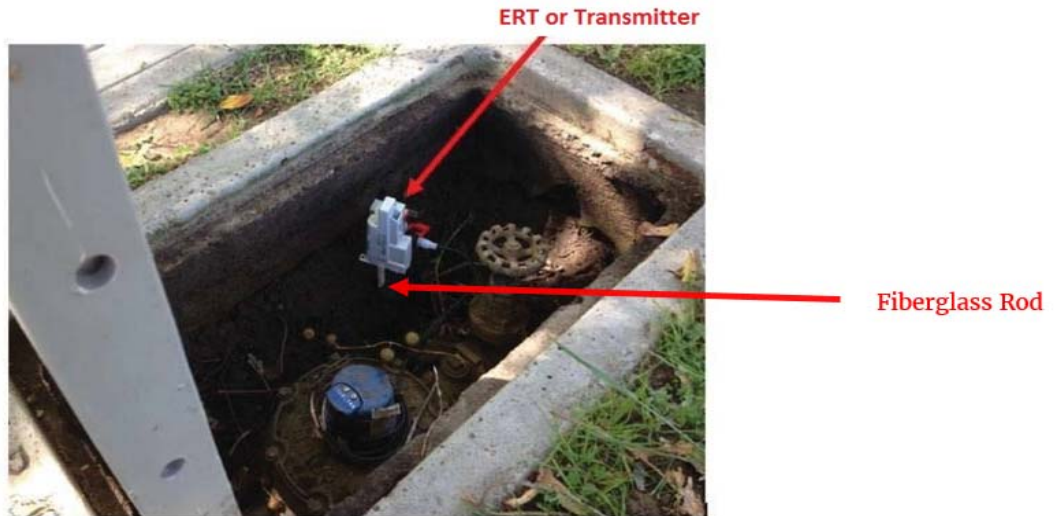


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



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

Photo 7



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

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

Photo 8



Network Device

Photo 9



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

APPENDIX I

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

ATTACHMENT F

RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and Hazard Construction Company, herein called "Contractor" for construction of **Otay Mesa Truck Route Phase IV ; Bid No. K - 20 - 1717 - DBB - 3**; in the amount of Nine Million Nine Hundred Seventy Thousand One Hundred Fifty Dollars and Fifty-Seven Cents (\$9,970,150.57), which comprised of the Base Bid alone.

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 **Otay Mesa Truck Route Phase IV**, on file in the office of the Public Works Department as Document No. **S-11060**, 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 **Otay Mesa Truck Route Phase IV**, Bid Number **K-20-1717-DBB-3**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement.

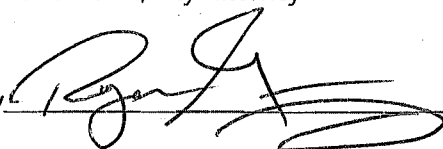
CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By: 

Mara W. Elliott, City Attorney
By: 


Print Name: Claudia C. Abarca
Deputy Director
Public Works Department

Print Name: RYAN P. GERRITY
Deputy City Attorney

Date: February 21, 2020

Date: 2/21/2020

CONTRACTOR HAZARD CONSTRUCTION COMPANY

By: 

Print Name: JASON A. MORDHORST, PRESIDENT

Title: _____

Date: 12/2/19

City of San Diego License No.: B1998008961

State Contractor's License No.: 750542

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000022121

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.

Caltrans funded contracts or Tasks, the Project shall be constructed in accordance with the Caltrans Special Provisions (including the payment of not less than the minimum wages set forth therein) and the Contract annexed hereto and in accordance with the Caltrans Standard Specifications dated May 2006, Standard Plans dated May 2006, Traffic Signal Control Equipment Specifications dated January, 1989, Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and General Prevailing Wage Rates of the State of California, Department of Transportation.

**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

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder, being first duly sworn, deposes and says that he or she is authorized by the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-17 regarding Drug-Free Workplace as outlined in the WHITEBOOK, Section 7-13.3, "Drug-Free Workplace", of the project specifications, and that;

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the Americans With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "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 7-13.4, ("Contractor Standards and Pledge of Compliance"), of the project specifications, and that Contractor has complied with those requirements.

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2_____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

Otay Mesa Truck Route Phase IV

(Name of Project)

as particularly described in said contract and identified as Bid No. **K-20-1717-DBB-3**; SAP No. (WBS/IO/CC) **S-11060**; 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 SDVOSB⓪	WHERE CERTIFIEDⓈ	CHECK IF JOINT VENTURE PARTNERSHIP
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____							

- ⓪ As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

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

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

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION**
- E. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**
- F. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- G. NON-LOBBYING CERTIFICATION**
- H. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- I. DISCLOSURE OF LOBBYING ACTIVITIES**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

That HAZARD CONSTRUCTION COMPANY as Principal, and
Nationwide 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

Otay Mesa Truck Route Phase IV

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 1st day of October, 2019

HAZARD CONSTRUCTION COMPANY
(SEAL)

(Principal)

By:

JASON A. MORDHORST, PRESIDENT
(Signature)

Nationwide Mutual Insurance Company
(SEAL)

(Surety)

By:

(Signature)

[Signature]
ATTORNEY-IN-FACT

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Diego

On October 1, 2019 before me, Apryle Briede, Notary Public

Date

NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC

personally appeared Jason A. Mordhorst

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.

Apryle Briede (SEAL)
NOTARY PUBLIC SIGNATURE



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Minna Huovila, Tara Bacon, Kyle King, Dale Gene Harshaw, Geoffrey Shelton

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

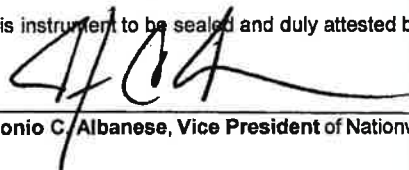
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.




Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss
On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

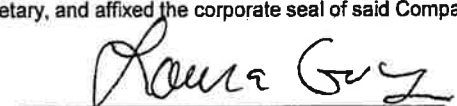
BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019


Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1 day of October, 2019.


Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of San Diego

On October 1, 2019 before me, Apryle Briede, Notary Public
Date NAME, TITLE OF OFFICER - E.G. AJANE DOE, NOTARY PUBLIC
personally appeared _____
NAME(S) OF SIGNER(S)
Kyle King

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.

Apryle Briede (SEAL)
NOTARY PUBLIC SIGNATURE



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
	See	Attached			

Contractor Name: HAZARD CONSTRUCTION COMPANY

Certified By JASON A. MORDHORST, PRESIDENT Title _____

Name _____

Signature _____ Date 10/1/19

USE ADDITIONAL FORMS AS NECESSARY

HAZARD CONSTRUCTION COMPANY
CONTRACTORS CERTIFICATION OF PENDING ACTIONS

In March 2013, a lawsuit was filed against Hazard Construction Company by a former employee, Kenneth McDonald, in the Superior Court of California, County of San Diego. McDonald was laid off by Hazard as part of a company-wide labor force reduction in December 2011. The lawsuit stated various allegations of discrimination, harassment, and retaliation against McDonald by Hazard and/or its employees. Hazard's management believed the lawsuit was without merit and vigorously defended against the allegations. This matter was mediated and settled in January 2014 without any admission of wrongdoing or fault by Hazard.

In May 2016, a lawsuit was filed against Hazard Construction Company by a former employee, Trinidad Davalos, in the Superior Court of California, County of San Diego. Davalos was terminated earlier in 2016. The lawsuit stated a claim for wrongful termination due to disability discrimination against Davalos. Hazard's management believes the lawsuit is without merit and has vigorously defended against the allegation. This matter was settled in January 2017 without any admission of wrongdoing or fault by Hazard.

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
<i>Same as page 391</i>					

Contractor Name: _____

Certified By _____ Title _____
Name

_____ Date _____
Signature

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name **HAZARD CONSTRUCTION COMPANY** DBA _____

Street Address 6465 Marindustry Drive City San Diego State Ca Zip 92121

Contact Person, Title JASON A. MORDHORST, PRESIDENT Phone _____ Fax _____

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 See Attached Title/Position Principals

City and State of Residence _____ Employer (if different than Bidder/Proposer) _____

Interest in the transaction _____

Name _____ Title/Position _____

City and State of Residence _____ Employer (if different than Bidder/Proposer) _____

Interest in the transaction _____

*** Use Additional Pages if Necessary ***

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

JASON A. MORDHORST, PRESIDENT _____ [Signature] _____ 10/1/19

Print Name, Title Signature Date

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

**Hazard Construction
 City of San Diego - Bidding Documents
 Responses for Mandatory Disclosure of Business Interests Form**

Senior Management Team	Title	Ownership % Interest
Jason A. Mordhorst William S. Rogers Mark P. Thunder Emmanuel C. Gavino	President	63.16%
	Executive Vice President	0.00%
	Vice President of Operations	5.26%
	Chief Financial Officer/Secretary	31.58%
		100.00%

Value of financial interest in the proposed transaction:

Hazard Construction has 100% financial interest in the bid proposal.

Contingent interest in the transaction and the value of such interest should the contingency be satisfied:

Hazard Construction has no contingent interest other than the bid proposal.

Any philanthropic, scientific, artistic, or property interest in the transaction:

Not applicable

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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 agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicated, 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.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder **HAZARD CONSTRUCTION COMPANY**
proposed Subcontractor _____

, hereby certifies that he has , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

HAZARD CONSTRUCTION COMPANY

Company

By  _____

JASON A. MORDHORST, PRESIDENT

Title

Date: 10/1/19

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder HABARD
proposed Subcontractor ACL Construction Co., Inc.

, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

ACL Construction Co., Inc.

Company

By Jody J. Lee

By _____

Estimating Ad. Assist

Title

Date: 10-29-19

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder Dave Shaw, CEO
proposed Subcontractor Alvarez and Shaw, Inc.

, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Alvarez and Shaw, Inc.
Company

By Dave Shaw
CEO
Title

Date: 10/29/2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder Hawai Construction
proposed Subcontractor Anton's Service Inc.
, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Anton's Service Inc.
Company

By Anton Boster & [Signature]
President
Title

Date: 10-29-2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder _____
proposed Subcontractor Best W. Sales, Inc

, hereby certifies that he has has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Best W. Sales, Inc
Company

By B. C. Say
President
Title

Date: 10/29/2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder **HAZARD CONSTRUCTION COMPANY**
proposed Subcontractor Coastal Caulking Water proofing
, hereby certifies that he has has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Coastal Caulking Water proofing
Company

By Jonathan Harris
operations Director
Title

Date: 10/29/2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder HAZARD CONSTRUCTION COMPANY
proposed Subcontractor Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co.
, hereby certifies that he has X has not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co.

Company

By



Brandon Pensick - Vice President

Title

Date: 10.29.2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder HAZARD
proposed Subcontractor Goss Construction Company Inc.

, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Goss Construction Company Inc.

Company

By John T. Goss Jr.

John T. Goss Jr. - President

Title

Date: October 29, 2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder _____
proposed Subcontractor Integrity Rebar Placers

, hereby certifies that he has has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Integrity Rebar Placers

Company

By Dolly Adams

Project Coordinator

Title

Date: 10/29/2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder _____
proposed Subcontractor Penhall Company

, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Penhall Company

Company

By Keith Martin

Estimator

Title

Date: 10/28/2019

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

HAZARD CONSTRUCTION COMPANY

The Bidder _____

proposed Subcontractor T&M Electric Inc, DBA Perry Electric

, hereby certifies that he has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has X, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

T&M Electric Inc, DBA Perry Electric

Company

By Todd Perry

President

Title

Date: 10-28-19

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

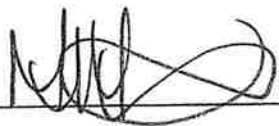
Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS
CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY
CLAUSE AND THE FILING OF REQUIRED REPORTS**

The Bidder Hazard
proposed Subcontractor R. DUGAN CONST., INC
, hereby certifies that he has _____, has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

R. DUGAN CONST., INC
Company

By  Marina MUNIZ
Secretary
Title

Date: 10/29/19

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed Subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause as set forth in 41 CFR 601.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7(b)(1) prevents the award of contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES _____

NO _____

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder, hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT"

IN ONE OF THE BLANK SPACES PROVIDED.

THE ABOVE STATEMENTS ARE PART OF THE PROPOSAL. SIGNING THIS PROPOSAL ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THESE STATEMENTS.

BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION.

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Title 23 United States Code, Section 112, Non-Collusion Affidavit," and the Title 49 Code of Federal Regulations, Part 29, "Debarment and Suspension Certification," are true and correct.

NON-LOBBYING CERTIFICATION

(FOR FEDERAL-AID CONTRACTS)

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontractors, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE

In acknowledgment that funds received under this agreement have been provided pursuant to a Federal grant, recipient hereby recognizes the prohibitions against lobbying the Federal government with any of these funds. Recipient agrees that it shall comply with the laws set forth at 31 U.S.C. § 1352 (1989) and 24 C.F.R. part 87, to wit:

A. Conditions on use of funds

Recipient shall not expend any funds received pursuant to this agreement to pay any person to influence an officer or employee of Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following Covered Federal actions:

- (1) The awarding of any federal contract
- (2) The making of any Federal grant
- (3) The making of any Federal Loan
- (4) The entering into of any cooperative agreement
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

For purposes of defining the terms of this part of the agreement, the definitions set forth in 24 C.F.R. § 87.105 are hereby adopted and incorporated herein by reference.

B. Certification and Disclosure

Each recipient at every tier under this agreement shall file a certification regarding lobbying, and a Disclosure Form-LLL, where required by 24 C.F.R. § 87.110. The certification form and Disclosure Form-LLL are attached to this agreement.

C. Certifications must be filed:

- (1) By any person upon each submission that initiates agency consideration for an award of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or a Federal loan or loan guarantee exceeding \$150,000.
- (2) Upon receipt by any person of a Federal contract, grant, or cooperative agreement exceeding \$100,000, or upon receipt of a Federal loan or loan guarantee exceeding \$150,000.
- (3) By any person who requests or receives from a person referred to in subsections 1 and 2 of this paragraph:
 - a. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - b. A subgrant, contract or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - c. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000;
 - d. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement.

D. Disclosure Forms-LLL must be filed in every instance when a person applies for, requests, or receives Federal appropriations exceeding \$100,000 pursuant to a contract, subcontract, grant, subgrant, loan, or cooperative agreement when such person has paid or expects to pay any sum, in cash or in kind, to influence or attempt to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. Further, Disclosure Form-LLL must be filed by recipients at any tier at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects information submitted in prior disclosures. Such events include:

- (1) 1. An increase of \$25,000 in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) 2. A change in the person(s) influencing or attempting to influence a covered action;
- (3) 3. A change in the officer(s), employee(s), or member(s) contacted to influence a covered action.

All disclosure Forms-LLL, but not certifications, shall be forwarded from tier to tier until received by the principal recipient, which in turn will file them with the appropriate Federal agency.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing there port in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item4) to the lobbying entity (item10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing datasources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

0348-0046

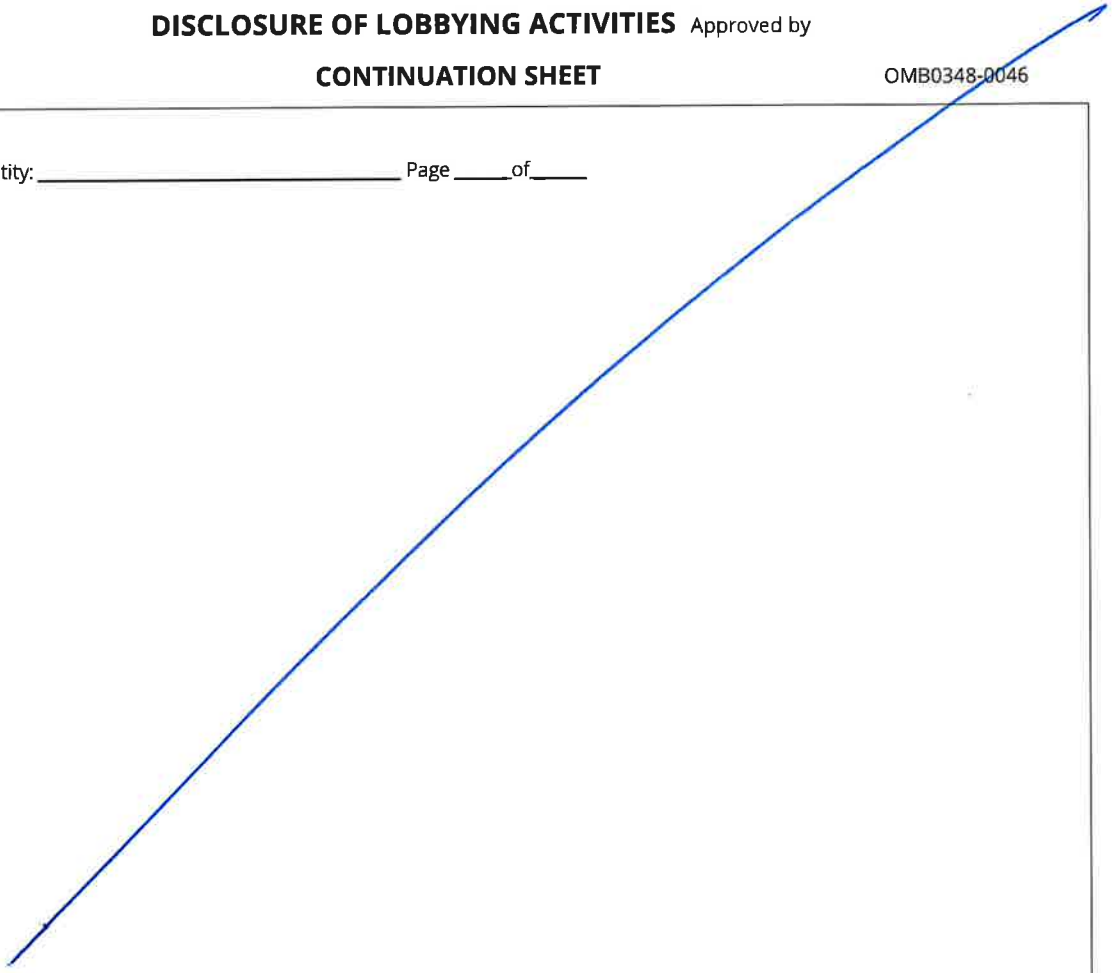
1. Type of Federal Action: <input type="checkbox"/> a. Contract a. Grant b. Cooperative agreement c. Loan d. Loan guarantee e. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial finding b. material change For Material Change Only year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: CEQA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) (attach Continuation Sheet(s) SF-LLL4, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL4, if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL4, if necessary)					
15. Continuation Sheet(s) SF-LLL4 attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: JASON A. MORDHORST, PRESIDENT Title: _____ Telephone No. 808-581-3600		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

10/1/19

DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page ____ of ____



Authorized for Local Reproduction
Standard Form - LLL-A

City of San Diego

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439

ADDENDUM A



FOR

OTAY MESA TRUCK ROUTE PHASE IV

BID NO.:	<u>K-20-1717-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-11060</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>ID</u>
FEDERAL AID PROJECT NO.:	<u>HPLUL5004(187)</u>

BID DUE DATE:

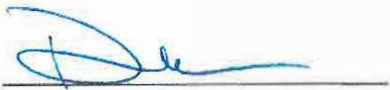
**2:00 PM
OCTOBER 9, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



1) Registered Engineer

9/26/19

Date

Seal:

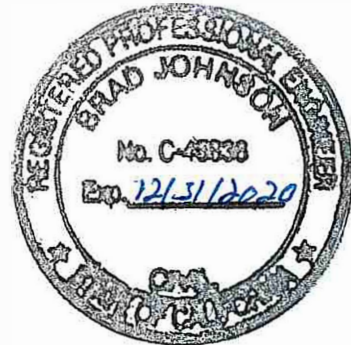


2) For City Engineer

9/26/19

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

B. BIDDER'S QUESTIONS

- Q1. Per the solicitation, page 391, the "Contractor's Certification of Pending Actions", Page 392 looks to be the same document. Please confirm that the Prime Contractor's submitting proposals for this project are not required to submit both documents with their proposals.
- A1. Page 392 has been deleted from the contract. The Prime Contractor is only required to submit one "Contractor's Certification of Pending Actions" document.
- Q2. Per the solicitation, page 395, the "Certification with Regard to the performance of previous contracts or subcontractors" states that we are to have each subcontractor sign and date this document and submit it at the bid opening time. Please allow these documents to be turned in within 4 business day (post bid) along with all other required documentation.
- A2. No. The "Certification with Regard to the performance of previous contracts or subcontractors" form needs to be turned in at the time of bid per the schedule table that begins on page 6 of the contract documents.
- Q3. Please provide cross-sections showing the existing and final design so we can perform an earthwork takeoff. This information is critical to get accurate quantities, especially since the Unclassified Excavation items are Final Pay items.
- A3. A 1st Generation PDF has been provided which shows the existing contours. Quantities can be developed using the proposed cross-sections and profiles.

C. ATTACHMENTS

1. To Attachment D, Funding Agency Provisions, Item 21, Caltrans Standard Specifications (1-12), Division 1 General Provisions, Section 8 Prosecution and Progress, Subsection 8-1.01, General, Item 8-1.10, Liquidated Damages, Subitem 8-1.10D, Beginning of Work, Time of Completion and Liquidated Damages, paragraph 3, page 139, **DELETE** in its entirety and **SUBSTITUTE** with the following:

The Contractor shall pay to the City the sum of **\$1000** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

D. CERTIFICATIONS AND FORMS

1. To Electronically Submitted Forms, page 389, **DELETE** in its entirety and **SUBSTITUTE** with page 6 of this Addendum.
2. To Electronically Submitted Forms, **ADD** Debarment and Suspension Certification, pages 7 through 8 of this Addendum
3. To Electronically Submitted Forms, Contractor's Certification of Pending Actions, page 392, **DELETE** in its entirety.

E. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 601, Temporary Traffic Control for Construction and Maintenance Work Zones, page 184, **ADD** the following:

601-3.6.4 Barricades. To the "WHITEBOOK" ADD the following:

5. You shall place "OPEN TRENCH" signs (C27(CA)) on Type 3 Barricade within the construction Work zone, ahead of any Work areas with open trenches that are greater than 3 inches in depth, in accordance with California MUTCD SECTION 6F.103 (CA). The barricades shall be placed in a continuous manner

and shall prevent pedestrian, vehicular, and biker access to the open trench area.

F. PLANS

1. To Drawing Numbers **37414-01-D** through **37414-29-D** and **37414-T1** through **37414-T4**, **DELETE** in their entirety and **REPLACE** with pages 10 through 42 of this Addendum.

G. ADDITIONAL CHANGES

1. To Required Documents Schedule During Bidding and Award, Item 4, page 5, **DELETE** in its entirety and **SUBSTITUTE** with the following:

ITEM	WHEN DUE	FROM	DOCUMENT TO BE SUBMITTED
4.	At Time of Bid	ALL BIDDERS	Debarment and Suspension Certification

James Nagelvoort, Director
Public Works Department

Dated: *September 27, 2019*
San Diego, California

JN/AJ/mlw

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATE, TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**
- E. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**
- F. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- G. NON-LOBBYING CERTIFICATION**
- H. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- I. DEBARMENT AND SUSPENSION CERTIFICATION**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

DEBARMENT AND SUSPENSION CERTIFICATION

EFFECT OF DEBARMENT OR SUSPENSION

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

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

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

NAME	TITLE
Jason A. Mordhorst	President
W.S. Rogers	Exec. V.P./Asst. Secretary
Mark Thander	VP of Operations
Emmanuel C. Gavino	Treasurer / Secretary

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.

HAZARD CONSTRUCTION COMPANY

Contractor Name: _____

Certified By: JASON A. MORDHORST, PRESIDENT Title _____

Name

Signature _____ Date 10/7/19

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

Names of the Principal individual owner(s)

FOR SUBCONTRACTORS/SUPPLIERS/MANUFACTURERS

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: _____

Certified By _____ Title _____

Name

Date _____

Signature

USE ADDITIONAL FORMS AS NECESSARY

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA 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 SD&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SD&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) 6.19
HYDROLOGIC UNIT / WATERSHED TUJUNANA RIVER
HYDROLOGIC SUBAREA NAME & NO. (WATER TANKS HSA) 911.12
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
TRADITIONAL RISK LEVEL 1 2 3
LUP; RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

ABBREVIATIONS

ABAND	ABANDON	PL, P	PROPERTY LINE
ABAND'D	ABANDONED	PROP	PROPOSED
BTWN	BETWEEN	PVC	POLYVINYL CHLORIDE
CATV	CABLE TV	RCB	REINFORCED CONCRETE BOX
CSDSD	CITY OF SAN DIEGO STANDARD DRAWING	RCP	REINFORCED CONCRETE PIPE
CSP	CALTRANS STANDARD PLANS	RET	RETAINING
C	CENTER LINE	RSP	REVISED STANDARD PLAN
CONC	CONCRETE	RT	RIGHT
COND	CONDUIT	SD	STORM DRAIN
EL, ELEV	ELEVATION	SDRS	SAN DIEGO REGIONAL STANDARD DRAWING
ELEC	ELECTRIC	\$	SURVEY LINE
EOG	EDGE OF GUTTER	SWR	SEWER
EX, EXIST	EXISTING	TEL	TELEPHONE
ETW	EDGE TRAVELLED WAY	TOC	TOP OF CURB
FG	FINISH GRADE	TOF	TOP OF FOOTING
HP	HIGH PRESSURE	TW	TOP OF WALL
MH	MANHOLE	UNK	UNKNOWN
OG	ORIGINAL GROUND		
PERF	PERFORATED		

FIELD DATA

BENCHMARK: NWBP OTAY CENTER DR. & CUSTOM HOUSE PLAZA
ELEV.=514.19
BASIS OF BEARINGS / COORDINATES:
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING ROS 14492 NAD 83 FEET, ZONE 6 (EPOCH 91.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH CALVRS BASE STATION LOCATED AT OMR AND CONSTRAINING TO GPS I& GPS 209 IE: S72°44'30"E.
DATUM: MEAN SEA LEVEL PER FARNSWORTH SURVEY REFERENCED BELOW
REFERENCES: FARNSWORTH WO 177850, 138-1773, 10/30/02 C. DOWLING WO 526821, 140-1785, 3/10/05
MAP: 1936, 10124, 11612, 12308, 12488, 12659, 12707, 15466, 15548
ROS: 3935, 15289, 15618, 16826, 17171, 17617
DWG: 15046-U, 1710-B, 17143-B, 18253-B, 19977-B, 20345-B, 20687-B, 23573-D, 23745-D, 23746-D, 27284-D

SHEET INDEX

SEE SHEET 37414-02-D

DISCIPLINE CODE

- G GENERAL
- S STRUCTURAL
- C CIVIL
- E ELECTRICAL
- T TRAFFIC CONTROL
- L LANDSCAPE

STREET CLASSIFICATION

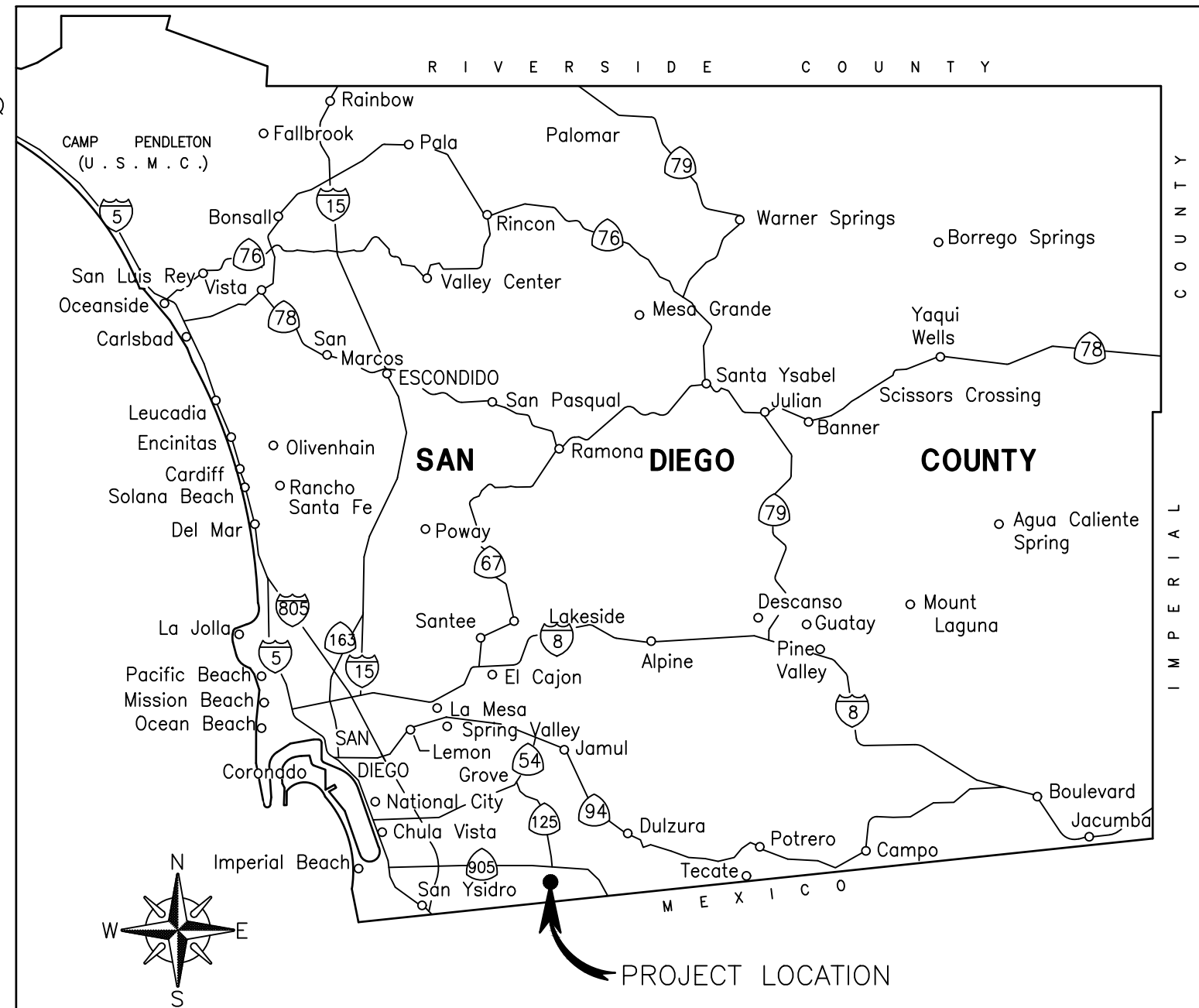
STREET NAME: OTAY TRUCK ROUTE
STREET CLASSIFICATION: TRUCK ROUTE, ADT=1,590

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

7/23/2019
DATE

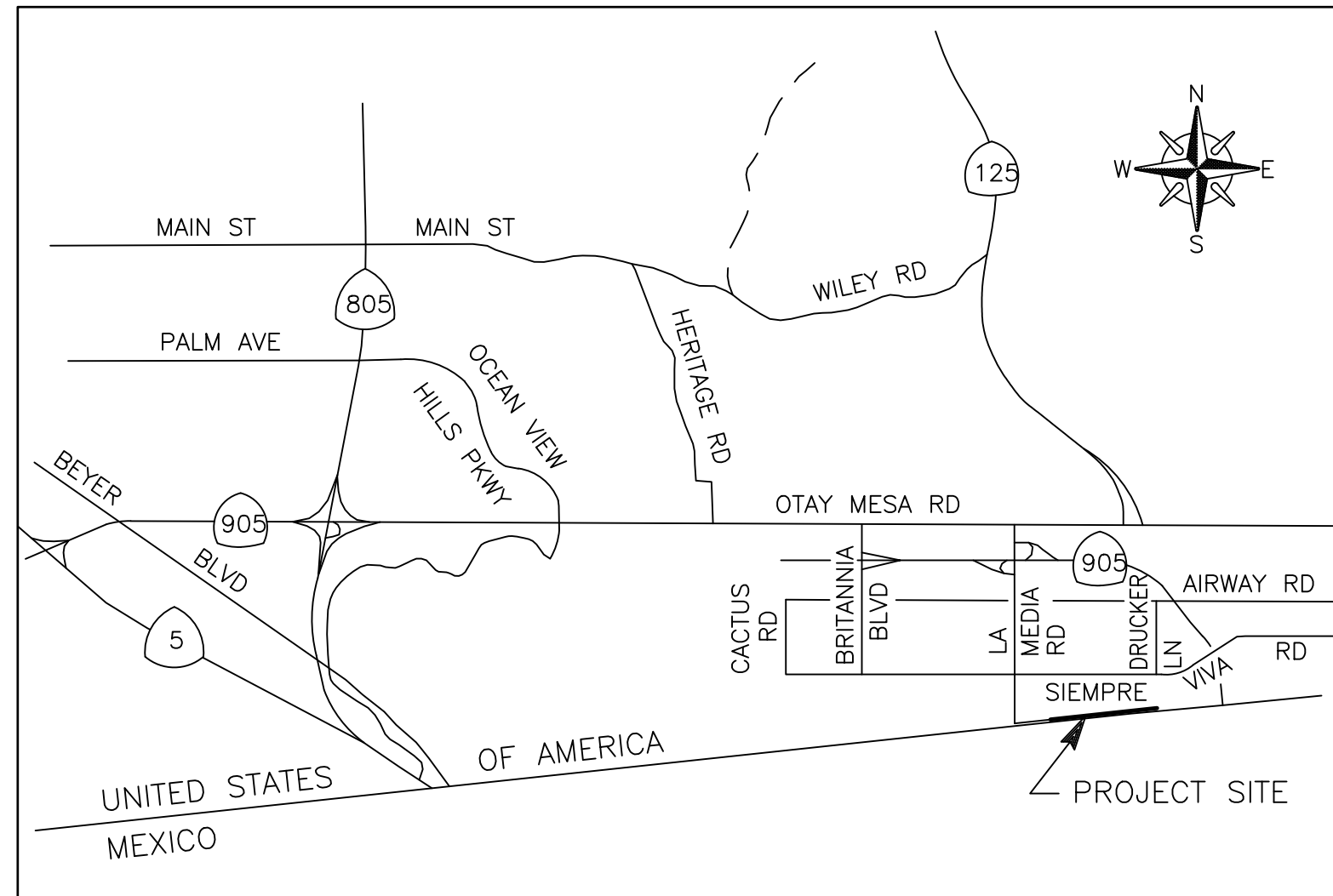
DOMENIC J. LUPO, R.C.E. 59560, EXP 12/31/19

PLANS FOR THE IMPROVEMENT OF OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN FEDERAL-AID PROJECT ID: HPLUL 5004(187)



VICINITY MAP

NOT TO SCALE

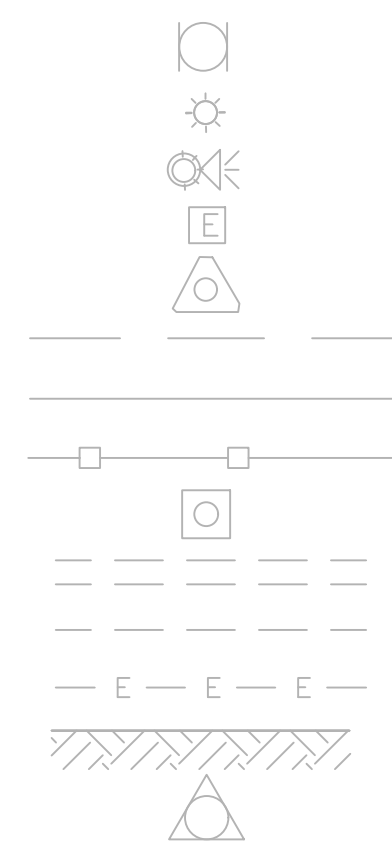


LOCATION MAP

NOT TO SCALE

EXISTING STRUCTURES

- EX FIRE HYDRANT
- EX STREET LIGHT
- EX TRAFFIC SIGNAL
- EX ELEC MANHOLE
- EX ELEC RISER
- EX CONC BARRIER
- EX FENCE
- EX SECONDARY BORDER FENCE
- EX SD MANHOLE
- EX RCP (SIZES SHOWN ON PLANS)
- EX PROPERTY LINE
- EX ELECTRICAL CONDUIT
- EX GROUND LINE (PROFILE)
- EX SURVEY MONUMENT



REFERENCE:

PLAN	DWG. NO.	WO. NO.
OTAY MESA TRUCK ROUTE	30262-D	526820
OTAY MESA TRUCK ROUTE PHASE 3	32555-D	526821
SIEMPRE VIVA ROAD	30195-D	991009
KERNS STREET	30198-D	991011

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
MEDIAN CURB	SDG-154, TYPE B-1	=====
CURB AND GUTTER	SDG-151, TYPE G	=====
GRAVITY RETAINING WALL	SDRS C-9, TYPE A	=====
RETAINING WALL	CSP RSP B3-4A, TYPE 5 (CASE 1)	=====
K-RAIL	CSP A63A	=====
CRASH CUSHION	ABSORB 350 OR APP'D EQUAL	=====
DAYLIGHT LINE		=====
PROPOSED FENCE	SDM-112	=====
CATCH BASIN TYPE 'F'	SDD-114, SDD-119, M-1	=====
CATCH BASIN TYPE 'I'	D-13, D-15, D-29	=====
TYPE 'A' & 'B' C.O.	D-9, D-10, SDD-114	=====
8" PERFORATED PVC PIPE		=====
STORM DRAIN	SDD-110, D-61	=====
ROADWAY	CSP P-1	=====
CURB CUT INLET		=====
RAIN GARDEN		=====
CONCRETE BERM AND RIPRAP		=====
CONSTRUCTION LAYDOWN AREA		=====
PROPOSED PROPERTY LINE		=====
LIMITS OF WORK / ESA FENCE		=====
FIRE HYDRANT		=====
CHAINLINK FENCE (WITHOUT VINYL COATING)		=====
SURVEY MONUMENT	M-10, M-10A, M-10B	=====

MONUMENTATION/SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT (BUSINESS AND PROFESSIONS CODE SECTION 8771). IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

G-1

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
COVER SHEET**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 01 OF 29 SHEETS		WBS <u>S-11060</u>
APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME DATE: 7/23/2019 DATE: C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED
ORIGINAL	AECOM	<i>Brad Johnson</i>
		DATE: 7/23/2019
CONTRACTOR		DATE STARTED
INSPECTOR		DATE COMPLETED
		37414-01-D

CONSULTANT

TRANSPORTATION

AECOM

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T #1-619-610-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

SPEC. NO. 1717

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 99560
Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

7/23/2019

CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.

WARNING

0 1

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

The City of
SAN DIEGO

Transportation and
Storm Water

ENVIRONMENTAL / MITIGATION REQUIREMENTS:

A. GENERAL REQUIREMENTS

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: NOT APPLICABLE.

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, APPLICANT IS ALSO REQUIRED TO CALL RE AND MMC AT 858-627-3360

2. MMPR COMPLIANCE: THIS PROJECT, PROJECT TRACKING SYSTEM (PTS) NUMBER 202998 AND/OR ENVIRONMENTAL DOCUMENT NUMBER 202998, SHALL CONFORM TO THE MITIGATION REQUIREMENTS CONTAINED IN THE ASSOCIATED ENVIRONMENTAL DOCUMENT AND IMPLEMENTED TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT'S (DSD) 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: ARMY CORPS OF ENGINEERS (ACOE), U.S. FISH & WILDLIFE SERVICE (USFWS), CALIFORNIA DEPARTMENT OF FISH & WILDLIFE (CDFW), REGIONAL WATER QUALITY CONTROL BOARD (RWQCB)

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:

Table with 3 columns: ISSUE AREA, DOCUMENT SUBMITTAL, ASSOCIATED INSPECTION/APPROVALS/NOTES. Rows include GENERAL, LAND USE, BIOLOGY, and BOND RELEASE.

C. SPECIFIC MMPR ISSUE AREA CONDITIONS/REQUIREMENTS

BIOLOGICAL RESOURCES (RESOURCE PROTECTION DURING CONSTRUCTION)

I. PRIOR TO CONSTRUCTION OR A NOTICE TO PROCEED, WHICHEVER IS APPLICABLE:

A. BIOLOGIST VERIFICATION: THE OWNER/PERMITEE SHALL PROVIDE A LETTER TO THE CITY'S MMC SECTION STATING THAT A PROJECT BIOLOGIST (QUALIFIED BIOLOGIST) AS DEFINED IN THE CITY OF SAN DIEGO'S BIOLOGICAL GUIDELINES (2012), HAS BEEN RETAINED TO IMPLEMENT THE PROJECT'S BIOLOGICAL MONITORING PROGRAM. THE LETTER SHALL INCLUDE THE NAMES AND CONTACT INFORMATION OF ALL PERSONS INVOLVED IN THE BIOLOGICAL MONITORING OF THE PROJECT.

B. PRECONSTRUCTION MEETING: THE QUALIFIED BIOLOGIST SHALL ATTEND THE PRECONSTRUCTION MEETING, DISCUSS THE PROJECT'S BIOLOGICAL MONITORING PROGRAM, AND ARRANGE TO PERFORM ANY FOLLOW UP MITIGATION MEASURES AND REPORTING INCLUDING SITE-SPECIFIC MONITORING, RESTORATION OR REVEGETATION, AND ADDITIONAL FAUNA/FLORA SURVEYS/SALVAGE.

C. BIOLOGICAL DOCUMENTS: THE QUALIFIED BIOLOGIST SHALL SUBMIT ALL REQUIRED DOCUMENTATION TO MMC VERIFYING THAT ANY SPECIAL MITIGATION REPORTS INCLUDING BUT NOT LIMITED TO, MAPS, PLANS, SURVEYS, SURVEY TIMELINES, OR BUFFERS ARE COMPLETED OR SCHEDULED PER CITY BIOLOGY GUIDELINES, MULTIPLE SPECIES CONSERVATION PROGRAM (MSCP), ENVIRONMENTALLY SENSITIVE LANDS ORDINANCE (ESL), PROJECT PERMIT CONDITIONS; CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA); ENDANGERED SPECIES ACTS (ESAS); AND/OR OTHER LOCAL, STATE OR FEDERAL REQUIREMENTS.

D. BIOLOGICAL CONSTRUCTION MITIGATION/MONITORING EXHIBIT: THE QUALIFIED BIOLOGIST SHALL PRESENT A BIOLOGICAL CONSTRUCTION MITIGATION/MONITORING EXHIBIT (BOME) WHICH INCLUDES THE BIOLOGICAL DOCUMENTS IN C ABOVE. IN ADDITION, INCLUDE: RESTORATION/REVEGETATION PLANS, PLANT SALVAGE/RELOCATION REQUIREMENTS (E.G. COASTAL CACTUS WREN PLANT SALVAGE, BURROWING OWL EXCLUSIONS, ETC.), AVIAN OR OTHER WILDLIFE SURVEYS/SURVEY SCHEDULES (INCLUDING GENERAL AVIAN NESTING AND USFWS PROTOCOL), TIMING OF SURVEYS, WETLAND BUFFERS, AVIAN CONSTRUCTION AVOIDANCE AREAS/NOISE BUFFERS/ BARRIERS, OTHER IMPACT AVOIDANCE AREAS, AND ANY SUBSEQUENT REQUIREMENTS DETERMINED BY THE QUALIFIED BIOLOGIST AND THE CITY ASSISTANT DEPUTY DIRECTOR (ADD)/MMC. THE BOME SHALL INCLUDE A SITE PLAN, WRITTEN AND GRAPHIC DEPICTION OF THE PROJECT'S BIOLOGICAL MITIGATION/MONITORING PROGRAM, AND A SCHEDULE. THE BOME SHALL BE APPROVED BY MMC AND REFERENCED IN THE CONSTRUCTION DOCUMENTS.

E. AVIAN PROTECTION REQUIREMENTS: 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 SURVEY SHALL BE CONDUCTED WITHIN 10 CALENDAR DAYS PRIOR TO THE START OF CONSTRUCTION ACTIVITIES (INCLUDING REMOVAL OF VEGETATION). THE APPLICANT SHALL SUBMIT THE RESULTS OF THE PRE-CONSTRUCTION SURVEY TO CITY DSD FOR REVIEW AND APPROVAL PRIOR TO INITIATING ANY CONSTRUCTION ACTIVITIES. IF NESTING BIRDS ARE DETECTED, A LETTER REPORT OR MITIGATION PLAN IN CONFORMANCE WITH THE CITY'S BIOLOGY GUIDELINES AND APPLICABLE STATE AND FEDERAL LAW (I.E. APPROPRIATE FOLLOW UP SURVEYS, MONITORING SCHEDULES, CONSTRUCTION AND NOISE BARRIERS/BUFFERS, ETC.) SHALL BE PREPARED AND INCLUDE PROPOSED MEASURES TO BE IMPLEMENTED TO ENSURE THAT TAKE OF BIRDS OR EGGS OR DISTURBANCE OF BREEDING ACTIVITIES IS AVOIDED. THE REPORT OR MITIGATION PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL AND IMPLEMENTED TO THE SATISFACTION OF THE CITY. THE CITY'S MMC SECTION 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.

F. RESOURCE DELINEATION: PRIOR TO CONSTRUCTION ACTIVITIES, THE QUALIFIED BIOLOGIST SHALL SUPERVISE THE PLACEMENT OF ORANGE CONSTRUCTION FENCING OR EQUIVALENT ALONG THE LIMITS OF DISTURBANCE ADJACENT TO SENSITIVE BIOLOGICAL HABITATS AND VERIFY COMPLIANCE WITH ANY OTHER PROJECT CONDITIONS AS SHOWN ON THE BOME. THIS PHASE SHALL INCLUDE FLAGGING PLANT SPECIMENS AND DELIMITING BUFFERS TO PROTECT SENSITIVE BIOLOGICAL RESOURCES (E.G., HABITATS/FLORA & FAUNA SPECIES, INCLUDING NESTING BIRDS) DURING CONSTRUCTION. APPROPRIATE STEPS/CARE SHOULD BE TAKEN TO MINIMIZE ATTRACTION OF NEST PREDATORS TO THE SITE.

G. EDUCATION: PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, THE QUALIFIED BIOLOGIST SHALL MEET WITH THE OWNER/PERMITEE OR DESIGNEE AND THE CONSTRUCTION CREW AND CONDUCT AN ON-SITE EDUCATIONAL SESSION REGARDING THE NEED TO AVOID IMPACTS OUTSIDE OF THE APPROVED CONSTRUCTION AREA AND TO PROTECT SENSITIVE FLORA AND FAUNA (E.G., EXPLAIN THE AVIAN AND WETLAND BUFFERS, FLAG SYSTEM FOR REMOVAL OF INVASIVE SPECIES OR RETENTION OF SENSITIVE PLANTS, AND CLARIFY ACCEPTABLE ACCESS ROUTES/METHODS AND STAGING AREAS, ETC.).

II. DURING CONSTRUCTION

A. MONITORING: ALL CONSTRUCTION (INCLUDING ACCESS/STAGING AREAS) SHALL BE RESTRICTED TO AREAS PREVIOUSLY IDENTIFIED, PROPOSED FOR DEVELOPMENT/STAGING, OR PREVIOUSLY DISTURBED AS SHOWN ON "EXHIBIT A" AND/OR THE BOME. THE QUALIFIED BIOLOGIST SHALL MONITOR CONSTRUCTION ACTIVITIES AS NEEDED TO ENSURE THAT CONSTRUCTION ACTIVITIES DO NOT ENCROACH INTO BIOLOGICALLY SENSITIVE AREAS, OR CAUSE OTHER SIMILAR DAMAGE, AND THAT THE WORK PLAN HAS BEEN AMENDED TO ACCOMMODATE ANY SENSITIVE SPECIES LOCATED DURING THE PRE-CONSTRUCTION SURVEYS. IN ADDITION, THE QUALIFIED BIOLOGIST SHALL DOCUMENT FIELD ACTIVITY VIA THE CONSULTANT SITE VISIT RECORD (CSVr). THE CSVr SHALL BE E-MAILED TO MMC ON THE 1ST DAY OF MONITORING, THE 1ST WEEK OF EACH MONTH, THE LAST DAY OF MONITORING, AND IMMEDIATELY IN THE CASE OF ANY UNDOCCUMENTED CONDITION OR DISCOVERY.

B. SUBSEQUENT RESOURCE IDENTIFICATION: THE QUALIFIED BIOLOGIST SHALL NOTE/ACT TO PREVENT ANY NEW DISTURBANCES TO HABITAT, FLORA AND/OR FAUNA ONSITE (E.G., FLAG PLANT SPECIMENS FOR AVOIDANCE DURING ACCESS, ETC.) IF ACTIVE NESTS OR OTHER PREVIOUSLY UNKNOWN SENSITIVE RESOURCES ARE DETECTED, ALL PROJECT ACTIVITIES THAT DIRECTLY IMPACT THE RESOURCE SHALL BE DELAYED UNTIL SPECIES SPECIFIC LOCAL, STATE OR FEDERAL REGULATIONS HAVE BEEN DETERMINED AND APPLIED BY THE QUALIFIED BIOLOGIST.

POST CONSTRUCTION MEASURES

A. IN THE EVENT THAT IMPACTS EXCEED PREVIOUSLY ALLOWED AMOUNTS, ADDITIONAL IMPACTS SHALL BE MITIGATED IN ACCORDANCE WITH CITY BIOLOGY GUIDELINES, ESL AND MSCP, STATE CEQA, AND OTHER APPLICABLE LOCAL, STATE AND FEDERAL LAW. THE QUALIFIED BIOLOGIST SHALL SUBMIT A FINAL BOME/REPORT TO THE SATISFACTION OF THE CITY ADD/MMC WITHIN 30 DAYS OF CONSTRUCTION COMPLETION.

BIOLOGICAL RESOURCES (GENERAL BIRDS)

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 PRECONSTRUCTION SURVEY, NO FURTHER MITIGATION IS REQUIRED.

BIOLOGICAL RESOURCES (WESTERN BURROWING OWL)

I. PRIOR TO A NOTICE TO PROCEED OR BID OPENING/BID AWARD, WHICHEVER IS APPLICABLE:

1. AS THIS PROJECT HAS BEEN DETERMINED TO BE BURROWING OWL (BUOW) OCCUPIED OR TO HAVE BUOW OCCUPATION POTENTIAL, THE PERMIT HOLDER SHALL SUBMIT EVIDENCE TO THE ADD OF LAND DEVELOPMENT REVIEW VERIFYING THAT A BIOLOGIST POSSESSING QUALIFICATIONS PURSUANT "STAFF REPORT ON BURROWING OWL MITIGATION, STATE OF CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF FISH AND GAME, MARCH 7, 2012 (HEREAFTER REFERRED AS CDFG 2012, STAFF REPORT); PLEASE NOTE, IN 2013, CDFG BECAME CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE OR CDFW), HAS BEEN RETAINED TO IMPLEMENT A BURROWING OWL CONSTRUCTION IMPACT AVOIDANCE PROGRAM.
2. THE QUALIFIED BUOW BIOLOGIST (OR THEIR DESIGNATED BIOLOGICAL REPRESENTATIVE) SHALL ATTEND THE PRE-CONSTRUCTION MEETING TO INFORM CONSTRUCTION PERSONNEL ABOUT THE CITY'S BUOW REQUIREMENTS AND SUBSEQUENT SURVEY SCHEDULE.

II. PRIOR TO START OF CONSTRUCTION:

1. THE PERMIT HOLDER AND QUALIFIED BIOLOGIST MUST ENSURE THAT INITIAL PRE-CONSTRUCTION/TAKE AVOIDANCE SURVEYS OF THE PROJECT "SITE" ARE COMPLETED BETWEEN 14 AND 30 DAYS BEFORE INITIAL CONSTRUCTION ACTIVITIES, INCLUDING BRUSHING, CLEARING, GRUBBING, OR GRADING OF THE PROJECT SITE; REGARDLESS OF THE TIME OF THE YEAR. "SITE" MEANS THE PROJECT SITE AND THE AREA WITHIN A RADIUS OF 450 FEET OF THE PROJECT SITE. THE REPORT SHALL BE SUBMITTED AND APPROVED BY THE WILDLIFE AGENCIES AND/OR CITY MSCP STAFF PRIOR TO CONSTRUCTION OR BUOW EVICTION(S) AND SHALL INCLUDE MAPS OF THE PROJECT SITE AND BUOW LOCATIONS ON AERIAL PHOTOS.
2. THE PRE-CONSTRUCTION SURVEY SHALL FOLLOW THE METHODS DESCRIBED IN CDFG 2012, STAFF REPORT - APPENDIX D.
3. 24 HOURS PRIOR TO COMMENCEMENT OF GROUND DISTURBING ACTIVITIES, THE QUALIFIED BIOLOGIST SHALL VERIFY RESULTS OF PRECONSTRUCTION TAKE AVOIDANCE SURVEYS. VERIFICATION SHALL BE PROVIDED TO THE CITY'S MMC SECTION. IF RESULTS OF THE PRECONSTRUCTION SURVEYS HAVE CHANGED AND BUOW ARE PRESENT IN AREAS NOT PREVIOUSLY IDENTIFIED, IMMEDIATE NOTIFICATION TO THE CITY AND WILDLIFE AGENCIES SHALL BE PROVIDED PRIOR TO GROUND DISTURBING ACTIVITIES.

III. DURING CONSTRUCTION:

1. BEST MANAGEMENT PRACTICES SHALL BE EMPLOYED AS BUOWS ARE KNOWN TO USE OPEN PIPES, CULVERTS, EXCAVATED HOLES, AND OTHER BURROW-LIKE STRUCTURES AT CONSTRUCTION SITES. LEGALLY PERMITTED ACTIVE CONSTRUCTION PROJECTS WHICH ARE BUOW OCCUPIED AND HAVE FOLLOWED ALL PROTOCOL IN THIS MITIGATION SECTION, OR SITES WITHIN 450 FEET OF OCCUPIED BUOW AREAS, SHOULD UNDERTAKE MEASURES TO DISCOURAGE BUOWS FROM RECOLONIZING PREVIOUSLY OCCUPIED AREAS OR COLONIZING NEW PORTIONS OF THE SITE. SUCH MEASURES INCLUDE, BUT ARE NOT LIMITED TO, ENSURING THAT THE ENDS OF ALL PIPES AND CULVERTS ARE COVERED WHEN THEY ARE NOT BEING WORKED ON, AND COVERING RUBBLE PILES, DIRT PILES, DITCHES, AND BERMS.

2. ON-GOING BUOW DETECTION - IF BUOWS OR ACTIVE BURROWS ARE NOT DETECTED DURING THE PRE-CONSTRUCTION SURVEYS, SECTION "A" BELOW SHALL BE FOLLOWED. IF BUOWS OR BURROWS ARE DETECTED DURING THE PRE-CONSTRUCTION SURVEYS, SECTION "B" SHALL BE FOLLOWED. NEITHER THE MSCP SUBAREA PLAN NOR THIS MITIGATION SECTION ALLOWS FOR ANY BUOWS TO BE INJURED OR KILLED OUTSIDE OR WITHIN THE (MULTI-HABITAT PLANNING AREA (MHFA)); IN ADDITION, IMPACTS TO BUOWS WITHIN THE MHFA MUST BE AVOIDED.

A. POST SURVEY FOLLOW UP IF BURROWING OWLS AND/OR SIGNS OF ACTIVE NATURAL OR ARTIFICIAL BURROWS ARE NOT DETECTED DURING THE INITIAL PRE-CONSTRUCTION SURVEY - MONITORING THE SITE FOR NEW BURROWS IS REQUIRED USING APPENDIX D PROTOCOL FOR THE PERIOD FOLLOWING THE INITIAL PRE-CONSTRUCTION SURVEY, UNTIL CONSTRUCTION IS SCHEDULED TO BE COMPLETE AND IS COMPLETE (NOTE - USING A PROJECTED COMPLETION DATE (THAT IS AMENDED IF NEEDED) WILL ALLOW DEVELOPMENT OF A MONITORING SCHEDULE WHICH ADHERES TO THE REQUIRED NUMBER OF SURVEYS IN THE DETECTION PROTOCOL)

- i) IF NO ACTIVE BURROWS ARE FOUND BUT BUOWS ARE OBSERVED TO OCCASIONALLY (1-3 SIGHTINGS) USE THE SITE FOR ROOSTING OR FORAGING, THEY SHOULD BE ALLOWED TO DO SO WITH NO CHANGES IN THE CONSTRUCTION OR CONSTRUCTION SCHEDULE.
ii) IF NO ACTIVE BURROWS ARE FOUND BUT BUOWS ARE OBSERVED DURING FOLLOW UP MONITORING TO REPEATEDLY (4 OR MORE SIGHTINGS) USE THE SITE FOR ROOSTING OR FORAGING, THE CITY'S MMC SECTION SHALL BE NOTIFIED AND ANY PORTION OF THE SITE WHERE OWLS HAVE BEEN SITES AND THAT HAS NOT BEEN GRADED OR OTHERWISE DISTURBED SHALL BE AVOIDED UNTIL FURTHER NOTICE.
iii) IF A BUOW BEGINS USING A BURROW ON THE SITE AT ANY TIME AFTER THE INITIAL PRE-CONSTRUCTION SURVEY, PROCEDURES DESCRIBED IN SECTION B MUST BE FOLLOWED.
iv) ANY ACTIONS OTHER THAN THESE REQUIRE THE APPROVAL OF THE CITY AND THE WILDLIFE AGENCIES.

B. POST SURVEY FOLLOW UP IF BURROWING OWLS AND/OR ACTIVE NATURAL OR ARTIFICIAL BURROWS ARE DETECTED DURING THE INITIAL PRE-CONSTRUCTION SURVEY - MONITORING THE SITE FOR NEW BURROWS IS REQUIRED USING APPENDIX D CDFG 2012, STAFF REPORT FOR THE PERIOD FOLLOWING THE INITIAL PRE-CONSTRUCTION SURVEY, UNTIL CONSTRUCTION IS SCHEDULED TO BE COMPLETE AND IS COMPLETE (NOTE - USING A PROJECTED COMPLETION DATE (THAT IS AMENDED IF NEEDED) WILL ALLOW DEVELOPMENT OF A MONITORING SCHEDULE WHICH ADHERES TO THE REQUIRED NUMBER OF SURVEYS IN THE DETECTION PROTOCOL).

- i) THIS SECTION (B) APPLIES ONLY TO SITES (INCLUDING BIOLOGICALLY DEFINED TERRITORY) WHOLLY OUTSIDE OF THE MHFA - ALL DIRECT AND INDIRECT IMPACTS TO BUOWS WITHIN THE MHFA SHALL BE AVOIDED.
ii) IF ONE OR MORE BUOWS ARE USING ANY BURROWS (INCLUDING PIPES, CULVERTS, DEBRIS PILES ETC.) ON OR WITHIN 300 FEET OF THE PROPOSED CONSTRUCTION AREA, THE CITY'S MMC SECTION SHALL BE CONTACTED. THE CITY'S MMC SECTION SHALL CONTACT THE WILDLIFE AGENCIES REGARDING EVICTION/COLLAPSING BURROWS AND ENLIST APPROPRIATE CITY BIOLOGIST FOR ON-GOING COORDINATION WITH THE WILDLIFE AGENCIES AND THE QUALIFIED CONSULTING BUOW BIOLOGIST. NO CONSTRUCTION SHALL OCCUR WITHIN 300 FEET OF AN ACTIVE BURROW WITHOUT WRITTEN CONCURRENCE FROM THE WILDLIFE AGENCIES. THIS DISTANCE MAY INCREASE OR DECREASE, DEPENDING ON THE BURROW'S LOCATION IN RELATION TO THE SITE'S TOPOGRAPHY, AND OTHER PHYSICAL AND BIOLOGICAL CHARACTERISTICS.

A) OUTSIDE THE BREEDING SEASON - IF THE BUOW IS USING A BURROW ON SITE OUTSIDE THE BREEDING SEASON (I.E. SEPTEMBER 1 - JANUARY 31), THE BUOW MAY BE EVICTED AFTER THE QUALIFIED BUOW BIOLOGIST HAS DETERMINED VIA FIBER OPTIC CAMERA OR OTHER APPROPRIATE DEVICE, THAT NO EGGS, YOUNG, OR ADULTS ARE IN THE BURROW AND WRITTEN CONCURRENCE FROM THE WILDLIFE AGENCIES FOR EVICTION IS OBTAINED PRIOR TO IMPLEMENTATION.

B) DURING BREEDING SEASON - IF A BUOW IS USING A BURROW ON-SITE DURING THE BREEDING SEASON (FEB 1-AUG 31), CONSTRUCTION SHALL NOT OCCUR WITHIN 300 FEET OF THE BURROW UNTIL THE YOUNG HAVE FLEDGED AND ARE NO LONGER DEPENDENT ON THE BURROW, AT WHICH TIME THE BUOWS CAN BE EVICTED. EVICTION REQUIRES WRITTEN CONCURRENCE FROM THE WILDLIFE AGENCIES PRIOR TO IMPLEMENTATION.

3. SURVEY REPORTING DURING CONSTRUCTION - DETAILS OF CONSTRUCTION SURVEYS AND EVICTIONS (IF APPLICABLE) CARRIED OUT SHALL BE IMMEDIATELY (WITHIN 5 WORKING DAYS OR SOONER) REPORTED TO THE CITY'S MMC SECTION AND THE WILDLIFE AGENCIES AND MUST BE PROVIDED IN WRITING (AS BY E-MAIL) AND ACKNOWLEDGED TO HAVE BEEN RECEIVED BY THE REQUIRED AGENCIES AND DSD STAFF MEMBER(S).

IV. POST CONSTRUCTION:

1. DETAILS OF THE ALL SURVEYS AND ACTIONS UNDERTAKEN ON-SITE WITH RESPECT TO BUOWS (I.E. OCCUPATION, EVICTION, LOCATIONS ETC.) SHALL BE REPORTED TO THE CITY'S MMC SECTION AND THE WILDLIFE AGENCIES WITHIN 21 DAYS POST-CONSTRUCTION AND PRIOR TO THE RELEASE OF ANY GRADING BONDS. THIS REPORT MUST INCLUDE SUMMARIES OFF ALL PREVIOUS REPORTS FOR THE SITE; AND MAPS OF THE PROJECT SITE AND BUOW LOCATIONS ON AERIAL PHOTOS.

BIOLOGICAL RESOURCES (VERNAL POOL PROTECTION DURING CONSTRUCTION)

PRIOR TO GRADING AND/OR CONSTRUCTION ACTIVITIES, WHICHEVER IS APPLICABLE, THE QUALIFIED BIOLOGIST SHALL IMPLEMENT THE FOLLOWING MEASURES AND VERIFY COMPLIANCE WITH ANY OTHER PROJECT CONDITIONS AS SHOWN ON THE BOME.

- 1. PLACEMENT OF SEDIMENT FENCING INTENDED TO PROTECT VERNAL POOLS SHALL IMPLEMENTED IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP).
2. TRENCHING WITHIN VERNAL POOL WATERSHED AREAS SHALL BE PRECLUDED.
3. ALL VERNAL POOLS WITHIN 500 FEET OF THE PROJECT FOOTPRINT SHALL BE IDENTIFIED AND LABELED AS "ENVIRONMENTALLY SENSITIVE AREAS" ON PROJECT CONSTRUCTION PLANS. OCCUPIED HABITAT SHALL BE CLEARLY MARKED IN THE FIELD WITH MARKERS AND EXCLUSION FENCING. KNOWN POPULATIONS AND RESTRICTED AREAS SHALL BE MONITORED BY THE PROJECT BIOLOGIST (FAMILIAR WITH THE HABITAT OF THE SPECIES) DURING CONSTRUCTION.
4. PRIOR TO CONSTRUCTION, A PREAPPROVED AND QUALIFIED FAIRY SHIMP BIOLOGIST SHALL COORDINATE WITH USFWS TO IDENTIFY AND IMPLEMENT LOCATION-SPECIFIC AVOIDANCE AND MINIMIZATION MEASURES.
5. A BIOLOGICAL MONITOR SHALL BE PROVIDED TO OBSERVE ALL CONSTRUCTION WORK IN THE VICINITY OF VERNAL POOLS.

SHEET INDEX

Table with 4 columns: SHEET NO., DISC. CODE, TITLE, LIMITS. Lists sheets 01-29 and 22-25, including cover sheet, cross sections, landscape plans, and general notes.

SHEET INDEX

G-2

DISCIPLINE CODE

Legend for Discipline Code: G GENERAL, C DEMOLITION, D CIVIL, L LANDSCAPE, A ARCHITECTURAL, S STRUCTURAL, M MECHANICAL, E ELECTRICAL, I INSTRUMENTATION, T TRAFFIC CONTROL.

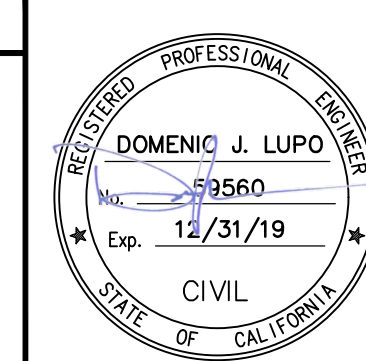
OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN SHEET INDEX

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 02 OF 29 SHEETS

WBS S-11060

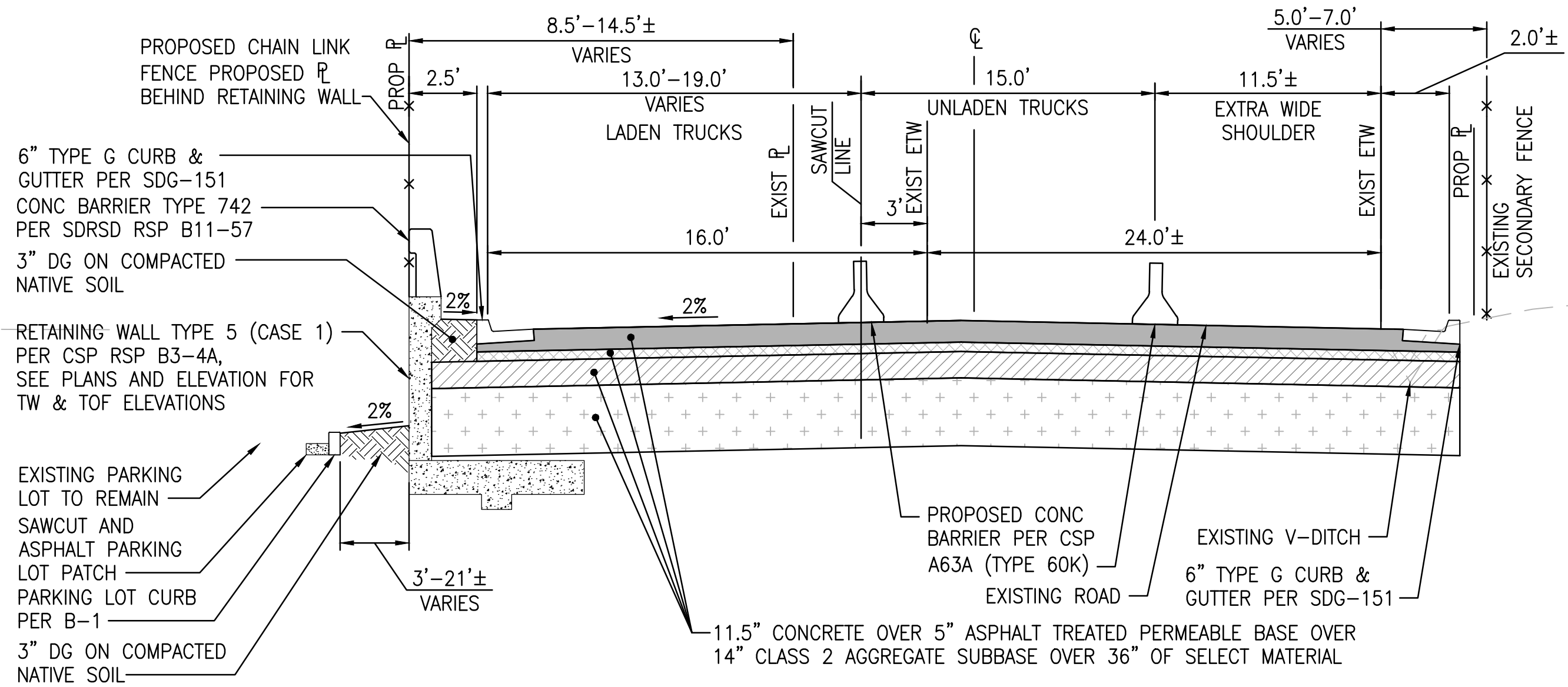
Approval and tracking table with columns for APPROVED, FOR CITY ENGINEER, BRAD JOHNSON, PRINT DCE NAME, DATE, DATE STARTED, DATE COMPLETED, and SHEET INDEX.

