## City of San Diego

CONTRACTOR'S NAME: $\qquad$
ADDRESS: $\qquad$ FAX NO.:
TELEPHONE NO.:
CITY CONTACT: Damian Singleton, Email: Dsingleton@sandiego.gov
Phone No. (619) 533-3482, Fax No. (619) 533-3633 A Abassyouni/BD/LJI

## CONTRACT DOCUMENTS

## FOR



## WATER GROUP 958

VOLUME 1 OF 2
BID NO.:
K-13-1075-DBB-3
SAP NO. (WBS/IO/CC): B-11137

CLIENT DEPARTMENT: 2013
COUNCIL DISTRICT: $1 / 6$
PROJECT TYPE: $\qquad$
THIS CONTRACT IS SUBJECT TO THE FOLLOWING:
> PHASED-FUNDING
> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

## BID DUE DATE:

2:00 PM
APRIL 23, 2013
CITY OF SAN DIEGO
PUBLIC WORKS DEPARTMENT
1010 SECOND AVENUE, SUITE 1400, MS 614C
SAN DIEGO, CA 92101

## ENGINEER OF WORK

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


$$
\frac{3 / 8 / 20 / 3}{\text { Date }}
$$

1) For City Engineer

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## CITY OF SAN DIEGO, CALIFORNIA

## NOTICE INVITING BIDS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the Public Works Contracting Group at the location, time, and date shown on the cover of these specifications for performing work on Water Group 958 (Project).
2. DESCRIPTION OF WORK: The Work involves furnishing all labor, materials, equipment, services, and other incidental works and appurtenances for the construction of the Project as described below:
2.1. The Work shall be performed in accordance with:
2.1.1. This Notice Inviting Bids and Plans numbered 36562-1-D through 36562-25-D, inclusive.

## 3. EQUAL OPPORTUNITY

3.1. To The WHITEBOOK, Chapter 10, Sections D and E, DELETE in their entireties and SUBSTITUTE with the following:

## D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

## 1. Nondiscrimination in Contracting Ordinance.

1. The Contractor, Subcontractors and Suppliers shall comply with requirements of the City's Nondiscrimination in Contracting Ordinance, San Diego Municipal Code §§22.3501 through 22.3517.

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

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.
2. Disclosure of Discrimination Complaints. As part of its Bid or Proposal, 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 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.
3. Upon the City's request, the Contractor agrees to provide to the City, within 60 days, a truthful and complete list of the names of all Subcontractors and Suppliers that the Contractor has used in the past 5 years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract.
4. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code $\S \S 22.3501$ through 22.3517. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. The Contractor further understands and agrees that the procedures, remedies and sanctions provided for in the Nondiscrimination in Contracting Ordinance apply only to violations of the Ordinance.

## E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractor shall ensure their subcontractors comply with this program. Nothing in this section shall be interpreted to hold a prime contractor liable for any discriminatory practice of its subcontractors.

The Contractor shall include the foregoing clause in all contracts between the Contractor and Subcontractors and Suppliers.
2. If the Contract is competitively solicited, the selected Bidder shall submit a Work Force Report (Form BB05), within 10 Working Days after receipt by the Bidder of Contract forms to the City for approval as specified in the Notice of Intent to Award letter from the City.
3. If a Work Force Report is submitted, and the City determines there are under-representations when compared to County Labor Force Availability data, the selected Bidder shall submit an Equal Employment Opportunity Plan.
4. If the selected Bidder submits an Equal Employment Opportunity Plan, it shall include the following assurances:

1. The Contractor shall maintain a working environment free of discrimination, harassment, intimidation and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work.
2. The Contractor reviews its EEO Policy, at least annually, with all onsite supervisors involved in employment decisions.
3. The Contractor disseminates and reviews its EEO Policy with all employees at least once a year, posts the policy statement and EEO posters on all company bulletin boards and job sites, and documents every dissemination, review and posting with a written record to identify the time, place, employees present, subject matter, and disposition of meetings.
4. The Contractor reviews, at least annually, all supervisors' adherence to and performance under the EEO Policy and maintains written documentation of these reviews.
5. The Contractor discusses its EEO Policy Statement with subcontractors with whom it anticipates doing business, includes the EEO Policy Statement in its subcontracts, and provides such documentation to the City upon request.
6. The Contractor documents and maintains a record of all bid solicitations and outreach efforts to and from subcontractors, contractor associations and other business associations.
7. The Contractor disseminates its EEO Policy externally through various media, including the media of people of color and women, in advertisements to recruit, maintains files documenting these efforts, and provides copies of these advertisements to the City upon request.
8. The Contractor disseminates its EEO Policy to union and community organizations.
9. The Contractor provides immediate written notification to the City when any union referral process has impeded the Contractor's efforts to maintain its EEO Policy.
10. The Contractor maintains a current list of recruitment sources, including those outreaching to people of color and women, and provides written notification of employment opportunities to these recruitment sources with a record of the organizations' responses.
11. The Contractor maintains a current file of names, addresses and phone numbers of each walk-in applicant, including people of color and women, and referrals from unions, recruitment sources, or community organizations with a description of the employment action taken.
12. The Contractor encourages all present employees, including people of color and women employees, to recruit others.
13. The Contractor maintains all employment selection process information with records of all tests and other selection criteria.
14. The Contractor develops and maintains documentation for on-the-job training opportunities, participates in training programs, or both for all of its employees, including people of color and women, and establishes apprenticeship, trainee, and upgrade programs relevant to the Contractor's employment needs.
15. The Contractor conducts, at least annually, an inventory and evaluation of all employees for promotional opportunities and encourages all employees to seek and prepare appropriately for such opportunities.
16. The Contractor ensures the company's working environment and activities are non-segregated except for providing separate or singleuser toilets and necessary changing facilities to assure privacy between the sexes.

## 4. SUBCONTRACTING PARTICIPATION PERCENTAGES.

4.1. The City has incorporated mandatory SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation
8.7\%
2. ELBE participation
13.6\%
3. Total mandatory participation
22.3\%
4.2. The Bidders are strongly encouraged to attend the Pre-Submittal Meeting to better understand the Good Faith Effort requirements of this contract. See the City's document titled "SLBE Program, Instructions For Bidders Completing The Good Faith Effort Submittal" available at: http://www.sandiego.gov/eoc/
4.3. The Bid will be declared non-responsive if the Bidder fails the following mandatory conditions:
4.3.1. Bidder's inclusion of SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR.
4.3.2. Bidder's submission of Good Faith Effort documentation demonstrating the Bidder made a good faith effort to outreach to and include SLBE-ELBE Subcontractors required in this document within 3 Working Day of the Bid opening if the overall mandatory participation percentage is not met.

## 5. PRE-BID MEETING:

5.1. There will be a Pre-Bid Meeting to discuss the scope of the Project, bidding requirements, and Equal Opportunity Contracting Program requirements and reporting procedures in the Public Works Contracting Group, Conference Room at 1010 Second Avenue, Suite 1400, San Diego, CA 92101 at 10:00 A.M., on April 4, 2013.
5.2. All potential bidders are encouraged to attend.
5.3. To request a copy of the agenda on an alternative format, or to request a sign language or oral interpreter for this meeting, call the Public Works Contracting Group at (619) 236-6000 at least 5 Working Days prior to the Pre-Submittal Meeting to ensure availability.

## 6. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

6.1. Prior to the Award of the Contract or each Task Order, you and your Subcontractors and Suppliers must register with Prism®, the City’s web-based contract compliance portal at:
https://pro.prismcompliance.com/default.aspx.
6.2. 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.
7. CONSTRUCTION COST: The City's estimated construction cost for this contract is \$4,286,000.
8. LOCATION OF WORK: The location of the Work is as follows: Regents Rd., Clairemont Mesa Boulevard, Hidalgo Avenue and Luna Avenue.
9. CONTRACT TIME: The Contract Time for completion of the Work shall be $\mathbf{3 1 5}$ Working Days.
10. CONTRACTOR'S LICENSE CLASSIFICATION: In accordance with the provisions of California Law, the Contractor shall possess valid appropriate license(s) at the time that the Bid is submitted. Failure to possess the specified license(s) shall render the Bid as nonresponsive and shall act as a bar to award of the Contract to any Bidder not possessing required license(s) at the time of Bid.
10.1. The City has determined the following licensing classification(s) for this contract:

| Option | Classification(s) |
| :---: | :--- |
| 1 | CLASS A |
| 2 | CLASS C34 |

10.2. The Bidder shall satisfy the licensing requirement by meeting at least one of the listed options.
11. JOINT VENTURE CONTRACTORS. Provide a copy of the Joint Venture agreement and the Joint Venture license to the City within 10 Working Days after receiving the Contract forms. See 2-1.1.2, "Joint Venture Contractors" in The WHITEBOOK for details.
12. WAGE RATES: Prevailing wages are not applicable to this contract.

## 13. INSURANCE REQUIREMENTS:

13.1. 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.
13.2. 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.

## 14. PREQUALIFICATION OF CONTRACTORS:

14.1. Contractors submitting Bid or Proposal must be pre-qualified for the total amount proposed, inclusive of all alternate items or specified Task Order limits 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 will be deemed non-responsive and ineligible for award or a Task Order authorization. Complete information and prequalification questionnaires are available at:

## http://www.sandiego.gov/cip/bidopps/prequalification.shtml

14.2. The completed questionnaire, financial statement, and bond letter or a copy of the contractor's SLBE-ELBE certification and bond letter, must be submitted no later than 2 weeks prior to the bid opening to the Public Works Department - Engineering \& Capital Project, Prequalification Program, 1010 Second Avenue, Suite 1200, San Diego, CA 92101. For additional information or the answer to questions about the prequalification program, contact David Stucky at 619-533-3474 or dstucky@sandiego.gov.
15. REFERENCE STANDARDS: Except as otherwise noted or specified, the Work shall be completed in accordance with the following standards:

| Title | Edition | Document <br> Number |
| :--- | :---: | :--- |
| Standard Specifications for Public Works Construction <br> ("The GREENBOOK") | 2012 | PITS070112-01 |
| City of San Diego Standard Specifications for Public <br> Works Construction ("The WHITEBOOK")* | 2012 | PITS070112-02 |
| City of San Diego Standard Drawings* | 2012 | PITS070112-03 |
| Caltrans Standard Specifications | 2010 | PITS070112-04 |
| Caltrans Standard Plans | 2010 | PITS070112-05 |
| California MUTCD | 2012 | PITS070112-06 |
| City Standard Drawings - Updates Approved For Use <br> (when specified)* | Varies | Varies |
| Standard Federal Equal Employment Opportunity <br> Construction Contract Specifications and the Equal <br> Opportunity Clause Dated 09-11-84 | 1984 | 769023 |
| NOTE:Available online under Engineering <br> http://www.sandiego.gov/publicworks/edocref/index.shtml |  |  |

16. CITY'S RESPONSES AND ADDENDA: The City at its option, may respond to any or all questions submitted in writing, via letter, or FAX in the form of an addendum. No oral comment shall be of any force or effect with respect to this solicitation. The changes to the Contract Documents through addendum are made effective as though originally issued with the Bid. The Bidders shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.
17. 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.
18. CONTRACT PRICING FORMAT: This solicitation is for a Lump Sum contract with Unit Price provisions as set forth in the Bid Proposal Form(s), Volume 2.
19. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-1.6, "Trade Names or Equals" in The WHITEBOOK and as amended in the SSP.

## 20. AWARD PROCESS:

20.1. The Award of this contract is contingent upon the Contractor's compliance with all conditions precedent to Award.
20.2. 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.
20.3. This contract will be deemed executed, and effective, only upon the signing of the Contract by the Mayor or designee of the City.
21. SUBCONTRACT LIMITATIONS: The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 2-3, "SUBCONTRACTS" in The WHITEBOOK and as amended in the SSP which requires the Contractor to self perform the amount therein stipulated. Failure to comply with these requirements may render the Bid non-responsive and ineligible for award.
22. 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 Contracting Group.

## 23. QUESTIONS:

23.1. The Director (or designee), of the 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. All questions related to this procurement action shall be addressed to the Public Works Contracting Group, Attention Contract Specialist, 1010 Second Avenue, Suite 1400, San Diego, California, 92101, and Telephone No. (619) 533-3450.
23.2. Questions received less than 14 days prior to the date for opening of Bids may not be answered.
23.3. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda which will be uploaded to the City's online bidding service.
23.4. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Bidder's responsibility to become informed of any Addenda that have been issued and to include all such information in its Bid.
24. ELIGIBLE BIDDERS: 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.
25. 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 with the Notice Inviting Bids and Contract forms.
26. PROPOSAL FORMS: Bid shall be made only upon the Bidding Documents i.e., Proposal form attached to and forming a part of the specifications. The signature of each person signing shall be in longhand.
26.1. Bidder shall complete and submit all pages in the "Bidding Document" Section (see Volume 2) as their Bid per the schedule given under "Required Documents Schedule," (see Volume 1). Bidder is requested to retain for their reference other portions of the Contract Documents that are not required to be submitted with the Bid. The entire specifications for the bid package do not need to be submitted with the bid.
26.2. The City may require any Bidder to furnish a statement of experience, financial responsibility, technical ability, equipment, and references.
26.3. Bids and certain other forms and documents as specified in the Volume 2 of 2 of the Contract Documents shall be enclosed in a sealed envelope and shall bear the title of the work and name of the Bidder and the appropriate State Contractors License designation which the Bidder holds.
26.4. Bids may be withdrawn by the Bidder prior to, but not after, the time fixed for opening of Bids.

## 27. BIDDERS' GUARANTEE OF GOOD FAITH (BID SECURITY):

27.1. With the exception of the contracts valued $\$ 5,000$ or less, JOC and Design-Build contracts, and contracts subject to the Small and Local Business Program of $\$ 250,000$ or less e.g., ELBE contracts, each Bidder shall accompany its Bid with either a cashier's check upon some responsible bank, or a check upon such bank properly certified or an approved corporate surety bond payable to the City of San Diego, for an amount of not less than $10 \%$ of the aggregate sum of the Bid, which check or bond, and the monies represented thereby shall be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into such contract and furnish the required final bonds.
27.2. The Bidder agrees that in case of Bidder's refusal or failure to execute this contract and give required final bonds, the money represented by a cashier's or certified check shall remain the property of the City, and if the Bidder shall fail to execute this contract, the Surety agrees that it will pay to the City damages which the City may suffer by reason of such failure, not exceeding the sum of $10 \%$ of the amount of the Bid.
27.3. A Bid received without the specified bid security will be rejected as being nonresponsive.

## 28. AWARD OF CONTRACT OR REJECTION OF BIDS:

28.1. This contract may be awarded to the lowest responsible and reliable Bidder.
28.2. Bidders shall complete the entire Bid schedule (also referred to as "schedule of prices" or Proposal form). Incomplete price schedules will be rejected as being nonresponsive.
28.3. The City reserves the right to reject any or all Bids, and to waive any informality or technicality in Bids received and any requirements of these specifications as to bidding procedure.
28.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City from the Bidder within 3 Working Days, excluding Saturdays, Sundays, and state holidays, after the opening of Bids, of written notice which includes proof of honest, credible, clerical error of material nature, free from fraud or fraudulent intent, and of evidence that reasonable care was observed in the preparation of the Bid.
28.5. A non-selected Bidder may protest award of the Contract to the selected Bidder by submitting a written "Notice of Intent to Protest" including supporting documentation which shall be received by Public Works Contracting Group no later than 10 days after the City's announcement of the selected Bidder or no later than 10 days from the date that the City issues notice of designation of a Bidder as non-responsible in accordance with San Diego Municipal Code Chapter 2, § 22.3029, "Protests of Contract Award."
28.6. The City of San Diego will not discriminate with regard to race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex or age, in the award of contracts.
28.7. Each Bid package properly executed as required by these specifications shall constitute a firm offer, which may be accepted by the City within the time specified in the Proposal.
28.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of any proposed alternates, additive items or options, at its discretion that will be disclosed in the Volume 2 of 2.

## 29. BID RESULTS:

29.1. The Bid opening by the City 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 public announcement will be posted in the City's web page: http://www.sandiego.gov/cip/index.shtml, with the name of the newly designated Apparent Low Bidder.
29.2. To obtain Bid results, either attend Bid opening, review the results on the City's web site, or provide a self-addressed, stamped envelope, referencing Bid number, and Bid tabulation will be mailed to you upon verification of extensions. Bid results cannot be given over the telephone.

## 30. THE CONTRACT:

30.1. 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.
30.2. 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.
30.3. 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.
30.4. 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.
30.5. 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. 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.
31. 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.
32. CITY STANDARD PROVISIONS. This contract is subject to the following standard provisions. See The WHITEBOOK for details.
32.1. The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
32.2. The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
32.3. The City of San Diego Municipal Code $\S 22.3004$ for Pledge of Compliance.
32.4. The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
32.5. 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.
32.6. The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
32.7. The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.

## 33. PRE-AWARD ACTIVITIES:

33.1. The selected contractor by the City to execute a contract for this Work shall provide the information required within the time specified in "Required Documents," of this bid package. Failure to provide the information within the time specified may result in the Bid being rejected as non-responsive.
33.2. If the Bid is rejected as non-responsive, the selected contractor by the City to execute a contract for this Work shall forfeit the required Bid. The decision that the selected contractor by the City to execute a contract for this Work is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

## 34. ADDITIVE/DEDUCTIVE ALTERNATES:

34.1. The additive/deductive alternates have been established to allow the City to compare the cost of specific portions of the Work with the Project's budget and enable the City to make decision prior to award. The award will be established as described in the Bid. The City reserves the right to award the Contract for the Base Bid only or the Base Bid plus any combination of Additive and Deductive Alternate(s).
34.2. For water pipeline projects, the Plans typically show all cut and plug and connection work to be performed by City Forces. However, Bidders shall refer to Bidding Documents to see if all or part of this work will be performed by the Contractor.

## 35. REQUIRED DOCUMENT SCHEDULE:

35.1. 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.
35.2. 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. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Bid |
| 2. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Bid Bond |
| 3. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Non-collusion Affidavit to be Executed By Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 |
| 4. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Contractors Certification of Pending Actions |
| 5. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Equal Benefits Ordinance Certification of Compliance |
| 6. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA35-List of Subcontractors |
| 7. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA40 - Named Equipment/Material Supplier List |
| 8. | BID SUBMITTAL DATE/TIME | ALL BIDDERS | Form AA45 - Subcontractors Additive/Deductive Alternate |
| 9. | WITHIN 3 WORKING DAY OF BID OPENING WITH GOOD <br> FAITH EFFORT DOCUMENTATION | ALL BIDDERS | SLBE Good Faith Efforts Documentation |


| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED |
| :---: | :---: | :---: | :---: |
| 10. | WITHIN 3 WORKING DAY OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Form AA60 - List of Work Made Available |
| 11. | WITHIN 3 WORKING DAY OF BID OPENING WITH GOOD FAITH EFFORT DOCUMENTATION | ALL BIDDERS | Proof of Valid DBE-MBE-WBE-DVBE Certification Status e.g., Certs. |
| 12. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Phased Funding Schedule Agreement (when required) |
| 13. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Pre-Award Schedule (Phased Funded Contracts Only) |
| 14. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Names of the principal individual owners of the Apparent Low Bidder |
| 15. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | If the Contractor is a Joint Venture: <br> - Joint Venture Agreement <br> - Joint Venture License |
| 16. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT <br> LOW BIDDER | Form BB05 - Work Force Report |
| 17. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Agreement |
| 18. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contract Forms - Payment and Performance Bond |
| 19. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT <br> LOW BIDDER | Certificates of Insurance and Endorsements |
| 20. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - Drug-Free Workplace |
| 21. | WITHIN 10 WORKING DAYS AFTER RECEIPT BY BIDDER OF CONTRACT FORMS | APPARENT LOW BIDDER | Contractor Certification - American with Disabilities Act |


| ITEM | WHEN DUE | FROM | DOCUMENT TO BE SUBMITTED |
| :--- | :--- | :--- | :--- |
| 22. | WITHIN 10 WORKING DAYS <br> AFTER RECEIPT BY BIDDER <br> OF CONTRACT FORMS | APPARENT <br> LOW BIDDER | Contractors Standards - Pledge of <br> Compliance |

## CONTRACT FORMS

## AGREEMENT

## CONTRACT FORMS <br> AGREEMENT

## CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and BURTECH PIPELINE INCORPORATED, herein called "Contractor" for construction of Water Group 958 ; Bid No.K-13-1075-DBB-3; in the amount of THREE MILLION THREE HUNDRED TWENTY FOUR THOUSAND AND 00/100 ( $\$ 3,324,000.00$ ), which is comprised of the Base Bid plus Additive Alternates "A" \& "B".

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

1. The following are incorporated into this contract as though fully set forth herein:
(a) The attached Faithful Performance and Payment Bonds.
(b) The attached Proposal included in the Bid documents by the Contractor.
(c) Reference Standards listed in the Notice Inviting Bids and the Supplementary Special Provisions (SSP).
(d) Phase Funding Schedule Agreement.
(e) That certain documents entitled Water Group 958, on file in the office of the City Clerk Department as Document No. B-11137, 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 Water Group 958, Bid Number K-13-1075-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 FORMS (continued)

## AGREEMENT

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 $\mathbf{\$ 2 2 . 3 1 0 2 ( a ) ( 1 )}$ authorizing such execution.

THE CITY OF SAN DIEGO
APPROVED AS TO FORM AND LEGALITY
Jan I. Goldsmith, City Attorney


Print Name: $\qquad$ Tony Heinrich Director, Department of Public Works

Date: $8 / 20 / 13$


Print Name: Pedro De lara Jr. Deputy City Attorney

Date: $8 / 28 / 13$

## CONTRACTOR

BURTECH PIPELINE INCORPORATED


Date: $\qquad$ Clio 2013

City of San Diego License No.: B1996002066

State Contractor's License No.: 718202

## CONTRACT/AGREEMENT

## ATTACHMENTS

## CONTRACT ATTACHMENT PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND

## FATTHFUL PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND:

## BURTECE PIPELINE INCORPORATED $\quad$ a corporation, as principal, and <br> NORTH AMERICAN SPECIALTY INSURANCE COMPANY, a corpotation 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 THREE MILIION THREE FHNDRED TWENTY FOUR THOUSAND AND 00/100
( $\$ 3,324,000,00$ ) for the faithful performance of the annexed contract, and in the sum of THREE MILLION TFIREE HUNDRED TWENTY FOUR THOUSAND AND 00/100 ( $\$ 3,324,000,00$ ) for the benefit of laborers and materialmen designated below.

## Conditions:

If the Principal shall faithfully perform the annexed contract Water Group 958, Bid Number K-13-1075-DBB-3, 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California or under the provisions of Section 3082 et seq, 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.

## CONTRACT ATTACHMENT (continued) PERFORMANCE BOND AND LABOR AND MATERIACMEN'S BOND

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

Dated JUNE 5, 2013.

## Approved as to Form and Legality

BURTECH PIPELINE, INCORPORATED



NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Surety

$$
\text { By moilelh } x \text {. plos.e }
$$

MICHELLE M. BASUIL, Attorneymin-fact

Approved:


6 HUTTON CENTRE DRIVE, SUITE 850
Local Address of Surety
SANTA ANA, CA 92707
Local Address (City, State) of Surety

714/550-7799
Local Telephone No. of Surety

Premium \$ 24,662.00

Bond No. 2171076

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT




On 06/05/2013 $\qquad$ before me, $\qquad$ GLENDA J. GARDNER, NOTARY PUBLIC $\qquad$ , personally appeared $\qquad$ MICHELLE M. BASUIL Name(s) of Signer(s)


Place Notary Seal Above
who proved to me on the basis of satisfactory evidence to be the person( $\theta$ ) whose name(s) is/e subscribed to the within instrument and acknowledged to me that he/she/s executed the same in his/her/ther authorized capacity (fes), and that by his/her/their signature $(t)$ 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


## OPTIONAL

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

## Description of Attached Document

Title or Type of Document: PERFORMANCE BOND AND LABOR AND MATERIALMEN'S BOND
Document Date:06/05/2013 Number of Pages: 2

Signer(s) Other Than Named Above:

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



## NAS SURETY GROUP

## NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

## GENERAL POWER OF ATTORNEY

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

JOHN G. MALONEY, HELEN MALONEY, MICHELLE M. BASUIL,
GLENDA J, GARDNER, MARK D, IATAROLA and DEBORAH D. DAVIS

## JOINTLY OR SEVERALLY

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

FIFTY MILLION $(\$ 50,000,000.00)$ DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the $9^{\text {th }}$ of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attomey qualifying the attomey named in the given Power of Attomey to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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


IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 10 th day of $\qquad$ 2012.

## North American Specialty Insurance Company <br> Washington Interuational Insurance Company

State of Illinois County of Cook SS:

On this 10 th day of December_2012, before me, a Notary Public personally appeared Steven P. Anderson , Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies,


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

IN WITNESS WHEREOF, I have set my hand and affixed the sealis of the Companies this 5TH day of JUNE , 20 13 .

who proved to me on the basis of satisfactory evidence to be the persons) whose names) (is )gre subscribed to the within instrument and acknowledged to me that (ho) she/they executed the same inhisher/their authorized capacity(ies), and that by histher/their signatures) on the instrument the persons), or the entity upon behalf of which the persons) 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.


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

## Description of Attached Document

Title or Type of Document: $\qquad$
Document Date: $\qquad$ Number of Pages: $\qquad$
Signers) Other Than Named Above:
Capacity(ies) Claimed by Signers)


[^0]
## CONTRACTOR CERTIFICATION

## DRUG-FREE WORKPLACE

## PROJECT TITLE: Water Group 958

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;

## BURTECH PIPELINE INCORPORATED

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


## CONTRACTOR CERTIFICATION

## AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

## PROJECT TITLE: Water Group 958

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-4 regarding the American With Disabilities Act (ADA) outlined in the WHITEBOOK, Section 7-13.2, "American With Disabilities Act", of the project specifications, and that;

## BURTECH PIPELINE INCORPORATED

(Name under which business is conducted)
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

## PROJECT TITLE: Water Group 958

I declare under penalty of perjury that I am authorized to make this certification on behalf of BURTECH PIPELINE INCORPORATED, as Contractor, that I am familiar with the requirements of City of San Diego Municipal Code § 22.3224 regarding Contractor Standards as outlined in the WHITEBOOK, Section 7-13.4, ("Contractor Standards"), of the project specifications, and that Contractor has complied with those requirements.

I further certify that each of the Contractor's subcontractors whose subcontracts are greater than $\$ 50,000$ in value has completed a Pledge of Compliance attesting under penalty of perjury of having complied with City of San Diego Municipal Code $\S 22.3224$.

Dated this $\qquad$ Day of $\qquad$ , 2013 $\qquad$ .


Title
PRESIDENT \& CEO

## AFFIDAVIT OF DISPOSAL

WHEREAS, on the $\qquad$ DAY OF $\qquad$ , $\qquad$ , the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

## Water Group 958

(Name of Project)
as particularly described in said contract and identified as Bid No. K-13-1075-DBB-3; WBS No. B-11137; 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 $\qquad$ DAY OF $\qquad$
$\qquad$ .

## by

## ATTEST:

State of
County of $\qquad$
On this $\qquad$ DAY OF $\qquad$ , 2 $\qquad$ before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared
$\qquad$ known to me to be the $\qquad$ 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

## PHASED FUNDING SCHEDULE AGREEMENT

## Check one:



First Phased Funding Schedule Agreement
$\square$
Final Phased Funding Schedule Agreement
NOTE: THIS IS A SAMPLE PHASE FUNDING SCHEDULE AGREEMENT FORM. Particulars left blank in this sample, the total number of phases, and the amounts assigned to each phase will be filled with funding specific information as the result of the Pre-Award Schedule, and subsequent Schedules, required by these Bid Documents and approved by the City.

BID NUMBER: K-13-1075-DBB-3
CONTRACT TITLE: Water Group 958
CONTRACTOR: $\qquad$

| Funding <br> Phase | Phase Description | Phase <br> Start | Phase <br> Finish | Not-to- <br> Exceed <br> Amount |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Additional phases to be added |  |  | $\$$ |
|  | no this form as necessary. |  |  |  |
|  |  |  |  |  |
|  |  |  | Total | $\$$ |

Notes:
(1) City Supplements 9-3.6, "PHASE FUNDING COMPENSATION" applies.
(2) The total of all funding phases shall be equal to the TOTAL BID PRICE as shown on BID SCHEDULE 1 - PRICES.
(3) This PHASE FUNDING SCHEDULE AGREEMENT will be incorporated into the CONTRACT and shall only be revised by a written modification to the CONTRACT.

