

ENGINEER OF WORK

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



1) Registered Landscape Architect

10/25/23
Date

Seal:





2) For City Engineer

10/25/23
Date

Seal:



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REQUIRED DOCUMENTS SCHEDULE DURING BIDDING AND AWARDING

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

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

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

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

NOTICE INVITING BIDS

1. **SUMMARY OF WORK:** This is the City of San Diego's (City) solicitation process to acquire Construction services for **EMTS Boat Dock Esplanade**. For additional information refer to Attachment A.
2. **FULL AND OPEN COMPETITION:** This solicitation is subject to full and open competition and may be bid by Contractors on the City's approved Prequalified Contractors List. For information regarding the Contractors Prequalified list visit the City's web site: <http://www.sandiego.gov>.
3. **ESTIMATED CONSTRUCTION COST:** The City's estimated construction cost for this project is **\$1,600,000**.
4. **BID DUE DATE AND TIME ARE: DECEMBER 6, 2023 at 2:00 PM.**
5. **PREVAILING WAGE RATES APPLY TO THIS CONTRACT:** Refer to Attachment D.
6. **LICENSE REQUIREMENT:** To be eligible for award of this contract, Prime contractor must possess the following licensing classification: **A**.
7. **SUBCONTRACTING PARTICIPATION PERCENTAGES:** Subcontracting participation percentages apply to this contract.
 - 7.1. The City has incorporated **mandatory** SLBE-ELBE subcontractor participation percentages to enhance competition and maximize subcontracting opportunities. For the purpose of achieving the mandatory subcontractor participation percentages, a recommended breakdown of the SLBE and ELBE subcontractor participation percentages based upon certified SLBE and ELBE firms has also been provided to achieve the mandatory subcontractor participation percentages:

1. SLBE participation	9.4%
2. ELBE participation	10.6%
3. Total mandatory participation	20.0%
 - 7.2. The current list of Certified SLBE/ELBE Firms to be used for outreach for this project is posted to the Documents tab on Planetbids.
 - 7.3. The Bid may be declared non-responsive if the Bidder fails to meet the following requirements:
 - 7.3.1. Include SLBE-ELBE certified subcontractors at the overall mandatory participation percentage identified in this document; OR
 - 7.3.2. Submit Good Faith Effort (GFE) documentation, saved in searchable Portable Document Format (PDF), demonstrating the Bidder made a good faith effort to conduct outreach to and include SLBE-ELBE Subcontractors as required in

this solicitation by 5 PM 3 Working Days after the Bid opening if the overall mandatory participation percentage is not met.

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

8. AWARD PROCESS:

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

9. SUBMISSION OF QUESTIONS:

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

RRiego@sandiego.gov

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

INSTRUCTIONS TO BIDDERS

1. PREQUALIFICATION OF CONTRACTORS:

- 1.1. Contractors submitting a Bid must be pre-qualified for the total amount proposed, including all alternate items, prior to the date of submittal. Bids from contractors who have not been pre-qualified as applicable and Bids that exceed the maximum dollar amount at which contractors are pre-qualified may be deemed **non-responsive** and ineligible for award.
- 1.2. The completed application must be submitted online no later than 2 weeks prior to the bid opening.
- 1.3. **Joint Venture Bidders Cumulative Maximum Bidding Capacity:** For projects with an engineer's estimate of \$30,000,000 or greater, Joint Ventures submitting bids may be deemed responsive and eligible for award if the cumulative maximum bidding capacity of the individual Joint Venture entities is equal to or greater than the total amount proposed.
 - 1.3.1. Each of the entities of the Joint Venture must have been previously prequalified at a minimum of \$15,000,000.
 - 1.3.2. Bids submitted with a total amount proposed of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification. To be eligible for award in this scenario, the Joint Venture itself or at least one of the Joint Venture entities must have been prequalified for the total amount proposed.
 - 1.3.3. Bids submitted by Joint Ventures with a total amount proposed of \$30,000,000 or greater on a project with an engineer's estimate of less than \$30,000,000 are not eligible for Cumulative Maximum Bidding Capacity prequalification.
 - 1.3.4. The Joint Venture designated as the Apparent Low Bidder shall provide evidence of its corporate existence and furnish good and approved bonds in the name of the Joint Venture within 14 Calendar Days of receipt by the Bidder of a form of contract for execution.
- 1.4. Complete information and links to the on-line prequalification application are available at:

<http://www.sandiego.gov/cip/bidopps/prequalification>
- 1.5. Due to the City's responsibility to protect the confidentiality of the contractors' information, City staff will not be able to provide information regarding contractors' prequalification status over the telephone. Contractors may access real-time information about their prequalification status via their vendor profile on [PlanetBids.™](#)

2. **ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS:** Bids will be received in electronic format (eBids) EXCLUSIVELY at the City of San Diego's electronic bidding (eBidding) site, at: <http://www.sandiego.gov/cip/bidopps/index.shtml> and are due by the date, and time shown on the cover of this solicitation.
- 2.1. **BIDDERS MUST BE PRE-REGISTERED** with the City's bidding system and possess a system-assigned Digital ID in order to submit an electronic bid.
- 2.2. The City's bidding system will automatically track information submitted to the site including IP addresses, browsers being used and the URLs from which information was submitted. In addition, the City's bidding system will keep a history of every login instance including the time of login, and other information about the user's computer configuration such as the operating system, browser type, version, and more. Because of these security features, Contractors who disable their browsers' cookies will not be able to log in and use the City's bidding system.
- 2.3. The City's electronic bidding system is responsible for bid tabulations. Upon the bidder's or proposer's entry of their bid, the system will ensure that all required fields are entered. **The system will not accept a bid for which any required information is missing.** This includes all necessary pricing, subcontractor listing(s) and any other essential documentation and supporting materials and forms requested or contained in these solicitation documents.
- 2.4. **BIDS REMAIN SEALED UNTIL BID DEADLINE.** eBids are transmitted into the City's bidding system via hypertext transfer protocol secure (https) mechanism using SSL 128-256 bit security certificates issued from Verisign/Thawte which encrypts data being transferred from client to server. Bids submitted prior to the "Bid Due Date and Time" are not available for review by anyone other than the submitter who has until the "Bid Due Date and Time" to change, rescind or retrieve its proposal should it desire to do so.
- 2.5. **BIDS MUST BE SUBMITTED BY BID DUE DATE AND TIME.** Once the bid deadline is reached, no further submissions are accepted into the system. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and City staff are able to immediately see the results on line. City staff may then begin reviewing the submissions for responsiveness, EOCB compliance and other issues. The City may require any Bidder to furnish statement of experience, financial responsibility, technical ability, equipment, and references.
- 2.6. **RECAPITULATION OF THE WORK.** Bids shall not contain any recapitulation of the Work. Conditional Bids may be rejected as being non-responsive. Alternative proposals will not be considered unless called for.

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

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

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

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT:

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

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

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

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

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

shall be free to release the information when required in accordance with the PRA, pursuant to any other applicable law, or by order of any court or government agency, and the Contractor will hold the City harmless for release of this information.

5. CONTRACTOR REGISTRATION AND ELECTRONIC REPORTING SYSTEM:

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

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

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

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

7. INSURANCE REQUIREMENTS:

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

7.2. Refer to sections 5-4, “INSURANCE” of the Supplementary Special Provisions (SSP) for the insurance requirements which must be met.

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

Title	Edition	Document Number
Standard Specifications for Public Works Construction (“The GREENBOOK”) http://www.greenbookspecs.org/	2021	ECPI010122-01
City of San Diego Standard Specifications for Public Works Construction (“The WHITEBOOK”)* https://www.sandiego.gov/ecp/edocref/greenbook	2021	ECPI010122-02
City of San Diego Standard Drawings* https://www.sandiego.gov/ecp/edocref/standarddraw	2021	ECPI010122-03
Citywide Computer Aided Design and Drafting (CADD) Standards https://www.sandiego.gov/ecp/edocref/drawings	2018	PWPI010119-04
California Department of Transportation (CALTRANS) Standard Specifications https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-05

Title	Edition	Document Number
CALTRANS Standard Plans https://dot.ca.gov/programs/design/july-2023-ccs-standard-plans-and-standard-specifications	2023	ECPD092023-06
California Manual on Uniform Traffic Control Devices Revision 7 (CA MUTCD Rev 7) https://dot.ca.gov/programs/safety-programs/camutcd	2014	ECPD081023-07
NOTE: *Available online under Engineering Documents and References at: https://www.sandiego.gov/ecp/edocref/ *Electronic updates to the Standard Drawings may also be found in the link above		

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

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

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

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

12.3. LISTING OF SUBCONTRACTORS OR SUPPLIERS FOR ALTERNATES. For subcontractors or suppliers to be used on alternate items, bidder shall use the provided "**Subcontractors For Alternates**" form and shall indicate for each alternate subcontract whether it is an additive or deductive alternate; the subcontractor's name, location, phone number, email address, CA license number, and DIR registration number; whether the subcontractor is a designer, constructor or supplier; the type of work the subcontractor will be performing; and the dollar value of the subcontract for that alternate item. Failure to comply with this requirement may result in the bid being rejected as nonresponsive and ineligible for award.

13. SUBMITTAL OF "OR EQUAL" ITEMS: See Section 4-6, "Trade Names" in The WHITEBOOK and as amended in the SSP.

- 14. AWARD:**
- 14.1.** The Award of this contract is contingent upon the Contractor's compliance with all condition's precedent to Award.
- 14.2.** Upon acceptance of a Bid, the City will prepare contract documents for execution within approximately 21 days of the date of the Bid opening and award the Contract approximately within 7 days of receipt of properly executed Contract, bonds, and insurance documents.
- 14.3.** This contract will be deemed executed and effective only upon the signing of the Contract by the Mayor or his designee and approval as to form the City Attorney's Office.
- 15. SUBCONTRACT LIMITATIONS:** The Bidder's attention is directed to Standard Specifications for Public Works Construction, Section 3-2, "SELF-PERFORMANCE" in The GREENBOOK and as amended in the SSP which requires the Contractor to self-perform not less than the specified amount. Failure to comply with this requirement shall render the bid **non-responsive** and ineligible for award.
- 16. AVAILABILITY OF PLANS AND SPECIFICATIONS:** Contract Documents may be obtained by visiting the City's website: <http://www.sandiego.gov/cip/>. Plans and Specifications for this contract are also available for review in the office of the City Clerk or Purchasing & Contracting Department, Public Works Division.
- 17. ONLY ONE BID PER CONTRACTOR SHALL BE ACCEPTED:** No person, firm, or corporation shall be allowed to make, file, or be interested in more than one (1) Bid for the same work unless alternate Bids are called for. A person, firm or corporation who has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a Bid in its own behalf. Any Bidder who submits more than one bid will result in the rejection of all bids submitted.
- 18. SAN DIEGO BUSINESS TAX CERTIFICATE:** The Contractor and Subcontractors, not already having a City of San Diego Business Tax Certificate for the work contemplated shall secure the appropriate certificate from the City Treasurer, Civic Center Plaza, First floor and submit to the Contract Specialist upon request or as specified in the Contract Documents. Tax Identification numbers for both the Bidder and the listed Subcontractors must be submitted on the City provided forms within these documents.
- 19. BIDDER'S GUARANTEE OF GOOD FAITH (BID SECURITY) FOR DESIGN-BID-BUILD CONTRACTS:**
- 19.1.** For bids \$250,000 and above, bidders shall submit Bid Security at bid time. Bid Security shall be in one of the following forms: a cashier's check, or a properly certified check upon some responsible bank; or an approved corporate surety bond payable to the City of San Diego for an amount of not less than 10% of the total bid amount.
- 19.2.** This check or bond, and the monies represented thereby, will be held by the City as a guarantee that the Bidder, if awarded the contract, will in good faith enter into the contract and furnish the required final performance and payment bonds.

- 19.3. The Bidder agrees that in the event of the Bidder's failure to execute this contract and provide the required final bonds, the money represented by the cashier's or certified check will remain the property of the City; and the Surety agrees that it will pay to the City the damages, not exceeding the sum of 10% of the amount of the Bid, that the City may suffer as a result of such failure.
- 19.4. At the time of bid submission, bidders must upload and submit an electronic PDF copy of the aforementioned bid security. Whether in the form of a cashier's check, a properly certified check or an approved corporate surety bond payable to the City of San Diego, the bid security must be uploaded to the City's eBidding system. By 5PM, 1 working day after the bid opening date, all bidders must provide the City with the original bid security.
- 19.5. Failure to submit the electronic version of the bid security at the time of bid submission AND failure to provide the original by 5PM, 1 working day after the bid opening date shall cause the bid to be rejected and deemed **non-responsive**.

Original Bid Bond shall be submitted to:
Purchasing & Contracting Department, Public Works Division
1200 3rd Ave., Suite 200, MS 56P
San Diego, California, 92101
To the Attention of the Contract Specialist on the Front Page of this solicitation.

20. AWARD OF CONTRACT OR REJECTION OF BIDS:

- 20.1. This contract may be awarded to the lowest responsible and reliable Bidder.
- 20.2. Bidders shall complete ALL eBid forms as required by this solicitation. Incomplete eBids will not be accepted.
- 20.3. The City reserves the right to reject any or all Bids, to waive any informality or technicality in Bids received, and to waive any requirements of these specifications as to bidding procedure.
- 20.4. Bidders will not be released on account of their errors of judgment. Bidders may be released only upon receipt by the City within 3 Working Days of the bid opening, written notice from the Bidder which shows proof of honest, credible, clerical error of a material nature, free from fraud or fraudulent intent; and of evidence that reasonable care was observed in the preparation of the Bid.
- 20.5. A bidder who is not selected for contract award may protest the award of a contract to another bidder by submitting a written protest in accordance with the San Diego Municipal Code.
- 20.6. The City of San Diego will not discriminate in the award of contracts with regard to race, religion creed, color, national origin, ancestry, physical handicap, marital status, sex or age.
- 20.7. Each Bid package properly signed as required by these specifications shall constitute a firm offer which may be accepted by the City within the time specified herein.
- 20.8. The City reserves the right to evaluate all Bids and determine the lowest Bidder on the basis of the base bid and any proposed alternates or options as detailed herein.

21. BID RESULTS:

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

22. THE CONTRACT:

- 22.1.** The Bidder to whom award is made shall execute a written contract with the City of San Diego and furnish good and approved bonds and insurance certificates specified by the City within 14 days after receipt by Bidder of a form of contract for execution unless an extension of time is granted to the Bidder in writing.
- 22.2.** If the Bidder takes longer than 14 days to fulfill these requirements, then the additional time taken shall be added to the Bid guarantee. The Contract shall be made in the form adopted by the City, which includes the provision that no claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
- 22.3.** If the Bidder to whom the award is made fails to enter into the contract as herein provided, the award may be annulled, and the Bidder's Guarantee of Good Faith will be subject to forfeiture. An award may be made to the next lowest responsible and reliable Bidder who shall fulfill every stipulation embraced herein as if it were the party to whom the first award was made.
- 22.4.** Pursuant to the San Diego City Charter section 94, the City may only award a public works contract to the lowest responsible and reliable Bidder. The City will require the Apparent Low Bidder to (i) submit information to determine the Bidder's responsibility and reliability, (ii) execute the Contract in form provided by the City, and (iii) furnish good and approved bonds and insurance certificates specified by the City within 14 Days, unless otherwise approved by the City, in writing after the Bidder receives notification from the City, designating the Bidder as the Apparent Low Bidder and formally requesting the above mentioned items.
- 22.5.** The award of the Contract is contingent upon the satisfactory completion of the above-mentioned items and becomes effective upon the signing of the Contract by the Mayor or designee and approval as to form by the City Attorney's Office. If the Apparent Low Bidder does not execute the Contract or submit required documents and information, the City may award the Contract to the next lowest responsible and reliable Bidder who shall fulfill every condition precedent to award. A corporation designated as the

Apparent Low Bidder shall furnish evidence of its corporate existence and evidence that the officer signing the Contract and bond for the corporation is duly authorized to do so.

- 23. EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE OF WORK:** The Bidder shall examine carefully the Project Site, the Plans and Specifications, other materials as described in the Special Provisions, Section 3-9, "TECHNICAL STUDIES AND SUBSURFACE DATA", and the proposal forms (e.g., Bidding Documents). The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work, the quantities of materials to be furnished, and as to the requirements of the Bidding Documents Proposal, Plans, and Specifications.
- 24. CITY STANDARD PROVISIONS:** This contract is subject to the following standard provisions. See the WHITEBOOK for details.
- 24.1.** The City of San Diego Resolution No. R-277952 adopted on May 20, 1991 for a Drug-Free Workplace.
 - 24.2.** The City of San Diego Resolution No. R-282153 adopted on June 14, 1993 related to the Americans with Disabilities Act.
 - 24.3.** The City of San Diego Municipal Code §22.3004 for Contractor Standards.
 - 24.4.** The City of San Diego's Labor Compliance Program and the State of California Labor Code §§1771.5(b) and 1776.
 - 24.5.** Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code concerning the employment of apprentices by contractors and subcontractors performing public works contracts.
 - 24.6.** The City's Equal Benefits Ordinance (EBO), Chapter 2, Article 2, Division 43 of The San Diego Municipal Code (SDMC).
 - 24.7.** The City's Information Security Policy (ISP) as defined in the City's Administrative Regulation 90.63.
- 25. PRE-AWARD ACTIVITIES:**
- 25.1.** The contractor selected by the City to execute a contract for this Work shall submit the required documentation as specified herein and in the Notice of Intent to Award. Failure to provide the information as specified may result in the Bid being rejected as **non-responsive**.
 - 25.2.** The decision that bid is non-responsive for failure to provide the information required within the time specified shall be at the sole discretion of the City.

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

HSCC, In., a corporation, as principal, and United Fire & Casualty Company, a corporation authorized to do business in the State of California, as Surety, hereby obligate themselves, their successors and assigns, jointly and severally, to The City of San Diego a municipal corporation in the sum of **One Million Five Hundred Sixty Three Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$1,563,875.00)** for the faithful performance of the annexed contract, and in the sum of **One Million Five Hundred Sixty Three Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$1,563,875.00)** for the benefit of laborers and materialmen designated below.

Conditions:

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

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

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

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

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

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

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

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

THE CITY OF SAN DIEGO

By: Stephen Samara

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

Date: 2/5/2024

APPROVED AS TO FORM

Mara W. Elliott, City Attorney
By: Christina L. Rae

Print Name: Christina L. Rae
Deputy City Attorney

Date: 2/7/2024

CONTRACTOR

By: Muniqué Hostetter

Print Name: Muniqué Hostetter

Date: 12/22/23

SURETY

By: Sioux Munion Swart
Attorney-In-Fact

Print Name: Sioux Munion Swart, Attorney-In-Fact

Date: 12-22-2023

3880 Atherton Rd. Rocklin, CA 95765

Local Address of Surety

916/630-3841

Local Phone Number of Surety

\$16,456 Premium may be adjusted based on Final Contract Price

Premium

54 256700

Bond Number



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

STOIX MUNYON SWART, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 26th day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

26th day of June, 2023



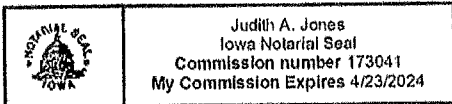
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 26th day of June, 2023, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 22nd day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UFI & FPIC

ATTACHMENTS

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

1. **SCOPE OF WORK:** This project is to develop approximately one acre of land into Esplanade Park. The Scope includes, but not limited to, new walkways, seating, picnic tables, irrigation, planting, and lighting. In addition, the Scope includes accessible curb ramps, sidewalks, and parking spaces.
 - 1.1. The Work shall be performed in accordance with:
 - 1.1.1. The Notice Inviting Bids and Plans numbered **41608-1-D** through **41608-32-D**, inclusive.
2. **LOCATION OF WORK:** The location of the Work is as follows:

See **Appendix E – Location Map**.
3. **CONTRACT TIME:** The Contract Time for completion of the Work, including the Plant Establishment Period, shall be **270 Working Days**.

ATTACHMENT B

RESERVED

ATTACHMENT C
EQUAL OPPORTUNITY CONTRACTING PROGRAM

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION A - GENERAL REQUIREMENTS

A. INTRODUCTION.

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

B. GENERAL.

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

C. DEFINITIONS.

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

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

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

D. CITY'S EQUAL OPPORTUNITY COMMITMENT.

1. Nondiscrimination in Contracting Ordinance.

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

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

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

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

E. EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM.

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

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

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

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

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

F. SUBCONTRACTING.

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

subcontracting opportunities to all eligible business firms including SLBEs, ELBEs, MBEs, WBEs, DBEs, DVBES, and OBEs.

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

G. LISTS OF SUBCONTRACTORS AND SUPPLIERS.

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

H. SUBCONTRACTOR AND SUPPLIER SUBSTITUTIONS.

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

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

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

I. PROMPT PAYMENT.

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

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

J. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.

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

K. CERTIFICATION.

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

L. CONTRACT RECORDS AND REPORTS.

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

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

SECTION B - SLBE-ELBE SUBCONTRACTING REQUIREMENTS

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

A. GENERAL.

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

B.

DEFINITIONS.

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

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

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

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

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

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

C. SUBCONTRACTOR PARTICIPATION.

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

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

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

D. SLBE-ELBE SUBCONTRACTOR PARTICIPATION PERCENTAGES.

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

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

E. JOINT VENTURES.

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

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

F. MAINTAINING PARTICIPATION LEVELS.

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

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

G. SUBCONTRACTING EFFORTS REVIEW AND EVALUATION.

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

H. GOOD FAITH EFFORT DOCUMENTATION.

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

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

I. SUBCONTRACTOR SUBSTITUTION.

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

J. FALSIFICATION OF SUB-AGREEMENT AND FRAUD.

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

K. RESOURCES.

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

PREVAILING WAGE

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

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

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

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

ATTACHMENT E
SUPPLEMENTARY SPECIAL PROVISIONS

SUPPLEMENTARY SPECIAL PROVISIONS

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

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

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

1-2 TERMS AND DEFINITIONS. To the "WHITEBOOK":

To item 47, "Holiday", ADD the following:

Holiday	Observed On
Juneteenth	June 19

To item 55, "Normal Working Hours", DELETE in its entirety and SUBSTITUTE with the following:

Normal Working Hours: Normal Working Hours shall be **7:00 AM to 5:00 PM, Monday through Friday**, inclusive. Saturdays, Sundays, and City Holidays are excluded. Unless otherwise specified on the Traffic Control Permits.

SECTION 2 - SCOPE OF THE WORK

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

2. The City has obtained, at no cost to you, the following permits:
 - a) California Coastal Commission Permit
 - b) Electrical Permit

SECTION 3 – CONTROL OF THE WORK

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

1. You shall perform, with your own organization, Contract Work amounting to at least **50%** of the Base Bid.

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

5. In preparation of the Contract Documents, the designer has relied upon the following reports of explorations and tests at the Work Site:
 - a) Geotechnical Evaluation Report for Environmental Monitoring and Technical Services (EMTS) Laboratory Esplanade, dated October 15, 2019 by Ninyo & Moore.
6. The reports listed above are available for review at the following link:

<https://drive.google.com/drive/folders/1sfUb8z-h9ksA3vmttHYrAMfX7XyICCiE>

3-12.8.3 Equipment. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. The approved dewatering system shall include a suitably sized pipeline to transport extracted groundwater from the Work Site to the indicated point of discharge as applicable under the dewatering permit in force during the dewatering operations. The alignment of this pipeline shall be subject to the approval by the Engineer. Where the pipeline is allowed to cross roadways or parking areas, you shall be required to install a conduit below the traveled surface. The installation shall provide protection for the temporary pipeline and a smooth transition across the in accordance with Standard Drawing SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" or a concrete trench cap in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix J – Standard Drawings**.