CONSULTANT

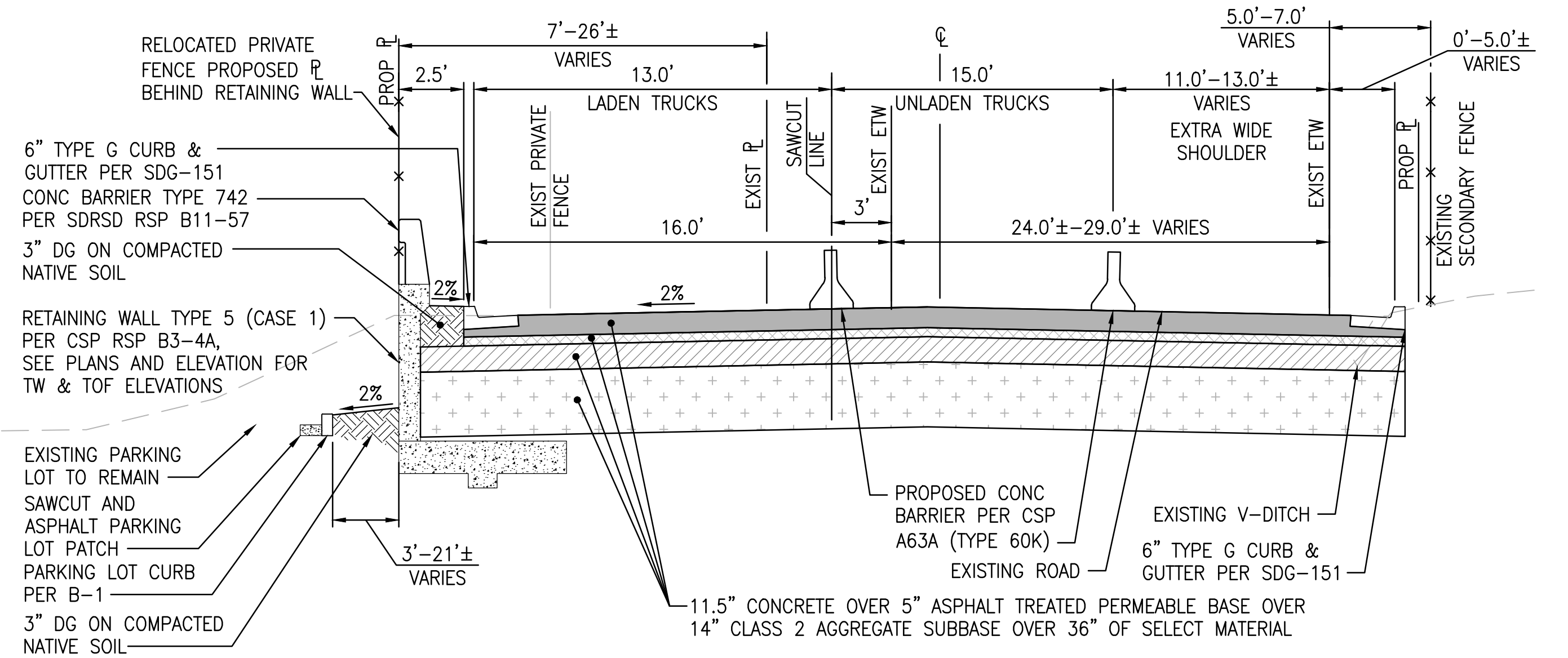


ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

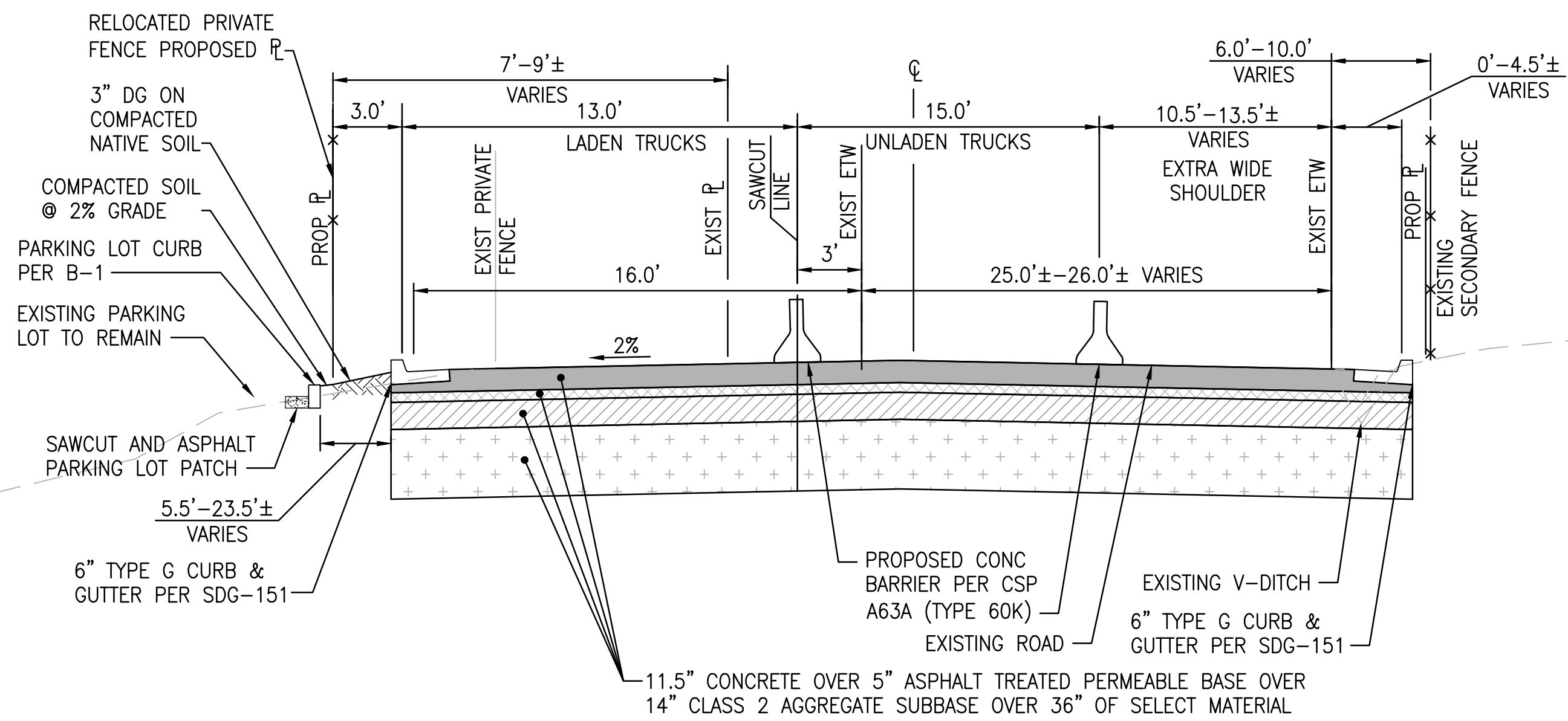
7/23/2019



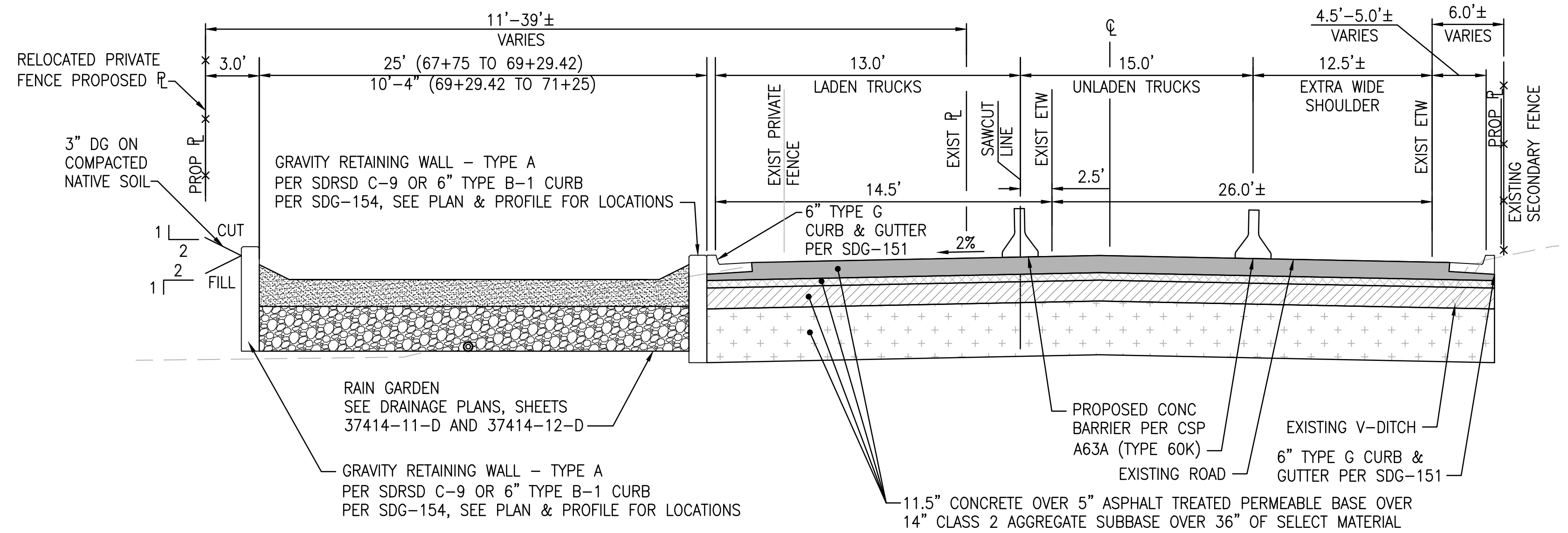
OTAY TRUCK ROUTE PHASE IV - STA 55+49.30 TO 55+89.38,
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 55+89.39 TO 62+84,
71+25 TO 83+17, & 91+80 TO 93+44
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 62+84 TO 67+75,
83+17.08 TO 91+80 & 93+44 TO 94+05.76
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 67+75 TO 71+25
NOT TO SCALE

CROSS SECTIONS

C-1

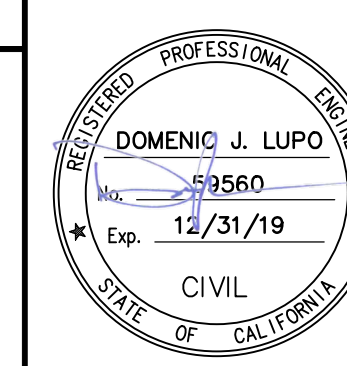
OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
CROSS SECTIONS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 03 OF SHEETS

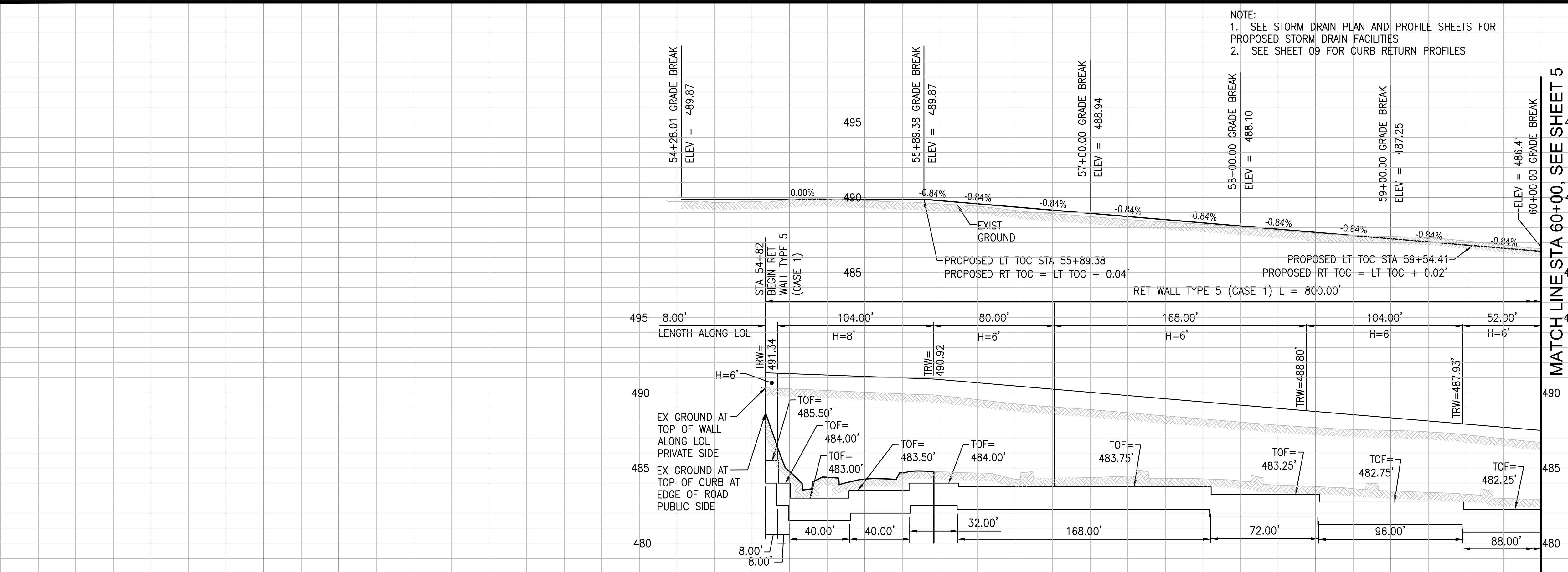
WBS S-11060

APPROVED BY: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	7/23/2019 DATE C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR		DATE STARTED		
INSPECTOR		DATE COMPLETED		
		138-1779 CCS27 COORDINATE		6340407-1778444 CCS83 COORDINATE
		37414-03-D		

CONSULTANT



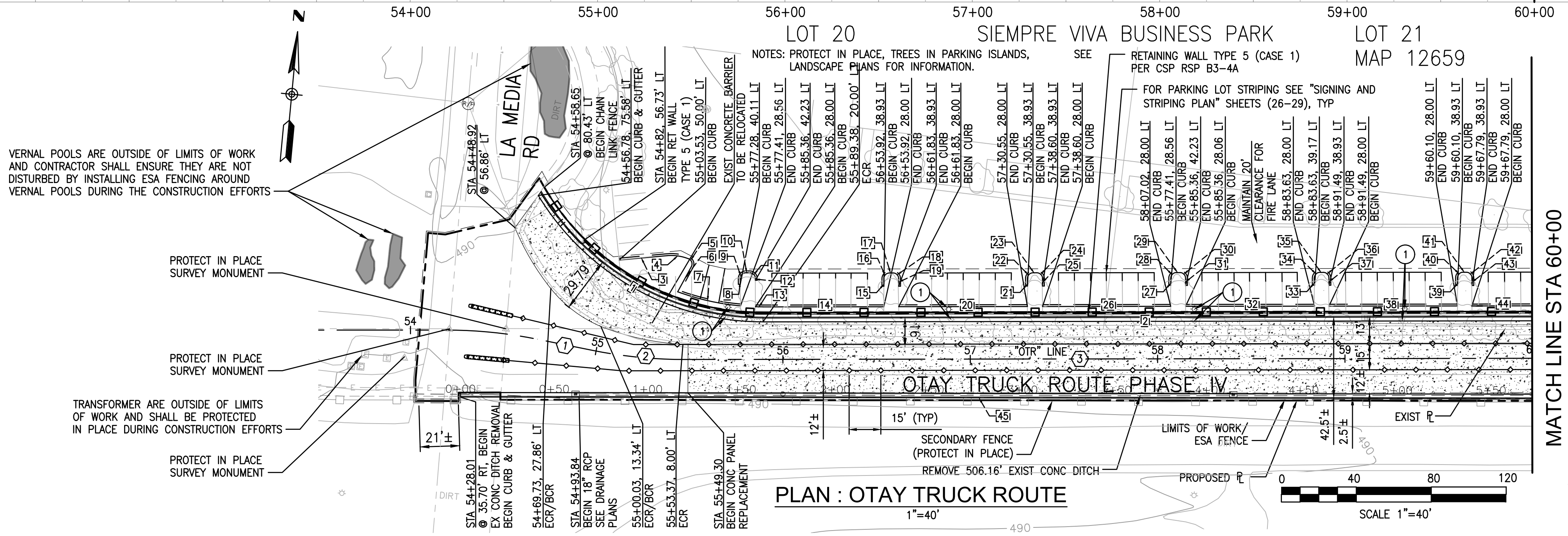
ALL UNITS IN FEET UNLESS OTHERWISE INDICATED



NOTE:
 1. SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES
 2. SEE SHEET 09 FOR CURB RETURN PROFILES

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	S83°57'51"E		30.03'	
2	11°30'28"	246.00	49.41'	
3	N84°31'42"E		452.51'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	59°12'36"	138.00	142.61'	6" CURB PER SDG-151, TYPE G
2	N84°31'42"E		410.45'	6" CURB PER SDG-151, TYPE G
3	N79°23'36"E		25.67'	6" CURB PER SDG-154, TYPE B-1
4	26°46'59"	25.00	11.69	6" CURB PER SDG-154, TYPE B-1
5	96°57'18"	3.00	5.08	6" CURB PER SDG-154, TYPE B-1
6	S23°07'54"W		15.31'	6" CURB PER SDG-154, TYPE B-1
7	14°58'14"	132.00	34.49'	6" CURB PER SDG-154, TYPE B-1
8	S6°07'27"E		3.09'	6" CURB PER SDG-154, TYPE B-1
9	90°42'14"	3.00	4.75'	6" CURB PER SDG-154, TYPE B-1
10	S84°34'47"W		2.28'	6" CURB PER SDG-154, TYPE B-1
11	86°33'26"	3.00	4.53'	6" CURB PER SDG-154, TYPE B-1
12	N5°28'18"W		0.98'	6" CURB PER SDG-154, TYPE B-1
13	1°44'53"	132.00	4.03'	6" CURB PER SDG-154, TYPE B-1
14	N84°31'42"E		64.54'	6" CURB PER SDG-154, TYPE B-1
15	N5°28'18"W		4.07'	6" CURB PER SDG-154, TYPE B-1
16	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
17	N84°31'42"E		1.91'	6" CURB PER SDG-154, TYPE B-1
18	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
19	S5°28'18"E		4.07'	6" CURB PER SDG-154, TYPE B-1
20	N84°31'42"E		68.72'	6" CURB PER SDG-154, TYPE B-1
21	N5°28'18"W		4.07'	6" CURB PER SDG-154, TYPE B-1
22	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
23	N84°31'42"E		2.05'	6" CURB PER SDG-154, TYPE B-1
24	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
25	S5°28'18"E		4.07'	6" CURB PER SDG-154, TYPE B-1
26	N84°31'42"E		68.42'	6" CURB PER SDG-154, TYPE B-1
27	N5°28'18"W		3.83'	6" CURB PER SDG-154, TYPE B-1
28	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
29	N84°31'42"E		1.94'	6" CURB PER SDG-154, TYPE B-1
30	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
31	S5°28'18"E		3.83'	6" CURB PER SDG-154, TYPE B-1



VERNAL POOLS ARE OUTSIDE OF LIMITS OF WORK AND CONTRACTOR SHALL ENSURE THEY ARE NOT DISTURBED BY INSTALLING ESA FENCING AROUND VERNAL POOLS DURING THE CONSTRUCTION EFFORTS

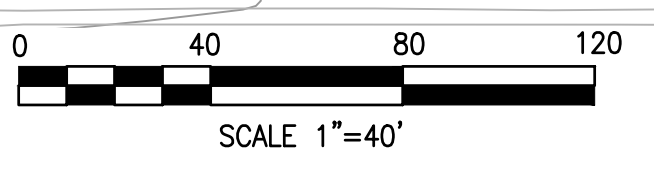
PROTECT IN PLACE SURVEY MONUMENT

PROTECT IN PLACE SURVEY MONUMENT

TRANSFORMER ARE OUTSIDE OF LIMITS OF WORK AND SHALL BE PROTECTED IN PLACE DURING CONSTRUCTION EFFORTS

PROTECT IN PLACE SURVEY MONUMENT

PLAN : OTAY TRUCK ROUTE



CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
32	N84°31'42"E		68.67'	6" CURB PER SDG-154, TYPE B-1
33	N5°28'18"W		3.83'	6" CURB PER SDG-154, TYPE B-1
34	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
35	N84°31'42"E		1.87'	6" CURB PER SDG-154, TYPE B-1
36	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
37	S5°28'18"E		3.83'	6" CURB PER SDG-154, TYPE B-1
38	N84°31'42"E		68.61'	6" CURB PER SDG-154, TYPE B-1

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
39	N5°28'18"W		4.08'	6" CURB PER SDG-154, TYPE B-1
40	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
41	N84°31'42"E		1.70'	6" CURB PER SDG-154, TYPE B-1
42	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
43	S5°28'18"E		4.08'	6" CURB PER SDG-154, TYPE B-1
44	N84°31'42"E		32.06'	6" CURB PER SDG-154, TYPE B-1
45	N84°41'41"E		571.86'	6" CURB PER SDG-151, TYPE G

NOTE:
 1. EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 2. SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

CONSTRUCTION NOTES:

- ① RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

CONSULTANT

TRANSPORTATION

1 COLUMBIA PLACE
 401 WEST A STREET
 SAN DIEGO, CA 92101
 T +1-619-510-7600
 www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

7/23/2019

OTAY TRUCK ROUTE PHASE IV
 LA MEDIA RD TO DRUCKER LN
 PLAN AND PROFILE
 STA 54+00 TO STA 60+00

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 04 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
 FOR CITY ENGINEER
 BRAD JOHNSON
 PRINT DCE NAME C 45836
 RCE #

SUBMITTED BY: BRAD JOHNSON
 PROJECT MANAGER
 CHECKED BY: AMY MILLS
 PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			

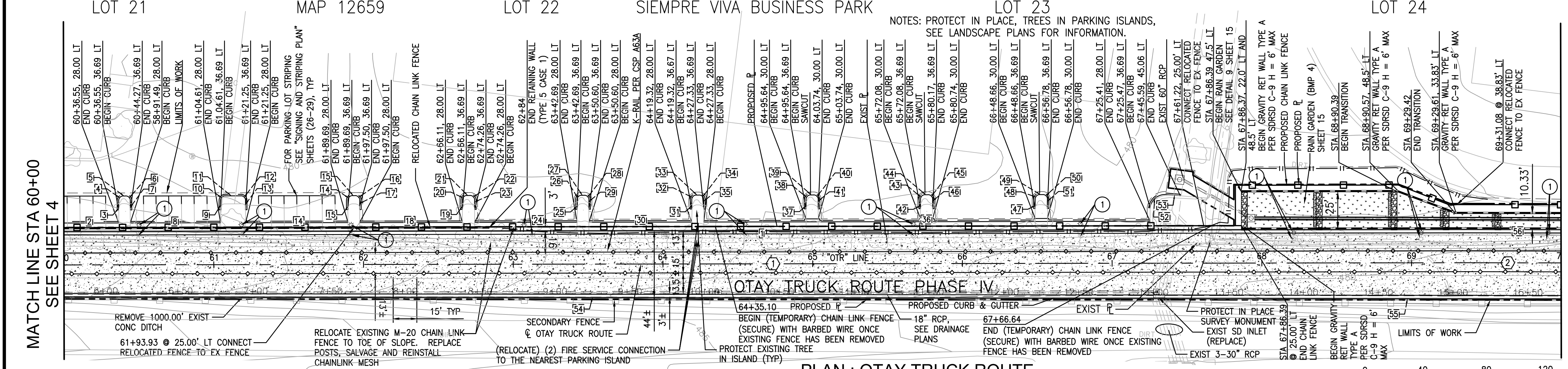
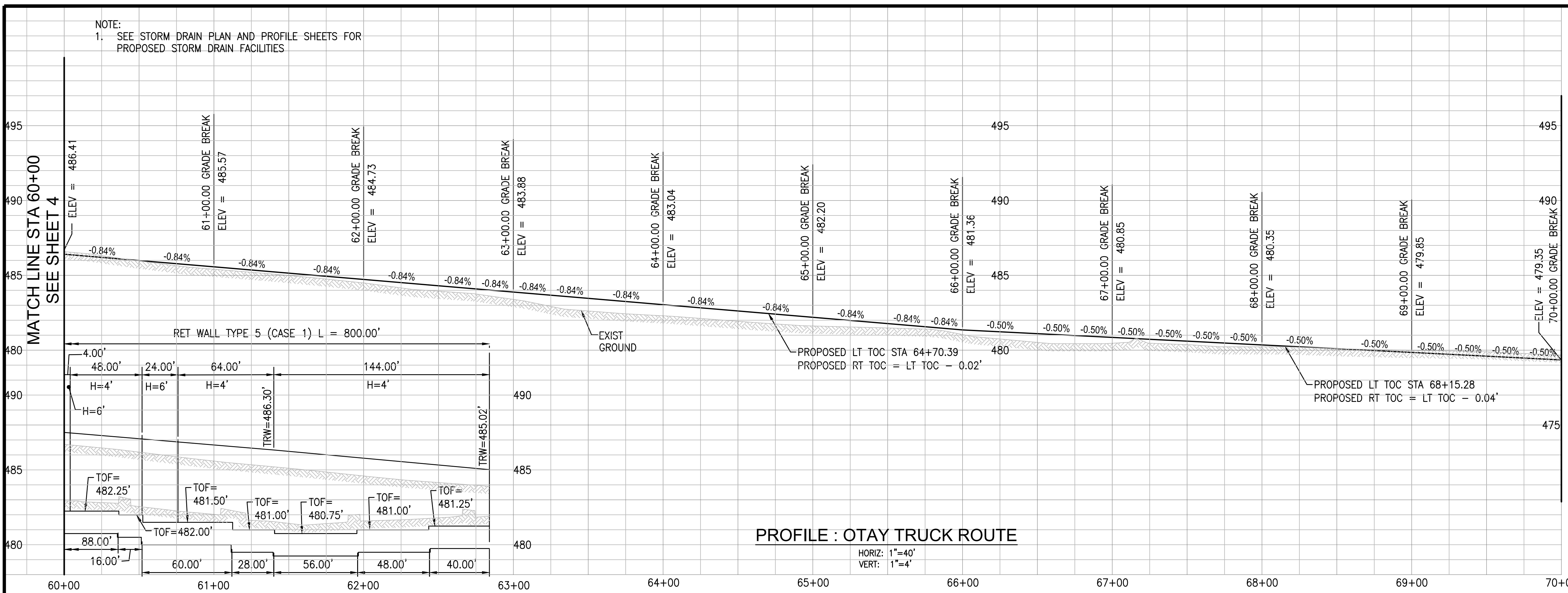
138-1779
 CCS27 COORDINATE
 6340407-1778444
 CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

37414-04-D

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°31'42"E		937.75'	
2	N84°44'29"E		62.25'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°31'42"E		937.95'	6" CURB PER SDG-151, TYPE G
2	N84°31'42"E		36.70'	6" CURB PER SDG-154, TYPE B-1
3	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
4	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
5	N84°31'42"E		1.72'	6" CURB PER SDG-154, TYPE B-1
6	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
7	S5°28'18"E		6.31'	6" CURB PER SDG-154, TYPE B-1
8	N84°31'42"E		60.33'	6" CURB PER SDG-154, TYPE B-1
9	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
10	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
11	N84°31'42"E		10.64'	6" CURB PER SDG-154, TYPE B-1
12	90°00'39"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
13	S5°27'39"E		6.31'	6" CURB PER SDG-154, TYPE B-1
14	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
15	N84°31'42"E		68.44'	6" CURB PER SDG-154, TYPE B-1
16	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
17	S5°28'18"E		6.31'	6" CURB PER SDG-154, TYPE B-1
18	N84°31'42"E		68.60'	6" CURB PER SDG-154, TYPE B-1
19	N5°28'18"W		6.32'	6" CURB PER SDG-154, TYPE B-1
20	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
21	N84°31'42"E		2.15'	6" CURB PER SDG-154, TYPE B-1
22	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
23	S5°28'18"E		6.32'	6" CURB PER SDG-154, TYPE B-1
24	N84°31'42"E		58.68'	6" CURB PER SDG-154, TYPE B-1
25	N5°28'18"W		6.32'	6" CURB PER SDG-154, TYPE B-1
26	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
27	N84°31'42"E		1.92'	6" CURB PER SDG-154, TYPE B-1
28	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
29	S5°28'18"E		6.32'	6" CURB PER SDG-154, TYPE B-1
30	N84°31'42"E		68.72'	6" CURB PER SDG-154, TYPE B-1
31	N5°28'18"W		6.33'	6" CURB PER SDG-154, TYPE B-1
32	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
33	N84°31'42"E		2.00'	6" CURB PER SDG-154, TYPE B-1
34	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1



CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
35	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
36	N84°31'42"E		298.08'	6" CURB PER SDG-154, TYPE B-1
37	N5°15'55"W		6.33'	6" CURB PER SDG-154, TYPE B-1
38	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
39	N84°31'42"E		2.10'	6" CURB PER SDG-154, TYPE B-1
40	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
41	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
42	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
43	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
44	S84°31'42"W		2.09'	6" CURB PER SDG-154, TYPE B-1
45	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
46	N5°33'55"W		6.34'	6" CURB PER SDG-154, TYPE B-1
47	S5°31'10"E		6.33'	6" CURB PER SDG-154, TYPE B-1
48	90°02'52"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
49	S84°31'42"W		2.17'	6" CURB PER SDG-154, TYPE B-1
50	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
51	N4°52'09"W		6.33'	6" CURB PER SDG-154, TYPE B-1
52	88°40'39"	10.00	15.48'	6" CURB PER SDG-154, TYPE B-1
53	S89°25'51"W		9.36'	6" CURB PER SDG-154, TYPE B-1
54	N84°41'41"E		714.59'	6" CURB PER SDG-154, TYPE G
55	N84°41'36"E		285.41'	6" CURB PER SDG-154, TYPE G
56	N84°44'29"E		62.05'	6" CURB PER SDG-154, TYPE B-1

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AECOM

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T: 619-510-7600
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ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 29960
Exp. 12/31/19

CIVIL

7/23/2019

- NOTES:
- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 - FOR CURB OPENING LOCATIONS IN BIOFILTRATION BASIN/RAIN GARDEN, SEE SHEET 11.
 - SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES
- REFERENCE:
ROW ACQUISITIONS: 38693-1-B, 38693-2-B

- CONSTRUCTION NOTES:
- RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 60+00 TO STA 70+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 05 OF 29 SHEETS

WBS S-11060

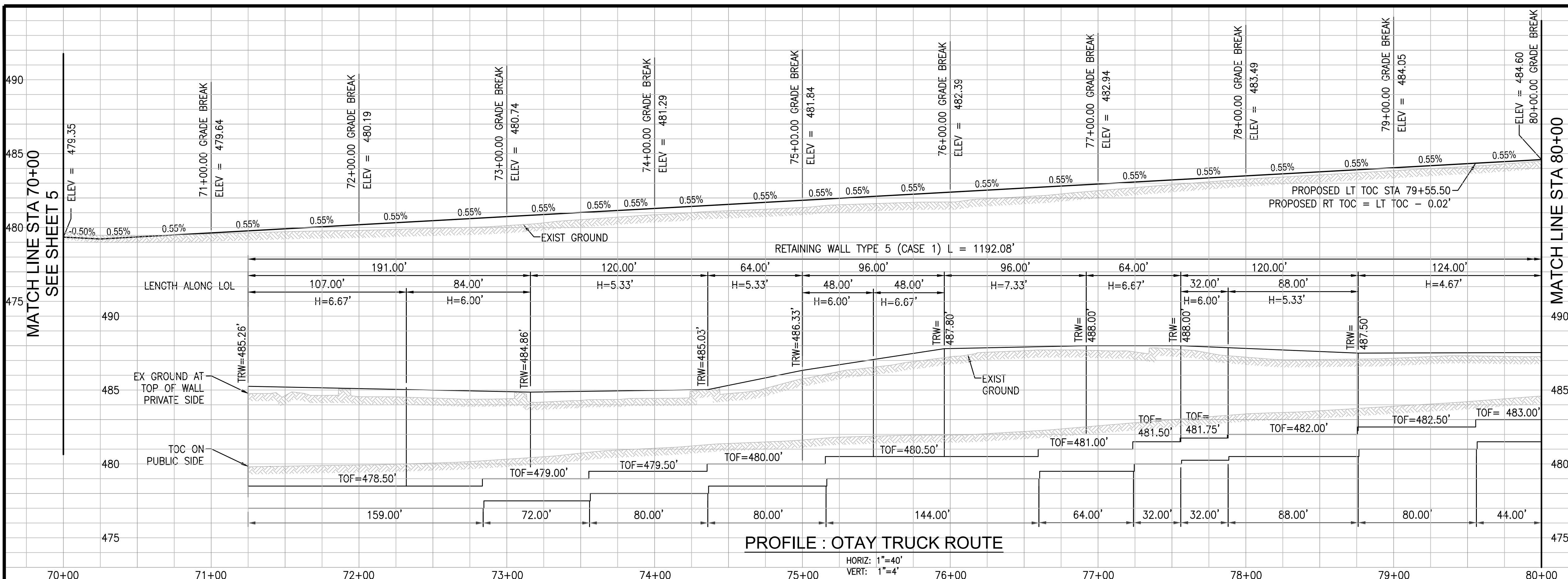
APPROVED: *Brad Johnson* 7/23/2019
FOR CITY ENGINEER: BRAD JOHNSON DATE: 7/23/2019
PRINT DCE NAME: C 45836
RCE #

SUBMITTED BY: BRAD JOHNSON
PROJECT MANAGER
CHECKED BY: AMY MILLS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
AECOM				

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE
37414-05-D

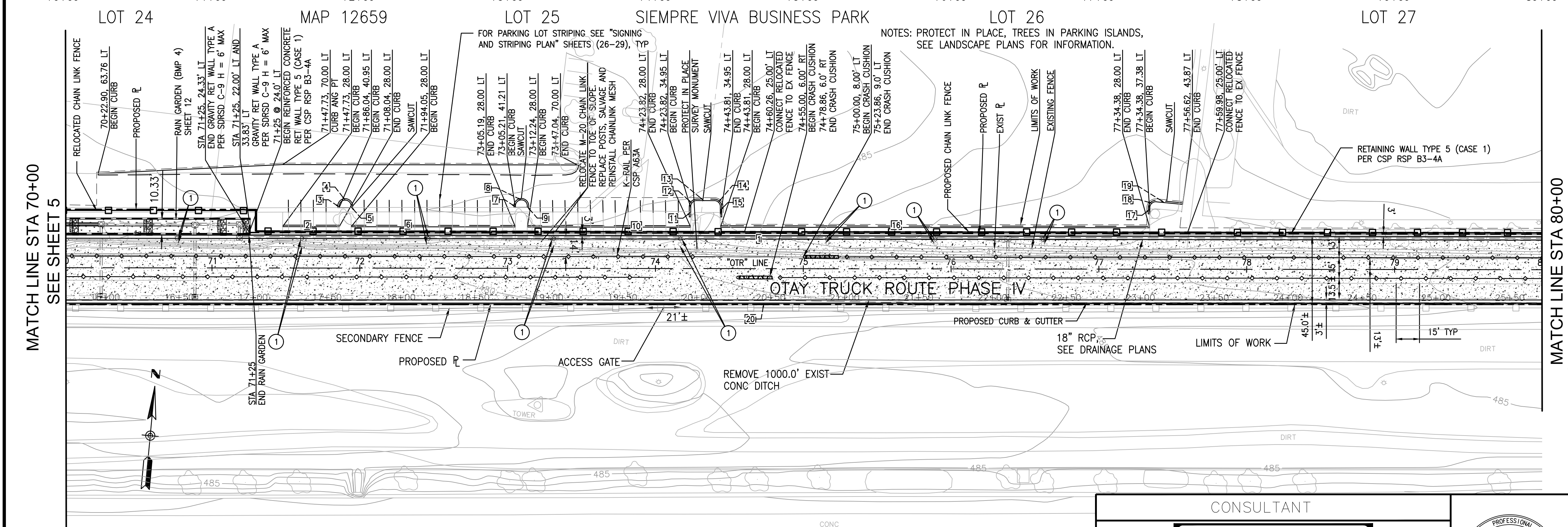
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____



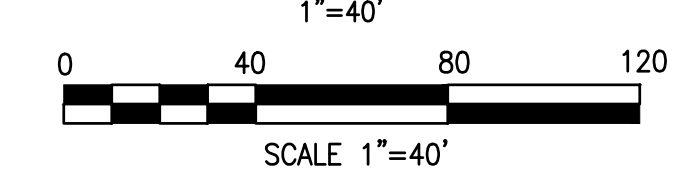
PROFILE : OTAY TRUCK ROUTE

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	6" CURB PER SDG-151, TYPE G
2	N84°44'29"E		38.30'	6" CURB PER SDG-154, TYPE B-1
3	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
4	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
5	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
6	N84°43'42"E		111.15'	6" CURB PER SDG-154, TYPE B-1
7	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
8	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
9	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
10	N84°44'29"E		110.58'	6" CURB PER SDG-154, TYPE B-1
11	N5°15'31"W		7.05'	6" CURB PER SDG-154, TYPE B-1
12	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
13	N84°44'29"E		11.99'	6" CURB PER SDG-154, TYPE B-1
14	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
15	S5°15'31"E		7.05'	6" CURB PER SDG-154, TYPE B-1
16	N84°44'29"E		290.58'	6" CURB PER SDG-154, TYPE B-1
17	N5°15'31"W		4.23'	6" CURB PER SDG-154, TYPE B-1
18	95°27'26"	4.00'	6.66'	6" CURB PER SDG-154, TYPE B-1
19	S89°48'05"E		17.87'	6" CURB PER SDG-154, TYPE B-1
20	N84°39'57"E		1000.00'	6" CURB PER SDG-154, TYPE G



PLAN : OTAY TRUCK ROUTE



- CONSTRUCTION NOTES:**
- 1. RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

NOTE:

- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
- FOR CURB OPENING LOCATIONS IN BIOFILTRATION BASIN/RAIN GARDEN, SEE SHEET 12
- SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

REFERENCE:
ROW ACQUISITIONS: 38693-1-B, 38693-2-B

CONSULTANT

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7/23/2019

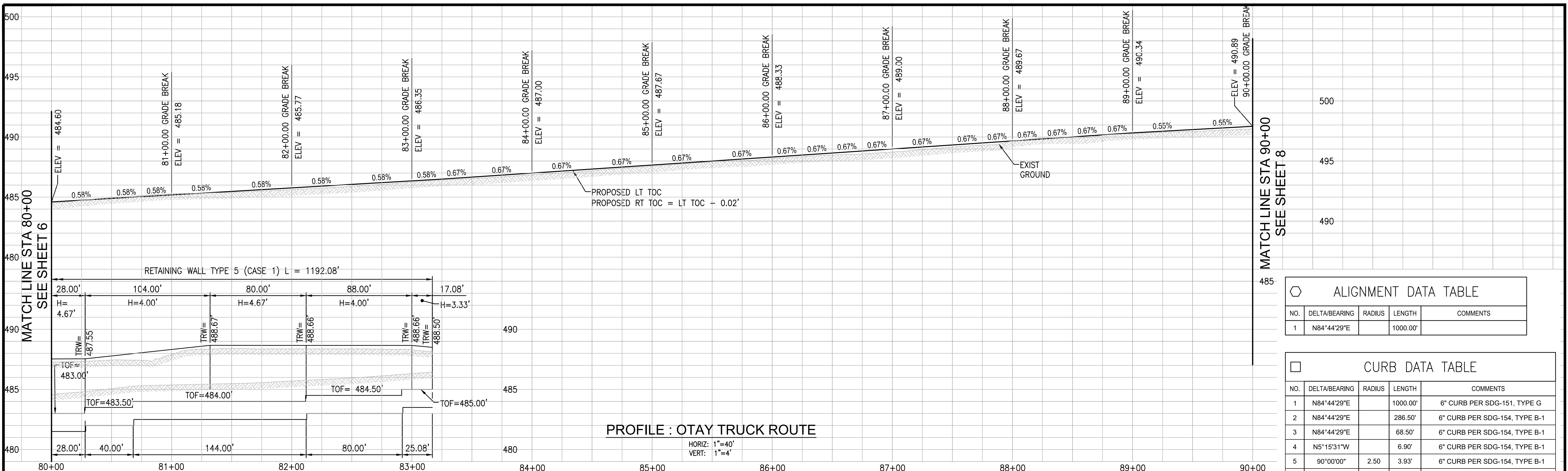
**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 70+00 TO STA 80+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 06 OF 29 SHEETS

WBS S-11060

APPROVED BY: <i>Brad Johnson</i>	DATE: 7/23/2019	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER: BRAD JOHNSON	DATE: C 45836	PROJECT MANAGER: BRAD JOHNSON
PRINT DCE NAME: DOMINIC J. LUJO	RCE #: 29960	CHECKED BY: AMY MILLS
DESCRIPTION: AECOM	APPROVED: []	DATE: []
	FILMED: []	
CONTRACTOR: []		DATE STARTED: []
INSPECTOR: []		DATE COMPLETED: []

PROJECT ENGINEER: 138-1779
CCS27 COORDINATE: 6340407-1778444
CCS83 COORDINATE: 37414-06-D

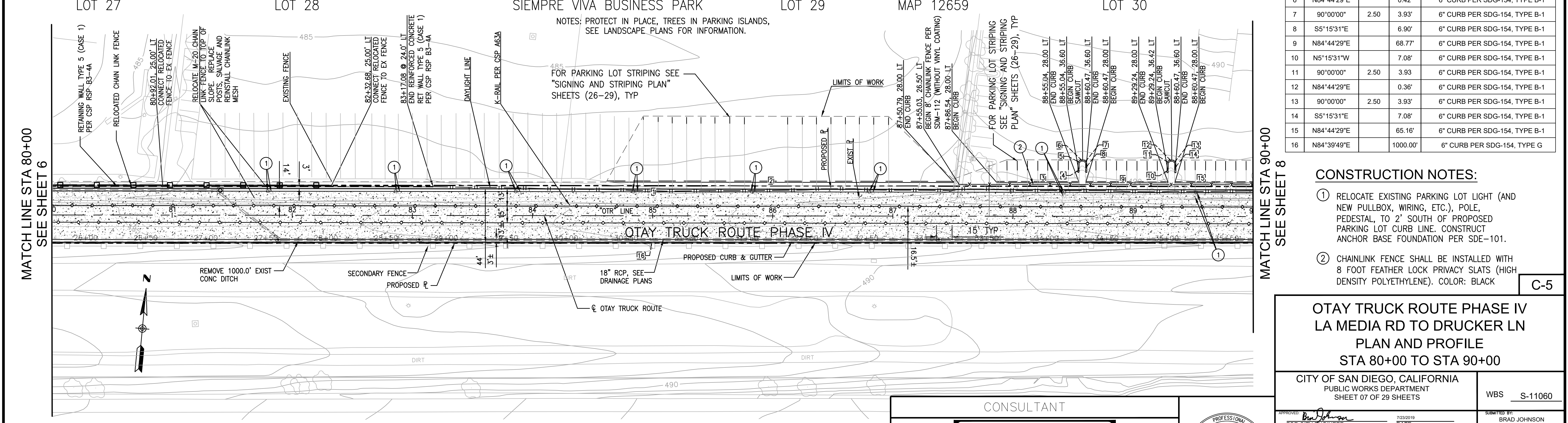


ALIGNMENT DATA TABLE

NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	

CURB DATA TABLE

NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	6" CURB PER SDG-151, TYPE G
2	N84°44'29"E		286.50'	6" CURB PER SDG-154, TYPE B-1
3	N84°44'29"E		68.50'	6" CURB PER SDG-154, TYPE B-1
4	N5°15'31"W		6.90'	6" CURB PER SDG-154, TYPE B-1
5	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
6	N84°44'29"E		0.42'	6" CURB PER SDG-154, TYPE B-1
7	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
8	S5°15'31"E		6.90'	6" CURB PER SDG-154, TYPE B-1
9	N84°44'29"E		68.77'	6" CURB PER SDG-154, TYPE B-1
10	N5°15'31"W		7.08'	6" CURB PER SDG-154, TYPE B-1
11	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
12	N84°44'29"E		0.36'	6" CURB PER SDG-154, TYPE B-1
13	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
14	S5°15'31"E		7.08'	6" CURB PER SDG-154, TYPE B-1
15	N84°44'29"E		65.16'	6" CURB PER SDG-154, TYPE B-1
16	N84°39'49"E		1000.00'	6" CURB PER SDG-154, TYPE G



CONSTRUCTION NOTES:

- RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.
- CHAINLINK FENCE SHALL BE INSTALLED WITH 8 FOOT FEATHER LOCK PRIVACY SLATS (HIGH DENSITY POLYETHYLENE). COLOR: BLACK

**OTAY TRUCK ROUTE PHASE IV
 LA MEDIA RD TO DRUCKER LN
 PLAN AND PROFILE
 STA 80+00 TO STA 90+00**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 07 OF 29 SHEETS		WBS S-11060
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
	AECOM	
CONTRACTOR		DATE STARTED
INSPECTOR		DATE COMPLETED
138-1779 CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE		37414-07-D

CONSULTANT

TRANSPORTATION

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1 COLUMBIA PLACE
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SAN DIEGO, CA 92101
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www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

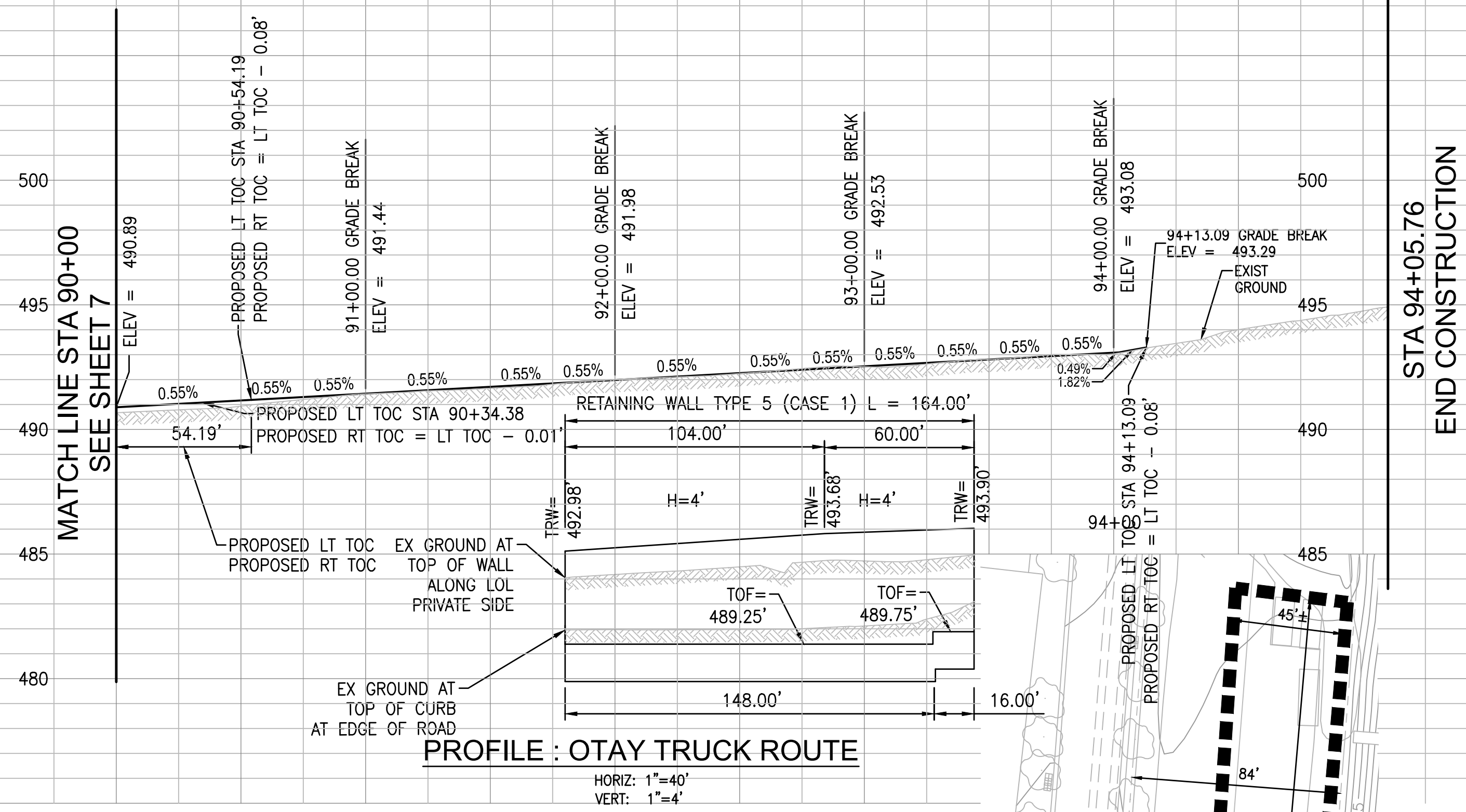
DOMENIC J. LUPO

No. 39560
Exp. 12/31/19

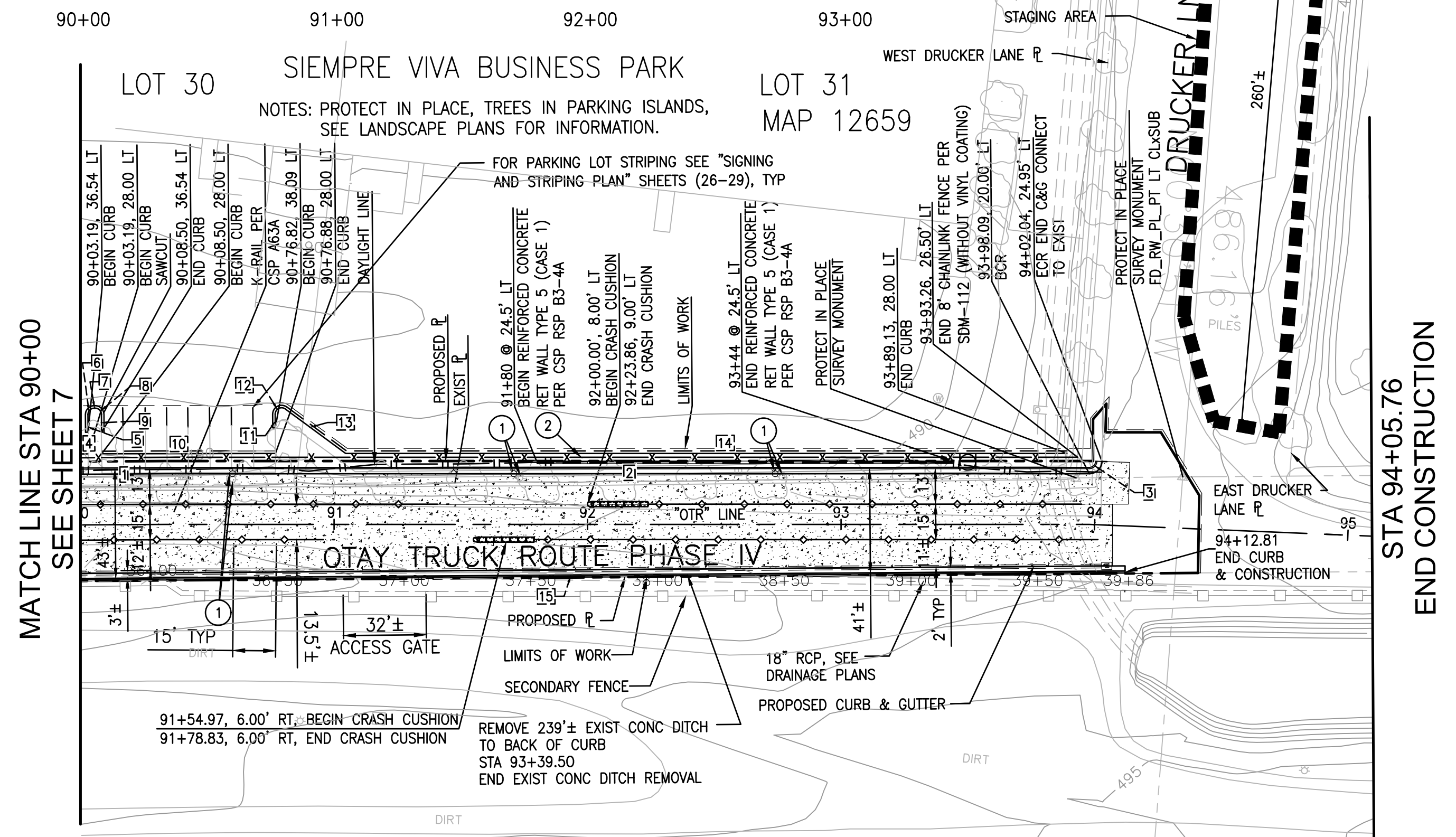
CIVIL

7/23/2019

- NOTE:**
- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 - SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES



PROFILE : OTAY TRUCK ROUTE



PLAN : OTAY TRUCK ROUTE

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		33.52'	
2	N85°04'34"E		364.39'	
3	N87°27'30"E		7.86'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		33.81'	6" CURB PER SDG-151, TYPE G
2	N85°04'34"E		364.45'	6" CURB PER SDG-154, TYPE B-1
3	88°04'51"	3.00	4.61'	6" CURB PER SDG-154, TYPE B-1
4	N84°44'29"E		3.43'	6" CURB PER SDG-154, TYPE B-1
5	N5°15'31"W		6.96'	6" CURB PER SDG-154, TYPE B-1
6	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
7	N84°44'29"E		0.31'	6" CURB PER SDG-154, TYPE B-1
8	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
9	S5°15'31"E		6.96'	6" CURB PER SDG-154, TYPE B-1
10	N84°57'13"E		68.55'	6" CURB PER SDG-154, TYPE B-1
11	N5°15'31"W		5.39'	6" CURB PER SDG-154, TYPE B-1
12	126°41'22"	2.50	5.53'	6" CURB PER SDG-154, TYPE B-1
13	S58°34'09"E		29.54'	6" CURB PER SDG-154, TYPE B-1
14	N85°04'34"E		284.57'	6" CURB PER SDG-154, TYPE B-1
15	N84°39'49"E		412.06'	6" CURB PER SDG-154, TYPE G

CONSTRUCTION NOTES:

- RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.
- CHAINLINK FENCE SHALL BE INSTALLED WITH 8 FOOT FEATHER LOCK PRIVACY SLATS (HIGH DENSITY POLYETHYLENE). COLOR: BLACK

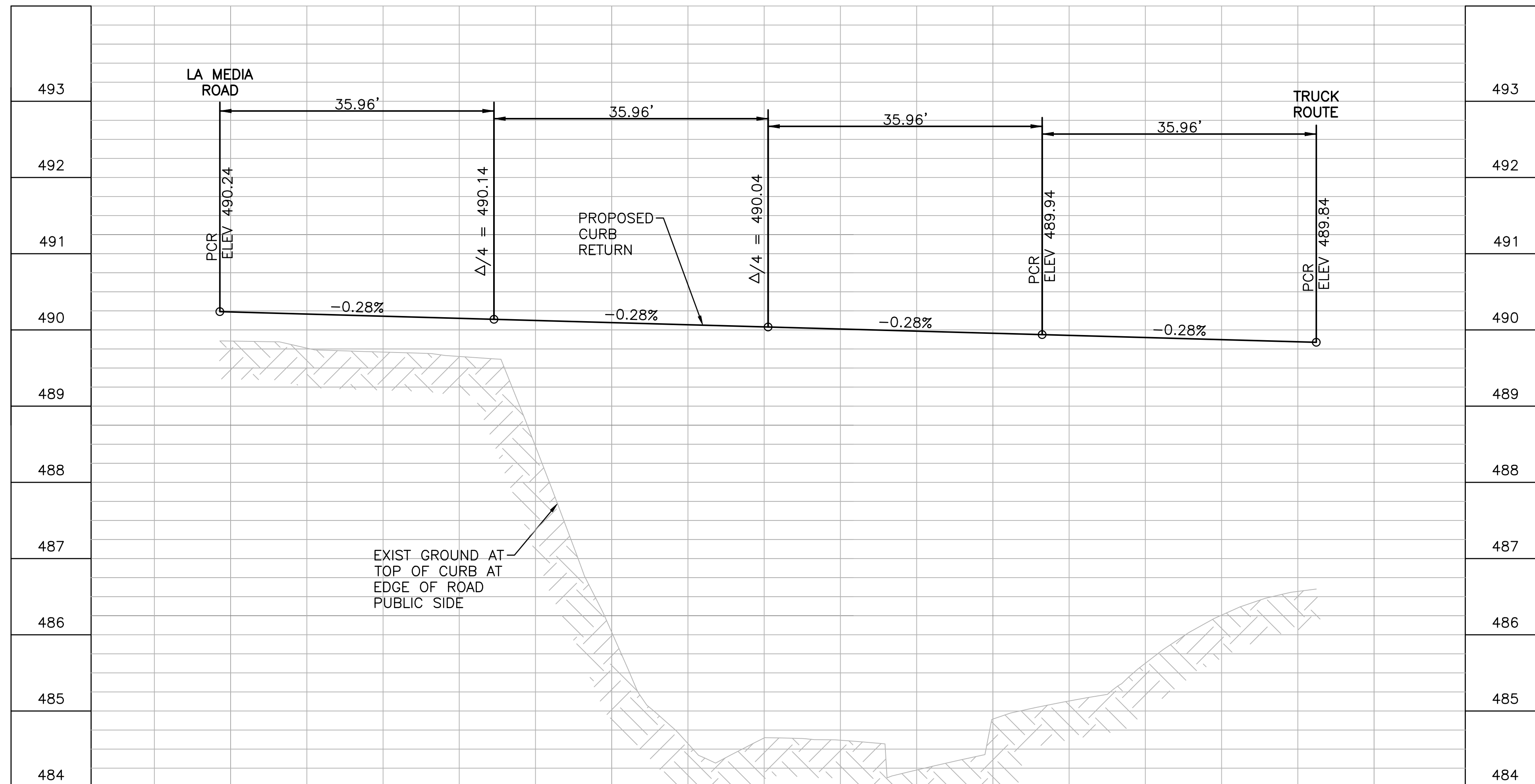
OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 90+00 TO STA 94+05.76

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 08 OF 29 SHEETS		WBS S-11060		
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 DATE: 12/31/19 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR		DATE STARTED		138-1779
INSPECTOR		DATE COMPLETED		CCS27 COORDINATE
				6340407-1778444
				CCS83 COORDINATE
				37414-08-D

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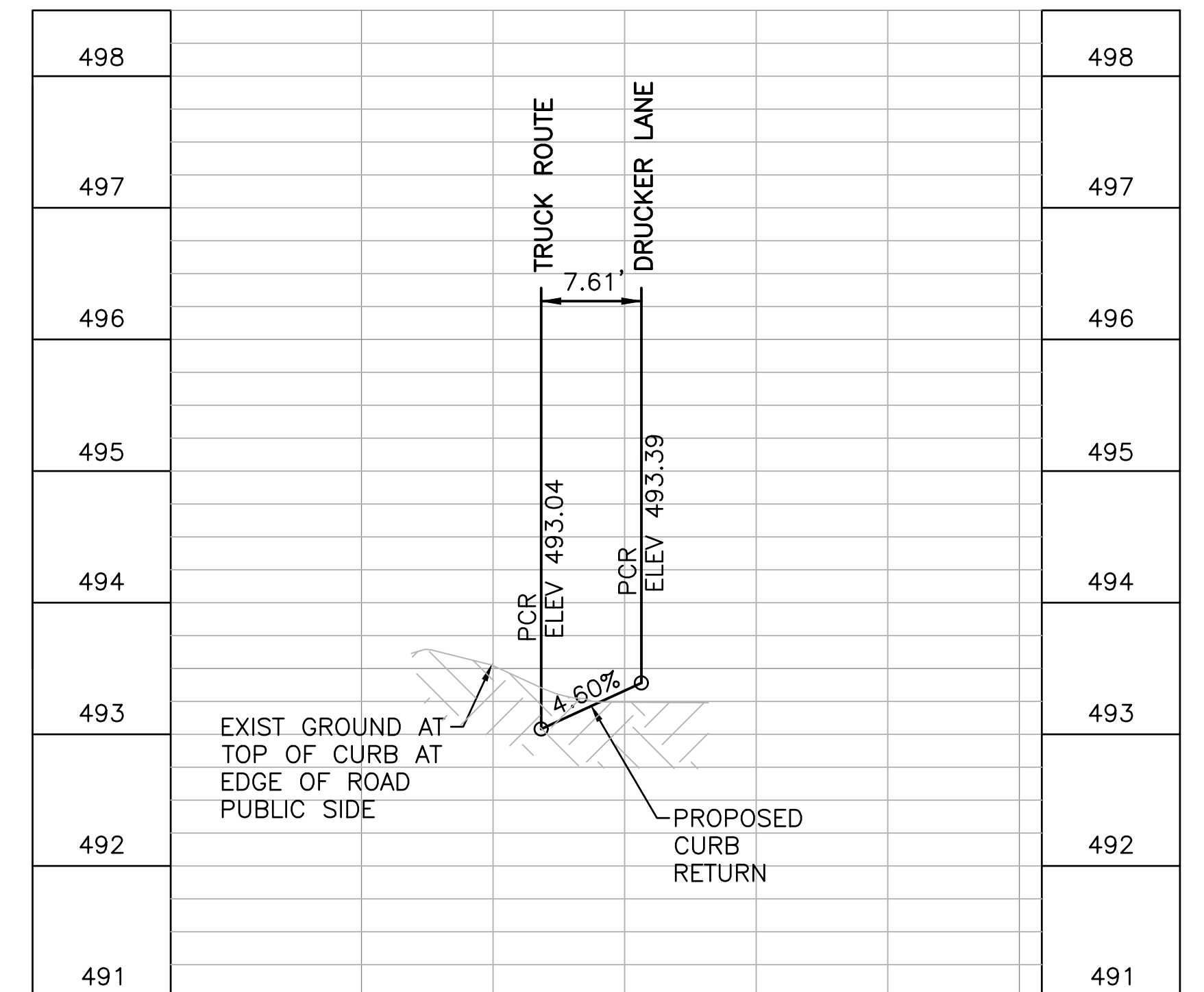
REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 39560
Exp. 12/31/19
CIVIL
7/23/2019

- NOTE:
- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 - SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES
 - SEE SHEET 09 FOR CURB RETURN PROFILES



NORTHEAST CURB RETURN AT INTERSECTION OF LA MEDIA ROAD AND OTAY TRUCK ROUTE

HORIZONTAL 1"=10'
VERTICAL 1"=2'



NORTHWEST CURB RETURN AT INTERSECTION OF DRUCKER LANE AND OTAY TRUCK ROUTE

HORIZONTAL 1"=10'
VERTICAL 1"=2'

CURB RETURN PROFILES

C-7

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
CURB RETURN PROFILES

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 09 OF 29 SHEETS

WBS S-11060

APPROVED: <i>Brad Johnson</i>	DATE: 7/23/2019	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER: BRAD JOHNSON	C 45836	PROJECT MANAGER
PRINT DCE NAME: BRAD JOHNSON	RCE #	CHECKED BY: AMY MILLS
DESCRIPTION	BY	APPROVED
ORIGINAL	AECOM	
CONTRACTOR	DATE STARTED	138-1779
INSPECTOR	DATE COMPLETED	CCS27 COORDINATE
		6340407-1778444
		CCS83 COORDINATE
		37414-09-D

CONSULTANT

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REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 99560