## CITY OF SAN DIEGO

By:
Name: Akram Bassyouni
Project Manager
Department Name: Public Works - E\&CP
Date: $\qquad$

CONTRACTOR
By: $\qquad$
Name: $\qquad$

Title:
Date: $\qquad$
-END OF PHASE FUNDING SCHEDULE AGREEMENT-

## SUPPLEMENTARY SPECIAL PROVISIONS

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

1) Standard Specifications for Public Works Construction (The GREENBOOK) currently in effect.
2) The City of San Diego Standard Specifications for Public Works Construction (The WHITEBOOK).

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

1-2 TERMS AND DEFINITIONS.
Normal Working Hours. To the City Supplements, ADD the following:
The Normal Working Hours are 8:30 AM to 3:30 PM.

## SECTION 2 - SCOPE AND CONTROL OF WORK

2-3.2 Self Performance. DELETE in its entirety and SUBSTITUTE with the following:

1. You must perform, with your own organization, Contract work amounting to at least $50 \%$ of the base bid alone or base bid and any additive or deductive alternate(s) that together when added or deducted form the basis of award.
2. The self performance percentage requirement will be waived for contracts when a " B " License is required or allowed.

2-5.3.2 Working Drawings. TABLE 2-5.3.2(A), ADD the following:

| Item | Section No. | Title | Subject |
| :--- | :--- | :--- | :--- |
| 17 | $306-1.6$ | Water Valve Bypass for Mainlines 16" and <br> Larger | SDW-154 * |

Note: The distance dimensions shown between the bypass pipes and between bypass pipes and the mainlines are subject to change to field conditions.

## SECTION 4 - CONTROL OF MATERIALS

4-1.6 Trade Names or Equals. ADD the following:
You must submit your list of proposed substitutions for "an equal" ("or equal") item(s) no less than 15 Working Days prior to Bid due date and on a City form when provided by the City.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

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

## 7-3.1 Policies and Procedures.

1. You must 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 must 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. Payment for insurance is included in the various items of Work as bid by you, and 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 must 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 must be written on the current version of the ISO Occurrence form CG 00010798 or an equivalent form providing coverage at least as broad.
2. The policy must 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 must be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You must maintain the same or equivalent insurance for at least 10 years following completion of the Work.
4. All costs of defense must be outside the policy limits. Policy coverage must be in liability limits of not less than the following:

| General Annual Aggregate Limit | Limits of Liability |
| :--- | :---: |
| 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 must provide a policy or policies of Commercial Automobile Liability Insurance written on the current version of the ISO form CA 00011290 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 must 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 must 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 must 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 must 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.

a) You must provide at your expense policy endorsement written on the current version of the ISO Occurrence form CG 20101185 or an equivalent form providing coverage at least as broad.
b) To the fullest extent allowed by law e.g., California Insurance Code §11580.04, the policy must be endorsed to include the City and its respective elected officials, officers, employees, agents, and representatives as additional insured.
c) The additional insured coverage for projects for which the Engineer's Estimate is $\$ 1,000,000$ or more must 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.
d) The additional insured coverage for projects for which the Engineer's Estimate is less than $\$ 1,000,000$ must 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 must 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 selfinsurance of the City and its elected officials, officers, employees, agents and representatives. Further, it must provide that any insurance maintained by the City and its elected officials, officers, employees, agents and representatives must be in excess of your insurance and must not contribute to it.

## 7-3.5.1.3 Project General Aggregate Limit.

The policy or policies must 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 must reduce the Designated Construction Project General Aggregate Limit. The Designated Construction Project General Aggregate Limit must 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 00011290 or a later version of this form or equivalent form providing coverage at least as broad, the policy must 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 must pay for all deductibles and self-insured retentions. You must 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 must 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 must follow the form of the primary policy or policies e.g., all endorsements.

7-4 WORKERS' COMPENSATION INSURANCE. DELETE in its entirety and SUBSTITUTE with the following:

## 7-4.1 Workers' Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of $\S 3700$ of the California Labor Code, you must 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 must be not less than the following:

Workers' Compensation Statutory Employers Liability
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 $\S 3700$ of the Labor Code which require 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 must comply with such provisions before commencing the Work as required by $\S 1861$ of the California Labor Code.

7-10.5.3 Steel Plate Covers. Table 7-10.5.3(A), REVISE the plate thickness for 5'-3" trench width to read $13 / 4$ ".

7-15 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. To the City Supplements, fourth paragraph, last sentence, DELETE in its entirety and SUBSTITUTE with the following:

Your duty to indemnify and hold harmless does not include any claims or liability arising from the established active or sole negligence, or willful misconduct of the City, its officers, or employees.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-2 FIELD OFFICE FACILITIES. To the City Supplements, DELETE in its entirety.

## SECTION 9 - MEASUREMENT AND PAYMENT

9-3.2.5 Withholding of Payment. To the City Supplements, item i), DELETE in its entirety and SUBSTITUTE with the following:
i) Your failure to comply with 7-2.3, "PAYROLL RECORDS" and 2-16, "CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM."

ADD:
9-3.7

203-15
Compensation Adjustments for Price Index Fluctuations. This Contract is not subject to the provisions of The WHITEBOOK for Compensation Adjustments for Price Index Fluctuations for the paving asphalt.

## SECTION 203 - BITUMINOUS MATERIALS

RUBBER POLYMER MODIFIED SLURRY (RPMS). RPMS shall be used on this contract.

$$
\text { SECTION } 207 \text { - PIPE }
$$

207-27 FUSIBLE NON-PRESSURE POLYVINYLCHOLORIDE PIPE. DELETE in its entirety.

## SECTION 209 - STREET LIGHTING AND TRAFFIC SIGNAL MATERIALS

209-6.4 Induction Cobra Head Luminaire. To the City Supplements, CORRECT certain section numbering as follows:

| OLD | TITLE | NEW <br> SECTION <br> SUMBER |
| :--- | :--- | :--- |

207-9.2.4 CLEANING AND COATING. ADD the following:
Cleaning and coating for existing exposed Ductile Iron pipe and fittings shall be paid for per the bid item for "Cleaning and Coating of Existing Ductile Iron Pipe"

300-1.4 Payment. To the City Supplement, paragraph (2), DELETE in its entirety and SUBSTITUTE with the following:
2. Payment for existing pavement removal and disposal of up to 12 " thick, within the excavation e.g., trench limits, shall be included in the Bid item for installation of the mains or the Work item that requires pavement removal.

## SECTION 302 - ROADWAY SURFACING

302-3 Preparatory Repair Work. To the City Supplement, DELETE in its entirety and SUBSTITUTE with the following:

## 302-3 Preparatory Repair Work.

1. Prior to roadway resurfacing or the application of slurry, the Contractor shall complete all necessary preparation and repair work to the road segment e.g., tree trimming, weed spray, weed abatement, crack sealing, asphalt repair, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc. and as specified in the Special Provisions.
2. Preparatory work shall include, but not be limited to, tree trimming, weed spray, weed abatement, crack sealing, asphalt repair i.e., mill and pave, hump removal, miscellaneous asphalt patching, removal of raised pavement markers, removal of pavement markings, etc.
3. The Contractor shall repair areas of distressed asphalt concrete pavement by milling or removing damaged areas of pavement to a minimum depth of 2 " for Residential streets, and a minimum depth of 3 " for all others to expose firm and unyielding pavement. The Contractor shall prepare subgrade as needed and install a minimum of 2 " for residential streets, and a minimum of 3 " for all others, of compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
4. If, in order to achieve the minimum specified depth, the base material is exposed, the material shall be compacted to $95 \%$ relative compaction to a depth 10 " below the finished grade (dig out). Compaction tests shall be made to ensure compliance with the specifications. The Engineer will determine when and where the test will occur. The City will pay for the soils testing required by the Engineer, which meets the required compaction. The Contractor shall reimburse the City for the cost of retesting failing compaction tests. If additional base material is required, the Contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base."
5. Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Class 2 Aggregate Base."
6. Prior to replacing asphalt, the area shall be cleaned by removing all loose and damaged material, moisture, dirt, and other foreign matter and shall be tack coated in accordance with 302-5.4 "Tack Coat."
7. The Contractor shall install new asphalt within the repair area or for patches in accordance with 302-5, "ASPHALT CONCRETE PAVEMENT." Asphalt concrete shall be C2-PG 64-10 in compliance with 400-4, "ASPHALT CONCRETE."
8. No preparatory asphalt work shall be done when the atmospheric temperature is below $50^{\circ} \mathrm{F}$ or during unsuitable weather.
9. Following the asphalt placement, the Contractor shall roll the entire area of new asphalt in both directions at least twice. The finished patch shall be level and smooth in compliance with 302-5.6.2 "Density and Smoothness." After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4 " wide continuous band of SS-1H.
10. The minimum dimension for each individual repair shall be 4' $\mathrm{x} 4^{\prime}$ and shall be subject to the following conditions:
a) If the base material is exposed to achieve the required minimum removal thickness, the base material shall be prepared conforming to 301-1, "SUBGRADE PREPARATION."
b) When additional base material is required, then the contractor shall use Class 2 Aggregate Base in accordance with 400-2.4, "Class 2 Aggregate Base." Recycled base material shall conform to Crushed Miscellaneous Base Material in accordance with 200-2.4, "Crushed Miscellaneous Base."
c) The Contractor may use grinding as a method for removal of deteriorated pavement when the areas indicated for removal are large enough (a minimum of the machine drum width) and when approved by the Engineer.
d) For both scheduled and unscheduled base repairs, failed areas may be removed by milling or by excavation provided that the edges are cut cleanly with a saw. The areas shall be cleaned and tack coated in accordance with 302-5.4, "Tack Coat" before replacing the asphalt. The areas for scheduled repairs have been marked on the street.

## 302-3.1 Asphalt Patching.

1. Asphalt patching shall consist of patching potholes, gutter-line erosion, and other low spots in the pavement that are deeper than $1 / 2$ " per 302-5.6.2, "Density and Smoothness." These areas are generally smaller and more isolated than those areas in need of mill and pave.
2. The areas requiring patching have been identified in the Contract Documents, marked on the streets, or as directed by the Engineer. The Contractor shall identify any new areas that may require patching prior to slurry work to ensure the smoothness and quality of the finished product.
3. The Contractor shall identify and repair any areas that may require patching, prior to the placement of slurry seal for smooth finished product.
4. Asphalt overlay shall not be applied over deteriorated pavement. Preparatory asphalt work shall be completed and approved by the Engineer before proceeding with asphalt overlay.
5. The Contractor shall remove distressed asphalt pavement either by saw cutting or milling, to expose firm and unyielding pavement; prepare subgrade (as needed); and install compacted asphalt concrete pavement over compacted native material as directed by the Engineer.
6. Prior to replacing asphalt, the area shall be cleaned and tack coated per 3025.4, "Tack Coat".
7. Following the asphalt placement, the Contractor shall roll the entire patch in both directions covering the patch at least twice.
8. After placement and compaction of the asphalt patch, the Contractor shall seal all finished edges with a 4 " wide continuous band of SS-1H.
9. Base repairs shall not exceed $20 \%$ RAP in content.

## 302-3.2 Payment.

1. Payment for replacement of existing pavement when required shall be included in the unit bid price for Asphalt Pavement repair for the total area replaced and no additional payment shall be made regardless of the number of replacements completed. No payment shall be made for areas of over excavation or outside trench areas in utility works unless previously approved by the Engineer. No payment for pavement replacement will be made when the damage is due to the Contractor's failure to protect existing improvements. The Contractor shall reimburse the City for the cost of retesting all failing compaction tests.
2. The areas and quantities shown on the road segments and in appendices are given only for the Contractor's aid in planning the Work and preparing Bids. The Engineer will designate the limits to be removed and these designated areas shall be considered to take precedent over the area shown in an Appendix to the Contract Documents. The quantities shown in the appendices are based on a street assessment survey and may vary.
3. At the end of each day, the Contractor shall submit to the Engineer an itemized list of the asphalt pavement repair work completed. The list shall include the location of the work and the exact square footage of the repair.
4. Preparatory repair work and tack coating will be paid at the Contract unit price per ton for Asphalt Pavement Repair. No payment shall be made for areas of over excavation unless previously approved by the Engineer.
5. Milling shall be included in the Bid item for Asphalt Pavement Repair unless separate Bid item has been provided.
6. Payment for miscellaneous asphalt patching shall be included in the Contract unit price for slurry and no additional payment shall be made therefore.

302-5.1.1 Damaged AC Pavement Replacement. To the City Supplement, DELETE in its entirety.

302-5.1.2 Measurement and Payment. To the City Supplement, DELETE in its entirety.

## SECTION 306 - UNDERGROUND CONDUIT CONSTRUCTION

306-1 OPEN TRENCH OPERATIONS. To the City Supplements, CORRECT certain section numbering as follows:

| OLD <br> SECTION <br> NUMBER | TITLE | NEW <br> SECTION <br> NUMBER |
| :--- | :--- | :--- |
| $306-1.8$ | House Connection Sewer (Laterals) and <br> Cleanouts | $306-1.9$ |
| $306-1.7 .1$ | Payment | $306-1.9 .1$ |
| $306-1.7 .2$ | Sewer Lateral with Private Replumbing | $306-1.9 .2$ |
| $306-1.7 .2 .1$ | location | $306-1.9 .2-1$ |
| $306-1.7 .2 .2$ | Permits | $306-1.9 .2-2$ |
| $306-1.7 .2 .3$ | Submittals | $306-1.9 .2-3$ |
| $306-1.7 .2 .4$ | Trenchless Construction | $306-1.9 .2-4$ |
| $306-1.7 .2 .5$ | Payment | $306-1.9 .2-5$ |
| $306-1.7 .3 .6$ | Private Pump Installation | $306-1.9 .2-6$ |
| $306-1.7 .3 .7$ | Payment | $306-1.9 .2-7$ |

306-1.1.1 General. ADD the following:
Build the Project in accordance with the water high lining phasing shown on the Plans and in phases as follows:

1. Phase I: Hidalgo Avenue
2. Phase II: Luna Avenue

306-1.6 Basis of Payment for Open Trench Installations. ADD the following:
Payment for imported backfill when the Contractor elects to import material from a source outside the project limits and when authorized by the Engineer shall be included in the Bid unit price for Imported Backfill. The price shall include the removal and disposal of unsuitable materials.

306-22 Pipe Fusion. DELETE in its entirety.

## SECTION 705 - WATER DISCHARGES

705-2.6.3 Community Health and Safety Plan. To the City Supplements, DLETE in its entirety and SUBSTITUTE with the following:

705-2.6.3 Community Health and Safety Plan. See 703-2, "Community Health and Safety Plan."

705-2.6.1 General. Paragraph (3), CORRECT reference to Section 803 to read "Section 703."

## SECTION 707 - RESOURCE DISCOVERIES

ADD:
707-1.1 Environmental Document. The City of San Diego Environmental Analysis Section (EAS) of the Development Services Department has prepared Mitigated Negative Declaration for Citywide Pipeline Projects, DEP No. 255100, as referenced in the Contract Appendix. You must comply with all requirements of the Mitigated Negative Declaration as set forth in the Contract Appendix A.

Compliance with the City's environmental document is included in the various Bid items, unless a bid item has been provided.

## END OF SUPPLEMENTARY SPECIAL PROVISIONS (SSP)

## SUPPLEMENTARY SPECIAL PROVISIONS

## APPENDICES

## APPENDIX A

## MITIGATED NEGATIVE DECLARATION

# MITIGATED NEGATIVE ECLARATION 

Project No. 255100
SCH No. 2011091045

SUBJECT: Citywide Pipeline Projects: COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for five four (5) (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, Sewer Group 787, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-ofWay (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA). Applicant: The City of San Diego Engineering and Capital Projects Department AND Public Utilities Department.

## Update 10/20/2011

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

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

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

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

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


#### Abstract

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


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

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

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

Appendix A - Mitigated Negative Declaration

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

## Harbor Drive Ptpeline (Project No. 206100)

The Harbon Drive Pipeline includes the replacement of 4.4 miles of 16 -inch carl iron $(\mathrm{Cl})$ and asbestos cemen (AC) pipe that comprises the Harbor Drive $1^{\text {st }}$ and $2^{\text {nd }}$ Pin innes (HD-1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main eplacement are the primary drivers for these projects, but due to the history of AC breaks in the area, approximately 1.0 mile of AC replacement is also incluted. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western moat part of the University Heights 390 Zone and the northern section of the Point Loma East 260 ) ne. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and thos segments are nta a part of the current scope. Previously replaced segments were 16 inch $\operatorname{DVC}$, except for the briage crossing which used 24 -inch CMLC. The pipeline is located entirel within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by tins project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Resecrans Street, Evergreen Styeet, Hugo Street, Locust Street, Canon Street, Avenida De Portuga, and Point Loma Avenue.

Mitigation for the Harbor Drive Pipeline: Historical Resources (Archacological Monitornag)

## Water Group 949 (Prorect No. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16 -inch cast iron water mains would be replace-in-place with new 16 -inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining $10,913 \mathrm{LF}$ of new 16 -inch PVC would be installed in new trenches. All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to, bird breeding season measures, avoidance of discharge into the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, $25^{\text {th }}$ Street, and $27^{\text {th }}$ Street.


#### Abstract

Mitigation Required for Water Group 949: This project would require the implementation of MHPA Land Use Adjacency Guidelines in the University and Clairemont Mesa Community Planning areas that are adjacent (within 100 feet) to the MHPA and Historical Resources (Built Environment) mitigation for the area of the project located within the Greater Golden Hill Historic District.


## SEWER GROUP 787 (PROTECT NO. 231928 )

Sewer Group 787 would consist of the replacement of 26,436 lineal feet (LF) of existing 16 -inch east iren sewer pipe with new 16 -inch pelyvinyl chloride (PVC) pipe within the existing trench. A tetal ef 1,267 LF of new 16 ineh PVC sewer alignmentwould be installed in new trenches. In addition, the project would abandon 1,606 LF of existing 16 inch cast iren pipe. The propesed project would be installed by conventional oxeavation (open trench) in trenehes frem-3-5 feet deep. The project would affeet the following streets and nearby-alleyways:- $42^{\text {nd }}$ Street, Momroe Avenue, Edgeware Road, Pelk Avenue, Orange Avente, Menlo Avenue, $47^{\text {TH }}$-Street, Dwight Street, Myrtle Avente, Manzanita Place, Heather Street, Dahlia Street, Peplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, $44^{\text {TH }}$ Street, Laurie Lane, and Roseview Place all within the City Heights and Kencington Talmalge Commity Planning Areas:

> Mitigation Required for Water Group 787: This project would require the implementation-of MHPA Land Use Adjaceney- Guidelines in the City Heights and Kensington- Talmadge Community Planning-areas that are adjaent (within 100 feet) to the MHPA, Historieat Resourees (Arehaeologieal and Paleontolegieal Monitoring).

## Wher Group 914 (PROJECT No. 233447)

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

[^1]
## SEWER AND WATER GRoUP 732 (ProJect No. 206610)

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

## Mitigation Required for Sewer and Water Group 732: Historical Resources (Archaedonical sal Paleontological Monitoring).

## Subsequent Pipeline Project Review (Long Term)

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

## I. PROJECT DESCRIPTION: See attached Initial Study.

## II. ENVIRONMENTAL SETTING: See attached Initial Study.

## III. DETERMINATION:

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

## IV. DOCUMENTATION:

The attached Initial Study documents the reasons to support the above Determination.
V. MITIGATION, MONITORNG AND REPORTING PROGRAM (MMRP):
A. GENERAL REQUIREMENTS - PART I

Plan Check Phase (prior to permit issuance)

1. Prior to Bid Opening/Bid Award or beginning any construction related activity on-site, the Development Services Department (DSD) Director's Environmental Designee (ED) shall review and approve all Construction Documents (CD) (plans, specification, details, etc.) to ensure the MMRP requirements have been incorporated.
2. In addition, the ED shall verify that the MMRP Conditions/Notes that apply ONLY to the construction phases of this project are included VERBATIM, under the heading, "ENVIRONMENTAL/MITIGATION REQUIREMENTS."
3. These notes must be shown within the first three (3) sheets of the construction documents in the format specified for engineering construction document templates as shown on the City website:
http://www.sandiego.gov/development-services/industry/standtemp.shtmI
4. The TITLE INDEX SHEET must also show on which pages the "Environmental/Mitigation Requirements" notes are provided.
B. GENERAL REQUIREMENTS - PART II

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

## 1. PRE CONSTRUCTION MEETING IS REQUIRED TEN (10) WORKING DAYS

 PRIOR TO BEGINNING ANY WORK ON THIS PROJECT. The PERMIT HOLDER/OWNER is responsible to arrange and perform this meeting by contacting the CITY RESIDENT ENGINEER (RE) of the Field Engineering Division and City staff from MITIGATION MONITORING COORDINATION (MMC). Attendees must also include the Permit holder's Representative(s), Job Site Superintendent and the following consultants as necessary:
## Biologist, Archaeologist, Native American Monitor, Historian and Paleontologist

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

CONTACT INFORMATION:
a) The PRIMARY POINT OF CONTACT is the RE at the Field Engineering Division 858-627-3200
b) For Clarification of ENVIRONMENTAL REQUIREMENTS, it is also required to call RE and MMC at 858-627-3360
2. MMRP COMPLIANCE: This Project, Project Tracking System (PTS) No. 255100, or for subsequent future projects the associated PTS No, shall conform to the mitigation requirements contained in the associated Environmental Document and implemented to the satisfaction of the DSD's ED, MMC and the City Engineer (RE). The requirements may not be reduced or changed but may be annotated (i.e. to explain when and how compliance is being met and location of verifying proof, etc.). Additional clarifying information may also be added to other relevant plan sheets and/or specifications as appropriate (i.e., specific locations, times of monitoring, methodology, etc

Note:
Permit Holder's Representatives must alert RE and MMC if there are any discrepancies in the plans or notes, or any changes due to field conditions. All conflicts must be approved by RE and MMC BEFORE the work is performed.
3. OTHER AGENCY REQUIREMENTS: Evidence that any other agency requirements or permits have been obtained or are in process shall be submitted to the RE and MMC for review and acceptance prior to the beginning of work or within one week of the Permit Holder obtaining documentation of those permits or requirements. Evidence shall include copies of permits, letters of resolution or other documentation issued by the responsible agency as applicable.
4. MONITORING EXHIBITS: All consultants are required to submit, to RE and MMC, a monitoring exhibit on a $11 \times 17$ reduction of the appropriate construction plan, such as site plan, grading, landscape, etc., marked to clearly show the specific areas including the LIMIT OF WORK, scope of that discipline's work, and notes indicating when in the construction schedule that work will be performed. When necessary for clarification, a detailed methodology of how the work will be performed shall be included.
5. OTHER SUBMITTALS AND INSPECTIONS: The Permit Holder/Owner's representative shall submit all required documentation, verification letters, and requests for all associated inspections to the RE and MMC for approval per the following schedule:

## Document Submittal/Inspection Checklist

Issue Area Document submittal_Associated Inspection/Approvals/Note

General Consultant Qualification Letters
General Consultant Const. Monitoring
Biology Biology Reports
Historical Historical Reports
Archaeology Archaeology Reports
Paleontology Paleontology Reports
Final MMRP

Prior to Pre-construction Mtg. Prior to or at Pre-Construction Mtg.
Limit of Work Verification
Historical observation (built envirnmt)
Archaeology observation
Paleontology observation
Final MMRP Inspection

## SPECIFIC MMRP ISSUE AREA CONDITIONS/REQUIREMENTS:

## A. Land Use [MUltiple Species Conservation Program (MSCP) For PROJECTS WITHIN 100 FEET OF THE MHPAl

## I. Prior to Permit Issuance

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

1. Land Development / Grading / Boundaries -MHPA boundaries on-site and adjacent properties shall be delineated on the CDs. The ED shall ensure that all grading is included within the development footprint, specifically manufactured slopes, disturbance, and development within or adjacent to the MHPA.
2. Drainage / Toxins -All new and proposed parking lots and developed area in and adjacent to the MHPA shall be designed so they do not drain directly into the MHPA, All developed and paved areas must prevent the release of toxins, chemicals, petroleum products, exotic plant materials prior to release by incorporating the use of filtration devices, planted swales and/or planted detention/desiltation basins, or other approved permanent methods that are designed to minimize negative impacts, such as excessive water and toxins into the ecosystems of the MHPA.
3. Staging/storage, equipment maintenance, and trash -All areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities are within the development footprint. Provide a note on the plans that states: "All construction related activity that may have potential for leakage or intrusion shall be monitored by the Qualified Biologist/Owners Representative to ensure there is no impact to the MHPA."
4. Barriers -All new development within or adjacent to the MHPA shall provide fencing or other City approved barriers along the MHPA boundaries to direct public access to appropriate locations, to reduce domestic animal predation, and to direct wildlife to appropriate corridor crossing. Permanent barriers may include, but are not limited to, fencing ( 6 -foot black vinyl coated chain link or equivalent), walls, rocks/boulders, vegetated buffers, and signage for access, litter, and educational purposes.
5. Lighting - All building, site, and landscape lighting adjacent to the MHPA shall be directed away from the preserve using proper placement and adequate shielding to protect sensitive habitat. Where necessary, light from traffic or other incompatible uses, shall be shielded from the MHPA through the utilization of including, but not limited to, earth berms, fences, and/or plant material.
6. Invasive Plants - Plant species within 100 feet of the MHPA shall comply with the Landscape Regulations (LDC142.0400 and per table 142-04F, Revegetation and Irrigation Requirements) and be non invasive. Landscape plans shall include a note that states: "The ongoing maintenance requirements of the property owner shall
prohibit the use of any planting that are invasive, per City Regulations, Standards, guidelines, etc., within 100 feet of the MHPA. "
7. Brush Management -All new development adjacent to the MHPA is set back from the MHPA to provide the required Brush Management Zone (BMZ) 1 area (LDC Sec. 142.0412) within the development area and outside of the MHPA. BMZ 2 may be located within the MHPA and the BMZ 2 management shall be the responsibility of a HOA or other private entity.
8. Noise- Due to the site's location adjacent to or within the MHPA, construction noise that exceeds the maximum levels allowed shall be avoided, during the breeding seasons for protected avian species such as: California Gnatcatcher (3/1-8/15); Least Bell's vireo (3/15-9/15); and Southwestern Willow Flycatcher (5/1-8/30). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys shall be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall be incorporated. Upon project submittal EAS shall determine which of the following project specific avian protocol surveys shall be required.

## COASTAL CALIFORNIA GNATCATCHER

NO CLEARING, GRUBBING, GRADING; OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 1 AND AUGUST 15, THE BREEDING SEASON OF THE COASTAL CALIFORNIA GNATCATCHER, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:
a. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE HABITAT AREAS WITHEN ADJACENT TO THE MHPA THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE COASTAL CALIFORNIA GNATCATCHER. SURVEYS FOR THE COASTAL CALIFORNIA GNATCATCHER SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. IF GNATCATCHERS ARE PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

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

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

> ACTIVITIES WOULD NOT EXCEED 60 dB(A) HOURLY AVERAGE AT THE EDGE OF OCCUPIED HABITAT MUST BE COMPLETED BY A QUALIFIED ACOUSTICIAN (POSSESSING CURRENT NOISE ENGNEER LICENSE OR REGISTRATION WITH MONITORING NOISE LEVEL EXPERIENCE WITH LISTED ANIMAL SPECIES) AND APPROVED BY THE CITY MANAGER AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES DURING THE BREEDING SEASON, AREAS RESTRICTED FROM SUCH ACTIVITIES SHALL BE STAKED OR FENCED UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR
2. AT LEAST TWO WEEKS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, UNDER THE DIRECTION OF A QUALIFIED ACOUSTICIAN, NOISE ATTENUATION MEASURES (e.g., BERMS, WALLS) SHALL BE IMPLEMENTED TO ENSURE THAT NOISE LEVELS RESULTING FROM CONSTRUCTION ACTIVITIES WILL NOT EXCEED $60 \mathrm{~dB}(A)$ HOURLY AVERAGE AT THE EDGE OF HABITAT OCCUPIED BY THE COASTAL CALIFORNIA GNATCATCHER. CONCURRENT WITH THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND THE CONSTRUCTION OF NECESSARY NOISE ATTENUATION FACILITIES, NOISE MONITORING* SHALL BE CONDUCTED AT THE EDGE OF THE OCCUPIED HABITAT AREA TO ENSURE THAT NOISE LEVELS DO NOT EXCEED $60 \mathrm{~dB}(\mathrm{~A})$ HOURLY AVERAGE. IF THE NOISE ATTENUATION TECHNIQUES IMPLEMENTED ARE DETERMINED TO BE INADEQUATE BY THE QUALIFIED ACOUSTICLAN OR BIOLOGIST, THEN THE ASSOCIATED CONSTRUCTION ACTIVITIES SHALL CEASE UNTIL SUCH TIME THAT ADEQUATE NOISE ATTENUATION IS ACHIEVED OR UNTIL THE END OF THE BREEDING SEASON (AUGUST 16).