SECTION 4 - CONTROL OF MATERIALS

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

11. You shall submit your list of proposed substitutions for an "equal" item **no later than 5 Working Days after the issuance of the Notice of Intent to Award** and on the City's Product Submittal Form available at:

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

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

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

5-4 INSURANCE.

1. The insurance provisions herein shall not be construed to limit your indemnity and defense duties set forth in the Contract.

5-4.1

Policies and Procedures.

1. You shall procure the insurance described below, at your sole cost and expense, to provide coverage against claims for loss including injuries to persons or damage to property, which may arise out of or in connection with the performance of the Work by you, your agents, representatives, officers, employees or Subcontractors.
2. Insurance coverage for property damage resulting from your operations is on a replacement cost valuation. The market value will not be accepted.
3. You shall maintain this insurance as required by this Contract and at all times thereafter when you are correcting, removing, or replacing Work in accordance with this Contract. Your duties under the Contract, including your indemnity obligations, are not limited to the insurance coverage required by this Contract.
4. If you maintain broader coverage or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage or the higher limits maintained by you. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.
5. Your payment for insurance shall be included in the Contract Price you bid. You are not entitled to any additional payment from the City to cover your insurance, unless the City specifically agrees to payment in writing. Do not begin any Work under this Contract or allow any Subcontractors to begin work, until you have provided, and the City has approved, all required insurance.
6. Policies of insurance shall provide that the City is entitled to 30 days advance written notice of cancellation or non-renewal of the policy or 10 days advance written notice for cancellation due to non-payment of premium. Maintenance of specified insurance coverage is a material element of the Contract. Your failure to maintain or renew coverage and to provide evidence of renewal during the term of the Contract may be treated by the City as a material breach of the Contract.

5-4.2

Types of Insurance.

5-4.2.1

General Liability Insurance.

1. Commercial General Liability Insurance shall be written on the current version of the ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad.
2. The policy shall cover liability arising from premises and operations, XCU (explosions, underground, and collapse), independent contractors, products/completed operations, personal injury and advertising injury, bodily injury, property damage, and liability assumed under an insured's contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification limiting the scope of coverage for either "insured vs. insured" claims or contractual liability. You shall

maintain the same or equivalent insurance for at least 10 years following completion of the Work.

4. All costs of defense shall be outside the policy limits. Policy coverage shall be in liability limits of not less than the following:

<u>General Annual Aggregate Limit</u>	<u>Limits of Liability</u>
Other than Products/Completed Operations	\$10,000,000
Products/Completed Operations Aggregate Limit	\$10,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

5-4.2.2 Commercial Automobile Liability Insurance.

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

5-4.2.3 Workers’ Compensation Insurance and Employers Liability Insurance.

1. In accordance with the provisions of California Labor Code section 3700, you shall provide, at your expense, Workers’ Compensation Insurance and Employers Liability Insurance to protect you against all claims under applicable state workers’ compensation laws. The City, its elected officials, and employees will not be responsible for any claims in law or equity occasioned by your failure to comply with this requirement.
2. Statutory Limits shall be provided for Workers’ Compensation Insurance as required by the state of California, and Employer’s Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
3. By signing and returning the Contract, you certify that you are aware of the provisions of California’s Workers’ Compensation laws, including Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance, and that you will comply with these provisions before commencing the Work.

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

1. For Contracts with required engineering services, including Design-Build and preparation of engineered Traffic Control Plans (TCP) by you, you shall keep or require all of your employees and Subcontractors, who provide professional engineering services under Contract, to provide to the City proof of

Professional Liability coverage with a limit of no less than **\$1,000,000** per claim and **\$2,000,000** aggregate per policy period of one year.

2. You shall ensure the following:
 - a) The policy retroactive date is on or before the date of commencement of the Project.
 - b) The policy will be maintained in force for a period of three years after completion of the Project or termination of the Contract, whichever occurs last. You agree that, for the time period specified above, there will be no changes or endorsements to the policy that affect the specified coverage.
3. If professional engineering services are to be provided solely by the Subcontractor, you shall:
 - a) Certify this to the City in writing, and
 - b) Agree in writing to require the Subcontractor to procure Professional Liability coverage in accordance with the requirements set forth here.

5-4.3 Rating Requirements. Except for the State Compensation Insurance Fund, all insurance required by this Contract shall be carried only by responsible insurance companies with a rating of, or equivalent to, at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the state of California, and that have been approved by the City.

5-4.3.1 Non-Admitted Carriers. The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the state of California and is included on the List of Approved Surplus Lines Insurers (LASLI list).

All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described in this Contract.

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

5-4.5 Policy Endorsements.

5-4.5.1 Commercial General Liability Insurance.

5-4.5.1.1 Additional Insured. To the fullest extent permitted by law and consistent with the limiting provisions set forth at California Civil Code section 2782, California Insurance Code section 11580.04, and any applicable successor statutes limiting indemnification of public agencies that bind the City, the policy or policies shall be endorsed to include

as an Additional Insured the City and its respective elected officials, officers, employees, agents, and representatives, with respect to liability arising out of:

- i. Ongoing operations performed by you or on your behalf,
- ii. your products,
- iii. your work, e.g., your completed operations performed by you or on your behalf, or
- iv. premises owned, leased, controlled, or used by you.

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

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

5-4.5.2 Workers' Compensation Insurance and Employers Liability Insurance.

5-4.5.2.1 Waiver of Subrogation. The policy or policies shall be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of the policy or policies and which arise from Work performed by the Named Insured for the City.

5-4.5.2.2 Workers' Compensation Insurance for Work In, Over, or Alongside Navigable Waters. In addition to the Workers' Compensation Insurance required under the General Conditions of this Contract, you shall provide additional insurance coverage for claims brought under the Longshore and Harbor Workers' Compensation Act, the Jones Act, general maritime law, and any other applicable federal or state laws, relating to your Work in, over, or alongside navigable waters.

5-4.6 Deductibles and Self-Insured Retentions. You shall disclose deductibles and self-insured retentions to the City at the time the evidence of insurance is provided. The City may require you to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

5-4.8 **Notice of Changes to Insurance.** You shall notify the City, in writing, 30 days prior to any material change to the policies of insurance provided under this Contract. This written notice is in addition to the requirements of paragraph 6 of Section 5-4.1.

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

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

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

3. Refer to the Sample City Invoice materials in **Appendix D – Sample City Invoice with Cash Flow Forecast** and use the format shown.
4. The **90 Calendar Day** Plant Establishment Period is included in the stipulated Contract Time and shall begin with the acceptance of installation of the vegetation plan in accordance with Section 801-6, "MAINTENANCE AND PLANT ESTABLISHMENT".

6-3.1 **General.** To the "WHITEBOOK", item 3, subitem d, DELETE in its entirety and SUBSTITUTE with the following:

- d) 30 Calendar Days for full depth asphalt final mill and resurfacing work required per SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" as included in **Appendix J – Standard Drawings**.

ADD:

6-6.1.1 **Environmental Document.**

1. The City of San Diego has prepared a **Mitigated Negative Declaration for Naval Training Center (Liberty Station) Park General Development Plan (EMTS Boat Dock Esplanade)** SCH No. **2002091083**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
2. The City of San Diego has prepared a **Resolution of the Council of the City of San Diego certifying the Mitigated Negative Declaration for The General Development Plan for the NTC Park**, Resolution No. **297944**, as referenced in the Contract Appendix. You shall comply with all requirements of the **Mitigated Negative Declaration** as set forth in **Appendix A**.
3. Compliance with the City's environmental document shall be included in the Contract Price, unless separate bid items have been provided.

6-9

LIQUIDATED DAMAGES. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

- 2. The execution of the Contract shall constitute agreement between you and the City that the liquidated damage amount described in the table below is the value of the damage caused by your failure to complete the Work within the allotted time. Such sum shall not be construed as a penalty and may be deducted from your payments if such delay occurs.

Contract Value	Liquidated Damages Daily Amount
Less than \$200,001	\$1,000
\$200,001 to \$500,000	\$1,500
\$500,001 to \$1,000,000	\$2,000
\$1,000,001 to \$2,000,000	\$2,500
\$2,000,001 to \$5,000,000	\$3,000
\$5,000,001 to \$10,000,000	\$5,500
\$10,000,001 to \$20,000,000	\$6,500
Greater Than \$20,000,000	\$7,000

SECTION 7 - MEASUREMENT AND PAYMENT

7-3.1

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

- 3. The Lump Sum Bid item for "**Construction of Park Improvements**" shall include but not limited to, implementation of new walkways, seating, picnic tables, irrigation, plantings, lighting, accessibility improvements on and off street including curb ramps, sidewalks, and accessible parking spaces, wheel stops, and other items, as specified in the Plans, Contract Documents, and Plan sheets 41608-1-D to 41608-32-D.

7-3.2.2.1

Progress Payment for Pipelines. To the "WHITEBOOK", item 4, DELETE in its entirety and SUBSTITUTE with the following:

- 4. In asphalt-surfaced streets, the City shall pay 15% for hydrostatic and bacterial testing, Wayneball and Mandrelling (where necessary), for water and sewer

utility constructions respectively, and operational testing for storm drains, including the trench cap and cleanup. The City shall pay the remaining 5% after completing the asphalt wearing surface, Trench Capping per SDG-107 "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation" as included in **Appendix J - Standard Drawings**, and final cleanup.

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

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

**TABLE 7-3.9
FIELD ORDER LIMITS**

Contract Price	Maximum Each Field Order Work Amount
Less than 1,000,001	\$10,000
1,000,001 to \$5,000,000	\$20,000
\$5,000,001 to \$10,000,000	\$25,000
\$10,000,001 to \$30,000,000	\$40,000
Greater than \$30,000,000	\$70,000

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

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

SECTION 200 – ROCK MATERIALS

To the "GREENBOOK", ADD the following:

200-5 STABILIZED DECOMPOSED GRANITE PAVING

200-5.1 General.

200-5.1.1 Definitions and Applicable Standards

1. References:
 - a) ASTM – American Society for Testing and Materials.
 - b) AASHTO – American Association of State Highway and Transportation Officials.
 - c) ADAAG – American with Disabilities Act Accessibility Guidelines.
 - d) CBC – California Building Code, Title 24 Disabled Access Regulations.

2. Definitions:
 - a) Percent Compaction: Per ASTM D1557, percentage of the maximum in-place dry density of the same material, as determined by the Geotechnical Engineer.
 - b) Stabilized Decomposed Granite Paving: Shall consist of a thoroughly pre-blended mixture (before placement) of Decomposed Granite material (fines) and Organic Binder ("Stabilizer"), that is set in lifts, reacted with water, and compacted in place, creating a universally-accessible finished surface of Stabilized Decomposed Granite Paving.
3. Standards for Installation:
 - a) Standard Specifications: Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation (CALTRANS).

200-5.1.2 Submittals.

1. Product/Material Data. Submit available product data, manufacturing source (name, address, and telephone number), and distributor source (name, address, and telephone number) for each type of material and product as follows:
 - a) Decomposed Granite Material.
 - b) Organic Binder.
 - c) Soil Sterilant (Herbicide).
2. Miscellaneous Data:
 - a) Material Test Reports: Submit certified copies of the field tests performed (testing the compressive strengths) of the Stabilized Decomposed Granite Paving finished surface.
 - b) Recommendation: Submit written recommendation from the Manufacturer/Distributor of the Organic Binder, indicating the quantity (pounds) of Organic Binder required per ton of Decomposed Granite material (lbs./ton). Recommendation shall be specific to each type of Stabilized Decomposed Granite material specified herein.
3. Material Samples: Furnish the following Material Samples, bound and individually wrapped in re-sealable labeled plastic bags (as applicable):
 - a) Submit sample in sufficient quantity (one (1) pound minimum, per bag) of each Stabilized Decomposed Granite material (with and without Organic Binder) for review to ensure color will be compatible with the Project.
4. Field-Constructed Mock-up:
 - a) Build Field-Constructed Mock-up using materials and same base construction including special features for surface finish, compaction

within lifts, color(s), and contiguous work, as indicated for the final unit of Work.

- i. Locate Field-Constructed Mock-ups in a secure location as approved by the City's Representative. Mockups can be included as a part of the completed Work, but the City's Representative reserves the right to reject the Mock-up in which case the rejected Mock-up will be demolished and another Mock-up erected for review.
 - ii. Notify the City's Representative when Field-Constructed Mock-ups will be erected.
 - iii. Demonstrate quality and range of aesthetic effects and workmanship in the Field- Constructed Mock-ups that will be produced in final unit of Work.
 - iv. Obtain the City's Representative's approval of Field-Constructed Mock-ups in writing, before the start of Work. Approved Mock-ups are a prerequisite to commencing Work under this Section.
- b) Size: Each Field-Constructed Mock-up shall measure four-feet (4') wide and six-feet (6') long, and at the specified respective depth and compaction requirement of Stabilized Decomposed Granite Paving, to compare the aesthetics of material colors, textures, and finishes.
- i. When the City's Representative determines that the Field-Constructed Mock-up does not meet requirements, retain it for reference and provide another Field-Constructed Mock-up until the Field-Constructed Mock-up is approved by the City's Representative.
- c) Approved Field-Constructed Mock-up will be the standard by which remaining Work will be evaluated for technical and aesthetic merit.
5. Qualification Data: Submit names for firms and persons specified in the "Quality Assurance and Control" Article to demonstrate their capabilities and experience on similar Decomposed Granite installations.

200-5.1.3 Quality Assurance and Control.

1. Installer Qualifications:
 - a) Engage an Installer who has experience in Stabilized Decomposed Granite installations similar in material, design, and extent to that indicated for this Project.
 - b) Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that installations under this Section are in progress.

2. Source Limitations: Obtain each type of Stabilized Decomposed Granite material from the same Manufacturer's plant.
3. Single-Source Responsibility: Obtain each color, type, and/or variety of Stabilized Decomposed Granite material from a single source with resources to provide products and materials of consistent quality in appearance and physical properties without delaying the Work.
4. Manufacturer's Directions: Follow Manufacturer's directions and drawings in cases where the Manufacturers of articles used in this Section furnish directions covering points not shown in the Contract Drawings and Contract Specifications.

200-5.1.4 Delivery, Storage, and Handling.

1. Protect Stabilized Decomposed Granite material from contamination with foreign materials. Isolate stockpiles to prevent mixing of different aggregate grades prevent contamination with organic materials.
2. Deliver perishable material in original, unopened packaging. Protect from dampness.
3. Deliver and install Stabilized Decomposed Granite materials so as to not delay Work, and install only after preparations for installation have been completed.

200-5.1.5 Coordination, Scheduling, and Observations.

1. Verify conditions at the Project Site for Work that affects installation under this Section. Coordinate materials of other Sections to be provided as part of Work under this Section.
2. Utilities: Determine location of above grade and underground utilities and perform Work in a manner which will avoid damage to utilities. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
3. Excavation: When conditions detrimental to installing Stabilized Decomposed Granite is encountered, such as rubble fill, adverse drainage conditions, or obstructions, cease installation operations and notify City's Representative for further direction.
4. Traffic Control: Maintain access for vehicular, bicycle, and pedestrian traffic as required for other construction activities during installation of Stabilized Decomposed Granite. Access shall also be unobstructed and maintained at all times to allow for entry and exit of emergency vehicles.
5. Grades and Levels: Establish and maintain required levels and grade elevations. Review installation procedures and coordinate work herein this Section with other work affected.

6. Installation: Perform installation of Stabilized Decomposed Granite only when weather and soil conditions during rain or while sub base is wet from rain. Do not apply Soil Sterilant when winds exceed 10 mph or during or immediately after rain.
7. Sequence and Scheduling:
 - a) Do not install Work under this Section prior to acceptance of sub-grade preparation Work under another Section.
 - b) Coordinate to insure proper placement of below-grade irrigation sleeves (per Sections 800 and 801) prior to installation of Stabilized Decomposed Granite Paving.
 - c) Provide Concrete Paving (per Sections 201 and 303) prior to placement of Stabilized Decomposed Granite Paving.
8. Contractor shall request, in writing, at least one (1) week in advance of the time when mandatory site observation(s) by the City's Representative are required.

200-5.1.6 Landscape Establishment Period.

1. During the duration of the Landscape Establishment Period, continuously maintain Stabilized Decomposed Granite finishes until Final Acceptance of Work is granted. Immediately repair damage to the Work as the result of weather or traffic conditions. Report damage resulting from Work of other trades after installation of Stabilized Decomposed Granite Work. Repair to match adjacent undisturbed Work.

200-5.2 Products.

200-5.2.1 Decomposed Granite Material.

1. Clean, hard, durable particles or fragmented fines of select crushed granite, river rock, or basalt. Material fines shall be evenly mixed throughout the aggregate. When produced from gravel, fifty percent (50%) by weight of the material retained on a No. 4 sieve shall have one (1) fractured face.
2. The portion retained on the No. 4 sieve shall have a maximum percentage of wear of 50 at 500 revolutions as determined by AASHTO T96-77.
3. Portion passing a No. 4 sieve shall have a maximum liquid limit of 25 and a maximum plasticity index of 7, as determined by AASHTO T89-81 and AASHTO 90-81 respectively.
4. Composition: Decomposed Granite material shall be free from clay lumps, vegetable matter, or deleterious material.

5. Grading Requirements:

Percentage of Weight Passing a Square Mesh Sieve (AASHTO T11-82 and T27-82)	
Sieve Size	Percent Passing
3/8"	100%
No. 4	95 – 100%
No. 8	75 – 80%
No.16	55 – 65%
No. 30	40 – 50%
No. 50	25 – 35%
No. 100	20 – 25%
No. 200	5 – 15%

6. Products & Manufacturers: Provide products by one (1) of the following:

- a) Decomposed Granite Paving:
 - i. Type/Color: Refer to the Contract Drawings.
 - ii. Supplier: Refer to the Contract Drawings.
 - iii. Or equal.

200-5.2.2 Organic Binder.

1. Organic Binder: Non-toxic, colorless, odorless, non-staining, concentrated organic powder that, when water is applied and then compressed, binds the Decomposed Granite material together, creating a natural-appearing, firm surface of Stabilized Decomposed Granite Paving.

- a) Material: Stabilizer®, Stabilizer Solutions, Inc., Phoenix, AZ.
 - i. Supplier:
 - A. KRC Rock, San Marcos, CA, ph. 800-427-0572.
 - B. Southwest Boulder & Stone, Fallbrook, CA, ph. 877.792.7625.
 - C. Or equal.
 - ii. Application Rate: Per Manufacturer’s written recommendations. Minimum application rate of 12 lbs./ton.
- b) Material: *Natracil*™ Organic Binder.
 - i. Supplier:
 - A. Gail Materials, Corona, CA, 951-279-1095.
 - B. Or equal.
 - ii. Application Rate: Per Manufacturer’s written recommendations. Minimum application rate of 12 lbs./ton.

200-5.2.3 Equipment.

1. Mixing Equipment: Batch-type, using revolving blades or rotary drum.
2. Compaction Equipment: Heavy lawn roller (minimum 225 pounds and maximum 30-inch width).

200-5.2.4 Accessories.

1. Soil Sterilant: Spray-applied, Non-Selective Post-Emergent Herbicide, for control of annual grasses and broadleaf weeds. Refer to Sections 800 and 801 – Landscaping and Irrigation. Apply in locations designated to receive Stabilized Decomposed Granite Paving only.
2. Aggregate Sub-Base: Class II, per “Standard Specifications”, as required.
3. Water: Per ASTM C 94, from potable domestic source, and free from deleterious materials such as oils, acids, and organic matter. Transport as required.
4. Edging Materials: Refer to Section 800 and 801 Landscaping and Irrigation.
5. Geotextile Filter Fabric: Refer to Section 800 and 801 Landscaping and Irrigation.

200-5.3 Execution.

200-5.3.1 Examination.

1. Examine surfaces indicated to receive Stabilized Decomposed Granite Paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of surfacing.
2. Sub-grades shall have been rough graded to within 0.10 ft. of finish grades less depth in location to receive Stabilized Decomposed Granite Paving.
3. Insure all edging materials and irrigation sleeving have been installed and are in place and secured. Do not proceed with installation Work until unsatisfactory conditions have been corrected.

200-5.3.2 Preparation.

1. Application of Soil Sterilant:
 - a) Mixing: Mix Soil Sterilant product in sprayer tank with clean water, according to Manufacturer’s current printed instructions. Use sprayer, which will apply the solution uniformly, without disturbing the soil.
 - b) Spray Solution: Shake or stir prior to each application. Apply to dry soil surface only.

- c) Application: Provide Soil Sterilant only in locations designated to receive Stabilized Decomposed Granite Paving, as indicated on the Contract Drawings.
 - d) Over-spraying: Avoid spraying on walls, adjoining pavements, and all areas to receive landscape planting.
 - e) Depth: Immediately after application of spray solution, thoroughly incorporate the solution into the soil to a depth of two-inches (2") to four-inches (4"), per Manufacturer's current printed instructions.
2. Compaction: After completion of soil sterilization operations, compact sub-base to minimum 90% compaction, or as recommended by the Geotechnical Engineer.

200-5.3.3 Installation.

- 1. Compacted Sub-Grade:
 - a) Verification: Do not place Stabilized Decomposed Granite Paving prior to acceptance of sub-grade preparation. Compact Sub-Grade to a minimum of ninety-percent (90%) compaction, or as recommended by the Geotechnical Engineer.
- 2. Installing Edging Materials: Install Edging Materials as indicated on the Contract Drawings. Edging Materials at the full depth of the perimeter of the Stabilized Decomposed Granite, as indicated. Edging Materials shall be straight or curving as required, and securely in place, true to line and grade as required. Align edging and set flush with adjacent paving where applicable.
- 3. Installing Concrete Paving Materials: Install Cast-in-Place Concrete Paving Materials as indicated on the Contract Drawings. Concrete Paving shall be aligned and set as required, and securely in place, true to line and grade as required.
- 4. Installing Stabilized Decomposed Granite Paving:
 - a) Verification: Verify locations to receive Stabilized Decomposed Granite Paving.
 - b) Lines and Levels:
 - i. Install Stabilized Decomposed Granite Paving true to grade, properly coinciding with adjacent Work and elevations.
 - ii. Provide a finished Stabilized Decomposed Granite Paving surface uniform in texture and appearance. Do not permit finished Work to vary more than 1/8 inch in 10 feet from true profile and cross section. Finished Work shall be installed to fully comply as a universally-accessible pavement surface, per applicable Code requirements.