Exp. 12/31/19

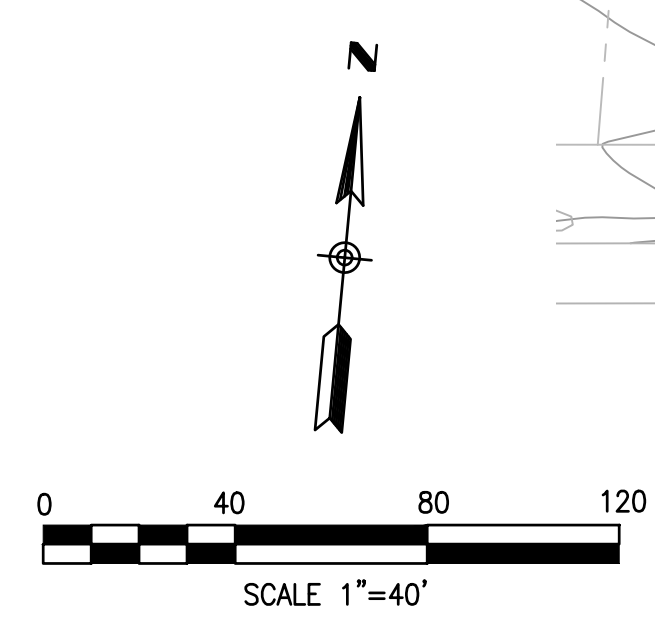
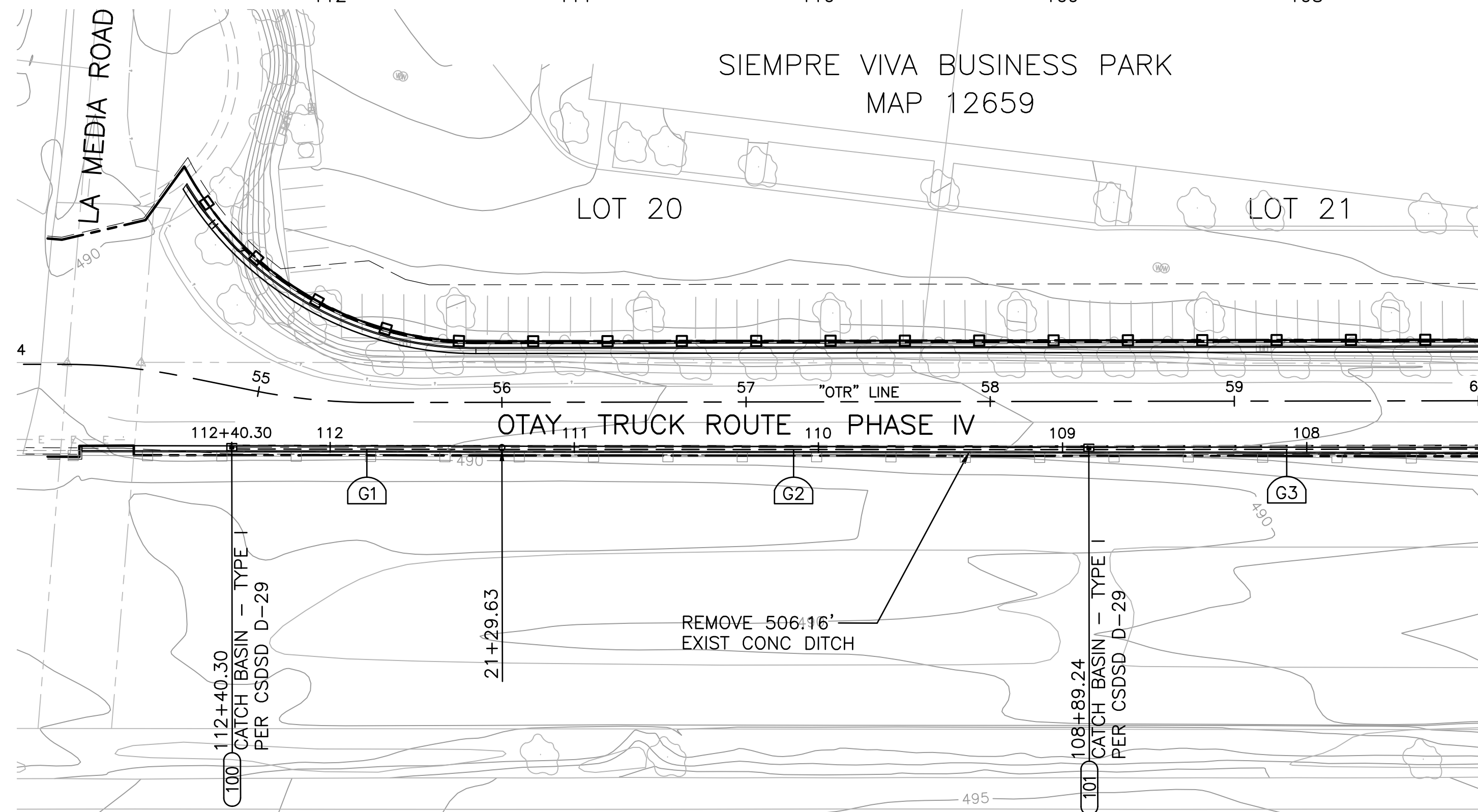
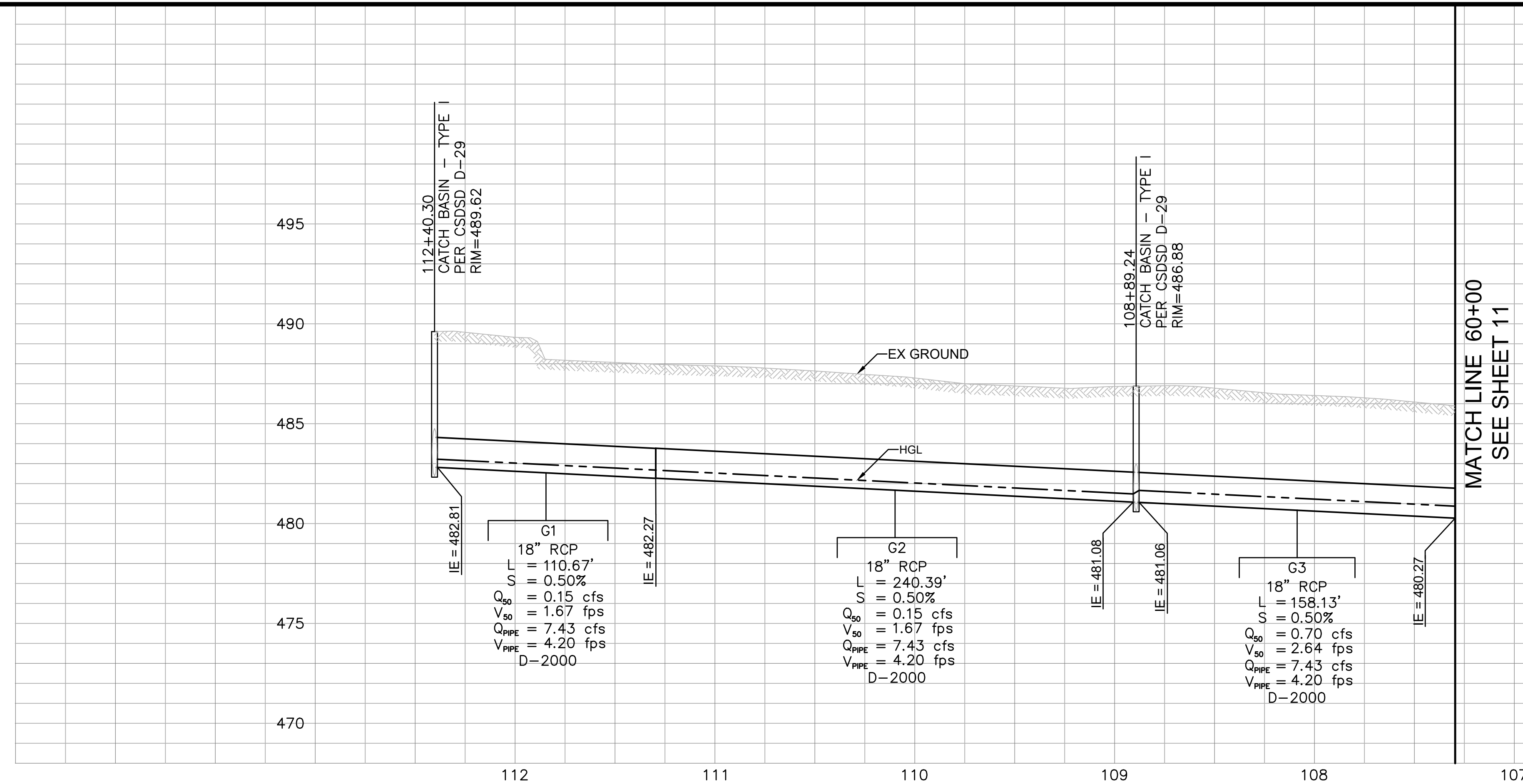
CIVIL

STATE OF CALIFORNIA

7/23/2019

STORM DRAIN DATA					
NO.	BEARING/DELTA	RADIUS	LENGTH	SIZE	D-LOAD
G1	N 84°48'49" E	-	110.67'	18" RCP	2000
G2	N 84°31'42" E	-	240.39'	18" RCP	2000
G3	N 84°31'42" E	-	158.13'	18" RCP	2000

COORDINATE TABLE			
NO.	NORTHING	EASTING	DESCRIPTION
100	1780098.31	6342196.01	CATCH BASIN
101	1780131.22	6342545.51	CATCH BASIN



PLAN
1"=40'

CONSULTANT

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REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 99560
Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

7/23/2019

C-8

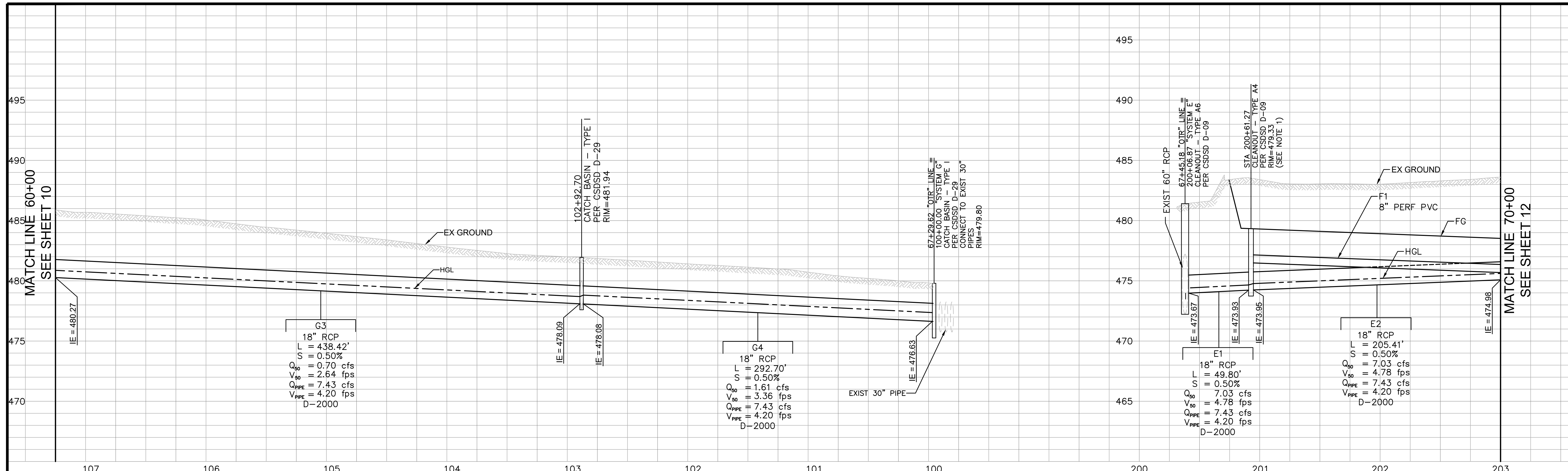
OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
STORM DRAIN PLAN AND PROFILE
"OTR LINE" STA 54+00 TO 60+00

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 10 OF 29 SHEETS

WBS S-11060

APPROVED: <i>Brad Johnson</i>	DATE: 7/23/2019	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER: BRAD JOHNSON	C 45836	PROJECT MANAGER
PRINT DCE NAME: BRAD JOHNSON	RCE #	CHECKED BY: AMY MILLS
DESCRIPTION: AECOM	BY: AECOM	APPROVED: AECOM
DATE: 12/31/19	DATE: 12/31/19	DATE: 12/31/19
FILMED: 138-1779	FILMED: 138-1779	FILMED: 138-1779
CONTRACTOR: 6340407-1778444	CONTRACTOR: 6340407-1778444	CONTRACTOR: 6340407-1778444
INSPECTOR: 37414-10-D	INSPECTOR: 37414-10-D	INSPECTOR: 37414-10-D

STORM DRAIN PLAN AND PROFILE

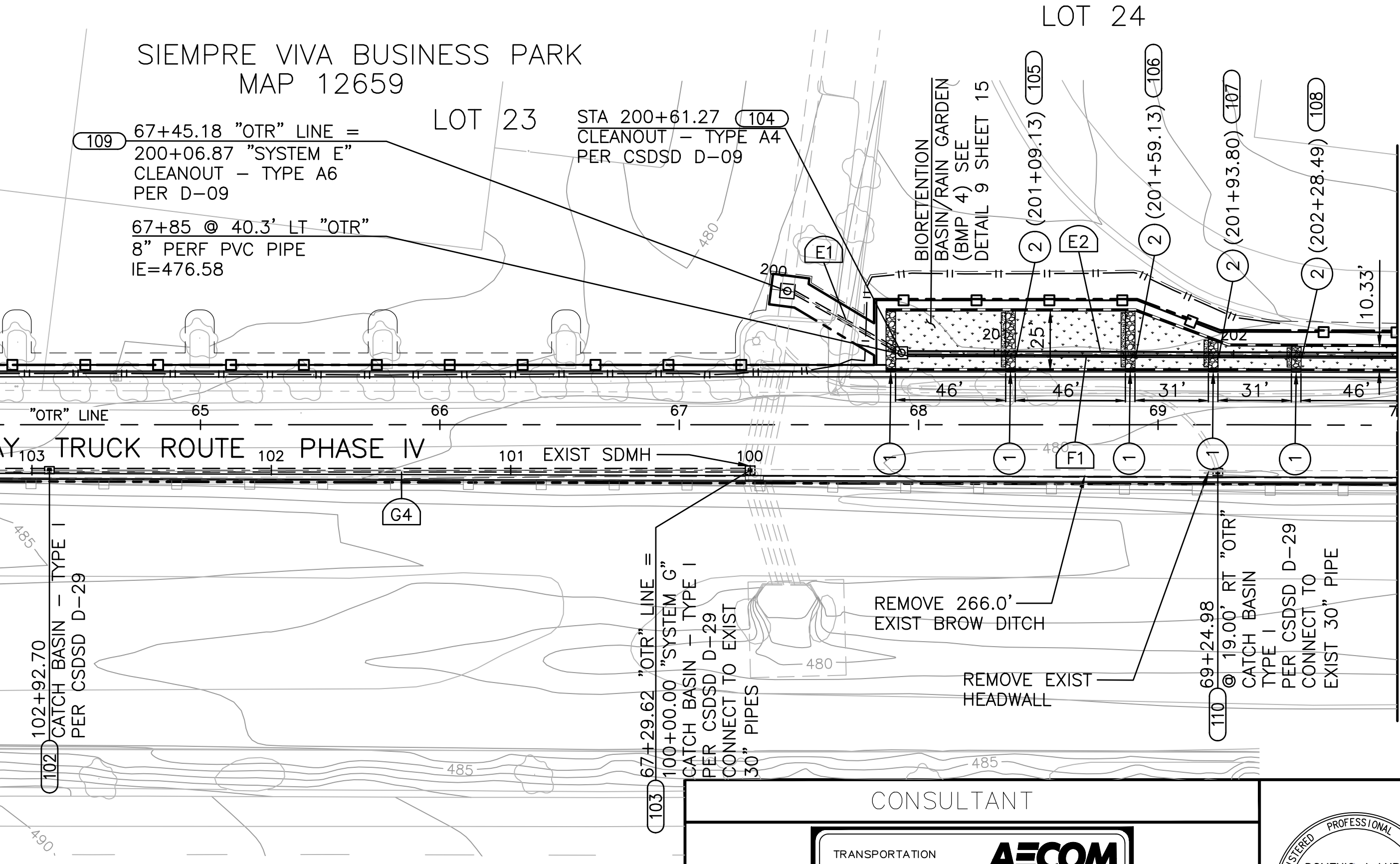


CURB OPENING TABLE

BEGINNING STATION	ENDING STATION
67+86 LT "OTR"	67+90 LT "OTR"
68+36 LT "OTR"	68+40 LT "OTR"
68+86 LT "OTR"	68+90 LT "OTR"
69+21 LT "OTR"	69+25 LT "OTR"
69+56 LT "OTR"	69+60 LT "OTR"

COORDINATE TABLE

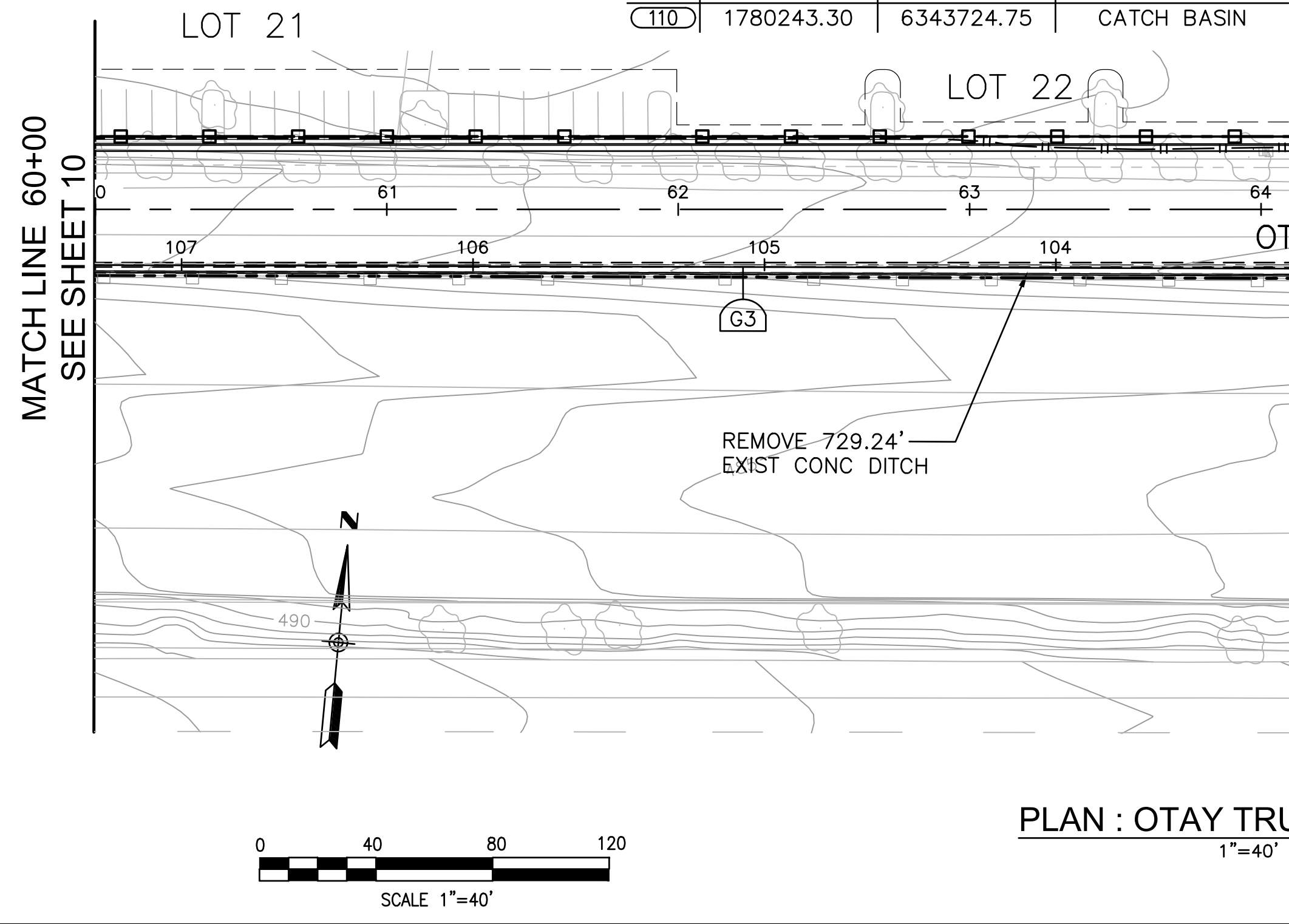
NO.	NORTHING	EASTING	DESCRIPTION
102	1780188.12	6343139.34	CATCH BASIN
103	1780216.18	6343432.70	CATCH BASIN
104	1780270.87	6343489.00	CLEANOUT
105	1780274.10	6343536.76	CLEANOUT
106	1780278.69	6343586.55	CLEANOUT
107	1780281.86	6343621.07	CLEANOUT
108	178285.05	6343655.62	CLEANOUT
109	1780292.01	6343439.06	CLEANOUT
110	1780243.30	6343724.75	CATCH BASIN



STORM DRAIN DATA

NO.	BEARING/Delta	RADIUS	LENGTH	SIZE	D-LOAD
G3	N 84°31'42" E	-	438.42'	18" RCP	2000
G4	N 84°32'03" E	-	292.70'	18" RCP	2000
E1	S 66°04'21" E	-	49.80'	18" RCP	2000
E2	N 84°44'22" E	-	205.41'	18" RCP	2000
F1	N 84°44'22" E	-	205.34'	8" PERF PVC	-

- STORM DRAIN CONSTRUCTION NOTES:**
- CURB OPENING, REFER TO DETAIL 5 SHEET 15
 - 8" CLEANOUT PER CSDSD SDSW-101
- NOTE:
1. MODIFY TYPE A4 CLEANOUTS TO HAVE THE SAME SLOPE AS THE PIPE.



PLAN : OTAY TRUCK ROUTE
1"=40'

CONSULTANT

TRANSPORTATION

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T +1-619-510-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 99560

Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

7/23/2019

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
STORM DRAIN PLAN AND PROFILE
"OTR LINE" STA 60+00 TO 70+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 11 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
FOR CITY ENGINEER
BRAD JOHNSON
DATE: 7/23/2019
PRINT DCE NAME: C 45836
RCE #

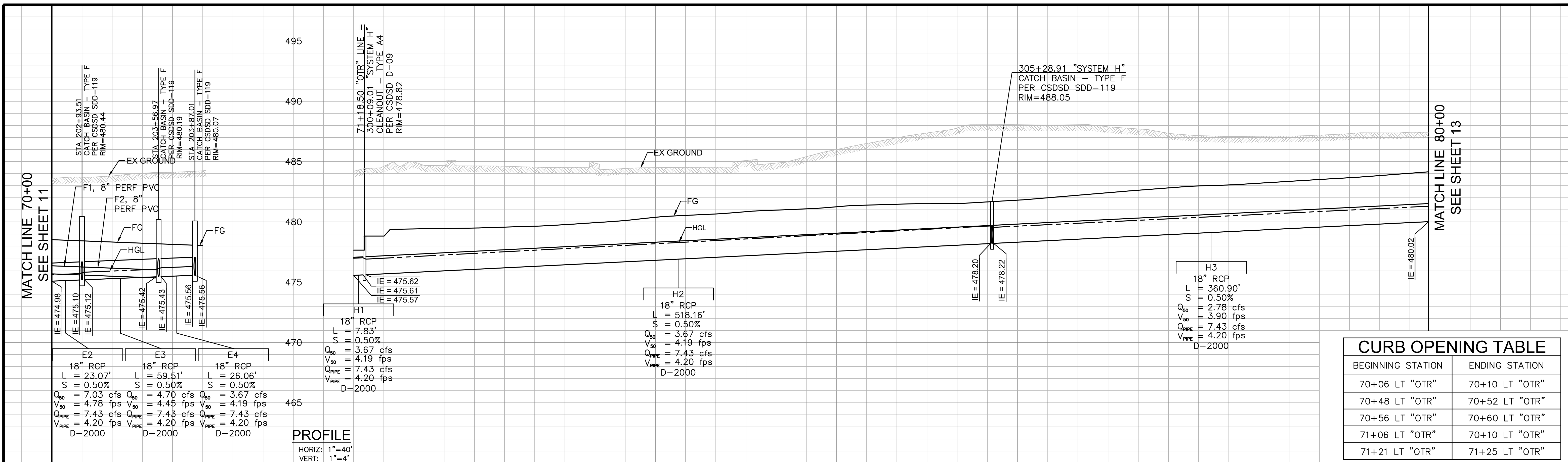
SUBMITTED BY: BRAD JOHNSON
PROJECT MANAGER
CHECKED BY: AMY MILLS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
AECOM				

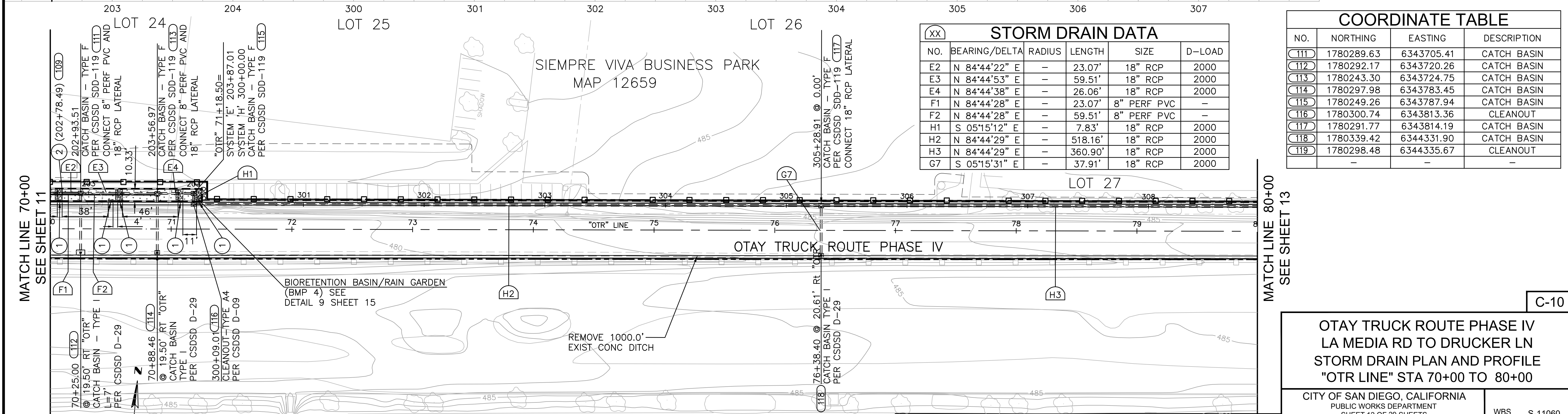
138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

37414-11-D



CURB OPENING TABLE	
BEGINNING STATION	ENDING STATION
70+06 LT "OTR"	70+10 LT "OTR"
70+48 LT "OTR"	70+52 LT "OTR"
70+56 LT "OTR"	70+60 LT "OTR"
71+06 LT "OTR"	70+10 LT "OTR"
71+21 LT "OTR"	71+25 LT "OTR"



STORM DRAIN DATA					
NO.	BEARING/DELTA	RADIUS	LENGTH	SIZE	D-LOAD
E2	N 84°44'22" E	-	23.07'	18" RCP	2000
E3	N 84°44'53" E	-	59.51'	18" RCP	2000
E4	N 84°44'38" E	-	26.06'	18" RCP	2000
F1	N 84°44'28" E	-	23.07'	8" PERF PVC	-
F2	N 84°44'28" E	-	59.51'	8" PERF PVC	-
H1	S 05°15'12" E	-	7.83'	18" RCP	2000
H2	N 84°44'29" E	-	518.16'	18" RCP	2000
H3	N 84°44'29" E	-	360.90'	18" RCP	2000
G7	S 05°15'31" E	-	37.91'	18" RCP	2000

COORDINATE TABLE			
NO.	NORTHING	EASTING	DESCRIPTION
C111	1780289.63	6343705.41	CATCH BASIN
C112	1780292.17	6343720.26	CATCH BASIN
C113	1780243.30	6343724.75	CATCH BASIN
C114	1780297.98	6343783.45	CATCH BASIN
C115	1780249.26	6343787.94	CATCH BASIN
C116	1780300.74	6343813.36	CLEANOUT
C117	1780291.77	6343814.19	CATCH BASIN
C118	1780339.42	6344331.90	CATCH BASIN
C119	1780298.48	6344335.67	CLEANOUT

NOTES:

- SEE SHEET 06 FOR BIOFILTRATION BASIN/RAIN GARDEN LOCATIONS
- 8" CLEANOUT PER CSDSD SDSW-101

STORM DRAIN CONSTRUCTION NOTES:

1. CURB OPENING, REFER TO DETAIL 5 SHEET 15

2. 8" CLEANOUT PER CSDSD SDSW-101

PLAN
1"=40'

CONSULTANT

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T +1-619-610-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 99560
Exp. 12/31/19

CIVIL

7/23/2019

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
STORM DRAIN PLAN AND PROFILE
"OTR LINE" STA 70+00 TO 80+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 12 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
FOR CITY ENGINEER
BRAD JOHNSON
PRINT DCE NAME C 45836
RCE #

DATE 7/23/2019

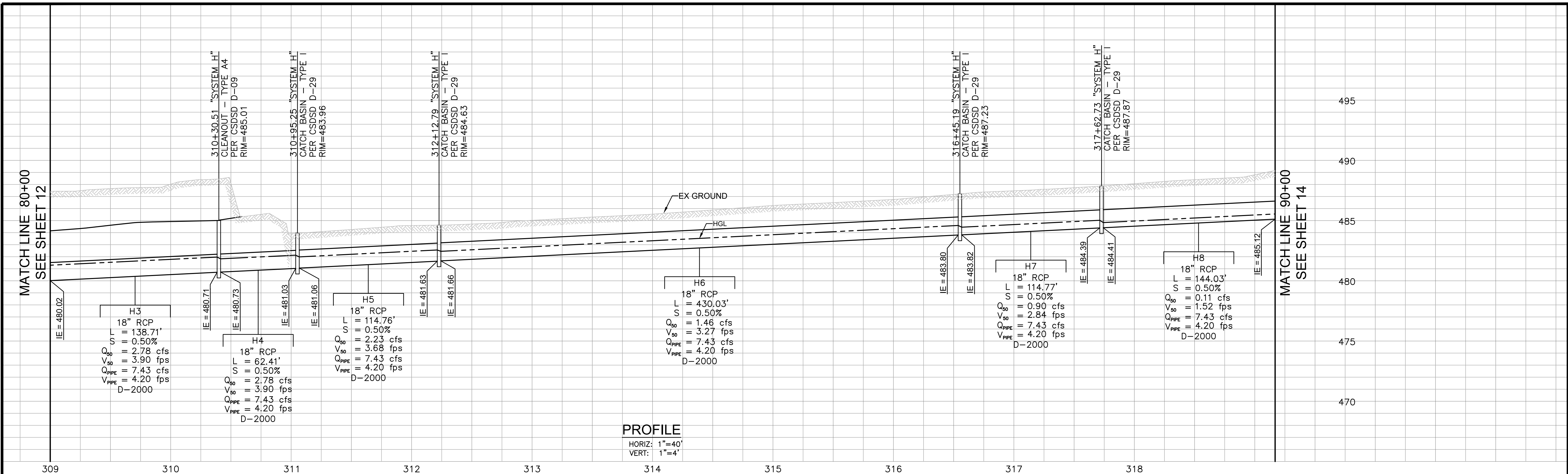
PROJECT MANAGER
BRAD JOHNSON
CHECKED BY
AMY MILLS
PROJECT ENGINEER

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE

CONTRACTOR
INSPECTOR

DATE STARTED
DATE COMPLETED

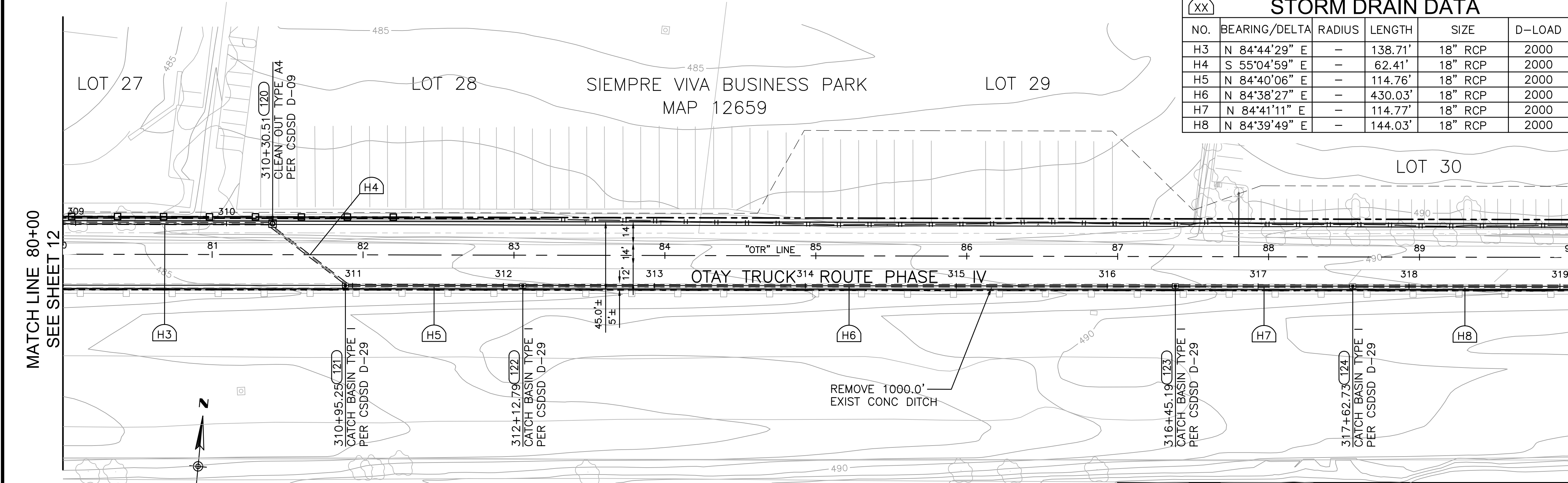
37414-12-D



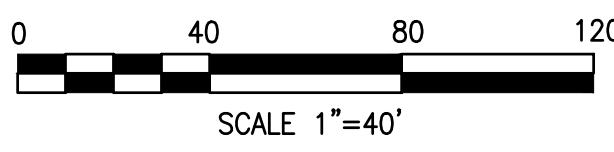
PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

NO.	BEARING/DELTA	RADIUS	LENGTH	SIZE	D-LOAD
H3	N 84°44'29" E	-	138.71'	18" RCP	2000
H4	S 55°04'59" E	-	62.41'	18" RCP	2000
H5	N 84°40'06" E	-	114.76'	18" RCP	2000
H6	N 84°38'27" E	-	430.03'	18" RCP	2000
H7	N 84°41'11" E	-	114.77'	18" RCP	2000
H8	N 84°39'49" E	-	144.03'	18" RCP	2000

NO.	NORTHING	EASTING	DESCRIPTION
(120)	1780385.39	6344831.39	CLEANOUT
(121)	1780349.17	6344883.26	CATCH BASIN
(122)	1780360.09	6345000.30	CATCH BASIN
(123)	1780400.48	6345430.81	CATCH BASIN
(124)	1780411.37	6345547.84	CATCH BASIN
(125)	-	-	CATCH BASIN



PLAN
 1"=40'



CONSULTANT

TRANSPORTATION

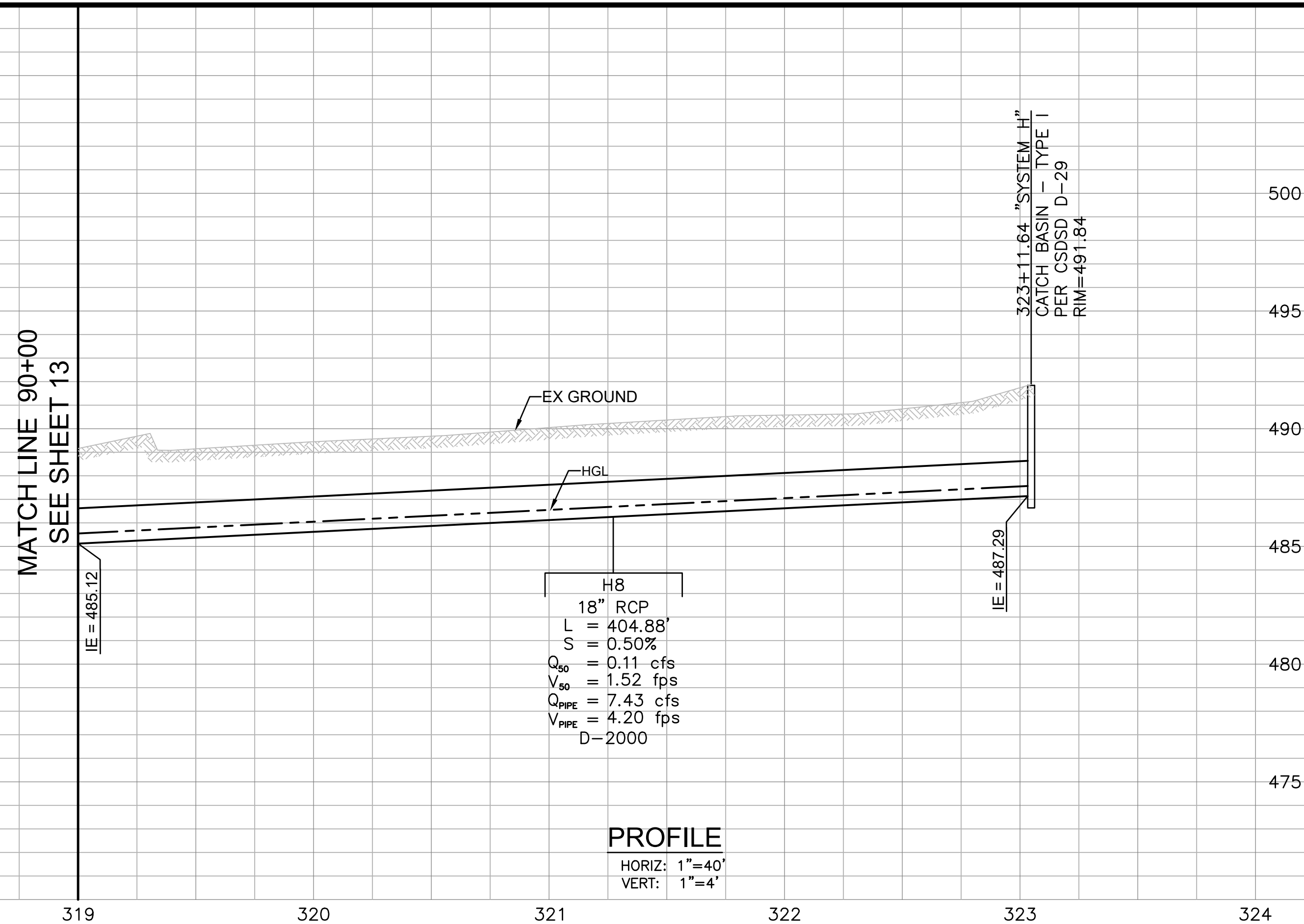
1 COLUMBIA PLACE
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 SAN DIEGO, CA 92101
 T +1-619-510-7600
 www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

7/23/2019

**OTAY TRUCK ROUTE PHASE IV
 LA MEDIA RD TO DRUCKER LN
 STORM DRAIN PLAN AND PROFILE
 "OTR LINE" STA 80+00 TO 90+00**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 13 OF 29 SHEETS		WBS S-11060		
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR		DATE STARTED		138-1779
INSPECTOR		DATE COMPLETED		CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE 37414-13-D

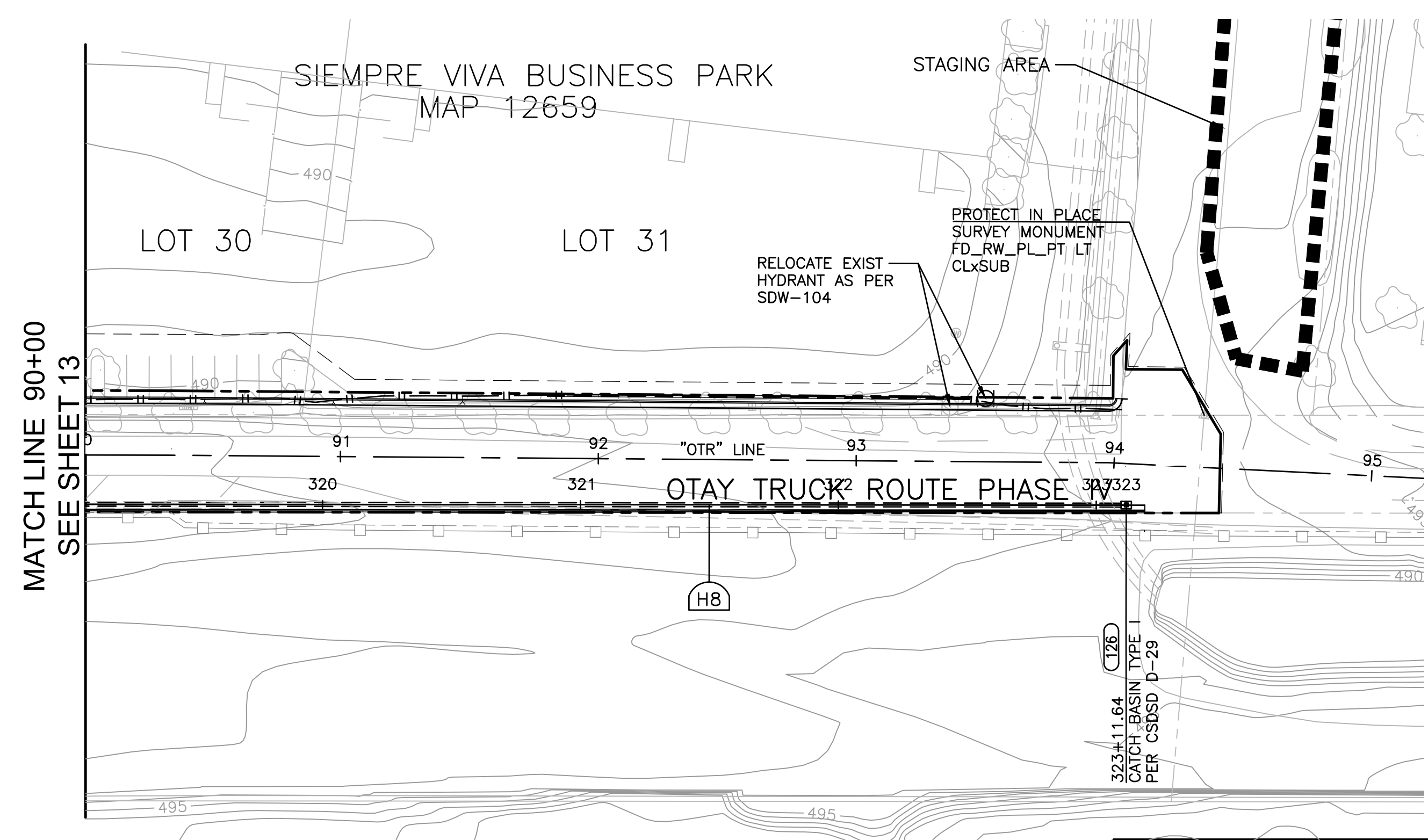


H8
 18" RCP
 L = 404.88'
 S = 0.50%
 Q₅₀ = 0.11 cfs
 V₅₀ = 1.52 fps
 Q_{PIPE} = 7.43 cfs
 V_{PIPE} = 4.20 fps
 D=2000

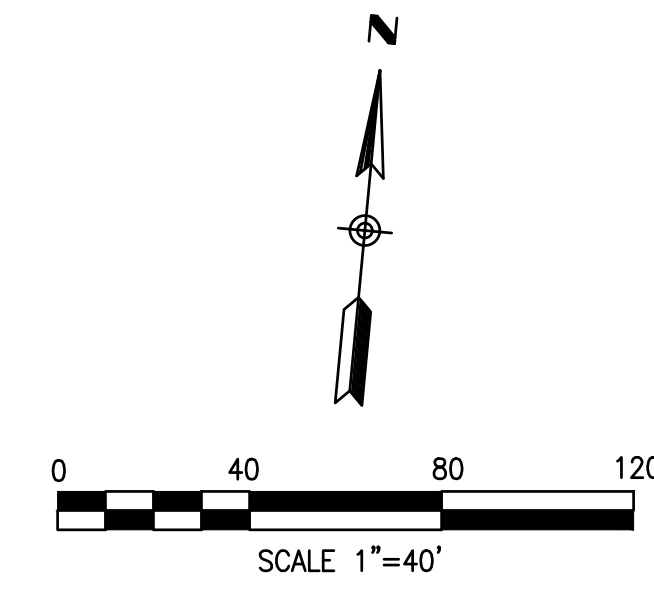
PROFILE
 HORIZ: 1"=40'
 VERT: 1"=4'

COORDINATE TABLE			
NO.	NORTHING	EASTING	DESCRIPTION
126	1780462.42	6346094.37	CATCH BASIN

XX STORM DRAIN DATA					
NO.	BEARING/DELTA	RADIUS	LENGTH	SIZE	D-LOAD
H8	N 84°39'49" E	-	404.88'	18" RCP	2000



PLAN
 1"=40'

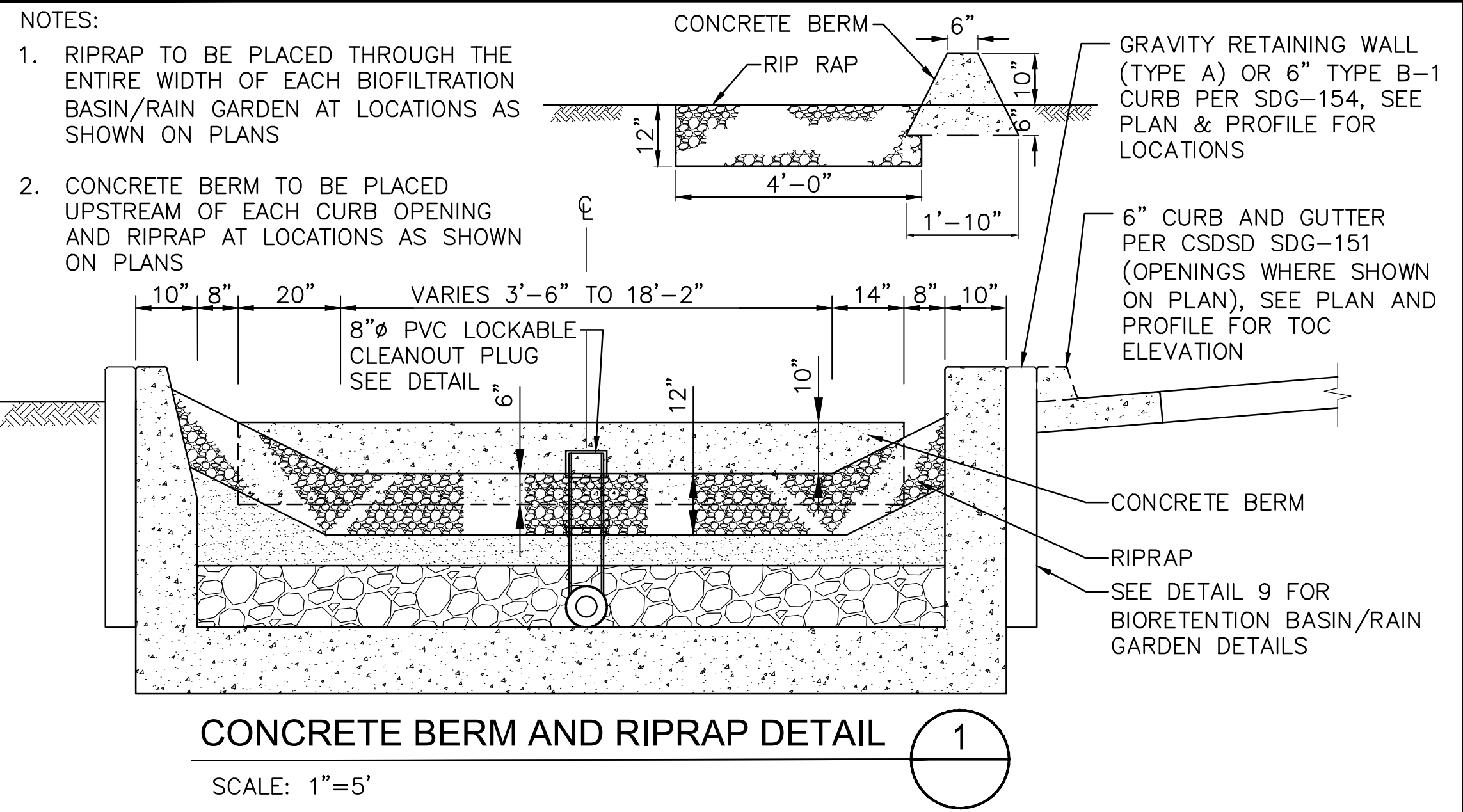


C-12

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN STORM DRAIN PLAN AND PROFILE "OTR LINE" STA 90+00 TO 94+05.76	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 14 OF 29 SHEETS	
WBS S-11060	
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 C 45836 RCE #
SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER	
138-1779 CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE	
CONTRACTOR: _____ DATE STARTED: _____ INSPECTOR: _____ DATE COMPLETED: _____	
37414-14-D	

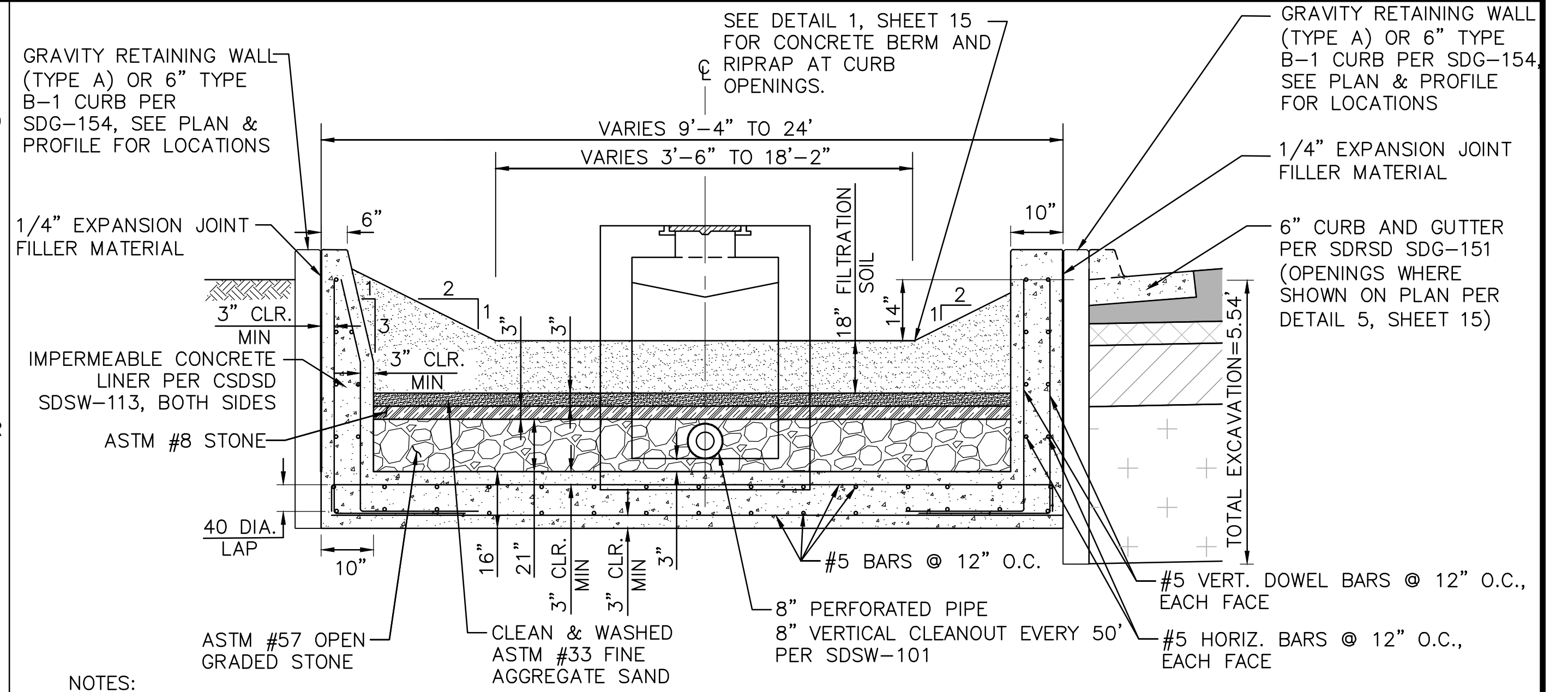
CONSULTANT	
1 COLUMBIA PLACE 401 WEST A STREET SAN DIEGO, CA 92101 T +1-619-510-7600 www.aecom.com	
ALL UNITS IN FEET UNLESS OTHERWISE INDICATED	

7/23/2019	

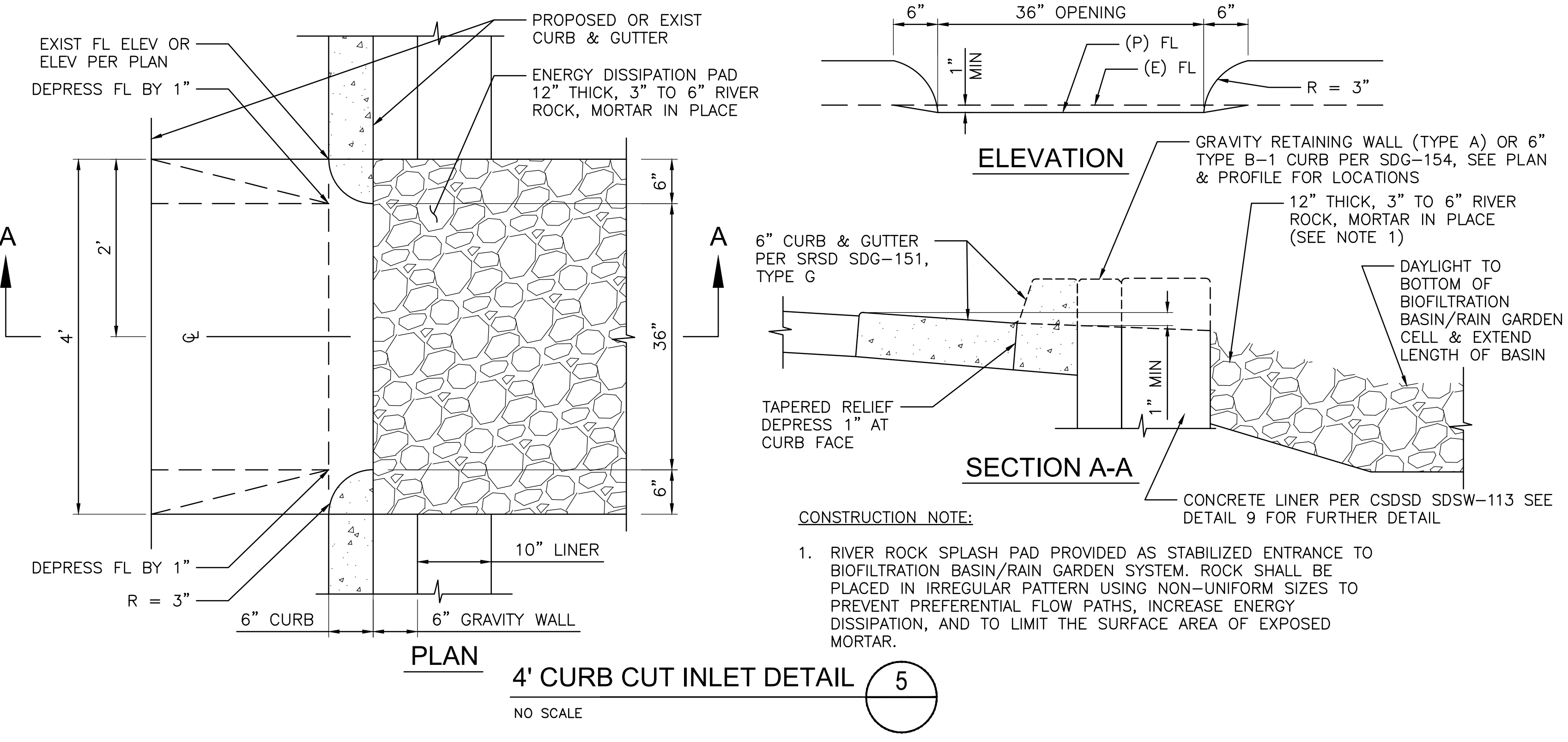


BIOFILTRATION/RAIN GARDEN MAINTENANCE
THE PROPOSED ROADWAY WILL DRAIN TO CURB CUTS ALONG THE WESTERN AND NORTHERN EDGES OF THE ROAD. THE CURB CUTS WILL OUTLET TO ONE RAIN GARDEN. ALL STRUCTURAL BMPs SHALL BE MAINTAINED PER THE MAINTENANCE ITEMS SHOWN BELOW. THE LOW FLOW ORIFICE IS CONTAINED IN A STORM DRAIN CLEANOUT, CLEANOUTS ARE SPACED ALONG THE PERFORATED PIPE AND SILT POSTS ARE INSTALLED, ALL PROVIDED FOR EASY VISUAL OBSERVATIONS, ACCESS AND MAINTENANCE.

THE BIOFILTRATION BASIN/RAIN GARDEN SHALL BE ACCESSED FROM THE SIDE OF THE ROADWAY. THE TYPICAL LANDSCAPE EQUIPMENT CAN BE LOADED OFF A TRUCK AND INTO THE BASINS. THE CREWS HAVE EASY ACCESS OF FOOT. IF LARGER EQUIPMENT IS NEEDED, SUCH AS BACK HOE FOR MAJOR SEDIMENT REMOVAL, THE BACK HOE CAN WORK FROM WITHIN THE STREET OR IT CAN MOUNT THE CURB AND DRIVE INTO THE BASIN.



- NOTES:**
- THE REQUIRED SOIL MIX IS SIMILAR TO A LOAMY SAND. IT MUST MAINTAIN A MINIMUM PERCOLATION RATE OF 5 INCHES PER HOUR THROUGHOUT THE CONSTRUCTION PERIOD AND IT MUST BE SUITABLE FOR MAINTAINING PLANT LIFE. TYPICALLY, ON-SITE SOILS ARE UNSUITABLE. REFER TO SPECIFICATIONS.
 - UNDERDRAIN TO BE SLOTTED 8" PVC PIPE CONFORMING TO ASTM D 3034 OR EQUIVALENT.
 - PROVIDE SILT POST EVERY 100' TO SHOW CONSTRUCTED BOTTOM OF BASIN AND THE AMOUNT OF SILTATION.
 - CONCRETE STRENGTH SHALL BE 3250 PSI (560-C-3250).
 - MAX. SOIL PRESSURE SHALL BE 859 PSF.
 - SEE BOTTOM OF SHEET FOR ADDITIONAL NOTES.



BIOFILTRATION BASIN/RAIN GARDEN (BF-1)

TYPICAL MAINTENANCE INDICATORS	MAINTENANCE ACTIONS
ACCUMULATION OF SEDIMENT, LITTER, OR DEBRIS (VISUAL OBSERVATION OF TRASH AND DEBRIS AND MEASUREMENTS OF SEDIMENT DEPTH AT SILT POST, NOT TO EXCEED 10% OF THE FACILITY DESIGN OF 14")	REMOVE AND PROPERLY DISPOSE OF ACCUMULATED MATERIALS, WITHOUT DAMAGE TO THE VEGETATION
POOR VEGETATION ESTABLISHMENT (VISUAL OBSERVATION)	RE-SEED, RE-PLANT, OR RE-ESTABLISH VEGETATION PER ORIGINAL PLANS. VEGETATION IS AESTHETIC, NOT REQUIRED.
OVERGROWN VEGETATION BLOCKING/HINDERING STRUCTURAL COMPONENTS OF BASIN	MOW OR TRIM AS APPROPRIATE, BUT NOT LESS THAN THE DESIGN HEIGHT (10") OF THE VEGETATION PER ORIGINAL PLANS WHEN APPLICABLE
EROSION DUE TO CONCENTRATED STORM WATER RUNOFF FLOW (VISUAL OBSERVATION)	REPAIR/RE-SEED/RE-PLANT ERODED AREAS, AND MAKE APPROPRIATE CORRECTIVE MEASURES SUCH AS ADDING STONE AT FLOW ENTRY POINTS, OR MINOR RE-GRADING TO RESTORE PROPER DRAINAGE ACCORDING TO THE ORIGINAL PLAN
STANDING WATER IN BIOFILTRATION BASIN/RAIN GARDEN AREAS FOR LONGER THAN 96 HOURS FOLLOWING A STORM EVENT* GREATER THAN A TARGET STORM OF 0.6IN (VISUAL OBSERVATION)	DRAIN FACILITY. CORRECTIVE ACTION PRIOR TO WET SEASON. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT
OBSTRUCTED INLET OR OUTLET STRUCTURE (VISUAL OBSERVATION)	CLEAR OBSTRUCTIONS. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT
DAMAGE TO STRUCTURAL COMPONENTS SUCH AS WEIRS, INLET OR OUTLET STRUCTURES (VISUAL OBSERVATION)	REPAIR OR REPLACE AS APPLICABLE. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT

*THESE BMPs TYPICALLY INCLUDE A SURFACE PONDING LAYER AS PART OF THEIR FUNCTION WHICH MAY TAKE 96 HOURS TO DRAIN FOLLOWING A STORM EVENT

DESIGN CONDITIONS
WALLS ARE TO BE USED FOR THE LOADING CONDITIONS SHOWN FOR EACH TYPE OF WALL. DESIGN HEIGHT MAY BE EXCEEDED BY SIX INCHES BEFORE GOING TO NEXT SIZE. SPECIAL FOOTING DESIGN IS REQUIRED WHERE FOUNDATION MATERIAL IS INCAPABLE OF SUPPORTING TOE PRESSURE LISTED IN NOTES IN DETAIL 9.

MINIMUM REQUIRED MATERIAL PROPERTIES:
f_c = 3250 PSI
f_y = 60 KSI FOR ALL REBAR

LATERAL EARTH PRESSURE AT LEVEL BACKFILL:
ACTIVE = 45 PSF/FT (TRIANGULAR)
HEAVY LIVE LOAD SURCHARGE = 90 PSF (UNIFORM) - STREET CLASSIFICATIONS: LOCAL (IND), COLLECTOR, MAJOR, PRIMARY ARTERIAL

*DESIGN LOADS ARE PROJECT SPECIFIC AND THEREFORE SHOULD THERE BE ANY DEVIATION TO THE PARAMETERS PROVIDED ABOVE, A STAMPED AND SIGNED STRUCTURAL CALCULATION SHALL BE PERFORMED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER AND SUBMITTED TO THE CITY OF SAN DIEGO FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

*THE LIVE LOAD SURCHARGE VALUES AND DESCRIPTIONS ARE FOR TYPICAL LOADING SCENARIOS AND SERVE AS A GENERAL GUIDE. CONFIRMATION OF THE VALUES USED SHALL BE VERIFIED PER THE GIVEN SPECIFIC PROJECT PARAMETERS BY THE USER AND APPROVED BY THE CITY PRIOR TO INSTALLATION.

SHOULD THERE BE A SITUATION IN WHICH THE BACKFILL ON ONE SIDE OF LINER IS GREATER THAN THE OTHER, A STAMPED AND SIGNED STRUCTURAL CALCULATION SHALL BE PERFORMED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER THAT VERIFIES THE OVERALL GLOBAL STABILITY OF THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING CHECKS WITH MINIMUM FACTORS OF SAFETY OF 1.5 WHERE APPLICABLE: OVERTURNING, SLIDING AND BEARING PRESSURE.

REINFORCEMENT
GRADE 60 DEFORMED REBAR SHALL CONFORM TO ASTM A615. BARS SHALL LAP 40 DIAMETERS, WHERE SPLICED, UNLESS OTHERWISE SHOWN ON THE PLANS. BENDS SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE, A.C.I. BACKING FOR HOOKS IS FOUR DIAMETERS.

BACKFILL
NO BACKFILL MATERIAL SHALL BE PLACED AGAINST CONCRETE LINER UNTIL THE CONCRETE HAS DEVELOPED A STRENGTH OF 2,500 PSI IN COMPRESSION AS DETERMINED BY TEST CYLINDERS, OR UNTIL 28 DAYS AFTER WALL HAS PLACED. BACKFILL MATERIAL SHALL CONFORM TO STANDARD SPECIFICATIONS OR SPECIAL PROVISIONS. COMPACTION OF BACKFILL MATERIAL BY JETTING OR PONDING WITH WATER WILL NOT BE PERMITTED. EACH LAYER OF BACKFILL SHALL BE MOISTENED AS DIRECTED BY THE ENGINEER AND THOROUGHLY TAMPED, ROLLED OR OTHERWISE COMPACTED UNTIL THE RELATIVE COMPACTION IS NOT LESS THAN 90%.

INSPECTIONS
CALL FOR INSPECTIONS AS FOLLOWS:
A. WHEN THE WALL FOOTING HAS BEEN FORMED, WITH THE STEEL TIED SECURELY IN ITS FINAL POSITION, AND IS READY FOR THE CONCRETE TO BE PLACED.
B. FINAL INSPECTION WHEN ALL WORK HAS BEEN COMPLETED

SOIL
ALL FOOTINGS SHALL EXTEND AT LEAST 12" INTO UNDISTURBED NATURAL SOIL OR APPROVED COMPACTED FILL. SOIL SHOULD BE DAMPENED PRIOR TO PLACING CONCRETE FOOTINGS.

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SAN DIEGO, CA 92101
T 619-510-7600
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ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 9560
Exp. 12/31/19
CIVIL
7/23/2019

C-13

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
STORM DRAIN DETAILS**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 15 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
FOR CITY ENGINEER DATE
BRAD JOHNSON C 45836
PRINT DCE NAME RCE #

SUBMITTED BY: BRAD JOHNSON
PROJECT MANAGER
CHECKED BY: AMY MILLS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
AECOM				

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE

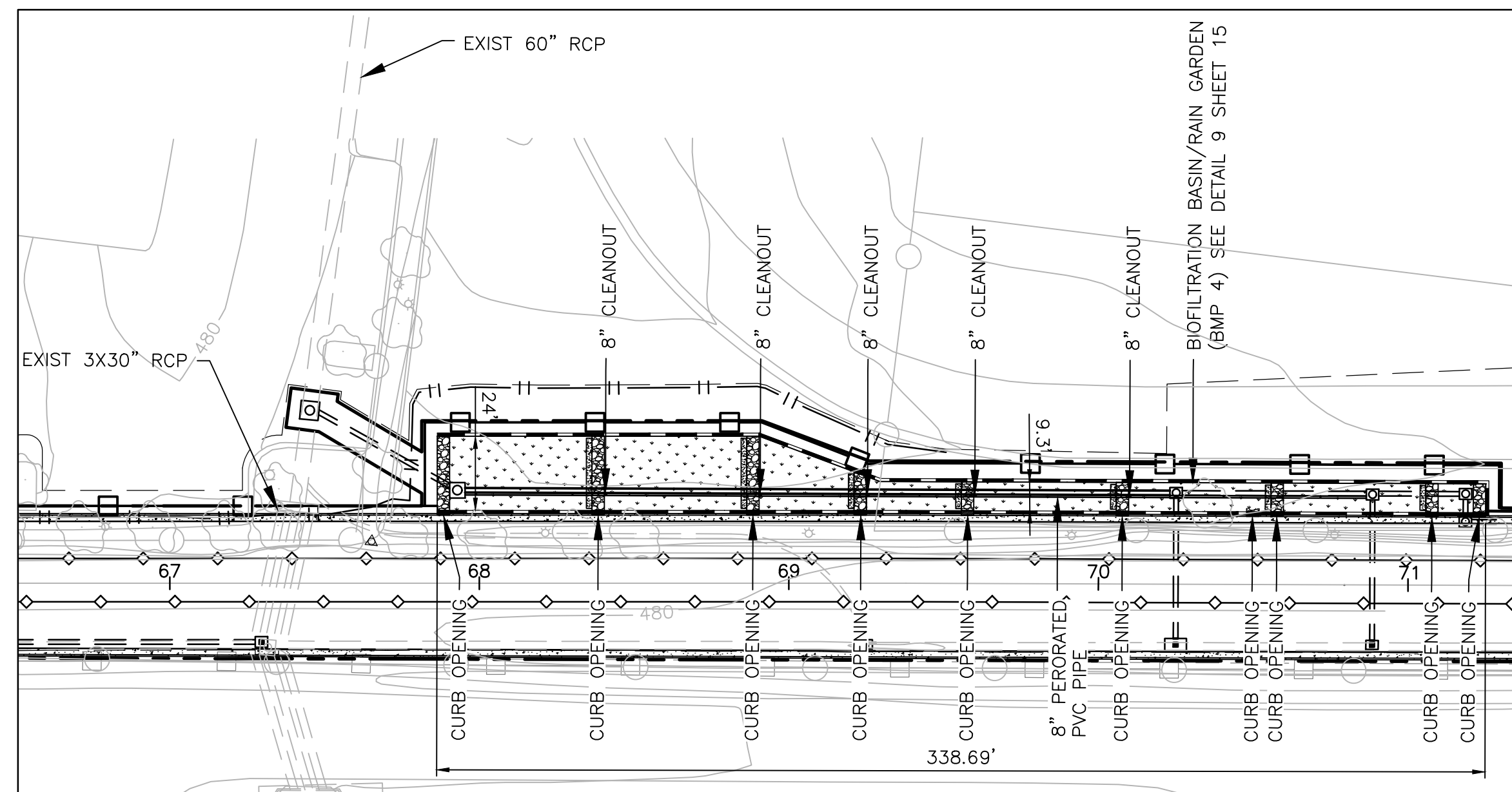
CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

37414-15-D

SITE DESIGN AND SOURCE CONTROL BMP OPERATION AND MAINTENANCE PROCEDURE							
OPERATION AND MAINTENANCE RESPONSIBLE PARTY DESIGNEE:							
BMP DESCRIPTION	ROUTINE ACTION	MEASUREMENT FREQUENCY	MAINTENANCE ACTIVITY	INSPECTION FREQUENCY	MAINTENANCE FREQUENCY	QUANTITY	SHEET NUMBER
RAIN GARDEN							
	VEGETATION MANAGEMENT FOR AESTHETICS	ANNUALLY, PRIOR TO START OF WET SEASON	CUT VEGETATION TO AN AVERAGE HEIGHT OF 6 INCHES AND REMOVE TRIMMINGS. REMOVE ANY TREES, OR WOODY VEGETATION	1.0/YR.	1.0/YR.	1	37414-15-D
	SOIL REPAIR	ANNUALLY, PRIOR TO START OF WET SEASON	RESEED/REVEGETATE BARREN SPOTS PRIOR TO WET SEASON	1.0/YR.	1.0/YR.		
	STANDING WATER	ANNUALLY, 96 HOURS AFTER A TARGET STORM (0.60 IN) EVENT	DRAIN FACILITY. CORRECTIVE ACTION PRIOR TO WET SEASON. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT	1.0/YR.	1.0/YR.		
	TRASH AND DEBRIS	ANNUALLY, PRIOR TO START OF WET SEASON	REMOVE AND DISPOSE OF TRASH AND DEBRIS	1.0/YR.	1.0/YR.		
	SEDIMENT MANAGEMENT	ANNUALLY, PRIOR TO START OF WET SEASON	REMOVE AND PROPERLY DISPOSE OF SEDIMENT. REGRADE IF NECESSARY (EXPECTED EVERY 2 YEARS)	0.5/YR.	1.0/YR.		
	UNDERDRAINS	ANNUALLY, PRIOR TO START OF WET SEASON	CORRECTIVE ACTION PRIOR TO WET SEASON. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT	1.0/YR.	1.0/YR.		
	GENERAL MAINTENANCE INSPECTION	ANNUALLY, PRIOR TO START OF WET SEASON	CORRECTIVE ACTION PRIOR TO WET SEASON. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT	1.0/YR.	1.0/YR.		