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.
b. IF COASTAL CALIFORNIA GNATCATCHERS ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 1 AND AUGUST 15 AS FOLLOWS:

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

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

NO CLEARING, GRUBBING, GRADING, OR OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR BETWEEN MARCH 15 AND SEPTEMBER 15, THE BREEDING SEASON OF THE LEAST BELL'S VIREO, UNTIL THE FOLLOWING REQUIREMENTS HAVE BEEN MET TO THE SATISFACTION OF THE CITY MANAGER:
A. A QUALIFIED BIOLOGIST (POSSESSING A VALID ENDANGERED SPECIES ACT SECTION 10(a)(1)(A) RECOVERY PERMIT) SHALL SURVEY THOSE WETLAND AREAS THAT WOULD BE SUBJECT TO CONSTRUCTION NOISE LEVELS EXCEEDING 60 DECIBELS [dB(A)] HOURLY AVERAGE FOR THE PRESENCE OF THE LEAST BELL'S VIREO. SURVEYS FOR THE THIS SPECIES SHALL BE CONDUCTED PURSUANT TO THE PROTOCOL SURVEY GUIDELINES ESTABLISHED BY THE U.S. FISH AND WILDLIFE SERVICE WITHIN THE BREEDING SEASON PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. IF THE LEAST BELL'S VIREO IS PRESENT, THEN THE FOLLOWING CONDITIONS MUST BE MET:

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

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

## UNDER THE SUPERVISION OF A QUALIFIED BIOLOGIST; OR

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

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

* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.
B. IF LEAST BELL'S VIREO ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MARCH 15 AND SEPTEMBER 15 AS FOLLOWS:
I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR LEAST BELL'S VIREO TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.


## SOUTHWESTERN WILLOW FLYCATCHER (Federally Endangered)

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

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

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

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

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


#### Abstract

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


* Construction noise monitoring shall continue to be monitored at least twice weekly on varying days, or more frequently depending on the construction activity, to verify that noise levels at the edge of occupied habitat are maintained below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. If not, other measures shall be implemented in consultation with the biologist and the City Manager, as necessary, to reduce noise levels to below $60 \mathrm{~dB}(\mathrm{~A})$ hourly average or to the ambient noise level if it already exceeds $60 \mathrm{~dB}(\mathrm{~A})$ hourly average. Such measures may include, but are not limited to, limitations on the placement of construction equipment and the simultaneous use of equipment.
B. IF SOUTHWESTERN WILLOW FLYCATCHER ARE NOT DETECTED DURING THE PROTOCOL SURVEY, THE QUALIFIED BIOLOGIST SHALL SUBMIT SUBSTANTIAL EVIDENCE TO THE CITY MANAGER AND APPLICABLE RESOURCE AGENCIES WHICH DEMONSTRATES WHETHER OR NOT MITIGATION MEASURES SUCH AS NOISE WALLS ARE NECESSARY BETWEEN MAY 1 AND SEPTEMBER 1 AS FOLLOWS:
I. IF THIS EVIDENCE INDICATES THE POTENTIAL IS HIGH FOR SOUTHWESTERN WILLOW FLYCATCHER TO BE PRESENT BASED ON HISTORICAL RECORDS OR SITE CONDITIONS, THEN CONDITION A.III SHALL BE ADHERED TO AS SPECIFIED ABOVE.
II. IF THIS EVIDENCE CONCLUDES THAT NO IMPACTS TO THIS SPECIES ARE ANTICIPATED, NO MITIGATION MEASURES WOULD BE NECESSARY.
II. Prior to Start of Construction


## A. Preconstruction Meeting

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

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

## III. During Construction

A. The Qualified Biologist/Owners Representative, shall verify that all construction related activities taking place or adjacent to the MHPA are consistent with the CDs, the MSCP/MHPA Land Use Adjacency Guidelines. The Qualified Biologist/Owners Representative shall monitor and ensure that:

1. Land Development/Grading Boundaries - The MHPA boundary and the limits of grading shall be clearly delineated by a survey crew prior to brushing, clearing, or grading. Limits shall be defined with orange construction fence and a siltation fence (can be combined) under the supervision of the Qualified Biologist/Owners Representative who shall provide a letter of verification to RE/MMC that all limits were marked as required. Withiadjacent to the MHPA, all manufactured slopes associated with site development shall be included within the development footprint.
2. Drainage/Toxics - No Direct drainage into the MHPA shall occur during or after construction and that filtration devices, swales and/or detention/desiltation basins that drain into the MHPA are functioning properly during construction, and that permanent maintenance after construction is addressed. These systems should be maintained approximately once a year, or as often a needed, to ensure proper functioning. Maintenance should include dredging out sediments if needed, removing exotic plant materials, and adding chemical-neutralizing compounds (e.g. clay compounds) when necessary and appropriate.
3. Staging/storage, equipment maintenance, and trash - Identify all areas for staging, storage of equipment and materials, trash, equipment maintenance, and other construction related activities on the monitoring exhibits and verify that they are within the development footprint. Comply with the applicable notes on the plans
4 Barriers - New development adjacent to the MHPA provides city approved barriers along the MHPA boundaries
4. Lighting - Periodic night inspections are performed to verify that all lighting adjacent to the MHPA is directed away from preserve areas and appropriate placement and shielding is used.
5. Invasives - No invasive plant species are used or adjacent (within 100 feet) to the MHPA and that within the MIPA, all plant species must be native.
6. Brush Management - BMZ1 is within the development footprint and outside of the MHPA, and that maintenance responsibility for the BMZ 2 located within the MHPA is identified as the responsibility of an HOA or other private entity.
7. Noise - For any area of the site that is adjacent to the MHPA, construction noise that exceeds the maximum levels allowed, shall be avoided, during the breeding seasons, for protected avian species such as: California Gnatcatcher (3/18/15); Least Bell's vireo (3/15-9/15); and Southwestern Willow Flycatcher (5/1$8 / 30$ ). If construction is proposed during the breeding season for the species, U.S. Fish and Wildlife Service protocol surveys will be required in order to determine species presence/absence. When applicable, adequate noise reduction measures shall
be incorporated.

## IV. Post Construction

A. Preparation and Submittal of Monitoring Report

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

## B. Historical Resources (Archaeology)

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

A. Entitlements Plan Check

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

## II. Prior to Start of Construction

A. Verification of Records Search

1. The PI shall provide verification to MMC that a site specific records search ( $1 / 4$ mile radius) has been completed. Verification includes, but is not limited to a copy of a confirmation letter from South Coastal Information Center, or, if the search was inhouse, a letter of verification from the PI stating that the search was completed.
2. The letter shall introduce any pertinent information concerning expectations and probabilities of discovery during trenching and/or grading activities.
3. The PI may submit a detailed letter to MMC requesting a reduction to the $1 / 4$ mile radius.
B. PI Shall Attend Precon Meetings
4. Prior to beginning any work that requires monitoring; the Applicant shall arrange a Precon Meeting that shall include the PI, Native American consultant/monitor (Where Native American resources may be impacted), Construction Manager ( $\mathrm{G}_{8} \mathrm{Y}_{\mathrm{p}}$ ) age
and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified Archaeologist and Native American Monitor shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Archaeological Monitoring program with the Construction Manager and/or Grading Contractor.
a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
5. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the archaeological monitoring program.
6. Identify Areas to be Monitored
b. Prior to the start of any work that requires monitoring, the PI shall submit an Archaeological Monitoring Exhibit (AME) (with verification that the AME has been reviewed and approved by the Native American consultant/monitor when Native American resources may be impacted) based on the appropriate construction documents (reduced to $11 \times 17$ ) to MMC identifying the areas to be monitored including the delineation of grading/excavation limits.
c. The AME shall be based on the results of a site specific records search as well as information regarding the age of existing pipelines, laterals and associated appurtenances and/or any known soil conditions (native or formation).
d. MMC shall notify the PI that the AME has been approved.
7. When Monitoring Will Occur
a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction documents which indicate conditions such as age of existing pipe to be replaced, depth of excavation and/or site graded to bedrock, etc., which may reduce or increase the potential for resources to be present.
8. Approval of AME and Construction Schedule After approval of the AME by MMC, the PI shall submit to MMC written authorization of the AME and Construction Schedule from the CM.

## III. During Construction

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

1. The Archaeological Monitor shall be present full-time during all soil disturbing and grading/excavation/trenching activities which could result in impacts to archaeological resources as identified on the AME. The Construction Manager is responsible for notifying the $\mathrm{RE}, \mathrm{PI}$, and MMC of changes to any construction activities such as in the case of a potential safety concern within the area being monitored. In certain circumstances OSHA safety requirements may necessitate modification of the AME.
2. The Native American consultant/monitor shall determine the extent of their presence during soil disturbing and grading/excavation/trenching activities based on the AME and provide that information to the PI and MMC. If prehistoric resources are
encountered during the Native American consultant/monitor's absence, work shall stop and the Discovery Notification Process detailed in Section III.B-C and IV.A-D shall commence.
3. The PI may submit a detailed letter to MMC during construction requesting a modification to the monitoring program when a field condition such as modern disturbance post-dating the previous grading/tienching activities, presence of fossii formations, or when native soils are encountered that may reduce or increase the potential for resources to be present.
4. The archaeological and Native American consultant/monitor shall document field activity via the Consultant Site Visit Record (CSVR). The CSVR's shall be faxed by the CM to the RE the first day of monitoring, the last day of monitoring, monthly (Notification of Monitoring Completion), and in the case of ANY discoveries. The RE shall forward copies to MMC.
B. Discovery Notification Process
5. In the event of a discovery, the Archaeological Monitor shall direct the contractor to temporarily divert all soil disturbing activities, including but not limited to digging, trenching, excavating or grading activities in the area of discovery and in the area reasonably suspected to overlay adjacent resources and immediately notify the RE or BI, as appropriate.
6. The Monitor shall immediately notify the PI (unless Monitor is the PI) of the discovery.
7. The PI shall immediately notify MMC by phone of the discovery, and shall also submit written documentation to MMC within 24 hours by fax or email with photos of the resource in context, if possible.
8. No soil shall be exported off-site until a determination can be made regarding the significance of the resource specifically if Native American resources are encountered.
C. Determination of Significance
9. The PI and Native American consultant/monitor, where Native American resources are discovered shall evaluate the significance of the resource. If Human Remains are involved, follow protocol in Section IV below.
a. The PI shall immediately notify MMC by phone to discuss significance determination and shall also submit a letter to MMC indicating whether additional mitigation is required.
b. If the resource is significant, the PI shall submit an Archaeological Data Recovery Program (ADRP) and obtain written approval of the program from MMC, CM and RE. ADRP and any mitigation must be approved by MMC, RE and/or CM before ground disturbing activities in the area of discovery will be allowed to resume. Note: If a unique archaeological site is also an historical resource as defined in CEQA Section 15064.5, then the limits on the amount(s) that a project applicant may be required to pay to cover mitigation costs as indicated in CEQA Section 21083.2 shall not apply.
(1). Note: For pipeline trenching and other linear projects in the public Right-of-Way, the PI shall implement the Discovery Process for Pipeline Trenching projects identified below under "D."
c. If the resource is not significant, the PI shall submit a letter to MMC indicating that artifacts will be collected, curated, and documented in the Final Monitoring Report. The letter shall also indicate that that no further work is required.
(1). Note: For Pipeline Trenching and other linear projects in the public Right-of-Way, if the deposit is limited in size, both in length and depth; the information value is limited and is not associated with any other resource; and there are no unique features/artifacts associated with the deposit, the discovery should be considered not significant.
(2). Note, for Pipeline Trenching and other linear projects in the public Right-of-Way, if significance cannot be determined, the Final Monitoring Report and Site Record (DPR Form 523A/B) shall identify the discovery as Potentially Significant.
D. Discovery Process for Significant Resources - Pipeline Trenching and other Linear Projects in the Public Right-of-Way
The following procedure constitutes adequate mitigation of a significant discovery encountered during pipeline trenching activities or for other linear project types within the Public Right-of-Way including but not limited to excavation for jacking pits, receiving pits, laterals, and manholes to reduce impacts to below a level of significance:
10. Procedures for documentation, curation and reporting
a. One hundred percent of the artifacts within the trench alignment and width shall be documented in-situ, to include photographic records, plan view of the trench and profiles of side walls, recovered, photographed after cleaning and analyzed and curated. The remainder of the deposit within the limits of excavation (trench walls) shall be left intact.
b. The PI shall prepare a Draft Monitoring Report and submit to MMC via the RE as indicated in Section VI-A.
c. The PI shall be responsible for recording (on the appropriate State of California Department of Park and Recreation forms-DPR $523 \mathrm{~A} / \mathrm{B}$ ) the resource(s) encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines. The DPR forms shall be submitted to the South Coastal Information Center for either a Primary Record or SDI Number and included in the Final Monitoring Report.
d. The Final Monitoring Report shall include a recommendation for monitoring of any future work in the vicinity of the resource.

## IV. Discovery of Human Remains

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

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

## V. Night and/or Weekend Work

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

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

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

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

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction and IV-Discovery of Human Remains shall be followed.
d. The PI shall immediately contact the RE and MMC, or by 8 AM of the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.
C. All other procedures described above shall apply, as appropriate.

## VI. Post Construction

A. Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Historical Resources Guidelines (Appendix C/D) which describes the results, analysis, and conclusions of all phases of the Archaeological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring. It should be noted that if the PI is unable to submit the Draft Monitoring Report within the allotted 90 -day timeframe as a result of delays with analysis, special study results or other complex issues, a schedule shall be submitted to MMC establishing agreed due dates and the provision for submittal of monthly status reports until this measure can be met.
a. For significant archaeological resources encountered during monitoring, the Archaeological Data Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
b. Recording Sites with State of California Department of Parks and Recreation The PI shall be responsible for recording (on the appropriate State of California
Department of Park and Recreation forms-DPR $523 \mathrm{~A} / \mathrm{B}$ ) any significant or potentially significant resources encountered during the Archaeological Monitoring Program in accordance with the City's Historical Resources Guidelines, and submittal of such forms to the South Coastal Information Center with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MiviC shali notify the RE or Bi, as appropriate, of receipt of ail Draft Monitoring Report submittals and approvals.
B. Handling of Artifacts
6. The PI shall be responsible for ensuring that all cultural remains collected are cleaned and catalogued
7. The PI shall be responsible for ensuring that all artifacts are analyzed to identify function and chronology as they relate to the history of the area; that faunal material is identified as to species; and that specialty studies are completed, as appropriate.
C. Curation of artifacts: Accession Agreement and Acceptance Verification
8. The PI shall be responsible for ensuring that all artifacts associated with the survey, testing and/or data recovery for this project are permanently curated with an appropriate institution. This shall be completed in consultation with MMC and the Native American representative, as applicable.
9. When applicable to the situation, the PI shall include written verification from the Native American consultant/monitor indicating that Native American resources were treated in accordance with state law and/or applicable agreements. If the resources were reinterred, verification shall be provided to show what protective measures were taken to ensure no further disturbance occurs in accordance with Section IV Discovery of Human Remains, Subsection C.
10. The PI shall submit the Accession Agreement and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
11. The RE or BI, as appropriate shall obtain signature on the Accession Agreement and shall return to PI with copy submitted to MMC.
12. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
D. Final Monitoring Report(s)
13. The PI shall submit one copy of the approved Final Monitoring Report to the RE or BI as appropriate, and one copy to MMC (even if negative), within 90 days after notification from MMC of the approved report.
14. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## C. Paleontological Resources

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

A. Entitlements Plan Check

1. Prior to permit issuance or Bid Opening/Bid Award, whichever is applicable ${ }_{2}$ the Assistant Deputy Director (ADD) Environmental designee shall verify that the requirements for Paleontological Monitoring have been noted on the appropriate construction documents.
B. Letters of Qualification have been submitted to ADD
2. Prior to Bid Award, the applicant shall submit a letter of verification to Mitigation Appendix A -Mpnitering Goprdination(MMC) identifying the Principal Investigator (PI) forfthePage Water Group 958
project and the names of all persons involved in the paleontological monitoring program, as defined in the City of San Diego Paleontology Guidelines.
3. MMC will provide a letter to the applicant confirming the qualifications of the PI and all persons involved in the paleontological monitoring of the project.
4. Prior to the start of work, the applicant shall obtain approval from MMC for any personnel changes associated with the monitoring program.

## II. Prior to Start of Construction

## A. Verification of Records Search

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

## B. PI Shall Attend Precon Meetings

1. Prior to beginning any work that requires monitoring, the Applicant shall arrange a Precon Meeting that shall include the PI, Construction Manager (CM) and/or Grading Contractor, Resident Engineer (RE), Building Inspector (BI), if appropriate, and MMC. The qualified paleontologist shall attend any grading/excavation related Precon Meetings to make comments and/or suggestions concerning the Paleontological Monitoring program with the Construction Manager and/or Grading Contractor.
a. If the PI is unable to attend the Precon Meeting, the Applicant shall schedule a focused Precon Meeting with MMC, the PI, RE, CM or BI, if appropriate, prior to the start of any work that requires monitoring.
2. Acknowledgement of Responsibility for Curation (CIP or Other Public Projects) The applicant shall submit a letter to MMC acknowledging their responsibility for the cost of curation associated with all phases of the paleontological monitoring program.
3. Identify Areas to be Monitored
a. a. Prior to the start of any work that requires monitoring, the PI shall submit a Paleontological Monitoring Exhibit (PME) based on the appropriate construction documents (reduced to $11 \times 17$ ) to MMC for approval identifying the areas to be monitored including the delineation of grading/excavation limits. Monitoring shall begin at depths below 10 feet from existing grade or as determined by the PI in consultation with MMC. The determination shall be based on site specific records search data which supports monitoring at depths less than ten feet.
b. b. The PME shall be based on the results of a site specific records search as well as information regarding existing known soil conditions (native or formation).
c. c. MMC shall notify the PI that the PME has been approved.
d. 4. When Monitoring Will Occur
a. Prior to the start of any work, the PI shall also submit a construction schedule to MMC through the RE indicating when and where monitoring will occur.
b. The PI may submit a detailed letter to MMC prior to the start of work or during construction requesting a modification to the monitoring program. This request shall be based on relevant information such as review of final construction
documents which indicate conditions such as depth of excavation and/or site graded to bedrock, presence or absence of fossil resources, etc., which may reduce or increase the potential for resources to be present.
4. Approval of PME and Construction Schedule

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

## III. During Construction

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

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

## B. Discovery Notification Process

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

## IV. Night and/or Weekend Work

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

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

## a. No Discoveries

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

All discoveries shall be processed and documented using the existing procedures detailed in Sections III - During Construction.
c. Potentially Significant Discoveries

If the PI determines that a potentially significant discovery has been made, the procedures detailed under Section III - During Construction shail be followed.
d. The PI shall immediately contact the RE and MMC, or by 8 AM on the next business day to report and discuss the findings as indicated in Section III-B, unless other specific arrangements have been made.
B. If night and/or weekend work becomes necessary during the course of construction

1. The Construction Manager shall notify the RE, or BI, as appropriate, a minimum of 24 hours before the work is to begin.
2. The RE, or BI, as appropriate, shall notify MMC immediately.
C. All other procedures described above shall apply, as appropriate.

## V. Post Construction

A. Preparation and Submittal of Draft Monitoring Report

1. The PI shall submit two copies of the Draft Monitoring Report (even if negative), prepared in accordance with the Paleontological Guidelines which describes the results, analysis, and conclusions of all phases of the Paleontological Monitoring Program (with appropriate graphics) to MMC via the RE for review and approval within 90 days following the completion of monitoring,
a. For significant paleontological resources encountered during monitoring, the Paleontological Recovery Program or Pipeline Trenching Discovery Process shall be included in the Draft Monitoring Report.
b. Recording Sites with the San Diego Natural History Museum The PI shall be responsible for recording (on the appropriate forms) any significant or potentially significant fossil resources encountered during the Paleontological Monitoring Program in accordance with the City's
Paleontological Guidelines, and submittal of such forms to the San Diego Natural History Museum with the Final Monitoring Report.
2. MMC shall return the Draft Monitoring Report to the PI via the RE for revision or, for preparation of the Final Report.
3. The PI shall submit revised Draft Monitoring Report to MMC via the RE for approval.
4. MMC shall provide written verification to the PI of the approved report.
5. MMC shall notify the RE or BI, as appropriate, of receipt of all Draft Monitoring Report submittals and approvals.
B. Handling of Fossil Remains
6. The PI shall be responsible for ensuring that all fossil remains collected are cleaned and catalogued.
C. Curation of artifacts: Deed of Gift and Acceptance Verification
7. The PI shall be responsible for ensuring that all fossil remains associated with the monitoring for this project are permanently curated with an appropriate institution.
8. The PI shall submit the Deed of Gift and catalogue record(s) to the RE or BI, as appropriate for donor signature with a copy submitted to MMC.
9. The RE or BI, as appropriate shall obtain signature on the Deed of Gift and shall return to PI with copy submitted to MMC.
10. The PI shall include the Acceptance Verification from the curation institution in the Final Monitoring Report submitted to the RE or BI and MMC.
D. Final Monitoring Report(s)
11. The PI shall submit two copies of the Final Monitoring Report to MMC (even if negative), within 90 days after notification from MMC of the approved report.
12. The RE shall, in no case, issue the Notice of Completion until receiving a copy of the approved Final Monitoring Report from MMC which includes the Acceptance Verification from the curation institution.

## D. Historical Resources (Built Environment)

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

The project is located within the [[insert District name]] Historic District, bounded by [[enter District boundary]] All work within the District boundary must be consistent with the City's Historical Resources Regulations, the U.S. Secretary of the Interior's Standards and the [[enter district guidelines if applicable]] District Design Guidelines. The following mitigation measures are required within the District boundary and shall ensure consistency with these regulations, Standards and guidelines.
A. Prior to beginning any work at the site, a Pre Construction meeting that includes Historic Resources and MMC staff shall be held at the project site to review these mitigation measures and requirements within the District boundary.
B. A Historic Sidewalk Stamp Inventory prepared by a qualified historic consultant or archaeologist and approved by HRB staff is required prior to the Pre-Construction (PreCon) meeting. The Inventory shall include photo documentation of all existing stamps within the project area keyed to a project site plan.
C. Existing sidewalk stamps shall be preserved in place. Where existing sidewalk stamps must be impacted to accommodate right-of-way improvements, the following actions are required:

1. A mold of the sidewalk stamp will be made to allow reconstruction of the stamp if destroyed during relocation.
2. The sidewalk stamp shall be saw-cut to preserve the stamp in its entirety; relocated as near as possible to the original location; and set in the same orientation.
3. If the sidewalk stamp is destroyed during relocation, a new sidewalk stamp shall be made from the mold taken and relocated as near as possible to the original location and set in the same orientation.
D. No new sidewalk stamps shall be added by any contactor working on the project.
E. Existing historic sidewalk, parkway and street widths shall be maintained. Any work that requires alteration of these widths shall be approved by Historic Resources staff.
F. Existing historic curb heights and appearance shall be maintained. Any work that requires alteration of the existing height or appearance shall be approved by Historic
G. Sections of sidewalk which may be impacted by the project shall be replaced in-kind to match the historic color, texture and scoring pattern of the original sidewalks. If the original color, scoring pattern or texture is not present at the location of the impact, the historically appropriate color, texture and scoring pattern found throughout the district shall be used.
H. Truncated domes used at corner curb ramps shall be dark gray in color.
I. Existing historic lighting, such as acorn lighting shall remain. New lighting shall be consistent with existing lighting fixtures, or fixtures specified in any applicable District Design Guidelines.
J. Existing mature street trees shall remain. New street trees shall be consistent with the prevalent mature species in the District and/or species specified in any applicable District Design Guidelines.
K. Any walls located within the right-of-way or on private property are considered historic and may not be impacted without prior review and approval by Historic Resources staff.

## VI. PUBLIC REVIEW DISTRIBUTION:

Draft copies or notice of this Mitigated Negative Declaration were distributed to:
United States Government
Fish and Wildlife Service (23)
MCAS Miramar (13)
Naval Facilities Engineering Command Southwest (8)

## State of California

Department of Fish and Game (32A)
State Clearing House (46)
Resources Agency (43)
Native American Heritage Commission (56)
State Historic Preservation Officer (41)
Regional Water Quality Control Board (44)
Water Resources (45)
Water Resources Control Board (55)
Coastal Commission (48)
Caltrans District 11 (31)
County of San Diego
Department of Environmental Health (75)
Planning and Land Use (68)
Water Authority (73)
City of San Diego
Office of the Mayor (91)
Council President Young, District 4 (MS 10A)
Councilmember Lightner, District 1 (MS 10A)
Councilmember Faulconer, District 2 (MS 10A)
Councilmember Gloria, District 3 (MS 10A)


Councilmember Zapf, District 6 (MS 10A)
Councilmember Emerald, District 7 (MS 10A)
Councilmember Alvarez, District 8 (MS 10A)
Historical Resource Board (87)
City Attorney (MS 56A)
Shannon Thomas (MS 93C)
Engineering and Capital Projects
Marc Cass (MS 908A)
Allison Sherwood (MS 908A)
Matthew DeBeliso (MS 908A)
Akram Bassyouni (MS 908A)
Michael Ninh (MS 908A)
Roman Anissi (MS 908A)
Daniel Tittle (MS 908A)
Development Services Department
Myra Herrmann (MS 501)
Kristen Forburger (MS 401)
Jeanne Krosch (MS 401)
Kelley Stanco (MS 501)
Library Dept.-Gov. Documents MS 17 (81)
Balboa Branch Library (81B)
Beckwourth Branch Library (81C)
Benjamin Branch Library (81D)
Carmel Mountain Ranch Branch (81E)
Carmel Valley Branch Library (81F)
City Heights/Weingart Branch Library (81G)
Clairemont Branch Library ( 81 H )
College-Rolando Branch Library (81I)
Kensington-Normal Heights Branch Library (81K)
La Jolla/Riford branch Library (81L)
Linda Vista Branch Library (81M)
Logan Heights Branch Library (81N)
Malcolm X Library \& Performing Arts Center (810)
Mira Mesa Branch Library (81P)
Mission Hills Branch Library (81Q)
Mission Valley Branch Library (81R)
North Clairemont Branch Library (81S)
North Park Branch Library (81T)
Oak Park Branch Library (81U)
Ocean Beach Branch Library (81V)
Otay Mesa-Nestor Branch Library (81W)
Pacific Beach/Taylor Branch Library (81X)
Paradise Hills Branch Library (81Y)
Point Loma/Hervey Branch Library (81Z)
Rancho Bernardo Branch Library (81AA)
Rancho Peñasquitos Branch Library (81BB)
San Carlos Branch Library (81DD)
San Ysidro Branch Library (81EE)
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Tierrasanta Branch Library (81II)
University Community Branch Library (81JJ)
University Heights Branch Library ( 81 KK )
Malcolm A. Love Library (457)
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Ballboa Park Committee ( $226+226 \mathrm{~A}$ )
Black Mountain Ranch -Subarea I (226C)
Otay Mesa - Nestor Planning Committee (228)
Otay Mesa Planning Committee (235)
Clairemont Mesa Planning Committee (248)
Greater Golden Hill Planning Committee (259)
Serra Mesa Planning Group (263A)
Kearny Mesa Community Planning Group (265)
Linda Vista Community Planning Committee (267)
La Jolla Community Planning Association (275)
City Heights Area Planning Committee (287)
Kensington-Talmadge Planning Committee (290)
Normal Heights Community Planning Committee (291)
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North Bay Community Planning Group (307)
Mira Mesa Community Planning Group (310)
Mission Beach Precise Planning Board (325)
Mission Valley Unified Planning Organization (331)
Navajo Community Planners Inc. (336)
Carmel Valley Community Planning Board (350)
Del Mar Mesa Community Planning Board (361)
Greater North Park Planning Committee (363)
Ocean Beach Planning Board (367)
Old Town Community Planning Committee (368)
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Pacific Highlands Ranch - Subarea III (377A)
Rancho Peñasquitos Planning Board (380)
Peninsula Community Planning Board (390)
Rancho Bernardo Community Planning Board (400)
Sabre Springs Community Planning Group (406B)
Sabre Springs Community Planning Group (407)
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San Ysidro Planning and Development Group (433)
Scripps Ranch Community Planning Group (437)
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Skyline - Paradise Hills Planning Committee (443)
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University City Community Planning Group (480)
Uptown Planners (498)
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Harborview Community Council (246)
Carmel Mountain Ranch Community Council (344)
Clairemont Town Council (257)
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Rolando Community Council (288)
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Webster Community Council (301)
Darnell Community Council (306)
La Jolla Town Council (273)
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San Diego transit Corporation (112)
San Diego Gas \& Electric (114)
Metropolitan Transit Systems (115)
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San Diego Community College District (133)
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Sierra Club (165)
San Diego Canyonlands (165A)
San Diego Natural History Museum (166)
San Diego Audubon Society (167)
Jim Peugh (167A)
California Native Plant Society (170)
San Diego Coastkeeper (173)
Endangered Habitat League (182 and 182A)
South Coastal Information Center @ San Diego State University (210)

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

## VII. RESULTS OF PUBLIC REVIEW:

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

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


Myratormanir, Senior Planner
Development Services Department

September 14, 2011
Date of Draft Report

October 24, 2011
Date of Final Report

Analysts; J. Szymanski/M. Herrmann
Appendix A - Mitigated Negative Declaration

Attachments:
Figure 1 - Harbor Drive Pipeline Location Map Figure 2 - Water Group 949 Site 1 Location Map Figure 3- Water Group 949 Site 2 Location Map
Figure 4- Water Group 949 Site 3 Location Map
Figure 5- Sewer Group 787 Location Map
Figure 6- Water Group 914 Location Map
Figure 7-Sewer and Water Group 732 Location Map Figure 8-Water Group 949-Site 2 with the MHPA Initial Study Checklist
SINGINLOD OL GSNOdSTY
CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)
Comment acknowledged no response is necessary.