- c) Mixing:
- i. General: Stabilized Decomposed Granite Paving shall be thoroughly pre-blended before placement.
 - ii. Organic Binder: Thoroughly pre-blend Decomposed Granite material with Organic Binder at the rate recommended by the Organic Binder manufacturer for each type of Decomposed Granite material specified, but not less than of twelve (12) pounds of Organic Binder per one (1) ton of Decomposed Granite material (dry weight).
 - iii. It is essential the Organic Binder be thoroughly mixed, blended, and uniformly incorporated throughout the Decomposed Granite material to achieve a successful result. The Organic Binder locks the fines in the Decomposed Granite material together, trapping the larger crushed aggregate screenings. The Organic Binder does not act directly on larger aggregate screenings. Proper mixing is a must for a successful application.
 - iv. Blending is best accomplished in a plug mill; a truck mounted mixer or a portable mechanical mixer may also be used.
 - v. Blend Stabilized Decomposed Granite Paving mixture for a minimum of 15 minutes prior to placing on compacted sub-surface material.
 - vi. Drop spreading of Organic Binder over graded Decomposed Granite material is not acceptable. Mixing by roto-tilling is also not acceptable.
 - vii. Organic Binder shall not be applied during, just prior to, or immediately following rainfall.
- d) Placement:
- i. General: After pre-blending, place the Stabilized Decomposed Granite Paving material onto the compacted sub-surface material. Carefully place to avoid segregation in two (2) equal two-inch (2") lifts.
 - ii. Grade, screed, and smooth the Stabilized Decomposed Granite Paving to desired finish grades. Allow for compaction of the material.
- e) Watering: Apply water until moisture penetrates to the full depth of the Stabilized Decomposed Granite Paving.
- i. Water activates the Organic Binder; it is essential that the full depth of the Stabilized Decomposed Granite Paving is saturated at this time. Apply water from a hand held hose with a spray nozzle set to coarse spray. Water pressure should not

- disturb the leveled Paving surface. Do not use a water truck for water distribution or a high- pressure sprayer.
- ii. Test for water penetration through random core inspections. After inspection of cores, fill cored holes with Paving removed; smooth and hand tamp to match adjoining surface grades.
 - iii. A one (1)-hour application at a rate of +/-20 GPM per 1,000 sq. ft. of surface seems to achieve the desired full depth moisture penetration.
 - iv. Let watered Stabilized Decomposed Granite Paving stand between six (6) to twenty- four (24) hours until all surface water has dissipated; the Paving surface should be moist, but not wet.
- f) Compacting: While the Stabilized Decomposed Granite Paving material is still thoroughly moist, compact to a minimum 90% relative compaction, or as recommended by the Geotechnical Engineer. Compact each area with at least four (4) passes of the compacting equipment. After compacting, screed smooth.
- i. Compaction should be done with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width) to achieve finish grade and compaction that is dense with a smooth uniform texture. Hand-tamp edges around benches, signposts, trash receptacles, etc. Do not use whackers, vibratory rollers or a vibrating plate tamper; the Stabilized Decomposed Granite Paving will not harden for weeks after vibration.
 - ii. If the Decomposed Granite Paving surface is flaky or sticks to the roller drum, the Paving hydration level is deficient; cautiously add more water as required to achieve the Paving's proper hydration level.
 - iii. If the roller creates a wash board effect or rills, additional time is required to allow the Paving to achieve the proper hydration level.
- g) Contaminated Areas: Do not permit Stabilized Decomposed Granite Paving to contaminate adjoining planting areas or finishes. Clean up and remove all material spilled into adjacent planting areas.
- h) Grading: When surface areas have been rolled and it becomes necessary to add a thin layer of Stabilized Decomposed Granite Paving material to bring the surface to grade, the previously rolled or compacted area shall be thoroughly scarified to a depth of two-inches (2") to provide a bond with the added Material.

- i) Curing: Allow finished Stabilized Decomposed Granite Paving surface to dry completely. Set-up time varies, depending on weather conditions.

5. A hot, dry climate will set up sooner than a cool, moist climate.

200-5.3.4 Field Quality Control.

- 1. Tests: For each lift of Stabilized Decomposed Granite Paving, provide written verification as to the degree of compaction by a certified testing laboratory. Re-compact failed areas until specified compaction is achieved.
- 2. Testing shall be the sole financial responsibility of the Contractor.

200-5.3.5 Inspection.

- 1. Finished Stabilized Decomposed Granite Paving surfaces shall be smooth, uniform and solid, with no evidence of shipping or cracking. Dried, compacted material shall be firm through the entire depth, with no spongy areas. Loose material shall not be present on the surface initially. After the first year of use, a minor amount of loose material is expected on the surface of Stabilized Decomposed Granite Paving finishes.
- 2. Loose Stabilized Decomposed Granite Paving material on the surface or unconsolidated crushed aggregate screenings below the surface of Stabilized Decomposed Granite Paving finishes is evidence of improper bonding due to poor mixing or insufficient watering. Test the loose material for adequate Organic Binder by wetting, then tamping, and allowing it to dry. If the material still is unconsolidated, the Organic Binder did not get mixed adequately throughout the Stabilized Decomposed Granite Paving material. If the material now is solid, initial watering was insufficient. Cracking or sponginess is evidence of excessive Organic Binder in the mix.
- 3. Unconsolidated Stabilized Decomposed Granite Paving areas shall be excavated and replaced accordingly with new Stabilized Decomposed Granite Paving material with a high proportion of fines meeting the grading requirements above, and pre-blended with Organic Binder per the procedures listed above. Patched areas shall be wetted thoroughly and rolled smooth. Patching shall be completed prior to any surface smoothing.
- 4. Smoothing of Stabilized Decomposed Granite Paving: Significant irregularities shall be smoothed out prior to final acceptance of Work. Smoothing shall be accomplished by rewetting/saturating rough areas thoroughly, and then rolling the material again with a heavy lawn roller (minimum 225 pounds and maximum 30-inch width).
- 5. Tolerances of Stabilized Decomposed Granite Paving:
 - a) Depth: Final thickness of completed Stabilized Decomposed Granite Paving shall not vary more than 1/4-inch from dimension indicated in the Contract Drawings. Measurements may be taken by means of test

holes taken at random, finished surfaces. Correct any variations in the thickness beyond the allowable ½ inch by repeating the procedures listed above.

- b) Width: Final width of completed Stabilized Decomposed Granite Paving shall not vary more than ¼-inch from typical dimension width as indicated. Measurements may be taken at random cross sections along the finished surface.
- c) Where installed, no edges of the Geotextile Filter Fabric shall be exposed.

200-5.3.6 Repairs and Protection.

1. Damage or Defective Installation: Remove and replace Stabilized Decomposed Granite Paving that is damaged or defective or does not meet the requirements indicated herein this Section.
2. Replacement of Stabilized Decomposed Granite Paving: If compression tests of cored samples fail to meet the specified compressive strengths as recommended by the Manufacturer, immediately remove and replace the Stabilized Decomposed Granite Paving with material conforming to the Contract Specifications.
3. Protection: Protect Stabilized Decomposed Granite Paving finishes against traffic, injury, defacement or damage (by rain or other outside force during curing period) and subsequent construction operations until Substantial Completion. Exclude traffic from Stabilized Decomposed Granite Paving for a minimum of fourteen (14) days after placement. When construction traffic is permitted, it is the Contractor's responsibility to maintain Stabilized Decomposed Granite Paving as clean and level as possible by removing surface stains, spillage of materials as they occur, and traffic markings/grooves, etc., and to repair any damaged caused by said construction traffic.
4. Maintain Stabilized Decomposed Granite Paving finishes free of stains, discoloration, dirt, and other foreign material until Final Acceptance of Work.

200-5.3.7 Cleanup and Protection.

1. For Work under this Section, keep Work area in a clean, orderly, and safe condition. Contractor shall remove trash caused from his Work on a weekly basis throughout the duration of the Work.
2. Protect Stabilized Decomposed Granite Paving from damage due to landscape operations, operations by other Contractors and trades, and trespassers. Maintain protection during installation, establishment, and maintenance periods.
3. Upon completion of his Work under this Section, the Contractor shall remove rubbish, waste, debris, excess construction materials, and other items resulting from construction operations offsite as described herein this Section and

directed by the City's Representative. Clean all adjoining Concrete Paving and edging free from excess Stabilized Decomposed Granite Paving material.

200-5.3.8 Final Review.

1. Final Review under this Section shall be performed upon completion of the Landscape Establishment Period.

SECTION 201 – CONCRETE, MORTAR, AND RELATED MATERIALS

201-11 PRECAST CONCRETE WHEEL STOPS.

1. Precast concrete wheel stops shall be as manufactured by American Precast Concrete Inc., Oldcastle Infrastructure, Jensen Precast, or approved equal.

201-11.1 Payment.

1. Payment for wheel stops shall be included in the Lump Sum price for the "Construction of Park Improvements" and shall include full compensation for manufacturing, transportation, and installation, complete-in-place, at the Project Site. No other payments will be made therefore.

201-12 PRECAST CONCRETE FENCE.

201-12.1 General.

1. Fence shall be built in accordance with 2016 California Building Code.

201-12.2 Products.

201-12.2.1 Concrete.

1. Concrete shall be normal weight concrete having sand and gravel or crushed stone aggregate, mixed with ASTM-C150, type I or III portland cement to meet the minimum compressive strength as follows:
 - a) Panels & posts: 4500 psi at 28 days
 - b) Footings & piers: 3000 psi at 28 days
2. Water used for concrete shall be clean water and free from injurious amounts of oils, acids, alkalites, organic or other deleterious substances.

201-12.2.2 Reinforcing.

1. Deformed type bars shall conform to ASTM A615, Grade 60 placed as shown on drawings.
2. Steel reinforcing wire shall meet U.S. Steel Wire gauge, ASTM A82. $f_y = 70,000$ psi min. galvanized.
3. All ties and stirrups shall conform to the requirements of ASTM A615, grade 40.

4. All wire mesh shall be 9 gauge galvanized having 3 horizontal bars and 4 verticals on 16-inch centers.

201-12.2.3 Soils.

1. Footing size is based on the following minimum soil properties:
 - a) Soil compaction: 90
 - b) Bearing capacity: 1,500 psf
 - c) Friction resistance: 260 psf
 - d) Lateral bearing: 100 psf/ft of depth

201-12.2.4 Fill.

1. All design criteria is based on construction on natural ground. Fence not to be constructed on berms of fill dirt.

201-12.3 Execution.

201-12.3.1 Concrete.

1. Fresh poured concrete shall be tamped in to place using steel rammer, slicing tools, or mechanical vibrator, until concrete is thoroughly compact and without void.
2. Excavation for footing shall be on undisturbed soil or to the depth noted on the drawings. Leave the bottom bearing surface clean and smooth. If footing excavations are made deeper than intended, only concrete shall be used for fill. Remove all loose material from excavations prior to concrete pour.

201-12.3.2 Reinforcing.

1. Reinforcement steel shall be fabricated in accordance with the CRSI standard detail. Reinforcing bars shall be cold-bent only. Use of heat to bend reinforcing steel shall be cause for rejection.
2. Reinforcement steel bars and wire fabric shall be thoroughly cleaned before placing and again before the concrete is placed. Bars and fabric shall be accurately positioned and secured in place. No brick or porous materials may be used to support the steel off the ground.
3. Install all reinforcement with the following clearance between reinforcing steel and face of concrete:
 - a) Footing, pier, or beam bottom: 3"
 - b) Earth-formed pier or beam side: 2"
 - c) Formed footing, pier, or beam sides, exposed: 1"

- d) Precast panels exposed to weather: 3/4"
- e) Precast posts exposed to weather: 1-1/4"
- 4. Splices within continuous unscheduled reinforcing steel shall have a minimum lap of 30bar diameters.

SECTION 206 – MISCELLANEOUS METAL ITEMS

**ADD:
206-8**

SERVICE ACCESS GATE.

206-8.1

General.

206-8.1.1

Submittals.

- 1. Product Data: For each type of product indicated.
- 2. Shop Drawings: For gates, include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- 3. Samples: For each type and finish.
 - a) Provide samples 12 inches in length for linear materials.
- 4. Welding certificates.
- 5. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for gates, including finish, indicating compliance with referenced standard.

206-8.1.2

Quality Assurance.

- 1. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code – Steel."

206-8.1.3

Project Conditions.

- 1. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

206-8.1.4

Coordination.

- 1. Coordinate installation of anchorages and steel weld plates and angles for casting into concrete. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete. Deliver such items to Project site in time for installation.

206-8.2 Products.

206-8.2.1 Steel.

1. General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
2. Steel Shapes, Bars and Plates: ASTM A 36/A 36M.
3. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40) unless otherwise indicated.
4. Steel Tubing: ASTM A 500, cold-formed steel tubing.

206-8.2.2 Fasteners.

1. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, grade A; with hex nuts, ASTM
2. Anchor Bolts: ASTM F 1554, Grade 36, of dimensions indicated; with nuts, ASTM A 563; and, where indicated, flat washers.
 - a) Hot-dip galvanize or provide mechanically deposited, zinc coating where item being fastened is indicated to be galvanized.

206-8.2.3 Miscellaneous Materials.

1. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - a) Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
2. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel hardware and with ASTM A 123/A 123M for other steel products.
3. Treatment for damaged galvanized surfaces shall be Galvaloy, Galvicon or Drygalv or equal.
4. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

206-8.2.4 Fabrication.

1. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

2. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
3. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
4. Form exposed work with accurate angles and surfaces and straight edges.
5. Weld corners and seams continuously to comply with the following:
 - a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b) Obtain fusion without undercut or overlap.
 - c) Remove welding flux immediately.
 - d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
6. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
7. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
8. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
9. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
 - a) Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

206-8.3 Execution.

206-8.3.1 Installation.

1. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

2. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
3. Field Welding: Comply with the following requirements:
 - a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - b) Obtain fusion without undercut or overlap.
 - c) Remove welding flux immediately.
 - d) At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
4. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

206-8.3.2 Cleaning.

1. Galvanized Surfaces: Clean fields welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

206-9 SITE FURNISHINGS.

206-9.1 General.

206-9.1.1 Submittals.

1. Product Data: For each type of product indicated.
 - a) Manufacturer's standard product literature
 - b) Shop drawings
 - c) Installation instructions
 - d) Maintenance instructions
2. Samples for Verification: For each type of exposed finish indicated.

206-9.1.2 Quality Assurance

1. Source Limitations: Obtain each type of site furnishings through one source from a single manufacturer.

206-9.1.3 Delivery, Storage and Handling.

1. Handle products in accordance with manufacturer's instructions.
2. Store products in manufacturer's original packaging until ready for installation.
3. Protect products from impacts and abrasion during storage.

206-9.1.4 Warranty.

1. Provide manufacturer's standard warranty.
2. Warranty Terms: One year from date of invoice against defects in materials and workmanship.

206-9.2 Products.

206-9.2.1 Picnic Table.

1. Manufacturer: Forms and Surfaces, (800) 451-0410, or approved equal.
2. Materials:
 - a) Frame: Cast aluminum.
 - b) Slats: Extruded aluminum with integral longitudinal groves on seating surfaces.
 - c) Fasteners: Stainless steel.
3. Finishes:
 - a) Frame: Polyester powdercoated; color per Drawings.
 - b) Slats: Polyester powdercoated; color per Drawings.
4. Mounting: Provide anchors and stainless-steel mounting screws.

206-9.2.2 Bench.

1. Manufacturer: Forms and Surfaces, (800) 451-0410, or approved equal.
2. Materials:
 - a) Frame: Cast aluminum with integral armrests.
 - b) Seat: Formed stainless steel, 2mm thickness with 1" hexagonal perforations.
 - c) Fasteners: Stainless steel.
3. Finishes:
 - a) Frame: Polyester powdercoated; color per Drawings.
 - b) Seat: Uncoated stainless steel; finish per Drawings.
4. Mounting: Provide anchors and stainless-steel mounting screws.

206-9.2.3 Litter and Recycling Receptacle.

1. Manufacturer: Forms and Surfaces, (800) 451-0410, or approved equal.
2. Size and Configuration: per Drawings

3. Materials:
 - a) Frame and body: Cast aluminum.
 - b) Lid: Cast aluminum.
 - c) Hinge Pins: Stainless steel.
 - d) Cam Latch: Stainless steel.
 - e) Liner: Black polyethylene, UL94HB fire rating.
4. Finishes:
 - a) Body: Polyester powdercoated; color per Drawings.
 - b) Lid: Polyester powdercoated; color per Drawings.
5. Graphics:
 - a) Provide two separate mechanically fastened aluminum sign plates to display litter and/or recycling graphics.
 - b) Sign plate finish: Stainless steel with satin finish.
 - c) Graphics: Black applied vinyl logos or other as specified.
6. Mounting: Provide anchors and stainless-steel mounting screws.

206-9.2.4 Dog Clean-Up Station.

1. Manufacturer: Dogipot, (800) 364-7681, or approved equal.
2. Materials: 12-gauge aluminum; color per Drawings.
3. Features:
 - a) Front-locking access panel.
 - b) Two diamond bag dispenser slots
 - c) Instruction signage
4. Mounting: Provide mounting hardware and installation instructions.

206-9.2.5 ADA Accessible Route Guide Sign.

1. Manufacturer: ADA Sign Depot, (858) 385-9095, or approved equal.
2. Materials: .063 rust-free aluminum.
3. Features:
 - a) Engineer grade prismatic reflective sign face
 - b) Pre-drilled holes for easy mounting
4. Mounting: Provide mounting hardware and installation instructions.

206-9.3 Execution.

206-9.3.1 Examination.

1. Verify substrates are stable and capable of supporting weight of items covered under this section.
2. Verify substrates have been adequately prepared to securely anchor items that will be surface mounted.

206-9.3.2 Installation.

1. Install according to the manufacturer's installation instructions.
2. Install in conformance to applicable ADA guidelines and End User's established accessibility policies.

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 General. To the "WHITEBOOK", ADD the following:

10. Prior to submittal of a Bid for this Work, the Contractor shall inspect the project site to verify the magnitude and cost of all Clearing and Grubbing required to accomplish the Work. Clearing and Grubbing shall also include saw cutting, demolition, removal and disposal of all existing improvements called out on the Plans to be removed and/or disposed of, including, but not limited to, excess soil, pavement, concrete pavers, concrete ribbon gutter, concrete mow curb, curb and base course, sidewalk to nearest joint, curb and gutter, concrete curb stop, signs and sign posts, vegetation and all other existing improvements that are shown on the plans for removal or are in conflict with the installation of work shown on the plans, directed by the Resident Engineer to be removed, or otherwise required to perform the work which are not designated as separate bid items or which are not included in other bid items.

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

3. Payment for clearing and grubbing shall be included in the Lump Sum price for the "Construction of Park Improvements" and shall include full compensation for all work within the Project Site. No other payments shall be made therefor.
4. Payment for preservation of property shall be included in the contract lump sum price for "Construction of Park Improvements". No other payments shall be made therefor.

SECTION 302 – ROADWAY SURFACING

302-5.2 Pavement Restoration Adjacent to Trench. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

302-5.2 Additional Paving.

1. The Work for pavement restoration adjacent to trench shall include the following:
 - a) The replacement of existing pavement outside of the trench influence area.

302-5.2.1 Measurement and Payment. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for pavement restoration adjacent to trench and outside of the trench influence area shall be made on a square foot basis as shown in the Bid in accordance with 302-6.8, "Measurement and Payment". Unless separate Bid items have been provided, the following shall be included in the payment for "Additional Paving":
 - a) Saw-cutting existing edges.
 - b) Removal and disposal of existing pavement.
 - c) Subgrade repair and preparation including imported backfill material. Imported subgrade material shall be included in the Bid item for "Subgrade Imported Backfill".
 - d) Form Work.
 - e) Placement, curing, and protection of new pavement.

302-6.1 General. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The thickness of the new concrete pavement shall be in accordance with Standard Drawing SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix J – Standard Drawings**.

SECTION 306 – OPEN TRENCH CONDUIT CONSTRUCTION

306-1 GENERAL. To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J – Standard Drawings**.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

- 12. The payment for pavement restoration including influence area shall be included in the Bid items for the associated abandonment Work.

306-15 PAYMENT. To the "GREENBOOK", ADD the following:

- 1. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

306-15.1 General. To the "WHITEBOOK", item 1, subitem n, DELETE in its entirety and SUBSTITUTE with the following:

- n) Permanent resurfacing. See 306-1 General for permanent pavement restoration requirements.

To the "WHITEBOOK", item 1, ADD the following:

- q) Install NDS 9" x 9" black atrium grate and catch basin.

306-15.6 Hydrants. To the "WHITEBOOK", ADD the following:

- 5. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
- 6. See 306-1 General for permanent resurfacing requirements.

306-15.7 Buried Structures. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

306-15.7 Buried Structures. To the "GREENBOOK", sentence (3), DELETE in its entirety and SUBSTITUTE with the following:

The Contract Unit Price shall include excavation, backfill, disposal of all excess excavation, constructing inverts, furnishing and installing castings, restoration of the street surface (See 306-1 General for permanent resurfacing requirements) and improvements including but not limited to sidewalk panel, and all other Work, excluding temporary resurfacing, necessary to construct the buried structure, complete in-place.

306-15.8 Pipeline Appurtenances. To the "WHITEBOOK", ADD the following:

10. Payment for pipeline appurtenances will be made at the contract unit price for each appurtenance of the size including permanent resurfacing requirements. See 306-1 General for permanent resurfacing requirements.

306-16.6 Payment. To the "WHITEBOOK", ADD the following:

6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) See 306-1 General for permanent resurfacing requirements.

306-17.2 Payment. To the "WHITEBOOK", ADD the following:

12. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
13. See 301-1 General for permanent resurfacing requirements.

SECTION 307 - JACKING AND TUNNELING

307-1 JACKING OPERATIONS. To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - f) SDG-105, "Pavement Restoration General Notes"
 - g) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - h) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - i) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - j) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

307-1.7 **Payment.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
3. See 307-1 JACKING OPERATIONS for permanent resurfacing requirements.

SECTION 308 - MICROTUNNELING

308-1 **GENERAL.** To the "GREENBOOK", ADD the following:

1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

308-10 **RESTORATION OF SURFACE IMPROVEMENTS.** To the "GREENBOOK", DELETE in its entirety and SUBSTITUTE with the following:

See Section 308 -1 General for permanent resurfacing requirements.

308-12 **PAYMENT.** To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The payment for microtunneling, including casing, carrier pipes, and surface improvement restoration, shall be included in the Bid item for "Sewer Main by Microtunneling with Steel Casing".

SECTION 315 - HORIZONTAL DIRECTIONAL DRILLING

315 - 1 **GENERAL.** To the "WHITEBOOK", ADD the following:

2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of

San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a) SDG-105, "Pavement Restoration General Notes"
- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

315-14 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

- 3. See Section 315 -1 GENERAL for permanent resurfacing requirements.

SECTION 316 – PIPE BURSTING

316 - 1 GENERAL. To the "WHITEBOOK", ADD the following:

- 2. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

316-9 MEASUREMENT AND PAYMENT. To the "WHITEBOOK", ADD the following:

- 3. See Section 316 -1 GENERAL for permanent resurfacing requirements.

SECTION 317 – PIPE FUSION

317-1 PIPE FUSION FOR SEWER MAINS. To the "WHITEBOOK", ADD the following:

- 1. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of

San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.

- a) SDG-105, "Pavement Restoration General Notes"
- b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

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

- 3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

317-2.12 Payment. To the "WHITEBOOK", ADD the following:

- 3. See Section 317-1 PIPE FUSION FOR SEWER MAINS for permanent resurfacing requirements.

SECTION 400 - PROTECTION AND RESTORATION

400-1 GENERAL. To the "WHITEBOOK", ADD the following:

- 6. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

SECTION 401 – REMOVAL

401-3.1 Concrete Pavement. To the "WHITEBOOK", ADD the following:

4. See Section 400 -1 GENERAL for permanent resurfacing requirements.

401-3.2 Concrete Curb, Walk, Gutters, Cross Gutters, Curb Ramps, Driveway, and Alley Intersections. To the "WHITEBOOK", ADD the following:

7. See Section 400 -1 GENERAL for permanent resurfacing requirements.

SECTION 402 – UTILITIES

402-1.1 General. To the "GREENBOOK", paragraph 5, DELETE in its entirety and SUBSTITUTE with the following:

The Contractor shall complete excavation, backfill, and placement of temporary resurfacing on the same Day. Backfill shall conform to 306-12 Temporary resurfacing shall conform to 306-13.1. Permanent resurfacing shall be placed within 10 Working Days unless otherwise specified in the Special Provisions or directed by the Engineer. See Section 400 -1 GENERAL for permanent resurfacing requirements.

To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTUTE with the following:

2. You shall fill all potholes on the same day of potholing if no trenching is to be performed within 10 Working Days of the excavation. Fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise specified by the Engineer. Permanent resurfacing shall conform to SDG-123, "36-Inch and Smaller Pothole and Exploratory Excavation" as included in **Appendix J – Standard Drawings**.