SITE DESIGN BMP CHECKLIST FOR STANDARD PROJECTS		FORM I-5	
ALL DEVELOPMENT PROJECTS MUST IMPLEMENT SITE DESIGN BMP'S SD-1 THROUGH SD-8. REFER TO CHAPTER 4 AND APPENDIX E OF THE BMP DESIGN MANUAL FOR INFORMATION TO IMPLEMENT BMP'S SHOWN IN THIS CHECKLIST.			
NOTE: ALL SELECTED BMP'S MUST BE SHOWN ON THE CONSTRUCTION PLANS.			
SOURCE CONTROL REQUIREMENT		APPLIED(1)?	
SD-1 MAINTAIN NATURAL DRAINAGE PATHWAYS AND HYDROLOGIC FEATURES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-2 CONSERVE NATURAL AREAS, SOILS, AND VEGETATION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-3 MINIMIZE IMPERVIOUS AREA	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-4 MINIMIZE SOIL COMPACTION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-5 IMPERVIOUS AREA DISPERSION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-6 RUNOFF COLLECTION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-7 LANDSCAPING WITH NATIVE OR DROUGHT TOLERANT SPECIES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SD-8 HARVESTING AND USING PRECIPITATION	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
DISCUSSION / JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:			

SOURCE CONTROL BMP CHECKLIST FOR STANDARD PROJECTS		FORM I-4	
ALL DEVELOPMENT PROJECTS MUST IMPLEMENT SOURCE CONTROL BMP'S SC-1 THROUGH SC-6 AND, REFER TO CHAPTER 4 AND APPENDIX E OF THE BMP DESIGN MANUAL FOR INFORMATION TO IMPLEMENT BMP'S AS SHOWN IN THIS CHECKLIST.			
NOTE: ALL SELECTED BMP'S MUST BE SHOWN ON THE CONSTRUCTION PLANS.			
SOURCE CONTROL REQUIREMENT		APPLIED(1)?	
SC-1 PREVENTION OF ILLICIT DISCHARGES INTO THE MS4	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-2 STORM DRAIN STENCILING OR SIGNAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-3 PROTECT OUTDOOR MATERIALS STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-4 PROTECT MATERIALS STORED IN OUTDOOR WORK AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-5 PROTECT TRASH STORAGE AREAS FROM RAINFALL, RUN-ON, RUNOFF, AND WIND DISPERSAL	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-6 BMP'S BASED ON POTENTIAL SOURCES OF RUNOFF POLLUTANTS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
ON-SITE STORM DRAIN INLETS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
INTERIOR FLOOR DRAINS AND ELEVATOR SHAFT SUMP PUMPS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
INTERIOR PARKING GARAGES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
NEED FOR FUTURE INDOOR AND STRUCTURAL PEST CONTROL	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
LANDSCAPE / OUTDOOR PESTICIDE USE	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
POOLS, SPAS, PONDS, DECORATIVE FOUNTAINS, AND OTHER WATER FEATURES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
FOOD SERVICE	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
REFUSE AREAS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
INDUSTRIAL PROCESSES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
OUTDOOR STORAGE OF EQUIPMENT OR MATERIALS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
VEHICLE / EQUIPMENT REPAIR AND MAINTENANCE	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
FUEL DISPENSING AREAS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
LOADING DOCKS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
FIRE SPRINKLER TEST WATER	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
MISCELLANEOUS DRAIN OR WASH WATER	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
PLAZAS, SIDEWALKS, AND PARKING LOTS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-6A: LARGE TRASH GENERATING FACILITIES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-6B: ANIMAL FACILITIES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-6C: PLANT NURSERIES AND GARDEN CENTERS	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
SC-6D: AUTOMOTIVE-RELATED USES	<input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
DISCUSSION / JUSTIFICATION FOR ALL "NO" ANSWER SHOWN ABOVE:			



SITE MAP

STORM WATER NOTE:

1. THIS PROJECT IS SUBJECT TO MUNICIPAL CODE SECTION 4303 AND ORDER NO. R9-2013-0001 AS AMENDED BY R9-2015-0001 AND R9-2015-0100

NOTE:

EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

CONSULTANT

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REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 9560

Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

7/23/2019

C-14

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
BMP STANDARD PROJECT TITLE
SHEET**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 16 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
FOR CITY ENGINEER DATE
BRAD JOHNSON C 45836
PRINT DCE NAME RCE #

SUBMITTED BY: BRAD JOHNSON
PROJECT MANAGER
CHECKED BY: AMY MILLS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE

CONTRACTOR _____ DATE STARTED _____
INSPECTOR _____ DATE COMPLETED _____

37414-16-D

GENERAL NOTES

- THIS PLAN MAY BE MODIFIED AND ALTERNATE MEASURES MAY BE USED TO INSURE BETTER EROSION AND SEDIMENT CONTROL RESULTS WITH APPROVAL OF CITY ENGINEER.
- CONTRACTOR SHALL USE THE APPROPRIATE EROSION CONTROL AND SEDIMENT MEASURES AS SHOWN AND DESCRIBED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) APPENDICES.
- TEMPORARY GRAVEL BAGS, DRAINAGE, AND BMP'S TO BE REMOVED AFTER CONSTRUCTION SO NOTHING IS LEFT WITHIN PARKWAY AND PATHWAY.
- NO WORK HAVING POTENTIAL TO CAUSE WATER POLLUTION AS DETERMINED BY THE ENGINEER, SHALL BE PERFORMED UNTIL THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN SUBMITTED TO THE ENGINEER BY THE CONTRACTOR, AND APPROVED.
- THE CONTRACTOR SHALL CONSIDER OTHER CONTROL MEASURES, AS NECESSARY, TO SUPPLEMENT THE CRITICAL TEMPORARY CONTROL MEASURES SHOWN ON THESE PLANS, IN ORDER TO MEET THE POLLUTION CONTROL OBJECTIVES OF THE SWPPP.
- THE APPROXIMATE TOTAL AREA OF SOIL DISTURBANCE FOR THIS PROJECT IS 6.19 ACRES.
- THE WATER POLLUTION CONTROL MEASURES SHOWN ON THIS PLAN ARE TYPICAL FOR THE OTHER SECTIONS OF ROADWAY.
- STORM WATER POLLUTION PREVENTION PLAN DOCUMENTS HAVE PRECEDENCE OVER DETAILS SHOWN HERE. CONTRACTOR TO VERIFY ALL BMP TO CONFORM TO ORDER NO. R9-2013-0001, AS AMENDED BY ORDER NO'S. R9-2015-0001 AND R9-2015-0100, NPDES NO. CAS 0109266.

STORMWATER POLLUTION PREVENTION NOTES:

- APPROPRIATE EROSION PREVENTION AND SEDIMENT CONTROL MEASURES WILL BE IMPLEMENTED AT ALL TIMES.
- THE TOPS OF ALL SLOPES SHALL HAVE A DIKE OR TRENCH TO PREVENT WATER FROM FLOWING OVER THE CRESTS OF SLOPES.
- CLEAN GRAVEL ONLY WILL BE USED IN GRAVEL BAGS.
- CATCH BASINS, DESILTING BASINS, GRAVEL BAGS, CHECK DAMS AND STORM DRAIN SYSTEMS SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY ENGINEER. THESE FACILITIES SHALL BE CLEANED ON A REGULAR BASIS, AND KEPT FREE OF SOIL ACCUMULATION.
- GRAVEL BAG CHECK DAMS SHALL BE PLACED IN UNPAVED AREAS WITH GRADIENTS IN EXCESS OF 2%, IN OTHER GRADED OR EXCAVATED AREAS AS REQUIRED BY THE DEPARTMENT OF DEVELOPMENT SERVICES, AND AT OR NEAR EVERY POINT WHERE CONCENTRATED FLOWS LEAVE THE DEVELOPMENT.
- GRAVEL BAGS SHALL BE PLACED ON THE UPSTREAM SIDE OF ALL DRAINAGE INLETS TO MINIMIZE SILT BUILDUP IN THE INLETS AND PIPES.
- THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY ERODED SLOPES.
- ROADWAYS AND ENTRANCES TO AND FROM THE SITE SHALL BE SWEEPED ON A REGULAR BASIS TO KEEP THEM FREE OF SOIL ACCUMULATION.
- CONTRACTOR SHALL HAVE WATER TRUCKS AND EQUIPMENT ON-SITE TO MINIMIZE AIRBORNE DUST CREATED FROM GRADING AND HAULING OPERATIONS OR EXCESSIVE WIND CONDITIONS. WATERING SHALL BE PERFORMED ON A CONTINUOUS BASIS ANY TIME THESE CONDITIONS ARE PRESENT AND AT ALL OTHER TIMES AS DIRECTED BY THE CITY ENGINEER. ADDITIONAL DUST CONTROL MEASURES SHALL BE IMPLEMENTED AS NEEDED.
- STOCKPILES SHALL BE COVERED AT THE END OF EACH WORKING DAY AND PRIOR TO PREDICTED RAIN EVENTS. ASPHALT SHALL BE STORED ON A LAYER OF PLASTIC SHEETING, OR EQUIVALENT.
- ALL PORTABLE TOILETS SHALL HAVE A SECONDARY CONTAINMENT AND NOT BE LOCATED NEAR A STORM DRAIN (I.E. CATCH BASIN OR STREET).
- INACTIVE SLOPES SHALL BE PROTECTED AND STABILIZED WITHIN 10 CALENDAR DAYS OF LAST BEING WORKED, OR PER THE DIRECTION OF THE CITY. ACTIVE SLOPES SHALL BE STABILIZED DURING RAIN.
- EROSION CONTROL ON SLOPES SHALL BE MITIGATED BY INSTALLING LANDSCAPING AS PER APPROVED LANDSCAPE PLANS AS REQUIRED BY THE DEVELOPMENT REVIEW CONDITIONS, OR BY TEMPORARY EROSION CONTROL CONFORMING TO THE FOLLOWING:
- VEHICLE MAINTENANCE, REPAIR AND STORAGE BMPS WILL BE IMPLEMENTED INCLUDING: USE OF DRIP PANS OR EQUIVALENT UNDER VEHICLE STORED OVERNIGHT; DAILY INSPECTION FOR LEAKS AND SPILLS; PROMPT REMOVAL OF SPILLS; AVAILABILITY OF OIL-ABSORBENT SPILL REMOVAL MATERIALS ON SITE.
- HEAVY EQUIPMENT WILL NOT BE STORED IN THE PUBLIC RIGHT-OF-WAY.
- TRASH SHALL BE PLACED IN DUMPSTERS. OFFCUTS FROM FRAMING WILL BE STORED APPROPRIATLY AND NOT ALLOWED TO ACCUMULATE IN STOCKPILES AROUND THE SITE.
- TRASH DUMPSTERS WILL HAVE LIDS. THE LIDS WILL REMAIN CLOSED AND THE DUMPSTERS WILL NOT BE OVERFILLED. ADDITIONAL TRASH PICK UPS SHALL BE MADE AS NECESSARY.

STORMWATER POLLUTION PREVENTION NOTES CON'T:

- LIQUID MATERIALS WILL BE STORED IN CLOSED CONTAINERS IN SECONDARY CONTAINMENT AND UNDER COVER. SOLID MATERIALS WILL BE STORED ON PALLETS AND BE COVERED DURING RAIN.
- A MATERIALS WASHOUT WILL BE AVAILABLE ONSITE WHENEVER LIQUID MATERIALS ARE USED. THE WASHOUT WILL FULLY CONTAIN THOSE MATERIALS AND THE SURROUNDING AREA SHALL BE KEPT FREE OF SPILLS.
- DISCHARGE OF POTABLE WATER (SUCH AS FROM POWERWASHING OR FILLING WATER TRUCKS) WILL BE PREVENTED.
- 125 PERCENT OF THE MATERIALS REQUIRED TO MAINTAIN STORM WATER BMPS SHALL BE PRESENT ON THE SITE AT ALL TIMES.
- STORMWATER CONTROL MEASURES SHOWN HEREON ARE BEST MANAGEMENT PRACTICES FOR THIS SITE BASED ON THE ANTICIPATED PROGRESS OF THE WORK. ADDITIONAL MEASURES MAY BE REQUIRED AT ANY TIME AT THE DISCRETION OF THE CITY ENGINEER AS THE WORK PROGRESSES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE ADEQUATE PROTECTION IS IN PLACE AT ALL TIMES TO PREVENT ANY DISCHARGE OF POLLUTANTS, INCLUDING SEDIMENT, FROM THE EXPOSED SITE AREAS. BMPS WILL BE MAINTAINED UNTIL REMOVAL.
- A NOTICE OF INTENT (NOI) HAS BEEN, OR WILL BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) AND A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) HAS BEEN OR WILL BE PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CALIFORNIA GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY (ORDER NO 2009-0009-DWQ, NPDES NO CAS000002) FOR ALL OPERATIONS ASSOCIATED WITH THESE PLANS. THE NOI NUMBER ASSIGNED BY SWRCB FOR THIS PROJECT IS NOT YET ASSIGNED, BUT WILL BE PROVIDED BEFORE A PERMIT IS ISSUED, THE PERMITTEE SHALL KEEP A COPY OF THE SWPPP ON SITE AND AVAILABLE FOR REVIEW BY THE CITY OF SAN DIEGO.

SILTATION AND SEDIMENT CONTROL MEASURES NOTES

- SEDIMENT BASINS SHALL BE PROVIDED AT THE LOWER END OF EVERY DRAINAGE AREA PRODUCING SEDIMENT RUNOFF. THE BASINS SHALL BE MAINTAINED AND CLEANED TO DESIGN CONTOURS AFTER EVERY RUNOFF PRODUCING STORM. THE BASINS SHOULD BE SEMI-PERMANENT STRUCTURES THAT WILL REMAIN UNTIL SOIL STABILIZING VEGETATION HAS BECOME WELL ESTABLISHED ON ALL ERODIBLE SLOPES.
- SEDIMENTATION BASINS MAY NOT BE REMOVED OR MADE INOPERATIVE WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER.
- SEWER OR STORM DRAIN TRENCHES THAT ARE CUT THROUGH BASIN DIKES OR BASIN INLET DIKES SHALL BE PLUGGED WITH GRAVEL BAGS FROM TOP OF PIPE TO TOP OF DIKE.
- ALL UTILITY TRENCHES SHALL BE BLOCKED AT THE PRESCRIBED INTERVALS WITH A DOUBLE ROW OF GRAVEL BAGS WITH A TOP ELEVATION LEVEL WITH, AND TWO GRAVEL BAGS BELOW, THE GRADED SURFACE OF THE STREET. GRAVEL BAGS ARE TO BE PLACED WITH LAPPED COURSES. THE INTERVALS PRESCRIBED BETWEEN GRAVEL BAGS BLOCKING SHALL DEPEND ON THE SLOPE OF THE GROUND SURFACE BUT SHALL NOT EXCEED THE FOLLOWING:

GRADE OF THE STREET	INTERVAL
LESS THAN 2%	AS REQUIRED
2% TO 4%	100 FEET
4% TO 10%	50 FEET
OVER 10%	25 FEET
- AFTER UTILITY TRENCHES ARE BACKFILLED AND COMPACTED, THE SURFACES OVER SUCH TRENCHES SHALL BE MOUNDING SLIGHTLY TO PREVENT CHANNELING OF WATER IN THE TRENCH AREA. CARE SHOULD BE EXERCISED TO PROVIDE FOR CROSS FLOW AT FREQUENT INTERVALS WHERE TRENCHES ARE NOT ON THE CENTERLINE OF A CROWNED STREET.
- PROVIDE VELOCITY CHECK DAMS IN ALL UNPAVED GRADED CHANNELS AND BIOFILTRATION BASIN/RAIN GARDEN AT THE INTERVALS INDICATED BELOW:

GRADE OF CHANNEL	INTERVALS BETWEEN CHECK DAMS
LESS THAN 3%	100 FEET
3% TO 6%	50 FEET
OVER 6%	25 FEET

NOTES:

- PROJECT TO BE BUILT IN PHASES. THESE WATER POLLUTION AND EROSION CONTROL PLANS ONLY SHOW OVERALL PROTECTION FOR THE PROJECT.
- CONTRACTOR TO SUBMIT PHASED WATER POLLUTION AND EROSION CONTROL PLANS TO ENGINEER FOR APPROVAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY WATER POLLUTION AND EROSION CONTROL WITH PHASED CONSTRUCTION FOR ENTIRE PROJECT.
- EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

STORMWATER POLLUTION PREVENTION NOTES CON'T:

- PROVIDE VELOCITY CHECK DAMS IN ALL PAVED STREET AREAS ACCORDING TO INTERVALS INDICATED BELOW. VELOCITY CHECK DAMS MAY BE CONSTRUCTED OF GRAVEL BAGS, TIMBER, OR OTHER EROSION RESISTANT MATERIALS APPROVED BY THE ENGINEER, AND SHALL EXTEND COMPLETELY ACROSS THE STREET OR CHANNEL AT RIGHT ANGLES TO THE CENTERLINE. VELOCITY CHECK DAMS MAY ALSO SERVE AS SEDIMENT TRAPS.

GRADE OF STREET	INTERVAL	NO. OF BAGS HIGH
LESS THAN 2%	AS REQ'D, 200 FT MAX.	1
2% TO 4%	100 FEET	1
4% TO 6%	50 FEET	1
6% TO 10%	50 FEET	2
OVER 10%	25 FEET	2

SILTATION AND SEDIMENT CONTROL MEASURES NOTES CON'T:

- PROVIDE A GRAVEL BAG SILT BASIN OR TRAP BY EVERY STORM DRAIN INLET TO PREVENT SEDIMENT FROM ENTERING DRAIN SYSTEM.
- SANDBAGS AND FILL MATERIAL SHALL BE STOCKPILED AT INTERVALS, READY FOR USE WHEN REQUIRED.
- ALL EROSION CONTROL DEVICES WITHIN THE DEVELOPMENT SHOULD BE MAINTAINED DURING AND AFTER EVERY RUNOFF PRODUCING STORM, IF POSSIBLE, MAINTENANCE CREWS SHOULD BE REQUIRED TO HAVE ACCESS TO ALL AREAS.
- ANY PROPOSED ALTERNATE CONTROL MEASURES MUST BE APPROVED IN ADVANCE BY THE CITY OF SAN DIEGO.


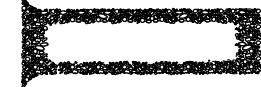
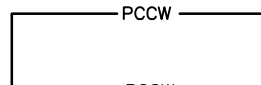
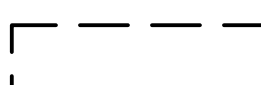
GENERAL STANDARDS OF CONSTRUCTION

UNLESS OTHERWISE NOTED ON THE PLANS, ALL WORK SHALL CONFORM WITH THE FOLLOWING STANDARD SPECIFICATIONS AND DRAWINGS:

STANDARD SPECIFICATIONS:

- CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA), STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK CONSTRUCTION, LATEST EDITION.

LEGEND

SYMBOL	CASQA BMP DETAIL NO.	ITEM
.....	SE-4	GRAVEL CHECK DAM
FR FR	SE-5	FIBER ROLL
		TEMPORARY HYDRAULIC MULCH
	TC-1	CONSTRUCTION ENTRANCE
	WM-8	TEMPORARY CONCRETE WASHOUT (PORTABLE CONCRETE WASHOUT)
		LIMITS OF WORK

C-15

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PROFESSIONAL ENGINEER

DOMENIC J. LUPO


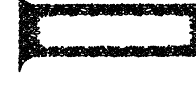
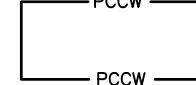

No. 99560
Exp. 12/31/19

CIVIL

7/23/2019

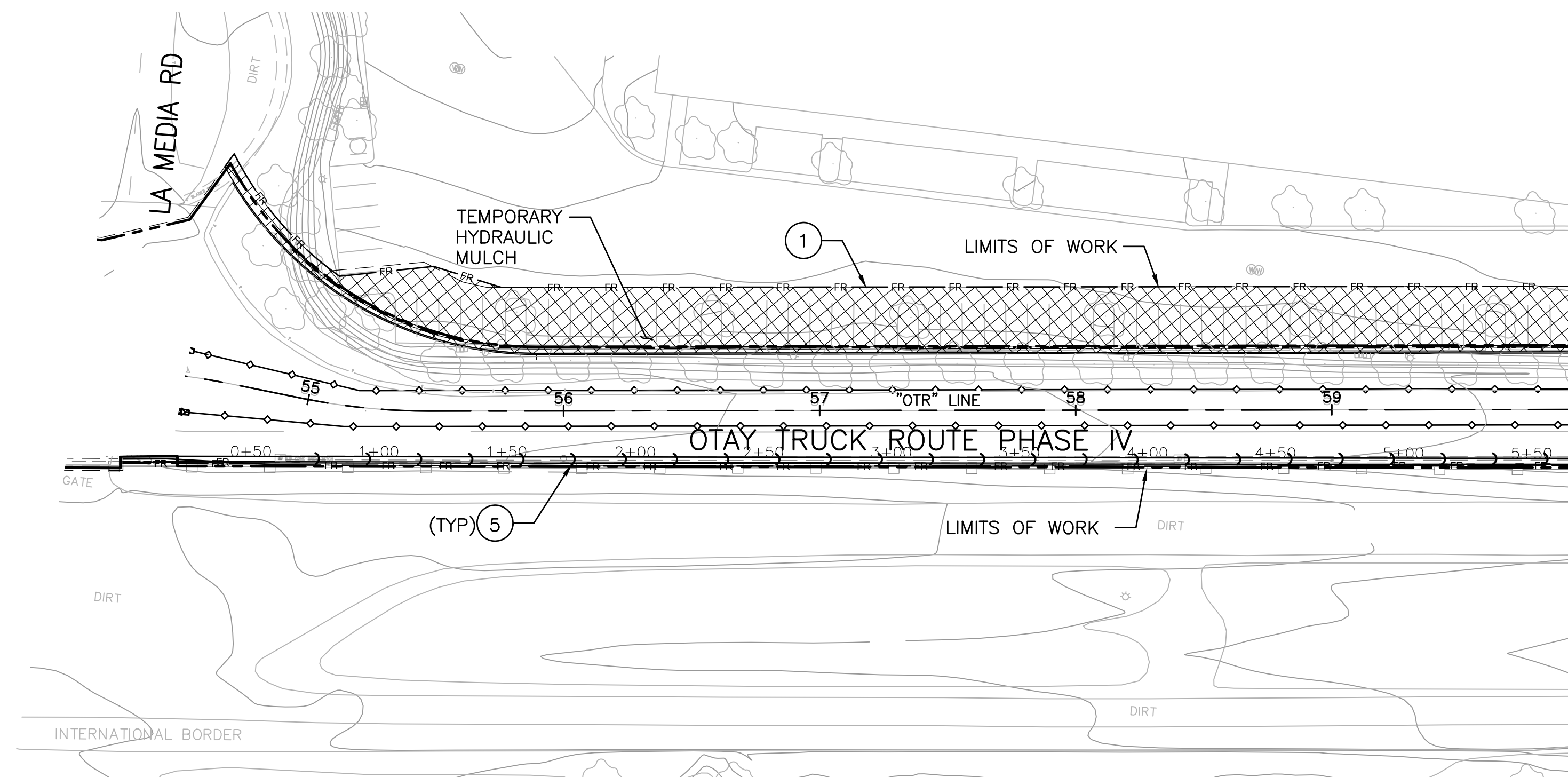
OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN WATER POLLUTION AND EROSION CONTROL GENERAL NOTES			
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 17 OF 29 SHEETS			WBS S-11060
APPROVED:  FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE 7/23/2019 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER	138-1779 CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE
DESCRIPTION	BY	APPROVED	DATE FILMED
	AECOM		
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
			37414-17-D

LEGEND:

SYMBOL	CASQA BMP DETAIL NO.	ITEM
.....	SE-4	GRAVEL CHECK DAM
—FR—	SE-5	FIBER ROLL
		TEMPORARY HYDRAULIC MULCH
	TC-1	CONSTRUCTION ENTRANCE
	WM-8	TEMPORARY CONCRETE WASHOUT (PORTABLE CONCRETE WASHOUT)
		LIMITS OF WORK

WATER POLLUTION CONTROL NOTES:

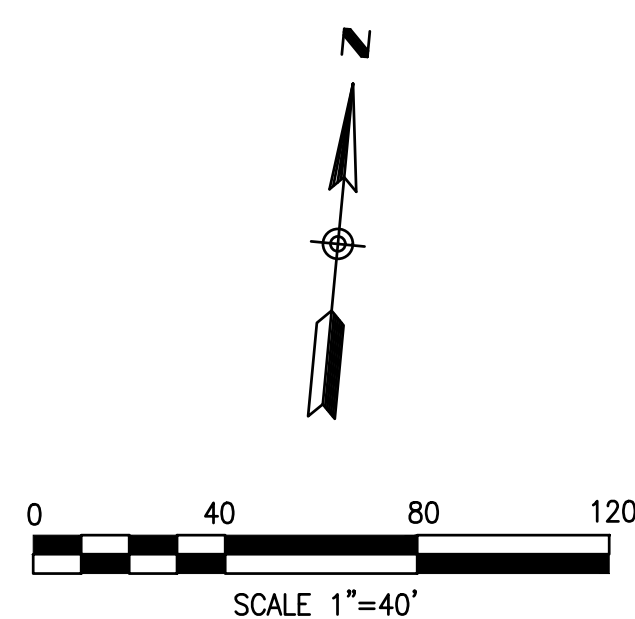
- ① FIBER ROLL PER DETAIL 2, SHEET 21
- ② STORM DRAIN INLET PROTECTION PER DETAIL 4, SHEET 21
- ③ CATCH BASIN PROTECTION PER DETAIL 5, SHEET 21
- ④ GRAVEL CHECK DAM – BIOFILTRATION BASIN/RAIN GARDEN PER DETAIL 6, SHEET 21
- ⑤ GRAVEL CHECK DAM – STREET PER DETAIL 3, SHEET 21
- ⑥ CONSTRUCTION ENTRANCE PER DETAIL 1, SHEET 21
- ⑦ TEMPORARY CONSTRUCTION WASHOUT
- ⑧ APPLY TEMPORARY HYDRAULIC MULCH TO BIOFILTRATION BASIN/RAIN GARDEN AFTER PLACEMENT OF GRAVEL AND FILTRATION SOIL



PLAN
1"=40'


NOTE:


EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.



MATCH LINE STA 60+00
SEE SHEET 19

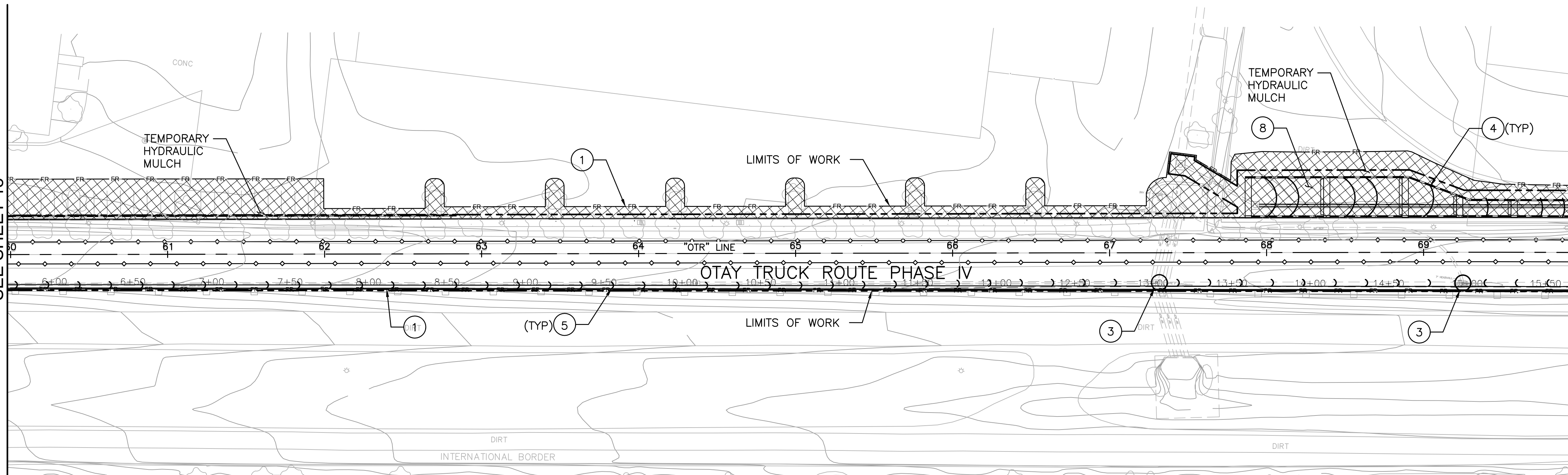
C-16

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN WATER POLLUTION AND EROSION CONTROL PLAN STA 54+00 TO STA 60+00	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 18 OF 29 SHEETS	
WBS <u>S-11060</u>	
APPROVED:  FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 C 45836 RCE #
SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER	
138-1779 CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED
37414-18-D	

CONSULTANT	
	
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REGISTERED PROFESSIONAL ENGINEER	
DOMENIC J. LUPO	
No. 49960	Exp. 12/31/19
CIVIL	
7/23/2019	

MATCH LINE STA 60+00
SEE SHEET 18



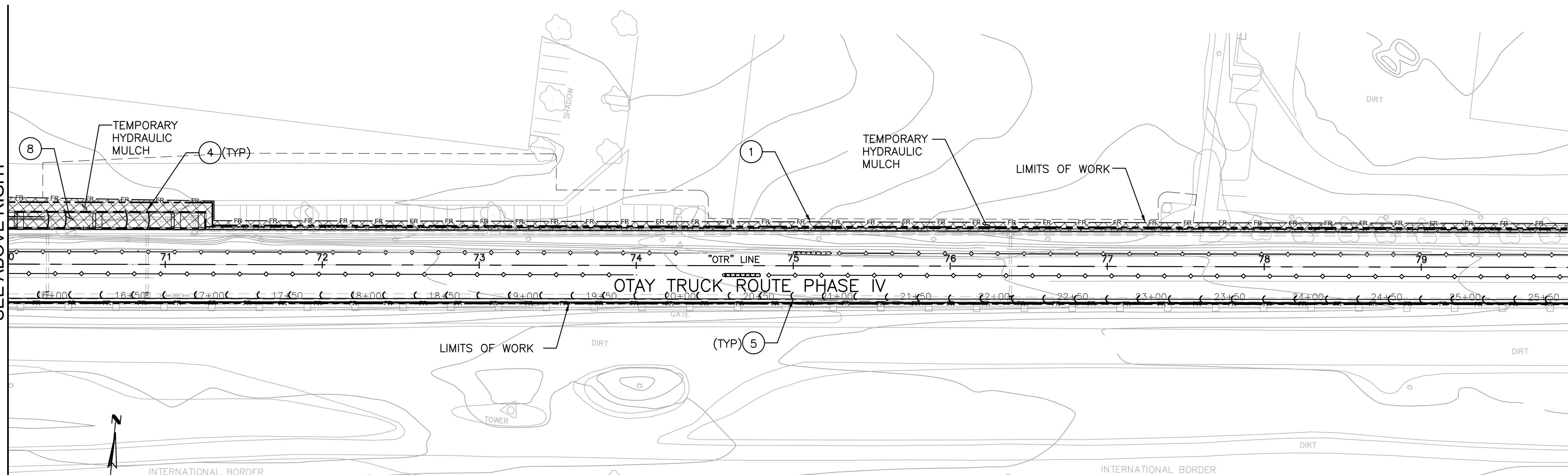
PLAN
1"=40'

MATCH LINE STA 70+00
SEE BELOW LEFT

LEGEND:

SYMBOL	CASQA BMP DETAIL NO.	ITEM
.....	SE-4	GRAVEL CHECK DAM
FR	SE-5	FIBER ROLL
[Cross-hatched box]		TEMPORARY HYDRAULIC MULCH
[Rectangular box with top and bottom lines]	TC-1	CONSTRUCTION ENTRANCE
[Rectangular box with 'PCCW' text]	WM-8	TEMPORARY CONCRETE WASHOUT (PORTABLE CONCRETE WASHOUT)
[Dashed line]		LIMITS OF WORK

MATCH LINE STA 70+00
SEE ABOVE RIGHT



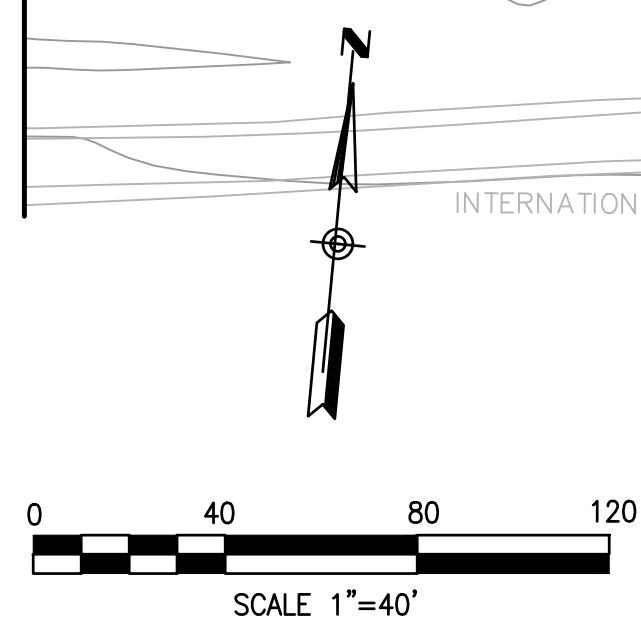
PLAN
1"=40'

MATCH LINE STA 80+00
SEE SHEET 20

WATER POLLUTION CONTROL NOTES:

- ① FIBER ROLL PER DETAIL 2, SHEET 21
- ② STORM DRAIN INLET PROTECTION PER DETAIL 4, SHEET 21
- ③ CATCH BASIN PROTECTION PER DETAIL 5, SHEET 21
- ④ GRAVEL CHECK DAM - BIOFILTRATION BASIN/RAIN GARDEN PER DETAIL 6, SHEET 21
- ⑤ GRAVEL CHECK DAM - STREET PER DETAIL 3, SHEET 21
- ⑥ CONSTRUCTION ENTRANCE PER DETAIL 1, SHEET 21
- ⑦ TEMPORARY CONSTRUCTION WASHOUT
- ⑧ APPLY TEMPORARY HYDRAULIC MULCH TO BIOFILTRATION BASIN/RAIN GARDEN AFTER PLACEMENT OF GRAVEL AND FILTRATION SOIL

C-17



NOTE:
EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

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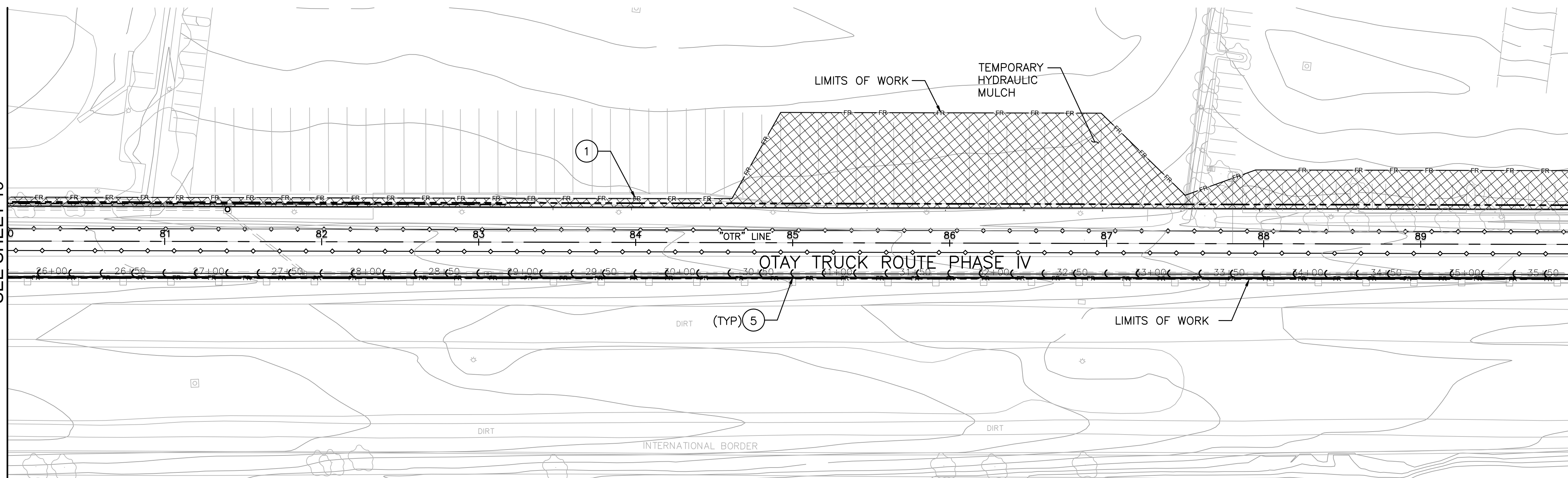
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CIVIL
STATE OF CALIFORNIA

7/23/2019

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 19 OF 29 SHEETS				WBS S-11060
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME		DATE: 7/23/2019 C 45836 RCE #		SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR				DATE STARTED
INSPECTOR				DATE COMPLETED
6340407-1778444 CCS27 COORDINATE CCS83 COORDINATE				37414-19-D

WATER POLLUTION AND EROSION CONTROL PLAN

MATCH LINE STA 80+00
SEE SHEET 19

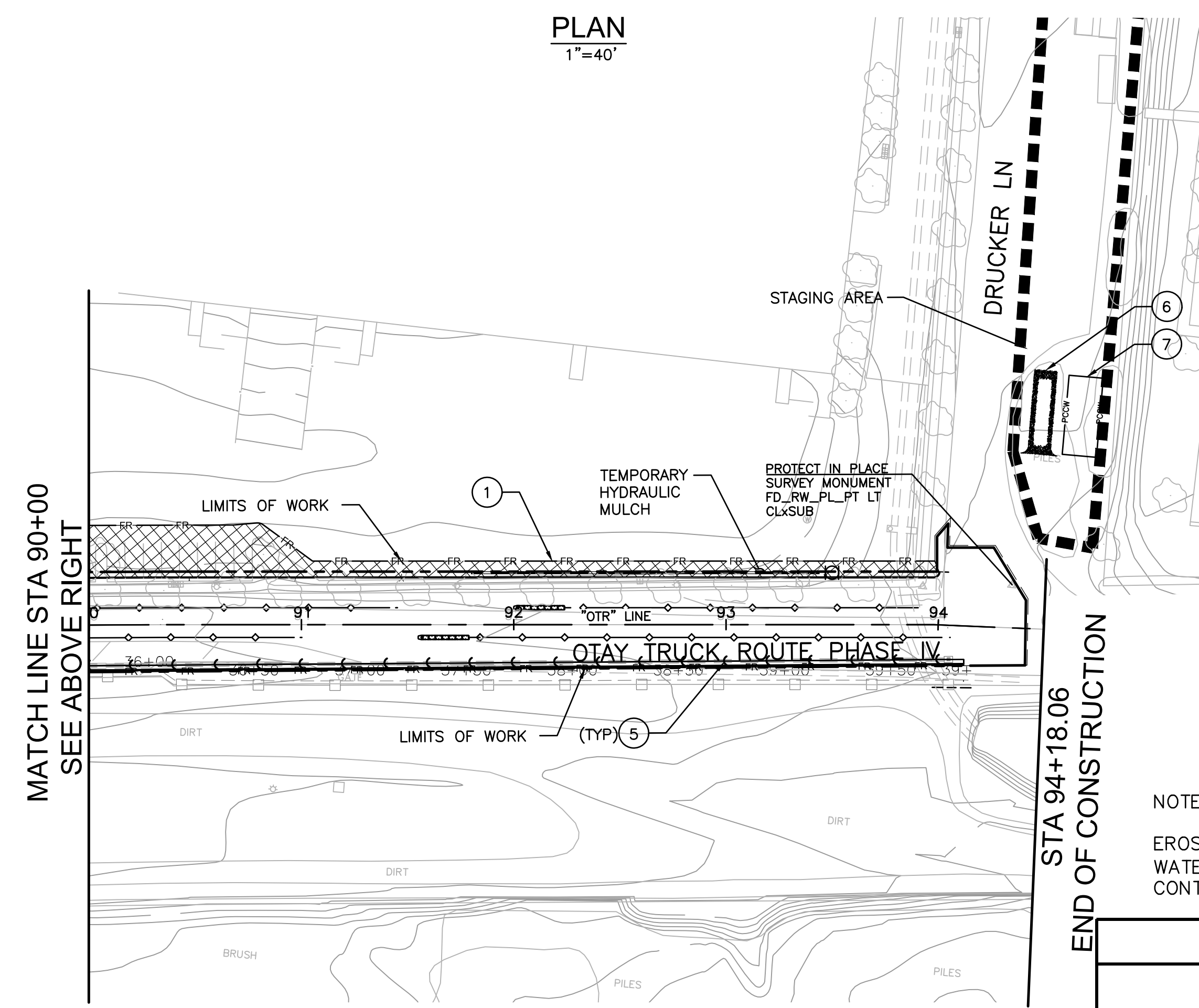


MATCH LINE STA 90+00
SEE BELOW LEFT

LEGEND:

SYMBOL	CASQA BMP DETAIL NO.	ITEM
.....	SE-4	GRAVEL CHECK DAM
—FR—	SE-5	FIBER ROLL
[Cross-hatched]		TEMPORARY HYDRAULIC MULCH
[Dashed line]	TC-1	CONSTRUCTION ENTRANCE
[Box with PCCW]	WM-8	TEMPORARY CONCRETE WASHOUT (PORTABLE CONCRETE WASHOUT)
[Dashed box]		LIMITS OF WORK

PLAN
1"=40'



STA 94+18.06
END OF CONSTRUCTION

NOTE:
EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

WATER POLLUTION CONTROL NOTES:

- 1 FIBER ROLL PER DETAIL 2, SHEET 21
- 2 STORM DRAIN INLET PROTECTION PER DETAIL 4, SHEET 21
- 3 CATCH BASIN PROTECTION PER DETAIL 5, SHEET 21
- 4 GRAVEL CHECK DAM - BIOFILTRATION BASIN/RAIN GARDEN PER DETAIL 6, SHEET 21
- 5 GRAVEL CHECK DAM - STREET PER DETAIL 3, SHEET 21
- 6 CONSTRUCTION ENTRANCE PER DETAIL 1, SHEET 21
- 7 TEMPORARY CONSTRUCTION WASHOUT
- 8 APPLY TEMPORARY HYDRAULIC MULCH TO BIOFILTRATION BASIN/RAIN GARDEN AFTER PLACEMENT OF GRAVEL AND FILTRATION SOIL

C-18

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
WATER POLLUTION AND EROSION CONTROL PLAN
STA 80+00 TO STA 94+18.06**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 20 OF 29 SHEETS

WBS S-11060

APPROVED FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE 7/23/2019 C 45836 RCE #	SUBMITTED BY BRAD JOHNSON PROJECT MANAGER CHECKED BY AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR		DATE STARTED		
INSPECTOR		DATE COMPLETED		
		138-1779		6340407-1778444
		CCS27 COORDINATE		CCS83 COORDINATE
		37414-20-D		

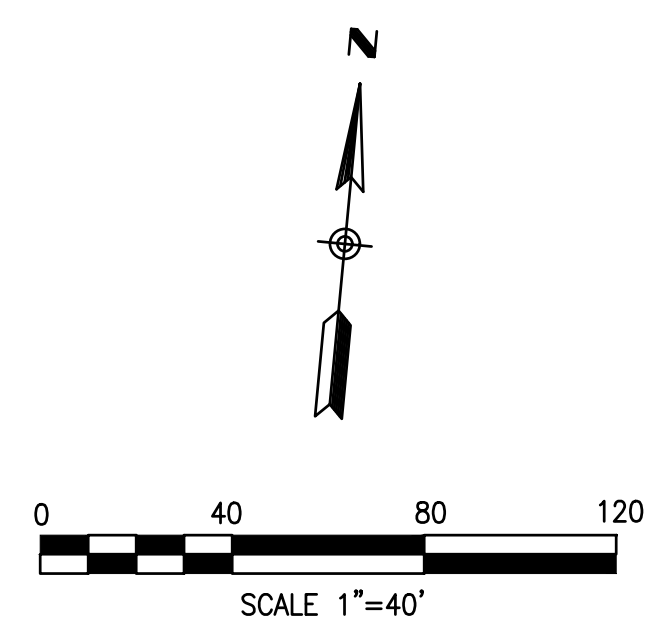
CONSULTANT

TRANSPORTATION **AECOM**

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T 619-610-7600
www.aecom.com

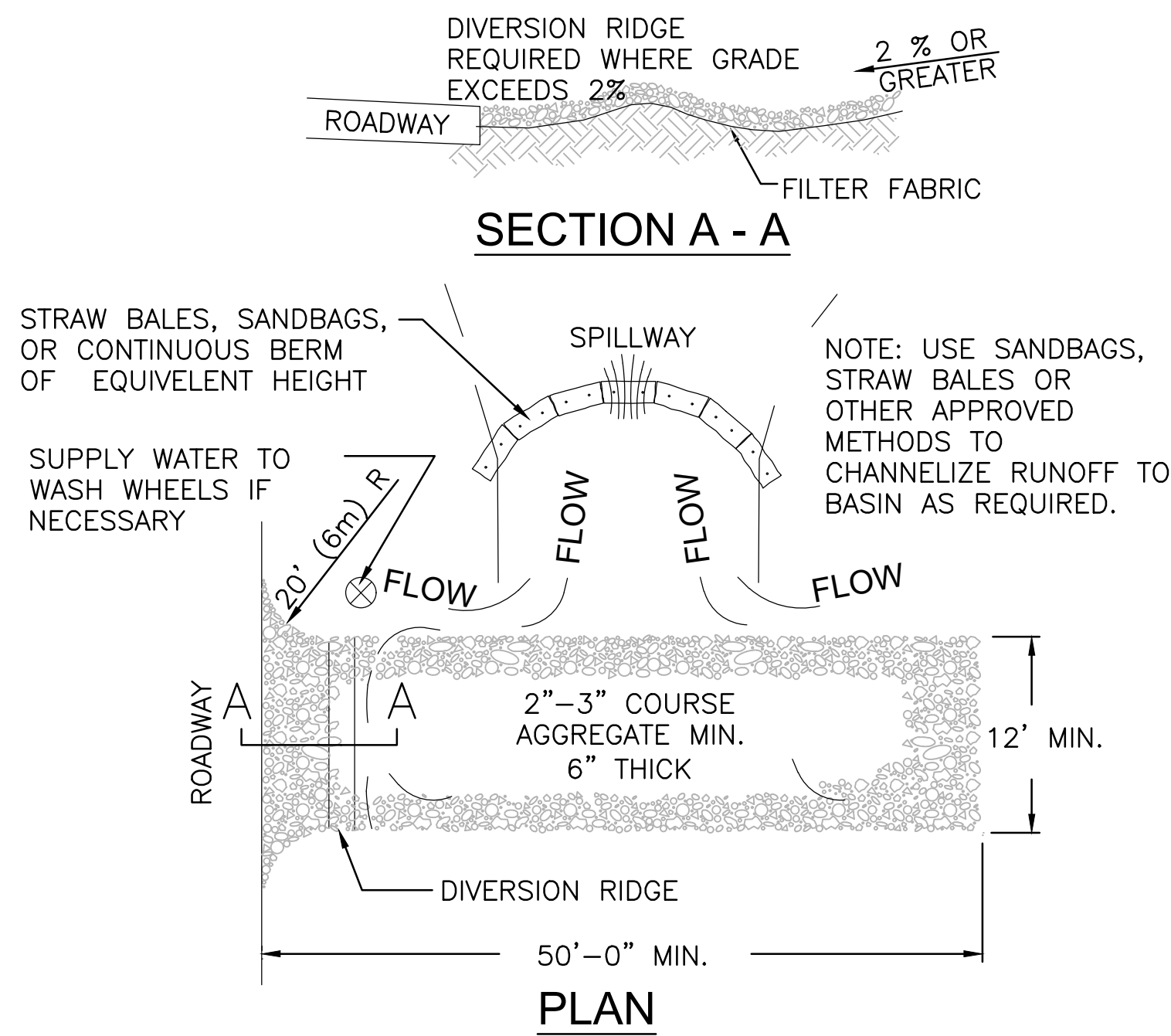
ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 49560
Exp. 12/31/19
CIVIL
STATE OF CALIFORNIA
7/23/2019



PLAN
1"=40'

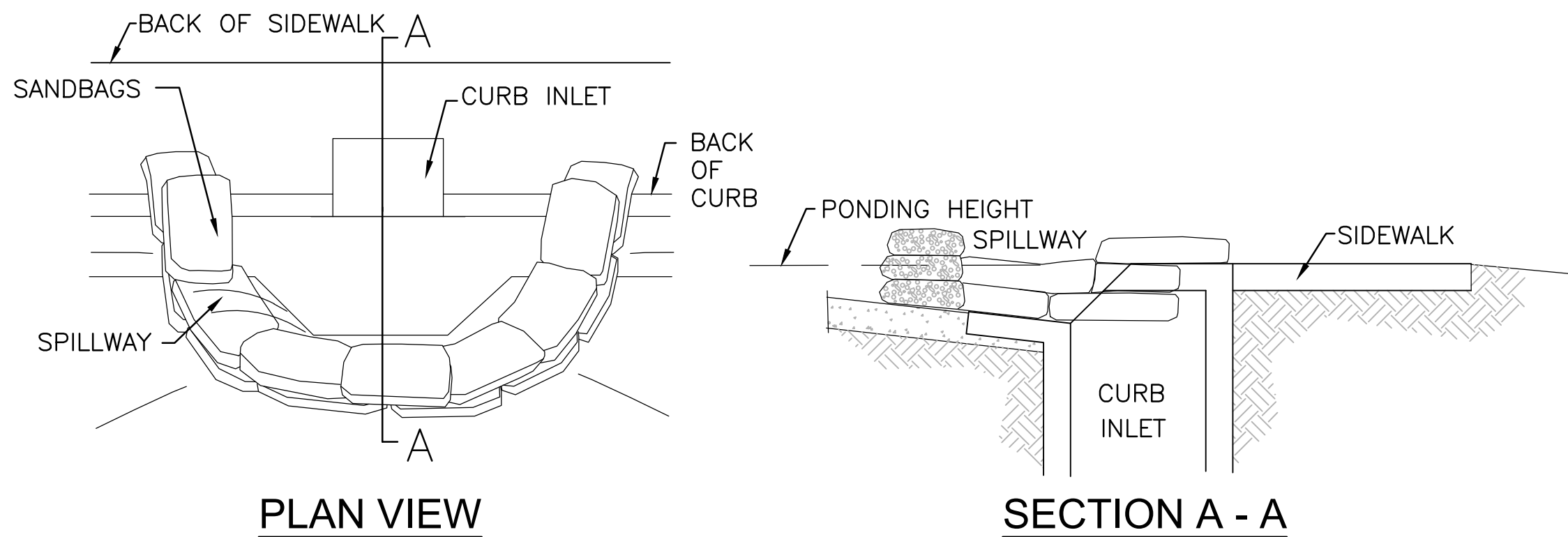
WATER POLLUTION AND EROSION CONTROL PLAN



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT UNPAVED LOCATIONS. WHERE VEHICLES ENTER PAVED SURFACES, CONTRACTOR TO INCLUDE IN WATER POLLUTION AND EROSION CONTROL COST ALL NECESSARY STABILIZED CONSTRUCTION ENTRANCES.

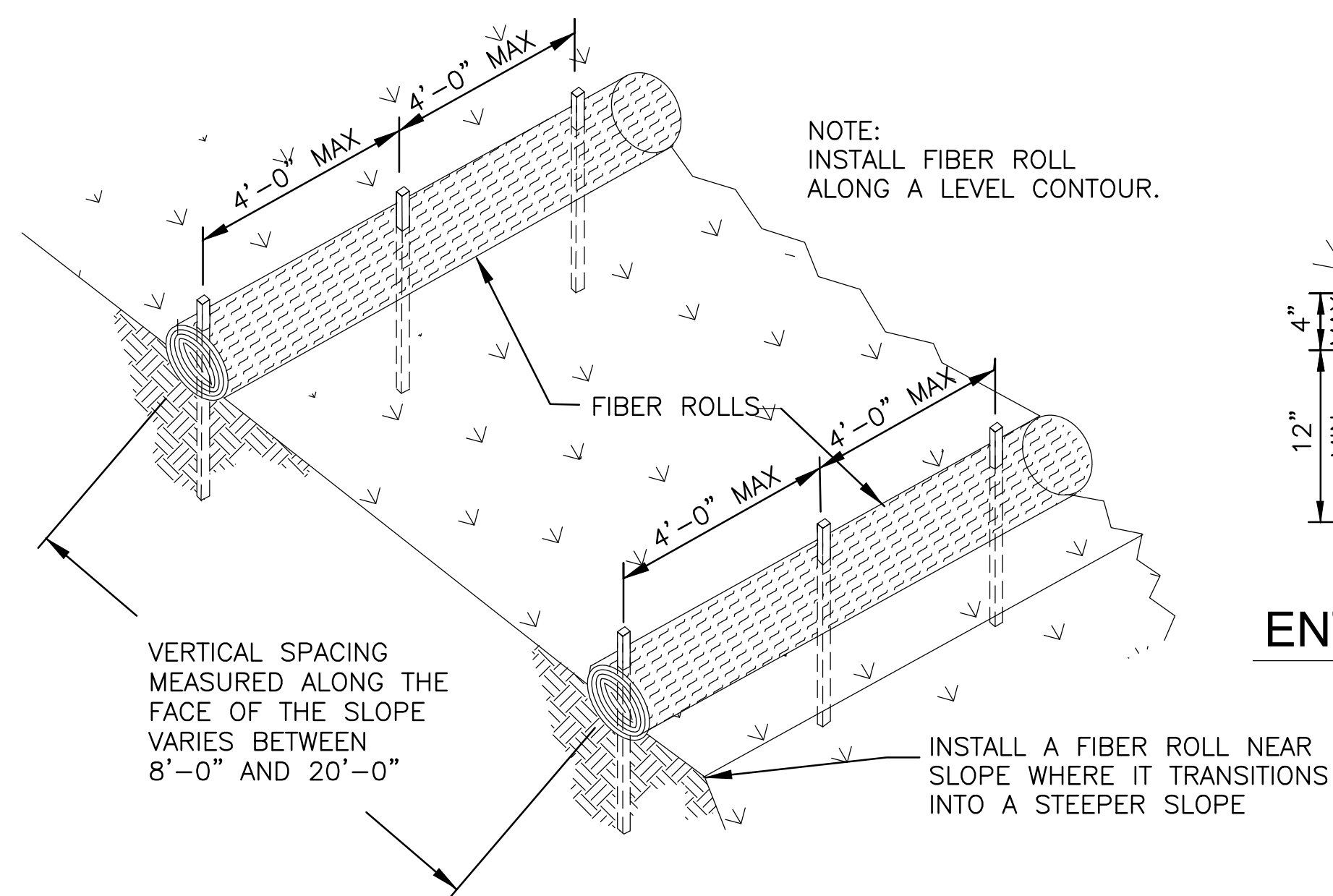
1 STABILIZED CONSTRUCTION ENTRANCE/EXIT (CASQA BMP DETAIL TC-1)
NO SCALE



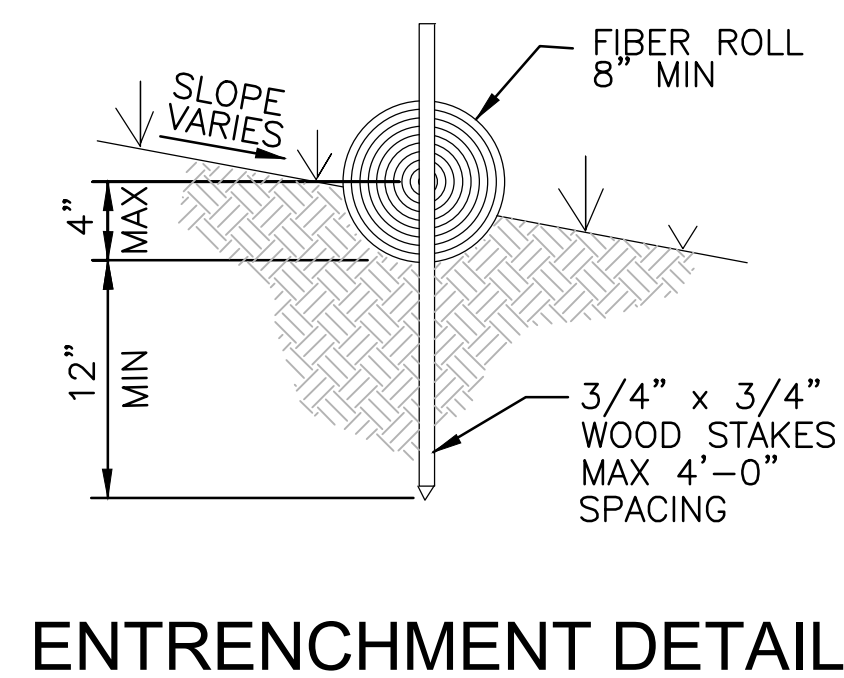
NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.
2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

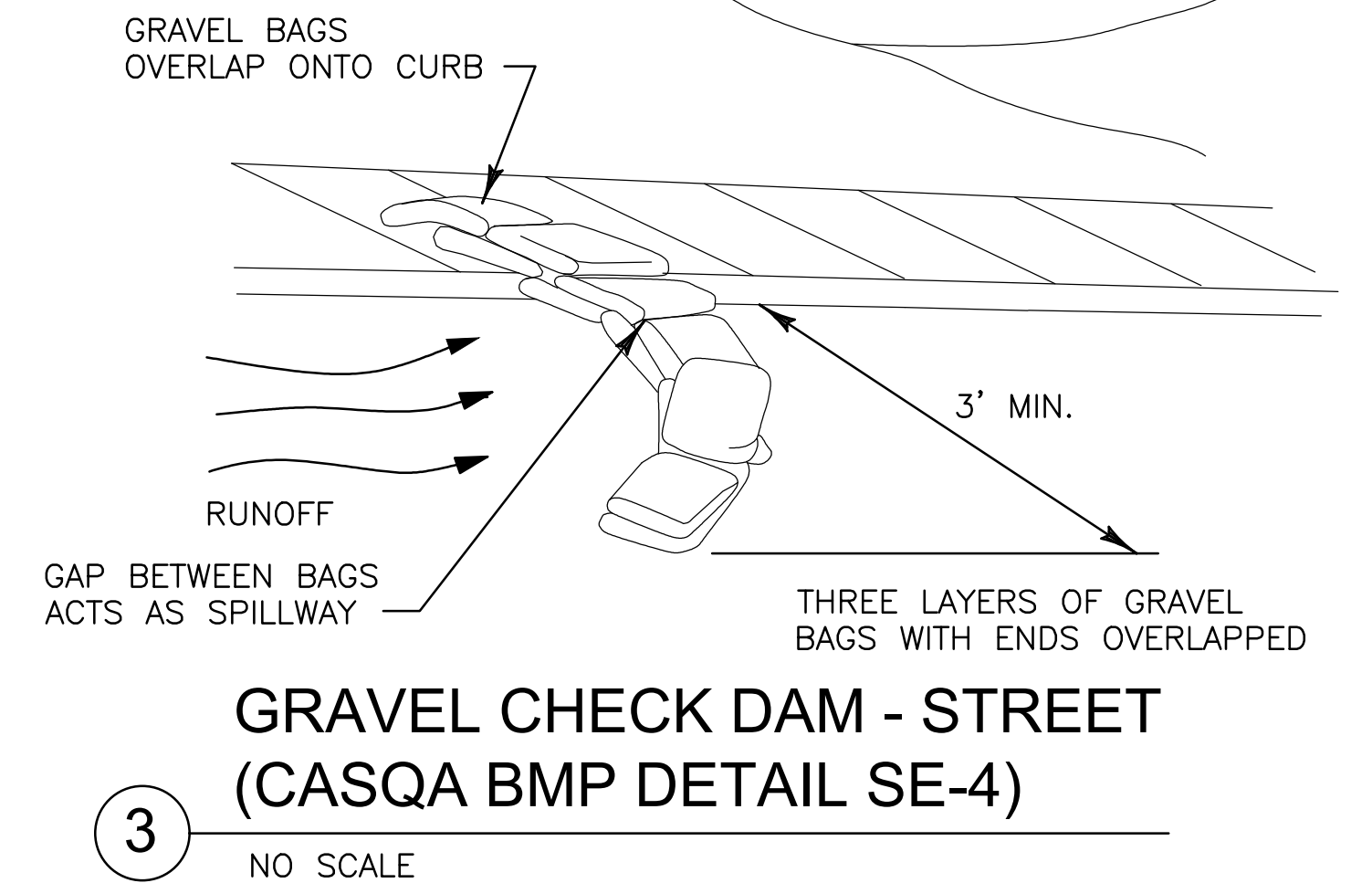
4 STORM DRAIN INLET PROTECTION (CASQA BMP DETAIL SE-10)
NO SCALE



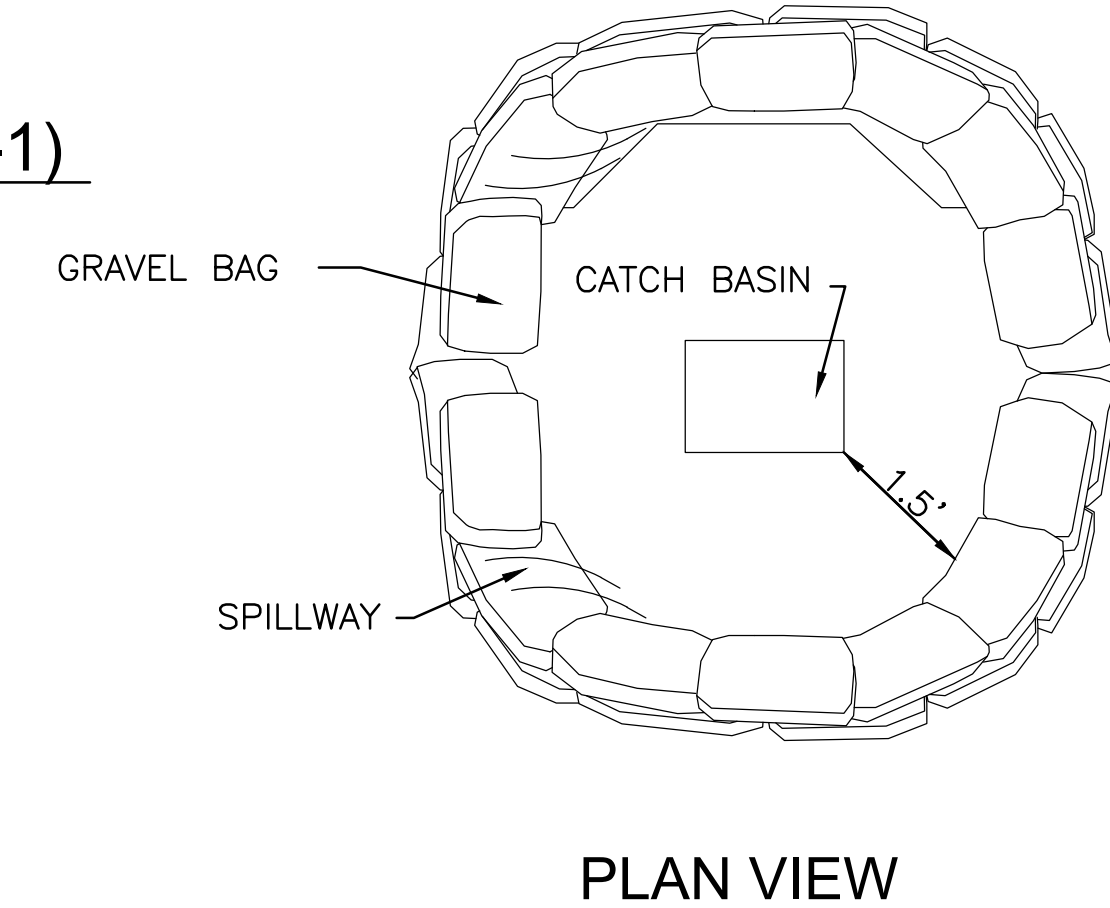
2 FIBER ROLL INSTALLATION (CASQA BMP DETAIL SE-5)
NO SCALE



3



3 GRAVEL CHECK DAM - STREET (CASQA BMP DETAIL SE-4)
NO SCALE

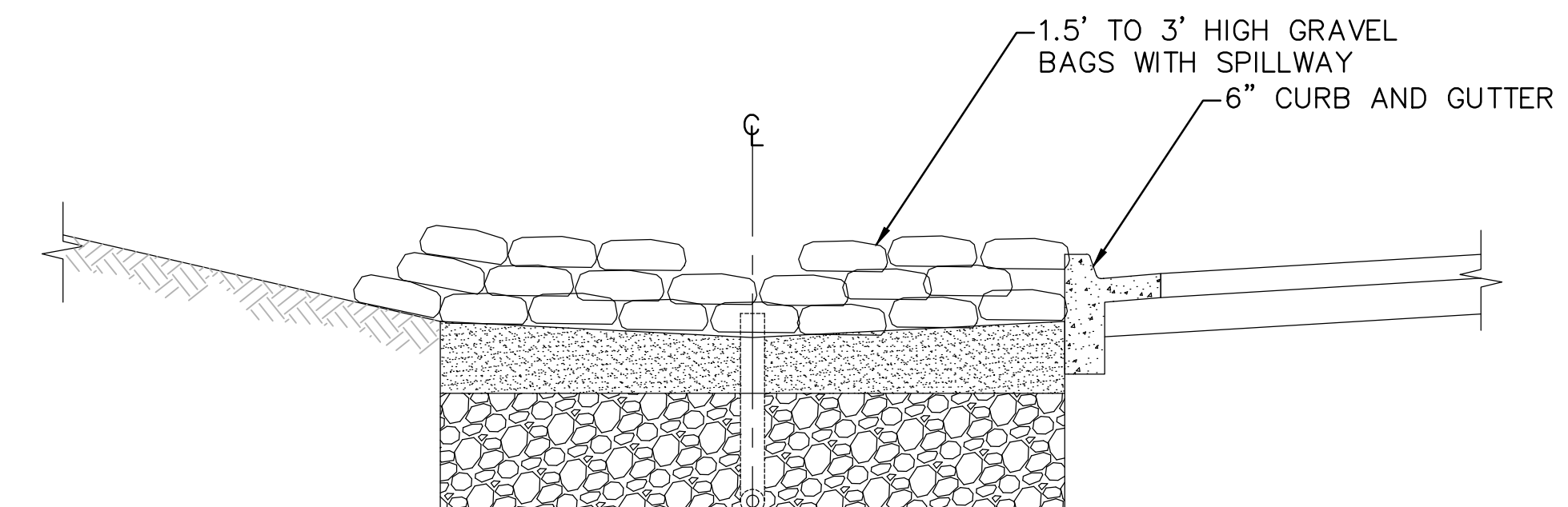


PLAN VIEW

NOTES:

1. GRAVEL BAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.
2. LEAVE ONE GRAVEL BAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
3. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

5 CATCH BASIN PROTECTION (CASQA BMP DETAIL SE-10)
NO SCALE



6 GRAVEL CHECK DAM - BIOFILTRATION BASIN/RAIN GARDEN (CASQA BMP DETAIL SE-4)
NO SCALE

NOTE:

EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

C-19

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
WATER POLLUTION AND EROSION
CONTROL DETAILS**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 21 OF 29 SHEETS		WBS S-11060		
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/2019 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	AECOM			
CONTRACTOR		DATE STARTED		138-1779
INSPECTOR		DATE COMPLETED		CCS27 COORDINATE
				6340407-1778444
				CCS83 COORDINATE
				37414-21-D

CONSULTANT

TRANSPORTATION **AECOM**

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T 619-519-6100-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO





No. 99560
Exp. 12/31/19

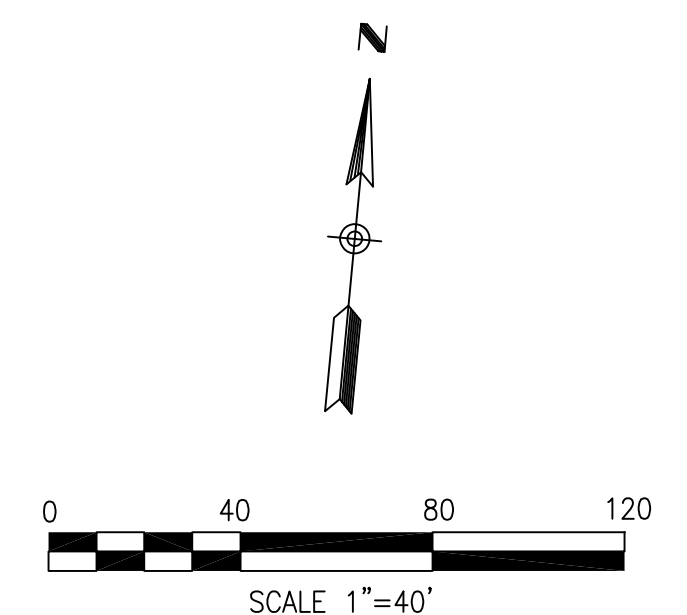
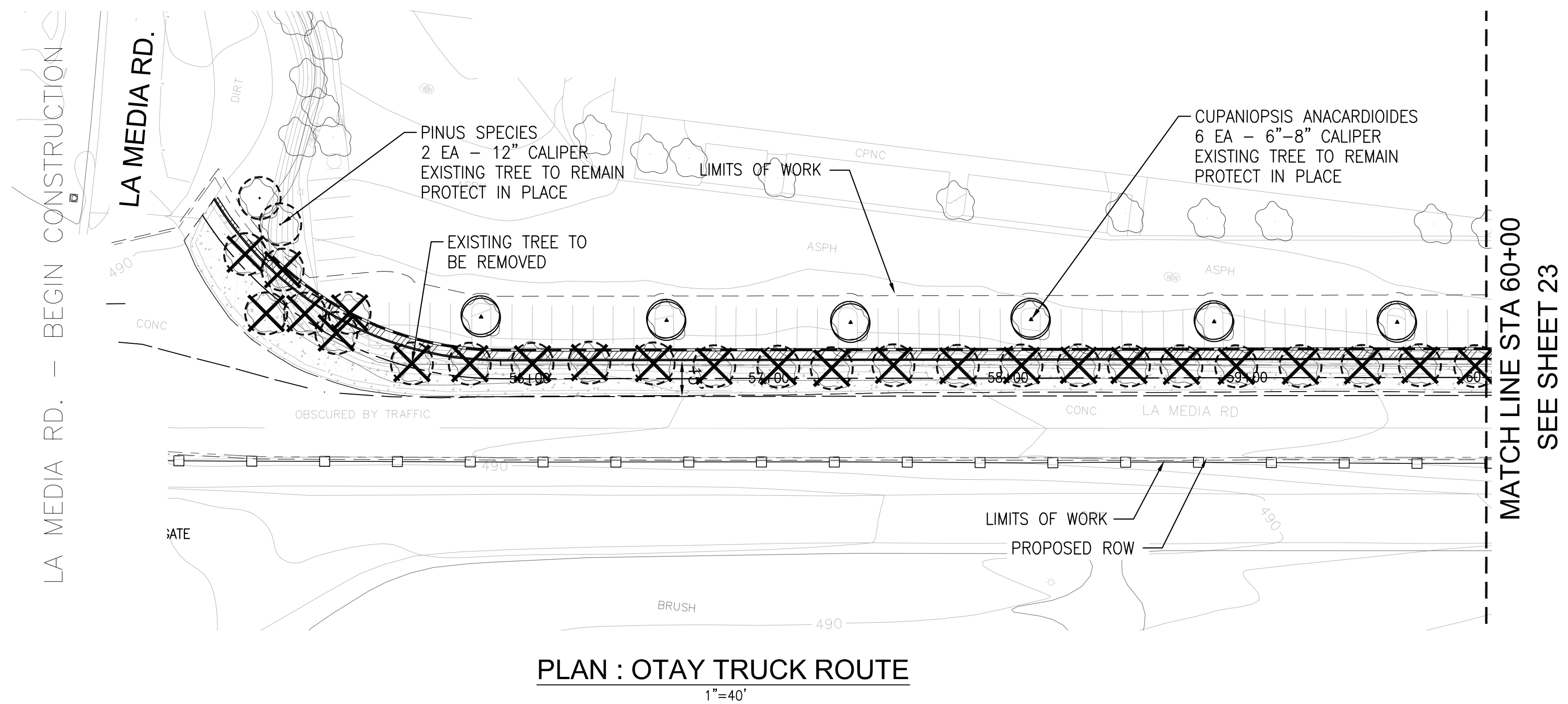
CIVIL

STATE OF CALIFORNIA

7/23/2019

LEGEND

-  EXISTING TREE TO BE REMOVED
-  EXISTING PINUS SPECIES TO REMAIN - PROTECT IN PLACE
-  EXISTING CUPANIOPSIS ANACARDIOIDES TO REMAIN - PROTECT IN PLACE
-  EXISTING TREE



CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING EXISTING IRRIGATION SYSTEM OPERATIONAL DURING CONSTRUCTION. EXISTING IRRIGATION SYSTEM AND EXISTING LANDSCAPE TO REMAIN SHALL BE PROTECTED IN PLACE.