SLINGWNOO OL GSNOASTH
4. Comment noted. Staff acknowledges that Native American cultural resources have been
identified within several areas of the City of San Diego. Archaeological and Native American
monitoring has been included as mitigation within the MND and would preclude a substantial
adverse change in the significance of historical resources.
5. Comment noted. The draft MND was sent to all individuals on the recommended list from, the
NAHC, with the exception of the lnter-Tribal Cultural Resource Council. This new group will
be included in the distribution of the final MND and will also added the City's shist for
distribution of draft environmental documents which inciude a discussion of archaeological
and/or Native American cultural resources.
Early consultation with Native American tribes in your area is the best way to avoid
Unanticipated discoveries of cultural resources or burial sites once a project is underway. significance of the historic properties in the project area (e.g. APE). We strongly urge that you
The NAHC "Sacred Sites,' as defined by the Native American Heritage Commission and the Califomia Legisiature in California Pubic Resaurces Code $\$ 35097.94$ (a) and 5097.9
ttems in the NAHC Sacred Lands Inventory are confidential and exempt from the Public
Records Act pursuant to Calfornia Government Code §6254 (r).

This letter includes state and federal statutes relating to Native American
The Native American Heritage Commission (NAHC), the State of California

## Dear Mr: SZymanski:

Septamber 27, 2011
$10 / 13 / 2011$
RECENVT
SEP 292011
STATE CLEARING HOUSE
STATE CLEARING HOUSE

| Re: SCHF2011091045; CEQA Notice of Completion; proposed Militigated Neqative <br> Declaration for the "Ciltywide Plpeline Profects 2011, City Prolect No. 255100;" located in the City of San Diego: San Dieao County, Califomia. <br> Dear Mr: Szymanski: <br> The Native American Heritage Commission (NAHC), the State of California <br> 'Trustee Agency' for the protection and preservation of Native American cultural resources pursuant to California Public Resources Code $\$ 21070$ and affirmed by the Third Appellate Court in the case of EPIC v. Johnson (1985: 170 Cal App. $3^{\text {rd }}$ B04). The NAHC wishes to comment on the proposed project. <br> This letter includes state and federal statutes relating to Native American historic properties of religious and cultural signlicance to American Indian tribes and interested Native Amsrican individuals as 'consulting parties' under both state and federal law, State law also addresses the freedom of Native American Religious Expression in Public Resources Code §5097.9. |
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§5097.9.


| 6. | Please see Response to Comment 5. In addition, the MND includes mitigation requirements that would require the preparation of background research including a $1 / 4$ mile radius archaeological record search at the South Coastal Information Center prior to the commencement of construction. The record search of the surrounding area would provide the historic context and inform the consultant of the cultural landscape for the APE of the project. |
| :---: | :---: |
|  | Comment acknowleciged. |
| 8. | Please see Section III and IV of the MMRP under Historical Resources (Archaeology). Mitigation measures are in place in case of discovery of human remains and archaeological resources during construction that would ensure compliance with Public Resources Code Section 5097.98, California Goverment Code $\delta 27491$ and Health and Safety Code Section 7050.5 |
| 9. | Comment noted. The City has gone to great efforts to establish and maintain productive working relationships with the Native American community. |

[^2]RESPONSE TO COMMENTS
NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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RESPONSE TO COMMENTS
NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued

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RESFONSE TO COMMENTS
NATIVE AMERICAN HERITAGE COMMISSION (9/29/2011) continued


| लative Ambican bloniacas San Diego County September 27, 2011 |  |  |  |
| :---: | :---: | :---: | :---: |
| Jarona Group of the Capitan Grande Idwin Romero, Chairperson |  | Sycuan Band of the Kumeyaay Nation Danny Tucker, Chairperson |  |
| 095 Barona Road | Diegueno | 5459 Sycuan Road | Diegueno/Kurneyaay |
| uederona-nsn.gov |  | ssilva@sycuan-nsn.gov |  |
| (319) 9 c43-6612 |  | 619 445-2613 |  |
| -319-443-0681 |  |  |  |
|  |  |  |  |
| aposta Band of Mission Indians avendolyn Parada, Chairperson |  | Viejas Band of Kumeyaay Indians |  |
|  |  |  |  |
| "OPEOx 1120 | Diegueno/Kumeyaay | PO Box 908 | Dlegueno/Kumeyaay |
| Bouldyard , CA 91905 |  | Alpine . CA 91903 |  |
| 3parada@lapostacasino. |  | Jrothauff ©viejas-ısn.gov |  |
| (519) 4 48-2113 |  | (619) 445-3810 |  |
| 319-d ${ }_{\text {7 }}^{\text {d }}$ 8-2125 |  | (619) 445-5337 Fax |  |
| (10) |  |  |  |
| Sian Pasqual Band of Missior | Indians | Kumeyaay Cultural Historle | Committee |
| Mllent L. Lawson, Chairpersor |  | Ron Christman |  |
| PO Eagx 365 | Diegueno | 56 Vlejas Grade Road | Diegueno/Kumeyaay |
| Vaillef Center, CA 92082 allentes sanpasqualband.com |  | $\begin{aligned} & \text { Alplne \& CA } 92001 \\ & \text { (619) 445-0385 } \end{aligned}$ |  |
| $\begin{aligned} & 760) / 49-3200 \\ & (760) / 49-3876 \text { Fax } \end{aligned}$ |  |  |  |
|  |  |  |  |  |  |
| IIpay Nation of Santa Ysabel <br> Virgil Perez, Spokesman <br> PO Box 130 |  | Campo Kumeyaay Nation Monique LaChappa, Chairperson |  |
|  |  | 36190 Church Road, Sulte 1 Diegueno/Kumeyaay |  |
| PO Box 130Santa Ysabel, CA 92070 Diegueno |  | Campo - CA 91906 |  |
| (760) 765-0845 |  | (619) 478-9046 |  |
| (760) 765-0320 Fax |  | (619) 478-5818 Fax |  |

## * list is curreme only es of the deta of tils socimment.


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

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Inter-Tribal Cullural Resource Council
Frank Brown, Coordinalor


SINIGNWOS OL TASNOISAB
10. This comment does not address the adequacy of the CEQA document; therefore no response is


RESPONSE TO COMMENTS


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RESPONSE TO COMMLENTS
STATE WATER RESOURCES CONTROL BOARD ( $9 / 10 / 2011$ )

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 Appendix A - Mitigated Negative Declaration
RESPONSE TO COMMENTS
CALIFORNIA STATE CLEARING HOUSE AND PLANNING UNIT (10/14/2011)
11. The City acknowledges that the comment letter from The Califormia Department of Fish and
Game (CDFG) was received after the end of tie state review period ended.
12. The City responses to the CDFG comment letter are included herein.


The Department of Fish and Game (Department) has reviewed the above-referenced draft
Mitigated Negative Declaration (MND), dated Septermber 14, 2011. The comments provided
 conservation planning efforts.

The following statements and comments have been prepared pursuant to the Department's
The following statements and comments have been prepared pursuant to the Depariments (CEQA Guidelines $\$ 15386$ ) and pursuant to our authority as a Responsibie Agency yuder
CEQA Guidelines Section 15381 verer those aspects of the proposed project that come under

 in the NCCP program by implementing its approved Multiple Species Conservation Program
(MSCP) Subarea Plan.

The proposed project covers five near-term. pipeline projects (Harbor Drive Pipeline, Water subsequent future pipeline projects. The project description specifies that the construction




 defined by the Land Development Code and the project would not encroach into the Cly's MultiHabitat Planning Area (MHPA).

Conserving Califormia's Wildifife Since 1870

## Mr. Jeffery Szymanski October 11,2011 Page 2 of 3

We offer our recommendations and comments to assist the City in avoiding, minimizing, and
adequately mitigating project related impacts to biological resources, and to ensure that the

Based on the relevant CEQA sections cited above, the City's approach to essentially "tier" upon thls MND has not been fully supported in the analysis. The presumption provided in
the initial study is that at the time when the City can determine that any forthcoming project the initial study is that at the time when the City can determine that any forthcoming project
is "consistent" with the baseline analysis provided in the project MND, any subsequent CEQA analysis/processing would be limited to preparing an Addendum to this MND. In
contrast, when considering CEQA Guldelines, Section $15162(a)$, we believe that it has been misapplied as currently explained in the processing guidance provided in this MND (1.e., to a single project). Therefore, we request that the City reevaluate the statutory mandates under the CEQA and the circumstances for when any subsequent future pipeline projects
could be processed from an adopted environmental document.
The biological resources analysis determined that for those five near-term projects that are
located within the public right-of-way no significant project-related impacts on biological resources would occur. Compllannce with CEQA is predicated on a complete and accurate
description of the "environmental setting" that may be affected by the proposed project. We description of the "environmental setting" that may be affected by the proposed project. We
feee there is limited information in adequataty defining (1) over-all width of the PROW (e.g., are there areas of the PROW that extend oikside existing paved roadways); (2) proximity to environmentally sensitive lands to the PROW; and (3) accurate environmental baseline
conditions of all proposed staging areas (which should include a qualified biologist evaluating those existing sthe conditions). Absent a complete and accurate description of current environmental determination in this MND could result in an incomplete or inaceurate
SLINAWWOJ OL GSNOASTR
CALIFORNIA DEPARTMENT OF FISH AND GAME (10/13/2011) continued


|  | analysis of project-related environmental impacts by the City. Also, the initial study discusses that near-term projects may be located in close proximity to, or adjacent to the City's MHPA, but not within the MHPA. The CEQA is intended to foster informed public decision making; therefore we believe that It would have been appropriate to include correspending figures in the initial study that depict the MHPA boundaries in relationship to all of the anticipated construction-related activities. There is the intent provided in the MND to avoid any direct, indirect and cumulatively significant impacts to envifonmentally sensitive lands, however whether there is sufficient information provided in the environmental analysis to demonstrate that condition remains in question. Additionally, in evaluating the MHPA Land Use Adjacency Guidelines that were provided in the MND, there are a number of referrals for development within or adjacent to the.MHPA. If it is correct that the near-term projects would entirely avoid the MHPA then it appears appropriate for the mitigation language to specifically state that condition. <br> The initial study identifies that construction for the near-term projects is anticipated to occur during the daytime hours. Should there be any potential for construction activities to occur during, evening hours then the mitigation measures that are currently provided in the MND for addressing indirect effects to MHPA preserve lands should be revised to include proximity to the MHPA. conditions that specify that all auxiliary construction-related lighting shall be shielded in <br> e Department requests the opportunity to review any revision to MND prior to finalization to sure that the comments and recommendations, contained herein, are adequately addressed. appreciate the opportunity to comment on the MND for this project and to assist the City in ther minimizing and mitigating project impacts to biological resources. If you have questions comments regarding this letter, please coritact Paul Schlitt of the Department at |
| :---: | :---: |

State Clearinghouse, Sacramento
Patrick Gower, USFWS, Carlsbad
8
SLMHWNOO OL TSNOdSAY

On behalf of the Rincon Band of Luiseffo Indians, 1 have received your ietter. We thank
you for informing us of the projects you propose and for including us in your research for"
cultural resource identification on the property. However the area is not in the Lencen
Tribe's territory. We highly recommend that you seek the assistance of the tribes that are
Tribe's territory. We highly recommend that you seek the assistance of the tribes that are
located in the area of potential effect.
located in the area of potential effect.
Although the Rincon Band of Luiseno Indians does not have cultural significance in this
area; we would like to recommend the following gufdelines. The first recommendation is to
contact the tribes in the teritory to receive instructions on how to handle any findings
appropriately according their custom and tradition. Second to have Native American site
monitors on site to identify artlfacts that may be found during any ground disturbance in
order to have the artifacts handled with dignity and respect; should human remains be
discovered follow the California Resource Code 5097.98 and the procedures in this
section.
Once again thank you for informing of your project and keeping Native Americans
informed of these projects. We wish you success in your endeavors and hope the project
is completed with the satisfaction of all parties involved.




Citywide Pipe Line Project- Project No. 255100
$98 \mid \mathrm{Pag}$
Water Gruppof San Diego - Develonment Services Department


## Citywide Pipeline Project-Project No. 255100

Water Group 949 Site 2/Project No. 232719 AppendxiA-Mytgated Degative De Devarionn
Water Grotp 958 San Diego - Services Department

FIGURE
No. 3
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## Citywide Pipeline Project-Project No. 255100


Water GrewhisKf San Diegn - Develonment Services Denartment




Citywide Pipeline Projects-Project No. 255100

FIGURE
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SEWER \& WATER MAIN


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DANIEL TITTLE

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SENI OR ENGI NEER
CARL SPIER
©33-5126
PROJECT MANAGER MLNG HUYNH
$235-1979$

REPLACEMENT GROUP 732 SI TE MAP

NOTE: SEWER MAINS
TYPICAL METHODS 4. 459. $38^{\circ}$
TRENCHLESS APPROX 1, 035. 62'

## LEGEND:

—— WATER MAI N REPLACEMENT
$\ldots$ SEWER MAIN REPLACEMENT
_ WATER \& SEWER MAIN REPLACEMENT
05-21-11 OEM



## Initial Study Checklist

1. Project Title/Project number: Citywide Pipeline Projects
2. Lead agency name and address: City of San Diego, Development Services Department, 1222 First Avenue, MS 501, San Diego, CA 92101
3. Contact person and phone number: Jeff Szymanski, Associate Planner, 619-446-5324
4. Project location: Near-term and future projects would be located within various public right-of-ways (PROW) within any community planning areas in the City of San Diego. All project sites and areas of potential affect would not support Sensitive Biological Resources as defined in the Land Development Code (LDC) §143.0110. Project locations may be within the State Coastal Zone and/or within the City of San Diego's Coastal Zone and/or within Designated Historic Districts. Project locations and the associated areas of potential affect may be adjacent to, but not encroach into the Multi-Habitat Planning Area (MHPA). Specific locations for nearterm projects analyzed in this document are included below under Item 8-Description of Project.
5. Project Applicant/Sponsor's name and address: City of San Diego, Engineering \&Capital Projects Department, Gity of San Diege Public Utilities Department - Water Department and Gity of San Diego Metropelita Waste Water Division (MWWD).
6. General Plan designation: City of San Diego Public Right-of-Way (PROW) land is not a designated land use in the General Plan. However, Right-of-Way is categorized as Road/Freeways/Transportation Facilities in the General Plan.
7. Zoning: Near-term and future projects would take place within various Public Right-of-ways and public easements within the City of San Diego. Adjacent zoning may include, but would not be limited to Open Space, Residential, Agricultural, Commercial, and Industrial.
8. Description of project (Describe the whole action involved, including but not limited to, later phases of the project, and any secondary, support, or off-site features necessary for its implementation.): COUNCIL APPROVAL to allow for the replacement, rehabilitation, relocation, point repair, new trenching, trenchless construction, and abandonment of water and/or sewer pipeline alignments and associated improvements such as curb ramps, sewer lateral connections, water service connections, manholes, new pavement/slurry, the removal and/or replacement of street trees and the removal and/or replacement of street lights. This environmental document covers the analysis for five four (5) (4) near-term pipeline projects (Harbor Drive Pipeline, Water Group 949, Sewer Gxoup 787, Water Group 914, and Sewer/Water Group 732), as well as any subsequent future pipeline projects. The construction footprint for a typical pipeline project, including staging areas and other areas (such as access) would be located within the City of San Diego Public Right-of-Way (PROW) and/or within public easements and may include planned pipeline construction within private easements from the PROW to the service connection. A signed agreement between the City and the property owner would be required for work conducted on private property. Project types that would be included in the analysis contained herein would consist of sewer and water group jobs, trunk sewers, large diameter water pipeline
projects, new and/or replacement manholes, new/or replacement fire hydrants, and other necessary appurtenances. All associated equipment would be staged within the existing PROW adjacent to the work areas. The near-term and future projects covered in the document would not impact Sensitive Biological Resources or Environmentally Sensitive Lands (ESL) as defined in the Land Development Code and would not encroach into the City's Multi-Habitat Planning Area (MHPA).

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

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

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

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

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

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

The following near term project(s) have been reviewed by the City of San Diego, Development Services Department (DSD) for compliance with the Land Development Code and have been determined to be exempt from a Site Development Permit (SDP) and/or a Coastal Development Permit (CDP). These projects would involve excavation in
areas having a high resource sensitivity and potential for encountering archaeological and paleontological resources during construction related activities. Therefore, mitigation would be required to reduce potential significant impacts to archaeological and paleontological resources to below a level of significance. With respect to Storm Water, all projects would be reviewed for compliance with the City's Storm Water Standards Manual. All projects that are not-exempt from the Standard Urban Storm Water Mitigation Plan (SUSMP) would incorporate appropriate Permanent Best Management Practices (BMPs) and construction BMPs into the project design(s) and during construction, as required. As such, all projects would comply with the requirement of the Municipal Storm Water Permit.

## Harbor Drive Pipeline (Project No. 206100)

The Harbor Drive Pipeline includes the replacement of 4.4 miles of 16 -inch cast iron (CI) and asbestos cement (AC) pipe that comprises the Harbor Drive $1^{\text {st }}$ and $2^{\text {nd }}$ Pipelines (HD1 and HD-2) at a depth no greater than five (5) feet. Facility age and cast iron main replacement are the primary drivers for these projects, but due to the history of $A C$ breaks in the area, approximately 1.0 mile of AC replacement is also included. The project is anticipated to be awarded in Fiscal Year 2013.

HD-1 and HD-2 were built primarily in the 1940's and 1950's and were made out of cast iron or asbestos cement and serve the western most part of the University Heights 390 Zone and the northern section of the Point Loma East 260 Zone. The pipelines also serve as redundancy to each other. Several segments were replaced by various City of San Diego Public Utilities Department projects throughout the years and those segments are not a part of the current scope. Previously replaced segments were 16 inch PVC, except for the bridge crossing which used 24 -inch CMLC. The pipeline is located entirely within the PROW, will not require any easements, and is not adjacent to the MHPA or located within any designated historical districts. The following streets would be affected by this project: West Laurel, Pacific Highway, North Harbor Drive (within the roadway, under the bridge and within landscape areas), Nimitz Boulevard, Rosecrans Street, Evergreen Street, Hugo Street, Locust Street, Canon Street, Avenida De Portugal, and Point Loma Avenue.

## WATER GROUP 949 (PROJECT No. 232719)

Water Group 949 would consist of the replacement and installation of 5.27 miles of water mains within the Skyline- Paradise Hills, University, Clairemont Mesa, Southeastern San Diego (Greater Golden Hills) community planning areas. 16,931 Linear Feet (LF) of 16inch cast iron water mains would be replace-in-place with new 16 -inch polyvinyl chloride (PVC) pipe within the existing trench. The remaining $10,913 \mathrm{LF}$ of new 16 -inch PVC would be installed in new trenches All work within Regents Road, Site 2 (Figure 8), adjacent to the MHPA would only occur within the developed footprint such as the paved right of way, and concrete sidewalk or slab areas. In addition, all work within 100 feet of the MHPA would observe mitigation such as but not limited to bird breeding season measures, avoidance of discharge to the MHPA, and avoidance of direct lighting towards the MHPA areas. As such, no impacts to MHPA and/or sensitive resources would occur. The project would also include replacement and reinstallation of valves, water services, fire hydrants, and other appurtenances and would also included the construction of curb ramps, and street resurfacing. Traffic control
measures and Best Management Practices (BMPs) would be implemented during construction. Any street tree removal, relocation, and/or trimming would be done under the supervision of the City Arborist. All staging of construction equipment will be located outside of any potentially sensitive areas. The following streets and nearby alleyways would be affected by this project: Tuther Way, Cielo Drive, Woodman Street, Skyline Drive, Regents Road, Hidalgo Avenue, Clairemont Mesa Boulevard, Luna Avenue, B Street, F Street, Ash Street, $25^{\text {th }}$ Street, and $27^{\text {th }}$ Street.

## SEWER Grour 787 (Project No. 231928 )

Sewer Group 787 weuld consist of the replacement of 26,436 lineal feet (IF) of existing 16 -inch east iren sewer pipe with new 16 ineh polywinyl chloride (PVC) pipe within the existing trench. A total of 1,267 LF of new 16 inch PVC sewer alignment would be installed in new trenches. la adlition, the project would abandon 1,606 LF of existing 16 ineh east iron pipe- The propesed project would be installed by cenventional excavation (open trench) in trenche from 3-5 feet deep. The project would affect the following streets and nearby alleyways: $42^{\text {nd }}$ Street, Menroe Avenue, Edgeware Road, Polk Avenue, Orange Avenue, Menlo Avente, 47 ${ }^{\text {TH }}$ Street, Dwight Street, Myrtle Avenue, Manzanita Placo, Heather Street, Dahlia Street, Peplar Street, Columbine Street, Pepper Drive, Juniper Street, Marigold Street, Sumac Drive, $44^{\text {TH }}$ Street, Laurie Lane, and Roseview Place all within the City Heights and Kensington-Talmadge Community Planning Areas.

## Water Group 914 (PRoJect No. 233447)

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

## SEWER AND WATER Group 732 (PRoJect No. 206610)

Sewer and Water Group Job 732 would consist of the installation of approximately 5,500 total linear feet (LF) of 8 inch Polyvinyl Chloride (PVC) sewer pipe, and approximately

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

## Subsequent Pipeline Projecir Review (Long Term)

Applications for the replacement, rehabilitation, relocation, point repair, open trenching and abandonment of water and/or sewer pipeline alignments within the City of San Diego PROW as indicated in the Subject block above and in the Project Description discussion of the Initial Study would be analyzed for potential environmental impacts to Historical Resources (Archaeology. Paleontology and the Built Environment) and Land Use (MSCP/MHPA), and reviewed for consistency with this Mitigated Negative Declaration (MND). Where it can be determined that the project is "consistent" with this MND and no additional potential significant impacts would occur pursuant to State CEQA Guideline § 15162 (í.e. the involvement of new significant environmental effects of a substantial increase in the severity of previously identified effects) or if the project would result in minor technical changes or additions, then an Addendum to this MND would be prepared pursuant to $\S 15164$. Where future projects are found not to be consistent with this MND, then a new Initial Study and project specific MND shall be prepared.
9. Surrounding land uses and setting. Briefly describe the project's surroundings: The scope of the MND is city-wide and future projects would be located within the Right-of-Way, which is categorized as Road/Freeways/Transportation Facilities in the General Plan. Surrounding land uses would vary depending on the location proposed.
10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): None.

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

| $\square$ | Aesthetics | $\square$ | Greenhouse Gas <br> Emissions | $\square$ | Population/Housing |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $\square$ | Agriculture and <br> Forestry Resources | $\square$ | Hazards \& Hazardous Materials $\square$ | Public Services |  |
| $\square$ | Air Quality | $\square$ | Hydrology/Water Quality | $\square$ | Recreation |
| $\square$ | Biological Resources | $\boxed{y y y}$ |  |  |  |

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.
$\square$ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
$\square$ 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.
$\square$ 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.

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1) AESTHETICS - Would the project:
a) Have a substantial adverse effect on a scenic vista?

Near-term or future projects would involve the replacement, rehabilitation, relocation, point repair, new trenching, and abandonment of water and/or sewer alignments and associated improvements such as curb ramps, pedestrian ramps, lateral connections, manholes all located below the existing PROW. It is not anticipated that removal and/or replacement of street trees and the removal and/or replacement of street lights; therefore scenic vistas would not be impacted.
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

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

Please see I.b.
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?

The scope of development for near-term and/or future projects would predominantly be located below existing grade, with the possible exception of any associated street improvements (e.g. curb ramps, pedestrian ramps, street trees, etc.). The removal and/or replacement of street lights within any particular project alignment would not create a new source of substantial light or glare. Additionally, no associated street improvements would involve the use of highly reflective materials. Therefore, the project would not have the potential to create substantial light or glare impacts.
II) AGRICULTURAL AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental

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

Near-term and/or future pipeline alignments would be located within the developed PROW which would not be classified as farmland by the Farmland Mapping and Monitoring Program (FMMP). Any adjacent areas in agricultural production would not be affected by near-term and/or future pipeline projects. Therefore, the project in and of itself would not result in the conversion of farmland to non-agricultural uses.
b) Conflict with existing zoning for agricuitural use, or a Williamson Act Contract?


Please see II.a
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section $1220(\mathrm{~g})$ ), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

The public right of way and land surrounding any near-term and/or future pipeline alignments is not zoned as forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not conflict with existing zoning for forest land.
d) Result in the loss of forest land or conversion of forest land to nonforest use?
The project is located within the developed public right of way and the land surrounding any nearterm and/or future pipeline alignments is not designated forest land as all areas are within the urbanized boundaries of the City of San Diego. Therefore, the project would not convert forest land to a non-forest use.

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

The project would not involve a change in land use and would not impact farmland or forestland.
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations Would the project:
a) Conflict with or obstruct implementation of the applicable air quality plan?

Near-term and/or future pipeline alignments would not involve any future actions that would generate air quality emissions as a result of the proposed use (e.g. vehicle miles traveled, etc). However, emission would occur during the construction phase of the project and could increase the amount of harmful pollutants entering the air basin. The emissions would be minimal and would only occur temporarily during construction. Additionally, the construction equipment typically involved in water/sewer projects is small-scale and generates relatively few emissions. When appropriate, dust suppression methods would be included as project components. As such, any near-term and/or future projects would not be inconsistent with the region's air quality plan.
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

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

As described above, construction operations could temporarily increase the emissions of dust and other pollutants. However, construction emissions would be temporary and implementation of Best Management Practices would reduce potential impacts related to construction activities to

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not result in a cumulatively considerable net increase of any criteria pollutant for which the project is non-attainment in the region under applicable federal or state ambient air quality standards.
d) Expose sensitive receptors to substantial pollutant concentrations?

Construction operations could temporarily increase the emissions of harmful pollutants, which could affect sensitive receptors adjacent to the project. However, construction emissions would be temporary and it is anticipated that implementation of construction BMPs would reduce potential impacts related to construction activities to minimal levels. Therefore, any near-term and/or future pipeline projects would not expose sensitive receptors to substantial pollutant concentrations.
e) Create objectionable odors affecting a substantial number of people?


Operation of construction equipment and vehicles could generate odors associated with fuel combustion. However, these odors wouid dissipate into the atmosphere upon release and would only remain temporarily in proximity to the construction equipment and vehicles. Therefore, any near-term and/or future pipeline projects would not create substantial amounts of objectionable odors affecting a substantial number of people.
IV. BIOLOGICAL RESOURCES - Would the project:
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Near-term and/or future pipeline projects would be limited to development proposals that do not impact Sensitive Biological Resources. Any near-term and/or future actions that would impact Sensitive Biological Resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.
b) Have a substantial adverse effect on any riparian habitat or other community identified in local or

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regional plans, policies, and regulations or by the California Department of Fish and Game or
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See IV. b)
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Any near-term and/or future pipeline projects would be located in the developed public right of way where wetlands would not be present, either within or adjacent to the project's boundaries. Therefore, any near-term and/or future pipeline projects do not have the potential to impact these resources. Any near-term and/or future actions that would impact wetland resources would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Any near-term and/or future pipeline projects would not result in adverse impacts on wildlife movement in the project's areas. As previously mentioned above, these projects would be located in the developed public right of way which would not contain wildlife corridors.
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Any near-term and/or future pipeline projects would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. Any near-term and/or future pipeline projects may involve associated street improvements such as the replacement of street trees. However, trees that are covered under any kind of a preservation policy or ordinance would not be part of any future actions. Additionally, future project areas would lack any sensitive biological resources and would not require the removal of any unique or

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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?

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

## V. CULTURAL RESOURCES - Would the project:

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

The purpose and intent of the Historical Resources Regulations of the Land Development Code(Chapier14, Division'3, and Article 2) is to protect, preserve and, where damaged, restore the historical resources of San Diego. The regulations apply to all proposed development within the City of San Diego when historical resources are present on the premises.