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

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

402-8 PAYMENT. To the "WHITEBOOK", ADD the following:

6. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.

SECTION 404 – COLD MILLING

404-1 GENERAL. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

1. Excessive asphalt concrete pavement adjacent to Type "G" and "H" curb and gutter lines and concrete cross gutters shall be milled in accordance with the City of San Diego Standard Drawing SDG-107, "Pavement Restoration for

Asphalt Concrete Surfaced Streets - Major Excavation" as included in **Appendix J – Standard Drawings** or as shown on the Plans.

SECTION 500 – PIPELINE REHABILITATION

500-1 GENERAL. To the "WHITEBOOK", ADD the following:

5. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J – Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

500-4.7 Payment. To the "WHITEBOOK", DELETE in its entirety and SUBSTITUTE with the following:

1. The point repair Work shall be measured and paid for in the Bid Item for each **"Point Repair for Existing Sewer Main"**. Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill and restore pavement. See 500-1 General for permanent pavement restoration requirements.

SECTION 503 – SERVICE LATERAL REHABILITATION

503-1 GENERAL. To the "WHITEBOOK", ADD the following:

7. All Work under this section shall be subject to the applicable permanent resurfacing restoration requirements in accordance with the following City of San Diego Standard Drawings as included in **Appendix J – Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"

- c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
- d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
- e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

503-6 PAYMENT. To the "WHITEBOOK" item 3, DELETE in its entirety and SUBSTITUTE with the following:

- 3. The point repair Work for sewer laterals shall be in accordance with 500-4, "PIPELINE POINT REPAIR AND/OR REPLACEMENT" and shall be included in the Bid Item for each "**Point Repair for Existing Sewer Lateral**". Measurement shall be made at the pipe and shall be based on the length of pipe repaired. You shall be paid for 1 point repair for each repair 8 ft (2.43 m) or less in length. Any continuous point repair greater than 8 ft (2.43 m), shall be paid linearly proportioned to bid item "Point Repair for Existing Sewer Main". This payment shall include all necessary labor, materials, and equipment to clean, repair, excavate, inspect the Point Repair, backfill, pavement restoration (and influence area) including sidewalks, driveways and any other above ground improvements.

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

601-2.1.2 Engineered Traffic Control Plans (TCP). To the "WHITEBOOK", ADD the following:

- 5. Engineered TCP (2-foot x 3-foot size) shall be required for the following areas:
 - a) Spruance Road

SECTION 700 - MATERIALS

700-1.3 (86-1.02B) Conduit. To the "WHITEBOOK", item 1, DELETE in its entirety and SUBSTITUTE with the following:

- 1. When approved by the Engineer, conduit runs shown on the plans to be located behind curbs may be installed in the street, within 4 feet of and parallel to the curb, by narrow trenching. All pull boxes shall be located behind the curb or at locations shown on the plans. Narrow trenching shall be performed in accordance with the latest City Standards. Any changes in conduit location shall be approved in advance by the Engineer. All narrow trenching shall conform to the City of San Diego Standard Drawings SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation", SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation" as included in **Appendix J - Standard Drawings** and be inspected prior to backfill. Trenches behind sidewalks shall be compacted using compaction tools to ensure no sinking of trench will occur. Trenches wider

than 6 inch (15.2 cm) shall conform to the City of San Diego Standard Drawings SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix J - Standard Drawings**, and SDG-119, "Trench Types G, H & I Backfill for Dry Utility". A 3-inch (7.6 mm) bed of fine soil or sand shall be placed in the trench.

SECTION 701 - CONSTRUCTION

701-2 PAYMENT. To the "WHITEBOOK", item 3, DELETE in its entirety and SUBSTITUTE with the following:

3. The payment for the trenching and pavement restoration, including influence areas, is included in the payment for the associated Work.

SECTION 800 - MATERIALS

800-1 LANDSCAPING MATERIALS.

800-1.1 Topsoil.

800-1.1.1 General. To the "GREENBOOK", DELETE in its entirety and SUBSTITUE with the following:

Topsoil shall be designated as Class A (imported) or Class C (unclassified). The Engineer will determine the suitability of topsoil prior to use. The Engineer may make such inspections and perform such tests as deemed necessary to determine that the material meets the requirements. Topsoil shall be transported from the source to its final position unless stockpiling I specified in the Special Provisions.

1. Typically the onsite soils (Class C) are suitable and preferred for reuse as topsoil if free from excessive vegetation, trash and debris, and other deleterious matter. The soil laboratory test will determine suitability of onsite topsoil material.
2. If import of topsoil is determined to be necessary, Class A topsoil shall be provided and tested, as specified. Topsoil source and quality shall be approved by the Project Landscape Architect prior to delivery. Topsoil must be weed free upon delivery, or treated as specified for weed eradication. If topsoil is to be stored on-site for later installation, it shall not be stored for more than one week.

800-1.1.3 Class "B" Topsoil. To the "GREENBOOK", DELETE in its entirety.

800-1.2 Soil Fertilizing and Conditioning Materials.

800-1.2.1 General. To the "GREENBOOK", ADD the following:

1. Submittals: Product data and samples shall be made in one package. Submit manufacturer's product data on amendments, fertilizers and all other

materials as described in this section. Include brand names, estimate quantities and supplier. For bark mulches, submit three (3) ¼ lb. bagged samples of each specified material. Label bag with name, source, size and colorrange.

800-1.2.2 Manure. To the "GREENBOOK", DELETE in its entirety.

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

1. Soil Amendment: a blend of organic fractions with several degrees of breakdown rate, along- lasting form of iron, trace elements, pH of 5.5 to 7.5, maximum salinity of 2.50 ECe, organic matter (dry weight basis) more than 90%, non-ionic wetting agent and total nitrogen content of 0.4 – 0.8%, such as "Numex Lif" by John Deere Landscapers, (619) 562-8777, or "A-1 Nutri- Gro" by A-1 Soils, (858) 715-5600, (or approved equal).
2. Gypsum: a commercially processed and packaged gypsum (CaSo4, H2O) Calcium Sulfate Product - 94.3%. Ninety percent shall pass a 50 mesh screen.
3. Iron Sulfate: a non-staining iron with micronutrients, pelletized, slow release, environmentally safe; 40% Iron, 1% Manganese, 1% Zinc, 1% Magnesium, 6% Sulfur; 2% Humic Acids. Such as "Premium Green Iron 40% Fe" as manufactured by Gro-Power®, Inc. (800) 473-1307 or approved equal.
4. Sulfur: a commercially processed and packaged product in elemental form (S) Sulfur - 90.0%, capable of oxidizing over time and providing nutrient sulfur. Pelletized. Such as "Tiger 90 CR". As supplied by Butler's Mill (800) 233-6933.
5. Mycorrhizal Inoculum / Soil Conditioner: Inculum shall be both Endo and Ecto (granular), with consistiting of propagules (spores, fragments of fungal mycelium, and pieces of mycorrhizal roots capable of colonizing host plant roots) of the vesicular arbuscular mycorrhizal species Glomus intraradices, Glomus aggregatum, Glomus mosseae, combined with other species and/or additional genera including, Sclerocyctis, Gigaspora, Scutellospora, Entrophospora, and Acaulospora. Ectomycorrhiza include Pisolithus and 4 species of Rhizopogon. Soil Conditioner portion shall consist of organic materials consisting of higher plant form life, composted beyond the fibrous stage, to humus. Also shall have humic acids and beneficial soil bacteria strains. It shall NOT contain poultry, animal or human waste (i.e., sewage sludge), pathogenic viruses, fly larvae, insecticides, herbicides, fungicide or poisonous chemicals that would inhibit plant growth. Shall be "GroLife" (800) 473-1307 – no known equal.

Ingredients: _____ Percentage _____ (minimum):

Mycorrhizal Inoculum 6,500/5,500 progagules per lb.

Humus 65%

Humic Acids 25%

800-1.2.5

Mulch. To the "WHITEBOOK", DELETE item 3 sections a) through m) and SUBSTITUTE with the following:

- a) **Type 1 Mulch** (Organic Mulch): "Gorilla Hair"; redwood bark mulch, fibrous, stringy, dark red product that is 100% derived from Sempervirens species of the Sequoia Redwood tree.
 - i. Size Range: Particle size shall be 95% passing a range from 1-3", with some fibers being longer than 3".
 - ii. Acceptable Manufacturer: John Deere Landscapes (800) 233-6933, or equal.

- b) **Type 2 Mulch** (Organic Mulch): "Forest Mulch" or "Forest Fines"; organic forest products with leaf litter, light in color, free of trash and other deleterious materials and animal waste, with pathogens and weeds removed by temperature treatment.
 - i. Size Range:
 - A. "Forest Mulch": 1-5"
 - B. "Forest Fines": ½ -2"
 - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or equal.

- c) **Type 3 Mulch** (Organic Mulch): "Perennial Mulch" or "Orchard Mulch"; composted mulch product, dark in color, high in organic content and comprised of yard trimming, free of trash and other deleterious materials and animal waste, with pathogens and weeds removed by temperature treatment.
 - i. Size Range:
 - A. "Perennial Mulch": 3/4" screened
 - B. "Orchard Mulch": 2" minus
 - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or equal.

- d) **Type 4 Mulch** (Organic Mulch): "Landscape Mulch" or "Trail Mulch"; comprised of tree wood and clean construction lumber waste products, light in color, free of painted or stained wood, trash and other deleterious materials and animal waste.
 - i. Size Range:
 - A. "Landscape Mulch": 1-3"
 - B. "Trail Mulch": 1-2"
 - ii. Acceptable Manufacturer: Agri Service Inc., (800) 262-4167, or equal.

- e) **Type 5 Mulch** (Organic Mulch): “Pacific Mulch”; appearance grade, composed organic forest products, free of trash and other deleterious materials, with pathogens and weeds removed by temperature treatment
 - i. Size Range: 1-3”
 - ii. Acceptable Manufacturer: John Deere Landscapes (800) 233-6933, or equal.

- f) **Type 6 Mulch** (Organic Mulch): “Bark Bits”; Fir and Pine Bark, free of trash and other deleterious materials.
 - i. Size Range: 1/4”-3/8”
 - ii. Acceptable Manufacturer: John Deere Landscapes, (800) 233-6933, or equal.

To the “WHITEBOOK, ADD the following:

800-1.2.7 Herbicides and Pesticides.

- 1. Herbicides and pesticides shall be used in their appropriate applications with strict adherence to manufacturers' specifications and instructions.
- 2. Post-emergent herbicide for all areas shall be Round Up, Diquat, Montar, or approved equivalent.
- 3. Pre-emergent herbicide for shrub and groundcover areas (planted from flats) shall be Treflan, Surflan, Eptan, or approved equivalent.

800-1.4 Plants.

800-1.4.1 General. To the “WHITEBOOK”, ADD the following:

- 8. Plants shall have grown in their containers for at least six months, but not over two years.
- 9. Quality and Size: Plants shall be in accordance with the California State Department of Agriculture Regulations for Nursery Inspections of Rules and Grading. Nursery tags must be submitted to the Project Landscape Architect. Sizes shall conform to the dimensions indicated on the planting plan. All plants shall be reviewed and approved for acceptable size and quality by the Project Landscape Architect prior to planting. All plants shall have a growth habit normal to the species and shall be symmetrical, typical for variety and species, sound, healthy, vigorous and free from insect pests, insect eggs, plant diseases, sun scalds, fresh bark abrasions, excessive abrasions, or other objectionable disfigurements. All plants shall have normal well-developed branch systems, and vigorous and fibrous root systems which are neither root-nor pot-bound and are free of kinked or girdling roots. Immediately upon

award of contract for work in this section, locate and purchase or hold for purchase all trees required. Color photos of all palm trees shall be submitted to Project Landscape Architect for approval for a minimum of 15 days prior to delivery of the plants to the site. The Project Landscape Architect reserves the right to reject any plant species upon conducting a physical inspection after delivery to the site.

10. Quantities: Quantities of all plant materials shall be furnished as needed to complete work as shown on the Drawings. Inspection of plant materials required by City, County or State authorities shall be the responsibility of the Contractor, and where necessary, permits or certificates shall have been secured prior to delivery of plans to site. The Project Landscape Architect is the sole judge as to acceptability of each plant. Vigorous, healthy, well-proportioned plants are the intent of this specification. Plants which are even moderately "overgrown," or are showing signs of decline or lack of vigor are subject to rejection. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock, or as specified in the special conditions or drawings. Plants larger in size than specified may be used with the approval of the Project Landscape Architect, but the use of larger plants will make no change in Contract Price. If the use of larger plants is approved, the ball of earth and spread of roots for each plant shall be increased proportionately.
11. Rejection or Substitution: The Project Landscape Architect reserves the right to reject any plant material found to be defective or not in conformance with plans and specifications. Plants shall be subject to inspection and approval or rejection at the project site at any time before or during progress of work, for size, variety, condition, latent defects, and injuries. All plants not conforming to the requirements herein specified shall be considered defective, and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site and replaced with new plants by the Contractor at his expense. Rejected plant material shall be replaced within one week of written notice, unless otherwise approved by the Project Landscape Architect. Substitutions will not be permitted except if proof is submitted that any plant specified is not obtainable, then a proposal will be considered for use of the nearest equivalent size or variety and cost. All substitutions are subject to Project Landscape Architect's written approval.
12. Right To Changes: The Project Landscape Architect reserves the right to change the species, variety, and/or sizes of plant material to be furnished, provided that the cost of such plant changes do not exceed the cost of plants in the original bid, and with the provision that the Contractor shall be notified, in writing, at least thirty (10) days before the planting operation has commenced.
13. Submittals: For each plant specified, include photo quality color photographs at 8 ½ x11 size format of each required species and size of plant material as it will be furnished to the Project. Take photographs from an angle depicting true

size and condition of the typical plant to be furnished. Identify each photograph with the full scientific name of the plant, container size, height and spread, and name of the growing nursery. Review of plant photographs does not indicate acceptance of the plant material as delivered to the Project Site.

14. Reference Standards: Reference Standards apply to this Sections and shall be the latest edition of the following:
 - a) "A Checklist of Woody Ornamental Plants of California", University of California, College of Agriculture.
 - b) ANSI Z60.1 American Standards for Nursery Stock.
 - c) Hortus Third.
 - d) Sunset Western Garden Book, Sunset Publishing Corporation.
 - e) Guideline Specifications for Nursery Tree Quality by Urban Tree Foundation.

800-1.5 Headers, Stakes and Ties. To the "GREENBOOK", ADD the following:

800-1.5.5 Steel Edging.

1. Comply with ASTM A 569, hot-rolled, standard flexible carbon steel edging, fabricated in sections with stake pockets stamped, punched, or welded to face of sections approximately thirty inches (30") apart to receive stakes.
2. Manufacturer: The JD Russell Company, (800) 888-7425, or approved equal.
3. Size and Finish: per Drawings.
4. Stakes: Tapered steel, a minimum of 16 inches long, finished to match specified steel edging, and made by the same manufacturer of the steel edging for which they will be used.
5. Accessories: Standard start/end sections, 90° corners, splicers as required.

To the "GREENBOOK", ADD the following:

800-1.6 Filter Fabric.

1. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 4.5 oz./sq. yd. minimum, with a tensile strength of 120 lbs, water flow rate of 135 g/mi/s.f. and UV Resistance of 70% EMTS Boat Dock Esplanade Project composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally-encountered chemicals, alkalis, and acids.
2. Product: "Mirafi 140 N" by Tencate, or approved equal.

800-1.7**Aeration Tubes.**

1. Tubes:
 - a) 4" dia., schedule 40 PVC perforated pipe cut to lengths as shown on the Drawings.
 - b) Acceptable Manufacturer: Pacific Plastics, Inc. (714)-990-9050, or equal.
2. Grates:
 - a) 4"dia., round, black, flat plastic slotted drain grates
 - b) Acceptable Manufacturer: National Diversified Sales (NDS), or equal.
3. Filter fabric "Sock":
 - a) Spunbond, Tyvar 3341, Geoscape Landscape Fabric - 2.5 oz., Commercial Grade
 - b) Acceptable Manufacturer: ADS (800) 821-6710, or equal.

SECTION 801 - INSTALLATION**801-1**

GENERAL. To the "WHITEBOOK", ADD the following:

5. Contractor is to obtain Resident Engineer's acceptance of tree locations in the field prior to installation of irrigation equipment. Tree locations on the plan are approximate and shall be adjusted as directed by the Resident Engineer. Tree locations take precedence over irrigation equipment conflicting with accepted tree locations.
6. In paved areas, all tree and palm planting holes are to be excavated and amended per the specifications prior to the pouring of the concrete paving.
7. Examine areas to be planted before start of work, locate utilities, improvements, and easements, verify dimensions and areas shown on the Drawings with actual conditions, identify and tag existing plant material to remain. Document conditions which are in direct conflict with the Drawings and notify the Owner's Representative. Do not start work until conditions that would adversely affect performance, installation, or quality of the work have been corrected. Start of work of this Section constitutes acceptance of the conditions.
8. Contractor shall install a temporary water supply from an approved source to irrigate the existing trees during construction, as outlined in Subsection 308-4.9.5 of the Standard Specifications.
9. Site observation visits herein shall be made by the Resident Engineer. The contractor shall request site observation three (3) working days in advance of

the time of observation is required. The Landscape Contractor or his authorized representative shall be on the site at the time of each site observation by the Resident Engineer. Site observations shall be required for the following parts of work:

- a) Pre-Construction Meeting to review proposed construction.
- b) Protection of existing plant materials 48 hours
- c) Rough grade and soil tests 48 hours
- d) Plant material 48 hours
- e) Soil preparation and finish grade 48 hours
- f) Plant layout and installation 48 hours
- g) Substantial Completion Punch List 7 days
- h) Punch List Completion 7 days
(Authorize start of Maintenance Period)
- i) Maintenance Completion 7 days
- j) Hardscape from layout to verify location of irrigation sleeves.
- k) Water pressure test of mainlines prior to backfilling trenches.
- l) Water pressure test of laterals prior to backfilling trenches.
- m) Irrigation coverage check.
- n) Final walk-through at the completion of the ninety (90) day maintenance period.

To the "WHITEBOOK", ADD the following:

801-1.1 Weeding.

1. Weed eradication for entire project site. After irrigation installation, but before planting installation, the Contractor shall irrigate the entire project site three (3) to four (4) times over seven (7) to ten (10) days to germinate existing weeds seeds. Allow weed seeds to grow until they reach a maximum height of two to three inches (2"-3"). A post emergent herbicide shall then be applied per Manufacturers specifications and instructions. Avoid contact of herbicide with the existing plants to remain.

801-2 EARTHWORK AND TOPSOIL PLACEMENT.

801-2.1 General. To the "WHITEBOOK", DELETE "or Class B topsoil".

801-2.2 Topsoil Preparation and Conditioning.

801-2.2.1 General. To the "WHITEBOOK", ADD the following:

8. Soil Tests:
 - a) After asphalt and structure demolition and removal are completed and once rough.
 - b) At the conclusion of rough grading, collect 4 soil samples from areas identified by the Resident Engineer, and submit the samples to an agricultural soils laboratory for testing. Submit copy of specified amendments with soil samples for testing lab reference. Submit the test results to the Resident Engineer for review. No amendments shall be applied prior to receipt of test results. The Resident Engineer shall recommend changes to the amendments and/or procedure listed herein, after review of the test results. Costs for testing shall be included in the base bid. Cost change for soil preparation work shall be in accordance with the provisions of the General Conditions.
 - c) The cost of the soil analysis and testing shall be included in the bid documents and the Contractor shall not be due additional compensation.
 - d) Conduct soil tests prior to commencing work on this section.
9. Percolation Tests:
 - a) Locate and prepare the percolation test pits where indicated on the Drawings or as indicated by Owner' representative, and as describe herein. Percolation tests shall take place prior to any tree planting.
 - b) Excavate the pits as describe under the plant installation section, remove all loose material, and fill the pits with six inches (6") of water. After 12 hours refill with the same amount of water. Six hours after the second filling, inspect the pits with the Resident Engineer and document locations where water remains in the pit.
 - c) If percolation problems occur, provide means and methods for correcting said problems. Planting operations at the locations identified shall be suspended as necessary or as directed by the Resident Engineer. Payment for corrective work shall be in accordance with the provisions of the General Conditions. Proceeding with the work without written approval, does not entitle the Contractor to additional compensation for correctivework.
 - d) Conduct percolation tests prior to commencing work on this section.

801-2.2.2 Fertilizing and Conditioning Procedures. To the "WHITEBOOK", Section 2, ADD the following:

2. Spread amendments over all planting areas indicated on the Drawings, and mechanically till and blend to a depth of six (6) inches. Prepare areas within the dripline of existing trees by hand, do not use mechanical tillers. Remove foreign material, construction debris, and rocks larger than 2" in diameter. Rake smooth, lightly water, and compact to the finish grades shown on the Drawings.

To the "WHITEBOOK", Section 4, DELETE in its entirety and SUBSTITUTE with the following:

4. After spreading, cultivate the following soil amendments into the upper 15 inches (381 mm) of soil by suitable equipment operated in at least two directions approximately at right angles. In small planters the same results are to be achieved using hand tilling methods.

801-2.3 Finish Grading. To the "WHITEBOOK", ADD the following:

5. Planting surfaces shall be graded with no less than one percent (1%) surface slope for positive drainage.
6. Molding and rounding of the grades shall be provided at all changes in slope.
7. All undulations and irregularities in the planting surfaces resulting from tillage, rototilling, and all other operations, shall be leveled and floated out before planting operations are initiated.
8. The Contractor shall take every precaution to protect and avoid damage to irrigation heads, irrigation lines, and other underground utilities during the grading and soil conditioning operations.
9. Final grades shall be acceptable to the Resident Engineer before planting operations will be allowed to begin.

801-3 HEADER INSTALLATION.

To the "GREENBOOK", ADD the following:

801-3.1 Steel Edging.

1. Install steel edging according to manufacturer's recommendations. Anchor with steel stakes spaced approximately 30 inches on-center, driven below top elevation of edging, or at every stake pocket location in edging sections designed and manufactured to receive stakes. Stake shall be located in solid undisturbed soil, or in soil set at 85% relative compaction.
2. Horizontal Alignment: Install straight sections true to the alignments as indicated, free of waves or bends, using strings as guides. Install curved

sections true to the alignment as indicated, free of waves or bends, following marked alignments approved in the field by the Owner's Representative.

3. Vertical Alignment: Install parallel with the finished grade.
4. Damaged Edging: Replace edging sections damaged by construction operations.

801-4 PLANTING.

801-4.1 General. To the "WHITEBOOK", ADD the following:

7. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted horticultural practice, as approved by the Resident Engineer. The determination of adequate soil moisture for planting shall be the sole judgment of the Resident Engineer and his decision shall be final. The Contractor shall obtain a soil moisture level found to be sufficient for planting. All planting pits shall be filled with water and allowed to drain before starting planting operations. No more plants shall be distributed in the planting area on any day that can be planted and watered as herein specified immediately after removal from containers.
8. Excavation shall include the stripping and staking of all acceptable soil encountered within the areas to be excavated for plant pits and planting beds. Protect all areas that are to be trucked over and upon which soils to be temporarily stacked pending its re-use for the filling of holes, pits and beds.
9. Excess soil generated from the planting holes shall be removed from the site, or distributed thereon with, and only with, approval of the Resident Engineer.
10. Refer to planting details for trees that are to have root barriers.
11. All plant material and their locations shall be approved by the Resident Engineer before cutting into containers and excavating soil for planting.