DECLARATION OF RESPONSIBILITY

I HEREBY DECLARE THAT I AM THE LANDSCAPE ARCHITECT OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS LANDSCAPE ARCHITECT OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

BY: *Vicki Estrada* DATE: 5-30-2017
 VICKI ESTRADA R.L.A. NO. 1685 EXP. 4/30/20
 ESTRADA LAND PLANNING
 225 BROADWAY, STE. 1160, SAN DIEGO, CA 92101
 VESTRADA@ESTRADALANDPLAN.COM

L-01

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
LANDSCAPE PLAN
STA 54+00 TO 60+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 22 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/2019
 FOR CITY ENGINEER DATE
 BRAD JOHNSON C 45836
 PRINT DCE NAME RCE #

SUBMITTED BY: BRAD JOHNSON
 PROJECT MANAGER
 CHECKED BY: AMY MILLS
 PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ESTRADA				
AS BUILT				
CONTRACTOR		DATE STARTED		
INSPECTOR		DATE COMPLETED		

138-1779
 NAD27 COORDINATE
 6340407-1778444
 NAD83 COORDINATE
 37414-22-D

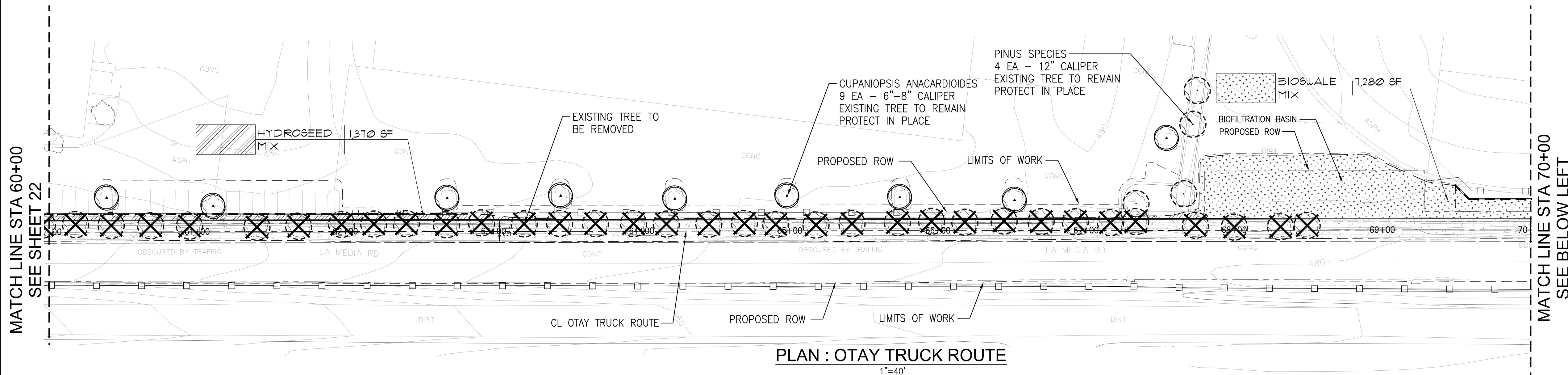
CONSULTANT

Estrada Land Planning
 Urban Design Landscape Architecture Computer Imaging

619.236.0143
 225 Broadway, Suite 1160
 San Diego, California 92101
 619.236.0578 Fax
 ELP@EstradaLandPlan.com

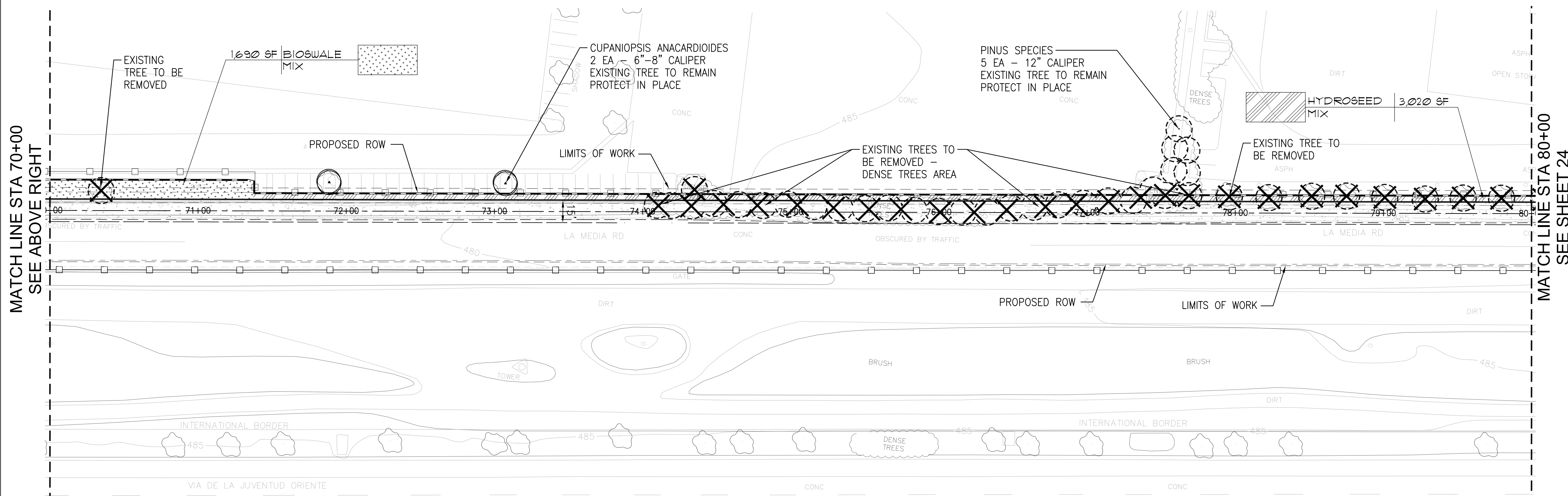
ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

LANDSCAPE PLAN STA 54+00 TO 60+00

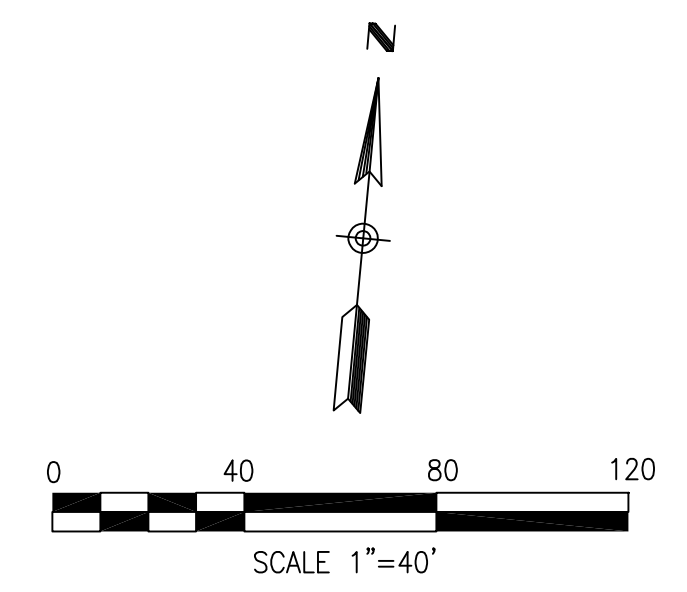


PLAN : OTAY TRUCK ROUTE
1"=40'

- LEGEND**
- EXISTING TREE TO BE REMOVED
 - EXISTING PINUS SPECIES TO REMAIN - PROTECT IN PLACE
 - EXISTING CUPANIOPSIS ANACARDIODES TO REMAIN - PROTECT IN PLACE
 - EXISTING TREE



PLAN : OTAY TRUCK ROUTE
1"=40'



CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING EXISTING IRRIGATION SYSTEM OPERATIONAL DURING CONSTRUCTION. EXISTING IRRIGATION SYSTEM AND EXISTING LANDSCAPE TO REMAIN SHALL BE PROTECTED IN PLACE.

L-02

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
LANDSCAPE PLAN
STA 60+00 TO 80+00**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 23 OF 29 SHEETS		WBS S-11060		
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE 7/23/2019 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
	ESTRADA			
AS BUILT				
CONTRACTOR		DATE STARTED		
INSPECTOR		DATE COMPLETED		
		138-1779 NAD27 COORDINATE		
		6340407-1778444 NAD83 COORDINATE		
		37414-23-D		

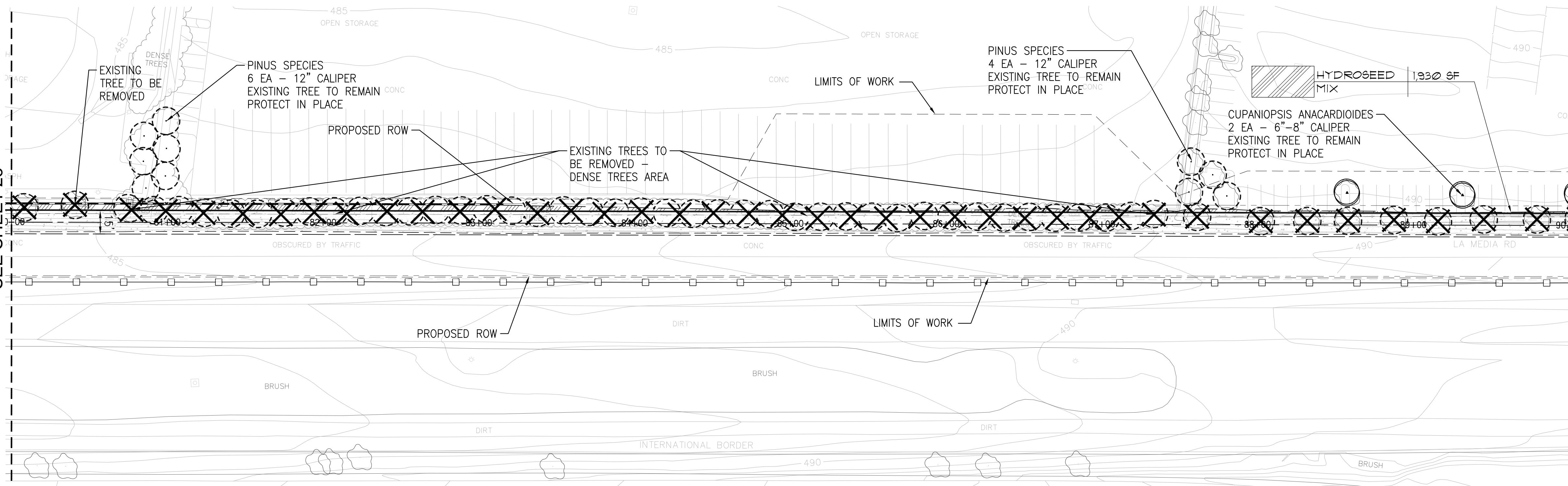
CONSULTANT

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225 Broadway, Suite 1160
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619.236.0578 Fax
ELP@EstradaLandPlan.com

LANDSCAPE PLAN STA 60+00 TO 80+00

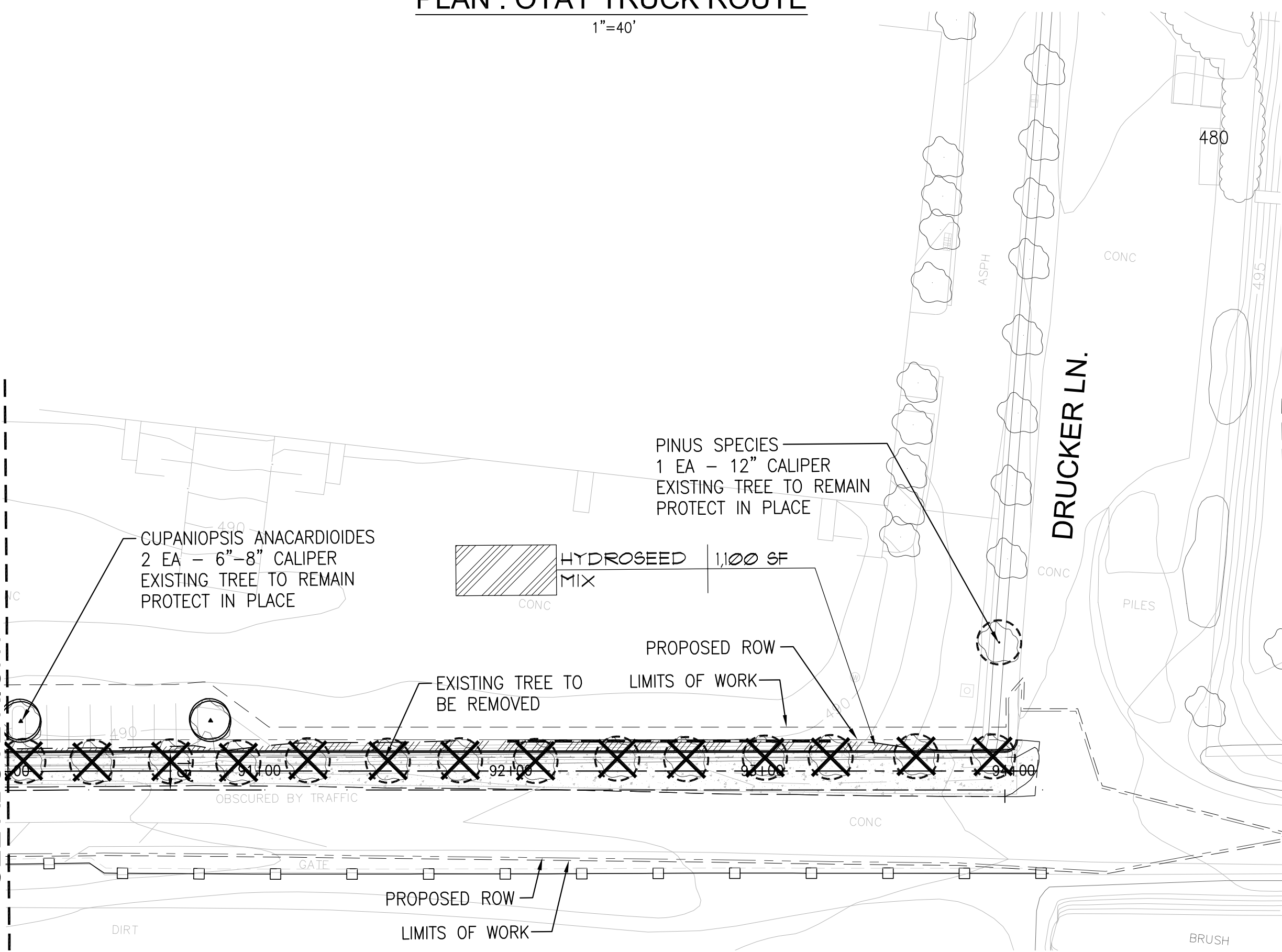
MATCH LINE STA 80+00
SEE SHEET 23



PLAN : OTAY TRUCK ROUTE
1"=40'

MATCH LINE STA 90+00
SEE BELOW LEFT

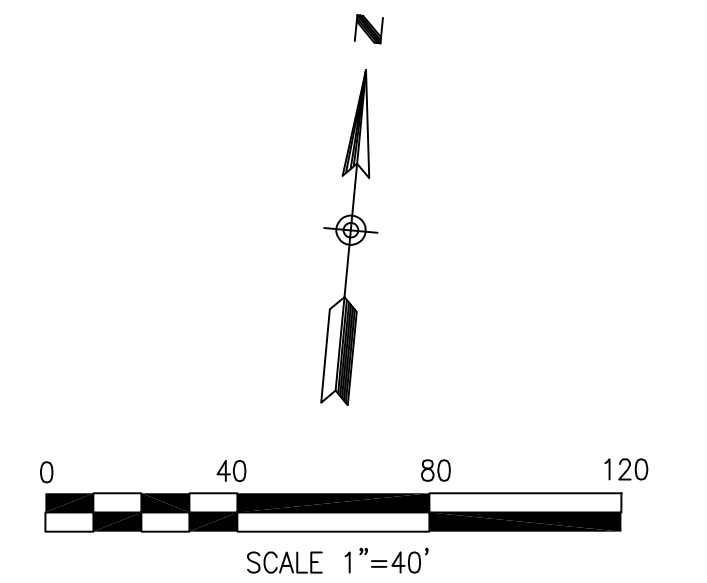
MATCH LINE STA 90+00
SEE ABOVE RIGHT



PLAN : OTAY TRUCK ROUTE
1"=40'

LEGEND

- EXISTING TREE TO BE REMOVED
- EXISTING PINUS SPECIES TO REMAIN - PROTECT IN PLACE
- EXISTING CUPANIOPSIS ANACARDIOIDES TO REMAIN - PROTECT IN PLACE
- EXISTING TREE



CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING EXISTING IRRIGATION SYSTEM OPERATIONAL DURING CONSTRUCTION. EXISTING IRRIGATION SYSTEM AND EXISTING LANDSCAPE TO REMAIN SHALL BE PROTECTED IN PLACE.

L-03

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
LANDSCAPE PLAN
STA 80+00 TO 94+05.76

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 24 OF 29 SHEETS

APPROVED: <i>Brad Johnson</i>	7/23/2019	DATE	FOR CITY ENGINEER	BRAD JOHNSON	PROJECT MANAGER
PRINT DCE NAME	BY	APPROVED	DATE	FILMED	
DESCRIPTION	ESTRADA				
AS BUILT					
CONTRACTOR		DATE STARTED			
INSPECTOR		DATE COMPLETED			

WBS S-11060
SUBMITTED BY: BRAD JOHNSON
PROJECT MANAGER
CHECKED BY: AMY MILLS
PROJECT ENGINEER
138-1779
NAD27 COORDINATE
6340407-1778444
NAD83 COORDINATE
37414-24-D

CONSULTANT

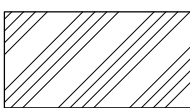
Estrada Land Planning
Urban Design Landscape Architecture Computer Imaging

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225 Broadway, Suite 1160
San Diego, California 92101
619.236.0578 Fax
ELP@EstradaLandPlan.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

LANDSCAPE PLAN STA 80+00 TO 94+05.76

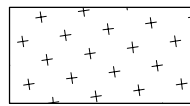
HYDROSEED MIX - COASTAL SAGE SCRUB MIX (NON-IRRIGATED)

SYMBOL	BOTANICAL NAME	COMMON NAME	PLS LBS/ ACRE
	ACMISPON GLABER	DEERWEED	4.00
	ATRIPLEX CANESCENS	FOUR-WING SALT BUSH	3.00
	BROMUS CARINATUS 'CUCAMONGA'	CUCAMUNGA BROME	8.00
	DEINANDRIA FASCICULATA	FASCICLED TARWEED	1.00
	FESTUCA MICROSTACHYS	SMALL FESCUE	8.00
	LASTHENIA CALIFORNICA	DWARF GOLDFIELDS	0.50
	LUPINUS SPARSIFLORUS	LOOSELY FLOWERED ANNUAL LUPINE	1.00
	MELICA FRUTESCENS	WOODY MELICGRASS	3.00
	PHACELIA CAMPANULARIA	CALIFORNIA BLUEBELLS	1.50
	PHACELIA TANACETIFOLIA	LACY-LEAFED PHACELIA	1.50
	SALVIA MUNZII	SAN DIEGO SAGE	2.00
	SPOROBOLOUS AIROIDES 'BUCKMAN SPRINGS'	ALKALI SACATION	2.00
NOTE PLS = PURE LIVE SEED		TOTAL LBS/ACRE	35.50

FIRST APPLICATION
 WOOD FIBER 3,500 LBS/ACRE
 SEED 54.0 LBS/ACRE
 COMPOST 5 CY/ACRE

SECOND APPLICATION
 WOOD FIBER 1,600 LBS/ACRE
 COMMERCIAL FERTILIZER 22.0 LBS/ACRE
 FIBER AND TACIFIER 3,000 LBS/ACRE
 CELLULOSE FIBER 5 CY/ACRE

BIOSWALE MIX - NATIVE GRASS SWALE MIX (NON-IRRIGATED)

SYMBOL	BOTANICAL NAME	COMMON NAME	PLS LBS/ ACRE
	FESTUCA RUBRA 'MOLATE'	RED FESCUE	20.0
	MUHLENBERGIA RIGENS	DEER GRASS	9.0
	NASSELLA FULCHRA	PURPLE NEEDLE GRASS	8.0
	VULPIA MICROSTACHYS	SMALL FESCUE	6.0
NOTE PLS = PURE LIVE SEED		TOTAL LBS/ACRE	43.0

FIRST APPLICATION
 WOOD FIBER 3,500 LBS/ACRE
 SEED 43.0 LBS/ACRE
 COMPOST 5 CY/ACRE

SECOND APPLICATION
 WOOD FIBER 1,600 LBS/ACRE
 COMMERCIAL FERTILIZER 22.0 LBS/ACRE
 FIBER AND TACIFIER 3,000 LBS/ACRE
 CELLULOSE FIBER 5 CY/ACRE

PLANTING NOTES

ALL HYDROSEEDING SHALL BE DONE IN ACCORDANCE WITH THE SPECIAL PROVISIONS AND THE APPLICABLE PARTS OF SECTIONS 800 AND 801 OF THE CITY OF SAN DIEGO STANDARD SPECIFICATIONS "GREENBOOK", 2015 EDITION AND "WHITEBOOK", 2015 EDITION, AS WELL AS THE FOLLOWING:

1. THE PLANTING PLANS ARE DIAGRAMMATIC. MINOR ADJUSTMENTS IN HYDROSEED LOCATIONS AND TYPE MAY BE MADE AT THE DISCRETION OF THE RESIDENT ENGINEER.
2. THE CONTRACTOR SHALL COORDINATE THIS WORK WITH THE OTHER TRADES AND MAINTAIN DRAINAGE DURING CONSTRUCTION.
3. HYDROSEED QUANTITIES AND AREAS SHOWN ON PLANS ARE FOR CONTRACTOR'S CONVENIENCE IN ESTIMATING ONLY. CONTRACTOR IS RESPONSIBLE FOR PROVIDING HYDROSEED MATERIALS TO COVER ALL AREAS SHOWN ON PLANS.
4. ALL HYDROSEED SHALL BE SUBJECT TO THE APPROVAL OF THE RESIDENT ENGINEER AND REPLACED UPON REQUEST BEFORE OR AFTER HYDROSEEDING.
5. RESIDENT ENGINEER SHALL APPROVE FINAL PLACEMENT OF ALL HYDROSEED.
6. PURE LIVE SEED POUNDS PER ACRE IS THE MOST ACCURATE WAY TO SPECIFY SEEDS AND TAKES INTO ACCOUNT BOTH PURITY AND GERMINATION.

HYDROSEEDING PROCEDURES

1. SEED MIXES SHALL BE SPECIFIED BY THE PURE LIVE SEED OF EACH SPECIES.
2. FIBER MULCH SHALL BE APPLIED AT A MINIMUM RATE OF 2,000 POUNDS PER ACRE EXCEPT WHEN USED IN CONJUNCTION WITH STRAW MULCH, WHEN IT SHALL BE APPLIED AT A MINIMUM RATE OF 400 POUNDS PER ACRE.
3. A WETTING AGENT CONSISTING OF 95 PERCENT ALKYL POLYETHYLENE GLYCOL ETHER SHALL BE APPLIED AS PER MANUFACTURERS' RECOMMENDATIONS.
4. EQUIPMENT USED FOR THE APPLICATION OF SLURRY SHALL HAVE A BUILT-IN AGITATION SYSTEM TO SUSPEND AND HOMOGENEOUSLY MIX THE SLURRY. THE SLURRY MIX SHALL BE DYED GREEN. THE EQUIPMENT MUST HAVE A PUMP CAPABLE OF APPLYING SLURRY UNIFORMLY.

INTERIM BINDER NOTE:


GRADED, DISTURBED, OR ERODED AREAS TO BE TREATED WITH NON-IRRIGATED HYDROSEED MIX SHALL RECEIVE AN INTERIM BINDER/TACKIFIER AS NEEDED BETWEEN APRIL 2 ND AND AUGUST 31 ST FOR DUST-EROSION CONTROL WITH SUBSEQUENT APPLICATION OF HYDROSEED MIX DURING THE RAINY SEASON BETWEEN OCTOBER 1 ST AND APRIL 1 ST.

L-04

**OTAY TRUCK ROUTE PHASE IV
 LA MEDIA RD TO DRUCKER LN
 HYDROSEED LEGENDS**

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 25 OF 29 SHEETS

WBS S-11060

APPROVED:  7/23/2019
 FOR CITY ENGINEER DATE
 BRAD JOHNSON C 45836
 PRINT DCE NAME RCE #

SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER
 CHECKED BY: AMY MILLS PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ESTRADA				
AS BUILT				

CONTRACTOR _____ DATE STARTED _____
 INSPECTOR _____ DATE COMPLETED _____

138-1779
 NAD27 COORDINATE
 6340407-1778444
 NAD83 COORDINATE
 37414-25-D

CONSULTANT

Estrada Land Planning
 Urban Design Landscape Architecture Computer Imaging



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 225 Broadway, Suite 1160
 San Diego, California 92101
 619.236.0578 Fax
 ELP@EstradaLandPlan.com



ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

HYDROSEED LEGENDS

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA 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)

STRIPING AND SIGNING GENERAL NOTES *

- INSTALLATION OF ALL STRIPING, SIGNS AND PAVEMENT MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL STRIPING AND SIGNING SHALL CONFORM TO THE MOST RECENTLY ADOPTED EDITION OF THE FOLLOWING MANUALS:

DESCRIPTION	EDITION	DOCUMENT NO.
-STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (THE "GREENBOOK")	2015	PITS070112-01
-CITY OF SAN DIEGO STANDARD DRAWINGS	2016	PITS070112-03
-CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)	2014 Rev. 2	PITS070112-06
- ALL SIGNING AND STRIPING IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER PRIOR TO INSTALLATION AND/OR REMOVAL.
- THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPING, PAVEMENT MARKINGS AND LEGENDS BY SANDBLASTING AND/OR GRINDING WITH THE SEAL. ANY DEBRIS SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR.
- SIGN POSTS SHALL BE INSTALLED WITH SQUARE PERFORATED STEEL TUBING WITH A BREAKAWAY BASE PER CITY OF SAN DIEGO STANDARD DRAWING SDM-104.
- ANY DEVIATION FROM THE SIGNING AND STRIPING PLANS SHALL BE APPROVED BY THE ENGINEER OF WORK AND THE CITY ENGINEER PRIOR TO ANY CHANGES BEING MADE IN THE FIELD.
- ALL SIGNS SHOWN ON THE STRIPING AND SIGNING PLANS SHALL BE NEW SIGNS PROVIDED AND INSTALLED BY THE CONTRACTOR, EXCEPT FOR EXISTING SIGNS SPECIFICALLY INDICATED TO BE RELOCATED OR TO REMAIN.
- ALL LIMIT LINES/STOP LINES, CROSSWALK LINES, PAVEMENT LEGENDS, AND ARROWS (EXCEPT WITHIN BIKE LANES) SHALL BE THERMOPLASTIC.
- SIGNS INDICATED FOR RELOCATION SHALL BE DETERMINED BY THE RESIDENT ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER AT (858) 495-4741 A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO AND UPON COMPLETION OF STRIPING AND SIGNING.
- TYPE K BARRIER SHALL BE USED FOR TEMPORARY TRAFFIC CONTROL DURING CONSTRUCTION AND AS PERMANENT LANE DIVIDES PER THESE PLANS.

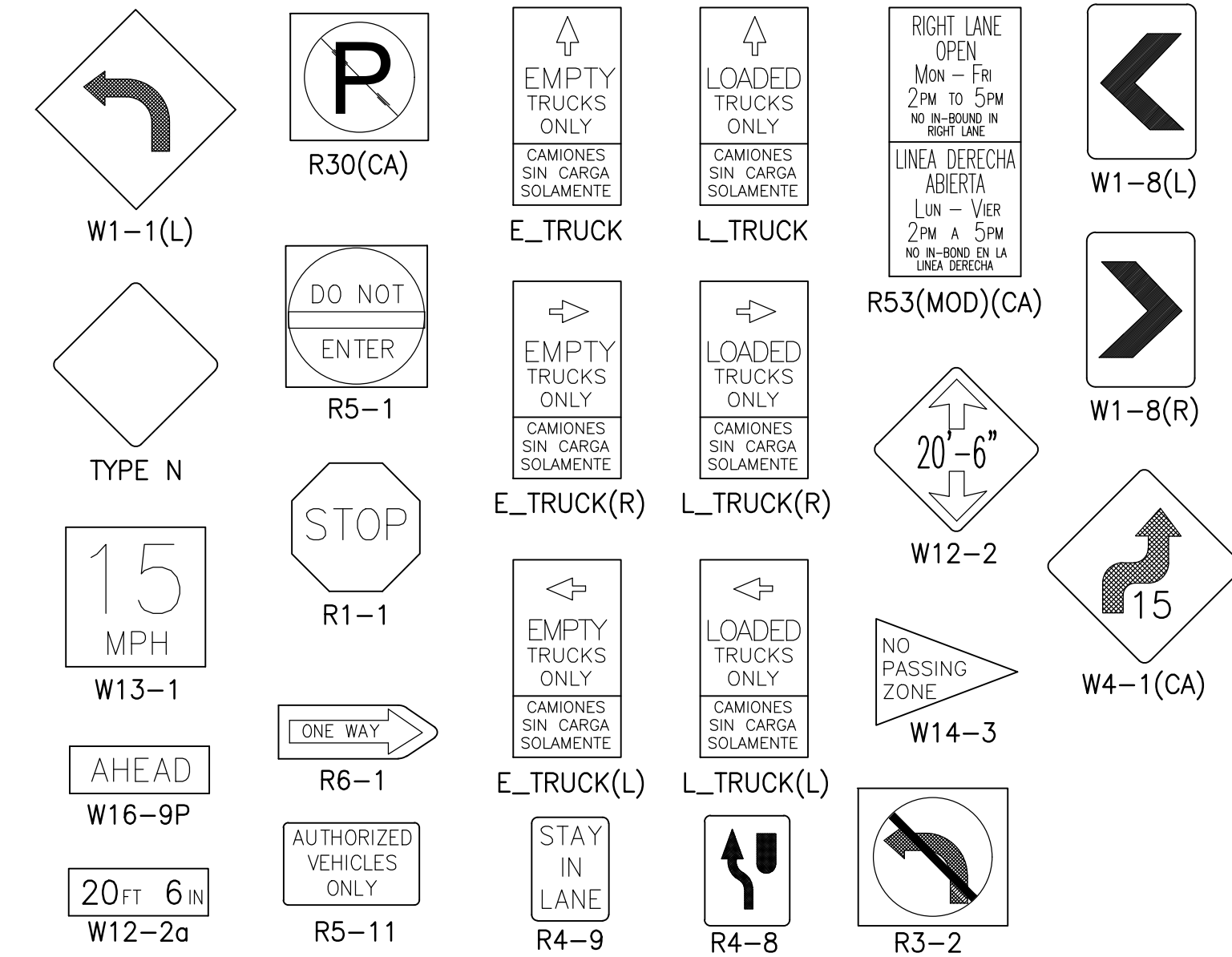
TRAFFIC CONTROL NOTES *

- ALL TRAFFIC CONTROL SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV2.
- CONTRACTOR SHALL MAINTAIN ALL TRAFFIC CONTROL 24 HOURS/7 DAYS A WEEK THROUGHOUT DURATION OF WORK.
- EXACT SIGN LOCATION SHALL BE COORDINATED WITH RESIDENT ENGINEER.

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFIRMED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD MILLER JR., R.C.E. 47615, EXP 12/31/19 DATE

SIGN LEGEND:



C-20

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT
(USA) 1-800-422-2133

REGISTERED PROFESSIONAL ENGINEER

ED MILLER, JR.

No. 47615

Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN GENERAL NOTES AND DETAILS SHEET

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 26 OF 29 SHEETS

WBS S-11060

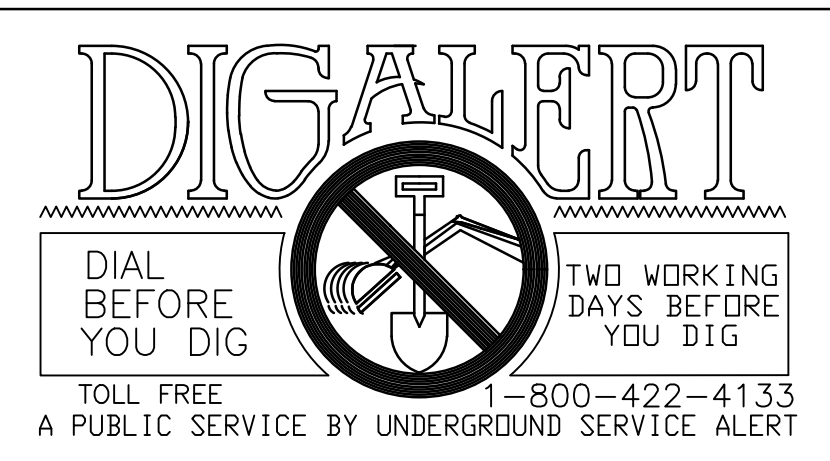
APPROVED BY: <i>[Signature]</i> FOR CITY ENGINEER	DATE: 7/22/2019	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER
BRAD JOHNSON PRINT DCE NAME	C45836 RCE #	CHECKED BY: AMY MILLS PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
	ADVANTEC			

AS BUILT

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

138-1779
NAD27 COORDINATE
6340407-1778444
NAD83 COORDINATE
37414-26-D

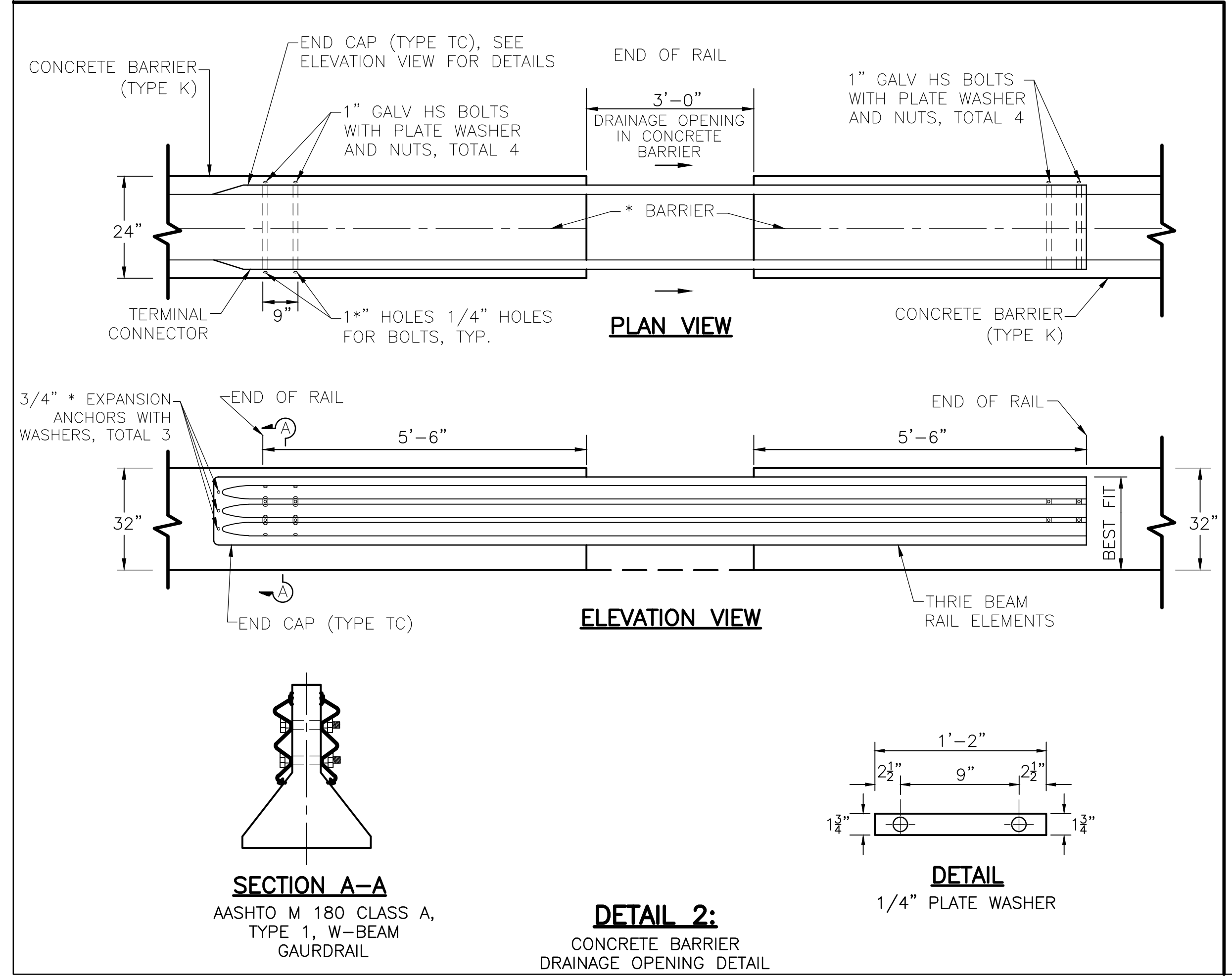
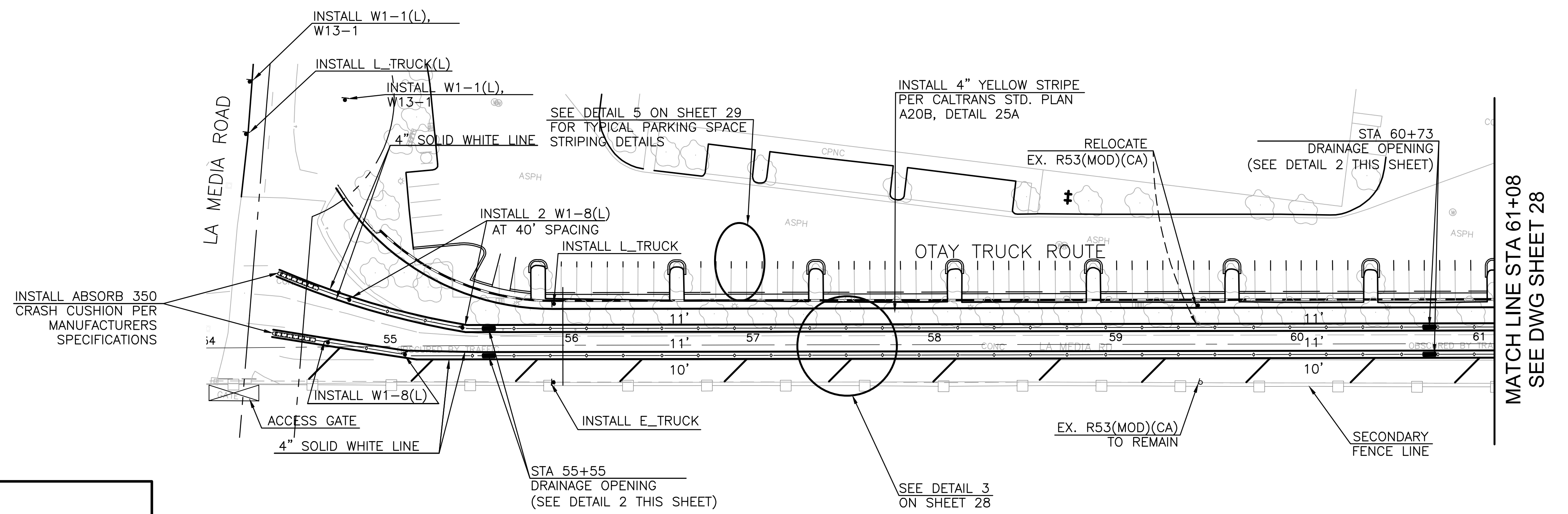


PREPARED BY:
ADVANTEC Consulting Engineers
Traffic • ITS • Communications • Systems • Electrical

21700 COPLEY DRIVE Tel: (909) 860-6222
Suite 350 Fax: (909) 860-6722
DIAMOND BAR, CA 91765 www.advantec-usa.com

[Signature] 4/18/2019
EDWARD MILLER, JR. DATE

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED



GENERAL NOTES:
SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.

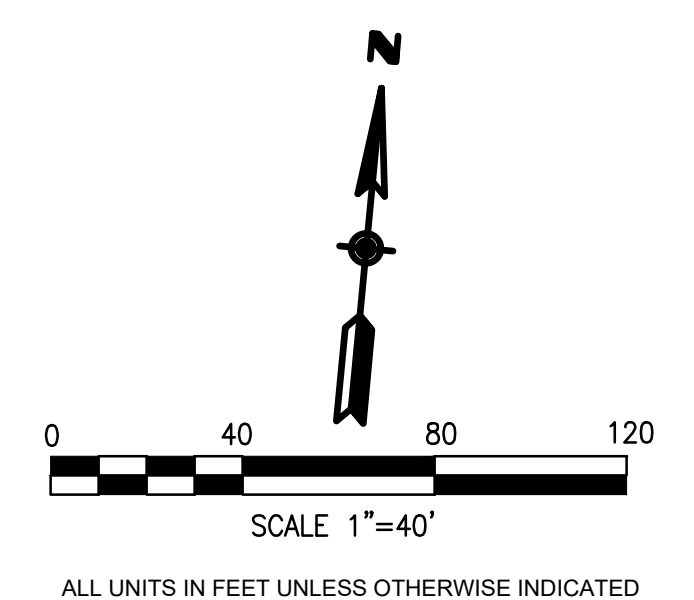
SIGN LEGEND:
SEE SHEET 26 FOR SIGN LEGEND.

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT (USA) 1-800-422-2133

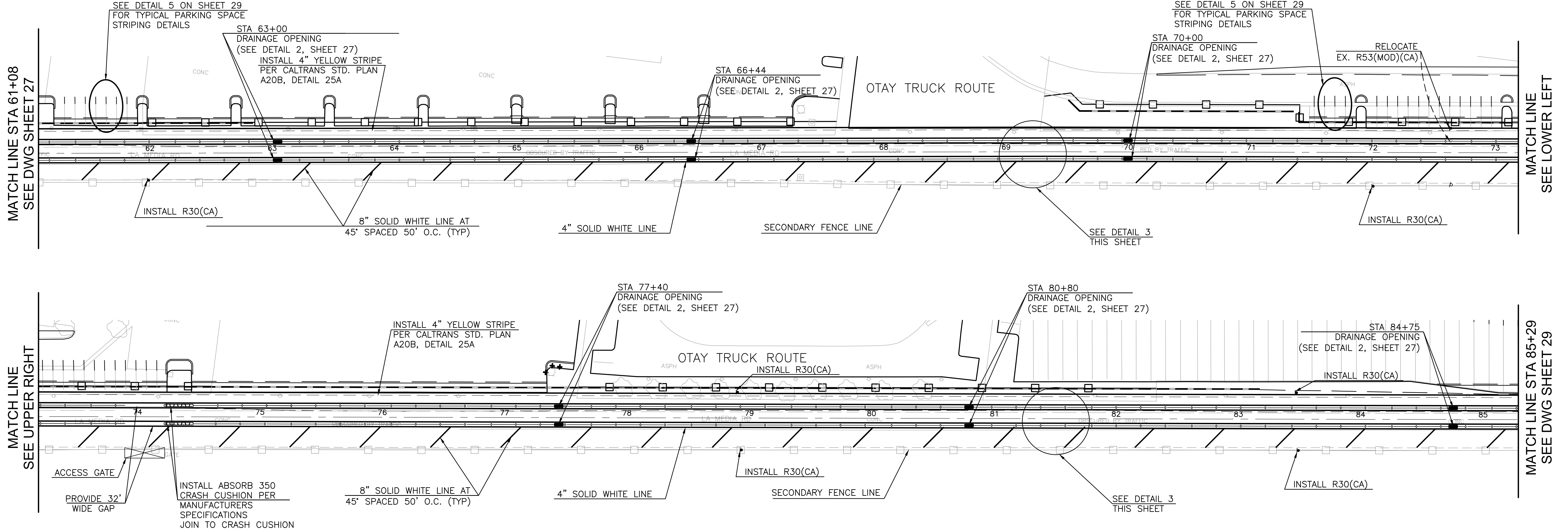


OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN SIGNING AND STRIPING PLAN STA 54+00 TO 61+08			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET 27 OF 29 SHEETS			WBS S-11060
APPROVED FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	7/22/2019 DATE C45836 RCE #	7/22/2019 DATE C45836 RCE #	SUBMITTED BY BRAD JOHNSON PROJECT MANAGER CHECKED BY AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
	ADVANTEC		
AS BUILT			
CONTRACTOR	DATE STARTED	DATE COMPLETED	
INSPECTOR			
6340407-1778444 NAD83 COORDINATE			138-1779 NAD27 COORDINATE
37414-27-D			



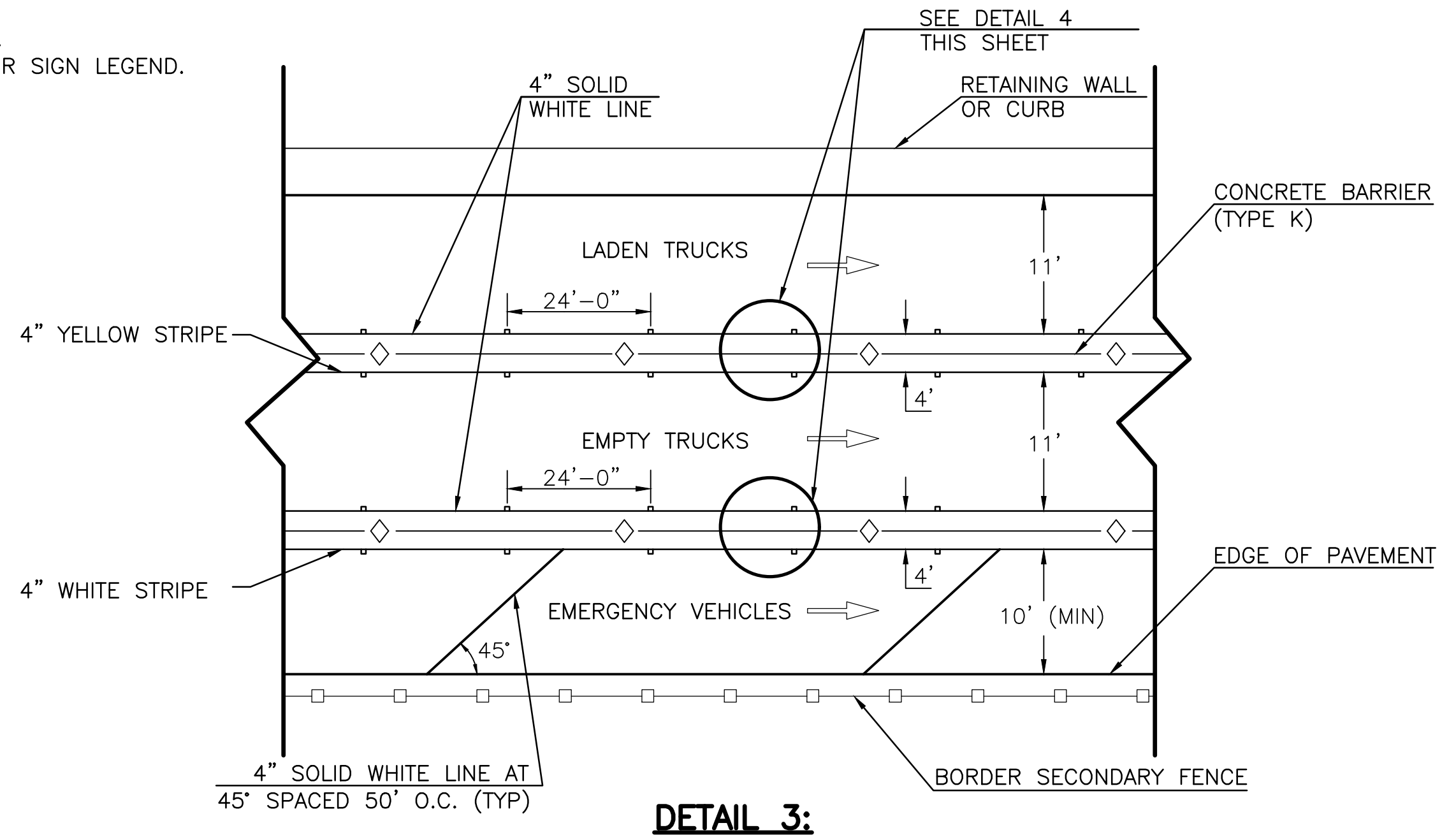
PREPARED BY:
ADVANTEC Consulting Engineers
Traffic, ITS & Communications + Systems & Electrical
21700 COPLEY DRIVE Suite 350 DIAMOND BAR, CA 91765
Tel: (909) 860-6222 Fax: (909) 860-6722 www.advantec-usa.com

EDWARD MILLER, JR.
DATE 4/18/2019

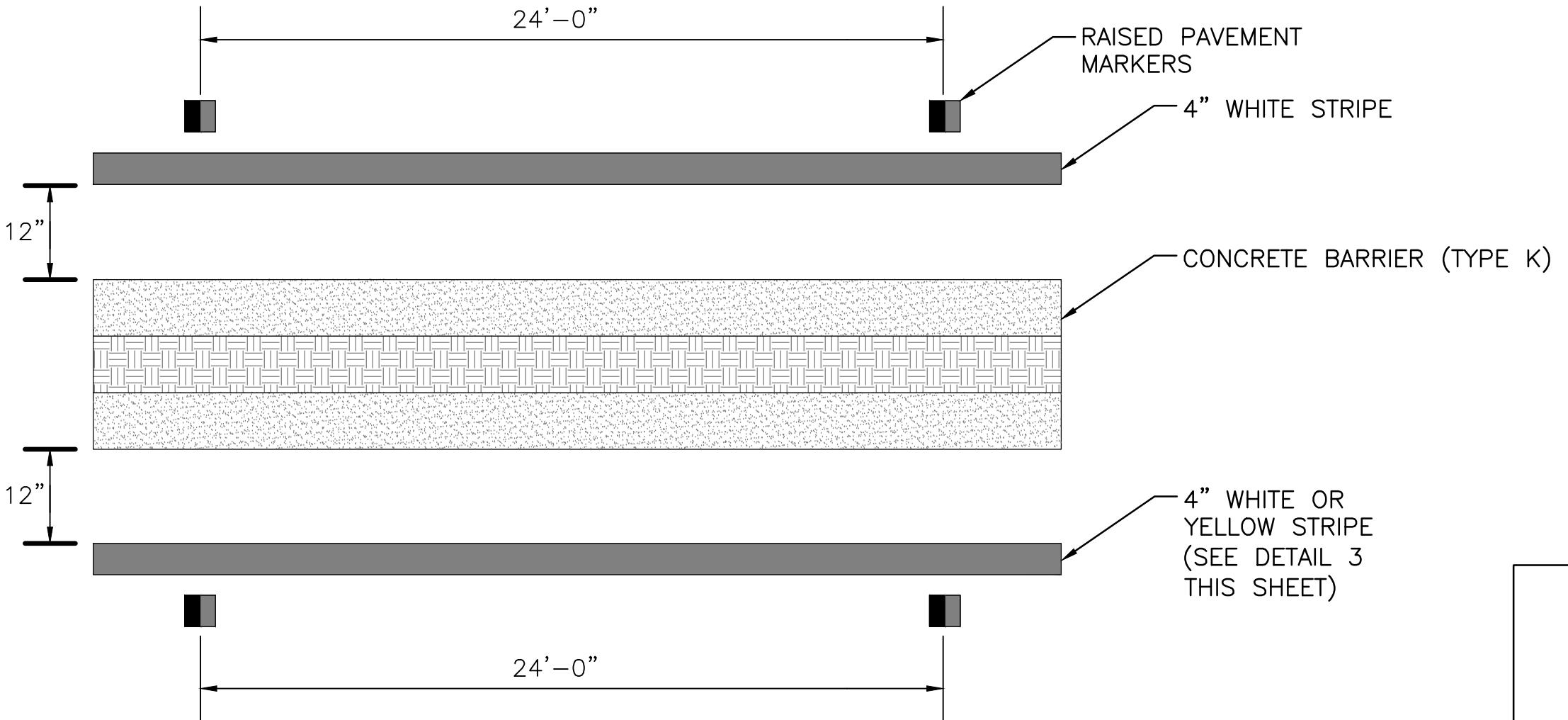


GENERAL NOTES:
SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.

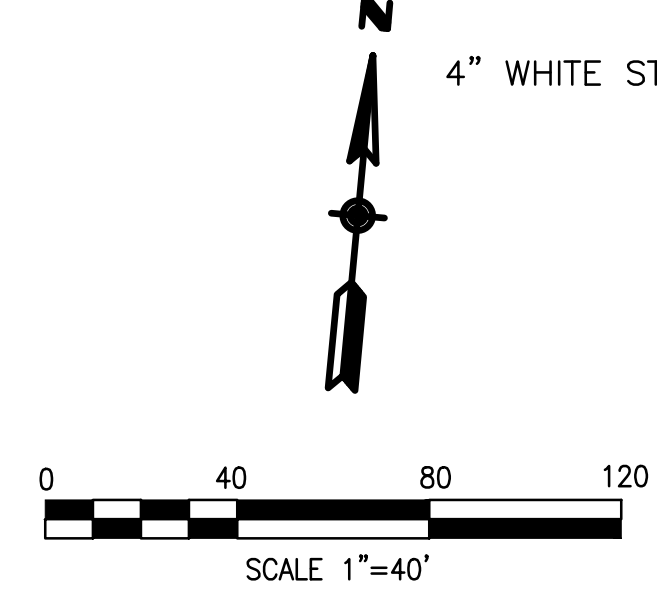
SIGN LEGEND:
SEE SHEET 26 FOR SIGN LEGEND.