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

Near-term and/or future pipeline projects may include future actions that would be analyzed for the potential to impact archaeological resources. For those proposals that include ground disturbing activities and are located within mapped areas of the City that indicate a potential for the discovery of archaeological resource, monitoring would be required. As such, when required, archaeological monitoring would reduce potential impacts to archaeological resources
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Any near-term or future project which is located within a designated historical district would be subject to review by qualified historical staff to determine whether the project would have an adverse effect on the district requiring specific mitigation, as detailed in Section V., of the MND or if the project requires further review in accordance with the Historical Resources Regulations. A project which would adversely affect a designated historical district because it could not comply with the Secretary of the Interior Standards or implement the required MMRP would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA.
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Near-term and/or future pipeline projects would include work that requiring trenching in areas where there is a potential for archaeological resources to be encountered. As such, the requirement for archaeological monitoring has been included in the MMRP. Projects that would have a direct impact on a recorded or designated archaeological site which requires Phese 2 Testing and mitigation measures (e.g. Archaeology Date Recovery Program) would not be consistent with this MND and a new Initial Study and MND would be prepared in accordance with the provisions of CEQA. Projects which could be found to be adequately covered under this MND and only require monitoring would not resuit in a significant adverse change in the significance of a resource pursuant to $\S 15064.5$ with implementation of the MMRP identified in Section V., of the MND.
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Near-term and/or future pipeline projects may include work that is underlain by sensitive fossil bearing formations which could be impacted if trenching is anticipated at depths greater than 10 feet. Therefore, based on the sensitivity of the affected formation and the proposed excavation depths, the project could result in significant impacts to paleontological resources.
To reduce this impact to below a level of significance, excavation within previously undisturbed formations at a depth of 10 or more feet would be monitored by a qualified paleontologist or paleontological monitor. Any significant paleontological resources encountered would be recovered and curated. Paleontological monitoring would be required and would reduce potential impacts to below a level of significance.
d) Disturb any human remains, including those interred outside of formal cemeteries?
A potential to encounter human remains during construction activity within the City's public right-of-way exists for any near-term or future pipeline alignment project; especially in areas where work would occur within high sensitivity areas for archaeological resources which can include Native American remains. Mitigation measures addressing the unanticipated discovery

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of Native American human remains are included in Section V of the MMRP. Implementation of these measures would reduce potential unanticipated impacts to below a level of significance.

For projects that are not covered under this environmental document (e.g., meet the criteria for a Statutory or Categorical Exemption under CEQA), then standard language regarding the unanticipated discovery of human remains of unknown origin found in the City of San Diego Standard Specifications for Public Works Construction ("WHITEBOOK") would take precedence. Upon notification by the Contractor of the discovery of human remains of unknown origin, these requirements require that the Engineer shall immediately notify the San Diego County Coroner to start the investigation process, in accordance with the California Health and Safety Code $\S \S 7050.5$ and 7051 and the California Public Resources Code.
VI. GEOLOGY AND SOILS - Would the project:
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to
Division of Mines and
Geology Special Publication
42.

Near-term and/or future pipeline projects would utilize proper engineering design and standard construction practices in order to ensure that potential impacts in this category based on regional geologic hazards would remain less than significant. Therefore, risks from rupture of a known earthquake fault would be below a level of significance.
ii) Strong seismic ground shaking?


Near-term and/or future pipeline projects would not expose people or structures to strong seismic ground shaking. The design of the proposed project and any subsequent projects would utilize proper engineering design and standard construction practices to ensure that the potential for impacts from ground shaking would be below a level of significance.
iii) Seismic-related ground failure, including


The design of any near-term and/or future pipeline projects would utilize proper engineering design standard construction practices to ensure that the potential for impacts from seismicrelated ground faiiure, including iiquefaction would be below a levell of significance.
iv) Landslides?

Near-term and/or future pipeline projects would not include actions that would expose people or structures to the risk of loss, injury, or death involving landslides. Pipeline design for projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.
b) Result in substantial soil erosion or the loss of topsoil?

Construction of the near-term and/or future pipeline projects covered under this MND would take place within the developed public right of way. Any disturbances to streets and alleys would be replaced in kind. Additionally, appropriate BMPs aimed at preventing soil erosion would be incorporated during construction and design of the project. As such, project implementation would not result in a substantial amount of soil erosion or loss of topsoil.
c) Be located on a geologic unit of soil that is unstable, or that would become unstable as a resuit of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Near-term and/or future pipeline projects are located entirely within the City's PROW (See project descriptions). It is possible, that any near-term and/or future projects may be located throughout the City within the Public Right-of-Way and may be located within various Geologic Hazard Categories. However, proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994),
 creating substantial risks to life or property?

The design of any near-term and/or future pipeline projects would utilize proper engineering design and utilization of standard construction practices would ensure that the potential for impacts would be less than significant.

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The design of any near-term and/or future pipeline projects covered under this MND would utilize proper engineering design and standard construction practices to ensure that the potential for impacts would be below a level of significance.
VII. GREENHOUSE GAS EMISSIONS - Would the project:
a) Generate greenhouse gas emissions, either directly or indirectly, that may
have a significant impact on the environment?

The City of San Diego is utilizing the California Air Pollution Control Officers Association (CAPCOA) report "CEQA and Climate Change" (CAPCOA 2009) to determine whether a GHG analysis would be required for submitted projects. The CAPCOA report references a 900 metric ton guideline as a conservative threshold for requiring further analysis and possible mitigation. This emission level is based on the amount of vehicle trips, the typical energy and water use associated with projects, and other factors.

CAPCOA identifies project types that are estimated to emit approximately 900 metric tons of GHG's annually. This 900 metric ton threshold is roughly equivalent to 35,000 square feet of office space, 11,000 square feet of retail, 50 single-family residential units, 70 multi-family residential units and 6,300 square feet of supermarkets.

Since any future pipeline projects covered in this CEQA document do not fit in the categories listed above, a GHG modeling analysis would be conducted for each project.

A GHG modeling analysis was conducted for each near-term project also covered in the MND. This modeling was conducted to determine the level of GHG emissions. The Roadway Construction Emissions Model is a spreadsheet program created by the Sacramento Metropolitan Air Quality Management District to analyze construction related GHGs and was utilized to quantify the project's GHG emissions. The model utilizes project information (e.g. total construction months, project type, construction equipment, grading quantities and the total disturbance area, etc.) to quantify GHG emissions from heavy-duty construction equipment, haul trucks, and worker commute trips associated with linear construction projects.

Harbor Drive project: Results of the Roadway Construction Emissions Model output demonstrated that during the 6 months of construction the project would generate approximately 250 metric tons of emissions per year. On an annualized basis, the output would be approximately 500 metric tons per year. The output for the project falls well below the 900 metric ton per year figure. Therefore, based

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upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer/Water Job 732: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, this project would produce 162.5 metric tons of CO 2 in the first year and 0 metric tons of CO 2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

Sewer-Group-787: Result of the Readway-Censtruction Emissions Model output demonstrated that this project would produce a total of 555.9 metric tons of CO2 duxing the 19 month eonstruction peried. Assuming a September start, 117.0 metric tons would be generated in the secend year, and 87.8 metric tons of CO 2 would be generated in the third year. The project's estimated GHG emissions results are well below the 900 metric tons of CO 2 and, therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 914: Results of the Roadway Construction Emissions Model output demonstrated that this project's duration is 14 months and assuming a September start date the project would produce 141.5 metric tons of CO 2 in the first year, and 353.7 metric tons of CO 2 in the second year. The project's estimated GHG emissions results are well below the 900 metric tons of CO 2 and; therefore, impacts are less than CEQA significant and mitigation would not be required.

Water Group 949: Results of the Roadway Construction Emissions Model output demonstrated that the project duration of 6 months, and assuming a May start date, the project would produce 162.5 metric tons of CO 2 in the first year and 0 metric tons of CO 2 the second year. The output for the project falls well below the 900 metric ton figure. Therefore, based upon the analysis showed above the project would result in a less than significant CEQA Greenhouse gas impact and mitigation would not be required.

For a determination of whether future projects would be consistent with this MND, the Roadway Construction Emissions Model can be utilized. If the output is less than 900 metric tons of GHG annually, then no further analysis is needed and the project would be consistent with the GHG analysis in this document. If, however, the output from the Roadway Construction Emission Model is greater than 900 metric tons annually, then a formal GHG Analysis would be conducted incorporating appropriate mitigation measures. If the analysis indicates project implementation would result in 900 metric tons or more annually, then the project would not be consistent with the GHG analysis in this MND as the project would be required to incorporate mitigation to reduce its GHG output by 30\% compared to the California Air Resources Board (CARB) 2020 business-asusual forecast and a new Initial Study and MND would be prepared pursuant to CEQA.
b) Conflict with an applicable plan, policy, or regulation adopted for the

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purpose of reducing the emissions of greenhouse gases?

Please see VII.a. It is anticipated that the any near-term and/or future pipeline projects would not conflict with any applicable plans, policies, or regulations related to greenhouse gases.

## VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

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

Construction of any near-term and/or future pipeline projects covered under this MND may require the use of hazardous materials (e.g., fuels, lubricants, solvents, etc.) which would require proper storage, handling, use and disposal; however, these conditions would not occur during routine construction within the PROW. Construction specifications would include requirements for the contractor regarding where routine handling or disposal of hazardous materials could occur and what measures to implement in the event of a spill from equipment. Compliance with contract specifications would ensure that potential hazards are minimized to below a level of significance.
b) Create a signiticant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materiais into the environment?

Any near-term and/or future project alignments covered under this MND have the potential to traverse properties which could contain Leaking Underground Storage Tank (LUST) cleanup sites, permitted UST's, or contaminated sites located within a 1,000 feet from the project alignments; however, in the event that construction activities encounter underground contamination, the contractor would be required to implement § 803 of the City's "WHITEBOOK" for "Encountering or Releasing Hazardous Substances or Petroleum Products" of the City of San Diego Standard Specifications for Public Works Construction which is included in all construction documents and would ensure the proper handling and disposal of any contaminated soils in accordance with all applicable local, state and federal regulations. Compliance with these requirements would minimize the risk to the public and the environmental; therefore, impacts would remain less than significant.
c) Emit hazardous emissions or handle
hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Several of the near-term projects are located within a $1 / 4$ mile radius of an existing or proposed school unanticipated contamination is encountered within the PROW. The same would be true for any future projects that may be proposed within $1 / 4$ mile of an existing or proposed school and would involve trenching activities that could result in the release of hazardous emissions if unanticipated contamination is encountered. In both cases, $\$ 803$ of the City of San Diego's "WHITEBOOK" is included in all construction documents to ensure that appropriate protocols are followed pursuant to County DEH requirements should any hazardous conditions be encountered. As such ${ }_{5}$ impacts regarding the handling or discovery of hazardous materials, substances or waste within close proximity of a school would be below a level of significance with implementation of the measures required pursuant to the contract specifications and County DEH oversight.
d) Be located on a site which is included
on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Although none of the near-term project alignments covered in the document are identified on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, future projects could be located within ciose proximity to hazardous materials sites or within 1,000 feet from leaking USTs. However, as previously outlined in VIII a-c above, specific measures have been or will be incorporated into the contract specifications to address any contaminated soils encountered during construction related activities in accordance with local, state, and federal regulations. Therefore, with implementation of measures contained in the contract specifications, potential hazards would be reduced to below a level of significance.
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mile of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within or in close proximity to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Since these near-term projects and any future projects are linear underground projects, construction of these types of projects would not introduce any new features that would result in a safety hazard for people residing in or working in the area or create a flight hazard.
f) For a project within the vicinity of a private airstrip, would the project


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result in a safety hazard for people residing or working in the project area?

None of the near-term or future project alignments would be located within the vicinity of a private airstrip; no provide airstrips are located with the jurisdictional boundaries of the City of San Diego; therefore, no impact would result under this category.
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Construction of any near-term or future projects would temporarily affect traffic circulation within the project Area of Potential Effect (APE) and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction which would allow emergency plans to be employed. Therefore, the project would not physically interfere with an adopted emergency response plan or emergency evacuation plan.
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Construction of any near-term or future projects would be located within the City's Public Right-ofWay and would not be located within or adjacent wildlands that could pose a threat of wildland fires. Additionally, sewer and water infrastructure projects would not introduce any new features that would increase the risk of fire.
IX. HYDROLOGY AND WATER QUALITY - Would the project:
a) Violate any water quality standards or waste discharge requirements?

Potential impacts to existing water quality standards associated with the any near-term and/or future projects would include minimal short-term construction-related erosion/sedimentation, but would not include any long term operational storm water impacts. Any near-term and/or future projects would be required to comply with the City's Storm Water Standards Manual. Depending on the area of disturbance, projects would have to comply with either a Water Pollution Control Plan (WPCP) or Storm Water Pollution Prevention Plan (SWPPP). These plans would prevent or effectively minimize short-term water quality impacts during construction activities. Therefore, the proposed project would not violate any existing water quality standards or discharge requirements.
b) Substantially deplete groundwater supplies or interfere substantially

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

Any near-term and/or future projects do not propose the use of groundwater. Furthermore, these projects would not introduce a substantially large amount of new impervious surfaces over ground that could interfere with groundwater recharge. Therefore, construction of these projects would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge.
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?

Any near-term and/or future projects would be located below the surface of the developed public right of way within paved streets. Upon completion of the installation of the utility lines the streets would be returned to their preexisting conditions. Therefore these projects would not substantially alter any existing drainage patterns.
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?

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

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Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. Additionally, these projects would not result in a substantial increase in impervious surface, and therefore, would not contribute runoff water that would exceed the capacity of existing storm water systems.
f) Otherwise substantially degrade water quality?


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Conformance to BMPs outlined in an approved WPCP and compliance with the City Stormwater Standards would prevent or effectively minimize short-term construction runoff impacts from any near-term and/or future pipeline projects covered under the MND. See IX-a.
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

The near-term and/or future pipeline projects would not include the construction of any housing.
h) Place within a 100 -year flood hazard area, structures that would impede or redirect flood flows?


The near-term and/or future pipeline projects would not impede the direction of flows or substantially impact a 100 -year flood hazard area.
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

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

The near-term and/or future pipeline projects would not include any new features that would increase the risk associated with seiche, tsunami, or mudflow beyond those of any existing conditions.
X. LAND USE AND PLANNING - Would the project:
a) Physically divide an established community?

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Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would not introduce new features that could divide an established community.
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental
effect?
Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure and would be consistent with all applicable land use plans, policies, or regulations of an agency with jurisdiction over the project and would not conflict with any land use plans.
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

Implementation of the near-term and/or future pipeline projects would involve replacing and installing utility infrastructure located entirely within the developed public right of way. Although some projects could be located within proximity to the City's MHPA which is covered by the MSCP Subarea Plan, no conflicts are anticipated because implementation of the MHPA Land Use Adjacency Guidelines would be required for any project located within 100 feet from the MHPA. Measures to reduce potential indirect impacts to the City's MHPA have been included in the MMRP contained within Section V. of the MND.
XI. MINERAL RESOURCES - Would the project?
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Areas surrounding the near-term project alignments are not being used for the recovery of mineral resources. Similarly, these areas are also not designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of

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availability of a known mineral resource of value to the region and the state.
b) Result in the loss of availability of a
locally important mineral resource recovery site delineated on a iocal general plan, specific plan or other land use plan?

Areas surrounding the near-term project alignments have not been delineated as being used for the recovery of mineral resources or designated for the recovery of mineral resources on the City of San Diego General Plan Land Use Map. Additionally, any future projects submitted for review in accordance with this MND would be evaluated based on their proximity to areas where mineral resources could be affected. At this time however, it is not anticipated that any future pipeline project, which would be located entirely within the PROW would result in the loss of availability of a locally important mineral resource recovery site.
XII. NOISE - Would the project result in:
a) Exposure of persons to, or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicabie standards of other agencies?

Any near-term or future pipeline projects covered under this MND would not in and of itself result in the generation of operational noise levels in excess of existing standards. However, some construction related noise would result, but would be temporary and transitory in nature and strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to noise levels in excess of those covered by existing noise regulations.
b) Exposure of persons to, or generation of, excessive ground borne vibration or ground borne noise levels?

Any near-term or future pipeline projects covered under this MND would result in negligible ground disturbing vibrations during construction based on the type of equipment being used and the construction methodology being employed for each project type. Noise occurring during construction activities would be temporary and transitory in nature and would be strictly regulated under San Diego Municipal Code Section 59.5.0404, "Noise Abatement and Control" which places limits on the hours of construction operations and standard decibels which cannot be exceeded. Therefore, people would not be exposed to excessive ground disturbing vibration levels after completion of each project.
c) A substantial permanent increase in ambient noise levels in the project


vicinity above levels existing without the project?

Any near-term or future pipeline projects covered under this MND all occur within the developed PROW would not permanently increase the ambient noise levels beyond those which exist without the project. Please see XII.a \& b.
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above existing without the project?

A portion of one near-term project would be located along Harbor Drive where the existing noise environment is already high due to its proximity to Lindbergh Field and from high traffic patterns surrounding the airport and nearby businesses. Other near-term and/or future projects covered under this MND may occur City-wide and result in temporary construction related noise impacts; however, the increase in noise due to construction activities would be temporary in nature and strictly regulated in accordance with the Municipal Code. These temporary and periodic construction related noise increased would not be considered substantial and therefore, the increase in ambient noise levels would be less than significant. Please see XII.a.
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport would the project expose people residing or working in the area to excessive noise levels?

Several near-term projects covered in this MND (Harbor Drive Pipeline, Water Group 914, and Sewer/Water Group 732) are located within 2 miles of a public airport; specifically to the Airport Influence Area (AIA) of the San Diego International Airport's Airport Land Use Compatibility Plan (ALUCP). This geographically demarcated area that surrounds Lindbergh Field ensures that factors such as noise, land use, safety and airspace protection are considered anytime a land use decision is made. Although these near-term projects and any future projects are linear underground projects, construction would not in and of itself expose people residing in the area or construction workers to excessive noise levels beyond those that may currently exist. For projects within proximity to Lindbergh Field and heavily traveled roadways, the ambient noise level is already loud. Strict compliance with OSHA standards for worker safety would ensure that exposure to excessive noise levels would not occur for all other near-term and/or future pipeline projects.
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

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None of the near-term projects are located within proximity to a private airstrip and it's not anticipated that any future projects would be either; mainly because no private airstrips are located in the urbanized areas within the City's jurisdictional boundaries. Therefore no impacts in this category would occur.
XIII. POPULATION AND HOUSING - Would the project:
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems in order to keep up with current demand. These projects would not extend any existing roadways into undeveloped areas or introduce any new roadways that could induce population growth and therefore, no impact would occur.
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The near-term and/or future pipeline projects would replace, rehabilitate and install new utility infrastructure. These upgrades are intended to improve currently outdated sewer and water systems in order to keep up with current demand. These projects would not displace any housing.
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

See XIII b).

## XIV. PUBLIC SERVICES

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

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performance objectives for any of the public services:
i) Fire Protection

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

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

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


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


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Any near-term or future pipeline project would not result in the increased demand for electricity, gas, or other public facilities. These projects would improve the sewer and water utility system to keep up with current and projected demand.
XV. RECREATION -
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

Implementation of the near-term and/or future pipeline projects would replace and improve utility infrastructure. The improved infrastructure would not allow for increased access to existing recreation areas. These projects would not directly generate additional trips to existing recreation areas or induce future growth that would result in additional trips to these facilities. Therefore, these

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projects would not increase the use of existing recreational areas such that substantial physical deterioration of the facility would occur or be accelerated.
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

Implementation of the near-term and/or future pipeline projects would replace and improve utility infrastructure and would not include the construction of recreational facilities or require the construction or expansion of recreational facilities.
XVI. TRANSPORTATION/TRAFFIC - Would the project?
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and

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

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's Area of Potential Effect (APE). However, an approved Traffic Control Plan would be implemented during construction so that traffic circulation would not be substantially impacted. Therefore, these projects would not result in an increase of traffic which is substantial in relation to existing traffic capacities.
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

Construction of the near-term and/or future pipeline projects would temporarily affect traffic circulation within the project's APE and its adjoining roads. However, an approved Traffic Control Plan would be implemented during construction so that traffic would not exceed cumulative or

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individual levels of service.
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in
 safety risks?

The near-term and any future projects covered under this MND would not include any tall structures or new features that could affect air traffic patterns or introduce new safety hazards related to air traffic.
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
'The near-term and any future projects covered under this MND would not include any tall structures or design features that would increase hazards in the area. All projects would be designed to meet City standards and therefore would meet existing levels of service.
e) Result in inadequate emergency access?

Construction of the near-term or any future project would temporarily affect traffic circulation within the project's APE. However, an approved Traffic Control Plan would be implemented during construction so that there would be adequate emergency access.
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or $\square \quad \square \quad \boxtimes$ otherwise decrease the performance or safety of such facilities?

Construction of the near-term or any future project would temporarily impact circulation during construction activities as it relates to traffic, pedestrians, public transit and bicycles. However, the preparation of a Traffic Control Plan would ensure that any disruption to these services would not be significant.
XVII. UTILLITIES AND SERVICE SYSTEMS - Would the project:
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control
 Board?


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vould facilitate the treatment of wastewater and would not exceed the requirements of the Regional Water Quality Control Board.
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Construction of the near-term or any future projects covered under this MND would result in improvements to water and sewer pipeline infrastructure. Use of this MND is limited to projects that would not result in a significant unmitigated impact to the environment.
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Construction of the near-term or any future projects covered under this MND would not result in an increase in impervious surfaces as the scope is completely within the City Right-of-Way. Therefore, these projects would not require the construction of new storm water drainage facilities or expansion of existing facilities.
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Construction of the near-term or any future projects covered under this MND would not increase the demand for water. These projects would improve the existing water pipelines system throughout the City.
e) Result in a determination by the wastewater treatment provided which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

See XVII c)
f) Be served by a landfill with sufficient


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permitted capacity to accommodate the project's solid waste disposal needs?

Construction of the near-term or any future projects covered under this MiND would not result in the demolition of structures. Construction of these projects would likely generate minimal waste. This waste would be disposed of in accordance with all applicable local and state regulations pertaining to solid waste including permitting capacity of the landfill serving the project area. Demolition or construction materials which can be recycled shall comply with the City's Construction and Demolition Debris Ordinance. Operation of the project would not generate waste and, therefore, would not affect the permitted capacity of the landfill serving the project area.
g) Comply with federal, state, and local statutes and regulation related to solid waste?

See XVII f). Any solid waste generated during construction related activities would be recycled or disposed of in accordance with all applicable local state and feral regulations.

## XVIII. MANDATORY FINDINGS OF SIGNIFICANCE -

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

Any near-term and/or future pipeline projects covered under this MND would be located within the developed public right of way and would not impact any Sensitive Biological Resources. Projects that would be located adjacent to the MHPA would be required to incorporate MHPA Land Use Adjacency measures to reduce any potential indirect impacts. As such, indirect impacts would be mitigated to below a level of significance. With respect to historical resources, mitigation for archaeology, paleontology and the built environment have been incorporated into the MND. Each project would be analyzed and a determination made regarding which mitigation measures would be applied in the subsequent environmental document and would be required to comply with the mitigation measures further detailed in Section V of this MND. As a result, project implementation would not result in a significant impact to these resources.
b) Does the project have impacts that are



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individually limited, but cumulatively
considerable? ("Cumulatively
considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable futures projects)?

When viewed in connection with the effects of the near-term projects and any future pipeline projects on a Citywide basis, construction trenching has the potential to impact archaeological and paleontological resources which could incrementally contribute to a cumulative loss of nonrenewable resources. However, with implementation of the mitigation measures found in Section V of the MND, this incremental impact would be reduced to below a level of significance.

Although any near-term and/or future projects could be located within a designated historical district, no direct or cumulative impact is anticipated because each project would be subject to review in accordance with the City's Historical Resources Guidelines, and for consistency with the Secretary of the Interior Standards and this environmental document. Measures to reduce potential indirect impacts for projects located within a historic district would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Therefore, no cumulative impact would result under these project types.

Because the near-term and/or future projects would not be located in areas where biological resources could be encountered and would not result in a cumulative loss of resources. Measures to reduce potential indirect impacts for projects located adjacent to the City's MHPA would be incorporated into each subsequent environmental document when applicable to the conditions and environmental setting of the alignment. Implementation of the MHPA Land Use Adjacency Guidelines is consistent with the MSCP Subarea Plan \& FEIR which addressed the cumulative loss of sensitive biological resources and edge effects on the MHPA from future development. Therefore, no cumulative impact would result under these project types.
c) Does the project have environmental
effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

As stated previously, potentially significant impacts have been identified for Paleontological Resources, Archaeological Resources, Historical Resources (Historic Districts) and MHPA Land Use Adjacency. However, mitigation has been included in Section V of this MND to reduce impacts to below a level of significance. As such, project implementation would not result in substantial adverse impact to human beings.

## INITIAL STUDY CHECKLIST

## REFERENCES

## I. Aesthetics / Neighborhood Character

X City of San Diego General Plan.
X Community Plan.
_Local Coastal Plan.

## II. Agricultural Resources \& Forest Resources

X_City of San Diego General Plan.
X U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
_- California Agricultural Land Evaluation and Site Assessment Model (1997)
_ Site Specific Report:
III. AIR Quality
_ California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.
X Regional Air Quality Strategies (RAQS) - APCD.
Site Specific Report:
IV. Biology

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

## V. Cultural Resources (includes Historical Resources)

X City of San Diego Historical Resources Guidelines.
X City of San Diego Archaeology Library.
X Historical Resources Board List.

- Community Historical Survey:
- Site Spccific Report:
VI. Geology/Soils

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

Site Specific Report:

## VII. Greenhouse Gas Emissions

X Site Specific Report: ‘Roadway Construction Emissions Models’ conducted for each nearterm project (2010 \& 2011).

## VIII. Fiazards and Hazardous riaterials

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

## IX. Hydrology/Water Quality

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

## X. Land Use and Planning

X City of San Diego General Plan.
X Community Plan.
Y Airport Land Use Compatitility Plan: Lindberg Field
X City of San Diego Zoning Maps
_ FAA Determination

## XI. Mineral Resources

$\qquad$ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
_- Division of Mines and Geology, Special Report 153 - Significant Resources Maps.
X California Geological Survey - SMARA Mineral Land Classification Maps.
_ Site Specific Report:
XII. NoISE

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

## XIII. Paleontological Resources

X 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.
X 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.

X 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

X City of San Diego General Plan.
X Community Plan.
Series 11 Population Forecasts, SANDAG.
Other:
XV. Public Services

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

## XVI. Recreational Resources

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

## XVII. Transportation / Circulation

X. City of San Diego General Plan.

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

## XVIII. Utilities

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

## ___ Site Specific Report:

## XIX. Water Conservation

_- City of San Diego General Plan.
_ Community Plan.
Sunset Magazine, New Western Garden Book. Rev. ed. Menlo Park, CA: Sunset
Magazine.
Site Specific Report:

## APPENDIX B

## FIRE HYDRANT METER PROGRAM

| CITY OF SAN DIEGO CALIFORNIA <br> DEPARTMENT INSTRUCTIONS | NUMBER <br> DI 55.27 | DEPARTMENT <br> Water Department |
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| SUBJECT | PAGE 1OF 10 | EFFECTIVE DATE |
| FIRE HYDRANT METER PROGRAM |  |  |
| (FORMERLY: CONSTRUCTION METER <br> PROGRAM) |  | October 15, 2002 |

## 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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| (FORMERLY: CONSTRUCTION METER |  |  |
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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 $21 / 2$ " 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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| FIRE HYDRANT METER PROGRAM <br> (FORMERLY: CONSTRUCTION METER <br> PROGRAM) |  |  |

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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|  |  | SUPERSEDES <br> DI 55.27 |

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 reinstallation.
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 $2 \frac{1}{2}$ "National Standards Tested (NST) fire hydrant male coupling.
14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.

### 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter

## Process for Issuance

a. Fire hydrant meters shall only be used for the following purposes:

1. Temporary irrigation purposes not to exceed one year.

| CITY OF SAN DIEGO CALIFORNIA <br> DEPARTMENT INSTRUCTIONS | NUMBER <br> DI 55.27 | DEPARTMENT <br> Water Department |
| :--- | :--- | :--- |
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| FIRE HYDRANT METER PROGRAM <br> (FORMERLY: CONSTRUCTION METER <br> PROGRAM) |  | October 15, 2002 |
|  |  | SUPERSEDES <br> DI 55.27 |

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

| CITY OF SAN DIEGO CALIFORNIA <br> DEPARTMENT INSTRUCTIONS | NUMBER <br> DI 55.27 | DEPARTMENT <br> Water Department |
| :--- | :--- | :--- |
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| FIRE HYDRANT METER PROGRAM <br> (FORMERLY: CONSTRUCTION METER <br> PROGRAM) |  | October 15, 2002 |

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. Theses deposits and fees will be amended, as needed, based on actual costs. Deposits, will be refunded at the end of the use of the fire hydrant meter, upon return of equipment in good working condition and all outstanding balances on account are paid. Deposits can also be used to cover outstanding balances.