801-4.3 Layout and Plant Locations. To the "WHITEBOOK", ADD the following:

4. The layout of locations for plants and outlines of ground cover areas to be planted shall be approved on the site by the Resident Engineer. All container plants shall be sited by the Contractor in their final locations, as approved by the Resident Engineer, prior to their planting. All such locations shall be checked for interference with existing underground piping, prior to excavation of holes. If underground construction or utility lines are encountered in the excavation of planting areas, other locations for the planting may be selected by the Resident Engineer. Damage to existing utilities shall be the responsibility of the Contractor.

5. Tree Layout: Flag or stake the tree locations as shown on the Drawings, and review with the Resident Engineer, the locations which conflict with new or existing utilities, foundations, paving, drainage flow lines and structures. Do not install trees in areas of conflict without review and approval from the Resident Engineer.
6. Shrub and Vine Layout: Place container plants at the locations shown on the Drawings. Proceed with the installation after review and approval by the Resident Engineer.

801-4.5 Tree and Shrub Planting. To the "WHITEBOOK", item 1, ADD the following:

Plant Pits: Excavate planting pits to the minimum size and depth indicated on the Drawings. The pits shall have vertical sides and level or sloping bottoms with roughened surfaces. Pits may be larger to avoid damage or injury during installation, or due to other constraints. Notify the Resident Engineer of conditions where hardpan, adobe clay, or inadequate subgrade compaction are encountered. Planting operations at the locations identified shall be suspended pending corrective action provided by the Resident Engineer.

To the "WHITEBOOK", Item 4, DELETE in its entirety and SUBSTITUTE with the following:

4. Backfill and Compaction:
 - a) Place backfill in maximum 6 inch layers. Puddle and tamp to 85% relative dry density prior to placement of each succeeding layer. Place plant tablets as indicated on the Drawings and in the quantities noted below, do not place plant tablets in direct contact with the rootball. At completion of the planting operation, thoroughly water-in each plant to the full depth of the plant pit.
 - b) Backfill mixture for all plants except palms shall be thoroughly blended, consisting of the following:

<u>Amendment</u>	<u>Amount</u>
Soil Conditioner*	1 part
Existing Soil	3 parts
Iron Sulfate	2 lb/cy of mix
Soil Sulfur	1 lb/cy of mix
Gypsum	25 lb/cy of mix
Pre-plant Fertilizer (5-3-1) *	18 lb/cy of mix
Mycorrhizal Inoculum / Soil Conditioner**	10 lb/cy of mix

* Incorporate these items only in the top 18" layer.

** Incorporate these items only in the top 6" layer.

- c) Backfill mixture for palm trees shall be thoroughly blended, consisting of the following:

<u>Amendment</u>	<u>Amount</u>
Washed Concrete Sand	1 part
Soil Amendment	1 part
Existing Soil	6 parts
Iron Sulfate	2 lbs/cy of mix
Gypsum	25 lb/cy of mix
Palm Tree Fertilizer (9-3-9)	8 lb/cy of mix
Mycorrhizal Inoculum / Soil Conditioner	10 lb/cy of mix
Humic Acid	3 lbs/cy of mix
Soil Penetrating Agent	1-2 oz/gallon

- d) Install backfill mixture in planting pits in lifts of no more than two (2) feet in depth. Each lift shall be water jetted to help reduce shifting of the palm tree within the planting pit. Continue to install and water jet remaining lifts of backfill mixture until the planting pit is adequately backfilled to the proper level.

- e) Place planting tablets in the planting pits at the following rates:

<u>Plant Size</u>	<u>Qty.</u>	<u>Tablet Size</u>
Liner and flat size plant	1	5 gram
1 gallon container	1	21 gram
5 gallon container	2	21 gram
15 gallon container	3	21 gram
Box specimen	2	21 gram for each 12" of box size
Palm Tree	2	21 gram for each 12" of palm tree height

To the "GREENBOOK", ADD the following:

801-4.6.4 Root Barriers.

1. Materials shall be delivered and stored in accordance with Section 4 of the Standard Specifications. Avoid prolonged exposure to direct sunlight and high temperatures. Material exposed to direct sunlight for more than one week shall be rejected and replaced. Install as soon as possible after opening container.
2. Material shall be handled in accordance with manufacturer's instructions.
3. Install root barrier against edge of all paving adjacent to planting areas within 10' of tree trunks measured perpendicular to curb. A minimum 4" wide trench

shall be excavated to the depth of root barrier. Insert barrier to bottom of trench and stretch it straight against the side of trench adjacent to concrete. Top edge shall be 3" below grade of concrete structures. To permit backfilling, tape, wire or pin the barrier against the trench wall. The fabric shall be laid in a continuous barrier without gaps. Splices shall be made tight and permanent using the manufacturer's locking strips installed per instructions. Tamp soil gently and firmly into place as backfilling is accomplished to prevent soil settling. Avoid collapsing or distorting the barrier when backfilling. Cutting shall be accomplished using a sharp knife.

4. Price for root barriers shall include labor, materials, equipment and all incidentals necessary to provide a complete installation.
5. Root barrier shall be installed against hardscape features, or as shown diagrammatically on the Drawings, not encircling tree rootball. Install per manufacturer recommendations.

SECTION 901 - INSTALLATION AND CONNECTION

901-1.1.2.3 High-lining Removed by the Contractor. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After removing all high-lining construction material and debris, you shall restore streets, curbs, gutters, sidewalks, fire hydrants, and other disturbed facilities in accordance with PART 4 - EXISTING IMPROVEMENTS. Street resurfacing shall be restored in accordance with the SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation", SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation" as included in **Appendix J - Standard Drawings**.

901-2.4 Pavement Restoration. To the "WHITEBOOK", item 2, DELETE in its entirety and SUBSTITUTE with the following:

2. After the final connection is completed, you shall remove all temporary resurfacing, compact sub-grade and restore affected area with permanent resurfacing in accordance with the following City of San Diego Standard Drawings as included in **Appendix J - Standard Drawings**. Payment for pavement restoration, including influence area, shall be included in the associated Bid Items pertinent to the Work.
 - a) SDG-105, "Pavement Restoration General Notes"
 - b) SDG-107, "Pavement Restoration for Asphalt Concrete Surfaced Streets - Major Excavation"
 - c) SDG-108, "Pavement Restoration for Concrete Surfaced Streets and Alleys - Major Excavation"
 - d) SDG-117, "Pavement Restoration for Asphalt Concrete Surface Streets - Minor Excavation"
 - e) SDG-118, "Pavement Restoration for Concrete Surface Streets and Alleys - Minor Excavation"

901-2.5 **Payment.** To the "WHITEBOOK", item 1, subitem g, and item 3, DELETE in their entirety and SUBSTITUTE with the following:

g) Pavement Restoration including influence area.

3. Traffic Control, saw cutting the trench area, trench caps, and other spot repairs in the vicinity of the disturbed area at each restored connection shall be included in the square foot Bid Item for "**Pavement Restoration for Final Connection**". Asphalt overlay Work shall be paid for under separate Bid items.

SECTION 1001 – CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)

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

8. Based on a preliminary assessment by the City, this Contract is subject to **SWPPP Risk Level 1.**

1001-2.10 **BMP Inspection, Maintenance, and Repair.** To the "WHITEBOOK", ADD the following:

5. Maintenance activities shall be documented by the QSP or QSD in the Construction BMP Maintenance Log for projects subject to SWPPP requirements. See **Appendix I - SWPPP Construction BMP Maintenance Log.**
-

SUPPLEMENTARY SPECIAL PROVISIONS
APPENDICES

APPENDIX A
MITIGATED NEGATIVE DECLARATION



Land Development
Review Division
(619) 446-5460

Mitigated Negative Declaration

LDR No. 42-0574
PTS 4465
SCH No. 2002091083

SUBJECT: Naval Training Center (Liberty Station) Park General Development Plan: COUNCIL APPROVAL to construct a 46-acre public regional park and three-acre esplanade in the former Naval Training Center (NTC) Liberty Station site adjacent to the boat channel. The park would include an aquatics complex, ball fields, open space, an historic plaza, a nature area, tot lots, 396 on-site parking spaces, a 7,755 square foot addition to existing Building 619, use of existing Building 191, and an esplanade along both sides of the boat channel. The site is in the OP-1-1 zone, Coastal Overlay Zone. The site is located in the southeastern portion of NTC, southeast of Cushing Road adjacent to the boat channel. Applicant: City of San Diego, Park and Recreation Department.

NOTE: Minor revisions have been made to this document in response to public comment. Deletions are shown in ~~strikeout font~~; additions are shown in double underline font.

- I. PROJECT DESCRIPTION: See attached Initial Study.
- II. ENVIRONMENTAL SETTING: See attached Initial Study.
- III. DETERMINATION:

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

- IV. DOCUMENTATION:

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

- V. MITIGATION, MONITORING AND REPORTING PROGRAM:

To ensure that site development would avoid significant environmental impacts, a mitigation monitoring, and reporting program (MMRP) shall be required. Compliance with the mitigation measures becomes the responsibility of the applicant. The basis for the MMRP is found in the Initial Study and as described below.

Water Quality

The following Best Management Practices (BMPs), as further defined in the document, *Storm Water Quality Management Program, Naval Training Center Redevelopment Project, San Diego, California* (August 2002), will be incorporated into the Stormwater Pollution Prevention Plan (SWPPP). Development The BMPs would comply with all requirements of the State Water Resources Control Board (SWRCB) Order No. 99-08, and the Municipal Storm Water Permit, Order No. 2001-01 (NPDES General Permit No. CAS000002 and CA S0108758), *Waste Discharge Requirements for Discharges of Storm Water Runoff Associated With Construction Activity*. In accordance with said permit, the SWPPP and a Monitoring Program shall be implemented concurrently with the commencement of grading activities, and a Notice of Intent (NOI) shall be filed with the SWRCB.

A. Construction BMPs

1. Soil stabilization - control techniques would be specified such as seeding, planting, mulching, and scheduling of grading activities to avoid rain events and to disturb limited portions at a time, revegetating as soon as possible.
2. Sediment control - control techniques would be used to minimize runoff where soil would be exposed to rainfall. Stabilized construction entrances at points of entry and exit would be used to minimize sediment tracked into public streets. Other controls such as silt fences, straw bales, sand bags, and storm drain inlet protection would also be used.
3. Roadway cleanliness - control techniques would be used to minimize sediment leaving the site on construction vehicles. Construction road stabilization and stabilized entrance/egress points would minimize soil leaving the site.
4. Dust control - control techniques would be used to minimize airborne dust/particulates leaving the site. Construction vehicles would not exceed 15 miles per hour when traveling over unpaved areas.

B. Post-Construction BMPs

1. Structural controls - All stormwater runoff from the park site would be discharged through at least one structural treatment device. In many cases, the discharge would pass through a structural treatment device such as biofiltration, followed by a stormwater separator. Design parameters are specified in the *Storm Water Quality Management Program* document. Maintenance would be provided by the City of San Diego.

- a. Drain Inlet Filter - This is a device with a filter within the storm water system inlets to capture petroleum hydrocarbons residue from vehicles. Drain inlet filters effective in general trash removal would be specified for park construction activities. Filtration devices were previously specified in the Precise Plan Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program.
 - b. Biofilter Swales and Strips - Swales are shallow, vegetated channels to retain overland storm water flow to allow for infiltration, sedimentation entrapment, plant nutrient uptake, and physical filtration. Strips promote low-velocity flow across a vegetated surface based on sheet flow conditions. Biofilter swales were previously specified in the Precise Plan Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program.
 - c. Detention Basin - Detention basins would be constructed to temporarily capture and detain storm water runoff consistent with Regional Water Quality Control Board guidance. Basin depths would be from four to six feet deep. Maintenance would include, but is not limited to, inspection during wet weather to ensure the basin drains in 48 to 72 hours, removal of sediment when sediment depth becomes greater than 18 inches deep or displaces more than 10% of the water quality volume, mowing and maintenance of the side slopes, removal of debris and litter, and elimination of nuisance conditions such as insects, weeds, odors, and algae.
 - d. Wet Basin - A wet basin (a permanent wet pool designed to detain and treat stormwater runoff) would be constructed in the nature area of the park. This basin would contain emergent and submerged aquatic vegetation and an active microbial community capable of dissolved constituent consumption. Shallow depths along the perimeter would gradually slope to a depth of approximately six to eight feet deep. Fish species such as *Gambusia affinis* (mosquito fish) would be stocked at a minimum initial density of 200 individuals per surface acre to eliminate problems with mosquitoes. Maintenance actions include, but not limited to, repair of the embankment and spillway, replacement of vegetation, removal of litter, and control of nuisance conditions such as insects, weeds, odors, and algae.
 - e. Stormwater Separator - Several stormwater separators would be installed in the park and in the existing right-of-way under Cushing Road along the western boundary of the park. These separators allow for settling and separation of stormwater and contaminants through mechanisms such as gravity settling, filtration, and/or screening. Stormwater separators would be installed at each storm drain outfall into the Bay, or at each location where the storm drain system leaves the park site.
2. Non-structural controls - Administrative controls would also be used to help further reduce stormwater runoff impacts as discussed below.

- a. Street Cleaning - Street sweeping would be used on finished roads within the NTC and park site. Frequency of sweeping would increase before the wet season to remove sediments that may have accumulated during the drier months.
- b. Signs - Signs such as "No Dumping, Drains to Ocean" would be installed on all drain inlets in the development and park.
- c. Education/Outreach - Information on the City of San Diego "Think Blue" Storm Water Pollution Prevention Program would be available to users of the park to educate about causes of storm water pollution and about pollution prevention behaviors that they could adopt to help improve water quality and how the BMP measures in the park work to reduce storm water runoff.

VI. PUBLIC REVIEW DISTRIBUTION:

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

U.S. Government

- U.S. Fish and Wildlife Service (23)
- U.S. Army Corps of Engineers (26)
- Dept. of the Navy, Southwest Division, Naval Facilities Engineering Command
- U.S. Navy Environmental Planning Division (12)
- U.S. Navy Real Estate Division (8)
- Federal Aviation Administration (1)
- Environmental Protection Agency (19)
- Department of Commerce, National Marine Fisheries Service (20)
- Coast Guard Commanding Officer, Marine Safety Office (11)
- U.S. Marine Corps Recruit Depot (MCRD) (14)

State of California

- California Department of Fish and Game (32)
- California Environmental Protection Agency (37A)
- Regional Water Quality Control Board - Region 9 (44)
- California Coastal Commission (47, 48)
- State Clearinghouse (46)
- California Department of Transportation (Caltrans), District 11 (31)
- Caltrans, Division of Aeronautics (51)
- Boating and Waterways (52)
- State Coastal Conservancy (54)
- State Water Resources Control Board (55)
- Native American Heritage Commission (56)
- California State Land Commission (62)
- Department of Parks and Recreation, Office of Historic Preservation (41)

County of San Diego

Air Pollution Control District (65)
Department of Environmental Health, Brad Long (75, 76)

City of San Diego

Historical Resources Board (87)
Park & Recreation Board (83)
Park & Recreation Department
Wetland Advisory Board (91A)
Library Department (81)
Peninsula Community Service Center (389)
Development Services Department
Planning Department
Peninsula Community Planning Board (390)
Midway Community Plan Advisory Committee (311)
Peninsula Chamber of Commerce (391)

NTC Citizens Implementation Advisory Committee

Celeste Weinsheim, Chair
Carolyn Chase
Kathryn Fulhorst, Design Review Committee
Steve Horrow, Cabrillo Recreation Council
Seth Layton, Peninsula Community Planning Board
Jose Mireles, Implementation Advisory Committee
Jim Peugh, San Diego Audubon Society
June Dudas, City of San Diego, Park & Recreation Department, MS-37C
Steve Silverman, Rick Engineering
Marcela Escobar, MS-5A
Jack Nakawatase, MS-5A
Michelle Frick, MS-5A
Marcia McLatchy, MS-9B
John Hudkins, MS-39
Mark Marne, MS-35
Kirk Mather, Council District 2, MS-10A

NTC Interested Parties list*

NTC Applied Energy, 707 Broadway, Suite 1500, San Diego, CA 92101-5378
San Diego Association of Governments (108)
San Diego Unified Port District (109)
Metropolitan Transit Development Board (115)
San Diego Chamber of Commerce (157)
San Diego Daily Transcript (135)
San Diego Gas & Electric (114)
Sierra Club, San Diego Chapter (165 and 165A)
San Diego Earth Times (165B)
San Diego Natural History Museum, Dr. Deméré (166)
The Audubon Society (167)
Environmental Health Coalition (169)

California Native Plant Society (170)
The Southwest Center for Biological Diversity (176)
Citizens Coordinate for Century III (179)
Endangered Habitats League (182)
The Surfrider Foundation (183)
Historical Resources Board (87)
Dr. Florence Shipek (208)
Dr. Lynne Christenson (208A)
Ron Christman (215)
Louie Guassac (215A)
South Coast Information Center (210)
San Diego Archaeological Center (212)
Save Our Heritage Organization (214)
San Diego Historical Society (211)
San Diego County Archaeological Society (218)
Kumeyaay Cultural Repatriation Committee (225)
Barona Group of Capitan Grande Band of Mission Indians* (225A)
Campo Band of Mission Indians* (225B)
Cuyapaipe Band of Mission Indians* (225C)
Inaja and Cosmit Band of Mission Indians* (225D)
Jamul Band of Mission Indians* (225E)
La Posta Band of Mission Indians* (225F)
Manzanita Band of Mission Indians* (225G)
Sycuan Band of Mission Indians* (225H)
Viejas Group of Capitan Grande Band of Mission Indians* (225I)
Mesa Grande Band of Mission Indians* (225J)
San Pasqual Band of Mission Indians* (225K)
Santa Ysabel Band of Diegueño Indians* (225L)
La Jolla Band of Mission Indians* (225M)
Pala Band of Mission Indians* (225N)
Pauma Band of Mission Indians* (225O)
Pechanga Band of Mission Indians* (225P)
Rincon Band of Luiseno Mission Indians* (225Q)
Los Coyotes Band of Mission Indians* (225R)
McMillin Land Development
GeoCon
Rob Gehrke, RBF Consulting
San Diego State University (455)
Robert G. Russell, Jr. Procopio, Cory, Hargreaves, and Savitch, LLP

*public notice only

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 Land Development Review Division for review, or for purchase at the cost of reproduction.

original signed
KENNETH TEASLEY, Senior Planner
Development Services Department

September 18, 2002
Date of Draft Report

October 24, 2002
Date of Final Report

Analyst: WILKINSON

City of San Diego
Development Services Department
LAND DEVELOPMENT REVIEW DIVISION
1222 First Avenue, Mail Station 501
San Diego, CA 92101
(619) 446-5460

INITIAL STUDY
LDR No. 42-0574
PTS 4465
SCH No. 2002091083

SUBJECT: Naval Training Center (Liberty Station) Park General Development Plan:
COUNCIL APPROVAL to construct a 46-acre public regional park and three-acre esplanade in the former Naval Training Center (NTC) Liberty Station site adjacent to the boat channel. The park would include an aquatics complex, ball fields, open space, an historic plaza, a nature area, tot lots, 396 on-site parking spaces, a 7,755 square foot addition to existing Building 619, use of existing Building 191, and an esplanade along both sides of the boat channel. The site is in the OP-1-1 zone, Coastal Overlay Zone. The site is located in the southeastern portion of NTC, southeast of Cushing Road adjacent to the boat channel. Applicant: City of San Diego, Park and Recreation Department.

NOTE: Minor revisions have been made to this document in response to public comment. Deletions are shown in ~~strikeout font~~; additions are shown in double underline font.

I. PURPOSE AND MAIN FEATURES:

The purpose of this proposed action is to provide the park component of the broader Naval Training Center (NTC) Liberty Station development project as specified in the Master Planned Development Permit/Coastal Development Permit 99-1076.

In September 2000 the Citizens Implementation Advisory Committee (CIAC), Park Planning Subcommittee finalized their recommendations for park development goals at NTC. As a part of the process for formulation of these recommendations the CIAC solicited input from the community and from numerous potential user groups. An evaluation of the City's present and future recreation needs was also performed. These recommendations and concept goals were incorporated into the park General Development Plan.

In late September 2001, the U.S. Navy, acting through the National Park Service, completed the Public Benefit Conveyance of the 46-acre public park and 3-acre eastside

LDR No. 42-0574 Initial Study

esplanade area to the City of San Diego. The boat channel has not been conveyed and is therefore neither included in the scope of the Park development plans nor this CEQA document. The Navy restricted development within 15 feet of the boat channel (to the edge of the rip-rap) until past contamination issues can be resolved and conveyance is complete.

The proposed General Development Plan for the park provides both active and passive recreation elements. The active recreational elements include ball fields, a multi-use field, multi-purpose courts, a future aquatics complex, and tot lots. Passive recreational elements include group and individual picnic areas, open turf areas, an historic plaza, a nature area, and a dual-use esplanade for walking and bicycling. Sewer, water, and electrical utility connections would be provided. Excavation for utility connections is anticipated to be minimal (about ~~three~~ eight feet deep). Parking would be provided both on-site and along the street frontage.

The ball fields would be sited at the southern end of the park west of the boat channel. This area of the park would also contain the multi-use field, and multi-purpose courts.

The future aquatic complex would be located northeast of the ball fields and could include one or more pools such as a 25 meter pool and a family pool with an interactive play area. Existing Building 619 would be renovated with a 7,755 square foot addition for the aquatics center complex support functions such as locker rooms, offices, restrooms, storage and a concession stand. Building 619 was constructed in 1992 as the Child Development Center.

Picnic areas would be grouped in varying sizes to accommodate various user groups as well as individuals. Natural shading would be provided with tree plantings. The adjacent open turf areas would provide areas for unstructured recreational activities and passive use.

The plaza would be located at the center of the park with a portion of the plaza within the boundary of the NTC Historic District. Design of the plaza area could include water features and enhancement of the existing historic gun placements. A comfort station is proposed adjacent to the plaza, but outside the NTC Historic District.

A nature area would be located at the northeastern portion of the park site and would incorporate native plantings, walkways, and observation areas. The area would also serve as a storm water retention and filtering basin.

An esplanade would extend along the boat channel for the entire length of the park, eventually crossing the boat channel and continuing along the southeast side of the channel. The esplanade would provide two separate ten-foot wide paths to serve both pedestrian and bicycle users. The paths would meander and vary in elevation to provide interest and take advantage of views. Benches and observations areas would be provided along the route for rest and viewing.

Development would be set back from the boat channel by a 15-foot buffer zone for water quality. Materials such as decomposed granite and/or use of vegetation which would require little or no fertilizers and pesticides would be incorporated in this buffer area. Shoreline development or other activity in the boat channel is not currently proposed as part of this Park General Development Plan because of the Navy's prohibition on development activities in the Boat Channel.

Parking would be located in clusters in accordance with the recommendations of the CIAC to cluster parking along existing roads and into pockets adjacent to proposed use areas. The largest parking area would be located adjacent to the ball field/aquatic park area to serve the area of heaviest use. Fewer parking spaces would be provided at the other end of the park near the nature area. In total, approximately 396 parking spaces would be provided. Street parking would be available along Cushing Road with the exception of parking adjacent to the plaza.

Landscaping plans for the park have not yet been fully developed. However, the adopted NTC Precise Plan and Local Coastal Plan (LCP) incorporates landscaping design guidelines and specifies landscaping requirements consistent with the City Landscape Standards and Landscape Concept Plan.

II. ENVIRONMENTAL SETTING

The Naval Training Center (NTC) re-development (Liberty Station) is located in the NTC Precise Plan area of the City of San Diego. NTC is bordered by Rosecrans Street to the northwest, Lytton Street to the northeast, and Harbor Drive to the south. The park site is located in the southeastern portion of NTC adjacent to the boat channel, which is an extension of the San Diego Bay. The project location falls under the California State Coastal Commission jurisdiction. Additional information on the environmental setting of the proposed Park is found in the three existing CEQA documents for the overall NTC project as referenced below.