DETAIL 3:



DETAIL 4



CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT (USA) 1-800-422-2133



**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
SIGNING AND STRIPING PLAN
STA 61+08 TO STA 85+29**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 28 OF 29 SHEETS

WBS S-11060

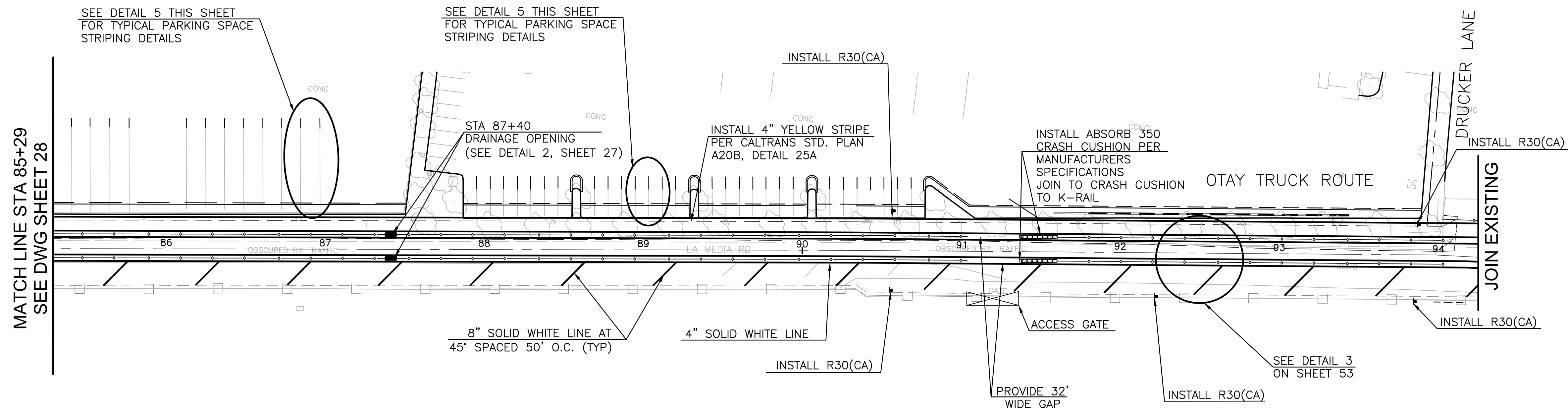
APPROVED FOR CITY ENGINEER <i>Brad Johnson</i> BRAD JOHNSON PRINT DCE NAME	7/23/2019 DATE C45836 RCE #	SUBMITTED BY BRAD JOHNSON PROJECT MANAGER CHECKED BY AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
AS BUILT	ADVANTEC			
CONTRACTOR	DATE STARTED	DATE COMPLETED		
INSPECTOR				

6340407-1778444
NAD83 COORDINATE
37414-28-D

PREPARED BY:
ADVANTEC Consulting Engineers
Traffic, ITS & Communications + Systems + Electrical
21700 COPLEY DRIVE
Suite 350
DIAMOND BAR, CA 91765
Tel: (909) 860-6222
Fax: (909) 860-6722
www.advantec-usa.com

Edward Miller, Jr.
EDWARD MILLER, JR.
DATE 4/18/2019

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED



MATCH LINE STA 85+29
SEE DWG SHEET 28

SEE DETAIL 5 THIS SHEET
FOR TYPICAL PARKING SPACE
STRIPING DETAILS

SEE DETAIL 5 THIS SHEET
FOR TYPICAL PARKING SPACE
STRIPING DETAILS

STA 87+40
DRAINAGE OPENING
(SEE DETAIL 2, SHEET 27)

INSTALL 4" YELLOW STRIPE
PER CALTRANS STD. PLAN
A20B, DETAIL 25A

INSTALL R30(CA)

INSTALL ABSORB 350
CRASH CUSHION PER
MANUFACTURERS
SPECIFICATIONS
JOIN TO CRASH CUSHION
TO K-RAIL

OTAY TRUCK ROUTE

DRUCKER LANE
JOIN EXISTING

INSTALL R30(CA)

INSTALL R30(CA)

8" SOLID WHITE LINE AT
45' SPACED 50' O.C. (TYP)

4" SOLID WHITE LINE

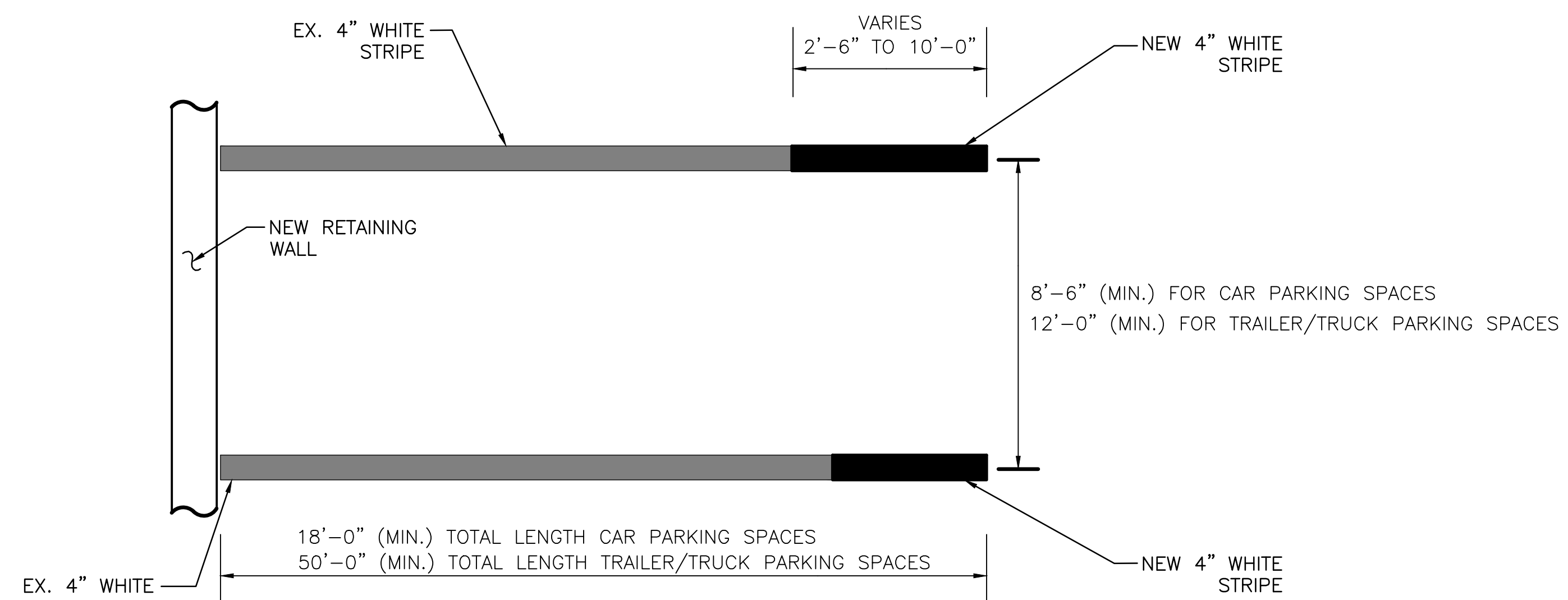
INSTALL R30(CA)

ACCESS GATE

PROVIDE 32'
WIDE GAP

SEE DETAIL 3
ON SHEET 53

INSTALL R30(CA)

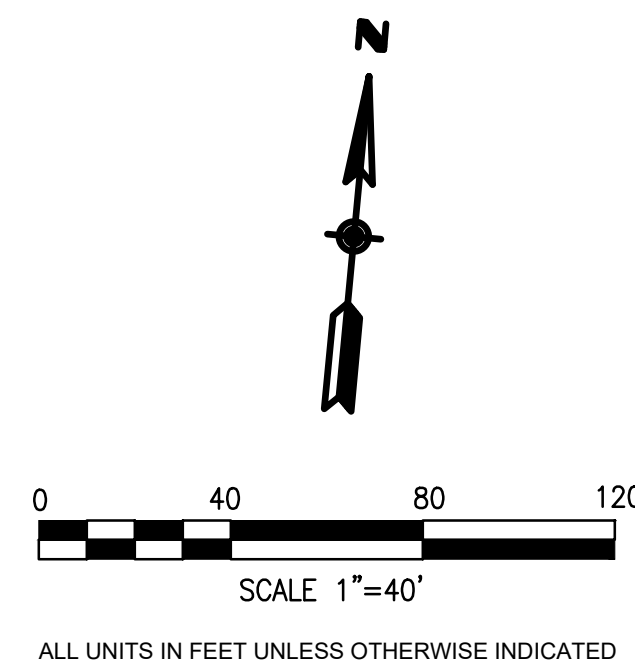


DETAIL 5:
PARKING STRIPE DETAIL (N.T.S.)

*NOTE: REMAINING EX. 4" STRIPE TO PROTECT IN PLACE
AFTER NEW CURB & GUTTER INSTALLATION. INSTALL NEW
4" WHITE STRIPE TO REMAINING MINIMUM LENGTH.

GENERAL NOTES:
SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.

SIGN LEGEND:
SEE SHEET 26 FOR SIGN LEGEND.



PREPARED BY:
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Traffic + ITS + Communications + Systems + Electrical
21700 COPLEY DRIVE Suite 350 DIAMOND BAR, CA 91765
Tel: (909) 860-6222 Fax: (909) 860-6722 www.advantec-usa.com

EDWARD MILLER, JR.
DATE: 4/18/2019

CONTRACTOR MUST NOTIFY
THE BELOW LISTED AGENCY AT
LEAST TWO (2) WORKING DAYS
PRIOR TO COMMENCEMENT OF
EXCAVATION.

UNDERGROUND SERVICE ALERT
(USA) 1-800-422-2133



**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
SIGNING AND STRIPING PLAN
STA 85+29 TO 94+05**

CITY OF SAN DIEGO, CALIFORNIA
ENGINEERING AND CAPITAL PROJECTS DEPARTMENT
SHEET 29 OF 29 SHEETS

WBS: S-11060

APPROVED FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE 7/22/2019 C45836 RCE #	DATE	FILMED
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AS BUILT

CONTRACTOR	DATE STARTED	INSPECTOR	DATE COMPLETED
------------	--------------	-----------	----------------

138-1779
NAD27 COORDINATE
6340407-1778444
NAD83 COORDINATE
37414-29-D

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA 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)

TRAFFIC CONTROL NOTES *

- THIS TRAFFIC CONTROL PLAN IS NOT VALID UNTIL WORK DATES ARE APPROVED. THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CONTACT THE PUBLIC WORKS TRAFFIC CONTROL SECTION AT (858)495-4742 TO OBTAIN A PERMIT. THE CONTRACTOR MUST SUBMIT A COMPLETED TRAFFIC CONTROL PERMIT FORM A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO STARTING WORK, OR FIVE (5) WORKING DAYS WHEN THE WORK WILL AFFECT A TRAFFIC SIGNAL.

- THIS TRAFFIC CONTROL PLAN SHALL CONFORM TO EACH OF THE FOLLOWING MANUALS:

DOCUMENT NO.	EDITION	DESCRIPTION
PWP1070116-01	2015	STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")
PWP1070116-02	2015	CITY OF SAN DIEGO SUPPLEMENT TO THE "GREENBOOK" ("WHITEBOOK")
PWP1070116-03	2016	CITY OF SAN DIEGO STANDARD DRAWINGS
PWP1092816-07	2014	CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD)

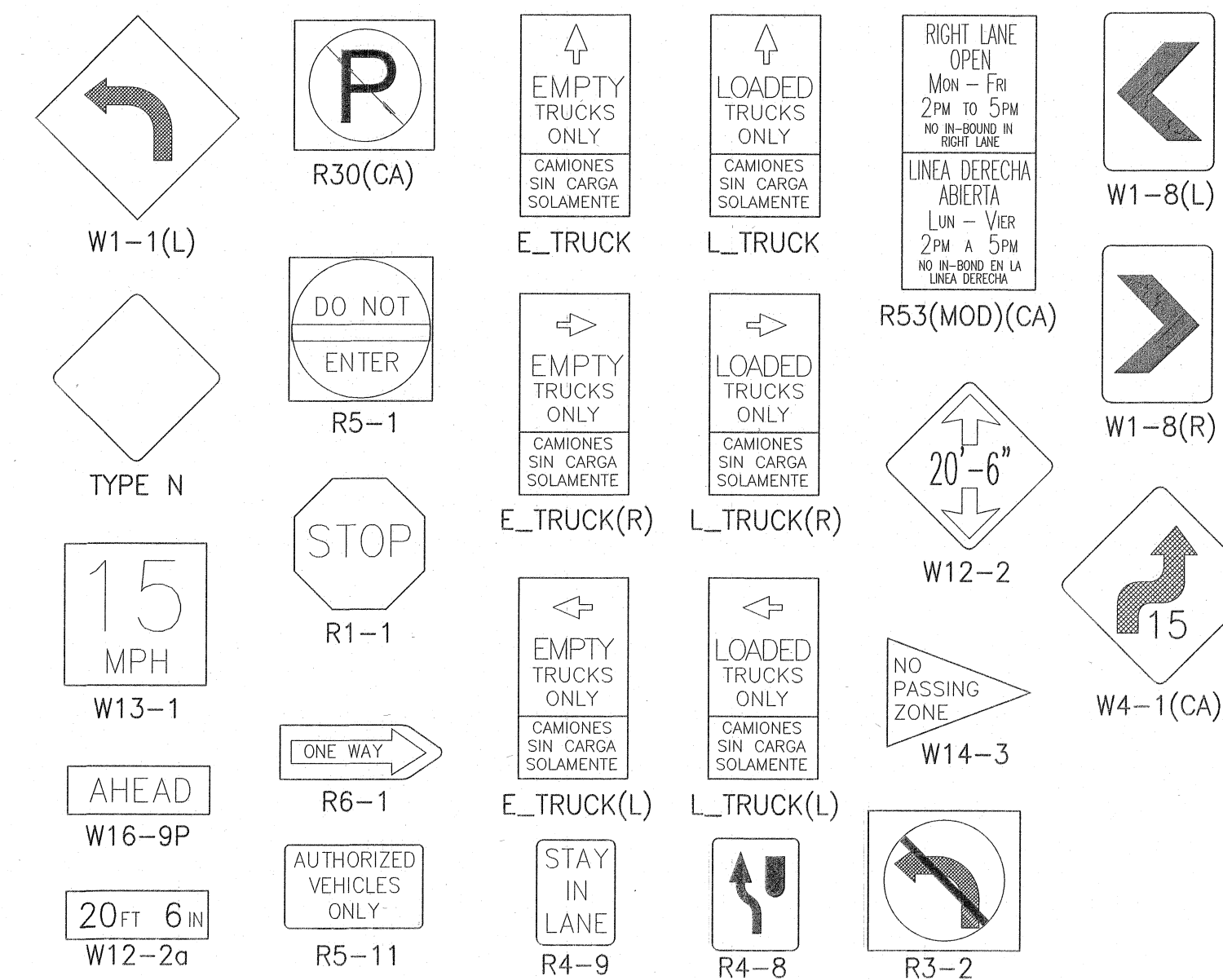
- THE CONTRACTOR SHALL NOTIFY THE FOLLOWING AFFECTED AGENCIES A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO ANY EXCAVATION, CONSTRUCTION OR TRAFFIC CONTROL:

FIRE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858)573-1300
POLICE DEPARTMENT DISPATCH	(STREET OR ALLEY CLOSURE)	(858)531-2000
ENVIRONMENTAL SERVICES	(REFUSE COLLECTION)	(858)492-5060
STREET DIVISION/ELECTRICAL	(TRAFFIC SIGNALS)	(619)527-7500
METROPOLITAN TRANSIT SYSTEM	(BUS STOPS)	(619)595-7038 EXT 6451
METROPOLITAN TRANSIT SYSTEM	(TAXI ZONES)	(619)595-7038
METROPOLITAN TRANSIT SYSTEM	(TROLLEY LINES)	(619)595-7038
UNDERGROUND SERVICE ALERT	(ANY EXCAVATION)	(800)422-4133

THE CONTRACTOR SHALL NOTIFY PROPERTY OWNERS AND TENANTS A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF DRIVEWAYS. THE CONTRACTOR SHALL POST SIGNS NOTIFYING THE PUBLIC A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CLOSURE OF STREETS.

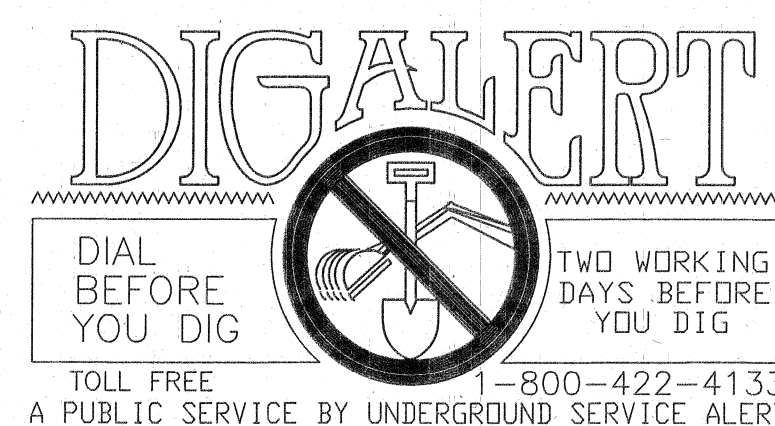
- THE CONTRACTOR SHALL POST "TOW-AWAY/NO PARKING" SIGNS FORTY-EIGHT (48) HOURS IN ADVANCE FOR TEMPORARY PARKING REMOVAL. SIGNS SHALL INDICATE SPECIFIC DAYS, DATES, AND TIMES OF RESTRICTIONS.
- EXCEPT AS OTHERWISE SHOWN ON THE PLANS, TRENCHES SHALL BE BACKFILLED OR TRENCH-PLATED AT THE END OF EACH WORK DAY. AN ASPHALT RAMP SHALL BE PLACED AROUND EACH TRENCH PLATE TO PREVENT THE PLATE FROM BEING DISLODGED. CONTRACTOR SHALL MONITOR TRENCH PLATES DURING NON-WORKING HOURS TO ENSURE THAT THEY DO NOT BECOME DISLODGED. UPON COMPLETION OF EXCAVATION BACKFILL, THE CONTRACTOR SHALL PROVIDE A SATISFACTORY SURFACE FOR TRAFFIC. WHEN CONSTRUCTION OPERATIONS ARE NOT ACTIVELY IN PROGRESS, THE CONTRACTOR SHALL MAINTAIN ALL TRAVEL LANES, BIKE LANES, AND PEDESTRIAN WALKWAYS OPEN TO APPROPRIATE TRAFFIC, EXCEPT OTHERWISE SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL REPAIR OR REPLACE TRAFFIC CONTROL DEVICES (INCLUDING TRAFFIC SIGNS, STRIPING, PAVEMENT MARKERS, PAVEMENT MARKINGS, LEGENDS, CURB MARKINGS, LOOP DETECTORS, TRAFFIC SIGNAL EQUIPMENT, ETC.) DAMAGED OR REMOVED AS A RESULT OF OPERATIONS AND NOT DESIGNED FOR REMOVAL. REPAIRS AND REPLACEMENTS SHALL BE EQUAL TO EXISTING IMPROVEMENTS.
- THE CONTRACTOR SHALL, PER SECTION 601-2 OF THE CITY SUPPLEMENT TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, PREPARE TRAFFIC CONTROL WORKING DRAWINGS AND SUBMIT THEM TO THE RESIDENT ENGINEER WHO WILL THEN ROUTE THEM TO THE PUBLIC WORKS TRAFFIC CONTROL SECTION FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL ALLOW A MINIMUM OF TWENTY (20) WORKING DAYS FOR REVIEW OF THE WORKING DRAWINGS. UPON APPROVAL OF THE TRAFFIC CONTROL WORKING DRAWINGS, THE PUBLIC WORKS TRAFFIC CONTROL SECTION WILL ISSUE A TRAFFIC CONTROL PLAN (TCP) PERMIT. WORK SHALL NOT BEGIN IN THE PUBLIC RIGHT OF WAY WITHOUT THE TCP PERMIT.

SIGN LEGEND:

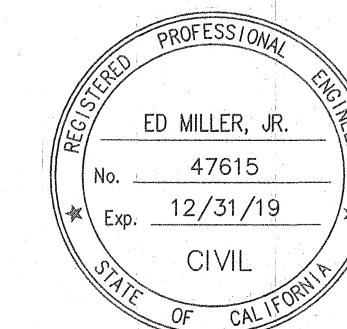


I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFIRMED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

Edward Miller, Jr.
EDWARD MILLER, JR., R.C.E. 47615, EXP 12/31/19 5/20/2019
DATE



CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

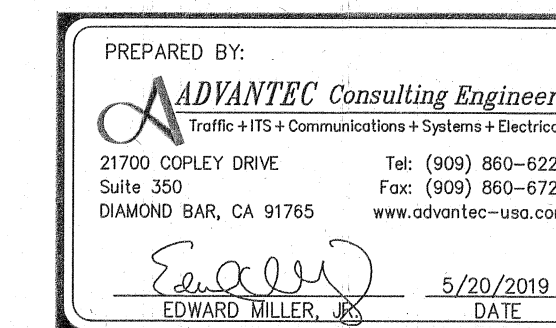


UNDERGROUND SERVICE ALERT
(USA) 1-800-422-2133

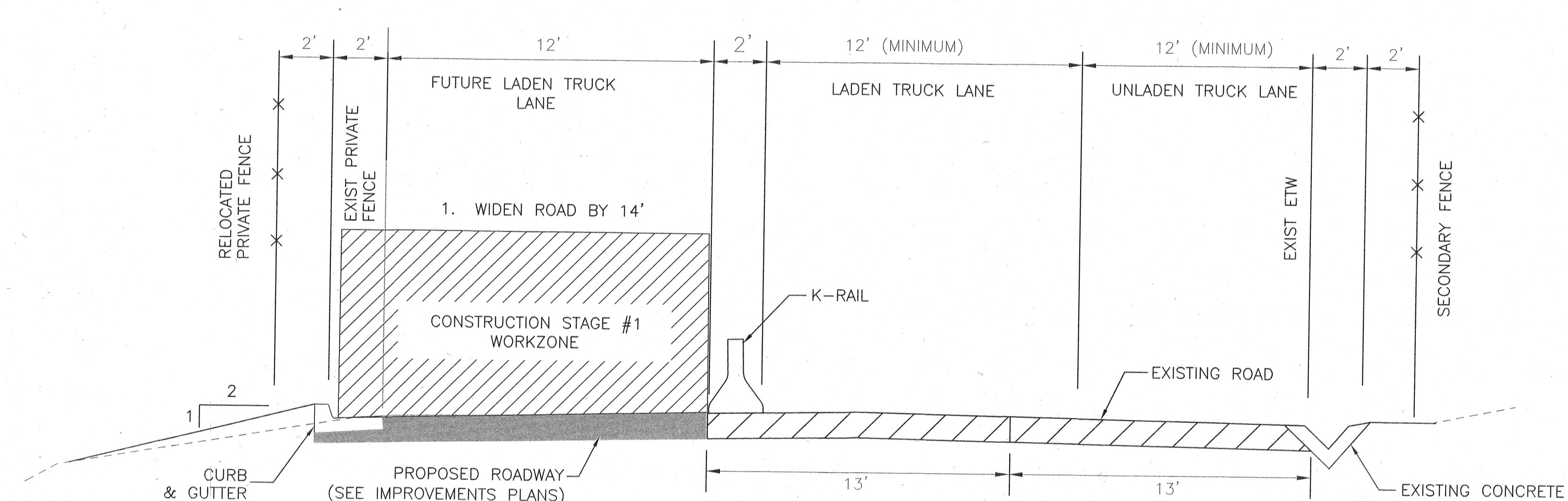
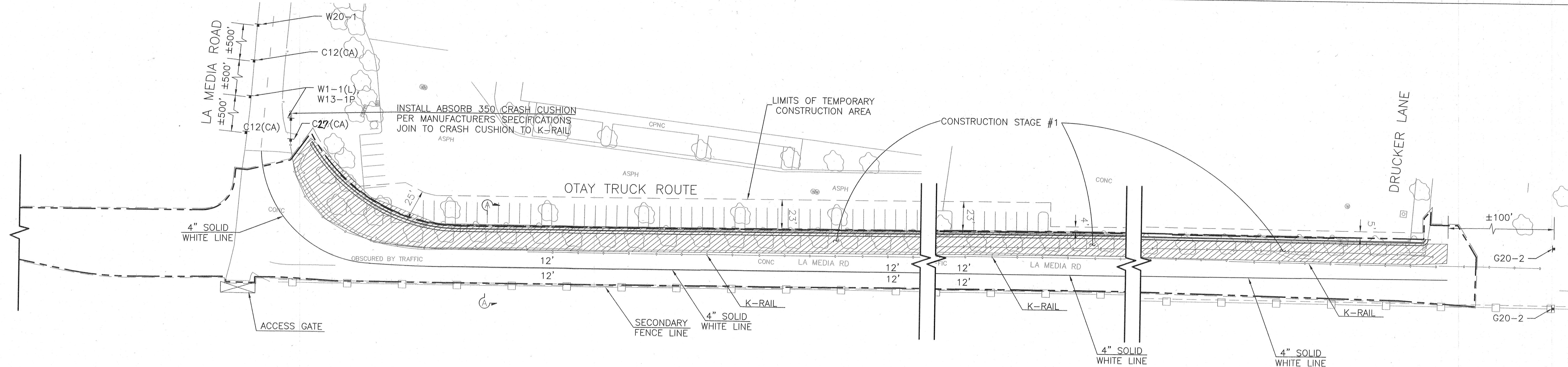
DATE _____ T-1

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN GENERAL NOTES AND DETAILS SHEET

CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		WBS S-11060	
SHEET 7 OF T4 SHEETS		SUBMITTED BY: MASTANEH ASHRAFZADEH PROJECT MANAGER	
FOR CITY ENGINEER: <i>Mastaneh Ashrafzadeh</i> DATE: 6/14/2019		CHECKED BY: AMY MILLS PROJECT ENGINEER	
AHMED ABURAHMAH PRINT DCE NAME		138-1779 NAD27 COORDINATE	
DESCRIPTION		6340407-1778444 NAD83 COORDINATE	
BY	APPROVED	DATE	FILED
AS BUILT			
CONTRACTOR	DATE STARTED		37414-T1
INSPECTOR	DATE COMPLETED		



ALL UNITS IN FEET UNLESS OTHERWISE INDICATED



GENERAL NOTES:
 SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.
 SEE SHEET 26 FOR TRAFFIC CONTROL NOTES.
 K-RAIL (PER CALTRANS STANDARD PLAN T3A) MUST BE DOWELED WHEN ADJACENT TO AN OPEN CUT
SIGN LEGEND:
 SEE SHEET 26 FOR SIGN LEGEND.

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

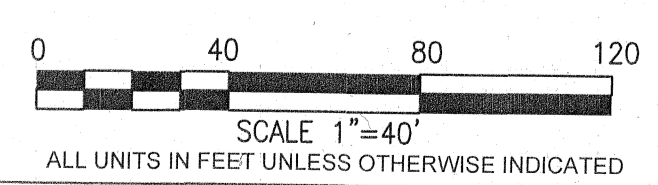
UNDERGROUND SERVICE ALERT (USA) 1-800-422-2133

ED MILLER, JR.
 No. 47615
 Exp. 12/31/19
 CIVIL
 STATE OF CALIFORNIA

WORKING HOURS:
 STAGE 1 - CONSTRUCT LANE WIDENING TO THE NORTH. WORKING HOURS ARE 7:00 AM - 3:30 PM MONDAY THROUGH FRIDAY.

NIGHT TIME WORK HOURS:
 FOR STAGE 1 EXCAVATION DEEPER THAN 24" WORKING HOURS ARE 8:30 PM TO 5:00 AM SUNDAY NIGHT THROUGH FRIDAY MORNING

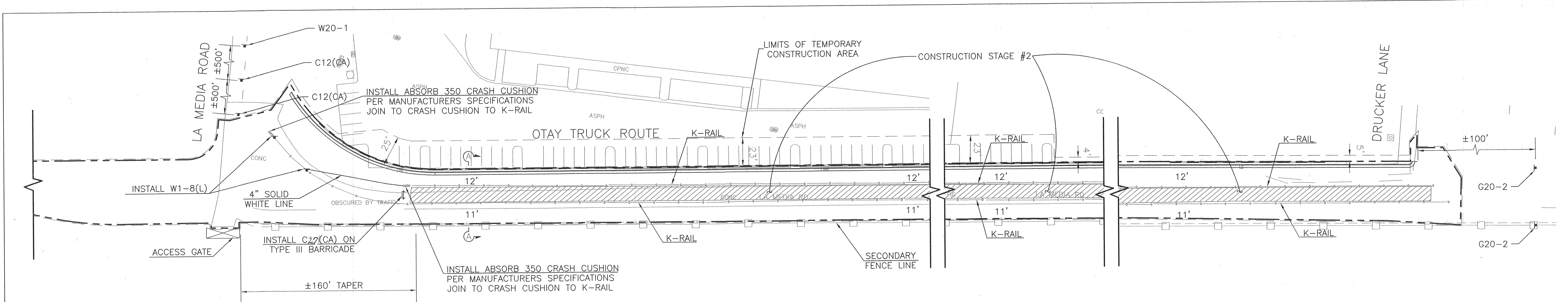
STAGE #1
 STA 54+00 TO STA 95+00



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ADVANTEC Consulting Engineers
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 21700 COXLEY DRIVE Tel: (909) 860-6222
 Suite 350 Fax: (909) 860-6722
 DIAMOND BAR, CA 91765 www.advantec-usa.com

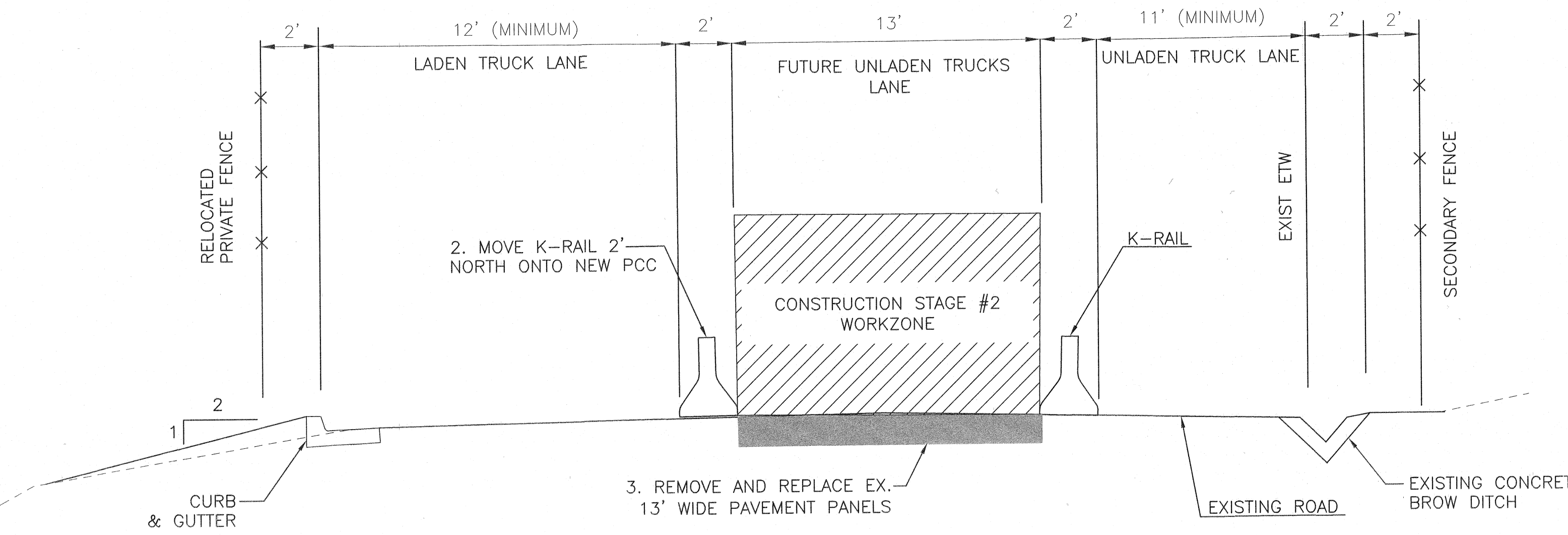
EDWARD MILLER, JR. 5/20/2019 DATE

DATE		T-2
OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN TRAFFIC CONTROL PLAN		
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		WBS S-11060
FOR CHIEF ENGINEER: <i>Ahmed Ashrafzadeh</i> DATE: 6/14/2019 AHMED ASHRAFZADEH PRINT DCE NAME		SUBMITTED BY: MASTANEH ASHRAFZADEH PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED DATE FILMED
AS BUILT		
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	
		138-1779 NAD27 COORDINATE 6340407-1778444 NAD83 COORDINATE 37414-T2



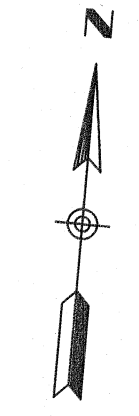
GENERAL NOTES:

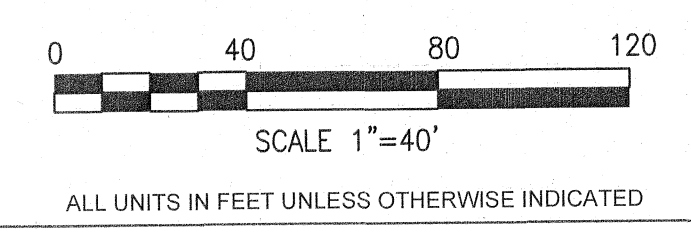
SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.
 SEE SHEET 26 FOR TRAFFIC CONTROL NOTES.
 K-RAIL (PER CALTRANS STANDARD PLAN T3A) MUST BE DOWELED WHEN ADJACENT TO AN OPEN CUT
SIGN LEGEND:
 SEE SHEET 26 FOR SIGN LEGEND.



SECTION A-A
(NOT TO SCALE)

WORKING HOURS:
 STAGE 2 - CONSTRUCT MIDDLE LANE. WORKING HOURS ARE 8:30 PM - 5:00 AM SUNDAY NIGHT THROUGH FRIDAY MORNING.


STAGE #2
 STA 54+00 TO STA 95+00



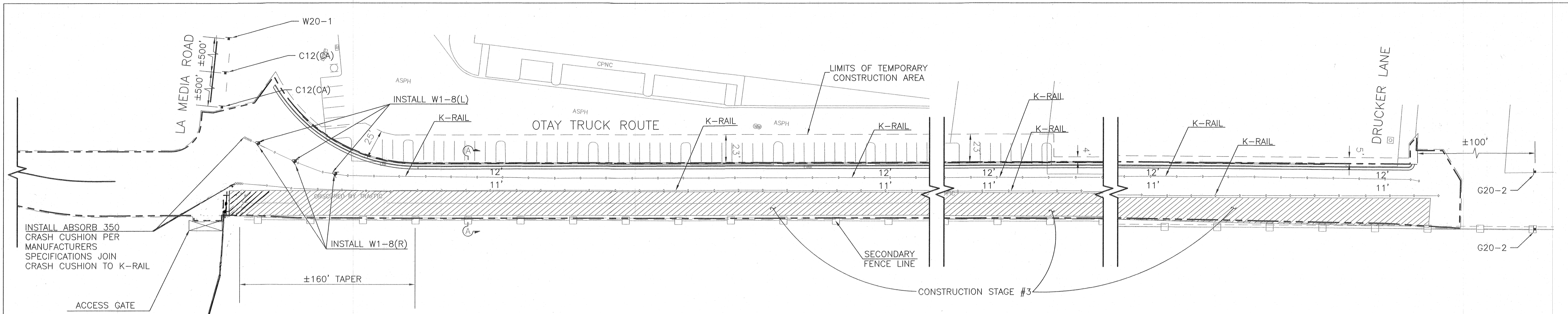
PREPARED BY:
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 Suite 350 Fax: (909) 860-4722
 DIAMOND BAR, CA 91785 www.advantec-usa.com
 E. Miller
 EDWARD MILLER, JR. 5/20/2019 DATE

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT (USA) 1-800-422-2133

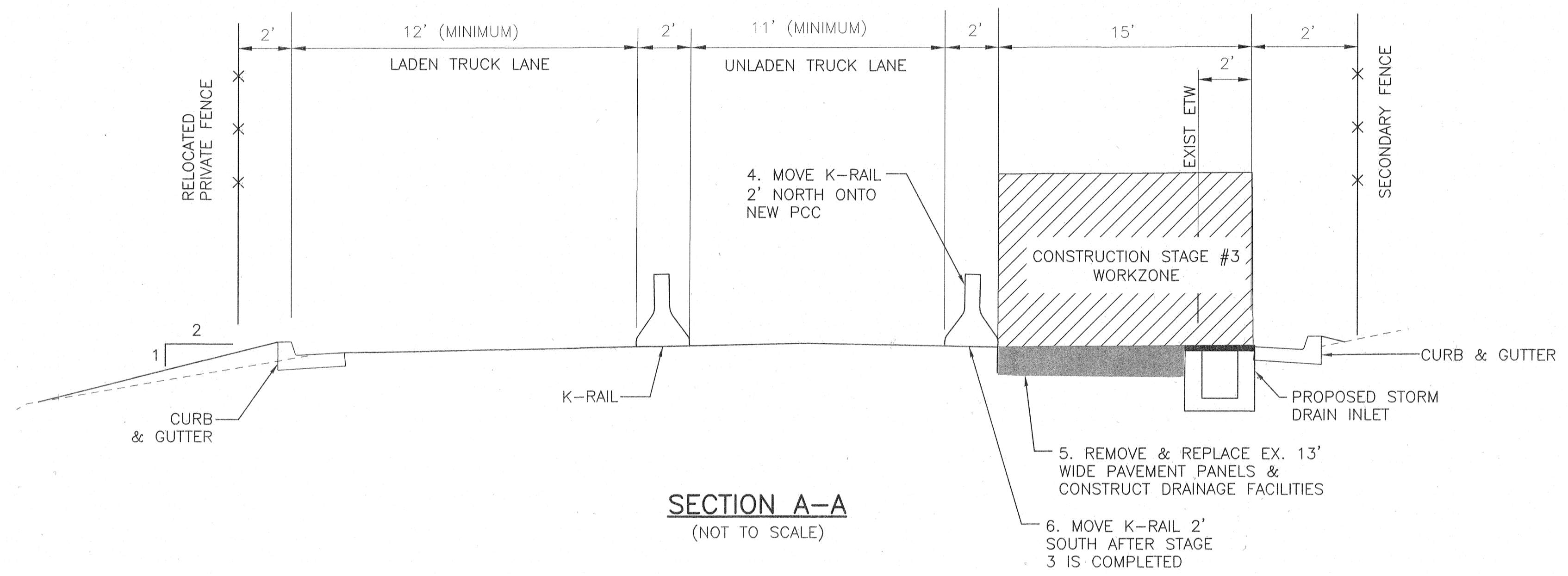
REGISTERED PROFESSIONAL ENGINEER
 ED MILLER, JR.
 No. 47615
 Exp. 12/31/19
 CIVIL
 STATE OF CALIFORNIA

DATE		T-3	
OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN TRAFFIC CONTROL PLAN			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT SHEET T-3 OF T-4 SHEETS		WBS S-11060	
APPROVED BY: <i>Ahmed Aburahmah</i> FOR CITY ENGINEER AHMED ABURAHMAH PRINT DGE NAME	DATE: <i>6/14/2019</i>	SUBMITTED BY: MASTANEH ASHRAFZADEH PROJECT MANAGER	CHECKED BY: AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED	DATE
AS BUILT			
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		138-1779 NAD27 COORDINATE 6340407-1778444 NAD83 COORDINATE 37414-T3	

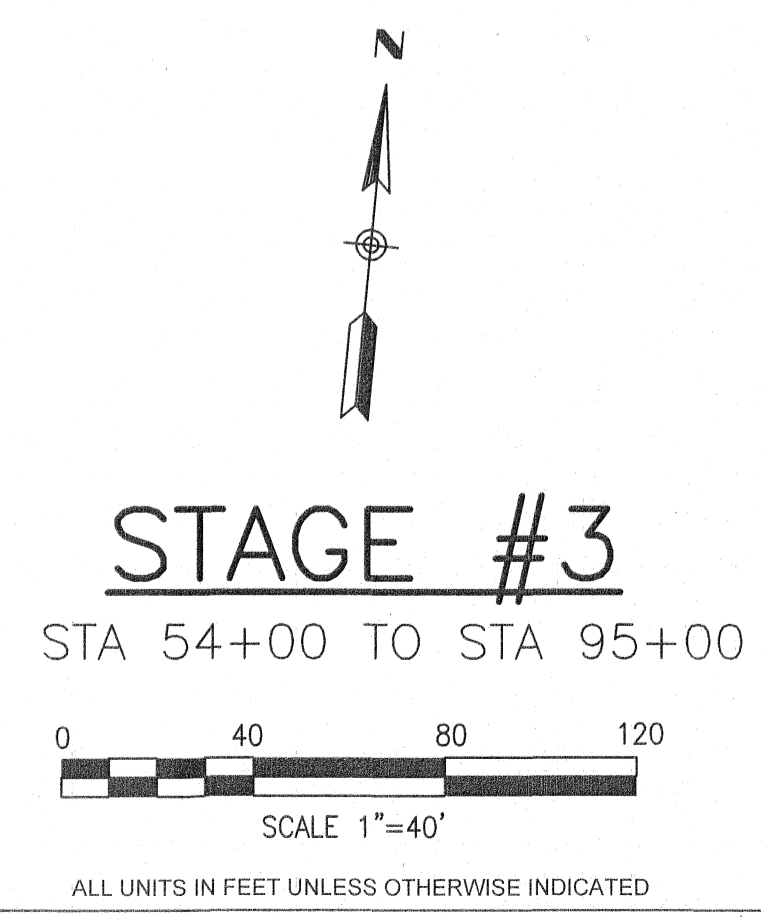


GENERAL NOTES:
 SEE SHEET 26 FOR GENERAL NOTES AND DETAILS.
 SEE SHEET 26 FOR TRAFFIC CONTROL NOTES.
 K-RAIL (PER CALTRANS STANDARD PLAN T3A) MUST BE DOWELED WHEN ADJACENT TO AN OPEN CUT

SIGN LEGEND:
 SEE SHEET 26 FOR SIGN LEGEND.



WORKING HOURS:
 STAGE 3 - CONSTRUCT SOUTHERNMOST LANE.
 WORKING HOURS ARE 8:30 PM - 5:00 AM SUNDAY
 NIGHT THROUGH FRIDAY MORNING.

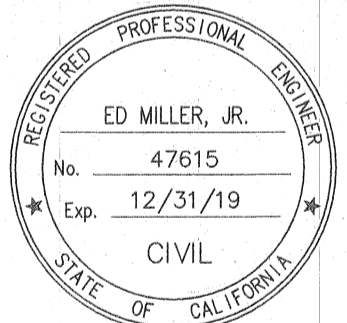


PREPARED BY:
ADVANTEC Consulting Engineers
 Traffic • ITS • Communications • Systems • Electrical
 21700 COPLEY DRIVE Suite 300 DIAMOND BAR, CA 91765
 Tel: (909) 860-6222 Fax: (909) 860-6222 www.advantec-usa.com

EDWARD MILLER, JR.
 5/20/2019 DATE

CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION.

UNDERGROUND SERVICE ALERT (USA) 1-800-422-2133



DATE		T-4	
OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN TRAFFIC CONTROL PLAN			
CITY OF SAN DIEGO, CALIFORNIA ENGINEERING AND CAPITAL PROJECTS DEPARTMENT		WBS S-11060	
SHEET 24 OF T4 SHEETS		SUBMITTED BY: MASTANEH ASHRAFZADEH PROJECT MANAGER	
FOR CITY ENGINEER: AHMED ABURAHMAH PRINT DCE NAME		DATE: 6/14/2019 CHECKED BY: AMY MILLS PROJECT ENGINEER	
DESCRIPTION	BY	APPROVED	DATE
AS BUILT			
CONTRACTOR		DATE STARTED	
INSPECTOR		DATE COMPLETED	
		138-1779 NAD27 COORDINATE 6340407-1778444 NAD83 COORDINATE 37414-T4	

City of San Diego

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439

ADDENDUM B



FOR

OTAY MESA TRUCK ROUTE PHASE IV

BID NO.:	<u>K-20-1717-DBB-3</u>
SAP NO. (WBS/IO/CC):	<u>S-11060</u>
CLIENT DEPARTMENT:	<u>2116</u>
COUNCIL DISTRICT:	<u>8</u>
PROJECT TYPE:	<u>ID</u>
FEDERAL AID PROJECT NO.:	<u>HPLUL5004(187)</u>

BID DUE DATE:

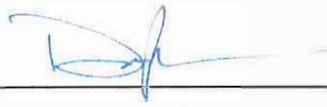
**2:00 PM
OCTOBER 18, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

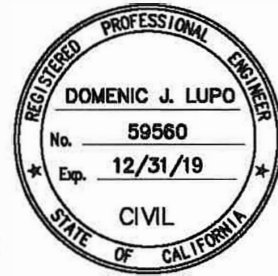
ENGINEER OF WORK

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



10/3/2019

Seal:



1) Registered Engineer

Date



10/31/2019

Seal:



2) For City Engineer

Date

A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

Q1. Please provide plans showing the extent of demolition required in the existing parking lots adjacent to the new structural areas.

A1. The limits of work are contained by the northern limit of work line. Demolition shall be limited to areas adjacent to new curbs, retaining walls, and rain garden. Grades in the existing parking lots to remain are not changing, therefore the contractor can perform enough demolition as needed to construct the improvements including, but not limited to paving, median curb, rain garden, and striping.

Q2. Please Provide Existing & Proposed finish grades in adjacent parking lot areas.

A2. Existing grades in the parking lots shall be maintained. Sawcut and patch areas are small (typically 0.5-foot to 1-foot) and only to give the contractor enough room to form. Tops of curb should be 6" above existing grade.

Q3. Please clarify the extent of demolition and construction @ Lot 29- Sheet C-18 – Shows approximately 5000 SF of Hydro-mulch in parking lot area.

A3. This area for hydraulic mulch should not protrude to the north. The parking lot area from 84+50 to 87+50 should match the plan from 81+50 to 84+50 showing just a few feet of hydraulic mulch. Please see revised sheet 37414-20-D as provided in this Addendum.

Q4. Per Supplementary Provision 300-2.9 for Unclassified Excavate and Export, Roadway, please confirm that "Base" refers to Cement Treated Base (CTB).

A4. Confirmed. "Base" refers to Cement Treated Base (CTB).

- Q5. Per Supplementary Provision 303-5.9 Masonry Retaining Wall Case 5 Type 1, please confirm that the masonry retaining wall and gravity retaining wall are required to have anti-graffiti coating, if so, provide a specification of material to be used and installation requirements.
- A5. Walls are required to have anti-graffiti coating per 2015 Whitebook, section 210.1.1.1.
- Q6. Detail 9 on Sheet C-13 shows the Gravity Retaining Wall to be over 6 feet tall, however, the referenced standard drawing shows the wall to be 1 foot 6 inches or 2 feet tall.
- A6. Gravity walls will be eliminated adjacent to Rain Garden. Rain Garden Concrete Liner is to be placed adjacent to back of curb. Please see revised sheets 37414-01-D, 37414-03-D, 37414-05-D, 37414-06-D, 37414-15-D as provided in this Addendum.
- Q7. Please clarify the height and type of walls surrounding the rain garden.
- A7. Gravity walls will be eliminated adjacent to Rain Garden. Rain Garden Concrete Liner is to be placed adjacent to back of curb. Please see revised sheets 37414-01-D, 37414-03-D, 37414-05-D, 37414-06-D, 37414-15-D and bid list as provided in this Addendum.
- Q8. The cross section on C-1, sheet 3 of 29 shows the rain garden with only gravity walls and no concrete basin between the gravity walls. Detail 1 & 2 on plan C-13, sheet 15 of 29 then shows the rain garden as a reinforced concrete basin between the gravity walls. Are we to be construct the rain garden per plan C-13? If so, can you clarify if it is paid for by lump sum bid item #42 or in a different item? Supplementary Special Provisions Section 800-4.9 (Measurement & Payment) don't indicate the cast-in-place concrete with rebar is covered in the item.
- A8. Cross section on C-1 is incorrect. Construct per C-13 without Gravity Walls. Gravity walls can be eliminated adjacent to Rain Garden. Rain Garden Concrete Liner can be placed adjacent to back of curb. This work is all paid for under the lump sum bid item "Rain Garden". Please see revised sheets 37414-01-D, 37414-03-D, 37414-05-D, 37414-06-D, 37414-15-D and bid list as provided in this Addendum.

- Q9. Bid Item #23 description and Supplementary Special Provisions Section 303-5.9 specify a masonry retaining wall; however, the plans (specifically plan C-1 cross sections, sheet 3 of 29) call for a Retaining Wall Type 5 (case 1) per CSP RSP B3-4A which is a cast-in-place concrete wall per Caltrans 2015 standard plans. Can you please clarify what wall type the City wants constructed for bid item #23?
- A9. Construct the Retaining Wall Type 5 (Case 1) per plans. Please see revised special provisions and bid list as provided in this Addendum.

C. ADDENDUM

1. To Addendum A, Electronically Submitted Forms, page 6, **DELETE** in its entirety and **SUBSTITUTE** with page 10 of this Addendum.

D. REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

1. Required Documents Schedule, pages 5 through 7, **DELETE** in their entirety and **SUBSTITUTE** with pages 8 through 9 of this Addendum.

E. NOTICE INVITING BIDS

1. To Item 3, Estimated Construction Cost, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

3. ESTIMATED CONSTRUCTION COST: The City's estimated construction cost for this project is **\$8,230,000**.

2. To Item 4, Bid Due Date and Time, page 8, **DELETE** in its entirety and **SUBSTITUTE** with the following:

4. BID DUE DATE AND TIME ARE: OCTOBER 18, 2019 AT 2:00 PM

F. SUPPLEMENTARY SPECIAL PROVISIONS

1. To Section 303, Concrete and Masonry Construction, page 182, item 303-1.11, Payment, **DELETE** in its entirety.

2. To Section 303, Concrete and Masonry Construction, page 183, item 303-5.9, Measurement and Payment, **DELETE** in its entirety and **SUBSTITUTE** with the following:

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

The contract bid price for "Retaining Wall (Type 5, Case 1)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, gravel, excavation and select pervious backfill behind the wall, additional backfill and compaction, retaining walls, including concrete, grout, mortar, reinforcement, footings, filter fabric, waterproofing, weepholes, gravel drains, 4" perforated PVC drain pipes, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer.

G. 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
Main Bid	237310	Gravity Retaining Wall (Type A)	SF	3582	303-1.11
Main Bid	237310	Retaining Wall (Type 5, Case 1) Masonry Retaining Wall (Type 5, Case 1)	SF	11659	303-5.9

H. PLANS

1. To Drawing Numbers **37414-01-D, 37414-03-D, 37414-05-D, 37414-06-D, 37414-15-D,** and **37414-20-D, DELETE** in their entirety and **REPLACE** with pages 13 through 18 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *October 7, 2019*
San Diego, California

JN/AJ/MLW

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)	At Time of Bid	ALL BIDDERS
2.	Contractors Certification of Pending Actions	At Time of Bid	ALL BIDDERS
3.	Mandatory Disclosure of Business Interests	At Time of Bid	ALL BIDDERS
4.	Debarment and Suspension Certification	At Time of Bid	ALL BIDDERS
5.	Debarment & Suspension Certificate Title 49, Code of Federal Regulations, Part 29	At Time of Bid	ALL BIDDERS
6.	Certification with Regard to the Performance of Previous Contracts or Subcontracts Subject to the Equal Opportunity Clause and the filing of Required Reports To the Equal Opportunity Clause and the Filing of Required Reports	At Time of Bid	ALL BIDDERS
7.	Public Contract Code Section 10162 Questionnaire	At Time of Bid	ALL BIDDERS
8.	Non-Lobbying Certification	At Time of Bid	ALL BIDDERS
9.	Lobby Prohibition, Certification and Disclosure	At Time of Bid	ALL BIDDERS
10.	Disclosure of Lobbying Activities	At Time of Bid	ALL BIDDERS
11.	Bid Bond (Original)	Within 24 Hours of Bid opening	5 APPARENT LOW BIDDERS
12.	Federal Good Faith Documentation	Within 4 working days of bid opening	ALL BIDDERS
13.	Proof of Valid DBE-MBE-WBE-DVBE	Within 4 working days of bid opening with good faith	ALL BIDDERS

ITEM	DOCUMENT TO BE SUBMITTED	WHEN DUE	FROM
	Certification Status e.g., Certs.	effort documentation	
14.	Form AA61 – List of Work Made Available	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
15.	Form AA62 – Summary of Bids Received	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
16.	Form AA63 –Good Faith Effort List of Subcontractors Solicited	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
17.	Exhibit 12-B Bidder’s List of Subcontractors (DBE and NON-DBE)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
18.	Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
19.	Exhibit 15-H DBE Information – Good Faith Effort	Within 4 working days of bid opening with good faith effort documentation	ALL BIDDERS
20.	Exhibit 16-B Subcontracting Request	Prior to subcontracting work during construction.	AWARDED BIDDER
21.	Exhibit 16-Z Monthly DBE Trucking Verification	Prior to the 15 th of every month.	AWARDED BIDDER
22.	Exhibit 17-O DBE Certification Status Change	Within 30 calendar days of notice of completion.	AWARDED BIDDER
23.	Exhibit 17-F Final Report – Utilization of DBE, First Tier Subcontractors	Within 90 calendar days of notice of completion.	AWARDED BIDDER
24.	FHWA PR-1391	The Prime contractor and all subcontractors, regardless of tier, who have a Federal-aid contract exceeding \$10,000	See Attachment D requirements.

ELECTRONICALLY SUBMITTED FORMS

THE FOLLOWING FORMS MUST BE SUBMITTED IN PDF FORMAT WITH BID SUBMISSION

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION**
- E. DEBARMENT AND SUSPENSION CERTIFICATE, TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**
- F. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**
- G. PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**
- H. NON-LOBBYING CERTIFICATION**
- I. LOBBY PROHIBITION, CERTIFICATION AND DISCLOSURE**
- J. DISCLOSURE OF LOBBYING ACTIVITIES**

Bids will not be accepted until ALL the above-named forms are submitted as part of the bid submittal

DISCLOSURE OF LOBBYING ACTIVITIES Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> a. Grant <input type="checkbox"/> b. Cooperative agreement <input type="checkbox"/> c. Loan <input type="checkbox"/> d. Loan guarantee <input type="checkbox"/> e. Loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial finding <input type="checkbox"/> b. material change For Material Change Only year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, M) <p align="center">(attach Continuation Sheet(s) SF-LLL4, if necessary)</p>	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferral <input type="checkbox"/> f. other: specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind: specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s), contacted, for Payment indicated in item 11: <p align="center">(attach Continuation Sheet(s) SF-LLLA, if necessary)</p>		
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this for misauthorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-07)

DISCLOSURE OF LOBBYING ACTIVITIES Approved by
CONTINUATION SHEET

OMB0348-0046

Reporting Entity: _____ Page ____ of ____

Empty reporting area for disclosure details.

Empty box for additional information or signature.

Authorized for Local Reproduction
Standard Form - LLL-A

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA 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 SD&E AT LEAST 10 WORKING DAYS PRIOR TO EXCAVATING WITHIN 10' OF SD&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) 6.19
HYDROLOGIC UNIT / WATERSHED TIJUANA RIVER
HYDROLOGIC SUBAREA NAME & NO. (WATER TANKS HSA) 911.12
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100
 SWPPP
 THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
 TRADITIONAL: RISK LEVEL 1 2 3
 LUP: RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

ABBREVIATIONS

ABAND	ABANDON	PL, P	PROPERTY LINE
ABAND'D	ABANDONED	PROP	PROPOSED
BTWN	BETWEEN	PVC	POLYVINYL CHLORIDE
CATV	CABLE TV	RCB	REINFORCED CONCRETE BOX
CSDSD	CITY OF SAN DIEGO STANDARD DRAWING	RCP	REINFORCED CONCRETE PIPE
CSP	CALTRANS STANDARD PLANS	RET	RETAINING
C	CENTER LINE	RSP	REVISED STANDARD PLAN
CONC	CONCRETE	RT	RIGHT
COND	CONDUIT	SD	STORM DRAIN
EL, ELEV	ELEVATION	SDRS	SAN DIEGO REGIONAL STANDARD DRAWING
ELEC	ELECTRIC	S	SURVEY LINE
EOG	EDGE OF GUTTER	SWR	SEWER
EX, EXIST	EXISTING	TEL	TELEPHONE
ETW	EDGE TRAVELLED WAY	TOC	TOP OF CURB
FG	FINISH GRADE	TOF	TOP OF FOOTING
HP	HIGH PRESSURE	TW	TOP OF WALL
MH	MANHOLE	UNK	UNKNOWN
OG	ORIGINAL GROUND		
PERF	PERFORATED		

FIELD DATA

BENCHMARK: NWBP OTAY CENTER DR. & CUSTOM HOUSE PLAZA
ELEV.=514.19
BASIS OF BEARINGS / COORDINATES:
 THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING ROS 14492 NAD 83 FEET, ZONE 6 (EPOCH 91.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH CALVRS BASE STATION LOCATED AT OMRE AND CONSTRAINING TO GPS I&: GPS 209 IE: S72°44'30"E.
DATUM: MEAN SEA LEVEL PER FARNSWORTH SURVEY REFERENCED BELOW
REFERENCES: FARNSWORTH WO 177850, 138-1773, 10/30/02 C. DOWLING WO 526821, 140-1785, 3/10/05
MAP: 1936, 10124, 11612, 12308, 12488, 12659, 12707, 15466, 15548
ROS: 3935, 15289, 15618, 16826, 17171, 17617
DWG: 15046-U, 1710-B, 17143-B, 18253-B, 19977-B, 20345-B, 20687-B, 23573-D, 23745-D, 23746-D, 27284-D

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

DOMENIC J. LUPO, R.C.E. 59560, EXP 12/31/19 DATE

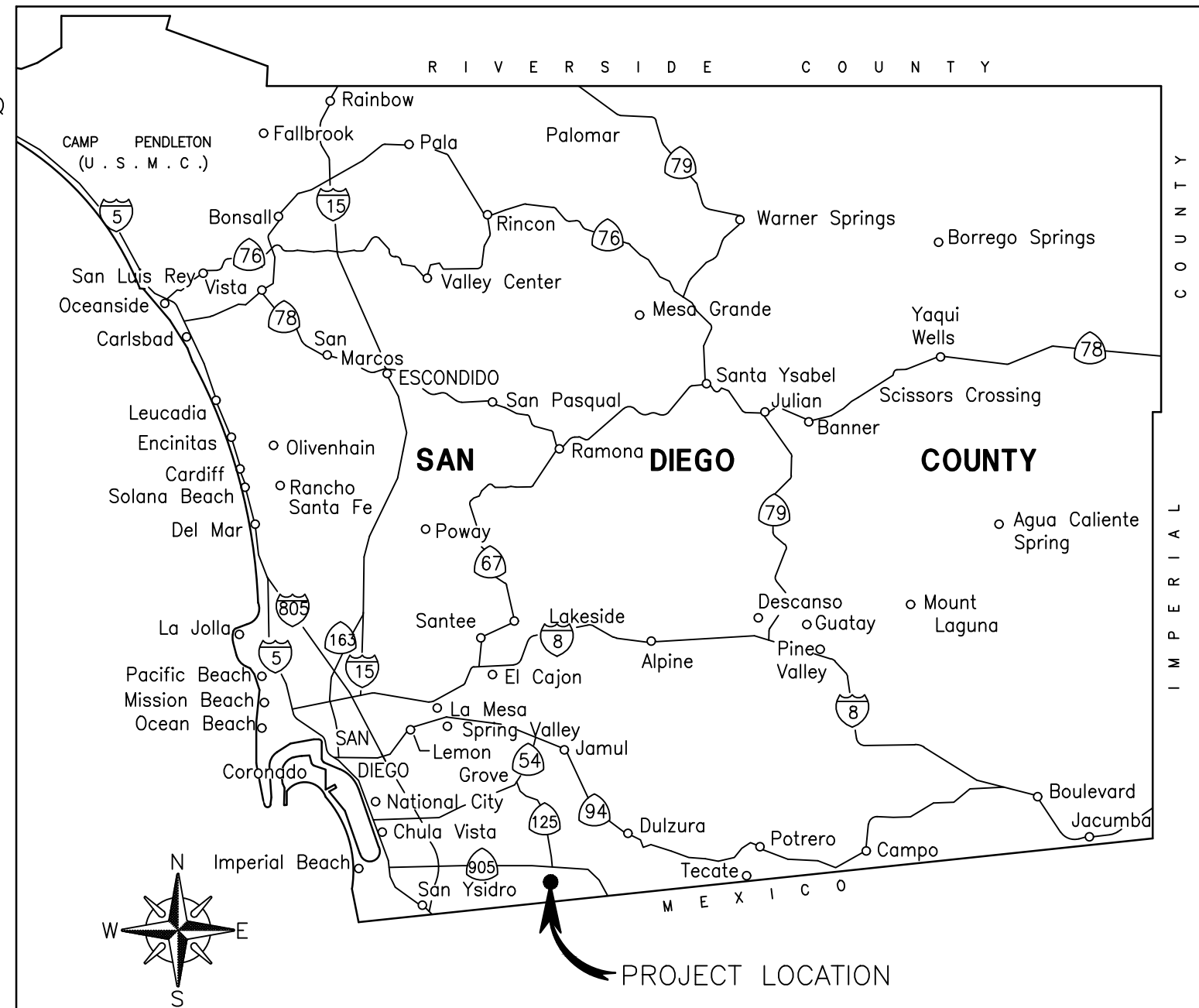
CONSTRUCTION CHANGE / ADDENDUM			
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
	10/1/19	G-1, C-1, C-3, C-4, C-13, C-18	

WARNING

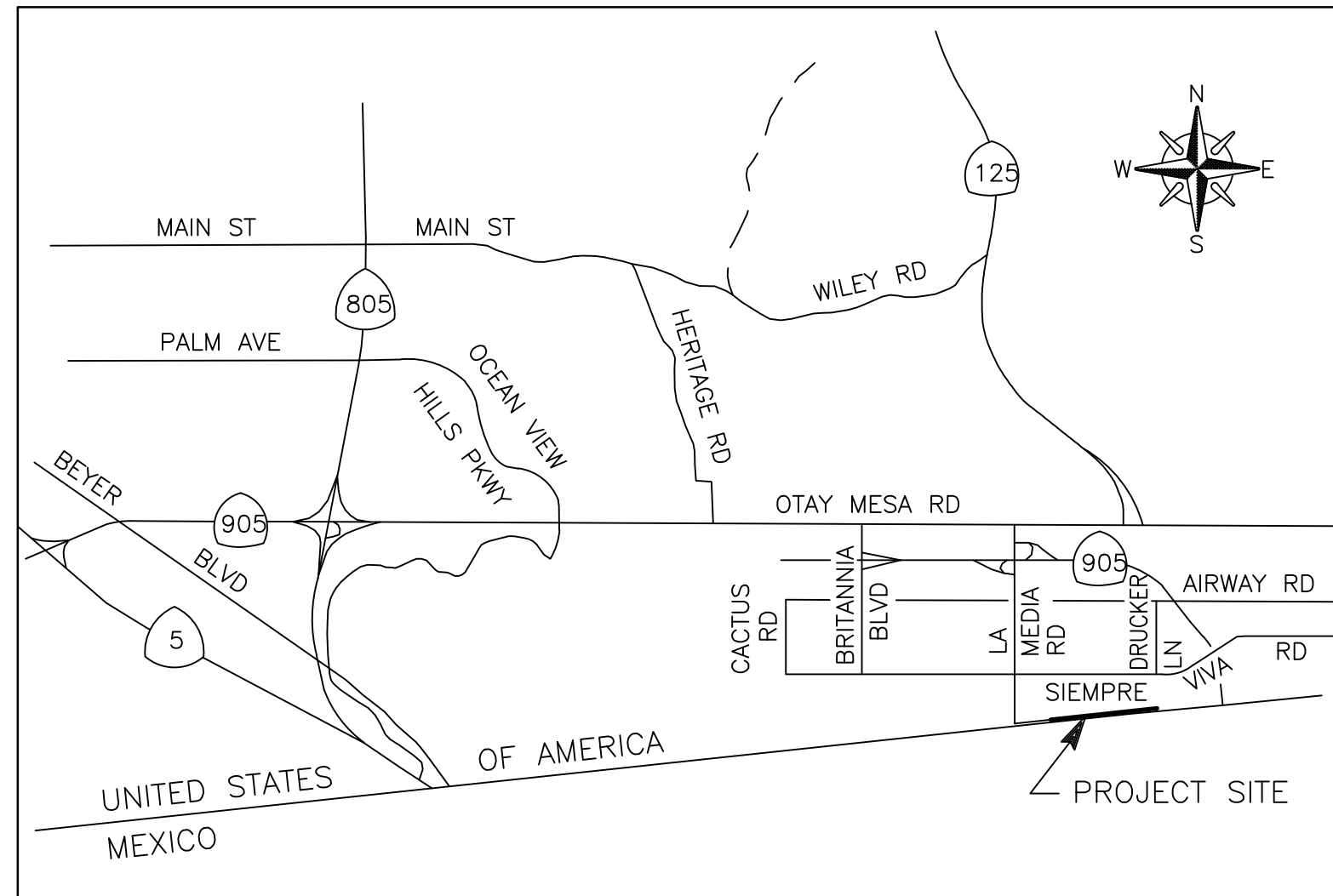
 IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.