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

## 8. UNAUTHORIZED USE OF WATER FROM A HYDRANT

8.1 Use of water from any fire hydrant without a properly issued and installed fire hydrant meter is theft of City property. Customers who use water for unauthorized purposes or without a City of San Diego issued meter will be prosecuted.
8.2 If any unauthorized connection, disconnection or relocation of a fire hydrant meter, or other connection device is made by anyone other than authorized Water Department personnel, the person making the connection will be prosecuted for a violation of San Diego Municipal Code, Section 67.15. In the case of a second offense, the customer's fire hydrant meter shall be confiscated and/or the deposit will be forfeited.
8.3 Unauthorized water use shall be billed to the responsible party. Water use charges shall be based on meter readings, or estimates when meter readings are not available.
8.4 In case of unauthorized water use, the customer shall be billed for all applicable charges as if proper authorization for the water use had been obtained, including but not limited to bi-monthly service charges, installation charges and removal charges.

| CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS | $\begin{aligned} & \text { NUMBER } \\ & \text { DI } 55.27 \\ & \hline \end{aligned}$ | DEPARTMENT <br> Water Department |
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| SUBJECT | PAGE 100F 10 | EFFECTIVE DATE |
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|  | SUPERSEDES <br> DI 55.27 | DATED <br> April 21, 2000 |

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

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

## APPENDIX

Administering Division: Customer Support Division
Subject Index: Construction Meters
Fire Hydrant
Fire Hydrant Meter Program
Meters, Floating or Vehicle Mounted
Mobile Meter
Program, Fire Hydrant Meter
Distribution: DI Manual Holders

| Fire Hydrant Location: (Attach detailed map, Thomas Bros. map location or construction drawing.) |
| :--- |
| Specific Use of Water. |
| Any return to Sewer or Storm Drain, if so, explain: <br>  <br> Estimated Duration of Meter Use: $\square$ <br> Company Information$\quad$. |



## Fire Hydrant Meter Removal Request

| Check Box to Request Removal of Above Meter |  | Requested Removal Date: |
| :--- | :--- | :--- |
| Provide current Meter location if different from above: |  |  |
|  |  |  |
| Signature: | Title: | Date: |
| Phone: $(\mathrm{l})$ | Pager: ( ) |  |

For Office Use Onlv


## "Exhibit B"

## CONSTRUCTION AND MAINTENANCE RELATED ACTIVITIES WITH NO RETURN TO SEWER:

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

Note: If there is any return to sewer or storm drain, then sewer and/or storm drain fees will be charged.

## "Exhibit C"

## Date

Name of Responsible Party
Company Name and address
Account Number: $\qquad$

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 refer to the Water Departments', Department Instruction (D.I.) 55.27 for further information and procedure.

Mail your request for an extension to :
City of San Diego, Water Department
Attn: Meter Services
2797 Caminito Chollas
San Diego, Ca. 92105-5097
Should you have any questions regarding this matter, please call the Fire Hydrant "Hot Line" at: (xxx) xoxx $\times \mathrm{xx}$.

## Sincerely,

## City of San Diego Water Department



## Company Information

Company Name:
Mailing Address


Responsible Party Name authorizing relocation fee:


Fire Hydrant Meter Removal Request
Check Box to Request Removal of Above Meter
Requested Removal Date:
Provide current Meter location if different from above:


For Office Use Only


## 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

| City of San Diego, Field Engineering Div., 9485 Aero Drive, SD CA 92123 |  |  |  |  |  | Contractor's Name: |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Project Name: |  |  |  |  |  | Contractor's Address: |  |  |  |  |  |
| SAP No. (WBS/IO/CC) |  |  |  |  |  |  |  |  |  |  |  |
| City Purchase Order No. |  |  |  |  |  | Contractor's Phone \#: |  |  |  | Invoice No. |  |
| Resident Engineer (RE): |  |  |  |  |  | Contractor's Fax \#: |  |  |  | Invoice Date: |  |
| RE Phone\#: |  | RE Fax\#: |  |  |  | Contact Name: |  |  | Billing Period: |  |  |
| Item \# | Item Description | Contract Authorization |  |  |  | Previous Estimate |  | This Estimate |  | Totals to Date |  |
|  |  | Unit | Qty | Price | Extension | \%/QTY | Amount | \% / QTY | Amount | \% / QTY | Amount |
| 1 | 2 Parallel 4" PVC C900 | LF | 1,380 | \$34.00 | \$46,920.00 |  |  |  |  |  |  |
| 2 | 48" Primary Steel Casing | LF | 500 | \$1,000.00 | \$500,000.00 |  |  |  |  |  |  |
| 3 | 2 Parallel 12" Secondary Steel | LF | 1,120 | \$53.00 | \$59,360.00 |  |  |  |  |  |  |
| 4 | Construction and Rehab of PS 49 | LS | 1 | \$150,000.00 | \$150,000.00 |  |  |  |  |  |  |
| 5 | Demo | LS | 1 | \$14,000.00 | \$14,000.00 |  |  |  |  |  |  |
| 6 | Install 6' High Chain Link Fence | LS | 1 | \$5,600.00 | \$5,600.00 |  |  |  |  |  |  |
| 7 | General Site Restoration | LS | 1 | \$3,700.00 | \$3,700.00 |  |  |  |  |  |  |
| 8 | 10" Gravity Sewer | LF | 10 | \$292.00 | \$2,920.00 |  |  |  |  |  |  |
| 9 | 4" Blow Off Valves | EA | 2 | \$9,800.00 | \$19,600.00 |  |  |  |  |  |  |
| 10 | Bonds | LS | 1 | \$16,000.00 | \$16,000.00 |  |  |  |  |  |  |
| 11 | Field Orders | AL | 1 | 80,000 | \$80,000.00 |  |  |  |  |  |  |
| 11.1 | Field Order 1 | LS | 5,500 | \$1.00 | \$5,500.00 |  |  |  |  |  |  |
| 11.2 | Field Order 2 | LS | 7,500 | \$1.00 | \$7,500.00 |  |  |  |  |  |  |
| 11.3 | Field Order 3 | LS | 10,000 | \$1.00 | \$10,000.00 |  |  |  |  |  |  |
| 11.4 | Field Order 4 | LS | 6,500 | \$1.00 | \$6,500.00 |  |  |  |  |  |  |
| 12 | Certified Payroll | LS | 1 | \$1,400.00 | \$1,400.00 |  |  |  |  |  |  |
| CHANGE ORDERS |  |  |  |  |  |  |  |  |  |  |  |
| Change Order 1 |  | 4,890 |  |  |  |  |  |  |  |  |  |
| Items 1-4 |  |  |  |  | \$11,250.00 |  |  |  |  |  |  |
| Item 5-Deduct Bid Item 3 |  | LF | 120 | -\$53.00 | (\$6,360.00) |  |  |  |  |  |  |
| Change Order 2 |  | 160,480 |  |  |  |  |  |  |  |  |  |
| Items 1-3 |  |  |  |  | \$95,000.00 |  |  |  |  |  |  |
| Item 4 Deduct Bid Item 1 |  | LF | 380 | -\$340.00 | (\$12,920.00) |  |  |  |  |  |  |
| Item 5-Encrease bid Item 9 |  | LF | 8 | \$9,800.00 | 78,400.00 |  |  |  |  |  |  |
| Change Order 3 (Close Out) |  | -121,500 |  |  |  |  |  |  |  |  |  |
| Item 1 Deduct Bid Item 3 |  |  | 53 | -500.00 | (\$26,500.00) |  |  |  |  |  |  |
| Item 2 Deduct Bid Item 4 |  | LS | -1 | 45,000.00 | (\$45,000.00) |  |  |  |  |  |  |
| Items 3-9 |  |  | 1 | -50,500.00 | (\$50,500.00) |  |  |  |  |  |  |
| SUMMARY |  |  |  |  |  |  |  | $\begin{array}{\|l\|} \hline \text { Total } \\ \text { This } \end{array}$ | \$ - | Total Billed | \$0.00 |
| A. Original Contract Amount |  |  |  |  |  | Retention and/or Escrow Payment Schedule |  |  |  |  |  |
| B. Approved Change Order 1 Thru 3 |  |  |  |  |  | Total Retention Required as of this billing |  |  |  |  |  |
| C. Total Authorized Amount (A+B) |  |  |  |  |  | Previous Retention Withheld in PO or in Escrow |  |  |  |  |  |
| D. Total Billed to Date |  |  |  |  |  | Add'l Amt to Withhold in PO/Transfer in Escrow: |  |  |  |  |  |
| E. Less Total Retention (5\% of D) |  |  |  |  |  | Amt to Release to Contractor from PO/Escrow: |  |  |  |  |  |
| F. Less Total Previous Payments |  |  |  |  |  | Contractor Signature and Date: |  |  |  |  |  |
| G. Payment Due Less Retention |  |  |  |  |  |  |  |  |  |  |  |
| H. Remaining Authorized Amount |  |  |  |  |  |  |  |  |  |  |  |
| APPENDIX D - Sample City Invoice |  |  |  |  |  |  |  |  |  |  | 163 \| Page |

## APPENDIX E

## LOCATION MAP



## WATER GROUP 958 SOUTH



Legend

## APPENDIX F

HYDROSTATIC DISCHARGE FORM
APPENDIX



*By signing, I certify that all of the statements and conditions for hydrostatic discharge events are correct.
Work Order No.(s):
Have any thresholds have been exceeded? Per Order No. 2002-0020, would this be a reportable discharge and must be reported within 24 hours of the event? [Reportable discharge would include violation of maximum gallons per day, any upset which APPENDIX F - Hydrostatic Discharge Form $167 \mid$ Page Water Group 958

## City of San Diego

CONTRACTOR'S NAME: BURTECH PIPELINE INCORPORATED ADDRESS: 102 SECOND STREET, ENCINITAS, CA 92024
TELEPHONE NO.: $\qquad$ FAX NO.: $\qquad$ (760) 634-2415

CITY CONTACT: Damian Singleton, Email: Dsingleton@sandiego.gov Phone No. (619) 533-3482, Fax No. (619) 533-3633 A Abassyouni/BD/LJI

## CONTRACT DOCUMENTS

## FOR



## WATER GROUP 958

## VOLUME 2 OF 2

BID NO.:
$\qquad$ K-13-1075-DBB-3
SAP NO. (WBS/IO/CC): B-11137

CLIENT DEPARTMENT:
2013
COUNCIL DISTRICT: $1 / 6$
PROJECT TYPE: $\qquad$ KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:
> PHASED-FUNDING
$>$ THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY
REFER TO COVER PAGE OF VOLUME 1 FOR TIME, DATE, AND LOCATION

## TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed non-responsive. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal ..... 3
2. Bid Bond ..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 ..... 7
4. Contractors Certification of Pending Actions ..... 8
5. Equal Benefits Ordinance Certification of Compliance ..... 9
6. Proposal (Bid) ..... 10
7. Form AA35 - List of Subcontractors ..... 16
8. Form AA40 - Named Equipment/Material Supplier List ..... 17
9. Form AA45 - Subcontractors Additive/Deductive Alternate ..... 18

## PROPOSAL

## 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.

## IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted
(2) Signature (Given and surname) of proprietor
(3) Place of Business (Street \& Number)
(4) City and State $\qquad$ Zip Code $\qquad$
(5) Telephone No. $\qquad$ Facsimile No.

## IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted
(2) Name of each member of partnership, indicate character of each partner, general or special (limited):
(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner
$\qquad$
$\qquad$
(4) Place of Business (Street \& Number) $\qquad$
(5) City and State $\qquad$ Zip Code $\qquad$
(6) Telephone No. $\qquad$ Facsimile No. $\qquad$

## IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted

BURTECH PIPELINE INCORPORATED
(2) Signature, with official title of officer authorized to sign for the corporation:

(Title of Officer)
(Impress Corporate Seal Here)
(3) Incorporated under the laws of the State of CALIFORNIA
(4) Place of Business (Street \& Number) 102 SECOND STREET
(5) City and State __ ENCINITAS, CALIFORNIA Zip Code 92024
(6) Telephone No. $\qquad$ Facsimile No. $\qquad$

## THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classification(s) to perform the work described in these specifications:

LICENSE CLASSIFICATION $\qquad$ CLASS A

LICENSE NO. 718202
EXPIRES $\qquad$
This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.

TAX IDENTIFICATION NUMBER (TIN): 33-0684881
E-Mail Address: buddy@burtechpipeline.com

## CONTRACTORS 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 ten 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.

X 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.
$\square \quad$ The undersigned certifies that within the past ten 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 <br> Claim | Location | Description of Claim | Litigation <br> (Y/N) | Status | Resolution/Remediai <br> Action Taken |
| :--- | :--- | :--- | :--- | :--- | :--- |
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Contractor Name:

## BURTECH PIPELINE INCORPORATED

Certified By


Title PRESIDENT \& CEO

Date $\qquad$

USE ADDITYONAL FORMS AS NECESSARY

## For additional information, contact:

## City of San Diego

Equal Benefits Program 202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

| COMPANY INFORMATI |  |  |
| :---: | :---: | :---: |
| Company Name | BURTECH PIPELINE INCORPORATED | t Name: DOMINIC BURTEC |
| Company Address: 102 SECOND STREET, ENCINITAS, CA 92024 Contact Phone: (760) 634-2822 |  |  |
| Contact Email: buddy@burtechpipeline.com |  |  |
| CONTRACT INFORMATION |  |  |
| Contract Title: | VATER GROUP 958 | Start Date: SEPT 2013 |
| Contr | number, state location): | End Date: DEC. 2014 |
| SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS |  |  |
| The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC $\$ 22.4302$ for the duration of the contract. To comply: <br> - Contractor shall offer equal benefits to employees with spouses and employees with domestic partners. <br> - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit. <br> - Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner. <br> - Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods. <br> - Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements. <br> - Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract. |  |  |
| provided for convenience. Full text of the EBO and Rules in |  |  |

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.
Q I affirm compliance with the EBO because my firm (contractor must select one reason):
\ Provides equal benefits to spouses and domestic partners.

- Provides no benefits to spouses or domestic partners.
$\square$ Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
$\square \quad \mid$ request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BASE BID |  |  |  |  |  |  |  |
| 1 | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) | $\rightarrow$ | \$ 25,996.10 |
| 2 | 1 | EA | 541214 | 3-3.2.2 | Certified Payroll | \$ 100.- | \$ 100.- |
| 3 | 1 | AL | 237110 | 7-5.3 | CalTrans Encroachment Permit - Type I | $\bigcirc$ | \$5,000.00 |
| 4 | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Pre-existing Conditions | , | \$ 2,100.- |
| 5 | 1 | LS | 237310 | 7-10.2.7 | Traffic Control | $\bigcirc$ | \$ 30,000. |
| 6 | 1 | AL | 237310 | 7-10.5.4 | Portable Changeable Message Signs (PCMS) - Type I | $\bigcirc$ | \$3,000.00 |
| 7 | 1 | LS | 541820 | 7-16.3 | Community Liason | $\xrightarrow{ }$ | \$ 3,000.1 |
| 8 | 1 | LS | 237110 | 9-3.4.1 | Mobilization | $\rightarrow$ | \$ 18,000.- |
| 9 | 1 | AL |  | 9-3.5 | Field Orders - Type II |  | \$200,300.00 |
| 10 | 160 | LF | 237310 | 207-9.2.4 | Cleaning and Coating of Existing Ductile Iron Pipe | \$ 125.- | \$ 20,000.- |
| 11 | 5 | EA | 237310 | 301-1.7 | Adjusting Existing Gate Valve Cover to Grade | \$ 250.- | \$ 1,250.- |
| 12 | 23 | EA | 237310 | 301-1.7 | Adjusting Existing Manhole Frame \& Cover to Grade | \$ 350.- | \$ 8,050.- |
| 13 | 5000 | TON | 237310 | 301-2.4 | Class II Base | \$ 10.- | \$ 50,000.- |
| 14 | 40 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement | \$ 400.1 | \$ 16,000. |
| 15 | 26564 | LF | 237310 | 302-1.12 | Cold Milling Asphalt Concrete Pavement | \$ $i .25$ | \$ 33,205.- |
| 16 | 5225 | SF | 237310 | 302-5.1.2 | Asphalt Pavement Repair | \$ 4.00 | \$ 20,900.- |
| 17 | 4545 | TON | 237310 | 302-5.9 | 1-1/2 Inch Asphalt Concrete Overlay and Striping | \$ 95.- | \$ 431,775:- |
| 18 | 20 | CY | 237310 | 302-6.8 | Concrete Pavement | \$ 350.- | \$ 7,000.- |


| Item | Quantity | Unit | NAICS | Payment <br> Reference | Description | Unit Price |  | Extension |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 19 | 70872 | SY | 237310 | 302-7.4 | Pavement Fabric | \$ | 2.50 | \$ | 177,180.- |
| 20 | 3 | EA | 237310 | 303-5.9 | Contractor Date Stamp and Impressions | \$ | 175.- | \$ | $525 .-$ |
| 21 | 60 | SF | 237310 | 303-5.9 | Cross Gutter | \$ | 20.- | \$ | 1,200.- |
| 22 | 160 | LF | 237310 | 303-5.9 | Additional Curb and Gutter | \$ | 30.- | \$ | 4,800.- |
| 23 | 640 | SF | 237310 | 303-5.9 | Additional Sidewalk Removal and Replacement | \$ | 5.20 | \$ | 3,328.- |
| 24 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles | \$ | 2,200.. | \$ | 4,400.. |
| 25 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 Modified (Curb Ramp \#1 \& \#8) w/ Stainless Steel Detectable Warning Tiles | \$ | 2,200.- | \$ | $4,400$. |
| 26 | 1 | EA | 237310 | 303-5.10.2 | Curb Ramp Type Case A (SDG-130; Curb Ramp \#23) w/ Stainless Steel Detectable Warning Tiles | \$ | 2,200.- | \$ | 2,200. |
| 27 | 19 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles | \$ | 2,200. | \$ | 41,800.- |
| 28 | 8 | EA | 237310 | 303-5.10.2 | Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles | \$ | 1,870.- | \$ | 14,960.- |
| 29 | 1 | LS | 237110 | 306-1.1.6 | Trench Shoring |  |  | \$ | 9,000.- |
| 30 | 387 | CY | 237110 | 306-1.2.1.1 | Additional Bedding | \$ | 1.- | \$ | 387.- |
| 31 | 130 | CY | 237310 | 300-1.4 | Additional Pavement Removal \& Disposal | \$ | 35.- | \$ | 4,550.- |
| 32 | 2000 | TON | 237110 | 306-1.6 | Imported Backfill | \$ | S.- | \$ | 10,000.- |
| 33 | 935 | TON | 237310 | 306-1.5.1 | Temporary Resurfacing | \$ | 98.- | \$ | 91,630.- |
| 34 | 7508 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 235 | \$ | 86.- | \$ | 645,688.- |
| 35 | 4074 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 305 | \$ | 105.- | \$ | 427,770.- |
| 36 | 60 | CY | 237110 | 306-1.6 | Thrust Block \& Anchor Block | \$ | $100 .-$ | \$ | 6,000.- |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 37 | 23 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly \& Marker (3-Port) | \$ 5,800.- | \$133,400.- |
| 38 | 29 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B | \$ 3,500. | \$ 101,500.- |
| 39 | 5 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B with By-Pass \& 3" Gate Valve | \$ 13,000.- | \$ 65,000.- |
| 40 | 2 | EA | 237110 | 306-1.6 | 12-Inch Gate Valve | \$ 3,000.- | \$ 6,000. |
| 41 | 10 | EA | 237110 | 306-1.6 | 8-Inch Gate Valve | \$ 1,700. | \$ 17,000- |
| 42 | 1 | LS | 237110 | 306-5.3 | Removal or Abandonment of Existing Water Facilities |  | \$ 12,000. |
| 43 | 9337 | LF | 237110 | 306-5.3 | Large Water Main Abandonment | \$ 7.50 | \$ 70,027.50 |
| 44 | 150 | EA | 237110 | 306-14.1 | 1-Inch Water Service | \$ 1,900.- | \$ $285,000 .-$ |
| 45 | 2 | EA | 237110 | 306-14.2.4 | 4-Inch Water Service (Trenchless) | \$ 9,500. | \$ 19,000.- |
| 46 | 5 | EA | 237110 | 306-14.1 | 1-Inch Water Service (Trenchless) | \$ 4,200.- | \$ 21,000.- |
| 47 | 1 | EA | 237110 | 306-18 | 4-Inch Blowoff Valve Assembly | \$ 4,000.- | \$ 4,000.- |
| 48 | 4 | EA | 237110 | 306-19 | 1-Inch Air \& Vacuum Valve, Class 250 | \$ 4,500.- | \$ 18,000.- |
| 49 | 4 | EA | 238210 | 307-2 | Remove \& Reinstall Traffic Signs | \$ 500.- | \$ 2,000.- |
| 50 | 8 | EA | 238210 | 307-2 | Install Push Button On Stub Pole | \$ 2,200.- | \$ 17,600.- |
| 51 | 4 | EA | 238210 | 307-2 | Install Traffic Sign On Post | \$ 600.- | \$ 2,400.- |
| 52 | 4 | EA | 238210 | 307-2 | Traffic Pedestrian Face Signal | \$ 500.- | \$ 2,000.. |
| 53 | 1 | EA | 541370 | 309-4 | Survey Monuments | \$ 500.- | \$ 500.2 |
| 54 | 1 | LS | 237110 | 600-1.2.1.3 | Contractor Furnished Materials for the City Forces High-line Work |  | \$ 28,000. |
| 55 | 2300 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor | \$ 7.00 | \$ 2,300.- |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 56 | 1 | LS | 237110 | 600-1.3.1.5 | Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16 -inch and Larger. |  | \$ 40,000.- |
| 57 | 300 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection | \$ 10.00 | \$ 3,000 |
| 58 | 1 | LS | 541330 | 701-9.4 | Water Pollution Control Program Development |  | \$ 600.- |
| 59 | 1 | LS | 237990 | 701-9.4 | Water Poilution Control Program Implementation |  | \$ 5,000.- |
| 60 | 9467 | LF | 541690 | 707-1.2 | Archeological and Native American Monitoring Program | \$ 5.20 | \$ 49,228.40 |
| 61 | 1 | AL | 541690 | 707-1.4 | Archeological and Native American Mitigation and Curation |  | \$15,000.00 |
| 62 | 170 | LF | 237110 | 708-1.3 | Handling and Disposal of Non-friable Asbestos Material | \$ 25.00 | \$ 4,250.- |
| ESTIMATED TOTAL BASE BID: |  |  |  |  |  |  | \$ 3,249,3 |


| ALTERNATE "A" |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :--- | :--- | :--- |
| 1 | 1 | LS | 237110 | $600-1.2 .2 .10$ | High-lining by the Contractor |  |  |
| 2 | -1 | LS | 237110 | $600-1.2 .1 .3$ | Contractor Furnished Materials for the City Forces High- <br> line Work (Base Bid Item 55) |  |  |
| 3 | -2300 | LF | 237110 | $600-1.2 .1 .3$ | High-lining Removed by Contractor (Base Bid Item 54) | $\$$ | 1.00 |$\$(2,300.00)$.


| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ALTERNATE "B" |  |  |  |  |  |  |  |
| 1 | -300 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection (Base Bid Item 56) | \$ 10.00 | \$ $(3,000.00)$ |
| 2 | 11 | EA | 237110 | 600-1.3.2.10 | 8-Inch through 12-Inch Connections to The Existing System by Contractor | \$ 2,800.- | \$ 30,800.- |
| 3 | 1 | EA | 237110 | 600-1.3.2.10 | 16-Inch Connections to The Existing System by Contractor | \$ 2,800.- | \$ 2,800. |
| 4 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Tee by Contractor | \$4,000.- | \$ 8,000.- |
| 5 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Bend by Contractor | \$ 3,000.- | \$ 6,000.- |
| 6 | 12 | EA | 237110 | 600-1.4.9 | Cut and Plug of The Existing System by Contractor | \$ 2,500.- | \$ 30,000.- |
| ESTIMATED TOTAL ALTERNATE "B": |  |  |  |  |  |  | \$ 74,600.0 |
| ESTIMATED TOTAL BASE BID + ALTERNATE "A" + ALTERNATE "B": |  |  |  |  |  |  | $\$ 3,324,0$ |

TOTAL BID PRICE FOR BID (Items 1 through 62 PLUS Alternate ' $A$ ' Items 1 through 3, PLUS Alternate ' $B$ ' Items 1 through 6, inclusive) amount written in words:

Three Million Three Hundred Twenty-Four Thousand Dollars and No Cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The following addenda have been received and are acknowledged in this bid: $\qquad$
The names of all persons interested in the foregoing proposal as principals are as follows:
DOMINIC J. BURTECH - PRESIDENT \& CEO
JULIE J. BURTECH - EXEC. VP \& 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.

Bidder:
BURTECH PIPELINE INCORPORATED
Title: $\qquad$ DOMINIC J. BURTECH, PRESIDENT \& CEO

Business Address: 102 SECOND STREET, ENCINITAS, CA 92024
Place of Business: ENCINITAS, CA 92024
Place of Residence: ENCINITAS, CA 92024
Signature: $\qquad$


## NOTES:

A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: A and B .
B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration.
E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.
F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AXD TELEPHONE NUMBER of SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OE WORK | dollar valde OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ${ }^{(1)}$ | WHERE certilied | CHECK IF JONT VENTURE PARTNERSHIP |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Sealright Paving <br> Address: P.O. Box 2753 <br> City: Spring Valley State: $C A$ <br> Zip: $\quad 91979$ Phone 619.465 .7411 | constructor | asphalt Paving | \$ $\$ 556,256.40$ | SLBE | CITY | - |
| Name: $\qquad$ YBS concrete linc. $\qquad$ $\qquad$ chula Kuhn or $\qquad$ 91910 ista State: CA Zip: $\qquad$ $\qquad$ Phone: 619.726 .7317 | constructor | Curb Ramps | $\begin{gathered} 03 \\ \$ 69,530.00 \end{gathered}$ | ELBE | CITY | - |
| Name: Me Grath Consulting Address: P.O. Box 20205 City: El Cajor State: CA Zip: 92021 Phone: 619.250 .2025 | Designer | WPCP Dev't | \$ $\$ 485.00$ | ELBE | CITY | - |

(1) As appropriate, Bidder shall identify Subcontractor as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
Certified Minority Business Enterprise MBE Certified Woman Business Enterprise WBE

Certified Disadvantaged Business Enterpris
MBE
Other Business Enterprise
Certified Small Local Business Enterprise
Woman-Owned Small Business
Service-Disabled Veteran Owned Small Business DBE OBE
SLBE
WoSB

Certified Woman Business Enterprise Certified Disabled Veteran Business Enterprise Certified Emerging Local Business Enterprise Small Disadvantaged Business HUBZone Business

DVBE SDVOSB
As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADoG |

State of California's Department of General Services
CPUC
State of California

CADoGS CA

State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles U.S. Small Business Administration

CALTRANS SRMSDC

LA
SBA

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

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TXPE OF WORK | dollar value OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, ORSDVOSBD | WHERE CERTLFIEDQ | $\begin{gathered} \text { CHECKIF } \\ \text { JONT } \\ \text { VENTURE } \\ \text { PARINERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Brian F. Smith \& Assoc. Address: 14010 Poway Rd. Ste. A City: Poway State: CA Zip: 92064 Phone: 858.679 .8218 | Constructor | archuological \& Natue American monitoring | \$ 58,193.00 | SLBE | CITY | - |
|  | Constructor | Preconstruction video Documentation | \$1,900.00 | ELBE | city | - |
| Name: Southwest Sianal Service Address: 397 Raleigh ave. City: El Cajon State: CA Zip: 92020 Phone: 619.442 .3343 | constructor | Traffic Loops, Push Buttons \& Face Signàls | \$ $31,420.00$ | Elbe | CITY | - |

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 |

Certified Small Local Business Enterprise
SLBE
Loal Business Enterprise
DVBE
oman-Owned Small Business WoSB
Service-Disabled Veteran Owned Small Business SDVOSB
HUBZone
(2)

As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADoG |

State of California Department of Transportation
CALTRANS
California Public Utilities Commission
CPUC
State of California
CA
San Diego Regional Minority Supplier Diversity Council
City of Los Angeles SRMSDC
U.S. Small Business Administration

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

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AV́D TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR ORDESIGNER | TYPE OF WORK | dOLLAR VALUE OF subcontract | MBE, WBE, DBE, DVBE, OBE ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB© | $\begin{aligned} & \text { WHERE } \\ & \text { CERTIFIEDQ } \end{aligned}$ | $\begin{gathered} \text { CHECKIF } \\ \text { JONT } \\ \text { PENTURE } \\ \text { PARTNERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Geo-Cell Solutions Inc. <br> Address: 2668 N . Fordham aue. <br> City: Fresno State: CA <br> Zip: 93727 Phone: 559.294 .1551 | Constructor | Pipe Abandoment | \$ 35,810.00 | - | - | - |
| Name: Statewide Stripes Inc. <br> Address: P.O. BOX 600710 <br> City: San Drego State: CA <br> Zip: $\quad 9$ 160 Phone: 858.560 .6887 | Constructor | striping | \$ $24,000.00$ | DBE | caltrans | - |
|  |  |  |  |  |  |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | ---: |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |

Certified Small Local Business Enterprise
WoSB
Woman-Owned Small Business
SDVOSB
(2)

As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADoG |

State of California Department of Transportation
California Public Utilities Commission
CPUC
State of California
CA

San Diego Regional Minority Supplier Diversity Council
U.S. Small Business Administration

BE
DVBE
ELBE
SDB
Disadvantaged Business

CALTRANS
CALTRANS SRMSDC
HUBZone

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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to $60 \%$ of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case $100 \%$ will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER (Yes/No) | MANUFACTURER <br> (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB; WoSB, HUBZone, OR SDVOSB(1) | WHERE CERTIFIED(2) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Hudson Safe T Lite <br> Address: 777 Gable way <br> City: El Cajon Statë: CA <br> Zip: 92022 <br> Phone: <br> 619.441 .3644 | Traffic control | \$ $10,000.00$ | yes | No | SLBE | CITY |
| Name: UBS Concrete Inc. <br> Address: 87 Kubn Dr. <br> City: Chula Vista State: CA <br> Zip: <br> 91910 <br> Phone: <br> 619.726 .7317 | Trucking \& Dump | 41 30,400.00 | No | No | ELBE | C17 |
| Name: $\qquad$ <br> Address: $\qquad$ <br> State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |

(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 |

(2) As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADoGS |

State of California's Department of General Services
State of California

CPUC
CADoGS CA

State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles

ALTRANS
SRMSDC
U.S. Small Business Administration

SBA

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

## SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of $0.5 \%$.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| ADDITIVE/ DEDUCTIVE ALIERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONIRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSB ${ }^{1}$ | WHERE CERTIFIED | $\begin{aligned} & \text { CHECKIF } \\ & \text { JOINT } \\ & \text { VENIURE } \\ & \text { PARTNERSHIP } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  | . |  |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |

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 |
| :--- | :--- | :--- |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business |
| Woman-Owned Small Business | WoSB | HUBZone Business |

HUBZone Business

As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY | State of Califormia Department of Transportation | CALTRANS |
| :--- | :--- | :--- | ---: |
| Califormia Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| State of Califormia'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.
Form Title: SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES
(Rev. July 2012)
Form Number: AA45
Water Group 958


The City of San Diego

Date: May 17, 2013

The following 6 pages (including this cover) are intended for:
Purchasing and Contracting Department Contracting Division 1200 Thirl Avenue, Suite 200 San-Diogo, CA 92101 (619) $236-6000$

FAX TRANSIMIITTAT.