III. ENVIRONMENTAL ANALYSIS: See attached Initial Study checklist.

This Initial Study and the associated Mitigated Negative Declaration, LDR No. 42-0574, were prepared in accordance with the "tiering" concept described in Section 15152 of the *State CEQA Guidelines*, whereby the additional environmental effects of a proposal which were not fully addressed through previously certified environmental documents are now addressed. This Initial Study and proposed Mitigated Negative Declaration tiers off the following previously-certified environmental documents:

- C *Disposal and Reuse of Certain Real Properties at Naval Training Center, San Diego, California Environmental Impact Statement/Environmental Impact Report ("Reuse EIS/EIR")*, LDR No. 96-0255, SCH No. 96051057, certified by the City of San Diego on October 20, 1988.

LDR No. 42-0574 Initial Study

- C *Environmental Impact Report for the NTC Redevelopment Project* ("Redevelopment EIR"), SCH No. 99081140, certified by the Redevelopment Agency of the City of San Diego on February 1, 2000.
- C *Mitigated Negative Declaration NTC Precise Plan and Local Coastal Plan & Related Entitlements/MWWD Environmental Monitoring and Technical Services Laboratory*. LDR No. 99-1076, SCH No. 2000081037. September 14, 2000.

These documents are available for review at the City of San Diego Development Services Department, Land Development Review Division, 1222 First Avenue, Fifth Floor, San Diego, California, 92101.

At the time of preparation of these documents, the proposed Park was conceptualized, but detailed development plans were not yet proposed. This Initial Study and proposed Mitigated Negative Declaration provide the project-specific CEQA analysis for the development plans for the Park.

IV. DISCUSSION

- A. The existing analysis in the two EIRs and MND analyzed broad issues associated with the future use of the area designated for the park. With the current proposal for the park General Development Plan, project-specific analysis is provided in this document. The following issues either remain unchanged from the existing analysis, or have been determined **NOT** to be potentially significant. Therefore, no additional mitigation measures beyond those previously identified are required for: **biological resources, historical resources, air quality, water use, visual quality, land use, traffic, health and safety, geology, paleontological resources, archaeological resources, and hydrology**. The existing mitigation measures remain applicable and are summarized for each resource area below.

Biological Resources

Potential impacts to biological resources were analyzed in Section 4.6 of the Redevelopment EIR. The Redevelopment EIR and the Precise Plan MND identified potentially significant impacts to avian resources for any development along the shoreline areas of the boat channel. A nature area would be located at the northeastern portion of the park site and would incorporate native plantings, walkways, and observation areas. The location of this nature area would accommodate existing waterfowl use of the area. Shoreline development or other activity in the boat channel is not proposed as part of this Park General Development.

The existing land was used for military uses and did not contain a diversity of natural vegetation. The proposed park would create new vegetation, natural areas, and open areas increasing localized floral species diversity. Landscaping plans for the new park would be consistent with the City Landscape Ordinance and Landscape Technical Manual.

The Redevelopment EIR specifies the following mitigation measures, now included as part of this project scope, to further reduce impacts to biological resources:

- C Construction noise adjacent to breeding, roosting, and foraging areas of birds shall be kept to a minimum, particularly during the breeding season.

- C All trash containers or trash dumpsters shall be covered at all times to discourage the use of these facilities as a source of food by mammalian (e.g., cats, dogs, skunks, opossums) and avian (e.g., gulls, crows, ravens) predators of the California least tern. Trash containers would meet current City specifications.

The MND 99-1076 specifies the following mitigation measure, now included as part of this project scope, to further reduce impacts to biological resources:

- C Prior to the preconstruction meeting, a qualified biologist shall determine the potential for sensitive bird species including those protected under the Migratory Bird Treaty Act to occur within or adjacent to the project impact area throughout the anticipated construction period. If any areas are identified as having the potential to be breeding, roosting or foraging areas for such species, including the rip rap along the boat channel, appropriate construction buffers, to be determined by the qualified biologist, City, and appropriate state and federal agencies, shall be provided.

Additional biological surveys were conducted in August 2002 and February 2001 to further assess potential impacts to nesting herons in the ficus trees north of the project site. No evidence of nesting by herons or any other species was observed.

Historical Resources

A portion of the park would develop the Preble Field area into a plaza. The Preble Field area is part of the previously-established NTC Historic District, listed as an Historical Landmark by the San Diego Historical Resources Board as analyzed in the prior Redevelopment EIR and MND.

The existing historic gun emplacements (Building 453 and Building 454 both built in 1945) along Cushing Road between Roosevelt Road and Dewey Road would be integrated into the park design.

As agreed to in the existing Mitigation, Monitoring, and Reporting Program associated with the Mitigated Negative Declaration LDR 99-1076, the following commitment has been made with respect to the protection of this historical resources:

- C Prior to the issuance of any building permit or grading permit which would affect historic buildings or landscape elements within the designated NTC

Historic District, . . . the Master Developer (McMillin NTC, LLC) shall provide evidence to the satisfaction of the City manager that the preservation, rehabilitation, restoration, reconstruction or new construction is consistent with the adopted version of the *Naval Training Center San Diego Guidelines for the Treatment of Historic Properties*, prepared by Architect Milford Wayne Donaldson, FIA and KTU+A, *The Secretary of the Interior's Standards for the Treatment of Historic Properties (June 2000)*, and *The Secretary of the Interior's Standards for Rehabilitation*, as appropriate.

Development plans for the plaza area within the Historic District would be reviewed by the City of San Diego Historical Resources Board (HRB) for consistency with the above-mentioned Standards.

Air Quality

Air quality impacts from construction activities, and from transportation associated with vehicle trips to the redeveloped NTC site were previously analyzed in the Redevelopment EIR, section 4.9. No new impacts to air quality have been identified for the Park proposal. The Redevelopment EIR specified mitigation measures to reduce air quality impacts to a level below significance:

- C Vehicles will not exceed 15 miles per hour when traveling over unpaved areas.
- C Include construction specifications that commercial electric power from poles on or near the site will be used during construction wherever feasible.

The Redevelopment EIR (page 4.9-9) recommended the following practices to further reduce air impacts. These recommended practices would be incorporated to the extent possible:

- C apply Best Available Control Technology to reduce exhaust emissions from construction equipment
- C graded areas should be stabilized as soon as possible
- C trucks hauling fill material should be properly covered or would maintain at least 2 feet of free board
- C construction activities should cease when prevailing winds exceed 25 mph
- C diesel equipment should use low-sulfur-content (less than 0.05%) diesel fuel.

Water Use

The Redevelopment EIR (page 4.5-5) estimated total water use for the park at 4,000 gallons/net-acre per day. Based on updated development plans which include projected water use for irrigation and the three pools, projected water use would be reduced to approximately 2,502 gallons/net-acre per day. Landscaping plans would incorporate use of vegetation to minimize water and fertilizer requirements.

Visual Quality

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Potential impacts to visual quality were analyzed in the Redevelopment EIR and MND. Development in the park calls for a 7,755 square foot addition to existing Building 619, the construction of three pools, two ballfields, and the plaza.

The Mitigated Negative Declaration analyzed impacts to visual quality and determined that the proposed new buildings would not block or partially obstruct the view of San Diego Bay from public and private viewing areas. Additionally, it is unlikely that any development within the NTC site would impact existing views to San Diego Bay, unless building heights are proposed to be greater than the existing NTC buildings and/or exceed 60 feet in height. The addition to Building 619 would be integrated with the existing single-story structure (approximately 15 feet high) and would therefore not result in a significant visual impact.

Lighting would be provided for the aquatics complex, ballfield, parking lots, and general park areas. Stadium-style lighting would not be provided for the ballfield areas or aquatic complex.

Land Use

Use of the land for a park was analyzed in the Precise Plan MND and EIRs. As analyzed in the MND 99-1076, the Lindbergh Field Runway Protection Zone (RPZ) overlays a portion of the park site which would be used for the nature area and a portion of the historic plaza. The existing recreation Building 191, also within this zone, would remain and would be used for storage and use by City personnel (not as a publically-accessible facility). As specified in the MND 99-1076, buildings remaining in the Runway Protection Zone, such as B-191, cannot be converted to uses which would result in the concentration of large numbers of people. Appendix A of the NTC Precise Plan contains height and use restrictions for structures in the RPZ.

The City and the State Lands Commission have entered into the "Naval Training Center San Diego Title Settlement and Exchange Agreement" which was recorded February 28, 2002. The agreement, together with the grant deeds and patents recorded concurrently, modified the boundary of the Tidelands Trust. The boundary now includes the entire area of the 46-acre park and 3-acre esplanade.

Noise issues associated with land use were analyzed in the Reuse EIR, the Redevelopment EIR, and the Precise Plan MND. Because of the existing noise contours from Lindbergh Field operations, use of the area set aside for park land was considered incompatible with the land use-noise compatibility standards. As such, Findings, and a Statement of Overriding Considerations were issued to address this unmitigable impact. As such, no additional analysis or mitigation is necessary.

Traffic

Traffic impacts were analyzed in the Mitigated Negative Declaration (page 23) and the Redevelopment EIR (page 4.2-1). With the implementation of the mitigation

measures defined in the Mitigation, Monitoring, and Reporting Program for MND 99-1076, no significant unmitigated direct or cumulative traffic impacts would result beyond those identified in the Reuse EIR or the Redevelopment EIR. The park would provide for 396 on-site parking spaces.

Health and Safety

Above-ground steam lines exist at the proposed esplanade path on the southeast side of the boat channel near the bridge adjacent to the Metropolitan Waste Water Department Area (MWWD) and the Regional Public Safety & Training Institute (RPSTI) area. Implementation of the General Development Plan includes undergrounding these steam lines.

Several Point of Interest (POI) areas have been identified where past releases of hazardous materials may have occurred. These areas were evaluated and cleaned or otherwise determined that No Further Action required.

- C POI 29 was the former small arms range Number 2, Building 192, demolished in 1993 and was located in the southeast nature area of the proposed park. This site had soil contaminated with lead, antimony, and copper in excess of the concentrations acceptable under approved residential soil guidelines. All contaminated soil was removed from the site. A residual risk analysis was completed indicating that residual concentrations of lead, antimony, and copper in the soil were all below the residential cleanup criteria and did not post an unacceptable risk to human health. The Regional Water Quality Control Board approved site closure on January 3, 2000, with concurrence of the U.S. Environmental Protection Agency on January 4, 2000.
- C POI 43 was a former mattress sterilizer (Building 288) located near the proposed esplanade near the bridge over the Boat Channel. No evidence of hazardous substance use, disposal, or storage was discovered, therefore No Further Action was recommended.
- C POI 59 was the former pumping dock Number 1 (Building 447) located along the proposed esplanade south of the proposed parking lots to the east of the proposed ballfields. No Further Action concurrence received from regulators in December 1996.
- C POI 62 was the former small arms range Number 1 (demolished in 1942) located along the northwestern boundary of the park near Cushing Road northwest of the proposed pools. Soil analysis from this site revealed arsenic-containing soils considered to be naturally occurring based on analytical results from other soil samples collected throughout the NTC area. This site received a No Further Action determination from the regulators in December 1996.
- C POI 73 was the former boat dock house (Building 417) located in the northeastern portion of the proposed nature area of the park. The

Redevelopment EIR (page 4.13-9) documents that all ordinance has been removed from the former range sites. No Further Action concurrence received from regulators in December 1996.

The Redevelopment EIR discussed asbestos containing material (ACM) and lead-based paint issues. Building 619 (proposed for a 7,755 square foot addition as part of the proposed Aquatics Complex) was determined not to have asbestos containing material (ACM) or lead-based paint. Building 619 was constructed in 1992 as the Child Development Center.

Building 191 (built in 1942), is also proposed to remain in the park, but only for use by City employees and not the public. B-191 was found to have ACM and lead-based paint present. Prior to transfer, the Navy abated B-191 so it did not contain friable, accessible, and damaged ACM. However, "abatement" may mean "encapsulation" and not necessarily "removal." Therefore, if any rehabilitation is to be done in Building 191, it would be necessary to have an asbestos survey completed to determine locations of any remaining ACM. There are no requirements for the abatement of lead-based paint. Since the public (and children) would not have access to or use of Building 191, further action to abate potential lead-based paint is not necessary.

The proposed park location is within the accident potential zone of the NTC cogeneration energy facility (Building 566) located across the boat channel at the Marine Corps Recruit Depot (Facility ID 100000089487). Site/Applied Energy, Inc (AEI) operates this facility under a Risk Management Plan (permit number 129187) for handling anhydrous ammonia (NH₃) pursuant to the California Accidental Release Program (CalARP). The plant uses NH₃ to control emissions of oxides of nitrogen (NO_x) from the gas turbine exhaust at the cogeneration facility.

The facility is in compliance with CalARP, and the Occupational Safety and Health Administration (OSHA) Process Safety Management (PSM) Program, which provide for the identification, prevention and minimization of chemical releases that could result from failures in processes, procedures and equipment. The facility complies with federal and state emergency response and safety plan requirements, including the Hazardous Substance Control Plan, Emergency Action Plan, Fire Prevention Plan, Exposure Control Plan, Injury and Illness Prevention Plan, Spill Prevention, Control and Countermeasures Plan; and the Hazardous Materials Business Plan. As such, no additional mitigation is necessary to ensure health and safety impacts from off-site sources remain below significance.

Geology

The January 2000 report, "*Geotechnical Land Use Investigation, Naval Training Center San Diego, California*," indicates the area of the proposed park has up to a 10-foot liquefiable zone with bay muds approximately 15 feet thick. The ground surface elevations range from about 7 feet to about 12 feet Mean Sea Level (MSL) in the proposed park area. Groundwater elevation is estimated at about 7 feet MSL. In the area near the proposed pools, the geotechnical report documents about 7 feet undocumented fill, 9 feet hydraulic fill, 5 feet bay muds, and 19 feet of bay deposits. Baypoint geologic formation (Qbp) begins at about 15 feet below the surface.

The July 2001 report, "*Geotechnical Investigation Naval Training Center Mass Grading Unit 1 (Units 1 Through 6)*" indicates the shallow groundwater surface elevations could have significant influence on construction. The report makes several recommendations applicable for construction relating to the park:

- C Dewatering will likely be required for excavations below an elevation of about 5 feet MSL.
- C Deep dynamic compaction, use of stone columns, or other soil compaction/densification for new construction.
- C A site-specific foundation investigation is necessary prior to construction of new structures to include mitigation of liquefaction.
- C Use of new fill greater than two feet should be placed at locations chosen by the Geotechnical Engineer and surveyed on a weekly basis following placement of the fill. When survey data indicate that only ½ inch of long-term settlement remains, construction of improvement could then begin.
- C Grading should be performed in accordance with the *Recommended Grading Specifications* in Appendix D of the report. Grading depths and recompaction should be determined by the Geotechnical Engineer.
- C In parking areas, existing hydraulic fill should be removed and recompacted to provide a minimum of 2 feet of compacted fill beneath placement subgrade.

MND 99-1076 addressed impacts from geological hazards. The geotechnical investigation indicated the site has a high potential for liquefaction in the event of a maximum probable earthquake on the Rose Canyon Fault approximately 2.5 miles to the east. The report recommended densification of loose soils and an updated geotechnical evaluation was specified prior to the issuance of final improvement plans, grading plans, and/or grading permits to identify final mitigation for conditions such as liquefiable soils. Fulfillment of this mitigation would be required for construction of the aquatics complex pools including the addition to Building 619 and the foundations needed for these structures.

The Coastal Development Permit 99-1076 specified the following:

- C An updated report addressing site specific soil and groundwater contamination will be required to be submitted to LDR Geology for review and approval prior to issuance of final improvement plans, grading plans, and/or grading permits.

The report will need to address health and safety impacts for any excavations required for construction of structures or utilities in areas mapped with contaminants that were left in place based on maps provided in “Document Review Summary, Naval Training Center, San Diego; prepared by Geocon, Inc., dated March 17, 2000.” The lead Agency for this site contamination, the Regional Water Quality Control Board, will need to concur with the new land use, type of excavations, and any health and safety plan.

Paleontological Resources

The Mitigated Negative Declaration discussed the potential impacts to paleontological (fossil) resources (page 22 of the MND). However, the aquatic park development plans were not available in sufficient detail to be fully analyzed in the MND and are therefore further analyzed in this document. Development of the aquatic complex would include excavation for three pools at a maximum cut of approximately 12 feet deep. Trenching for new utility lines would also occur to depths of approximately ~~three~~ eight feet.

The area to be developed for the park is underlain in both artificial fill and Bay Point (Qbp) formation. Based on the results of the January 2000 geotechnical investigation, Bay Point formation in the area of the proposed pools begins at a depth of approximately 15 feet below the surface. Existing elevations of the park range from about 7 - 12 feet mean sea level. Monitoring for paleontological resources would be therefore not be required for excavation associated with the development of the pools and utility trenching.

Archaeological Resources

As analyzed in the Redevelopment EIR (page 4.3-3) and in the Precise Plan MND (page 22), the potential exists for unknown subsurface historical resources (prehistoric and/or historic) to be present west of the 1850 mean high tide line. The existing Mitigation, Monitoring, and Reporting Program established the requirement for archaeological monitoring when excavating or grading in areas west of the 1850 mean high tide line; monitoring shall not be required in areas east (bayward) of the 1850 mean high tide line.

Areas east of the mean high tide line were formerly inundated with waters of the San Diego Bay thereby making the presence of archaeological remains unlikely. As demonstrated in a recent survey for mineral reservations from the Tidelands Exchange Agreement, the entire project area for the park is east of the mean high tide line (formerly inundated with water).

The January 2000 *Geotechnical Land Use Investigation, Naval Training Center San Diego, California* report indicates the area of the proposed park is underlain in about 7 feet undocumented fill, 9 feet hydraulic fill, 5 feet bay muds, and 19 feet of bay deposits. The same report further shows the proposed park area is also completely within the area covered by the 1918 mean high tide line (e.g., this area was generally underwater).

Because all areas of proposed park site were formerly inundated with water of the 1850 mean high tide line, archaeological monitoring will therefore **not** be required for any areas of excavation associated with the development of the park as determined by the previously-certified CEQA documents.

Hydrology

Surface runoff and the storm drainage system of the entire NTC site have been evaluated in the report, "Hydrologic and Hydraulic Analysis of the NTC Redevelopment Project" of March 2000. Previous hydrologic issues identified with approval of the Tentative Map were addressed with the conditional approval of the downstream drainage study, subject to conditions of agreements such as deferred improvements and maintenance. The Secured Maintenance Agreement filed 4/9/02 in the Office of the City Clerk as Document No. RR-296312 states, "In a letter to Developer dated December 31, 2001, the City conditionally approved the hydrology study for the Project and required the construction and upgrading of certain public drainage facilities." This Agreement was approved by City Council as a companion item to the approval of the subdivision map for NTC Unit 1. No additional mitigation measures beyond those previously-identified are required to address site hydrology.

- C. The following issues require additional analysis in this document and have been determined **to be potentially significant**. As such, additional mitigation measures are provided in Section V of this document for the following: **water quality**.

Water Quality

The Mitigated Negative Declaration 99-1076, the associated Coastal Development Permit (99-1076), and the Redevelopment EIR discussed preliminary Best Management Practices (BMPs) necessary to minimize the impacts of surface water runoff. Since issuance of MND 99-1076, additional engineering analysis has resulted in an updated Storm Water Quality Management Program (August 2002) prepared to further define both construction and post-construction BMPs to be incorporated into the Storm Water Pollution Prevention Plan (SWPPP). The upgraded analysis is designed to further improve water quality by treating all surface runoff through a structural treatment device before it reaches the park. The revised BMPs are summarized below.

Construction BMPs

1. Soil stabilization - control techniques would be specified such as seeding, planting, mulching, and scheduling of grading activities to avoid rain events and to disturb limited portions at a time, revegetating as soon as possible.
2. Sediment control - control techniques would be used to minimize runoff where soil would be exposed to rainfall. Stabilized construction entrances at points of entry and exit would be used to minimize sediment tracked into public streets. Other controls such as silt fences, straw bales, sand bags, and storm drain inlet protection would also be used.
3. Roadway cleanliness - control techniques would be used to minimize sediment leaving the site on construction vehicles. Construction road stabilization and stabilized entrance/egress points would minimize soil leaving the site.
4. Dust control - control techniques would be used to minimize airborne dust/particulates leaving the site. Construction vehicle speed would be reduced as discussed in the Air Quality section of this document. Construction vehicles would not exceed 15 miles per hour when traveling over unpaved areas.

Post-Construction BMPs

1. Structural controls - All stormwater runoff from the park site would be discharged through at least one structural treatment device. In many cases, the discharge would pass through a structural treatment device such as biofiltration, followed by a stormwater separator. Design parameters are specified in the *Storm Water Quality Management Program* document. Maintenance would be provided by the City of San Diego.
 - A. Drain Inlet Filter - This is a device with a filter within the storm water system inlets to capture petroleum hydrocarbons residue from vehicles. Drain inlet filters effective in general trash removal would be specified for park construction activities. Filtration devices were previously specified in the Precise Plan Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program.
 - B. Biofilter Swales and Strips - Swales are shallow, vegetated channels to retain overland storm water flow to allow for infiltration, sedimentation entrapment, plant nutrient uptake, and physical filtration. Strips promote low-velocity flow across a vegetated surface based on sheet flow conditions. Biofilter swales were previously specified in the Precise Plan Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program.
 - C. Detention Basin - Detention basins would be constructed to temporarily capture and detain storm water runoff consistent with Regional Water

Quality Control Board guidance. Basin depths would be from four to six feet deep. Maintenance would include, but is not limited to, inspection during wet weather to ensure the basin drains in 48 to 72 hours, removal of sediment when sediment depth becomes greater than 18 inches deep or displaces more than 10% of the water quality volume, mowing and maintenance of the side slopes, removal of debris and litter, and elimination of nuisance conditions such as insects, weeds, odors, and algae.

- D. Wet Basin - A wet basin (a permanent wet pool designed to detain and treat stormwater runoff) would be constructed in the nature area of the park. This basin would contain emergent and submerged aquatic vegetation and an active microbial community capable of dissolved constituent consumption. Shallow depths along the perimeter would gradually slope to a depth of approximately six to eight feet deep. Fish species such as *Gambusia affinis* (mosquito fish) would be stocked at a minimum initial density of 200 individuals per surface acre to eliminate problems with mosquitoes. Maintenance actions include, but not limited to, repair of the embankment and spillway, replacement of vegetation, removal of litter, and control of nuisance conditions such as insects, weeds, odors, and algae.
 - E. Stormwater Separator - Several stormwater separators would be installed in the park and in the existing right-of-way under Cushing Road along the western boundary of the park. These separators allow for settling and separation of stormwater and contaminants through mechanisms such as gravity settling, filtration, and/or screening. Stormwater separators would be installed at each storm drain outfall into the Bay, or at each location where the storm drain system leaves the park site.
2. Non-structural controls - Administrative controls would also be used to help further reduce stormwater runoff impacts as discussed below.
- A. Street Cleaning - Street sweeping would be used on finished roads within the NTC and park site. Frequency of sweeping would increase before the wet season to remove sediments that may have accumulated during the drier months.
 - B. Signs - Signs such as "No Dumping, Drains to Ocean" would be installed on all drain inlets in the development and park.
 - C. Education/Outreach - Information on the City of San Diego "Think Blue" Storm Water Pollution Prevention Program would be available to users of the park to educate about causes of storm water pollution and about pollution prevention behaviors that they could adopt to help improve water quality.