PLANS FOR THE IMPROVEMENT OF OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN FEDERAL-AID PROJECT ID: HPLUL 5004(187)



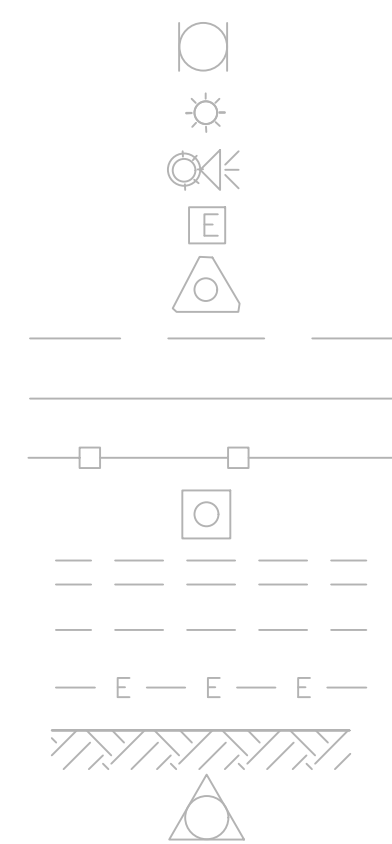
VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

EXISTING STRUCTURES

- EX FIRE HYDRANT
- EX STREET LIGHT
- EX TRAFFIC SIGNAL
- EX ELEC MANHOLE
- EX ELEC RISER
- EX CONC BARRIER
- EX FENCE
- EX SECONDARY BORDER FENCE
- EX SD MANHOLE
- EX RCP (SIZES SHOWN ON PLANS)
- EX PROPERTY LINE
- EX ELECTRICAL CONDUIT
- EX GROUND LINE (PROFILE)
- EX SURVEY MONUMENT



REFERENCE:

PLAN	DWG. NO.	WO. NO.
OTAY MESA TRUCK ROUTE	30262-D	526820
OTAY MESA TRUCK ROUTE PHASE 3	32555-D	526821
SIEMPRE VIVA ROAD	30195-D	991009
KERNS STREET	30198-D	991011

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
MEDIAN CURB	SDG-154, TYPE B-1	
CURB AND GUTTER	SDG-151, TYPE G	
RETAINING WALL	CSP RSP B3-4A, TYPE 5 (CASE 1)	
K-RAIL	CSP A63A	
CRASH CUSHION	ABSORB 350 OR APP'D EQUAL	
DAYLIGHT LINE		
PROPOSED FENCE	SDM-112	
CATCH BASIN TYPE 'F'	SDD-114, SDD-119, M-1	
CATCH BASIN TYPE 'I'	D-13, D-15, D-29	
TYPE 'A' & 'B' C.O.	D-9, D-10, SDD-114	
8" PERFORATED PVC PIPE		
STORM DRAIN	SDD-110, D-61	
ROADWAY	CSP P-1	
CURB CUT INLET		
RAIN GARDEN		
CONCRETE BERM AND RIPRAP		
CONSTRUCTION LAYDOWN AREA		
PROPOSED PROPERTY LINE		
LIMITS OF WORK / ESA FENCE		
FIRE HYDRANT		
CHAINLINK FENCE (WITHOUT VINYL COATING)		
SURVEY MONUMENT	M-10, M-10A, M-10B	

MONUMENTATION/SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA. A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT (BUSINESS AND PROFESSIONS CODE SECTION 8771). IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

G-1

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 01 OF 29 SHEETS		WBS S-11060
APPROVED BY:	DATE: 7/23/19	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER: BRAD JOHNSON	DATE: 7/23/2019	PROJECT MANAGER: BRAD JOHNSON
PRINT DCE NAME: BRAD JOHNSON	DATE: 7/23/2019	CHECKED BY: AMY MILLS
PRINT DCE NAME: BRAD JOHNSON	DATE: 7/23/2019	PROJECT ENGINEER: AMY MILLS
DESCRIPTION	BY	APPROVED
ORIGINAL	AECOM	
ADDENDUM B	AECOM	
DATE	FILED	
10/31/19		
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	
		37414-01-D

CONSULTANT

TRANSPORTATION

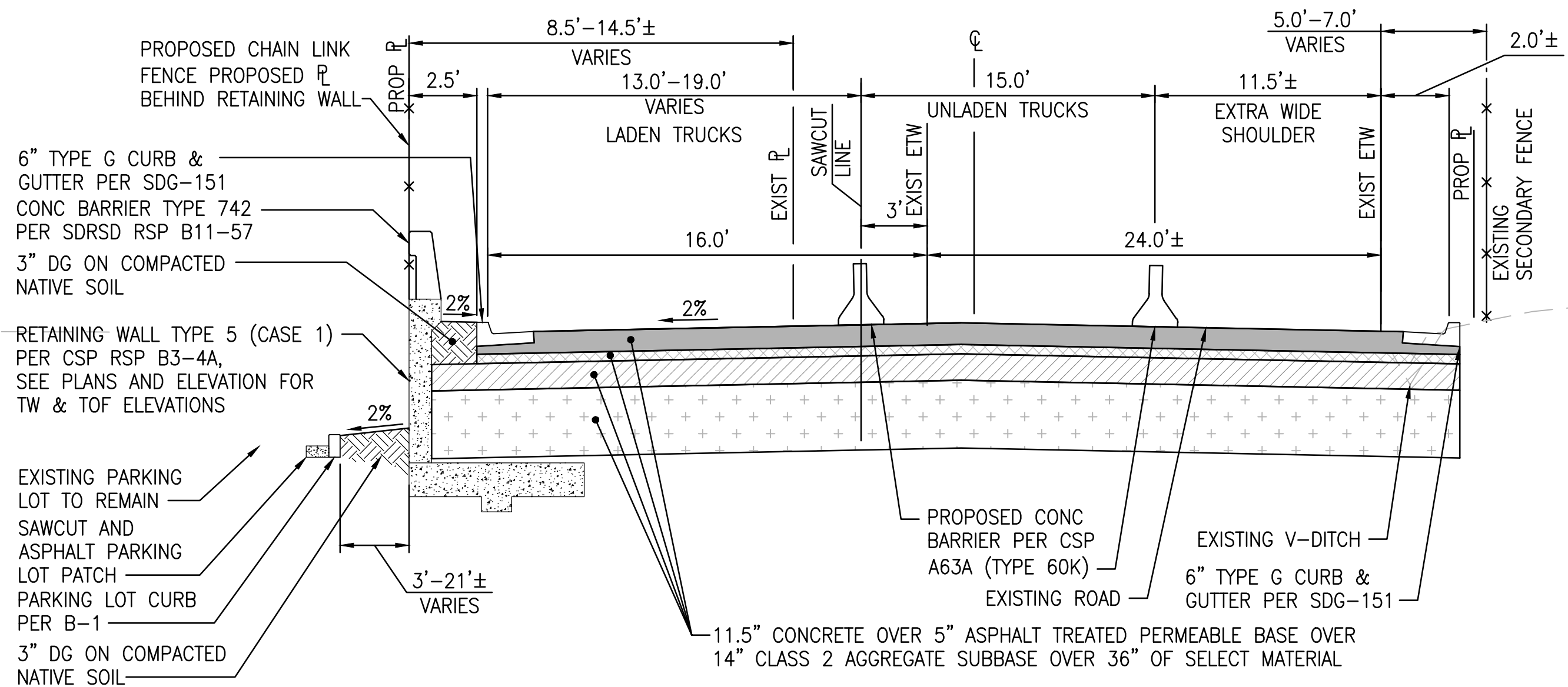
1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T +1-619-610-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

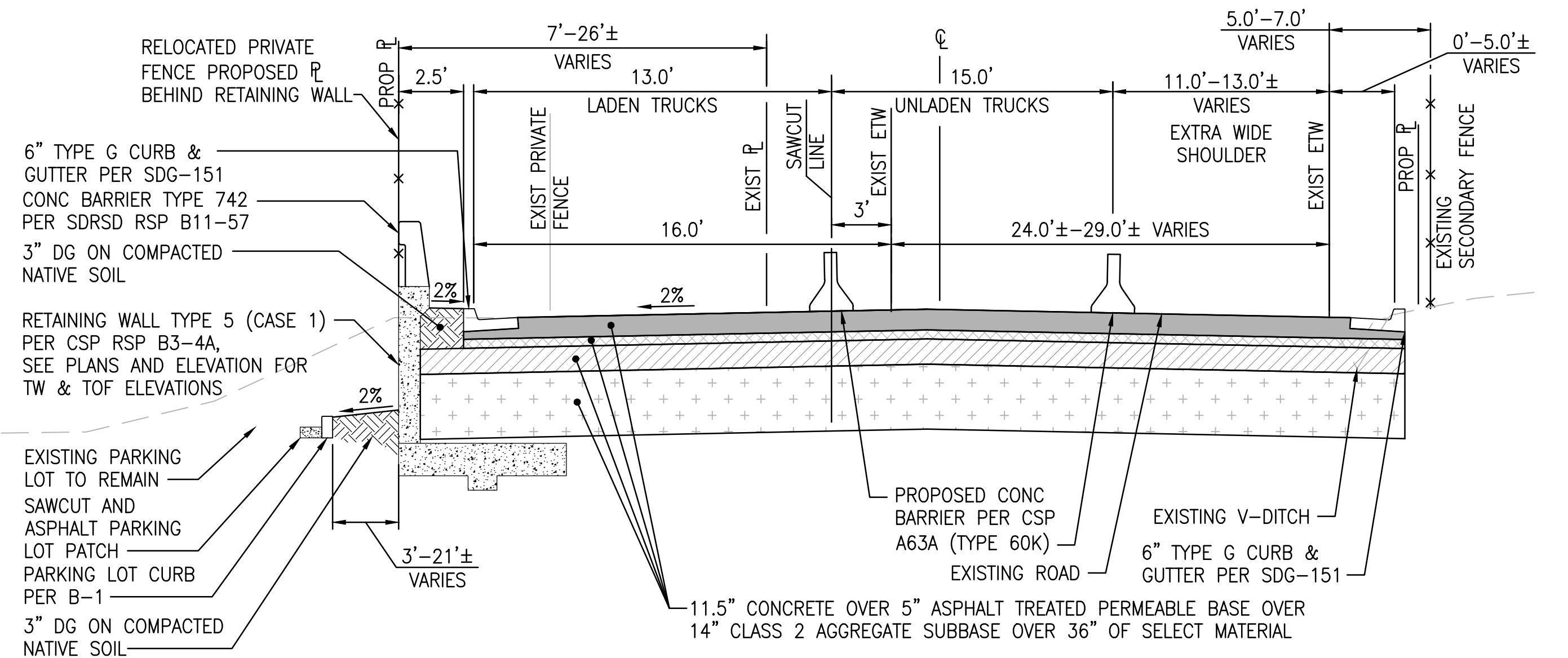
SPEC. NO. 1717

7/23/2019

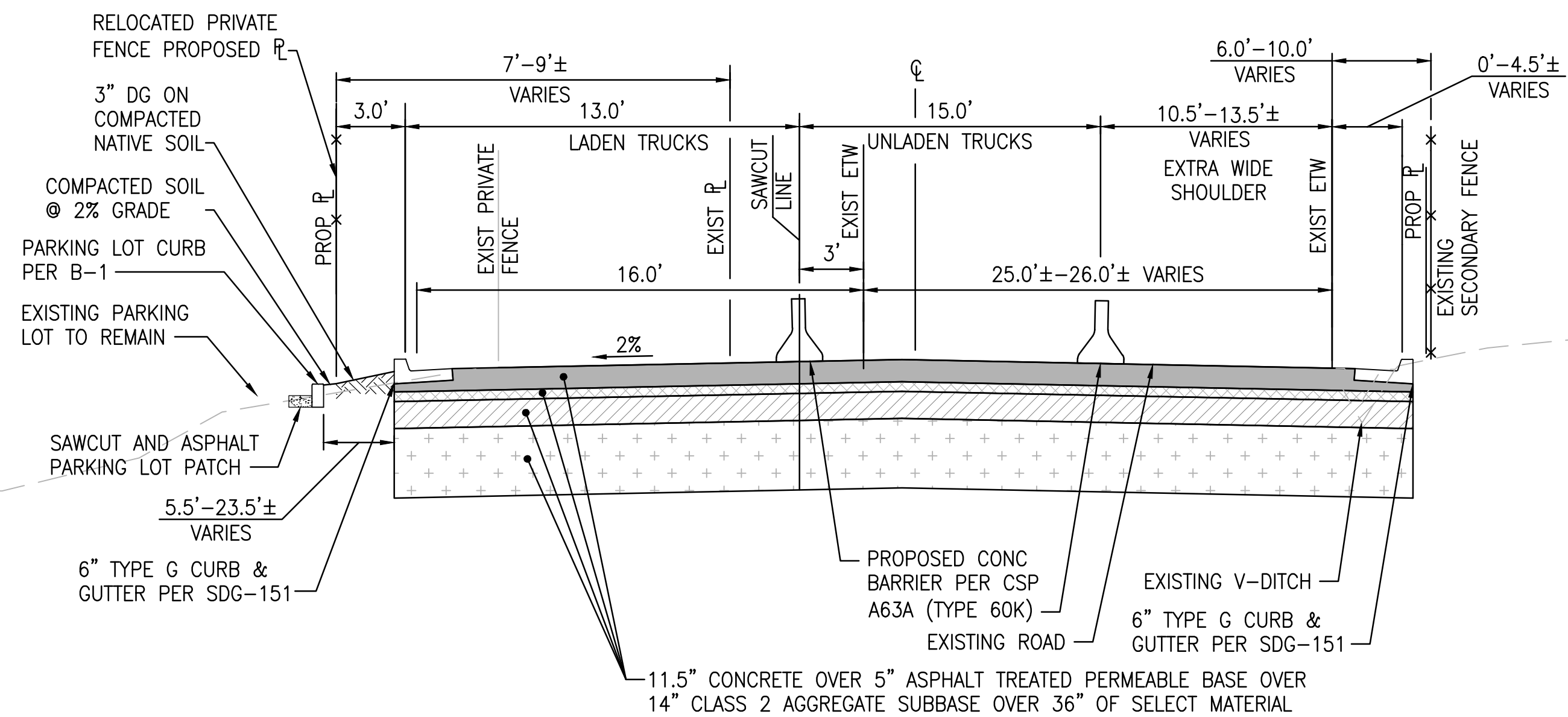
COVER SHEET PLANS FOR THE IMPROVEMENT OF OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN



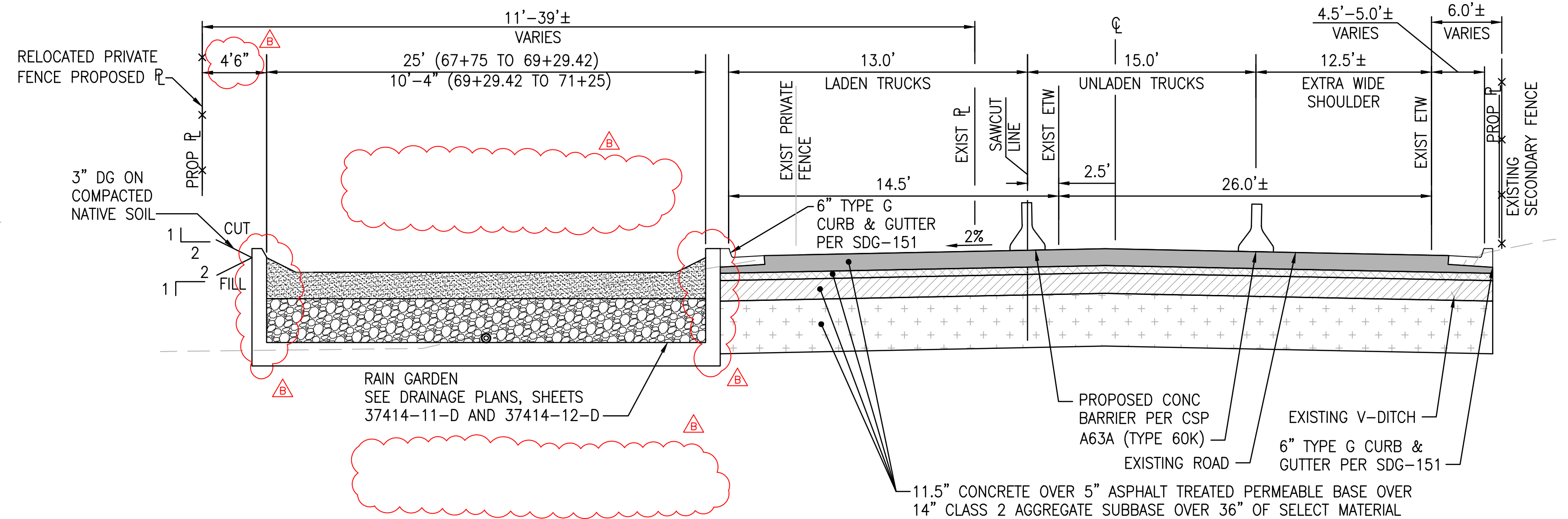
OTAY TRUCK ROUTE PHASE IV - STA 55+49.30 TO 55+89.38,
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 55+89.39 TO 62+84,
71+25 TO 83+17, & 91+80 TO 93+44
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 62+84 TO 67+75,
83+17.08 TO 91+80 & 93+44 TO 94+05.76
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 67+75 TO 71+25
NOT TO SCALE

CROSS SECTIONS

C-1

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
CROSS SECTIONS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 03 OF 29 SHEETS

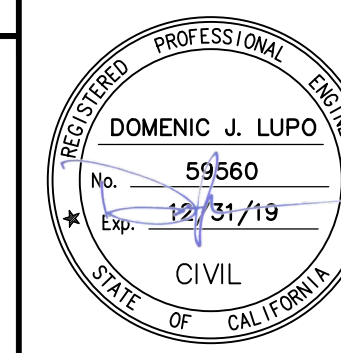
WBS S-11060

APPROVED BY: <i>Brad Johnson</i>	DATE: 7/23/19	SUBMITTED BY: BRAD JOHNSON			
FOR CITY ENGINEER: BRAD JOHNSON	DATE: 07/23/2019	PROJECT MANAGER: AMY MILLS			
PRINT DCE NAME: RCE #	C 45836	CHECKED BY: AMY MILLS			
DESCRIPTION	BY	APPROVED	DATE	FILMED	PROJECT ENGINEER
ORIGINAL	AECOM	<i>Brad Johnson</i>	07/23/2019		138-1779
ADDENDUM B	AECOM	<i>Brad Johnson</i>	10/3/19		CCS27 COORDINATE
					6340407-1778444
					CCS83 COORDINATE
CONTRACTOR		DATE STARTED		37414-03-D	
INSPECTOR		DATE COMPLETED			

CONSULTANT



ALL UNITS IN FEET UNLESS OTHERWISE INDICATED



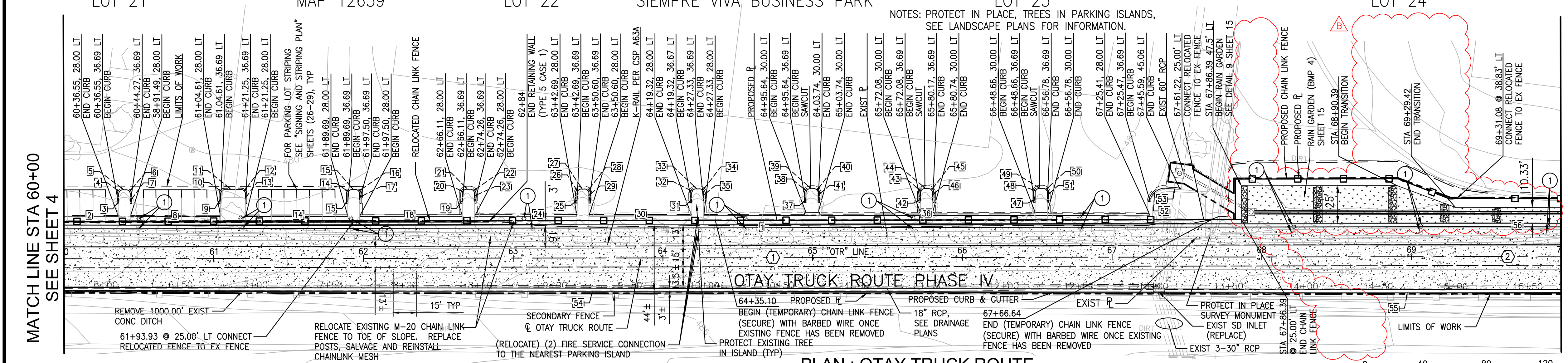
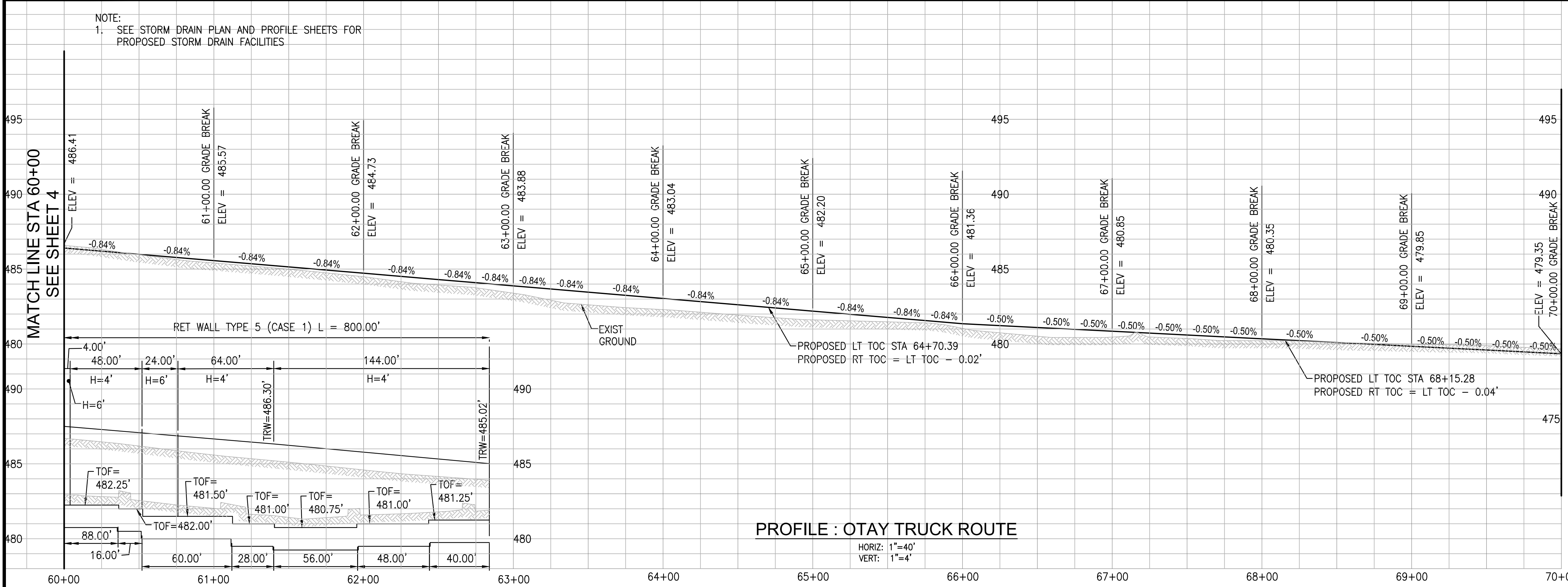
7/23/2019

GRAVITY RETAINING WALL REMOVED

ADDENDUM B

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°31'42"E		937.75'	
2	N84°44'29"E		62.25'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°31'42"E		937.95'	6" CURB PER SDG-151, TYPE G
2	N84°31'42"E		36.70'	6" CURB PER SDG-154, TYPE B-1
3	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
4	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
5	N84°31'42"E		1.72'	6" CURB PER SDG-154, TYPE B-1
6	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
7	S5°28'18"E		6.31'	6" CURB PER SDG-154, TYPE B-1
8	N84°31'42"E		60.33'	6" CURB PER SDG-154, TYPE B-1
9	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
10	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
11	N84°31'42"E		10.64'	6" CURB PER SDG-154, TYPE B-1
12	90°00'39"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
13	S5°27'39"E		6.31'	6" CURB PER SDG-154, TYPE B-1
14	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
14	N84°31'42"E		68.44'	6" CURB PER SDG-154, TYPE B-1
15	N5°28'18"W		6.31'	6" CURB PER SDG-154, TYPE B-1
15	N84°31'42"E		1.82'	6" CURB PER SDG-154, TYPE B-1
16	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
17	S5°28'18"E		6.31'	6" CURB PER SDG-154, TYPE B-1
18	N84°31'42"E		68.60'	6" CURB PER SDG-154, TYPE B-1
19	N5°28'18"W		6.32'	6" CURB PER SDG-154, TYPE B-1
20	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
21	N84°31'42"E		2.15'	6" CURB PER SDG-154, TYPE B-1
22	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
23	S5°28'18"E		6.32'	6" CURB PER SDG-154, TYPE B-1
24	N84°31'42"E		58.68'	6" CURB PER SDG-154, TYPE B-1
25	N5°28'18"W		6.32'	6" CURB PER SDG-154, TYPE B-1
26	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
27	N84°31'42"E		1.92'	6" CURB PER SDG-154, TYPE B-1
28	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
29	S5°28'18"E		6.32'	6" CURB PER SDG-154, TYPE B-1
30	N84°31'42"E		68.72'	6" CURB PER SDG-154, TYPE B-1
31	N5°28'18"W		6.33'	6" CURB PER SDG-154, TYPE B-1
32	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
33	N84°31'42"E		2.00'	6" CURB PER SDG-154, TYPE B-1
34	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1



CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
35	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
36	N84°31'42"E		298.08'	6" CURB PER SDG-154, TYPE B-1
37	N5°15'55"W		6.33'	6" CURB PER SDG-154, TYPE B-1
38	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
39	N84°31'42"E		2.10'	6" CURB PER SDG-154, TYPE B-1
40	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
41	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
42	S5°28'18"E		6.33'	6" CURB PER SDG-154, TYPE B-1
43	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
44	S84°31'42"W		2.09'	6" CURB PER SDG-154, TYPE B-1
45	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
46	N5°33'55"W		6.34'	6" CURB PER SDG-154, TYPE B-1
47	S5°31'10"E		6.33'	6" CURB PER SDG-154, TYPE B-1
48	90°02'52"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
49	S84°31'42"W		2.17'	6" CURB PER SDG-154, TYPE B-1
50	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
51	N4°52'09"W		6.33'	6" CURB PER SDG-154, TYPE B-1
52	88°40'39"	10.00	15.48'	6" CURB PER SDG-154, TYPE B-1
53	S89°25'51"W		9.36'	6" CURB PER SDG-154, TYPE B-1
54	N84°41'14"E		714.59'	6" CURB PER SDG-154, TYPE G
55	N84°41'36"E		285.41'	6" CURB PER SDG-154, TYPE G
56	N84°44'29"E		62.05'	6" CURB PER SDG-154, TYPE B-1

CONSULTANT

TRANSPORTATION

AECOM

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T: 619-610-7600
www.aecom.com

REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 55560
Exp. 12/31/19
CIVIL
7/23/2019

NOTES:
1. EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
2. FOR CURB OPENING LOCATIONS IN BIOFILTRATION BASIN/RAIN GARDEN, SEE SHEET 11.
3. SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

REFERENCE:
ROW ACQUISITIONS: 38693-1-B, 38693-2-B

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 60+00 TO STA 70+00

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 05 OF 29 SHEETS

WBS S-11060

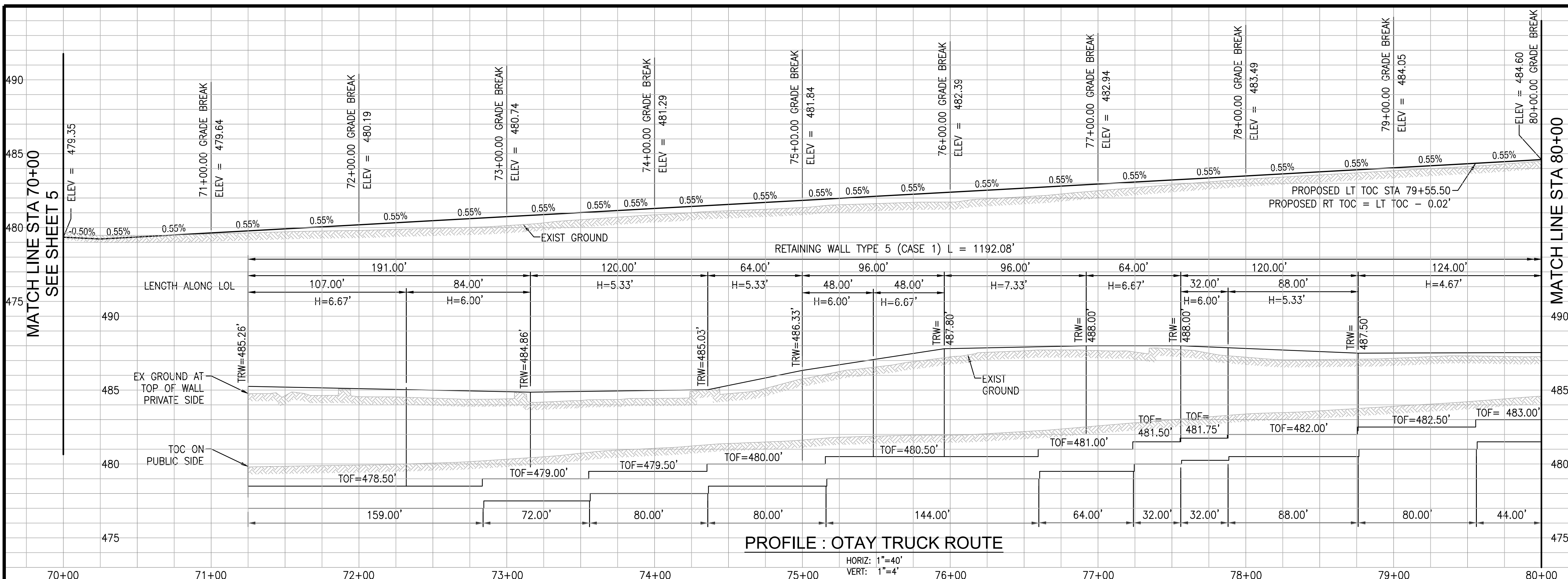
APPROVED: *Brad Johnson* 7/23/19
FOR CITY ENGINEER
BRAD JOHNSON
PRINT DCE NAME
DATE
C 45836
RCE #

SUBMITTED BY:
BRAD JOHNSON
PROJECT MANAGER
CHECKED BY:
AMY MILLS
PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AECOM	<i>Brad Johnson</i>	07/23/2019	
ADDENDUM B	AECOM	<i>Brad Johnson</i>	10/31/19	

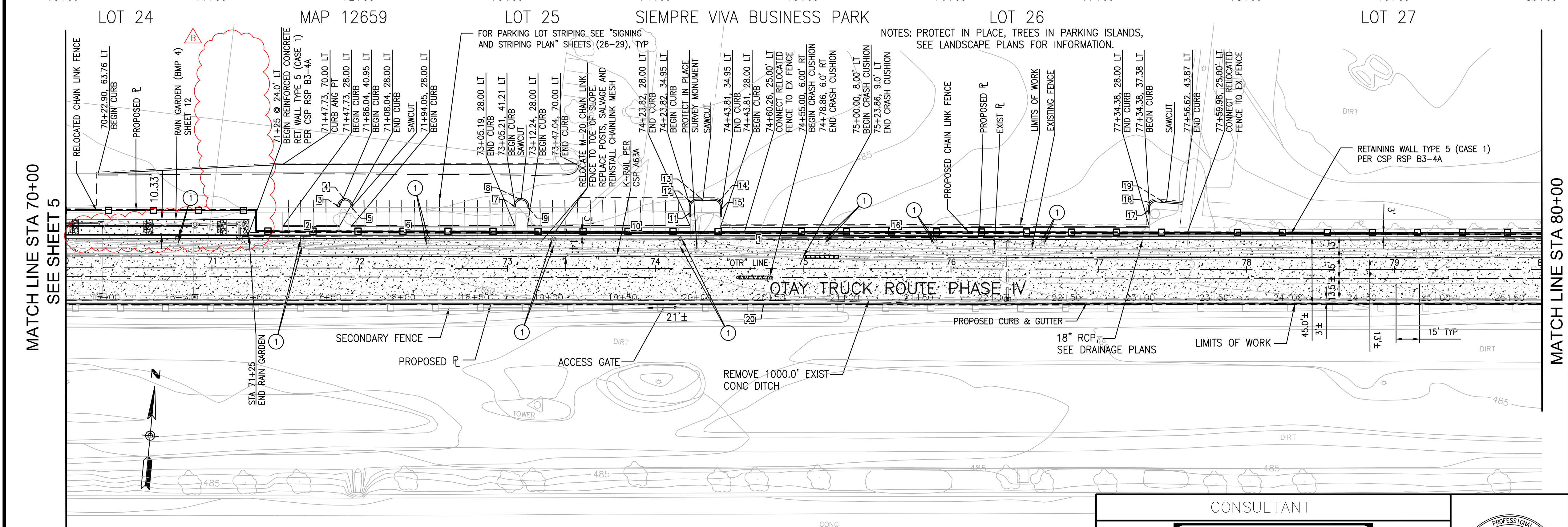
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE
37414-05-D

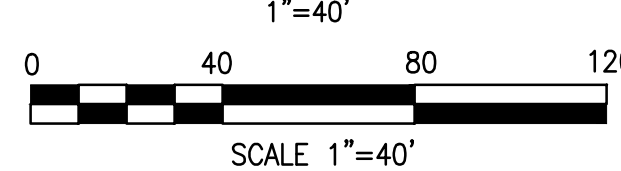


ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	6" CURB PER SDG-151, TYPE G
2	N84°44'29"E		38.30'	6" CURB PER SDG-154, TYPE B-1
3	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
4	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
5	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
6	N84°43'42"E		111.15'	6" CURB PER SDG-154, TYPE B-1
7	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
8	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
9	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
10	N84°44'29"E		110.58'	6" CURB PER SDG-154, TYPE B-1
11	N5°15'31"W		7.05'	6" CURB PER SDG-154, TYPE B-1
12	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
13	N84°44'29"E		11.99'	6" CURB PER SDG-154, TYPE B-1
14	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
15	S5°15'31"E		7.05'	6" CURB PER SDG-154, TYPE B-1
16	N84°44'29"E		290.58'	6" CURB PER SDG-154, TYPE B-1
17	N5°15'31"W		4.23'	6" CURB PER SDG-154, TYPE B-1
18	95°27'26"	4.00'	6.66'	6" CURB PER SDG-154, TYPE B-1
19	S89°48'05"E		17.87'	6" CURB PER SDG-154, TYPE B-1
20	N84°39'57"E		1000.00'	6" CURB PER SDG-154, TYPE G



PLAN : OTAY TRUCK ROUTE



- CONSTRUCTION NOTES:**
- 1. RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

NOTE:

- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
- FOR CURB OPENING LOCATIONS IN BIOFILTRATION BASIN/RAIN GARDEN, SEE SHEET 12
- SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

REFERENCE:
ROW ACQUISITIONS: 38693-1-B, 38693-2-B

CONSULTANT

TRANSPORTATION

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T +619-510-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 55560
Exp. 12/31/19

CIVIL

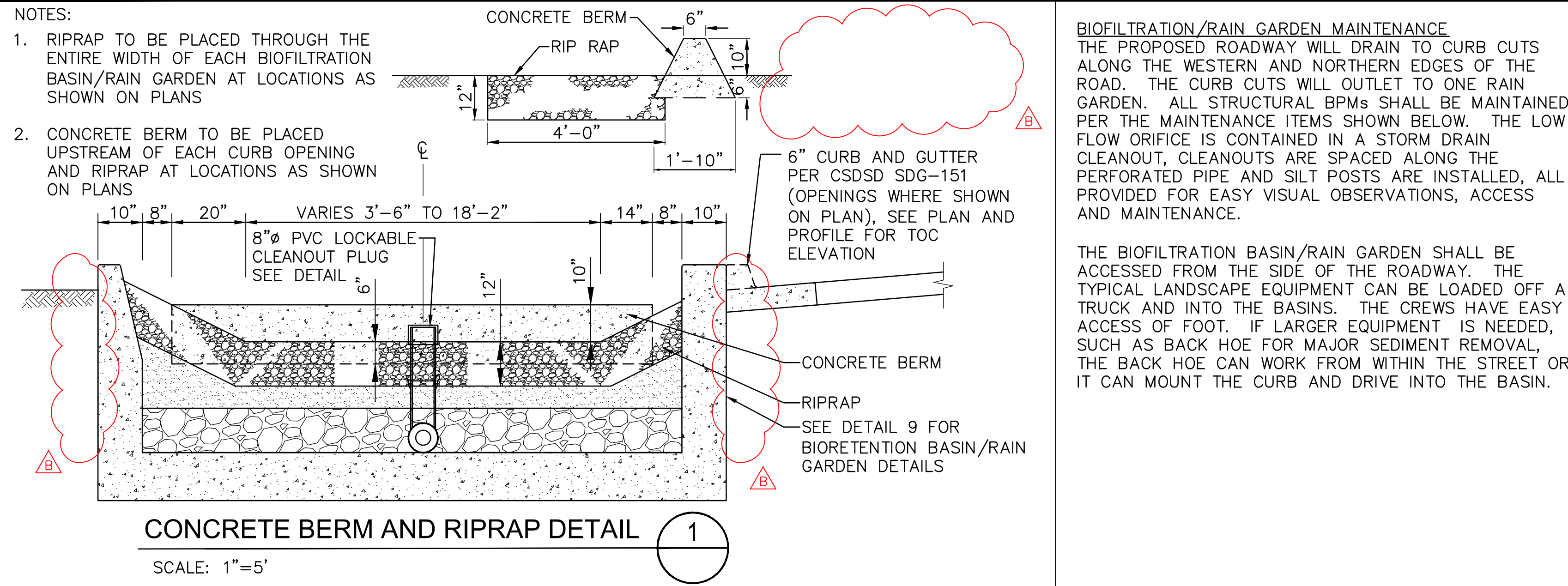
7/23/2019

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 70+00 TO STA 80+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 06 OF 29 SHEETS

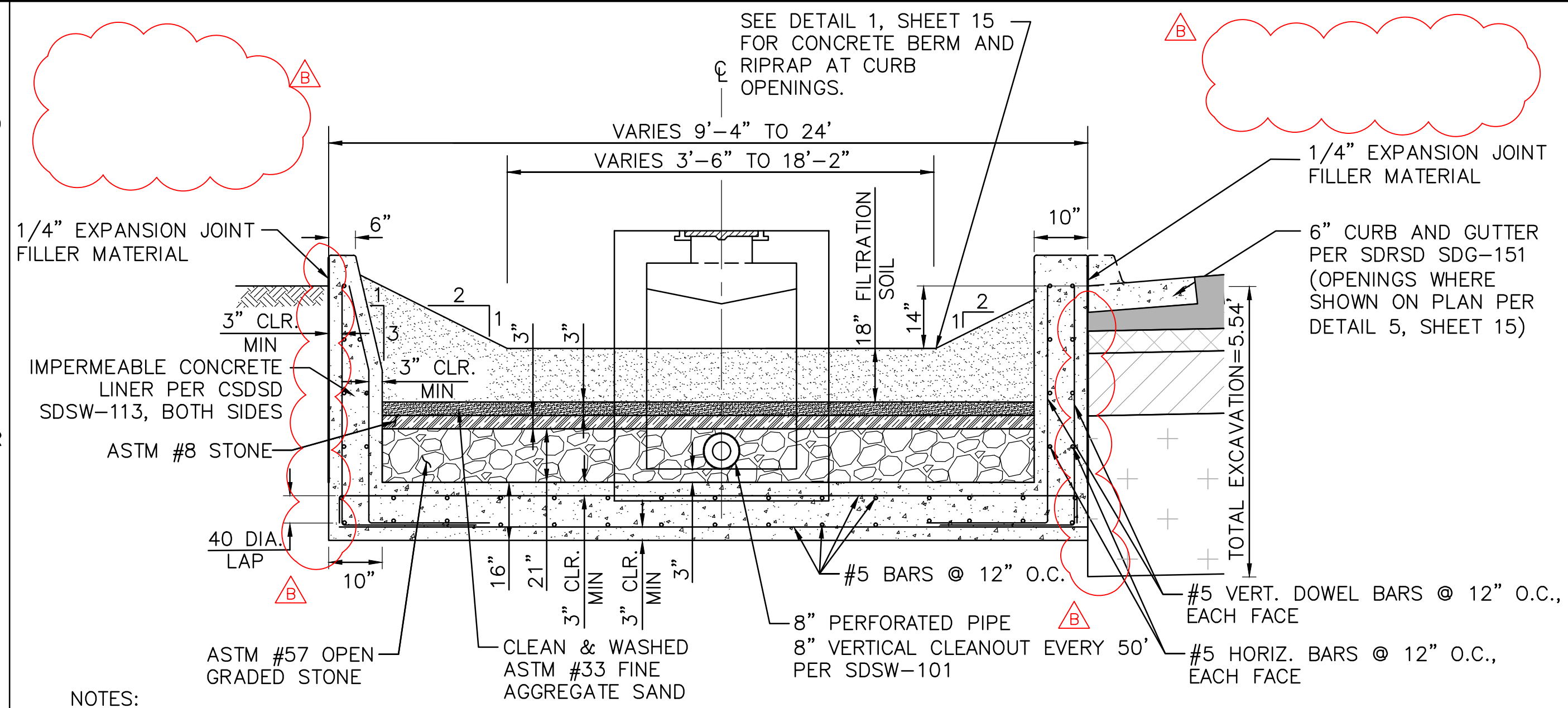
WBS S-11060

APPROVED BY: <i>Brad Johnson</i>	DATE: 7/23/19	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER	DATE: 07/23/2019	PROJECT MANAGER
BRAD JOHNSON	C 45836	CHECKED BY: AMY MILLS
PRINT DCE NAME	RCE #	PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	AECOM	<i>Brad Johnson</i>
ADDENDUM B	AECOM	<i>Brad Johnson</i>
		DATE
		10/3/19
		FILED
		138-1779
		CCS27 COORDINATE
		6340407-1778444
		CCS83 COORDINATE
CONTRACTOR	DATE STARTED	37414-06-D
INSPECTOR	DATE COMPLETED	



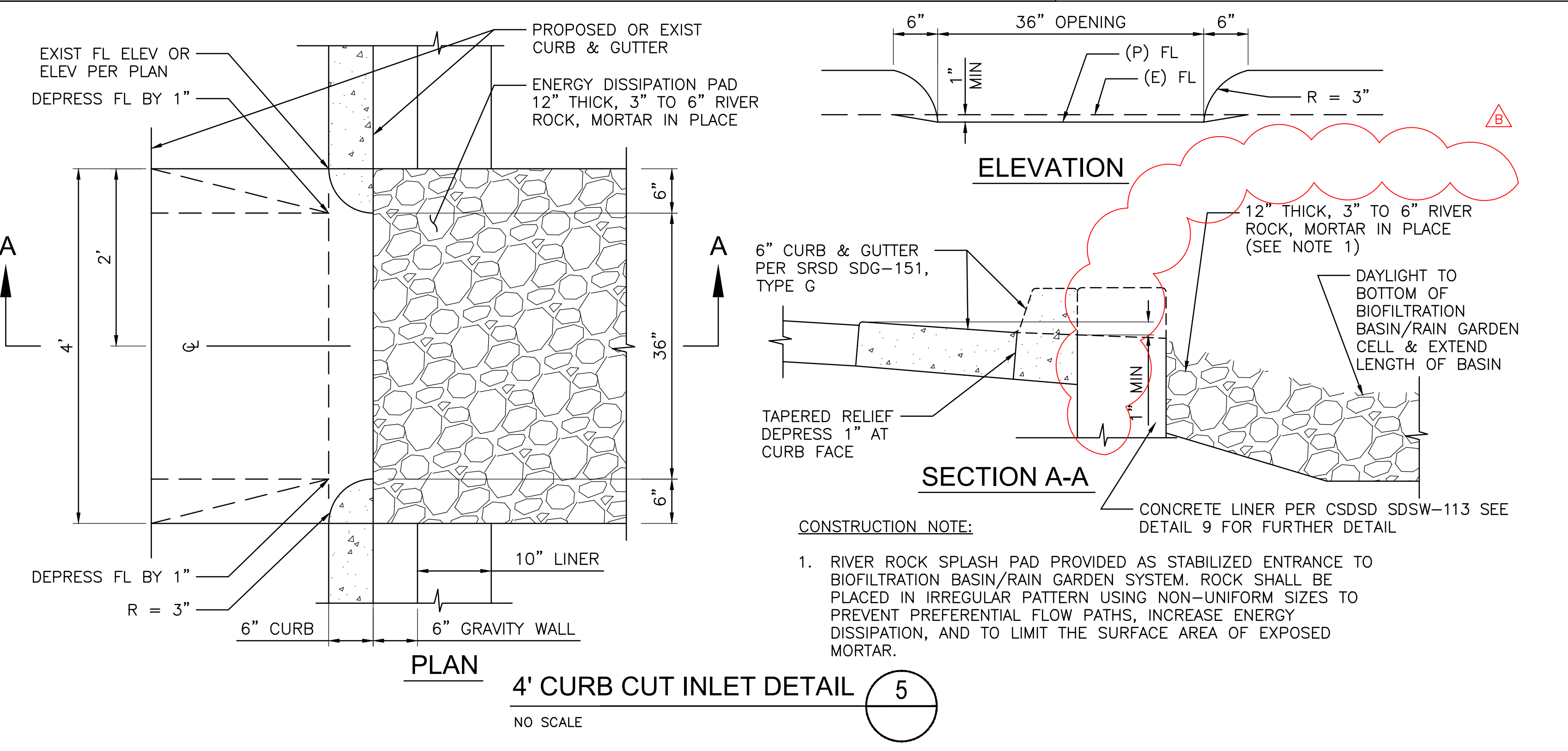
BIOFILTRATION/RAIN GARDEN MAINTENANCE
THE PROPOSED ROADWAY WILL DRAIN TO CURB CUTS ALONG THE WESTERN AND NORTHERN EDGES OF THE ROAD. THE CURB CUTS WILL OUTLET TO ONE RAIN GARDEN. ALL STRUCTURAL BMPs SHALL BE MAINTAINED PER THE MAINTENANCE ITEMS SHOWN BELOW. THE LOW FLOW ORIFICE IS CONTAINED IN A STORM DRAIN CLEANOUT, CLEANOUTS ARE SPACED ALONG THE PERFORATED PIPE AND SILT POSTS ARE INSTALLED, ALL PROVIDED FOR EASY VISUAL OBSERVATIONS, ACCESS AND MAINTENANCE.

THE BIOFILTRATION BASIN/RAIN GARDEN SHALL BE ACCESSED FROM THE SIDE OF THE ROADWAY. THE TYPICAL LANDSCAPE EQUIPMENT CAN BE LOADED OFF A TRUCK AND INTO THE BASINS. THE CREWS HAVE EASY ACCESS OF FOOT. IF LARGER EQUIPMENT IS NEEDED, SUCH AS BACK HOE FOR MAJOR SEDIMENT REMOVAL, THE BACK HOE CAN WORK FROM WITHIN THE STREET OR IT CAN MOUNT THE CURB AND DRIVE INTO THE BASIN.



NOTES:

1. THE REQUIRED SOIL MIX IS SIMILAR TO A LOAMY SAND. IT MUST MAINTAIN A MINIMUM PERCOLATION RATE OF 5 INCHES PER HOUR THROUGHOUT THE CONSTRUCTION PERIOD AND IT MUST BE SUITABLE FOR MAINTAINING PLANT LIFE. TYPICALLY, ON-SITE SOILS ARE UNSUITABLE. REFER TO SPECIFICATIONS.
2. UNDERDRAIN TO BE SLOTTED 8" PVC PIPE CONFORMING TO ASTM D 3034 OR EQUIVALENT.
3. PROVIDE SILT POST EVERY 100' TO SHOW CONSTRUCTED BOTTOM OF BASIN AND THE AMOUNT OF SILTATION.
4. CONCRETE STRENGTH SHALL BE 3250 PSI (560-C-3250).
5. MAX. SOIL PRESSURE SHALL BE 859 PSF.
6. SEE BOTTOM OF SHEET FOR ADDITIONAL NOTES.



BIOFILTRATION BASIN/RAIN GARDEN (BF-1)	
TYPICAL MAINTENANCE INDICATORS	MAINTENANCE ACTIONS
ACCUMULATION OF SEDIMENT, LITTER, OR DEBRIS (VISUAL OBSERVATION OF TRASH AND DEBRIS AND MEASUREMENTS OF SEDIMENT DEPTH AT SILT POST, NOT TO EXCEED 10% OF THE FACILITY DESIGN OF 14")	REMOVE AND PROPERLY DISPOSE OF ACCUMULATED MATERIALS, WITHOUT DAMAGE TO THE VEGETATION
POOR VEGETATION ESTABLISHMENT (VISUAL OBSERVATION)	RE-SEED, RE-PLANT, OR RE-ESTABLISH VEGETATION PER ORIGINAL PLANS. VEGETATION IS AESTHETIC, NOT REQUIRED.
OVERGROWN VEGETATION BLOCKING/HINDERING STRUCTURAL COMPONENTS OF BASIN	MOW OR TRIM AS APPROPRIATE, BUT NOT LESS THAN THE DESIGN HEIGHT (10") OF THE VEGETATION PER ORIGINAL PLANS WHEN APPLICABLE
EROSION DUE TO CONCENTRATED STORM WATER RUNOFF FLOW (VISUAL OBSERVATION)	REPAIR/RE-SEED/RE-PLANT ERODED AREAS, AND MAKE APPROPRIATE CORRECTIVE MEASURES SUCH AS ADDING STONE AT FLOW ENTRY POINTS, OR MINOR RE-GRADING TO RESTORE PROPER DRAINAGE ACCORDING TO THE ORIGINAL PLAN
STANDING WATER IN BIOFILTRATION BASIN/RAIN GARDEN AREAS FOR LONGER THAN 96 HOURS FOLLOWING A STORM EVENT* GREATER THAN A TARGET STORM OF 0.6IN (VISUAL OBSERVATION)	DRAIN FACILITY. CORRECTIVE ACTION PRIOR TO WET SEASON. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT
OBSTRUCTED INLET OR OUTLET STRUCTURE (VISUAL OBSERVATION)	CLEAR OBSTRUCTIONS. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT
DAMAGE TO STRUCTURAL COMPONENTS SUCH AS WEIRS, INLET OR OUTLET STRUCTURES (VISUAL OBSERVATION)	REPAIR OR REPLACE AS APPLICABLE. CONSULT ENGINEERS IF IMMEDIATE SOLUTION IS NOT EVIDENT

*THESE BMPs TYPICALLY INCLUDE A SURFACE PONDING LAYER AS PART OF THEIR FUNCTION WHICH MAY TAKE 96 HOURS TO DRAIN FOLLOWING A STORM EVENT

DESIGN CONDITIONS
WALLS ARE TO BE USED FOR THE LOADING CONDITIONS SHOWN FOR EACH TYPE OF WALL. DESIGN HEIGHT MAY BE EXCEED BY SIX INCHES BEFORE GOING TO NEXT SIZE. SPECIAL FOOTING DESIGN IS REQUIRED WHERE FOUNDATION MATERIAL IS INCAPABLE OF SUPPORTING TOE PRESSURE LISTED IN NOTES IN DETAIL 9.

MINIMUM REQUIRED MATERIAL PROPERTIES:
f_c = 3250 PSI
f_y = 60 KSI FOR ALL REBAR

LATERAL EARTH PRESSURE AT LEVEL BACKFILL:
ACTIVE = 45 PSF/FT (TRIANGULAR)
HEAVY LIVE LOAD SURCHARGE = 90 PSF (UNIFORM) - STREET CLASSIFICATIONS: LOCAL (IND), COLLECTOR, MAJOR, PRIMARY ARTERIAL

*DESIGN LOADS ARE PROJECT SPECIFIC AND THEREFORE SHOULD THERE BE ANY DEVIATION TO THE PARAMETERS PROVIDED ABOVE, A STAMPED AND SIGNED STRUCTURAL CALCULATION SHALL BE PERFORMED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER AND SUBMITTED TO THE CITY OF SAN DIEGO FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

*THE LIVE LOAD SURCHARGE VALUES AND DESCRIPTIONS ARE FOR TYPICAL LOADING SCENARIOS AND SERVE AS A GENERAL GUIDE. CONFIRMATION OF THE VALUES USED SHALL BE VERIFIED PER THE GIVEN SPECIFIC PROJECT PARAMETERS BY THE USER AND APPROVED BY THE CITY PRIOR TO INSTALLATION.

SHOULD THERE BE A SITUATION IN WHICH THE BACKFILL ON ONE SIDE OF LINER IS GREATER THAN THE OTHER, A STAMPED AND SIGNED STRUCTURAL CALCULATION SHALL BE PERFORMED BY A CALIFORNIA LICENSED CIVIL OR STRUCTURAL ENGINEER THAT VERIFIES THE OVERALL GLOBAL STABILITY OF THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING CHECKS WITH MINIMUM FACTORS OF SAFETY OF 1.5 WHERE APPLICABLE: OVERTURNING, SLIDING AND BEARING PRESSURE.

REINFORCEMENT
GRADE 60 DEFORMED REBAR SHALL CONFORM TO ASTM A615. BARS SHALL LAP 40 DIAMETERS, WHERE SPLICED, UNLESS OTHERWISE SHOWN ON THE PLANS. BENDS SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICE, A.C.I. BACKING FOR HOOKS IS FOUR DIAMETERS.

BACKFILL
NO BACKFILL MATERIAL SHALL BE PLACED AGAINST CONCRETE LINER UNTIL THE CONCRETE HAS DEVELOPED A STRENGTH OF 2,500 PSI IN COMPRESSION AS DETERMINED BY TEST CYLINDERS, OR UNTIL 28 DAYS AFTER WALL HAS PLACED. BACKFILL MATERIAL SHALL CONFORM TO STANDARD SPECIFICATIONS OR SPECIAL PROVISIONS. COMPACTION OF BACKFILL MATERIAL BY JETTING OR PONDING WITH WATER WILL NOT BE PERMITTED. EACH LAYER OF BACKFILL SHALL BE MOISTENED AS DIRECTED BY THE ENGINEER AND THOROUGHLY TAMPED, ROLLED OR OTHERWISE COMPACTED UNTIL THE RELATIVE COMPACTION IS NOT LESS THAN 90%.

INSPECTIONS
CALL FOR INSPECTIONS AS FOLLOWS:
A. WHEN THE WALL FOOTING HAS BEEN FORMED, WITH THE STEEL TIED SECURELY IN ITS FINAL POSITION, AND IS READY FOR THE CONCRETE TO BE PLACED.
B. FINAL INSPECTION WHEN ALL WORK HAS BEEN COMPLETED

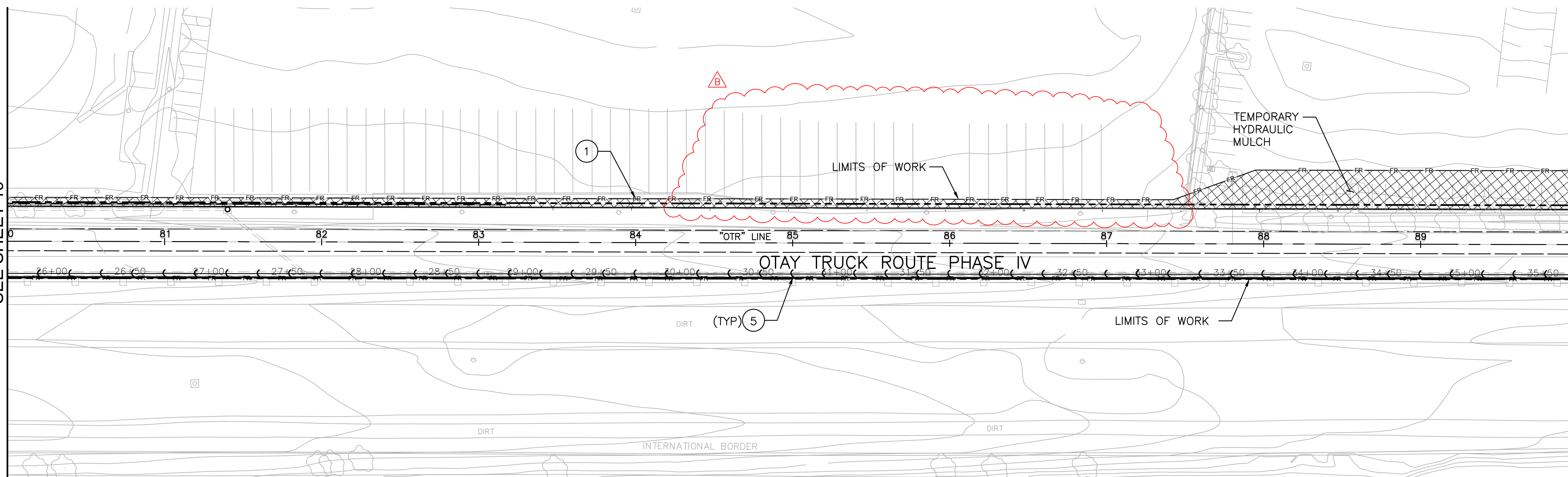
SOIL
ALL FOOTINGS SHALL EXTEND AT LEAST 12" INTO UNDISTURBED NATURAL SOIL OR APPROVED COMPACTED FILL. SOIL SHOULD BE DAMPENED PRIOR TO PLACING CONCRETE FOOTINGS.

CONSULTANT
TRANSPORTATION
AECOM
1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T 619-510-7600
www.aecom.com
ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 55560
Exp. 12/31/19
CIVIL
7/23/2019

OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN STORM DRAIN DETAILS	
CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 15 OF 29 SHEETS	
WBS S-11060	
APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/19 C 45836 RCE #
SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER	
DESCRIPTION	BY
ORIGINAL	AECOM
ADDENDUM B	AECOM
APPROVED	DATE
10/31/19	10/31/19
6340407-1778444 CCS27 COORDINATE CCS83 COORDINATE	
CONTRACTOR	DATE STARTED
INSPECTOR	DATE COMPLETED
37414-15-D	

MATCH LINE STA 80+00
SEE SHEET 19

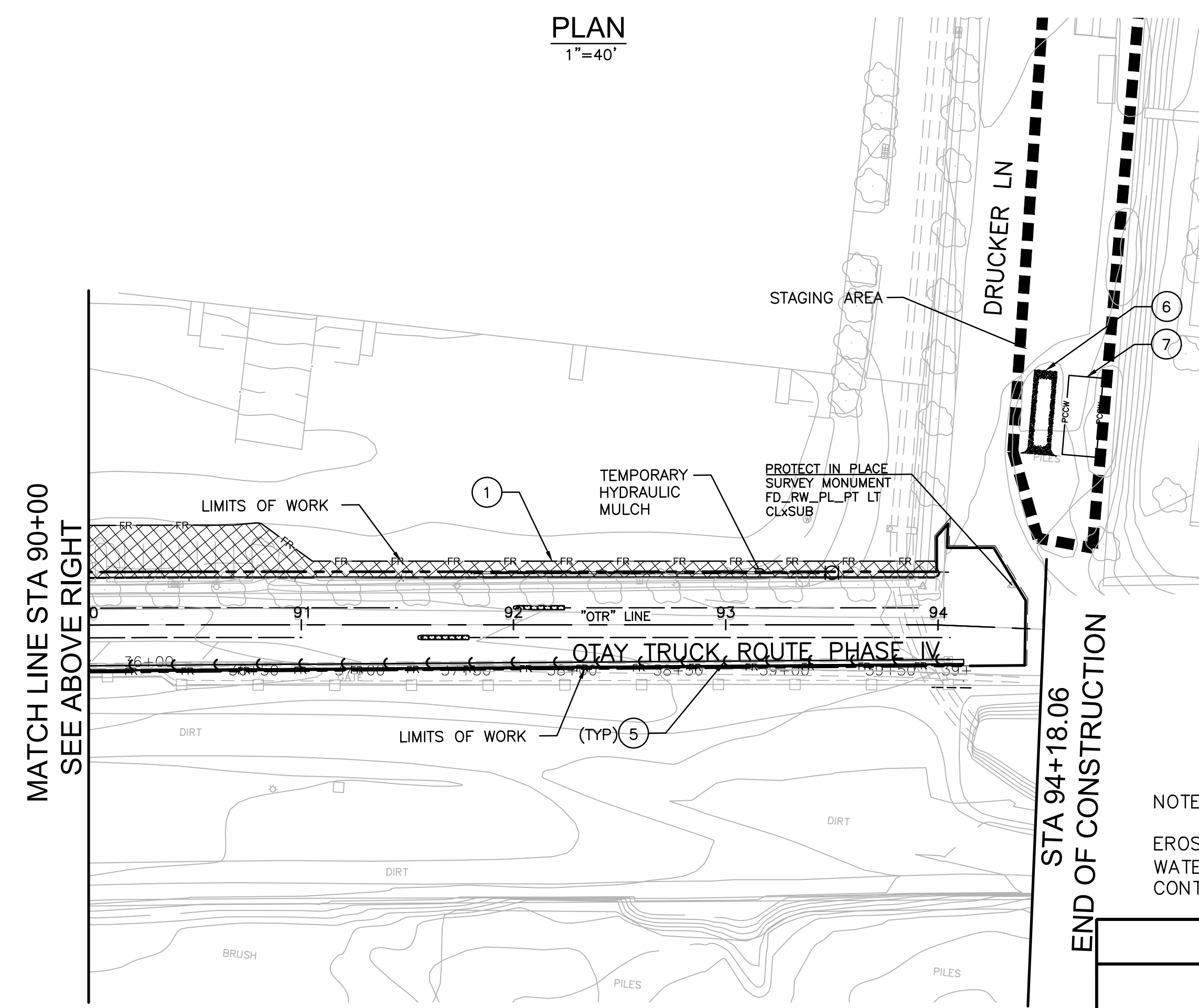


MATCH LINE STA 90+00
SEE BELOW LEFT

LEGEND:

SYMBOL	CASQA BMP DETAIL NO.	ITEM
.....	SE-4	GRAVEL CHECK DAM
—FR—	SE-5	FIBER ROLL
[Cross-hatched]		TEMPORARY HYDRAULIC MULCH
[Dashed line]	TC-1	CONSTRUCTION ENTRANCE
[Box with PCCW]	WM-8	TEMPORARY CONCRETE WASHOUT (PORTABLE CONCRETE WASHOUT)
[Dashed box]		LIMITS OF WORK

PLAN
1"=40'



STA 94+18.06
END OF CONSTRUCTION

NOTE:
EROSION CONTROL PLAN IS SUBJECT TO CHANGE PER REQUIRED STORM WATER POLLUTION PREVENTION PLAN (SWPPP), TO BE PROVIDED BY CONTRACTOR.

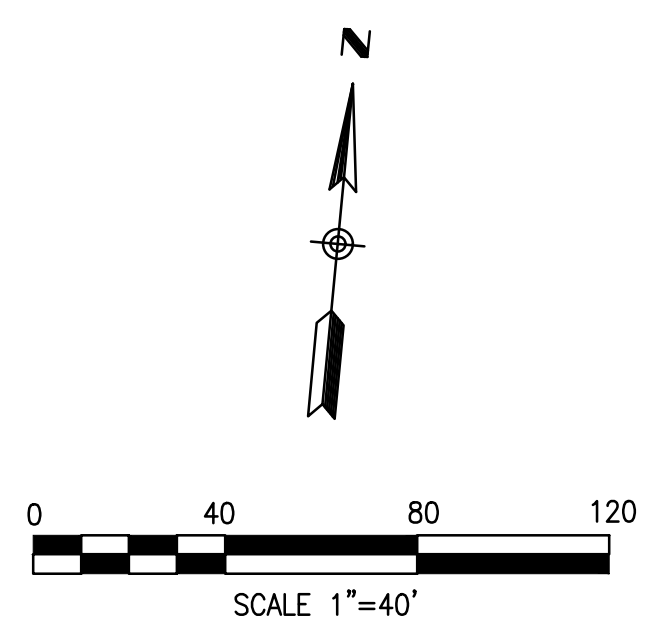
WATER POLLUTION CONTROL NOTES:

- ① FIBER ROLL PER DETAIL 2, SHEET 21
- ② STORM DRAIN INLET PROTECTION PER DETAIL 4, SHEET 21
- ③ CATCH BASIN PROTECTION PER DETAIL 5, SHEET 21
- ④ GRAVEL CHECK DAM – BIOFILTRATION BASIN/RAIN GARDEN PER DETAIL 6, SHEET 21
- ⑤ GRAVEL CHECK DAM – STREET PER DETAIL 3, SHEET 21
- ⑥ CONSTRUCTION ENTRANCE PER DETAIL 1, SHEET 21
- ⑦ TEMPORARY CONSTRUCTION WASHOUT
- ⑧ APPLY TEMPORARY HYDRAULIC MULCH TO BIOFILTRATION BASIN/RAIN GARDEN AFTER PLACEMENT OF GRAVEL AND FILTRATION SOIL

C-18

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
WATER POLLUTION AND EROSION CONTROL PLAN
STA 80+00 TO STA 94+18.06**

CITY OF SAN DIEGO, CALIFORNIA PUBLIC WORKS DEPARTMENT SHEET 20 OF 29 SHEETS		WBS S-11060
APPROVED FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE 7/23/19 C 45836 RCE #	SUBMITTED BY BRAD JOHNSON PROJECT MANAGER CHECKED BY AMY MILLS PROJECT ENGINEER
DESCRIPTION	BY	APPROVED
ORIGINAL	AECOM	7/23/2019
ADDENDUM B	AECOM	10/3/19
CONTRACTOR		DATE STARTED
INSPECTOR		DATE COMPLETED
6340407-1778444 CCS27 COORDINATE CCS83 COORDINATE		37414-20-D



PLAN
1"=40'

CONSULTANT

TRANSPORTATION **AECOM**

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T 619-610-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 59560
Exp. 12/31/19

CIVIL

7/23/2019

REDUCED HYDRAULIC MULCH AREA

ADDENDUM B

WATER POLLUTION AND EROSION CONTROL PLAN

City of San Diego

CITY CONTACT: Antoinette Sanfilippo, Contract Specialist, Email: ASanfilippo@sandiego.gov
Phone No. (619) 533-3439

ADDENDUM C



FOR

OTAY MESA TRUCK ROUTE PHASE IV

BID NO.: K-20-1717-DBB-3
SAP NO. (WBS/IO/CC): S-11060
CLIENT DEPARTMENT: 2116
COUNCIL DISTRICT: 8
PROJECT TYPE: ID
FEDERAL AID PROJECT NO.: HPLUL5004(187)

BID DUE DATE:

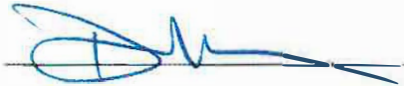
**2:00 PM
OCTOBER 29, 2019**

CITY OF SAN DIEGO'S ELECTRONIC BIDDING SITE, PLANETBIDS

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

ENGINEER OF WORK

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



1) Registered Engineer

10/15/19

Date

Seal:



2) For City Engineer

10/15/19

Date

Seal:



A. CHANGES TO CONTRACT DOCUMENTS

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

THE SUBMITTAL DATE FOR THIS PROJECT HAS BEEN **EXTENDED AS STATED ON THE COVER PAGE.**

B. BIDDER'S QUESTIONS

- Q1. There is no bid item for Concrete Barrier per SDRSD / Caltrans B11-57, approximately 2,200 LF shown on plans. How is this to be paid
- A1. Concrete Barrier Type 742 per CSP B111-57 will be added to the Bid List. Please see revised sheet 37414-3-D, Special Provision 303-1.11 and Bid List, as provided in this Addendum.
- Q2. Staging plans show K-Rail sitting exactly at the edge of each PCC paving section. There is no room for finishers/equipment to pave these sections with the K-Rail sitting where it currently is shown. Contractor will need a minimum of 1' of clearance on both sides of the new pavement section.
- A2. Contractor to utilize methods that work with current plan.
- Q3. The staging does not provide room to keep the concrete paver in place before or after pouring. Contractor will need staging locations at the beginning and end of the job so we can walk our paver in and out of position each shift. Can the City clarify where these locations are?
- A3. The City has identified a staging area on Drucker Lane. If a Contractor wants an additional staging area in a non-environmentally sensitive location, it is their responsibility to obtain the staging area.
- Q4. Section 300-2.1 states that: Excavations adjacent to and within 6' horizontally of a roadway shall not exceed 24" elevation difference when adjacent roadway is open to traffic. Excavations adjacent to and within 6' horizontally of a roadway must be backfilled and compacted per specifications to within 24" vertically from the adjacent roadway prior to the time the adjacent roadway is opened to traffic. No mention of "except when protected by K-Rail" – Can the city please clarify this issue?

- A4. This section is correct as written. K-Rail does not relieve this requirement. It is a roadway structural issue. The road cannot have traffic flow without this condition being met.
- Q5. Structural section/excavation is 66" depth – shoring per OSHA required?
- A5. Contractor is responsible to comply with OSHA regulations when required.

C. ADDENDUM

1. To Addendum B, Section E, Notice Inviting Bids, Item 1, 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 **\$8,440,000**.

D. ATTACHMENTS

1. To Attachment A, Scope of Work, Section 1, page 26, **DELETE** in its entirety and **SUBSTITUTE** with the following:
1. **SCOPE OF WORK:** Otay Truck Route Phase IV provides for the construction of an additional travel lane to the existing truck route for the truck traffic entering the Otay Mesa Border Crossing POE and to provide a travel lane for Border Patrol and emergency vehicles. The project limit begins at La Media Road and ends at Drucker Lane. The Project proposes replacing existing roadway pavement and subgrade. K-rails are also added to maintain the lane assignments. The project also proposes improvements such as new storm drains and green infrastructure along Otay Truck Route.

The following items of work need to be completed within three months (63 Working Days) of NTP for Stage 1: clearing and grubbing, remove and replace subgrade, install retaining wall and concrete barrier with crash cushions, salvage and reinstall fences, install new fence with slats, relocate parking lot lights, install parking lot curb and striping, install Jointed Plain Concrete Pavement with aggregate base and asphalt treated permeable base, install biofiltration basin, install decomposed granite, and

construct curb and gutter on the north side of the Otay Truck Route and install and relocate k-rail and crash cushions to Stage 2 configuration.

1.1. The Work shall be performed in accordance with:

1.1.1. The Notice Inviting Bids and Plans numbered **37414-01-D** through **37414-29-D**, and Traffic Control Plans, **37414-T1-D** through **37414-T4-D**, inclusive.

E. SUPPLEMENTATRY SPECIAL PROVISIONS

1. To Section 303, Concrete and Masonry Construction, Sub-item 303-1.11, page 182, Payment, **DELETE** in its entirety and **SUBSTITUTE** with the following:

303-1.11 Payment. To the "GREENBOOK", ADD the following:

The contract bid price for "Concrete Barrier (Type 742)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, minor grading, including concrete, grout, mortar, reinforcement, anti-graffiti coating, and all other work necessary to complete in place, as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer.

F. 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
Main Bid	237310	Install Crash Cushion (Absorb 350 or Equivalent)	EA	$\frac{9}{6}$	601-6
<u>Main Bid</u>	<u>237310</u>	<u>Concrete Barrier (Type 742)</u>	<u>LF</u>	<u>2091</u>	<u>303-1.11</u>

G. PLANS

1. To Drawing Numbers **37414-01-D, 37414-03-D, 37414-04-D, 37414-06-D,** and **37414-08-D, DELETE** in their entirety and **REPLACE** with pages 7 through 11 of this Addendum.