To: Estimator
Company: We Conetruestion EU. Inu.
IAX H (619) 448-3341
Phone \#
(619) 448-4560

From: Celia Nayarto
Contraeting Division
FAX \#
Phone \#

RE: Bid \# K-13-1075-DBB-3 - Water Group 958

## COMMENTS:

 ESTMMATED TOTAL BASE BM + Altornato $\Lambda+$ Altomato A is $8.3,570,199.12$ NOT \$3,570,205.12 as per your bid.

Please FAX acknowledgement/concurrence of the correct amount, by $6: 00 \mathrm{pm}$ today.


If there areany prohlems. with receiving this FAX transmission. (such as missing pagess), pleass contact the Sender at the "From" phone number given above.

[^3][^4]
## City of San Diego

CONTRACTOR'S NAME: TE CONSTRUCTION CO. INC. ADDRESS: 10540 PROSPECT AVE., SANTEE, CA. 92071 TELEPHONE NO.: $619.448-4560$ FAX NO: $619-448-3341$
CITY CONTACT: Damian Singleton, Email: Dsingleton@sandiego.gov. Phone No. (619) 533-3482, Fax No. (619) 533-3633 A Abassyouni/BD/LJ

## CONTRACT DOCUMENTS

## FOR



## WATER GROUP 958

VOLUME 2 OF 2
BID NO.:
K-13-1075-DBB-3
SAP NO. (WBS/IO/CC): B-11137
CLIENT DEPARTMENT: 2013
COUNCIL DISTRICT: $1 / 6$
PROJECT TYPE: $\qquad$ KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:
> PHASED-FUNDING
> THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

THIS BIDDING DOCUMENT TO BE SUBMITTED IN ITS ENTIRETY REFER TO COVER PAGE OF VOLUME 1 FOR TIME, DATE, AND LOCATION

## TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed non-responsive. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal ..... 3
2. Bid Bond ..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 ..... 7
4. Contractors Certification of Pending Actions ..... 8
5. Equal Benefits Ordinance Certification of Compliance .....  9
6. Proposal (Bid) ..... 10
7. Form AA35-List of Subcontractors ..... 16
8. Form AA40 - Named Equipment/Material Supplier List ..... 17
9. Form AA45 - Subcontractors Additive/Deductive Alternate ..... 18

## PROPOSAL

## 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.

## IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted $\qquad$
(2) Signature (Given and surname) of proprietor
(3) Place of Business (Street \& Number) $\qquad$
(4) City and State $\qquad$ Zip Code $\qquad$
(5) Telephone No. $\qquad$ Facsimile No. $\qquad$

## IF A PARTNERSHIP, SIGN IIERE: <br> $N / A$

(1) Name under which business is conducted $\qquad$
(2) Name of each member of partnership, indicate character of each partner, general or special (limited):
(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner
$\qquad$
(4) Place of Business (Street \& Number) $\qquad$
(5) City and State $\qquad$ Zip Code $\qquad$
(6) Telephone No. $\qquad$ Facsimile No. $\qquad$

## IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted $\qquad$ TC CONSTRUCTION CO. INC.
(2) Signature, with official title ofoffiernthorized to sign for the corporation:

(Impress Corporate Seal Here)
(3) Incorporated under the laws of the State of $\qquad$ CALIFORNIA
(4) Place of Business (Street \& Number) 10540 PROSPECT AVE
(5) City and State SANTEE, CA. Zip Code 92071
(6) Telephone No. 619-448.4560 Facsimile No. 619-448-3341

## THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classifications) to perform the work described in these specifications:
LICENSE CLASSIFICATION_A, C.21
LICENSE NO. $\qquad$ EXPIRES $\qquad$ ,

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN): 95-364-6005
EMail Address: acameron@teincsd.com

## CONTRACTORS 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 ten 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.

$\boxed{V}$ 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 ten 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 <br> CLaim | Location | Description of Claim | Litigation <br> (YIN) | Status | Resolution/Remedial <br> action Taken |
| :--- | :--- | :--- | :--- | :--- | :--- |
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|  |  |  |  |  |  |

Contractor Name: TC CONSTRUCTION CO. INE.
Certified By


Title $\qquad$
SECRETARY

Date $\qquad$

## USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE


For additional information, contact:
City of San Diego
Equal Beneftis Program
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220

## COMPANY INFORMATION

| Company Name: | TC CONSTRUCTION Co. Tue. | Contact Name: A 4STIA CAmereod |
| :---: | :---: | :---: |
| Company Address: | 10540 PROSPECT AVE | Contact Phone: $619-4488-4560 \times 117$ |
|  | SANTEE, CA. 9ZOT, | Contact Email:acamemeron (eteincs |

## CONTRACT INFORMATION

Contract Title: WATER GROUP $958 \quad$ Start Date: TBD

Contract Number (if no number, state location): K-13-1075-DBB-3 End Date: TBD

## SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC $\$ 22.4302$ for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
- Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
- Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are avalable at www.sandiego.gov/administration.

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.
■
I affirm compliance with the EBO because my firm (contractor must select one reason):

- Provides equal benefits to spouses and domestic partners.Provides no benefits to spouses or domestic partners.
Has no employees.
- Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
Under penalty of perjury under laws of the State of California, I cerrify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.


|  | FOR OFFICIAL CITY USE ONLY |
| :--- | :---: |
| Receipt Date: $\quad$ EBO Analyst: | $\square$ Approved $\quad \square$ Not Approved - Reason: |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BASE BID |  |  |  |  |  |  |  |
| 1 | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) |  | \$2b,000.- |
| 2 | 1 | EA | 541214 | 3-3.2.2 | Certified Payroll | \$50.- | \$ 50.- |
| 3 | 1 | AL | 237110 | 7-5.3 | CalTrans Encroachment Permit - Type I |  | \$5,000.00 |
| 4 | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Pre-existing Conditions |  | \$7,500. - |
| 5 | 1 | LS | 237310 | 7-10.2.7 | Traffic Control |  | \$86,000.- |
| 6 | 1 | AL | 237310 | 7-10.5.4 | Portable Changeable Message Signs (PCMS) - Type I |  | \$3,000.00 |
| 7 | 1 | LS | 541820 | 7-16.3 | Community Liason |  | \$20,000.- |
| 8 | 1 | LS | 237110 | 9-3.4.1 | Mobilization | , | \$105,000.- |
| 9 | 1 | AL |  | 9-3.5 | Field Orders - Type II |  | \$200,300.00 |
| 10 | 160 | LF | 237310 | 207-9.2.4 | Cleaning and Coating of Existing Ductile Iron Pipe | \$150.- | \$24,000.- |
| 11 | 5 | EA | 237310 | 301-1.7 | Adjusting Existing Gate Valve Cover to Grade | \$200. - | \$1,000.- |
| 12 | 23 | EA | 237310 | 301-1.7 | Adjusting Existing Manhole Frame \& Cover to Grade | \$200. - | \$4.600. |
| 13 | 5000 | TON | 237310 | 301-2.4 | Class II Base | \$ $4 .-$ | \$20,000.- |
| 14 | 40 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement | \$350.- | \$14,000.- |
| 15 | 26564 | LF | 237310 | 302-1.12 | Cold Milling Asphalt Concrete Pavement | \$1.75 | \$46,487.- |
| 16 | 5225 | SF | 237310 | 302-5.1.2 | Asphalt Pavement Repair | \$8.- | \$41,800. - |
| 17 | 4545 | TON | 237310 | 302-5.9 | 1-1/2 Inch Asphalt Concrete Overlay and Striping | \$105. - | \$477,225.- |
| 18 | 20 | CY | 237310 | 302-6.8 | Concrete Pavement | \$620.- | \$12,400.- |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 19 | 70872 | SY | 237310 | 302-7.4 | Pavement Fabric | \$2.46 | \$174,345.12 |
| 20 | 3 | EA | 237310 | 303-5.9 | Contractor Date Stamp and Impressions | \$120.- | \$360.- |
| 21 | 60 | SF | 237310 | 303-5.9 | Cross Gutter | \$18.- | \$1,080. - |
| 22 | 160 | LF | 237310 | 303-5.9 | Additional Curb and Gutter | \$37. - | \$5.920. - |
| 23 | 640 | SF | 237310 | 303-5.9 | Additional Sidewalk Removal and Replacement | \$9.- | \$5.760 - |
| 24 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles | \$2,200. | \$4,400. - |
| 25 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 Modified (Curb Ramp \#1 \& \#8) w/ Stainless Steel Detectable Warning Tiles | \$2,400. - | \$4,800.- |
| 26 | 1 | EA | 237310 | 303-5.10.2 | Curb Ramp Type Case A (SDG-130; Curb Ramp \#23) w/ Stainless Steel Detectable Warning Tiles | \$2,200. | \$2,200. - |
| 27 | 19 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles | \$2,250. | \$42,750.- |
| 28 | 8 | EA | 237310 | 303-5.10.2 | Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles | \$1,900. - | \$15,200. |
| 29 | 1 | LS | 237110 | 306-1.1.6 | Trench Shoring | $>$ | \$7,500.- |
| 30 | 387 | CY | 237110 | 306-1.2.1.1 | Additional Bedding | \$18.- | \$6,96le - |
| 31 | 130 | CY | 237310 | 300-1.4 | Additional Pavement Removal \& Disposal | \$40.- | \$5,200.- |
| 32 | 2000 | TON | 237110 | 306-1.6 | Imported Backfill | \$6. | \$12,000.- |
| 33 | 935 | TON | 237310 | 306-1.5.1 | Temporary Resurfacing | \$95.- | \$88,825.- |
| 34 | 7508 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 235 | \$87.- | \$653,196.- |
| 35 | 4074 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 305 | \$100.- | \$407,400.- |
| 36 | 60 | CY | 237110 | 306-1.6 | Thrust Block \& Anchor Block | \$250. - | \$15.000. |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 37 | 23 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly \& Marker (3-Port) | \$6,800. - | \$156,400.- |
| 38 | 29 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B | \$3,600.- | \$104,400.- |
| 39 | 5 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B with By-Pass \& 3" Gate Valve | \$12,000. | \$60,000.- |
| 40 | 2 | EA | 237110 | 306-1.6 | 12-Inch Gate Valve | \$3,100. - | \$6,200.- |
| 41 | 10 | EA | 237110 | 306-1.6 | 8-Inch Gate Valve | \$1,700. - | \$17,000.- |
| 42 | 1 | LS | 237110 | 306-5.3 | Removal or Abandonment of Existing Water Facilities | - | \$3.600. - |
| 43 | 9337 | LF | 237110 | 306-5.3 | Large Water Main Abandonment | \$5.- | \$46,685. - |
| 44 | 150 | EA | 237110 | 306-14.1 | 1-Inch Water Service | \$2,450. | \$367.500.- |
| 45 | 2 | EA | 237110 | 306-14.2.4 | 4-Inch Water Service (Trenchless) | \$7,200. - | \$14,400.- |
| 46 | 5 | EA | 237110 | 306-14.1 | 1-Inch Water Service (Trenchless) | \$6,100. | \$30,500. - |
| 47 | 1 | EA | 237110 | 306-18 | 4-Inch Blowoff Valve Assembly | \$6,800. | \$6,800. - |
| 48 | 4 | EA | 237110 | 306-19 | 1-Inch Air \& Vacuum Valve, Class 250 | \$4,400.- | \$17.600.- |
| 49 | 4 | EA | 238210 | 307-2 | Remove \& Reinstall Traffic Signs | \$200.- | \$800.- |
| 50 | 8 | EA | 238210 | 307-2 | Install Push Button On Stub Pole | \$2,300- | \$18,400.- |
| 51 | 4 | EA | 238210 | 307-2 | Install Traffic Sign On Post | \$200.- | \$800. - |
| 52 | 4 | EA | 238210 | 307-2 | Traffic Pedestrian Face Signal | \$490.- | \$1,960. - |
| 53 | 1 | EA | 541370 | 309-4 | Survey Monuments | \$2,500. | \$2,500.- |
| 54 | 1 | LS | 237110 | 600-1.2.1.3 | Contractor Furnished Materials for the City Forces High-line Work |  | \$16,500.- |
| 55 | 2300 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor | \$5.- | \$11.500. - |


| Item | Quantity | Unit | NAICS | Payment <br> Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :--- | :--- | :--- |
| 56 | 1 | LS | 237110 | $600-1.3 .1 .5$ | Contractor Furnished Materials for City Forces <br> Connection and Cut-in Work for Mains 16-inch and <br> Larger. |  | $\$ 24,000 .-$ |
| 57 | 300 | SF | 237110 | $600-1.3 .1 .5$ | Pavement Restoration for City Forces Final Connection | $\$ 17 .-$ | $\$ 5,100 .-$ |
| 58 | 1 | LS | 541330 | $701-9.4$ | Water Pollution Control Program Development |  | $\$ 4,800 .-$ |
| 59 | 1 | LS | 237990 | $701-9.4$ | Water Pollution Control Program Implementation |  | $\$ 15,000 .-$ |
| 60 | 9467 | LF | 541690 | $707-1.2$ | Archeological and Native American Monitoring <br> Program | $\$ 3 .-$ | $\$ 28,401 .-$ |
| 61 | 1 | AL | 541690 | $707-1.4$ | Archeological and Native American Mitigation and <br> Curation |  | $\$ 15,000.00$ |
| 62 | 170 | LF | 237110 | $708-1.3$ | Handling and Disposal of Non-friable Asbestos Material | $\$ 65 .-$ | $\$ 11,050 .-$ |


| ALTERNATE "A" |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 1 | LS | 237110 | 600-1.2.2.10 | High-lining by the Contractor |  | \$7,500. - |
| 2 | -1 | LS | 237110 | 600-1.2.1.3 | Contractor Furnished Materials for the City Forces Highline Work (Base Bid Item 55) |  | \$(16,500-) |
| 3 | -2300 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor (Base Bid Item 54) | \$5. - | \$(11,500.-) |
| ESTIMATED TOTAL ALTERNATE "A": |  |  |  |  |  |  | $s(20,500-)$ |


| Item | Quantity | Unit | Payment <br> Reference | NAICS | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ALTERNATE "B" |  |  |  |  |  |  |  |
| 1. | -300 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection (Base Bid Item 56) | \$11.37 | \$(3,411.-) |
| 2 | 11 | EA | 237110 | 600-1.3.2.10 | 8 -Inch through 12 -Inch Connections to The Existing System by Contractor | \$2,350. | \$25,850. |
| 3 | 1 | EA | 237110 | 600-1.3.2.10 | 16-Inch Connections to The Existing System by Contractor | \$4.500. - | \$4.500.- |
| 4 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Tee by Contractor | \$5,500.- | \$11,000. - |
| 5 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Bend by Contractor | \$4,500. - | \$9.000.- |
| 6 | 12 | EA | 237110 | 600-1.4.9 | Cut and Plug of The Existing System by Contractor | \$800.- | \$9,600. - |
| ESTIMATED TOTAL ALTERNATE "B": |  |  |  |  |  |  | \$56,539.- |
| ESTIMATED TOTAL BASE BID + ALTERNATE "A" + ALTERNATE "B": |  |  |  |  |  |  | $\begin{aligned} & 10,59 \\ & 3,570,205.12 \\ & 3,570,199.1 \end{aligned}$ |

TOTAL BID PRICE FOR BID (Items 1 through 62 PLUS Alternate ' $A$ ' Items 1 through 3, PLUS Alternate 'B' Items 1 through 6, inclusive) amount written in words:
Three million five hundred and seventy thousand two hundred and five dollars and twelve cents

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The following addenda have been received and are acknowledged in this bid: $\qquad$ A

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

```
TERRY CAMERON, PRESIDENT
    AUSTIN CAMERON, \(S E C\). - TREAS.
    STEVE COKER, VICE PRESIDENT
    Derek Franken, VICE President
```

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full.
Bidder: TE CONSTRuCtION CO. INC.
Title: SECRETARY
Business Address: 10540 PROSPECT AVE., SANTEE, QA. 92071
Place of Business: SAME
Place of Residence:
$\qquad$

Signature Austial CAMERON

## NOTES:

A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: $\underline{A}$ and $B$.
B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration.
E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.
F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

## BIDDING DOCUMENTS

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR |  | TYPE OF WORK | $\begin{aligned} & \text { DOLLAR VALUE } \\ & \text { OF } \\ & \text { SUBCONTRACT } \end{aligned}$ | $\begin{aligned} & \text { DVBE, OBE, } \\ & \text { ELBE, SLBE, SDB, } \\ & \text { WoSB, HUBZone, } \\ & \text { OR SDVOSB } \end{aligned}$ |  | $\begin{aligned} & \text { JOINT } \\ & \text { VENTURE } \\ & \text { PARTNERSHIP } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: YBS Concrete Address 821 hunntor. Ste 204 <br>  | constructer | concrete Flatwork | \$79,530.- | ELBE | city |  |
|  <br>  | constructer | video Preexisting canditions | \$1,900.- | ELBE | city |  |
| Name Sealright paving <br>  <br> Citiv:Solin | constructor | Asphalt Paving, cold <br>  | \$559,800.- | SLBE | city |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | ---: |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |

Certified Small Local Business Enterprise
Woman-Owned Small Business
SLBE
Service-Disabled Veteran Owned Small Business
SDVOSB
Small Disadvantaged Business
HUBZone Business
HUBZone
As appropriate, Bidder shall indicate if Subcontractor is certified by: City of San Diego
California Public Utilities Commission
State of California's Department of General Services
CITY
CPUC
CADoGS
CA

State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council
City of Los Angeles
U.S. Small Business Administration

CALTRANS SRMSDC

LA
SBA

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

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TEL ERHONENOMBER OF SUBCONTRACTOR | CONSTRECTOR ORDESIGNER | TYPE OF WORK | DOLLAR VALEE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB (1) | WHERE CERTLFIED (2) | CHECKIF JOINT VENTURE PARTNERSHIP |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Wedgeco, Inc. <br> Address: 21651 commercial street <br> City:Sanplego <br> Zip: 92113 Phone: $119-236-8928$ | constructor | cleaningt coating of Existine ouctile iran Pide | $\$ 33,075 .-$ | ELBE | city |  |
| Name: Brian F Smith tassociales $\qquad$ Address: 14010 rowayRa ste. A City: $\qquad$ Phone: <br> :858-679-8218 | constructer | Archeol Paleo monitening | $\$ 28,401 .$ | SUBE | city |  |
| Name:Payco specialifes Inc <br> Address: 120 North 2 na Avenve <br> City:Chula Vista state: CA <br> Zip:91910 <br> Phone: $619-422-9204$ | constructer | sthiping | $\$ 25,055 \text {. }$ |  |  |  |



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

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS A ND TELEPHONE NEMBER OF SLBCONTRACTOR | CONSIRECTOR OREDESIGNER | TYPE OF WORK | DOLIAR VALUE OF SUBCONIRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLDBE, SDB, WoSB, HEBZone, OR SDVOSB | WHERE CERTIFIEDQ | CHECKIE JOLNT VENTURE PARENERSAIP |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name:Arrieta Construction address: 1215 Nafth marshall Ave <br> City: el $\qquad$ <br> Caion <br> State: <br> Zip: $\qquad$ 92020 <br> Phone: <br> $619-448-7693$ | constructer | Fire Hydrant installation | $\$ 71,525$ | ELBE | Giv |  |
| Name:Terra West inc <br> Address: 106 Tierra del Rey Ste 204 <br> City:Chulavista stato. CA <br> Zip: 91910 Phone: $619-591-1007$ | Designer | $W P C P$ | $\$ 485 .$ | SLBE | city |  |
| Name: thas constuction lac $\qquad$ Address: 1047 la mirada court City: Uista <br> State: CA <br> $\mathrm{Zip}: 92081$ <br> Phone: 160-727-9808 | Constructer | Traffic loops, push outten relocation. traffic pedestrian facesignal | $\$ 23,500$ |  |  |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise |
| :--- | :--- | :--- |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business |

Woman-Owned Small Business WoSB
Service-Disabled Veteran Owned Small Business SDVOSB
(2) As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADoGS |

State of California's Department of General Services
State of California

CPUC
CADoGS
CA

State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles
U.S. Small Business Administration

CALTRANS SRMSDC LA

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

## BIDDING DOCUMENTS

## NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named Equipment/Material Supplier List, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to $60 \%$ of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case $100 \%$ will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERLALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLLER (Yes/No) | MANUFACTURER <br> (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB ${ }^{1}$ | WHERE CERTIFIED (2) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: |  |  |  |  |  |  |
| Address: |  |  |  |  |  |  |
| City: |  |  |  |  |  |  |
| Zip: _ Phone: |  |  |  |  |  |  |
| Name: |  |  |  |  | - |  |
| Address: |  |  |  |  |  |  |
| City: _ State: |  |  |  |  |  |  |
| Zip: __ Phone: |  |  |  |  |  |  |
| Name: |  |  |  |  |  |  |
| Address: |  |  |  |  |  |  |
| City: _ State: |  |  |  |  |  |  |
| Zip: __ Phone: |  |  |  |  |  |  |

(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 |

(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 | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| 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.

Form Title: NAMED EQUIPMENT/MATERIAL SUPPLIER LIST
(Rev. July 2012)
Form Number: AA40
Water Group 958

## SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's Base Bid who, as a result of the alternates, will perform work or labor, or render services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of $0.5 \%$.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WOSB, HUBZone, OR SDVOSBC | WHERE CERTIFIED (2) | CHECK IF JOINT VENTURE PARTNERSHIP |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Name: |  |  |  |  |  |  |
|  | Address: |  |  |  |  |  |  |
|  | City: $\qquad$ State: |  |  |  |  |  |  |
|  | Zip: |  |  |  |  |  |  |
|  | Name: |  |  |  |  |  |  |
|  | Address: |  |  |  |  |  |  |
|  | City:_ State: |  |  |  |  |  |  |
|  | Zip: Phon |  |  |  |  |  |  |
|  | Name: |  |  |  |  |  |  |
|  | Address: |  |  |  |  |  |  |
|  | City: $\qquad$ State: |  |  |  |  |  |  |
|  | Zip: _ Pho |  |  |  |  |  |  |
|  | Name: |  |  |  |  |  |  |
|  | Address: |  |  |  |  |  |  |
|  | City: $\qquad$ State: |  |  |  |  |  |  |
|  | Zip: _ Phone: |  |  |  |  |  |  |

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 |
| :--- | :--- | :--- |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business |
| Woman-Owned Small Business | WoSB | HUBZone Business |

Woman-Owned Small Business
WoSB
SDVOSB

Certified Woman Business Enterprise Certified Emerging Local Business Enterprise HUBZone Business

CITY
CPUC
CADoGS
CA

State of California Department of Transportation San Diego Regional Minority Supplier Diversity Council City of Los Angeles
U.S. Small Business Administration

| City of San Diego | CITY | State of California Department of Transportation |
| :--- | :--- | :--- |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council |
| State of California's Department of General Services | CADoGS | City of Los Angeles |
| State of California | CA | U.S. Small Business Administration |

The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.
Form Title: SUBCONTRACTORS ADDITIVE/DEDUCTIVE ALTERNATES
(Rev. July 2012)
Form Number: AA45
Water Group 958

## Sliflib CN

## City of San Diego

CONTRACTOR'S NAME: El Cajon Grading \& Engineering Co., Inc.
address: P.O. Box 967, Lakeside, CA 92040
TELEPHONE NO.: 619-561-9840 FAX NO.: 619-561-9908

## CITY CONTACT: $\frac{\text { Damian Singleton }}{\frac{\text { Phone No. (619) }}{\text { A Abassyouni/BD/LJ }}}$ <br> DOCUMENTS

FOR


## WATER GROUP 958

VOLUME 2 OF 2
BID NO.: $\qquad$ K-13-1075-DBB-3
SAP NO. (WBS/IO/CC): B-11137
CLIENT DEPARTMENT: 2013
COUNCIL DISTRICT: ..... $1 / 6$
PROJECT TYPE: ..... KB

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:
> PHASED-FUNDING
$>$ THE CITY'S SUBCONTRACTING PARTICIPATION REQUIREMENTS FOR SLBE PROGRAM.

## TABLE OF CONTENTS

## Volume 2 - Bidding Documents

The following forms must be completed in their entirety and submitted with the Bid. Include the form(s) even if the information does not apply. Where the information does not apply write in N/A. Failure to include any of the forms may cause the Bid to be deemed non-responsive. If you are uncertain or have any questions about any required information, contact the City no later than 14 days prior to Bid due date.

1. Bid/Proposal. ..... 3
2. Bid Bond ..... 6
3. Non-Collusion Affidavit to be executed by Bidder and Submitted with Bid under 23 USC 112 and PCC 7106 ..... 7
4. Contractors Certification of Pending Actions ..... 8
5. Equal Benefits Ordinance Certification of Compliance. ..... 9
6. Proposal (Bid) ..... 10
7. Form AA35-List of Subcontractors ..... 16
8. Form AA40 - Named Equipment/Material Supplier List ..... 17
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## PROPOSAL

## 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.

## IF A SOLE OWNER OR SOLE CONTRACTOR SIGN HERE:

(1) Name under which business is conducted
(2) Signature (Given and surname) of proprietor
(3) Place of Business (Street \& Number)
(4) City and State $\qquad$ Zip Code $\qquad$
(5) Telephone No. $\qquad$ Facsimile No.