The Precise Plan MND specified the following mitigation measures which have been incorporated into the scope of the project:

- C Development would comply with all requirements of the State Water Resources Control Board (SWRCB) Order No. 92-08-DWQ (NPDES General Permit No. CAS000002, *Waste Discharge Requirements for Discharges of Storm Water Runoff Associated With Construction Activity*). In accordance with this permit, a Storm Water Pollution Prevention Plan (SWPPP) and a Monitoring Program Plan would be developed and implemented concurrently with the commencement of grading activities, and a complete and accurate Notice of Intent (NOI) shall be filed with the SWRCB. The City has filed for, and received an NOI. The City conveyed title to the Redevelopment Agency for all property on the west side of the channel except for the park. The park area is therefore still covered by the City's original NOI.
- C If large areas of turf are installed as part of park and recreation space, BMPs shall be required to minimize the potential for relatively soluble turf amendments (e.g., fertilizers, pesticides) to migrate to surface water or groundwater. Such practices include, but are not limited to: managing irrigation to avoid excess water percolation and runoff; when possible, leaving grass clippings on the turf which can reduce the amount of nitrogen fertilizer required by about one-third; using organic nitrogen sources rather than nitrate fertilizers; as necessary, applying low rates of fertilizers and pesticides frequently rather than high rates infrequently; applying fertilizers only when the grass is growing and the roots are active; when seeding turf areas, making maximum use of less nitrogen-demanding grasses; using minimal rates of nitrogen-supplying fertilizers at times of seeding and after sodding; and reducing nitrogen rates on turf that has been intensely managed for several years to prevent soils from becoming nitrogen-saturated.
- C The owner(s) and subsequent owner(s) of any portion of the property covered by this grading permit and by SWRCB Order No. 92-08-DWQ, and any subsequent amendments thereto, shall comply with special provisions as set forth in Section C.7 of SWRCB Order No. 92-08-DWQ.
- C All development, public and private, shall meet or exceed the stormwater standards of the State of California, and the most recent standards of the Regional Water Quality Control Board with regard to stormwater runoff, and any amendment to, or re-issuance thereof.
- C During storm events, divert first-flush runoff washloads (the first half inch of precipitation) from all paved surfaces to soakway basins, or other suitable treatment structures, prior to release into the Bay. These structures allow for relatively rapid infiltration of storm water runoff prior to discharge into natural channels. Treatment structures include unlined drainage channels; grassy swales along roads, parking lots, and storm drain channels; infiltration ditches and trenches; and constructed wetlands.

V. RECOMMENDATION:

On the basis of this initial evaluation:

- The proposed project would not have a significant effect on the environment, and a NEGATIVE DECLARATION should 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 the mitigation measures described in Section IV above have been added to the project. A MITIGATED NEGATIVE DECLARATION should be prepared.
- The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT should be required.

PROJECT ANALYST: WILKINSON

Attachments: Figure 1, Location Map
Figure 2, Site Plan
Figure 3, NTC Runoff Management Plan

III. ENVIRONMENTAL ANALYSIS:

The purpose of the Initial Study is to identify the potential for significant environmental impacts which could be associated with a project pursuant to Section 15063 of the State CEQA Guidelines. In addition, the Initial Study provides the lead agency with information which forms the basis for deciding whether to prepare an Environmental Impact Report (EIR), Negative Declaration (ND) or Mitigated Negative Declaration (MND). This Checklist provides a means to facilitate early environmental assessment. However, subsequent to this preliminary review, modifications to the project may mitigate adverse impacts. All answers of "yes" and "maybe" indicate that there is a potential for significant environmental impacts and these determinations are explained in Section IV of the Initial Study.

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
I. AESTHETICS / NEIGHBORHOOD CHARACTER – Will the proposal result in:			
A. The obstruction of any vista or scenic view from a public viewing area? <u>Visual quality was previously analyzed in the Redevelopment EIR and Precise Plan MND.</u> <u>The Park General Development Plan calls for a 7,755 square foot addition to Building 619. The height of the building would be approximately 15 feet high to integrate with the existing one-story building. See Initial Study discussion.</u>	—	<u>U</u>	—
B. The creation of a negative aesthetic site or project? <u>See I-A.</u>	—	—	<u>U</u>
C. Project bulk, scale, materials, or style which would be incompatible with surrounding development? <u>Park design aligns with NTC Precise Plan.</u>	—	—	<u>U</u>
D. Substantial alteration to the existing character of the area? <u>See I-C.</u>	—	—	<u>U</u>
E. The loss of any distinctive or landmark tree(s), or a stand of mature trees? <u>No landmark trees present in the park area.</u> <u>Several mature palms would be removed.</u>	—	—	<u>U</u>
F. Substantial change in topography or ground surface relief features?	—	<u>U</u>	—

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p><u>Existing site topography would be altered from a relatively flat area to areas of gently rolling terrain for both aesthetics and for improved drainage. See Initial Study discussion.</u></p>			
G. The loss, covering or modification of any unique geologic or physical features such as a natural canyon, sandstone bluff, rock outcrop, or hillside with a slope in excess of 25 percent? <u>No unique geological features exist in the project's area of potential effect.</u>	—	—	<u>U</u>
H. Substantial light or glare? <u>Lighting would be provided in the park for recreational uses such as the ballfields, aquatic complex, and walkway areas. See Initial Study discussion.</u>	—	<u>U</u>	—
I. Substantial shading of other properties? <u>No substantial shading would occur. No off-site shading impacts would result from expansion of existing Building 619.</u>	—	—	<u>U</u>
<p>II. AGRICULTURE RESOURCES / NATURAL RESOURCES / MINERAL RESOURCES – Would the proposal result in:</p>			
A. The loss of availability of a known mineral resource (e.g., sand or gravel) that would be of value to the region and the residents of the state? <u>The project would result in excavation of artificial fill material not suitable for sand/gravel extraction or mineral resources.</u>	—	—	<u>U</u>
B. The conversion of agricultural land to nonagricultural use or impairment of the agricultural productivity of agricultural land? <u>The project site is an urbanized area not suitable for agricultural uses.</u>	—	—	<u>U</u>
<p>III. AIR QUALITY – Would the proposal:</p>			
A. Conflict with or obstruct implementation of the applicable air quality plan? <u>The project would not establish a new air emission source.</u>	—	—	<u>U</u>
B. Violate any air quality standard or contribute substantially to an existing or projected			

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p>air quality violation? <u>The project would result in temporary airborne emissions from construction equipment and from vehicle trips to the park. See Initial Study discussion.</u></p>	—	<u>U</u>	—
<p>C. Expose sensitive receptors to substantial pollutant concentrations? <u>Airborne pollution could result from construction activities and vehicle trips to the park. See Initial Study discussion.</u></p>	—	<u>U</u>	—
<p>D. Create objectionable odors affecting a substantial number of people? <u>Project activities are not anticipated to create objectionable odors. However, off-site facilities may result in odors to users of the park and esplanade. See Initial Study discussion.</u></p>	—	—	<u>U</u>
<p>E. Exceed 100 pounds per day of Particulate Matter 10 (dust)? <u>Site grading is proposed over 46 acres. An existing mitigation measure would require construction traffic to not exceed 15 miles per hour on unpaved areas. See Initial Study discussion.</u></p>	—	<u>U</u>	—
<p>F. Alter air movement in the area of the project? <u>Construction and use of the park would not substantially alter air movement. New construction would be added to existing Building 619. However, this new construction is not substantial enough to block air movement to the new residential construction associated with the rest of the Liberty Station project.</u></p>	—	—	<u>U</u>
<p>G. Cause a substantial alteration in moisture, or temperature, or any change in climate, either locally or regionally? <u>The project would not alter existing macro-climatic regimes. Small-scale, localized beneficial impacts of increased cooling and moisture could be reasonably foreseeable from addition of new turf and vegetation in the park. These effects would likely not be substantial, but perhaps noticeable to users of the park.</u></p>	—	—	<u>U</u>

Yes Maybe No

IV. BIOLOGY – Would the proposal result in:

- | | | | |
|---|----------|-----------------|-----------------|
| <p>A. A reduction in the number of any unique, rare, endangered, sensitive, or fully protected species of plants or animals?
<u>As analyzed in the previous CEQA documents, the project location is used by a variety of birds. Design of the park would integrate human and avian uses. See Initial Study discussion.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>B. A substantial change in the diversity of any species of animals or plants?
<u>The existing land was used for military uses and did not contain a diversity of natural vegetation. The proposed park would create substantial new vegetation, natural areas, and open areas increasing localized floral species diversity.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>C. Introduction of invasive species of plants into the area?
<u>Review by City Landscape Planners would ensure use of non-invasives in the park landscaping design.</u></p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |
| <p>D. Interference with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors?
<u>Prior to construction, a biologist would verify presence or absence of migratory birds. See Initial Study discussion.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>E. An impact to a sensitive habitat, including, but not limited to streamside vegetation, aquatic, riparian, oak woodland, coastal sage scrub or chaparral?
<u>Sensitive habitat exists in the Boat Channel and along the Boat Channel shoreline which includes some soft substrate, but mostly rocky (rip-rap) shoreline. The General Development Plan of the park does not propose development in or along the Boat Channel at this time. Future development in these areas would be evaluated in additional CEQA documents.</u></p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |
| <p>F. An impact on City, State, or federally regulated wetlands (including, but not limited to, coastal salt marsh, vernal pool, lagoon, coastal, etc.) through direct removal, filling, hydrological interruption or other means?</p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<u>A 15-foot buffer would be maintained along the Boat Channel. See IV E above and Initial Study discussion.</u>			
G. Conflict with the provisions of the City's Multiple Species Conservation Program Subarea Plan or other approved local, regional or state habitat conservation plan? <u>The project is not within the Multiple Habitat Planning Area (MHPA), and would not conflict with the Multi Species Conservation Plan (MSCP).</u>	—	—	<u>U</u>
V. ENERGY – Would the proposal:			
A. Result in the use of excessive amounts of fuel or energy (e.g. natural gas)? <u>Standard excavating/construction equipment would be used.</u>	—	—	<u>U</u>
B. Result in the use of excessive amounts of power? <u>The project would not create new urban infrastructure requiring use of excessive power.</u>	—	—	<u>U</u>
VI. GEOLOGY/SOILS – Would the proposal:			
A. Expose people or property to geologic hazards such as earthquakes, landslides, mudslides, ground failure, or similar hazards? <u>Geotechnical investigations have documented a liquefiable zone underlying the park. New structures such as the addition to B619 and the pools would require additional engineering analysis. See Initial Study discussion.</u>	—	<u>U</u>	—
B. Result in a substantial increase in wind or water erosion of soils, either on or off the site? <u>Some soil erosion could be reasonably foreseeable during construction activities. Engineering controls would be required to mitigate impacts. See Initial Study discussion.</u>	—	<u>U</u>	—
C. Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? <u>See VI-A above.</u>	—	<u>U</u>	—

Yes Maybe No

VII. HISTORICAL RESOURCES – Would the proposal result in:

- | | | | |
|--|----------|-----------------|-----------------|
| <p>A. Alteration of or the destruction of a prehistoric or historic archaeological site?
 <u>The entire park site is bayward of the 1850 Mean High Tide Line. As this entire area was underwater, no archaeological monitoring would be required as determined by the previous MND and EIRs. See Initial Study discussion.</u></p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |
| <p>B. Adverse physical or aesthetic effects to a prehistoric or historic building, structure, object, or site?
 <u>A portion of the park (the new plaza) would be constructed in the NTC Historic District. See Initial Study discussion.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>C. Adverse physical or aesthetic effects to an architecturally significant building, structure, or object?
 <u>The plaza would incorporate the existing historic gun emplacements. See VII-B above.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>D. Any impact to existing religious or sacred uses within the potential impact area?
 <u>No known sites are in the area of the Park.</u></p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |
| <p>E. The disturbance of any human remains, including those interred outside of formal cemeteries?
 <u>No known sites are in the area of the Park.</u></p> | <p>—</p> | <p>—</p> | <p><u>U</u></p> |

VIII. HUMAN HEALTH / PUBLIC SAFETY / HAZARDOUS MATERIALS :
 Would the proposal:

- | | | | |
|---|----------|-----------------|----------|
| <p>A. Create any known health hazard (excluding mental health)?
 <u>The project would not create any new health hazard. Previous ground contamination has been cleaned and cleared with the regulators. Steam lines would be underground. See Initial Study discussion.</u></p> | <p>—</p> | <p><u>U</u></p> | <p>—</p> |
| <p>B. Expose people or the environment to a significant hazard through the routine transport, use or disposal of hazardous</p> | | | |

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
materials? <u>The project scope does not include storage or transport of unusual hazardous materials other than materials commonly associated with construction/excavation/demolition equipment.</u>	—	—	<u>U</u>
C. Create a future risk of an explosion or the release of hazardous substances (including but not limited to gas, oil, pesticides, chemicals, radiation, or explosives)? <u>No future risk is associated with the project.</u>	—	—	<u>U</u>
D. Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan? <u>The project conforms to the plans.</u>	—	—	<u>U</u>
E. 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, create a significant hazard to the public or environment? <u>Past releases associated with the Point of Interest sites have been abated. See Initial Study.</u>	—	<u>U</u>	—
F. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? <u>The location is near the NTC energy cogeneration facility across the boat channel. However, existing safety features would prevent any release which would affect users of the park. See Initial Study discussion.</u>	—	<u>U</u>	—
IX. HYDROLOGY/WATER QUALITY – Would the proposal result in:			
A. An increase in pollutant discharges, including down stream sedimentation, to receiving waters during or following construction? Consider water quality parameters such as temperature dissolved oxygen, turbidity and other typical storm water pollutants. <u>Increased sedimentation is reasonably foreseeable as a result of construction activities grading the 46 acre park. See Initial Study discussion.</u>	—	<u>U</u>	—
B. An increase in impervious surfaces and associated increased runoff?	—	<u>U</u>	—

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
<p><u>The project would create new impervious surfaces (parking lots), however, new permeable vegetated surfaces would also be created along with areas for stormwater runoff retention. See Initial Study discussion.</u></p>			
<p>C. Substantial alteration to on- and off-site drainage patterns due to changes in runoff flow rates or volumes? <u>Drainage patterns would be altered in a positive way to improve stormwater runoff conditions by increasing vegetated surfaces and better managing stormwater runoff. See Initial Study discussion.</u></p>	—	<u>U</u>	—
<p>D. Discharge of identified pollutants to an already impaired water body (as listed on the Clean Water Act Section 303(d) list)? <u>The Boat Channel is affected from past sewage and runoff discharges. See Initial Study discussion.</u></p>	—	<u>U</u>	—
<p>E. A potentially significant adverse impact on ground water quality? <u>The project would neither add on nor withdraw from existing ground water.</u></p>	—	—	<u>U</u>
<p>F. Cause or contribute to an exceedance of applicable surface or groundwater receiving water quality objectives or degradation of beneficial uses? <u>The project would improve water quality through implementation of BMPs. See Initial Study discussion.</u></p>	—	—	<u>U</u>
<p>X. LAND USE – Would the proposal result in:</p>			
<p>A. A land use which is inconsistent with the adopted community plan land use designation for the site or conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over a project? <u>Land use issues were address in previous CEQA documents. See Initial Study discussion for Runway Protection Zone and State Lands Commission updates.</u></p>	—	<u>U</u>	—
<p>B. A conflict with the goals, objectives and recommendations of the community plan in which it is located? <u>Use of the land for a park is consistent with the Precise Plan.</u></p>	—	—	<u>U</u>

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
C. A conflict with adopted environmental plans, including applicable habitat conservation plans adopted for the purpose of avoiding or mitigating an environmental effect for the area? <u>See X-A above.</u>	—	—	<u>U</u>
D. Physically divide an established community? <u>See X-A above.</u>	—	—	<u>U</u>
E. Land uses which are not compatible with aircraft accident potential as defined by an adopted airport Comprehensive Land Use Plan? <u>See X-A above.</u>	—	<u>U</u>	—
XI. NOISE – Would the proposal result in:			
A. A significant increase in the existing ambient noise levels? <u>Temporary construction noise impacts within acceptable City thresholds would be reasonably foreseeable during excavation/construction activities.</u>	—	—	<u>U</u>
B. Exposure of people to noise levels which exceed the City's adopted noise ordinance? <u>See XI A and Initial Study discussion.</u>	—	—	<u>U</u>
C. Exposure of people to current or future transportation noise levels which exceed standards established in the Transportation Element of the General Plan or an adopted airport Comprehensive Land Use Plan? <u>Transportation patterns were analyzed in the Precise Plan MND and are unaffected by the proposal for the Park. See Initial Study discussion.</u>	—	—	<u>U</u>
XII. PALEONTOLOGICAL RESOURCES: Would the proposal impact a unique paleontological resource or site or unique geologic feature? <u>The project site contains fill and alluvium down to about 15 feet followed Baypoint formation (Qbp). Excavation would not extend into Baypoint formation. See Initial Study discussion.</u>	—	—	<u>U</u>
XIII. POPULATION AND HOUSING – Would the proposal:			
A. Induce substantial population growth in			

		<u>Yes</u>	<u>Maybe</u>	<u>No</u>
	<p>an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? <u>The project would be compatible with land use plans for the area.</u></p>	—	—	<u>U</u>
B.	<p>Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? <u>Work would not displace residences.</u></p>	—	—	<u>U</u>
C.	<p>Alter the planned location, distribution, density or growth rate of the population of an area? <u>The project would be compatible with land use plans for the area.</u></p>	—	—	<u>U</u>
XIV.	<p>PUBLIC SERVICES – Would the proposal have an effect upon, or result in a need for new or altered governmental services in any of the following areas:</p>			
A.	<p>Fire protection? <u>No additional fire protection services would be required.</u></p>	—	—	<u>U</u>
B.	<p>Police protection? <u>No additional police protection would be required.</u></p>	—	—	<u>U</u>
C.	<p>Schools? <u>No change to school services.</u></p>	—	—	<u>U</u>
D.	<p>Parks or other recreational facilities? <u>The project would create a new regional park. See Initial Study discussion.</u></p>	—	<u>U</u>	—
E.	<p>Maintenance of public facilities, including roads? <u>Additional public infrastructure would be created. See Initial Study discussion.</u></p>	—	<u>U</u>	—
F.	<p>Other governmental services? <u>Existing services would remain unaffected.</u></p>	—	—	<u>U</u>
XV.	<p>RECREATIONAL RESOURCES – Would the proposal result in:</p>			
A.	<p>Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that</p>			

	<u>Yes</u>	<u>Maybe</u>	<u>No</u>
substantial physical deterioration of the facility would occur or be accelerated? <u>The project would create a new regional park. See Initial Study discussion.</u>	—	<u>U</u>	—
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? <u>See XV A.</u>	—	—	<u>U</u>
XVI. TRANSPORTATION/CIRCULATION – Would the proposal result in:			
A. Traffic generation in excess of specific/ community plan allocation? <u>Construction of the park and projected traffic volume for users of the park were considered in the Precise Plan MND. See Initial Study.</u>	—	<u>U</u>	—
B. An increase in projected traffic which is substantial in relation to the existing traffic load and capacity of the street system? <u>See XVI-A.</u>	—	<u>U</u>	—
C. An increased demand for off-site parking? <u>The project would provide almost 400 spaces of on-site parking. See Initial Study discussion.</u>	—	—	<u>U</u>
D. Effects on existing parking? <u>The project would provide almost 400 spaces of on-site parking. See Initial Study discussion.</u>	—	<u>U</u>	—
E. Substantial impact upon existing or planned transportation systems? <u>Public transportation systems may experience increase in use to provide service to the park.</u>	—	<u>U</u>	—
F. Alterations to present circulation movements including effects on existing public access to beaches, parks, or other open space areas? <u>Use of the area as a park is consistent with traffic analysis in the Precise Plan MND.</u>	—	<u>U</u>	—
G. Increase in traffic hazards for motor vehicles, bicyclists or pedestrians due to a proposed, non-standard design feature (e.g., poor sight distance or driveway onto an access-restricted roadway)?	—	—	<u>U</u>

		<u>Yes</u>	<u>Maybe</u>	<u>No</u>
	<u>Pedestrian, bicycle, and vehicle traffic to and in the park has been analyzed and incorporated in the scope of existing plans.</u>			
H.	A conflict with adopted policies, plans or programs supporting alternative transportation models (e.g., bus turnouts, bicycle racks)? <u>The project would be compatible with land use and community plans for the area.</u>	—	—	<u>U</u>
XVII.	UTILITIES – Would the proposal result in a need for new systems, or require substantial alterations to existing utilities, including:			
A.	Natural gas? <u>Natural gas may be required to be extended to Building 619. See Initial Study discussion.</u>	—	<u>U</u>	—
B.	Communications systems? <u>Existing utilities not affected</u>	—	—	<u>U</u>
C.	Water? <u>Water service would be required for park irrigation, restroom, and pool use. See Initial Study discussion.</u>	—	<u>U</u>	—
D.	Sewer? <u>Sewer connections would be required for the new restrooms. See Initial Study discussion.</u>	—	<u>U</u>	—
E.	Storm water drainage? <u>Stormwater drainage would be improved through Best Management Practices and a stormwater pollution prevention plan. See Initial Study discussion.</u>	—	<u>U</u>	—
F.	Solid waste disposal? <u>Solid waste would be generated through users of the park. Existing mitigation measures define controls on design of waste cans to limit impacts to wildlife. See Initial Study discussion.</u>	—	<u>U</u>	—
XVIII.	WATER CONSERVATION – Would the proposal result in:			
A.	Use of excessive amounts of water? <u>Water consumption would be less than estimated in the previous EIR. See Initial Study discussion.</u>	—	<u>U</u>	—
B.	Landscaping which is predominantly non-drought resistant vegetation?	—	—	<u>U</u>

Yes Maybe No

Landscape plans would be reviewed by City Landscape Planners to ensure use of appropriate vegetation for the various areas of the park.

XIX. MANDATORY FINDINGS OF SIGNIFICANCE:

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

The project design incorporates both human and avian use of the resource. See Initial Study discussion.

— — U

- B. Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals? (A short-term impact on the environment is one which occurs in a relatively brief, definitive period of time while long-term impacts would endure well into the future.)

The short-term and long-term goals of the project are consistent with the community and site plans.

— — U

- C. Does the project have impacts which are individually limited, but cumulatively considerable? (A project may impact on two or more separate resources where the impact on each resource is relatively small, but where the effect of the total of those impacts on the environment is significant.)

No cumulative impacts beyond those identified in the previously-certified environmental documents are anticipated

— — U

D. Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?

No adverse human impacts are reasonably foreseeable. Use of the park would create positive impacts for human users.

Yes

Maybe

No

—

—

U

**INITIAL STUDY CHECKLIST
REFERENCES**

The following previously-certified CEQA documents were referenced for all resource impact areas:

- C *Disposal and Reuse of Certain Real Properties at Naval Training Center, San Diego, California Environmental Impact Statement/Environmental Impact Report ("Reuse EIS/EIR")*, LDR No. 96-0255, SCH No. 96051057, certified by the City of San Diego on October 20, 1988.
- C *Environmental Impact Report for the NTC Redevelopment Project ("Redevelopment EIR")*, SCH No. 99081140, certified by the Redevelopment Agency of the City of San Diego on February 1, 2000.
- C *Mitigated Negative Declaration NTC Precise Plan and Local Coastal Plan & Related Entitlements/MWWD Environmental Monitoring and Technical Services Laboratory*. LDR No. 99-1076, SCH No. 2000081037. September 14, 2000.

I. Aesthetics / Neighborhood Character

- ___ City of San Diego Progress Guide and General Plan.
- U Community Plans: Peninsula Community Plan, Ocean Beach Precise Plan, and Ocean Beach Action Plan.
- ___ Local Coastal Plan.
- U North Bay Revitalization Area Final Environmental Impact Report (EIR). City of San Diego, March 1998.