James Nagelvoort, Director
Public Works Department

Dated: *October 16, 2019*
San Diego, California

JN/AJ/mlw

CONTRACTOR'S RESPONSIBILITIES

- PURSUANT TO SECTION 4216 OF THE CALIFORNIA 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) 6.19
HYDROLOGIC UNIT / WATERSHED TUJANA RIVER
HYDROLOGIC SUBAREA NAME & NO. (WATER TANKS HSA) 911.12
- THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE
 WPCP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100
 SWPPP
THE PROJECT IS SUBJECT TO MUNICIPAL STORM WATER PERMIT NO. R9-2013-0001 AS AMENDED BY R9-2015-001 AND R9-2015-0100 AND CONSTRUCTION GENERAL PERMIT ORDER 2009-0009-DWQ AS AMENDED BY ORDER 2010-0014-DWQ AND 2012-0006-DWQ
TRADITIONAL; RISK LEVEL 1 2 3
LUP; RISK TYPE 1 2 3
- CONSTRUCTION SITE PRIORITY
 ASBS HIGH MEDIUM LOW

ABBREVIATIONS

ABAND	ABANDON	PL, P	PROPERTY LINE
ABAND'D	ABANDONED	PROP	PROPOSED
BTWN	BETWEEN	PVC	POLYVINYL CHLORIDE
CATV	CABLE TV	RCB	REINFORCED CONCRETE BOX
CSDSD	CITY OF SAN DIEGO	RCP	REINFORCED CONCRETE PIPE
	STANDARD DRAWING	RET	RETAINING
CSP	CALTRANS STANDARD PLANS	RSP	REVISED STANDARD PLAN
C	CENTER LINE	RT	RIGHT
CONC	CONCRETE	SD	STORM DRAIN
COND	CONDUIT	SDRSD	SAN DIEGO REGIONAL STANDARD DRAWING
EL, ELEV	ELEVATION	S	SURVEY LINE
ELEC	ELECTRIC	SWR	SEWER
EOG	EDGE OF GUTTER	TEL	TELEPHONE
EX, EXIST	EXISTING	TOC	TOP OF CURB
ETW	EDGE TRAVELLED WAY	TOF	TOP OF FOOTING
FG	FINISH GRADE	TW	TOP OF WALL
HP	HIGH PRESSURE	UNK	UNKNOWN
MH	MANHOLE		
OG	ORIGINAL GROUND		
PERF	PERFORATED		

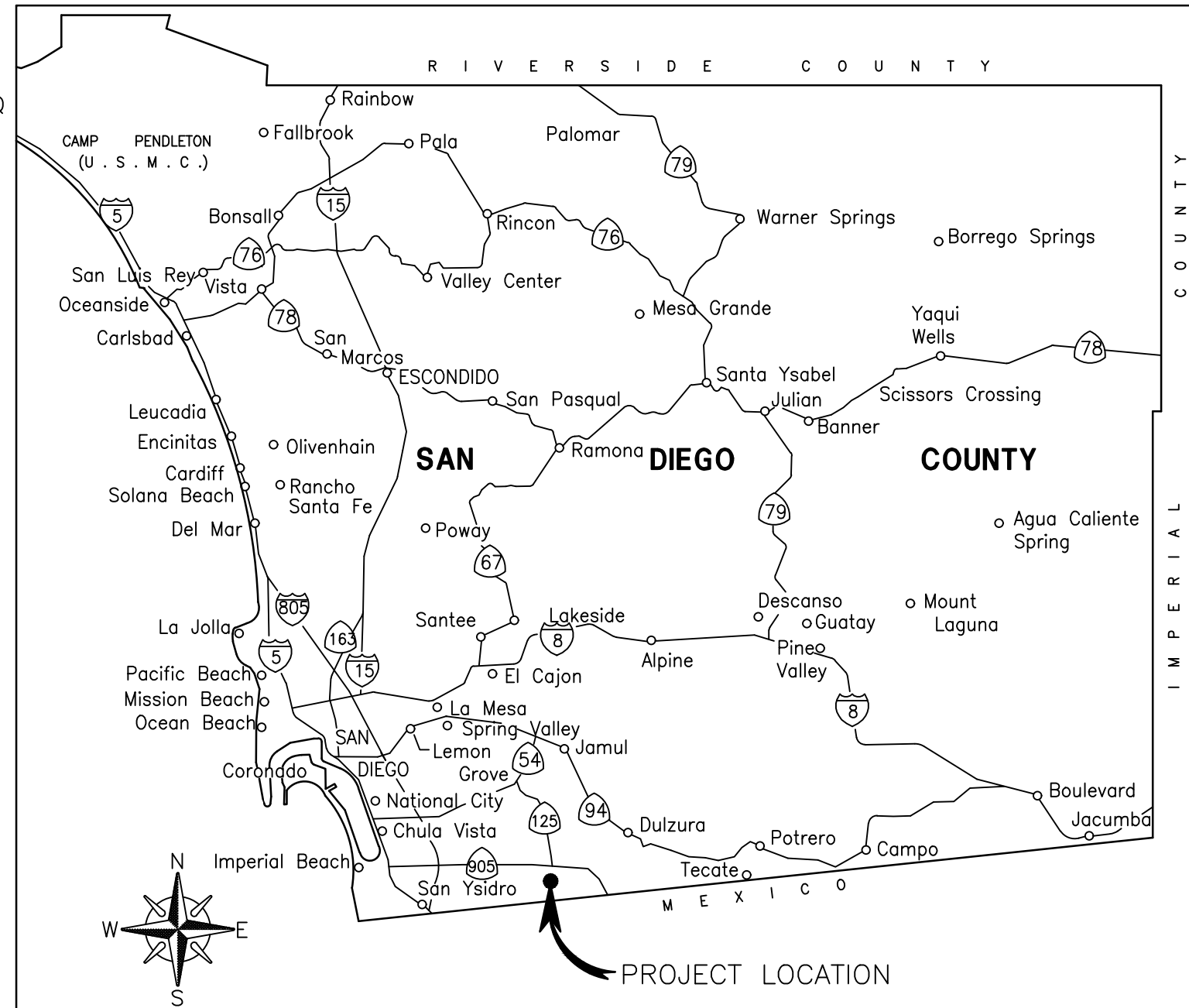
FIELD DATA

BENCHMARK: NWBP OTAY CENTER DR. & CUSTOM HOUSE PLAZA
ELEV.=514.19
BASIS OF BEARINGS / COORDINATES:
THE BASIS OF BEARINGS FOR THIS PROJECT WAS DERIVED FROM A PREVIOUS STATIC GPS SURVEY USING ROS 14492 NAD 83 FEET, ZONE 6 (EPOCH 91.35), UTILIZING RTK/GPS FIELD PROCEDURES WITH CALVRS BASE STATION LOCATED AT OMR AND CONSTRAINING TO GPS I& GPS 209 IE: S72°44'30"E.
DATUM: MEAN SEA LEVEL PER FARNSWORTH SURVEY REFERENCED BELOW
REFERENCES: FARNSWORTH WO 177850, 138-1773, 10/30/02 C. DOWLING WO 526821, 140-1785, 3/10/05
MAP: 1936, 10124, 11612, 12308, 12488, 12659, 12707, 15466, 15548
ROS: 3935, 15289, 15618, 16826, 17171, 17617
DWG: 15046-U, 1710-B, 17143-B, 18253-B, 19977-B, 20345-B, 20687-B, 23573-D, 23745-D, 23746-D, 27284-D

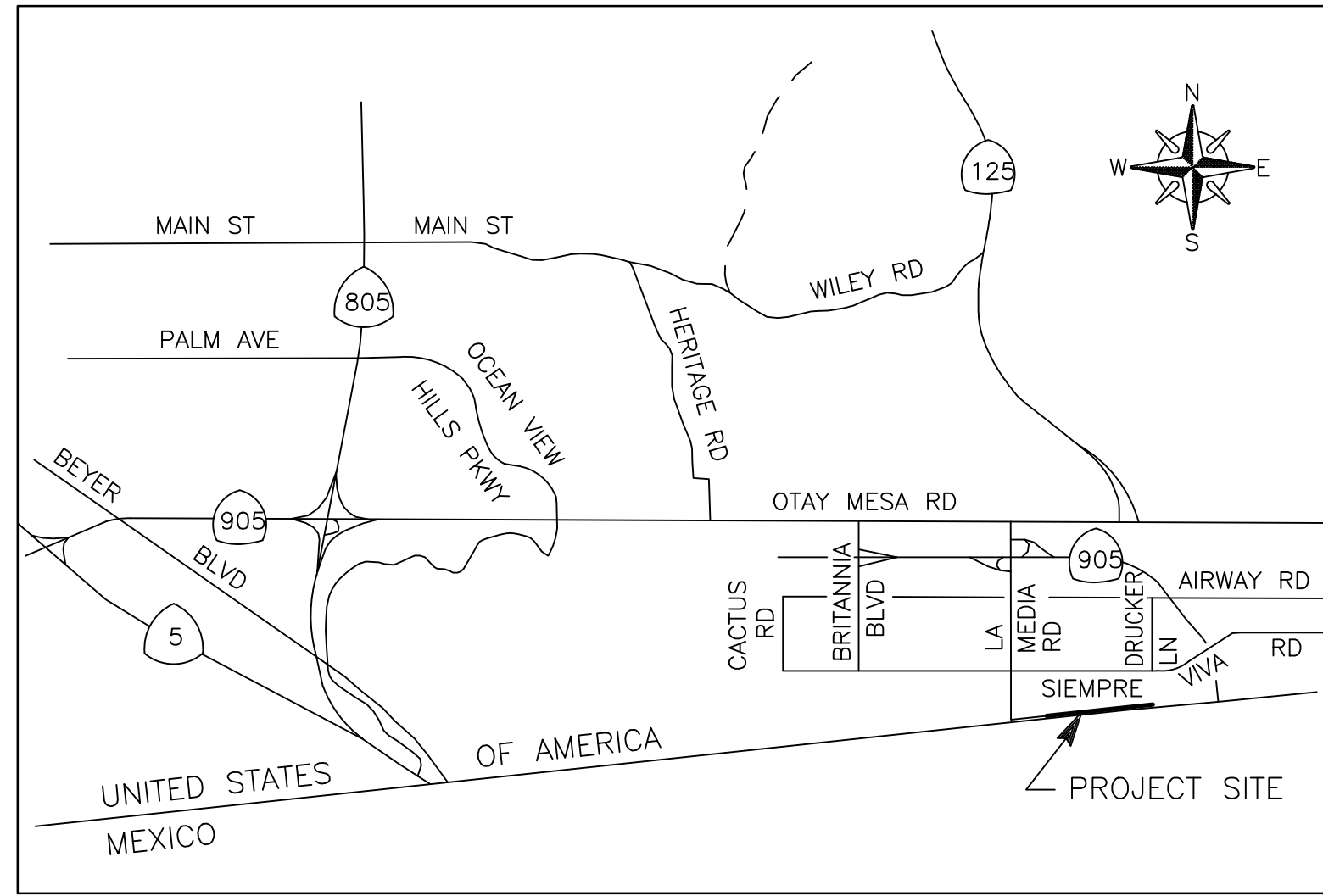
I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT AND THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS. I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF SAN DIEGO IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

DOMENIC J. LUPO, R.C.E. 59560, EXP 12/31/19 DATE

PLANS FOR THE IMPROVEMENT OF OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN FEDERAL-AID PROJECT ID: HPLUL 5004(187)



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

EXISTING STRUCTURES

- EX FIRE HYDRANT
- EX STREET LIGHT
- EX TRAFFIC SIGNAL
- EX ELEC MANHOLE
- EX ELEC RISER
- EX CONC BARRIER
- EX FENCE
- EX SECONDARY BORDER FENCE
- EX SD MANHOLE
- EX RCP (SIZES SHOWN ON PLANS)
- EX PROPERTY LINE
- EX ELECTRICAL CONDUIT
- EX GROUND LINE (PROFILE)
- EX SURVEY MONUMENT

REFERENCE:

PLAN	DWG. NO.	WO. NO.
OTAY MESA TRUCK ROUTE	30262-D	526820
OTAY MESA TRUCK ROUTE PHASE 3	32555-D	526821
SIEMPRE VIVA ROAD	30195-D	991009
KERNS STREET	30198-D	991011

WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS OF THE CITY OF SAN DIEGO.

LEGEND

IMPROVEMENTS	STANDARD DRAWINGS	SYMBOL
MEDIAN CURB	SDG-154, TYPE B-1	=====
CURB AND GUTTER	SDG-151, TYPE G	=====
RETAINING WALL WITH CONCRETE BARRIER	CSP RSP B3-4A, TYPE 5 (CASE 1), CSP B11-57 (TYPE 742)	=====
K-RAIL	CSP A63A	=====
CRASH CUSHION	ABSORB 350 OR APP'D EQUAL	=====
DAYLIGHT LINE		=====
PROPOSED FENCE	SDM-112	=====
CATCH BASIN TYPE 'F'	SDD-114, SDD-119, M-1	=====
CATCH BASIN TYPE 'I'	D-13, D-15, D-29	=====
TYPE 'A' & 'B' C.O.	D-9, D-10, SDD-114	=====
8" PERFORATED PVC PIPE		=====
STORM DRAIN	SDD-110, D-61	=====
ROADWAY	CSP P-1	=====
CURB CUT INLET		=====
RAIN GARDEN		=====
CONCRETE BERM AND RIPRAP		=====
CONSTRUCTION LAYDOWN AREA		=====
PROPOSED PROPERTY LINE		=====
LIMITS OF WORK / ESA FENCE		=====
FIRE HYDRANT		=====
CHAINLINK FENCE (WITHOUT VINYL COATING)		=====
SURVEY MONUMENT	M-10, M-10A, M-10B	=====

MONUMENTATION/SURVEY NOTES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION. A LICENSED LAND SURVEYOR OR LICENSED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF CALIFORNIA SHALL FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR ANY EARTHWORK, DEMOLITION OR SURFACE IMPROVEMENTS. IF DESTROYED, A LICENSED LAND SURVEYOR SHALL REPLACE SUCH MONUMENT(S) WITH APPROPRIATE MONUMENTS. WHEN SETTING SURVEY MONUMENTS USED FOR RE-ESTABLISHMENT OF THE DISTURBED CONTROLLING SURVEY MONUMENTS AS REQUIRED BY SECTIONS 6730.2 AND 8771 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA, A CORNER RECORD OR RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR CIVIL ENGINEER AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT (BUSINESS AND PROFESSIONS CODE SECTION 8771). IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF SAN DIEGO FIELD SURVEY SECTION SHALL BE NOTIFIED IN WRITING AT LEAST 7 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPLACING AND VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION.

SHEET INDEX

SEE SHEET 37414-02-D

DISCIPLINE CODE

- G GENERAL
- S STRUCTURAL
- C CIVIL
- E ELECTRICAL
- T TRAFFIC CONTROL
- L LANDSCAPE

STREET CLASSIFICATION

STREET NAME: OTAY TRUCK ROUTE
STREET CLASSIFICATION: TRUCK ROUTE, ADT=1,590

CONSULTANT

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
COVER SHEET

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 01 OF 29 SHEETS

WBS S-11060

APPROVED FOR CITY ENGINEER: BRAD JOHNSON, DATE: 7/23/19, RCE# C 45836

SUBMITTED BY: BRAD JOHNSON, PROJECT MANAGER, CHECKED BY: AMY MILLS, PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AECOM			
ADDENDUM B	AECOM	Brad Johnson	10/11/19	
ADDENDUM C	AECOM	Brad Johnson	10/10/19	

CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

37414-01-D

CONSTRUCTION CHANGE / ADDENDUM

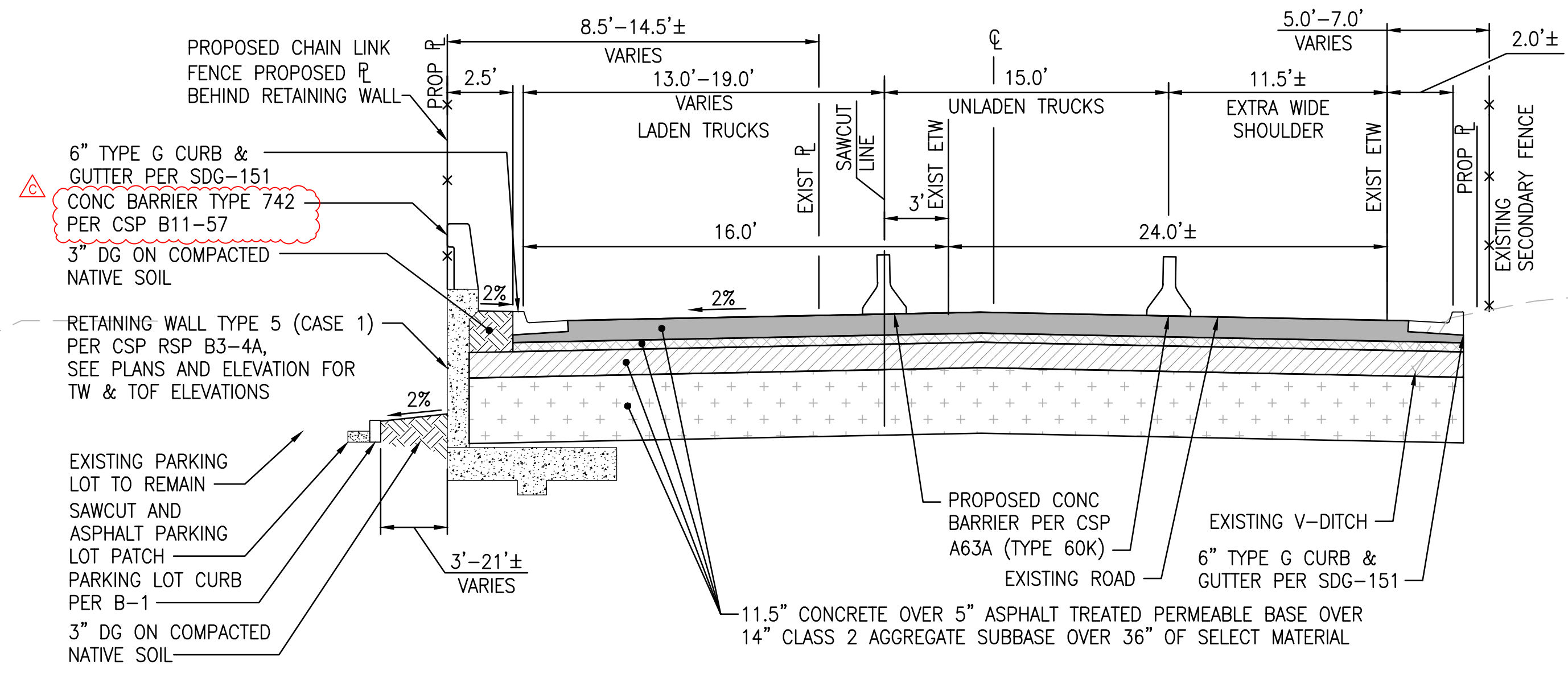
CHANGE	DATE	AFFECTED OR ADDED SHEET NUMBERS	APPROVAL NO.
	10/11/19	G-1, C-1, C-3, C-4, C-13, C-18	
	10/10/19	G-1, C-1, C-2, C-4, C-6	

WARNING

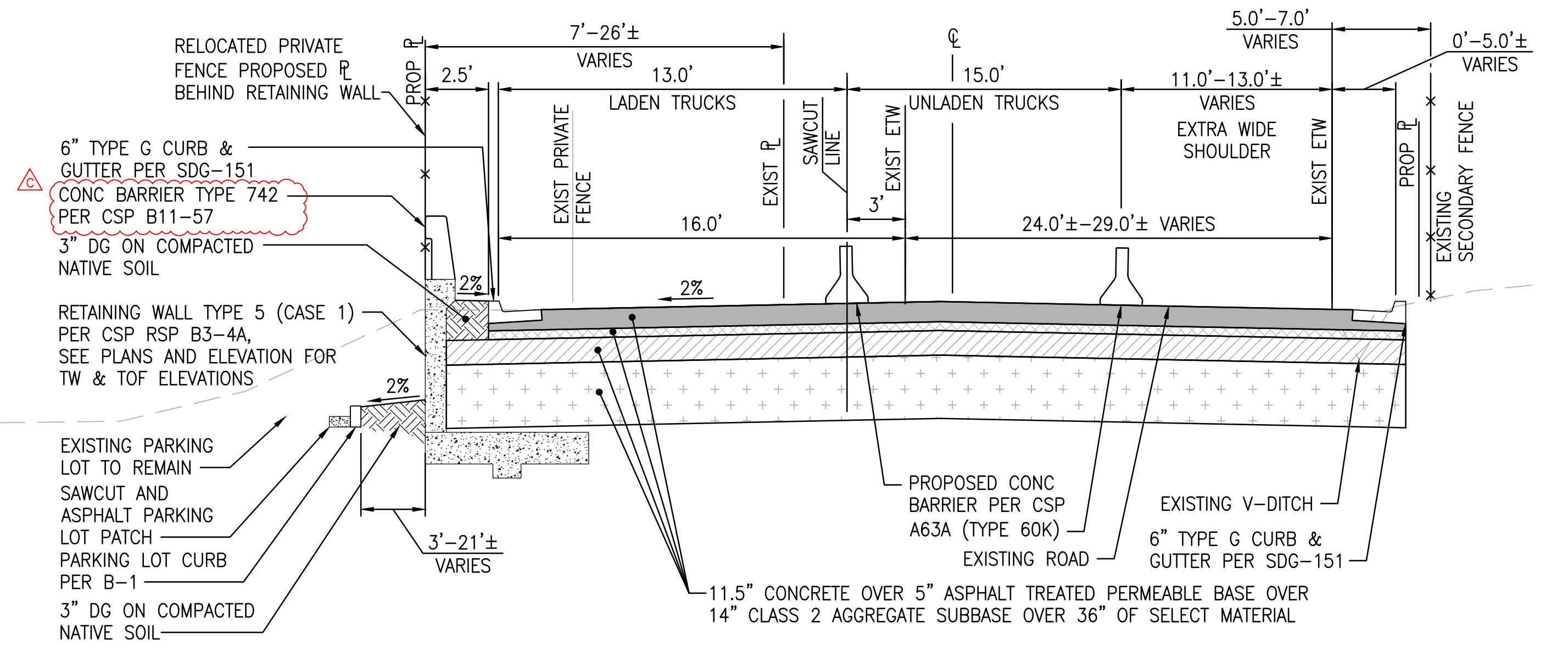
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

The City of SAN DIEGO Transportation and Storm Water

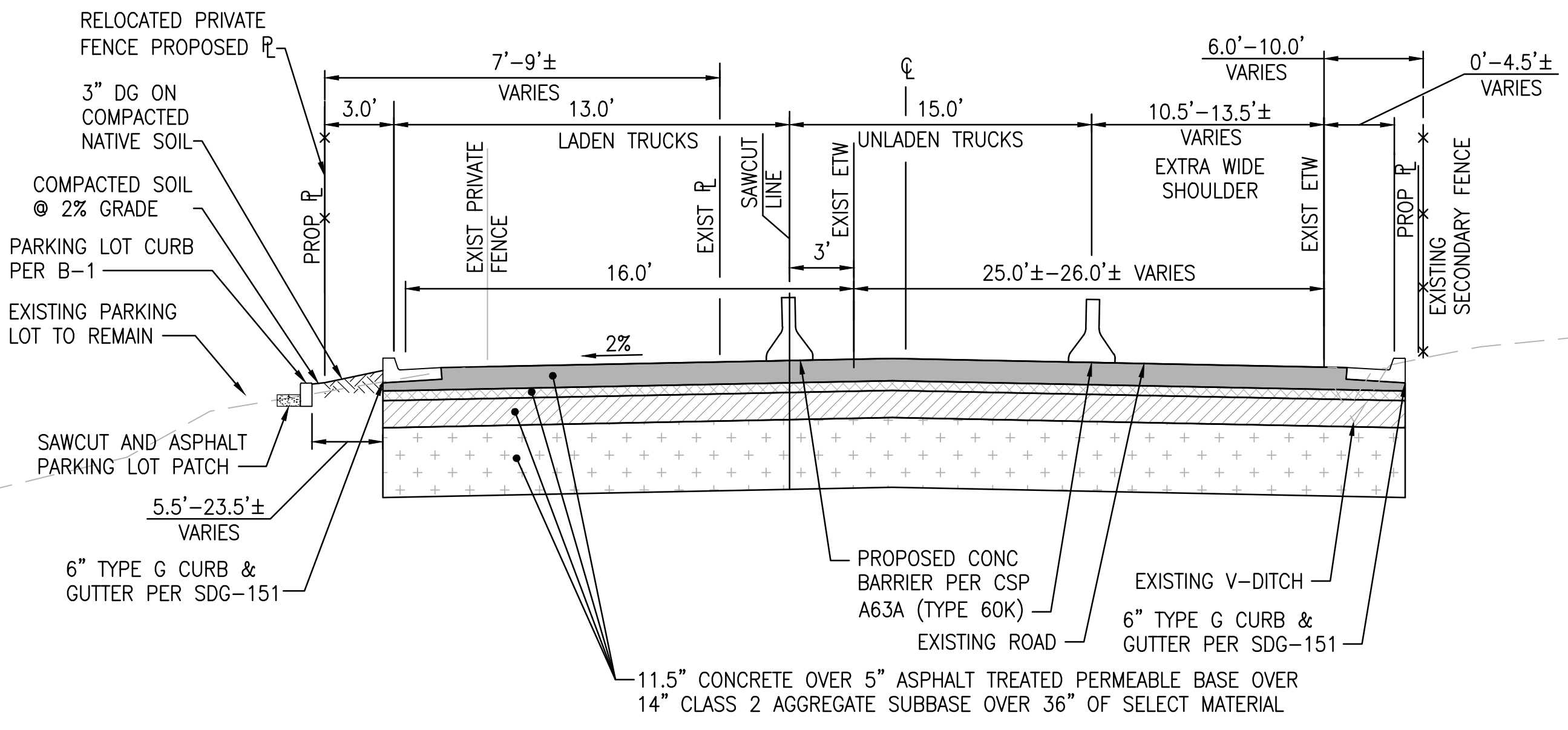
COVER SHEET PLANS FOR THE IMPROVEMENT OF OTAY TRUCK ROUTE PHASE IV LA MEDIA RD TO DRUCKER LN



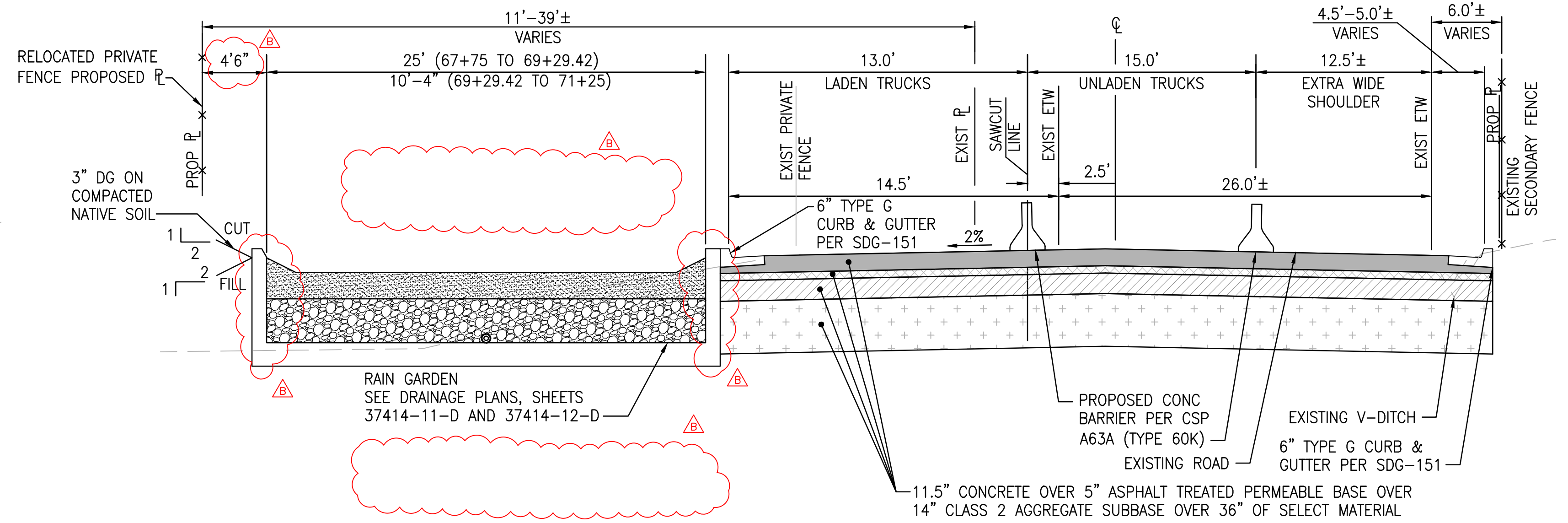
OTAY TRUCK ROUTE PHASE IV - STA 55+49.30 TO 55+89.38,
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 55+89.39 TO 62+84,
71+25 TO 83+17, & 91+80 TO 93+44
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 62+84 TO 67+75,
83+17.08 TO 91+80 & 93+44 TO 94+05.76
NOT TO SCALE



OTAY TRUCK ROUTE PHASE IV - STA 67+75 TO 71+25
NOT TO SCALE

CROSS SECTIONS

C-1

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
CROSS SECTIONS

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 03 OF 29 SHEETS

WBS S-11060

APPROVED BY: <i>Brad Johnson</i>	DATE: 7/23/19	SUBMITTED BY: BRAD JOHNSON			
FOR CITY ENGINEER: BRAD JOHNSON	DATE: 04/28/19	PROJECT MANAGER: AMY MILLS			
PRINT DCE NAME: RCE #		CHECKED BY: AMY MILLS			
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	AECOM				138-1779
ADDENDUM B	AECOM	<i>Brad Johnson</i>	10/1/19		CCS27 COORDINATE
ADDENDUM C	AECOM	<i>Brad Johnson</i>	10/10/19		6340407-1778444 CCS83 COORDINATE
CONTRACTOR		DATE STARTED			
INSPECTOR		DATE COMPLETED			37414-03-D

CONSULTANT

TRANSPORTATION

AECOM

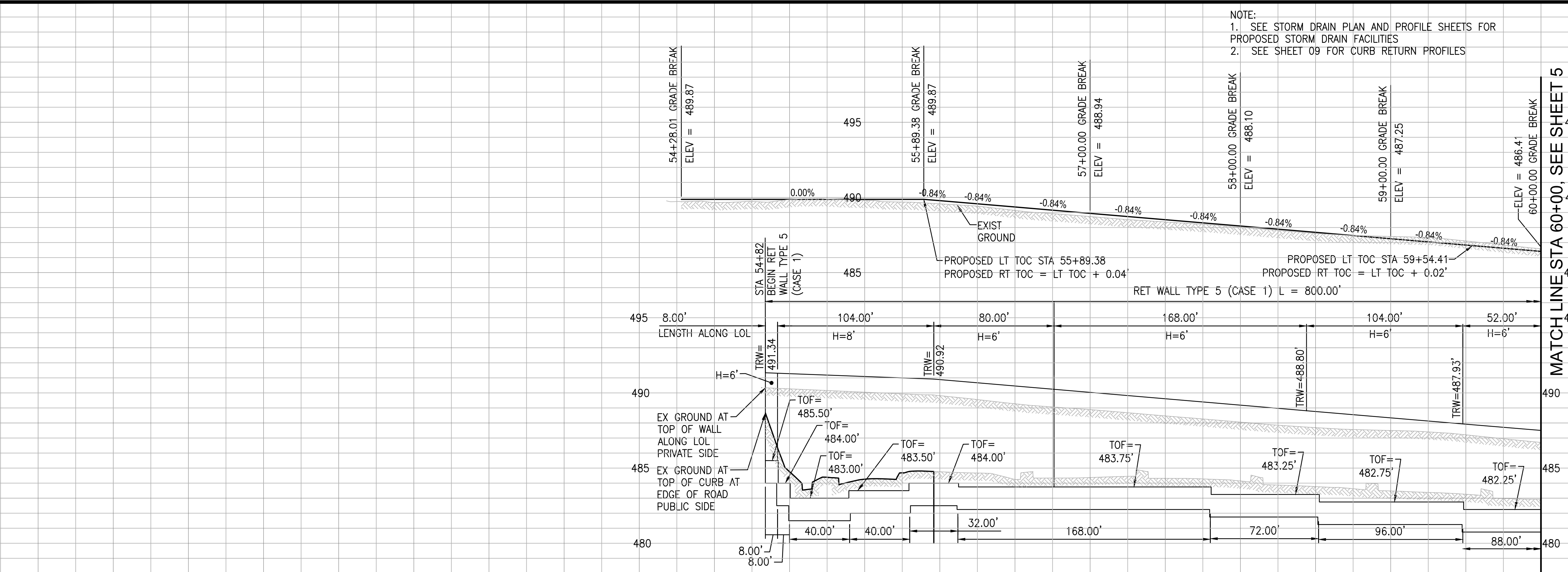
1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T 619-510-7600
www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER
DOMENIC J. LUPO
No. 59560
Exp. 12/31/19
CIVIL
7/23/19

GRAVITY RETAINING WALL REMOVED
SDRS RSP CHANGED TO CSP

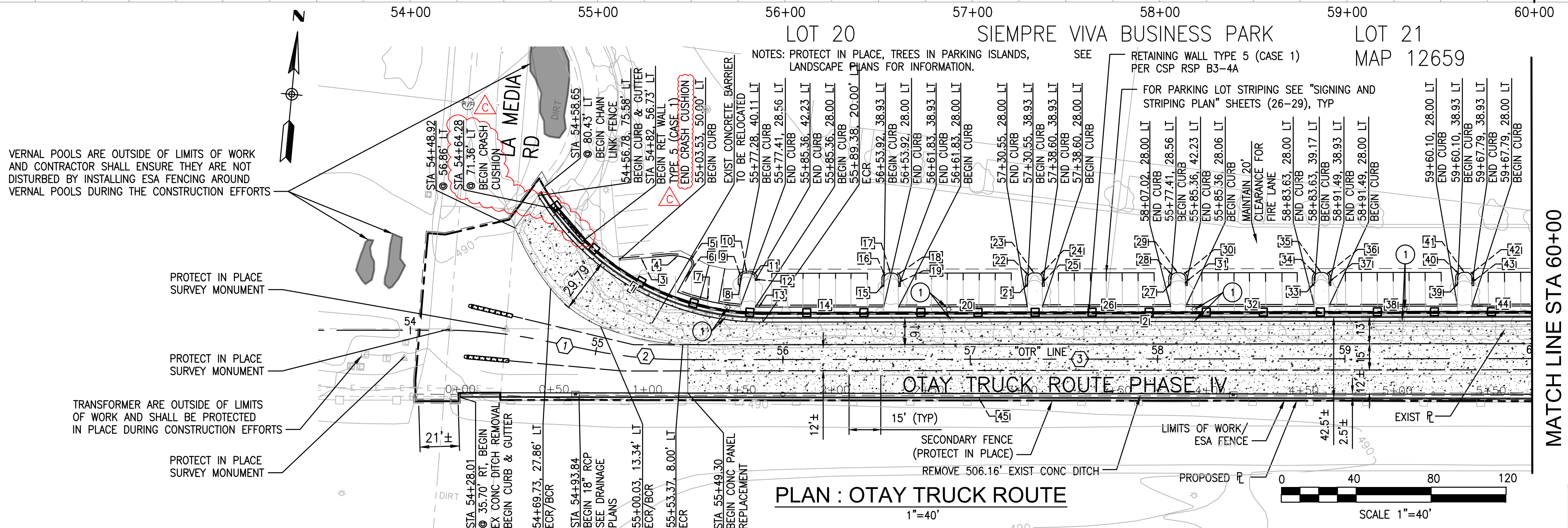
ADDENDUM C



NOTE:
 1. SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES
 2. SEE SHEET 09 FOR CURB RETURN PROFILES

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	S83°57'51"E		30.03'	
2	11°30'28"	246.00	49.41'	
3	N84°31'42"E		452.51'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	59°12'36"	138.00	142.61'	6" CURB PER SDG-151, TYPE G
2	N84°31'42"E		410.45'	6" CURB PER SDG-151, TYPE G
3	N79°23'36"E		25.67'	6" CURB PER SDG-154, TYPE B-1
4	26°46'59"	25.00	11.69	6" CURB PER SDG-154, TYPE B-1
5	96°57'18"	3.00	5.08	6" CURB PER SDG-154, TYPE B-1
6	S23°07'54"W		15.31'	6" CURB PER SDG-154, TYPE B-1
7	14°58'14"	132.00	34.49'	6" CURB PER SDG-154, TYPE B-1
8	S6°07'27"E		3.09'	6" CURB PER SDG-154, TYPE B-1
9	90°42'14"	3.00	4.75'	6" CURB PER SDG-154, TYPE B-1
10	S84°34'47"W		2.28'	6" CURB PER SDG-154, TYPE B-1
11	86°33'26"	3.00	4.53'	6" CURB PER SDG-154, TYPE B-1
12	N5°28'18"W		0.98'	6" CURB PER SDG-154, TYPE B-1
13	1°44'53"	132.00	4.03'	6" CURB PER SDG-154, TYPE B-1
14	N84°31'42"E		64.54'	6" CURB PER SDG-154, TYPE B-1
15	N5°28'18"W		4.07'	6" CURB PER SDG-154, TYPE B-1
16	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
17	N84°31'42"E		1.91'	6" CURB PER SDG-154, TYPE B-1
18	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
19	S5°28'18"E		4.07'	6" CURB PER SDG-154, TYPE B-1
20	N84°31'42"E		68.72'	6" CURB PER SDG-154, TYPE B-1
21	N5°28'18"W		4.07'	6" CURB PER SDG-154, TYPE B-1
22	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
23	N84°31'42"E		2.05'	6" CURB PER SDG-154, TYPE B-1
24	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
25	S5°28'18"E		4.07'	6" CURB PER SDG-154, TYPE B-1
26	N84°31'42"E		68.42'	6" CURB PER SDG-154, TYPE B-1
27	N5°28'18"W		3.83'	6" CURB PER SDG-154, TYPE B-1
28	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
29	N84°31'42"E		1.94'	6" CURB PER SDG-154, TYPE B-1
30	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
31	S5°28'18"E		3.83'	6" CURB PER SDG-154, TYPE B-1



VERNAL POOLS ARE OUTSIDE OF LIMITS OF WORK AND CONTRACTOR SHALL ENSURE THEY ARE NOT DISTURBED BY INSTALLING ESA FENCING AROUND VERNAL POOLS DURING THE CONSTRUCTION EFFORTS

PROTECT IN PLACE SURVEY MONUMENT

PROTECT IN PLACE SURVEY MONUMENT

TRANSFORMER ARE OUTSIDE OF LIMITS OF WORK AND SHALL BE PROTECTED IN PLACE DURING CONSTRUCTION EFFORTS

PROTECT IN PLACE SURVEY MONUMENT

PLAN : OTAY TRUCK ROUTE

1"=40'

SCALE 1"=40'

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
32	N84°31'42"E		68.67'	6" CURB PER SDG-154, TYPE B-1
33	N5°28'18"W		3.83'	6" CURB PER SDG-154, TYPE B-1
34	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
35	N84°31'42"E		1.87'	6" CURB PER SDG-154, TYPE B-1
36	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
37	S5°28'18"E		3.83'	6" CURB PER SDG-154, TYPE B-1
38	N84°31'42"E		68.61'	6" CURB PER SDG-154, TYPE B-1

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
39	N5°28'18"W		4.08'	6" CURB PER SDG-154, TYPE B-1
40	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
41	N84°31'42"E		1.70'	6" CURB PER SDG-154, TYPE B-1
42	90°00'00"	3.00	4.71'	6" CURB PER SDG-154, TYPE B-1
43	S5°28'18"E		4.08'	6" CURB PER SDG-154, TYPE B-1
44	N84°31'42"E		32.06'	6" CURB PER SDG-154, TYPE B-1
45	N84°41'41"E		571.86'	6" CURB PER SDG-151, TYPE G

NOTE:
 1. EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 2. SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

CONSTRUCTION NOTES:

- ① RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

CONSULTANT

TRANSPORTATION

AECOM

1 COLUMBIA PLACE
 401 WEST A STREET
 SAN DIEGO, CA 92101
 T +1-619-610-7600
 www.aecom.com

ALL UNITS IN FEET UNLESS OTHERWISE INDICATED

REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 59560
 Exp. 12/31/19

CIVIL

7/23/19

**OTAY TRUCK ROUTE PHASE IV
 LA MEDIA RD TO DRUCKER LN
 PLAN AND PROFILE
 STA 54+00 TO STA 60+00**

CITY OF SAN DIEGO, CALIFORNIA
 PUBLIC WORKS DEPARTMENT
 SHEET 04 OF 29 SHEETS

WBS S-11060

APPROVED: *Brad Johnson* 7/23/19
 FOR CITY ENGINEER
 BRAD JOHNSON
 PRINT DCE NAME C 45836
 RCE #

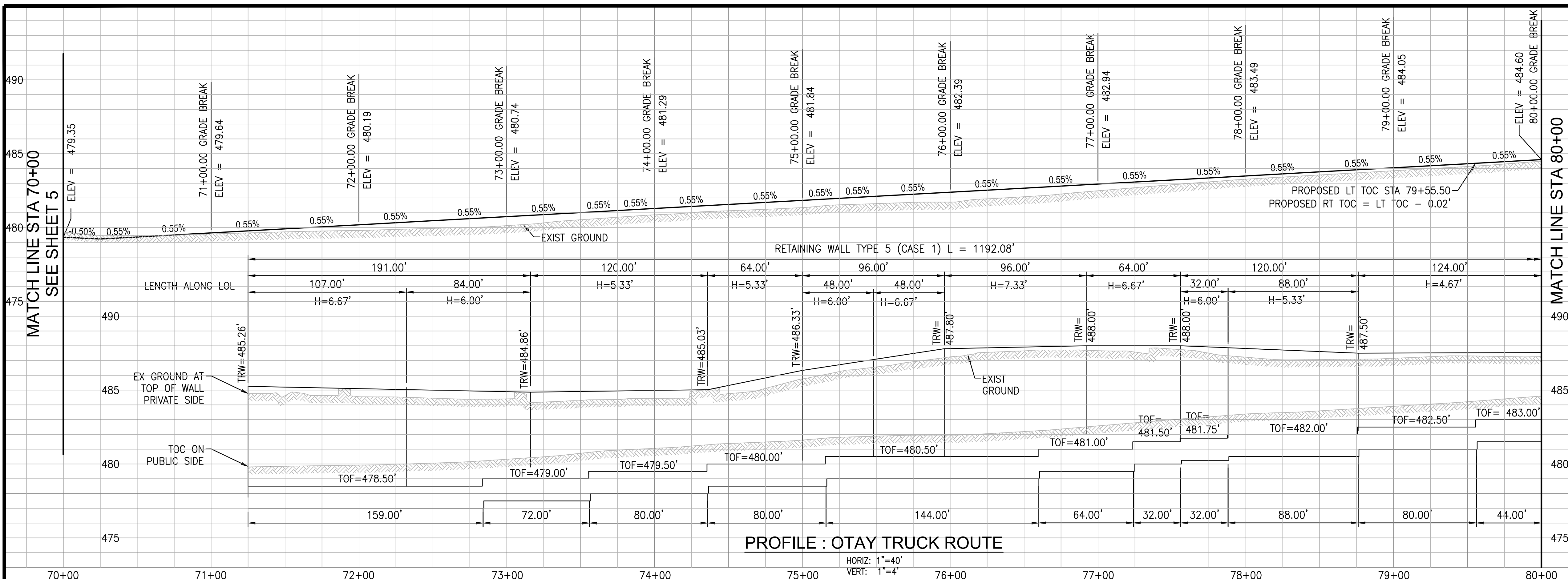
SUBMITTED BY: BRAD JOHNSON
 PROJECT MANAGER
 CHECKED BY: AMY MILLS
 PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AECOM			
ADDENDUM C	AECOM	<i>Brad Johnson</i>	10/10/19	

138-1779
 CCS27 COORDINATE
 6340407-1778444
 CCS83 COORDINATE

CONTRACTOR: _____ DATE STARTED: _____
 INSPECTOR: _____ DATE COMPLETED: _____

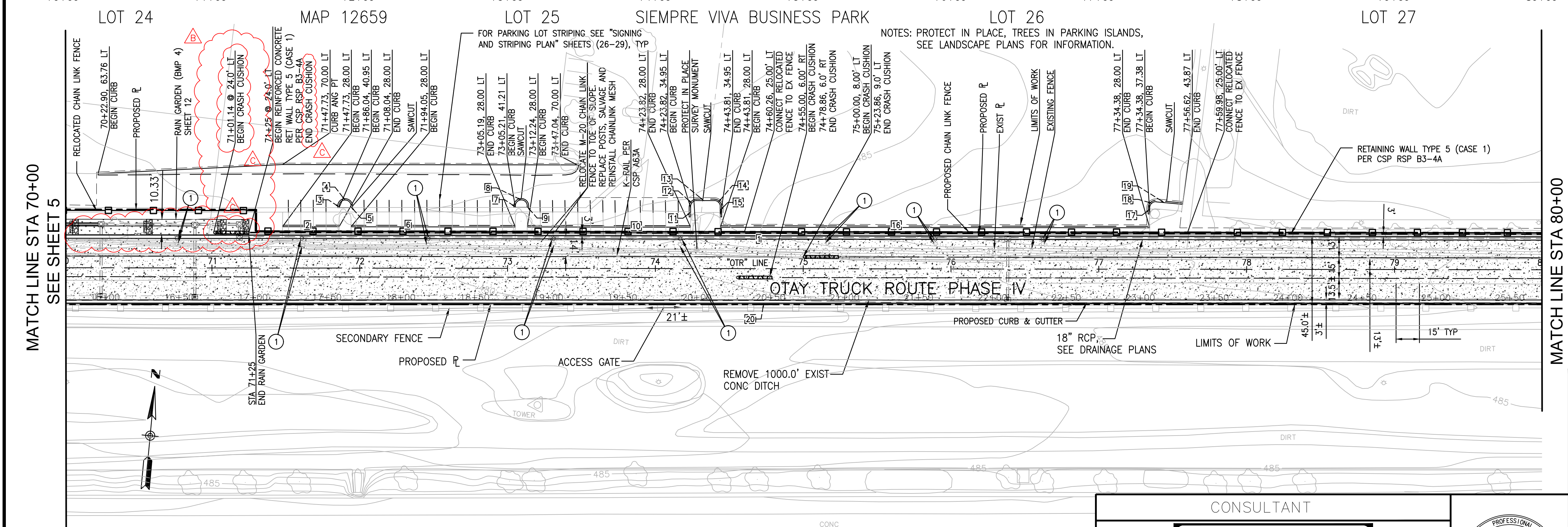
37414-04-D



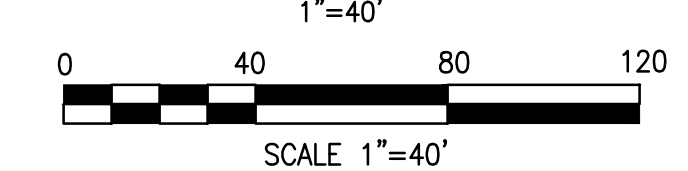
PROFILE : OTAY TRUCK ROUTE

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		1000.00'	6" CURB PER SDG-151, TYPE G
2	N84°44'29"E		38.30'	6" CURB PER SDG-154, TYPE B-1
3	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
4	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
5	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
6	N84°43'42"E		111.15'	6" CURB PER SDG-154, TYPE B-1
7	S5°25'18"E		1.05'	6" CURB PER SDG-154, TYPE B-1
8	179°59'58"	4.00'	12.57'	6" CURB PER SDG-154, TYPE B-1
9	N5°25'18"W		1.03'	6" CURB PER SDG-154, TYPE B-1
10	N84°44'29"E		110.58'	6" CURB PER SDG-154, TYPE B-1
11	N5°15'31"W		7.05'	6" CURB PER SDG-154, TYPE B-1
12	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
13	N84°44'29"E		11.99'	6" CURB PER SDG-154, TYPE B-1
14	90°00'00"	4.00'	6.28'	6" CURB PER SDG-154, TYPE B-1
15	S5°15'31"E		7.05'	6" CURB PER SDG-154, TYPE B-1
16	N84°44'29"E		290.58'	6" CURB PER SDG-154, TYPE B-1
17	N5°15'31"W		4.23'	6" CURB PER SDG-154, TYPE B-1
18	95°27'26"	4.00'	6.66'	6" CURB PER SDG-154, TYPE B-1
19	S89°48'05"E		17.87'	6" CURB PER SDG-154, TYPE B-1
20	N84°39'57"E		1000.00'	6" CURB PER SDG-154, TYPE G



PLAN : OTAY TRUCK ROUTE



- CONSTRUCTION NOTES:**
- ① RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.

NOTE:

- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
- FOR CURB OPENING LOCATIONS IN BIOFILTRATION BASIN/RAIN GARDEN, SEE SHEET 12
- SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES

REFERENCE:
ROW ACQUISITIONS: 38693-1-B, 38693-2-B

CONSULTANT

TRANSPORTATION

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
T: 619-610-7600
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REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 59560
Exp. 12/31/19

CIVIL

7/23/19

**OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 70+00 TO STA 80+00**

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 06 OF 29 SHEETS

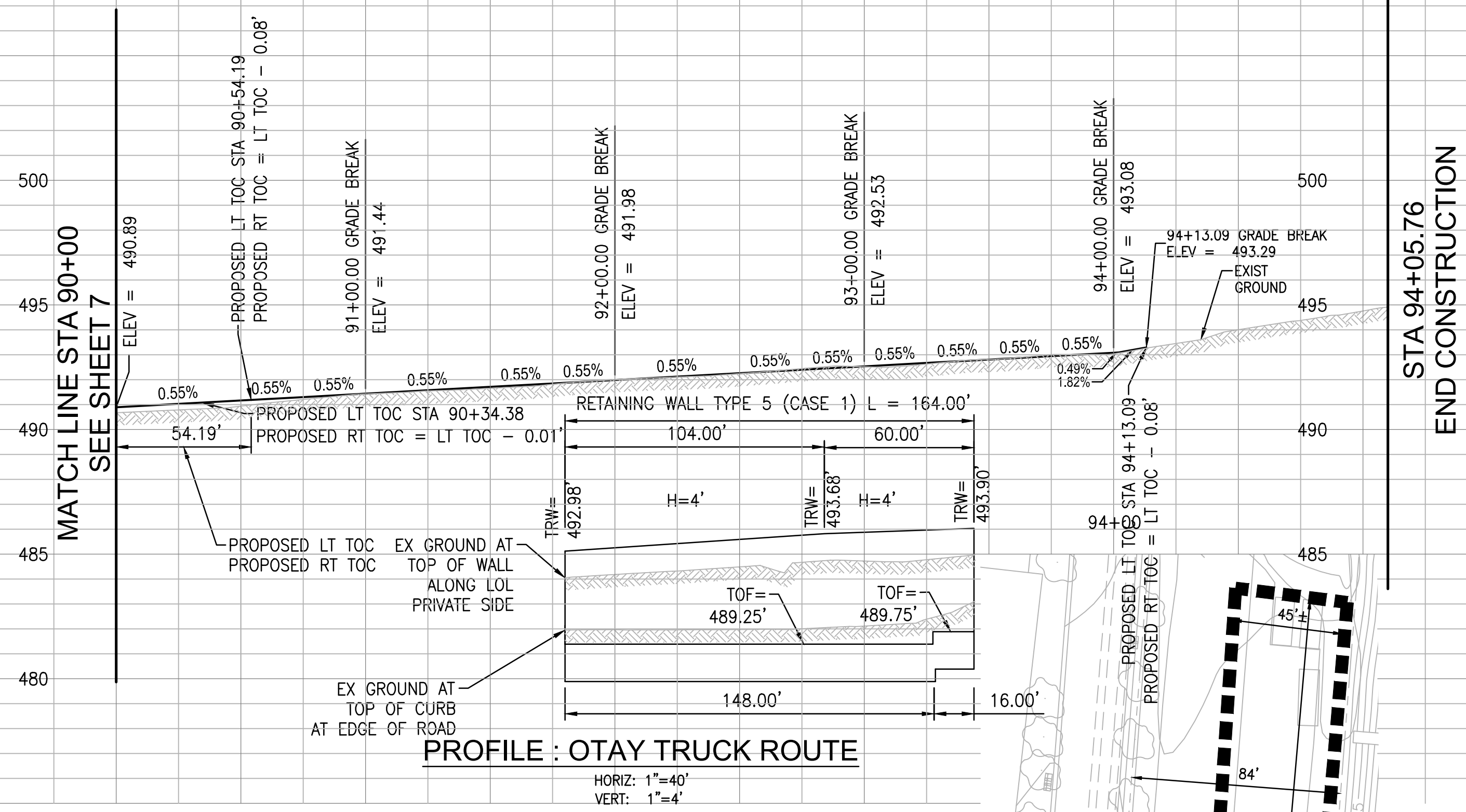
WBS S-11060

APPROVED BY: <i>Brad Johnson</i>	DATE: 7/23/19	SUBMITTED BY: BRAD JOHNSON
FOR CITY ENGINEER	DATE: 12/31/19	PROJECT MANAGER
BRAD JOHNSON	C 45836	CHECKED BY: AMY MILLS
PRINT DCE NAME	RCE #	PROJECT ENGINEER

DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AECOM			
ADDENDUM B	AECOM	<i>Brad Johnson</i>	10/11/19	
ADDENDUM C	AECOM	<i>Brad Johnson</i>	10/10/19	

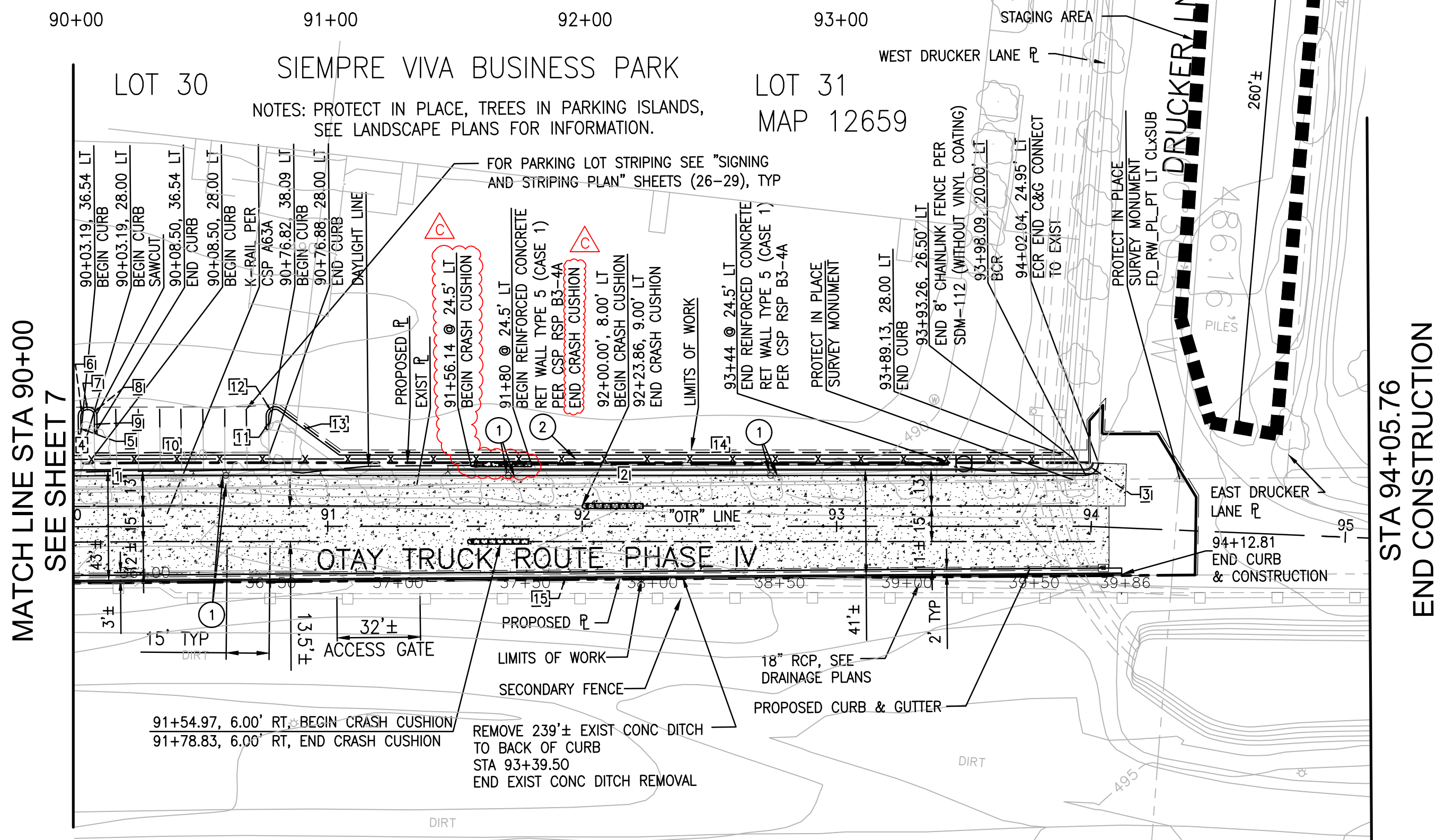
CONTRACTOR: _____ DATE STARTED: _____
INSPECTOR: _____ DATE COMPLETED: _____

138-1779
CCS27 COORDINATE
6340407-1778444
CCS83 COORDINATE
37414-06-D



PROFILE : OTAY TRUCK ROUTE

HORIZ: 1"=40'
VERT: 1"=4'



PLAN : OTAY TRUCK ROUTE

1"=40'

ALIGNMENT DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		33.52'	
2	N85°04'34"E		364.39'	
3	N87°27'30"E		7.86'	

CURB DATA TABLE				
NO.	DELTA/BEARING	RADIUS	LENGTH	COMMENTS
1	N84°44'29"E		33.81'	6" CURB PER SDG-151, TYPE G
2	N85°04'34"E		364.45'	6" CURB PER SDG-154, TYPE B-1
3	88°04'51"	3.00	4.61'	6" CURB PER SDG-154, TYPE B-1
4	N84°44'29"E		3.43'	6" CURB PER SDG-154, TYPE B-1
5	N5°15'31"W		6.96'	6" CURB PER SDG-154, TYPE B-1
6	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
7	N84°44'29"E		0.31'	6" CURB PER SDG-154, TYPE B-1
8	90°00'00"	2.50	3.93'	6" CURB PER SDG-154, TYPE B-1
9	S5°15'31"E		6.96'	6" CURB PER SDG-154, TYPE B-1
10	N84°57'13"E		68.55'	6" CURB PER SDG-154, TYPE B-1
11	N5°15'31"W		5.39'	6" CURB PER SDG-154, TYPE B-1
12	126°41'22"	2.50	5.53'	6" CURB PER SDG-154, TYPE B-1
13	S58°34'09"E		29.54'	6" CURB PER SDG-154, TYPE B-1
14	N85°04'34"E		284.57'	6" CURB PER SDG-154, TYPE B-1
15	N84°39'49"E		412.06'	6" CURB PER SDG-154, TYPE G

CONSTRUCTION NOTES:

- RELOCATE EXISTING PARKING LOT LIGHT (AND NEW PULLBOX, WIRING, ETC.), POLE, PEDESTAL, TO 2' SOUTH OF PROPOSED PARKING LOT CURB LINE. CONSTRUCT ANCHOR BASE FOUNDATION PER SDE-101.
- CHAINLINK FENCE SHALL BE INSTALLED WITH 8 FOOT FEATHER LOCK PRIVACY SLATS (HIGH DENSITY POLYETHYLENE). COLOR: BLACK

C-6

OTAY TRUCK ROUTE PHASE IV
LA MEDIA RD TO DRUCKER LN
PLAN AND PROFILE
STA 90+00 TO STA 94+05.76

CITY OF SAN DIEGO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
SHEET 08 OF 29 SHEETS

WBS S-11060

APPROVED: <i>Brad Johnson</i> FOR CITY ENGINEER BRAD JOHNSON PRINT DCE NAME	DATE: 7/23/19 C 45836 RCE #	SUBMITTED BY: BRAD JOHNSON PROJECT MANAGER CHECKED BY: AMY MILLS PROJECT ENGINEER		
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	AECOM			
ADDENDUM C	AECOM	<i>Brad Johnson</i>	10/10/19	
CONTRACTOR: _____ DATE STARTED: _____				
INSPECTOR: _____ DATE COMPLETED: _____				
				138-1779 CCS27 COORDINATE 6340407-1778444 CCS83 COORDINATE
				37414-08-D

TRANSPORTATION

1 COLUMBIA PLACE
401 WEST A STREET
SAN DIEGO, CA 92101
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REGISTERED PROFESSIONAL ENGINEER

DOMENIC J. LUPO

No. 59560
Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

7/23/19

- NOTE:
- EXISTING TREES LOCATED WITHIN CONSTRUCTION AREAS SHALL BE REMOVED, EXCEPT IN PARKING ISLANDS (SEE SHEETS 22-25)
 - SEE STORM DRAIN PLAN AND PROFILE SHEETS FOR PROPOSED STORM DRAIN FACILITIES
 - SEE SHEET 09 FOR CURB RETURN PROFILES

PLAN AND PROFILE

Line Totals (Unit Price * Quantity)

Item Num	Section	Item Code	Description	Reference	Unit of Measure	Quantity	Hazard Construction Company - Unit Price	Hazard Construction Company - Line Total
1	Main Bid	524126	Bonds (Payment and Performance)	2-4.1	LS	1	\$95,000.00	\$95,000.00
2	Main Bid	541330	SWPPP Development	7-8.6.3.7	LS	1	\$3,000.00	\$3,000.00
3	Main Bid	237990	SWPPP Implementation	7-8.6.3.7	LS	1	\$100,000.00	\$100,000.00
4	Main Bid	541330	SWPPP Permit Fee (EOC Type I)	7-8.6.3.7	AL	1	\$2,000.00	\$2,000.00
5	Main Bid	238990	Video Recording of Existing Conditions	7-9.1.1	LS	1	\$2,000.00	\$2,000.00
6	Main Bid	237310	Mobilization	9-3.4.1	LS	1	\$950,000.00	\$950,000.00
7	Main Bid		Field Orders (EOC Type II)	9-3.5	AL	1	\$212,500.00	\$212,500.00
8	Main Bid	238910	Clearing and Grubbing	300-1.4	SF	269313	\$1.39	\$374,345.07
9	Main Bid	237310	Unclassified Excavate and Export, Rain Garden (Final Pay)	300-2.9	CY	1317	\$60.00	\$79,020.00
10	Main Bid	237310	Unclassified Excavate and Export, Roadway (Final Pay)	300-2.9	CY	36129	\$25.00	\$903,225.00
11	Main Bid	238910	Imported Borrow (36 Inch Select Material)	300-5.4	CY	19558	\$20.00	\$391,160.00
12	Main Bid	237310	Aggregate Base (AB) (14 Inch Thick)	301-2.4	CY	7606	\$20.00	\$152,120.00
13	Main Bid	237310	Asphalt Treated Permeable Base (ATPB) (5 Inch Thick)	301-4.8	CY	2716	\$175.00	\$475,300.00
14	Main Bid	237310	Jointed Plain Concrete Pavement (11.5 Inch Thick)	302-6.8	CY	5905	\$325.00	\$1,919,125.00
15	Main Bid	237110	4' Curb Cut Inlet	303-1.11	EA	10	\$750.00	\$7,500.00
16	Main Bid	237110	Connect to Existing Storm Drain	303-1.11	EA	5	\$2,000.00	\$10,000.00
17	Main Bid	237110	Catch Basin (Type F)	303-1.11	EA	4	\$4,000.00	\$16,000.00
18	Main Bid	237110	Catch Basin (Type I)	303-1.11	EA	13	\$5,000.00	\$65,000.00
19	Main Bid	237110	Storm Drain Clean Out (Type A)	303-1.11	EA	9	\$7,500.00	\$67,500.00
							Subtotal	\$5,824,795.07
20	Unnamed Section 1	237310	Concrete Barrier (Type 742)	303-1.11	LF	2091	\$150.00	\$313,650.00
							Subtotal	\$313,650.00
21	Main Bid	237310	Curb and Gutter (6 Inch Curb, Type G)	303-5.9	LF	7505	\$30.00	\$225,150.00
22	Main Bid	237310	Median Curb and Gutter (6 Inch Curb, Type B-1)	303-5.9	LF	3568	\$40.00	\$142,720.00
23	Main Bid	237310	Retaining Wall (Type 5, Case 1)	303-5.9	SF	11659	\$115.00	\$1,340,785.00
24	Main Bid	238990	Chain Link Fence	304-6	LF	1247	\$65.00	\$81,055.00
25	Main Bid	238990	Chain Link Fence with Slats (8 Foot)	304-6	LF	640	\$70.00	\$44,800.00
26	Main Bid	238990	Salvage and Relocate Chain Link Fence	304-6	LF	1584	\$55.00	\$87,120.00
27	Main Bid	238990	Temporary Chain Link Fence (Secure)	304-6	LF	351	\$20.00	\$7,020.00
28	Main Bid	237110	Storm Drain (18 Inch, RCP)	306-15.1	LF	3966	\$140.00	\$555,240.00
29	Main Bid	237310	Relocate Fire Hydrant	306-15.4	EA	1	\$9,500.00	\$9,500.00
30	Main Bid	237310	Relocate Fire Service Connection	306-15.4	EA	2	\$10,000.00	\$20,000.00
31	Main Bid	237110	Perforated Pipe (8 Inch, PVC)	306-15.11	LF	296	\$50.00	\$14,800.00
32	Main Bid	237310	Painted Traffic Stripes and Painted Markings	314-4.3.7	LF	33218	\$0.40	\$13,287.20
33	Main Bid	237310	Thermoplastic Traffic Striping	314-4.4.6	SF	144	\$3.00	\$432.00
34	Main Bid	237310	Install Traffic Control - K-Rail	601-6	LF	7854	\$40.00	\$314,160.00
35	Main Bid	237310	Install Crash Cushion Module (Absorb 350 or Equivalent)	601-6	EA	9	\$500.00	\$4,500.00
36	Main Bid	237310	Traffic Control - Signage, Barricades, Channelizers, Cones, Etc	601-6	LS	1	\$100,000.00	\$100,000.00
37	Main Bid	237310	Relocate K-Rail	601-6	LF	12191	\$1.00	\$12,191.00
38	Main Bid	237310	Relocate Crash Cushion Module (Absorb 350 or Equivalent)	601-6	EA	5	\$15,000.00	\$75,000.00
39	Main Bid	238210	Install Traffic Sign On Post	701-2	EA	20	\$250.00	\$5,000.00
40	Main Bid	238210	Salvage and Relocate Parking Lot Lights	701-2	EA	33	\$5,500.00	\$181,500.00
41	Main Bid	238990	Remove and Relocate Existing Sign and Post	701-2	EA	2	\$200.00	\$400.00

42	Main Bid	561730	Rain Garden	800-4.9	LS	1	\$500,000.00	\$500,000.00
43	Main Bid	561730	Decomposed Granite	801-9	SF	5931	\$5.00	\$29,655.00
44	Main Bid	561730	Slope Planting (Ground Cover)	801-9	SF	16390	\$1.00	\$16,390.00
45	Main Bid	541330	120 Day Plant Establishment Period	801-9	LS	1	\$20,000.00	\$20,000.00
46	Main Bid	237310	Vernal Pool Fencing	802-5	LF	500	\$2.00	\$1,000.00
47	Main Bid	561730	25-Month Revegetation Maintenance and Monitoring Program	802-5	LS	1	\$30,000.00	\$30,000.00
							Subtotal	\$3,831,705.20
							Total	\$9,970,150.27