## IF A PARTNERSHIP, SIGN HERE:

(1) Name under which business is conducted
(2) Name of each member of partnership, indicate character of each partner, general or special (limited):
(3) Signature (Note: Signature must be made by a general partner)

Full Name and Character of partner
$\qquad$
$\qquad$
(4) Place of Business (Street \& Number) $\qquad$
(5) City and State $\qquad$ Zip Code $\qquad$
(6) Telephone No. $\qquad$ Facsimile No. $\qquad$

## IF A CORPORATION, SIGN HERE:

(1) Name under which business is conducted El Cajon Grading \& Engineering Co., Inc.
(2) Signature, with official title of officer authorized to sign for the corporation:


President
(Title of Officer)
(3) Incorporated under the laws of the State of California
(4) Place of Business (Street \& Number) P.O. Box 967
(5) City and State Lakeside, CA Zip Code 92040
(6) Telephone No. 619-561-9840 Facsimile No. 619-561-9908

## THE FOLLOWING SECTIONS MUST BE FILLED IN BY ALL PROPOSERS:

In accordance with the "NOTICE INVITING BIDS", the bidder holds a California State Contractor's license for the following classifications) to perform the work described in these specifications:

## LICENSE CLASSIFICATION

 ALICENSE NO. 274857
EXPIRES $\qquad$ 9-13-14

This license classification must also be shown on the front of the bid envelope. Failure to show license classification on the bid envelope may cause return of the bid unopened.
TAX IDENTIFICATION NUMBER (TIN): 95-2765405
E-Mail Address: b.young@ecgrading.com

## CONTRACTORS 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 ten 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.

Х 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.
$\square$ The undersigned certifies that within the past ten 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:


Contractor Name: El Cajon Grading \& Engineering Co., Inc.

Certified By


Name


Title President
$\qquad$

Date 4-22-13

USE ADDITIONAL FORMS AS NECESSARY

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE


For additional information, contact: City of San Diego
Equal Benefits Program
202 C Street, MS 9A, San Diego, CA 92101
Phone (619) 533-3948 Fax (619) 533-3220


The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in SDMC $\S 22.4302$ for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
- Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
- Any benefit not offer an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit EBO Certification of Compliance, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and Rules Implementing the EBO are available at www.sandiego.gov/administration.

## CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.
(2. I affirm compliance with the EBO because my firm (contractor must select one reason):
$\square$ Provides equal benefits to spouses and domestic partners.
$\square$ Provides no benefits to spouses or domestic partners.
$\square$ Has no employees.
W Has collective bargaining agreements) in place prior to January 1, 2011, that has not been renewed or expired.I request the City's approval to pay affected employees a cash equivalent in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.
It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]

Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.
William C. Yougn, President


Signature
FOR OFFICIAL CITY USE ONLY
Receipt Date: EBO Analyst:
$\square$ Approved $\square$ Not Approved - Reason:

| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| BASE BID |  |  |  |  |  |  |  |
| 1 | 1 | LS | 524126 | 2-4.1 | Bonds (Payment and Performance) | >< | \$ 35,000.00 |
| 2 | 1 | EA | 541214 | 3-3.2.2 | Certified Payroll | \$ 100.00 | \& 100.00 |
| 3 | 1 | AL | 237110 | 7-5.3 | CalTrans Encroachment Permit - Type I | $\bigcirc$ | \$5,000.00 |
| 4 | 1 | LS | 238990 | 7-9.1.1 | Video Recording of Pre-existing Conditions | , | \$2,000.00 |
| 5 | 1 | LS | 237310 | 7-10.2.7 | Traffic Control |  | \$ 62,119.00 |
| 6 | 1 | AL | 237310 | 7-10.5.4 | Portable Changeable Message Signs (PCMS) - Type I | $\bigcirc$ | \$3,000.00 |
| 7 | 1 | LS | 541820 | 7-16.3 | Community Liason |  | \$23,000.00 |
| 8 | 1 | LS | 237110 | 9-3.4.1 | Mobilization | , | \$ 30,000.00 |
| 9 | 1 | AL |  | 9-3.5 | Field Orders - Type II | $<$ | \$200,300.00 |
| 10 | 160 | LF | 237310 | 207-9.2.4 | Cleaning and Coating of Existing Ductile Iron Pipe | \$ 215.00 | \$ 34,400.00 |
| 11 | 5 | EA | 237310 | 301-1.7 | Adjusting Existing Gate Valve Cover to Grade | \$ 190.00 | \$ 950.00 |
| 12 | 23 | EA. | 237310 | 301-1.7 | Adjusting Existing Manhole Frame \& Cover to Grade | \$ 450.00 | \$ 10,350.00 |
| 13 | 5000 | TON | 237310 | 301-2.4 | Class II Base | \$ 13.50 | \$ 67,500.00 |
| 14 | 40 | EA | 237310 | 302-1.12 | Traffic Detector Loop Replacement | \$ 420.00 | \$ 16,800.00 |
| 15 | 26564 | LF | 237310 | 302-1.12 | Cold Milling Asphalt Concrete Pavement | \$ 1.25 | \$ 33,205.00 |
| 16 | 5225 | SF | 237310 | 302-5.1.2 | Asphalt Pavement Repair | § 3.40 | \$ 17,765.00 |
| 17 | 4545 | TON | 237310 | 302-5.9 | 1-1/2 Inch Asphalt Concrete Overlay and Striping | \$ 92.00 | \$ 418,140.00 |
| 18 | 20 | CY | 237310 | 302-6.8 | Concrete Pavement | \$ 550.00 | \$ 11,000.00 |

BIDDING DOCUMENTS

| Item | Quantity | Unit | NAICS | Payment <br> Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 19 | 70872 | SY | 237310 | 302-7.4 | Pavement Fabric | \$ 2.35 | \$ 166,549.20 |
| 20 | 3 | EA | 237310 | 303-5.9 | Contractor Date Stamp and Impressions | \$ 110.00 | \$ 330.00 |
| 21 | 60 | SF | 237310 | 303-5.9 | Cross Gutter | \$ 11.00 | \$ 660.00 |
| 22 | 160 | LF | 237310 | 303-5.9 | Additional Curb and Gutter | \$ 33.00 | \$ 5,280.00 |
| 23 | 640 | SF | 237310 | 303-5.9 | Additional Sidewalk Removal and Replacement | \$ 7.75 | \$ 4,960.00 |
| 24 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 w/ Stainless Steel Detectable Warning Tiles | \$ 2,000.00 | \$ 4,000.00 |
| 25 | 2 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C1 Modified (Curb Ramp \#1 \& \#8) w/ Stainless Steel Detectable Warning Tiles | \$ 2,100.00 | \$ 4,200.00 |
| 26 | 1 | EA | 237310 | 303-5.10.2 | Curb Ramp Type Case A (SDG-130; Curb Ramp \#23) w/ Stainless Steel Detectable Warning Tiles | \$ 2,000.00 | \$ 2,000.00 |
| 27 | 19 | EA | 237310 | 303-5.10.2 | Curb Ramp Type C2 w/ Stainless Steel Detectable Warning Tiles | \$ 2,000.00 | \$ 38,000.00 |
| 28 | 8 | EA | 237310 | 303-5.10.2 | Curb Ramp Type D w/ Stainless Steel Detectable Warning Tiles | \$ 1,700.00 | \$ 13,600.00 |
| 29 | 1 | LS | 237110 | 306-1.1.6 | Trench Shoring | $\rightarrow$ | \$ 7,900.00 |
| 30 | 387 | CY | 237110 | 306-1.2.1.1 | Additional Bedding | \$ 10.00 | \$ 3,870.00 |
| 31 | 130 | CY | 237310 | 300-1.4 | Additional Pavement Removal \& Disposal | \$ 50.00 | \$ 6,500.00 |
| 32 | 2000 | TON | 237110 | 306-1.6 | Imported Backfill | \$ 5.00 | \$ 10,000.00 |
| 33 | 935 | TON | 237310 | 306-1.5.1 | Temporary Resurfacing | \$ 85.00 | \$ 79,475.00 |
| 34 | 7508 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 235 | \$ 100.00 | \$750,800.00 |
| 35 | 4074 | LF | 237110 | 306-1.6 | 16-Inch Water Main, Class 305 | \$ 125.00 | \$509,250.00 |
| 36 | 60 | CY | 237110 | 306-1.6 | Thrust Block \& Anchor Block | \$ 450.00 | \$ 27,000.00 |


| Item | Quantity | Unit | NAICS | Payment Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 37 | 23 | EA | 237110 | 306-1.6 | 6-Inch Fire Hydrant Assembly \& Marker (3-Port) | \$ 6,800.00 | \$156,400.00 |
| 38 | 29 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B | \$ 3,400.00 | \$ 98,600.00 |
| 39 | 5 | EA | 237110 | 306-1.6 | 16-Inch Butterfly Valve Class 250B with By-Pass \& 3" Gate Valve | \$ 8,000.00 | \$ 40,000.00 |
| 40 | 2 | EA | 237110 | 306-1,6 | 12-Inch Gate Valve | \$ 3,000.00 | \$ 6,000.00 |
| 41 | 10 | EA | 237110 | 306-1.6 | 8-Inch Gate Valve | \$ 1,750.00 | \$ 17,500.00 |
| 42 | 1 | LS | 237110 | 306-5.3 | Removal or Abandonment of Existing Water Facilities | $>$ | \$ 11,580.00 |
| 43 | 9337 | LF | 237110 | 306-5.3 | Large Water Main Abandonment | \$ 4.90 | \$ 45,751.30 |
| 44 | 150 | EA | 237110 | 306-14.1 | 1-Inch Water Service | \$ 1,900.00 | \$ 285,000.00 |
| 45 | 2 | EA | 237110 | 306-14.2.4 | 4-Inch Water Service (Trenchless) | \$ 12,875.00 | \$ 25,750.00 |
| 46 | 5 | EA | 237110 | 306-14.1 | 1-Inch Water Service (Trenchless) | \$ 2,326.00 | \$ 11,630.00 |
| 47 | 1 | EA | 237110 | 306-18 | 4-Inch Blowoff Valve Assembly | \$ 3,910.00 | \$ 3,910.00 |
| 48 | 4 | EA | 237110 | 306-19 | 1-Inch Air \& Vacuum Valve, Class 250 | \$ 4,500.00 | \$ 18,000.00 |
| 49 | 4 | EA | 238210 | 307-2 | Remove \& Reinstall Traffic Signs | \$ 360.00 | \$ 1,440.00 |
| 50 | 8 | EA | 238210 | 307-2 | Install Push Button On Stub Pole | \$ 2,350.00 | \$ 18,800.00 |
| 51 | 4 | EA. | 238210 | 307-2 | Install Traffic Sign On Post | \$ 300.00 | \$ 1,200.00 |
| 52 | 4 | EA | 238210 | 307-2 | Traffic Pedestrian Face Signal | \$ 500.00 | \$ 2,000.00 |
| 53 | 1 | EA | 541370 | 309-4 | Survey Monuments | \$ 200.00 | \$ 200.00 |
| 54 | 1 | LS | 237110 | 600-1.2.1.3 | Contractor Furnished Materials for the City Forces High-line Work |  | \$ 22,955.00 |
| 551 | 2300 | LF | 237110 | 600-1.2.1.3 | High-lining Removed by Contractor | \$ 2.00 | \$ 4,600.00 |


| Item | Quantity | Unit | NAICS | Payment <br> Reference | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 56 | 1 | LS | 237110 | 600-1.3.1.5 | Contractor Furnished Materials for City Forces Connection and Cut-in Work for Mains 16 -inch and Larger. |  | \$ 34,845.00 |
| 57 | 300 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection | \$ 9.15 | \$ 2,745.00 |
| 58 | 1 | LS | 541330 | 701-9.4 | Water Pollution Control Program Development |  | \$ 500.00 |
| 59 | 1 | LS | 237990 | 701-9.4 | Water Pollution Control Program Implementation |  | \$ 9,000.00 |
| 60 | 9467 | LF | 541690 | 707-1.2 | Archeological and Native American Monitoring Program | \$ 4.50 | \$ 42,601.50 |
| 61 | 1 | AL | 541690 | 707-1.4 | Archeological and Native American Mitigation and Curation |  | \$15,000.00 |
| 62 | 170 | LF | 237110 | 708-1.3 | Handling and Disposal of Non-friable Asbestos Material | \$ 20.00 | \$ 3,400.00 |
| ESTIMATED TOTAL BASE BID: |  |  |  |  |  |  | \$ 3,484,411.00 |


| ALTERNATE "A" |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :--- | :--- | :--- |
| 1 | 1 | LS | 237110 | $600-1.2 .2 .10$ | High-lining by the Contractor |  |  |
| 2 | -1 | LS | 237110 | $600-1.2 .1 .3$ | Contractor Furnished Materials for the City Forces High- <br> line Work (Base Bid Item 55) |  |  |
| 3 | -2300 | LF | 237110 | $600-1.2 .1 .3$ | High-lining Removed by Contractor (Base Bid Item 54) | $\$ 2.00$ | $\$(4,600.00)$ |


| Item | Quantity | Unit | Payment Reference | NAICS | Description | Unit Price | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ALTERNATE "B" |  |  |  |  |  |  |  |
| 1 | -300 | SF | 237110 | 600-1.3.1.5 | Pavement Restoration for City Forces Final Connection (Base Bid Item 56) | \$ 9.15 | \$ (2,745.00) |
| 2 | 11 | EA | 237110 | 600-1.3.2.10 | 8-Inch through 12 -Inch Connections to The Existing System by Contractor | \$ 4,295.00 | \$ 47,245.00 |
| 3 | 1 | EA | 237110 | 600-1.3.2.10 | 16-Inch Connections to The Existing System by Contractor | \$ 5,880.00 | \$ 5,880.00 |
| 4 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Tee by Contractor | \$ 7,840.00 | \$ 15,680.00 |
| 5 | 2 | EA | 237110 | 600-1.3.2.10 | 16-Inch Cut-in Bend by Contractor | \$ 5,005.00 | \$ 10,010.00 |
| 6 | 12 | EA | 237110 | 600-1.4.9 | Cut and Plug of The Existing System by Contractor | \$ 2,600.00 | \$ 31,200.00 |
| ESTIMATED TOTAL ALTERNATE "B": |  |  |  |  |  |  | S 107,270.00 |
| ESTIMATED TOTAL BASE BID + ALTERNATE "A" + ALTERNATE "B": |  |  |  |  |  |  | \$3,595,788.00 |

TOTAL BID PRICE FOR BID (Items 1 through 62 PLUS Alternate ' $A$ ' Items 1 through 3, PLUS Alternate 'B' Items 1 through 6, inclusive) amount written in words:

Three Million, Five hundred Ninety Five Thousand, Seven Hundred Eighty-Eight Dollars

The Bid shall contain an acknowledgment of receipt of all addenda, the numbers of which shall be filled in on the Bid form. If an addendum or addenda has been issued by the City and not noted as being received by the Bidder, this proposal shall be rejected as being non-responsive. The following addenda have been received and are acknowledged in this bid: $\qquad$ A

The names of all persons interested in the foregoing proposal as principals are as follows:
William C. Young - President
William R. Young - Vice President
Judy L. Young - Secretary
Linda Linn - Treasurer
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.
Bidder: El Cajon Grading \& Engineering Co., Inc.
Title: Vice President
Business Address: P.O. Box 967, Lakeside, CA 92040
Place of Business: 13684 Hwy. 8 Business, Lakeside, CA 92040
Place of Residence: 13684 Hwy. 8 Business, Lakeside, CA 92040
Signature:


## NOTES:

A. The City shall determine the low Bid based on the Base Bid plus the following Alternates: A and B.
B. After the low Bid has been determined, the City may award the Contract for the Base Bid alone or if applicable, for the Base Bid plus any combination of alternates selected in the City's sole discretion.
C. Prices and notations shall be in ink or typewritten. All corrections (which have been initiated by the Bidder using erasures, strike out, line out, or "white-out") shall be typed or written in with ink adjacent thereto, and shall be initialed in ink by the person signing the bid proposal.
D. Failure to initial all corrections made in the bidding documents shall cause the Bid to be rejected as non-responsive and ineligible for further consideration.
E. Blank spaces must be filled in, using figures. Bidder's failure to submit a price for any Bid item that requires the Bidder to submit a price shall render the Bid non-responsive and shall be cause for its rejection.
F. Unit prices shall be entered for all unit price items. Unit prices shall not exceed two (2) decimal places. If the Unit prices entered exceed two (2) decimal places, the City will only use the first two digits after the decimal points without rounding up or down.
G. All extensions of the unit prices bid will be subject to verification by the City. In the case of inconsistency or conflict between the product of the Quantity x Unit Price and the Extension, the product shall govern.
H. In the case of inconsistency or conflict, between the sums of the Extensions with the estimated total Bid, the sum of the Extensions shall govern.
I. Bids shall not contain any recapitulation of the Work. Conditional Bids will be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | $\begin{aligned} & \text { DOLLAR VALUE } \\ & \text { OF } \\ & \text { SUBCONTRACT } \end{aligned}$ | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE,SDB, WoSB, HUBZone, OR SDVOSB(1) | WHERE CERTIFIED(2) | $\begin{gathered} \text { CHECKIF } \\ \text { JONT } \\ \text { VENTURE } \\ \text { PARTNERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Video Fact Documentation Address: 4609 Lyons Dr. City: La $M$ Mesa $\quad$ State: CA Zip: $91941 \quad$ Phone: $619-442-0080$ | Constructor | Video Tape | \$1,900.00 | ELBE | CITY |  |
| Name: Brian F. Smith \& Assoc. <br> Address: 14010 Poway Rd. <br> City: Poway <br> State: CA <br> 7ip: 92064 <br> Phonc: <br> 858-679-8218 | Constructor | Archeo \& Native American Montoring | \$41,285.00 | SLBE | CITY | , |
| Name: Statewide Stripes <br> Address: P.O. Box 600710 <br> City:San Diego State: CA <br> Zip:_92160 Phone:-858=560-6887 | Constructor | Traffic Striping | \$24,000.00 | OBE |  |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | ---: |
| Certified Disadvantared Business Enterprise | DBE | Certifed 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 | HUBZ |  | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDV |  |  |


| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| :--- | :--- | :--- | ---: |
| California Public Utilities Commission | CPUC | San Diego Regional Minority Supplier Diversity Council | SRMSDC |
| 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.

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 sball be stated for all subcontractors listed. Failure to comply with this requirement shall 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 alI SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | $\begin{aligned} & \text { DOLLAR VALUE } \\ & \text { OF } \\ & \text { SUBCONTRACT } \end{aligned}$ | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSBD | WHERE CERTIFIED ${ }^{2}$ | $\begin{gathered} \text { CHECK IF } \\ \text { JOINT } \\ \text { VENTURE } \\ \text { PARTNERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Hydrodynamics Address:2651 Commercial St. City:San Diego State: CA Zip: $92113 \quad$ Phone: $619-236-8928$ | Constructor | Clean \& Coat Pipe | \$33,075.00 | SLBE | CITY |  |
| Name: McGrath Consulting Address: P. O. Box 20205 City: El Cajon State: CA Zip: $92021 \quad$ Phone: $619-250-2025$ | Constructor | SWPP | \$485.00 | ELBE | CITY |  |
| Name: Vic Salazar Communications <br> Address: 2514 Jamacha Rd., \#502-21 <br> City: El Cajon <br> State: CA <br> Zip: 92019 <br> Phome: 619-517-4744 | Constructor | Community Liason | \$22,000.00 | ELBE | CITY |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | ---: |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB |  |  |

(2)

As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of Califormia's Department of General Services | CADoGS |
| State of California | CA |

[^5]CALTRANS
California Public Utilities Commission
CPUC
CA
SRMSDC
State of Califoma
LA
SBA
The Bidder will not receive any subcontracting participation percentages if the Bidder fails to submit the required proof of certification.

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | $\begin{aligned} & \text { DOLLAR VALUE } \\ & \text { OF } \\ & \text { SUBCONTRACT } \end{aligned}$ | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB(1) | WHERE CERTIFIED(3) | $\begin{gathered} \text { CAECKIF } \\ \text { JOINT } \\ \text { VENTURE } \\ \text { PARTNERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Portillo Concrete Inc. Address: 3527 Citrus St. City: Lemon Grove State: CA Zip: $91945 \quad$ Phone: $619-466-4639$ | Constructor | Curbs, Ramps \& Sidewalks | \$81,580.00 | OBE |  |  |
| Name:Cell-Crete Corporation Address: 135 E. Railroad City: Monrovia. $\quad$ State: $\frac{\text { CA }}{}$ Zip: $91016 \quad$ Phone: $626-357-3500$ | Constructor | Lightweight <br> Cellular <br> Concrete | \$31,635.78 | OBE |  |  |
| Namie: SealRight Paving <br> Address: P.O Box 2753 <br> City: Spring Valleykate: CA <br> Zip: 91979 <br> Phone: <br> 619-465-7411 | Constructor | Paving | \$581,569.05 | SLBE |  |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | ---: |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |

Service-Disabled Veteran Owned Small Business SDVOSB
As appropriate, Bidder shall indicate if Subcontractor is certified by: City of San Diego

CITY
Califomia Public Utilities Commission
CPUC
State of California's Department of General Services
CADoGS
State of California
CA

State of California Department of Transportation
San Diego Regional Minority Supplier Diversity Council
City of Los Angeles
CALTRANS
SRMSDC
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.

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act", Division 2, Part 1, Chapter 4 of the Public Contract Code, the Bidder shall list below the name and address of each Subcontractor who will perform work, labor, render services or 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 list below the portion of the work which will be done 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 shall 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 that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | DOLLAR VALUE OF SUBCONTRACT | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB(1) | WHERE CERTIFLED(2) | $\begin{aligned} & \text { CHECK IF } \\ & \text { JOINT } \\ & \text { VENTURE } \\ & \text { PARTNERSHIP } \end{aligned}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: M.H. Hoffman Trucking <br> Address: 700 Martos Place <br> City: Chula Vista State: CA <br> Zip: $91910 \quad$ Phone: $619-559-4550$ | Constructor | Trucking | \$50,000.00 | ELBE | CITY |  |
| Name: Southwest Signal Service <br> Address: 397 Raleigh Ave. <br> City: El Cajon $\qquad$ State: CA <br> Zip: 92020 $\qquad$ Phone: $\qquad$ | Constructor | Traffic Loops | \$35,920.00 | ELBE | CITY |  |
| Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phonc: $\qquad$ | - |  |  |  |  |  |

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

| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| :--- | :--- | :--- | :--- |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadyantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |

(2) As appropriate, Bidder shall indicate if Subcontractor is certified by:

| City of San Diego | CITY |
| :--- | :--- |
| California Public Utilities Commission | CPUC |
| State of California's Department of General Services | CADOGS |
| State of California | CA |

State of California Department of Transportation CALTRANS
Califomia Public Utilities Commission
State of California's Department of General Services
CPUC
State of California CA
San Diego Regional Minority Supplier Diversity Council
rer
City of Los Angeles
LA
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

The Bidder seeking the recognition of equipment, materials, or supplies obtained from Suppliers towards achieving any mandatory, voluntary, or both subcontracting participation percentages shall list the Supplier(s) on the Named Equipment/Material Supplier List. The Named EquipmentMaterial Supplier List, at a minimum, shall have the name, locations (City) and the DOLLAR VALUE of the Suppliers. The Bidder will be credited up to $60 \%$ of the amount to be paid to the Suppliers for such materials and supplies unless vendor manufactures or substantially alters materials and supplies in which case $100 \%$ will be credited. The Bidder is to indicate (Yes/No) whether listed firm is a supplier or manufacturer. In calculating the subcontractor participation percentages, vendors/suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed dollar value for purposes of calculating the Subcontractor Participation Percentage, Suppliers will receive $60 \%$ credit of the listed DOLLAR VALUE, whereas manufacturers will receive $100 \%$ credit. If no indication provided, listed firm will be credited at $60 \%$ of the listed DOLLAR VALUE for purposes of calculating the subcontractor participation percentages.

| NAME, ADDRESS AND TELEPHONE NUMBER OF VENDOR/SUPPLIER | MATERIALS OR SUPPLIES | DOLLAR VALUE OF MATERIAL OR SUPPLIES | SUPPLIER <br> (Yes/No) | MANUFACTURER (Yes/No) | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, FUBZone, OR SDVosB(1) | WHERE CERTIFIED(3) |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Name: Acme Safety <br> Address: 1616 West Ave. <br> City National City $\qquad$ State: CA <br> Zip: $\qquad$ 91950 Phone: 619-299-5100 | Materials | \$11,000 |  | Yes | SLBE | CITY |
| Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Lip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |
| Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |

(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 Büsiness Enterprise | OBE | Certificd Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |

Certified Small Local Business Enterprise
Woman-Owned Small Business
Service-Disabled Veteran Owned Small Business

WoSB SDVOSB

正
HUBZone Business

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 | San Diego Regional Minority Supplier Diversity Coumcil | SRMSDC |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

## SUBCONTRACTORS ADDITTVE/DEDUCTIVE ALTERNATE

Bidder shall list all Subcontractors described in the Bidder's Base Bid whose percentage of work will increase or decrease if alternates are selected for award. Bidder shall also list additional Subcontractors not described in the Bidder's Base Bid who, as a result of the alternates, will perform work or labor, or tender services, or specially fabricate and install a portion [type] of work or improvements in an amount in excess of $0.5 \%$.. The Bidder shall list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors that Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

| ADDITIVE/ DEDUCTIVE ALTERNATE | NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR | CONSTRUCTOR OR DESIGNER | TYPE OF WORK | $\begin{gathered} \text { DOLLAR } \\ \text { YALUE OF } \\ \text { SUBCONTRACT } \end{gathered}$ | MBE, WBE, DBE, DVBE, OBE, ELBE, SLBE, SDB, WoSB, HUBZone, OR SDVOSB(1) | WHERE CERTIFIED(*) | $\begin{gathered} \text { CHECK IF } \\ \text { JOINT } \\ \text { VENTURE } \\ \text { PARTNERSHIP } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| - | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  | - |  |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  | . |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |
|  | Name: $\qquad$ <br> Address: $\qquad$ <br> City: $\qquad$ State: $\qquad$ <br> Zip: $\qquad$ Phone: $\qquad$ |  |  |  |  |  |  |

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

| Certiffed Minority Business Enterprise | MBE | Certified Woman Business Enterprise |  |
| :--- | :--- | :--- | :--- |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | WBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | DVBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | ELBE |
| Woman-Owned Small Business | WoSB | HUBZone Business | SDB |
| HUZO |  |  |  |

(2) As appropriate, Bicder shall indicate if Subcontractor is certified by:
City of San Diego
California Public Utilities Commission
State of California's Department of General Services

State of California

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



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ALIGNMENT



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[^1]:    
    

[^2]:    make contact with the list of Native American Contacts on the attached list of Native American
    contacts, to see if your proposed project might inpact Native American cultural resources and to contacts, to see obtain their recommandations concerning the proposed project. Pursuant to CA Public Resources Code $\$ 5097.95$, the NAHC requests that the Native Arnerican consulting parties be
    provided pertinent project information. Consultation with Native American communities is also a Pmatter of environnenental justice as defined by Califormia Government Code $\$ 65040.12(e)$. ginformation be provided consulting tribal parties. The NAHC recommends avoidance as defined American cultural resources and Section 2183.2 that requires documentation, data recovery of

    ## Consultation with tribes and interested Native American consulting parties, on the NAHC Ilist, should be conducted in compliance with the requirements of federal NEPA and Section 106

     0
    $Z^{3}$ Histortc Properties were revised so that they could be applied to all historic resource types Histortc Properties were revised so that they could be applied to all historic resource types (coordination \& consultation) and 13007 (Sacred Sites) are helpful, supportive guldes for Section 108 consultation. The aforementioned Secretary of the Interior's Standards include
    

    Confidentallity of "historic properties of religious and cultural significance" should also be Onconsidered as protected by Califomia Govarnment Code $\$ 5254$ ( r) and may also be protected
    
    
    

    $$
    \begin{aligned}
    & \text { Furthermore, Public Resources Code Section } 5097.98 \text {, Calitornia Government Code } \\
    & \$ 27491 \text { and Health \& Safety Code Section } 7050.5 \text { provide for provisions for accidentally } \\
    & \text { dilscovered archeological resources during construction and mandate the processes to be } \\
    & \text { followed in the event of an accidental discovery of any human remains in a project tocation other } \\
    & \text { than a 'dedicated cemetery'. } \\
    & \text { To be effective, consultation on specific, projects must be the result of an ongoing, } \\
    & \text { relationship between Native American tribes and lead agencies, project proponents and their } \\
    & \text { contractors, in the opinion of the NAAH. Regarding tribal consultation, a relationship buit } \\
    & \text { around regular meetngs and informal involvement with local tribes will lead to more quallitative } \\
    & \text { consultation tribal input on specific projects. }
    \end{aligned}
    $$

    If you have any questions about this response to your request, please do not hesitate to
    contact me at ( 916 ) $653-6251$.

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[^3]:     CONTAIN INFORMATYON THATYS PRIVILEGED, CONFIDENTIAL AND BXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW, RECBIP ${ }^{\text {B }}$ BY AN UNINTENDED RECIPIEN' DOBS NOT CONSTITUTE A WAIVER OR ANY APPLICABLE PRIVILEGB.

[^4]:    
     this commmioation in orror, please notify us immediately by tolephone, and retum the orighal message to us at tho above address via the U.S. Pastal Service.

[^5]:    State of California Department of Transportation
    San Diego Regional Minority Supplier Diversity Council

    City of Los Angeles
    U.S. Small Business Administration