II. Agricultural Resources / Natural Resources / Mineral Resources

- ___ City of San Diego Progress Guide and General Plan.
- U U.S. Department of Agriculture, Soil Survey - San Diego Area, California, Part I and II, 1973.
- ___ California Department of Conservation - Division of Mines and Geology, Mineral Land Classification.
- ___ Division of Mines and Geology, Special Report 153 - Significant Resources Maps.

III. Air

- ___ California Clean Air Act Guidelines (Indirect Source Control Programs) 1990.

U Regional Air Quality Strategies (RAQS) - APCD.

U Other reports:

C Mitigated Negative Declaration. Wet Weather Storage Facility. LDR 42-0056. January 2002.

C Risk Management Plan Public Document for NTC/MCRD Energy Facility Applied Energy, Inc. June 1999. Submitted to County of San Diego Department of Environmental Health, Hazardous Materials Division. Prepared by a Resource Catalysts (R|CAT) Project Team.

IV. Biology

U City of San Diego, Multiple Species Conservation Program (MSCP), Subarea Plan, 1997

U City of San Diego, MSCP, "Vegetation Communities with Sensitive Species and Vernal Pools" maps, 1996.

U 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.

U City of San Diego Land Development Code Biology Guidelines.

U Other reports:

C Mitigated Negative Declaration. North Harbor Drive Bridge Over Navy Boat Channel (NTC), San Diego Bay - Seismic Retrofit. LDR No. 98-0235 (SHC 98081025). July 27, 2000.

V. Energy

U Project design review meeting, August 7, 2002

VI. Geology/Soils

U City of San Diego Seismic Safety Study.

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

U Other reports:

- C Liberty Station Project Update. November 8, 2001. Megan Conley, Director of Communications, The Corky McMillin Companies.
- C Geotechnical Investigation. Naval Training Center Mass Grading Unit 1 (Units 1 - 6). San Diego, California. Geocon. July 19, 2001.
- C Geotechnical Investigation. Naval Training Center Residential Housing and Office Complex. San Diego, California. Geocon. January 24, 2001.

VII. Historical Resources

- ___ City of San Diego Historical Resources Guidelines.
- U City of San Diego Archaeology Library.
- U Historical Resources Board List.
- ___ Community Historical Survey: _____
- U North Bay Revitalization Area Final Environmental Impact Report (EIR). City of San Diego, March 1998.
- U Plat of State of California Mineral Reservation from the Tidelands Exchange Agreement and Parcel Map 18941.

VIII. Human Health / Public Safety / Hazardous Materials

- U San Diego County Hazardous Materials Environmental Assessment Listing, 2001.
- ___ San Diego County Hazardous Materials Management Division
- ___ FAA Determination
- ___ State Assessment and Mitigation, Unauthorized Release Listing, Public Use Authorized 1995.
- U Airport Comprehensive Land Use Plan.
- U Other reports:
 - C Base Realignment and Closure Cleanup Plan (BCP) for the former Naval Training Center, San Diego, CA. U.S. Department of the Navy. March 1999.
 - C Naval Training Center Reuse Plan. Conditions and Considerations - Existing Conditions at NTC Which Affect the Reuse Planning Effort. Rick Engineering Company. October 14, 1994.
 - C Document Review Summary. Naval Training Center San Diego, California. Geocon. March 2000.
 - C Memo from Procopio, Cory, Hargreaves, and Savitch, LLP to Kathleen Riser, McMillin Land Development. "McMillin NTC." May 22, 2000.

- C Memo from Procopio, Cory, Hargreaves & Savitch, LLP to Kathleen Riser, McMillin Land Development. "NTC Small Arms Range No. 2 and Buildings 191 and 619." July 31, 2002.
- C Memo from County of San Diego, Department of Environmental Health, Hazardous Materials Division. Brad Long to Cory Wilkinson, City of San Diego. "Request for Information Regarding the California Accidental Release Program (Cal-ARP)." August 7, 2002.
- C Risk Management Plan Public Document for NTC/MCRD Energy Facility Applied Energy, Inc. June 1999. Submitted to County of San Diego Department of Environmental Health, Hazardous Materials Division. Prepared by a Resource Catalysts (R|CAT) Project Team.

IX. Hydrology/Water Quality

- ___ Flood Insurance Rate Map (FIRM).
- U Federal Emergency Management Agency (FEMA), National Flood Insurance Program - Flood Boundary and Floodway Map.
- U Clean Water Act Section 303(d) list, dated May 19, 1999, http://www.swrcb.ca.gov/tmdl/303d_lists.html.
- U Other Reports:
 - C Hydrologic and Hydraulic Analysis of the Naval Training Center (NTC) Redevelopment Project. Rick Engineering Company, Water Resources Division. March 15, 2000.
 - C Geotechnical Land Use Investigation. Naval Training Center San Diego, California. Geocon. January 2000.
 - C Storm Water Quality Management Program Naval Training Center Redevelopment Program. San Diego, California. RBF Consulting. August 2002.
 - C NTC Runoff Management Plan, Figure 9-8. NTC Redevelopment Proposed Post-Construction BMPs. RBF Consulting. August 15, 2001.

X. Land Use

- ___ City of San Diego Progress Guide and General Plan.
- U Community Plan.
- U Airport Comprehensive Land Use Plan
- ___ City of San Diego Zoning Maps
- ___ FAA Determination
- U Other Reports:
 - C NTC Precise Plan and Local Coastal Plan. Rick Planning Group. July 2000.

- C Naval Training Center (MMRP) Master Planned Development Permit/Coastal Development Permit No. 99-1076. City Council, City of San Diego. Approved by the Council of the City of San Diego on November 19, 2001 by Resolution R-295753.
- C North Bay Revitalization Area Final Environmental Impact Report (EIR). City of San Diego, March 1998.

XI. Noise

- U Community Plan
- ___ Site Specific Report: _____.
- U San Diego International Airport - Lindbergh Field CNEL Maps.
- ___ Brown Field Airport Master Plan CNEL Maps.
- ___ Montgomery Field CNEL Maps.
- ___ San Diego Association of Governments - San Diego Regional Average Weekday Traffic Volumes.
- U San Diego Metropolitan Area Average Weekday Traffic Volume Maps, SANDAG.
- ___ City of San Diego Progress Guide and General Plan.
- ___ Site Specific Report: _____
- U North Bay Revitalization Area Final Environmental Impact Report (EIR). City of San Diego, March 1998.

XII. Paleontological Resources

- U City of San Diego Paleontological Guidelines.
- ___ Demere, Thomas A., and Stephen L. Walsh, "Paleontological Resources City of San Diego," Department of Paleontology San Diego Natural History Museum, 1996.
- U Kennedy, Michael P., and Gary L. Peterson, "Geology of the San Diego Metropolitan Area, California. Del Mar, La Jolla, Point Loma, La Mesa, Poway, and SW 1/4 Escondido 7 1/2 Minute Quadrangles," California Division of Mines and Geology Bulletin 200, Sacramento, 1975.
- ___ Kennedy, Michael P., and Siang S. Tan, "Geology of National City, Imperial Beach and Otay Mesa Quadrangles, Southern San Diego Metropolitan Area, California," Map Sheet 29, 1977.
- U Other Reports:
 - C Mitigated Negative Declaration. Wet Weather Storage Facility. LDR No. 42-0056. January 16, 2002.

XIII. Population / Housing

___ City of San Diego Progress Guide and General Plan.

U Community Plan.

___ Series 8 Population Forecasts, SANDAG.

___ Other: _____

XIV. Public Services

___ City of San Diego Progress Guide and General Plan.

U Community Plan.

XV. Recreational Resources

___ City of San Diego Progress Guide and General Plan.

U Community Plan.

___ Department of Park and Recreation

___ City of San Diego - San Diego Regional Bicycling Map

XVI. Transportation / Circulation

___ City of San Diego Progress Guide and General Plan.

U Community Plan.

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

___ San Diego Region Weekday Traffic Volumes, SANDAG.

XVII. Utilities

U Project design review meeting, August 7, 2002

XVIII. Water Conservation

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

U Project design review meeting, August 7, 2002

RESOLUTION NUMBER R- 297944

ADOPTED ON MAY 06 2003

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO CERTIFYING THE MITIGATED NEGATIVE DECLARATION FOR THE GENERAL DEVELOPMENT PLAN FOR THE NTC PARK

WHEREAS, the Redevelopment Agency of the City of San Diego [Agency] and McMillin-NTC, LLC [Master Developer], entered into a Disposition and Development Agreement [DDA] in June 2000 for the purposes of effectuating the Redevelopment Plan for the Naval Training Center Redevelopment Project, adopted by the City Council in May 1997, and the Naval Training Center Reuse Plan, adopted by the City Council in October 1998; and

WHEREAS, the DDA provides that the Master Developer is responsible for the construction of a 46-acre park, at an estimated cost of \$14,779,800, located in the southern portion of the Project Area adjacent to the boat channel; and

WHEREAS, the General Development Plan for that park, which shall be known as NTC Park, was heard by the City Council on May 6, 2003, and

WHEREAS, the City, as lead agency under the California Environmental Quality Act [CEQA] has prepared and completed a Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program [MMRP] for the proposed General Development Plan for the NTC Park, LDR No. 42-0574 (PTS 3787), dated October 24, 2002; and

WHEREAS, the City Council considered the issues discussed in Mitigated Negative Declaration and the associated Mitigation Monitoring and Reporting Program, LDR No. 42-0574; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the City Council certifies that Mitigated Negative Declaration LDR No. 42-0574, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the applicable State guidelines (California Code of Regulations section 15000 et seq.), that the declaration reflects the independent judgment of the City of San Diego as Lead

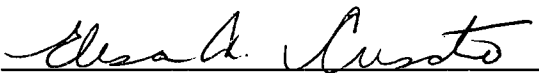
Agency and that the information contained in the report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of the General Development Plan for the NTC Park.

2. That the City Council finds that project revisions now mitigate potentially significant effects on the environment previously identified in the Initial Study and therefore, that the Mitigated Negative Declaration, a copy of which is on file in the office of the City Clerk and incorporated by reference, is approved.

3. That pursuant to California Public Resources Code section 21081.6, the City Council adopts the Mitigation Monitoring and Reporting Program, a copy of which is on file in the office of the City Clerk and incorporated by this reference, or alterations to implement the changes to the project as required by this body in order to mitigate or avoid significant effects on the environment.

4. That the City Clerk is directed to file a Notice of Determination [NOD] with the Clerk of the Board of Supervisors for the County of San Diego regarding the General Development Plan for the NTC Park.

APPROVED: CASEY GWINN, City Attorney

By 
Elisa A. Cusato
Deputy City Attorney

EAC:smf:cdk
04/21/03
Or.Dept:Park&Rec.
R-2003-1037

03
APR 21 2003
CITY CLERK

APPENDIX B
FIRE HYDRANT METER PROGRAM

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

1. **PURPOSE**

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

2. **AUTHORITY**

2.1 All authorities and references shall be current versions and revisions.

2.2 San Diego Municipal Code (NC) Chapter VI, Article 7, Sections 67.14 and 67.15

2.3 Code of Federal Regulations, Safe Drinking Water Act of 1986

2.4 California Code of Regulations, Titles 17 and 22

2.5 California State Penal Code, Section 498B.0

2.6 State of California Water Code, Section 110, 500-6, and 520-23

2.7 Water Department Director

Reference

2.8 State of California Guidance Manual for Cross Connection Programs

2.9 American Water Works Association Manual M-14, Recommended Practice for Backflow Prevention

2.10 American Water Works Association Standards for Water Meters

2.11 U.S.C. Foundation for Cross Connection Control and Hydraulic Research Manual

3. **DEFINITIONS**

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 2 OF 10	EFFECTIVE DATE October 15, 2002
	SUPERSEDES DI 55.27	DATED April 21, 2000

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

4. **POLICY**

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

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	SUPERSEDES DI 55.27	DATED April 21, 2000

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

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SUBJECT FIRE HYDRANT METER PROGRAM (FORMERLY: CONSTRUCTION METER PROGRAM)	PAGE 4 OF 10	EFFECTIVE DATE October 15, 2002
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11. When a private meter malfunctions, the customer will be notified and the meter will be removed by the City and returned to the customer for repairs. Testing and calibration results shall be given to the City prior to any re-installation.
 12. The register shall be hermetically sealed straight reading and shall be readable from the inlet side. Registration shall be in hundred cubic feet.
 13. The outlet shall have a 2 ½ “National Standards Tested (NST) fire hydrant male coupling.
 14. Private fire hydrant meters shall not be transferable from one contracting company to another (i.e. if a company goes out of business or is bought out by another company).
- 4.4 All fire hydrant meters and appurtenances shall be installed, relocated and removed by the City of San Diego, Water Department. All City owned fire hydrant meters and appurtenances shall be maintained by the City of San Diego, Water Department, Meter Services.
- 4.5 If any fire hydrant meter is used in violation of this Department Instruction, the violation will be reported to the Code Compliance Section for investigation and appropriate action. Any customer using a fire hydrant meter in violation of the requirements set forth above is subject to fines or penalties pursuant to the Municipal Code, Section 67.15 and Section 67.37.
- 4.6 Conditions and Processes for Issuance of a Fire Hydrant Meter**
- Process for Issuance
- a. Fire hydrant meters shall only be used for the following purposes:
 1. Temporary irrigation purposes not to exceed one year.

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

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

4.7 Relocation of Existing Fire Hydrant Meters

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

4.8 Disconnection of Fire Hydrant Meter

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

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for removal of the meter.

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

5. **EXCEPTIONS**

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

6. **MOBILE METER**

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

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

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

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

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

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

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

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7. **FEE AND DEPOSIT SCHEDULES**

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

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

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

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

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

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

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

CITY OF SAN DIEGO CALIFORNIA DEPARTMENT INSTRUCTIONS	NUMBER DI 55.27	DEPARTMENT Water Department
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- 8.5 If damage occurs to Water Department property (i.e. fire hydrant meter, backflow, various appurtenances), the cost of repairs or replacements will be charged to the customer of record (applicant).

Water Department Director

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

APPENDIX

Administering Division: Customer Support Division

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

Distribution: DI Manual Holders



Application for Fire Hydrant Meter (EXHIBIT A)

(For Office Use Only)

NS REQ	FAC#
DATE	BY

METER SHOP (619) 527-7449

Meter Information

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

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

Company Information

Company Name:			
Mailing Address:			
City:	State:	Zip:	Phone: ()
*Business license#		*Contractor license#	
A Copy of the Contractor's license OR Business License is required at the time of meter issuance.			
Name and Title of Billing Agent: <small>(PERSON IN ACCOUNTS PAYABLE)</small>			Phone: ()
Site Contact Name and Title:			Phone: ()
Responsible Party Name:			Title:
Cal ID#			Phone: ()
Signature:		Date:	
<small>Guarantees Payment of all Charges Resulting from the use of this Meter. Insures that employees of this Organization understand the proper use of Fire Hydrant Meter</small>			

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

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

WATER USES WITHOUT ANTICIPATED CHARGES FOR RETURN TO SEWER

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

Note:

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

Date

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

Subject: Discontinuation of Fire Hydrant Meter Service

Dear Water Department Customer:

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

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

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

Sincerely,

Water Department

APPENDIX C

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

MATERIALS TYPICALLY ACCEPTED BY CERTIFICATE OF COMPLIANCE

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

APPENDIX D

SAMPLE CITY INVOICE WITH CASH FLOW FORECAST

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

Project Name:

Work Order No or Job Order No.

City Purchase Order No.

Resident Engineer (RE):

RE Phone#: Fax#:

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

Contractor's fax #:

Contact Name:

Invoice No.

Invoice Date:

Billing Period: (To)

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

SUMMARY

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

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

Resident Engineer

Construction Engineer

Retention and/or Escrow Payment Schedule

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

Contractor Signature and Date: _____

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

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

Construction Cash Flow Forecast

"Sewer and Water Group Job 965 (W)"

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

SAMPLE REFERENCE

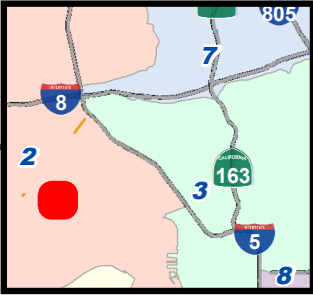
APPENDIX E
LOCATION MAP

EMTS BOAT DOCK ESPLANADE

SENIOR ENGINEER
Jong Choi
(619) 533-5493

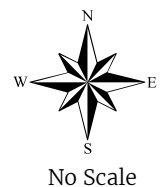
PROJECT MANAGER
Junmin Pan
(619) 533-6682

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



Legend

 EMTS Boat Dock Esplanade



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APPENDIX F
SAMPLE OF PUBLIC NOTICE



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX



CONSTRUCTION NOTICE

PROJECT TITLE

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

The work will consist of:

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

How your neighborhood may be impacted:

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

Hours and Days of Operation:

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

City of San Diego Contractor:

Company Name, XXX-XXX-XXXX

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

To contact the City of San Diego: SD Public Works 619-533-4207 | engineering@sandiego.gov | sandiego.gov/CIP

This information is available in alternative formats upon request.

APPENDIX G

ADVANCED METERING INFRASTRUCTURE (AMI) DEVICE PROTECTION

Protecting AMI Devices in Meter Boxes and on Street Lights

The Public Utilities Department (PUD) has begun the installation of the Advanced Metering Infrastructure (AMI) technology as a new tool to enhance water meter reading accuracy and efficiency, customer service and billing, and to be used by individual accounts to better manage the efficient use of water. **All AMI devices shall be protected per Section 402-2, "Protection", of the 2021 Whitebook.**

AMI technology allows water meters to be read electronically rather than through direct visual inspection by PUD field staff. This will assist PUD staff and customers in managing unusual consumption patterns which could indicate leaks or meter tampering on a customer's property.

Three of the main components of an AMI system are the:

- A. Endpoints, see Photo 1:

Photo 1



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



Network Devices, see Photo 3:

Photo 3



AMI endpoints transmit meter information to the AMI system and will soon be on the vast majority of meters in San Diego. These AMI devices provide interval consumption data to the PUD's Customer Support Division. If these devices are damaged or communication is interrupted, this Division will be alerted of the situation. The endpoints are installed in water meter boxes, coffins, and vaults adjacent to the meter. A separate flat round antenna may also be installed through the meter box lid. This antenna is connected to the endpoint via cable. The following proper installation shall be implemented when removing the lid to avoid damaging the antenna, cable, and/or endpoint. Photo 4 below demonstrates a diagram of the connection:

Photo 4



The AMI device ERT/Endpoint/Transmitter shall be positioned and installed as discussed in this Appendix. If the ERT/Endpoint/Transmitter is disturbed, it shall be re-installed and returned to its original installation with the end points pointed upwards as shown below in Photo 5.

The PUD's code compliance staff will issue citations and invoices to you for any damaged AMI devices that are not re-installed as discussed in the Contract Document

Photo 5 below shows a typical installation of an AMI endpoint on a water meter.

Photo 5

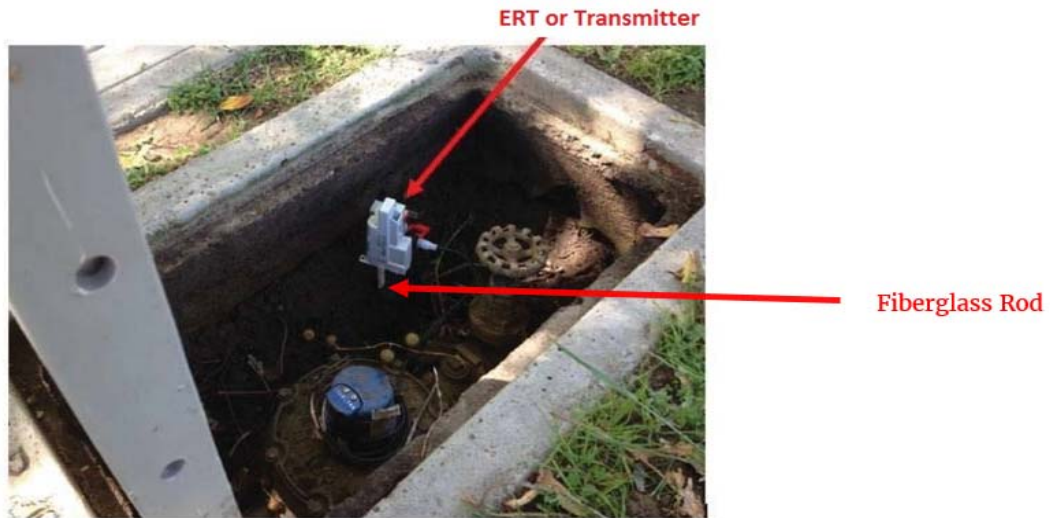


Photo 6 below is an example of disturbance that shall be avoided:

Photo 6



You are responsible when working in and around meter boxes. If you encounter these endpoints, use proper care and do not disconnect them from the registers on top of the water meter. If the lid has an antenna drilled through, do not change or tamper with the lid and inform the Resident Engineer immediately about the location of that lid. Refer to Photo 7 below:

Photo 7



Another component of the AMI system are the Network Devices. The Network Devices are strategically placed units (mainly on street light poles) that collect interval meter reading data from multiple meters for transmission to the Department Control Computer. **If you come across any of these devices on street lights that will be removed or replaced (refer to Photos 8 and 9 below), notify Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257 immediately.**

Photo 8 shows an installed network device on a street light. On the back of each Network Device is a sticker with contact information. See Photo 9. **Call PUD Water Emergency Repairs at 619-515-3525 if your work will impact these street lights.** These are assets that belong to the City of San Diego and you shall be responsible for any costs of disruption of this network.

Photo 8



Network Device

Photo 9



If you encounter any bad installations, disconnected/broken/buried endpoints, or inadvertently damage any AMI devices or cables, notify the Resident Engineer immediately. The Resident Engineer will then immediately contact Elvira Santiesteban, Compliance & Metering Manager 619-380-3804 and Kevin Wilson, Senior Water Utility Supervisor 619-857-8257.

APPENDIX H
CALIFORNIA COASTAL COMMISSION PERMIT

CALIFORNIA COASTAL COMMISSION

San Diego Coast Area Office
7575 Metropolitan Drive, Suite 103
San Diego, CA 92108-4421
(619) 767-2370

FILE COPY



Page: 1

Date: **February 25, 2004**

Permit Application No.: **6-03-081**

COASTAL DEVELOPMENT PERMIT

On **February 19, 2004**, the California Coastal Commission granted to

City of San Diego, Park & Recreation Dept., Attn: Charles Daniels; City of San Diego, Parks & Recreation Dept., Attn: Mark Marney

this permit subject to the attached Standard and Special conditions, for development consisting of

Development of 49-acre park and esplanade at the former Naval Training Center, including parking lots, restrooms, trash enclosures, ball courts, multi-purpose fields, aquatic complex, and other public facilities.

more specifically described in the application filed in the Commission offices.

The development is within the coastal zone at

North of Harbor Dr., West of Kincaid Rd./East of Cushing Rd between Farragut Rd. and Chauncey Rd., Peninsula, San Diego (San Diego County)

Issued on behalf of the California Coastal Commission by

PETER M. DOUGLAS
Executive Director

Diana Kelly for
By: **Keri Akers Weaver**
Coastal Program Analyst

ACKNOWLEDGMENT:

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part that: "A Public entity is not liable for injury caused by the issuance. . . of any permit. . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date

Signature of Permittee

STANDARD CONDITIONS:

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

The permit is subject to the following conditions:

1. **Final Plans.** **PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT,** the applicants shall submit to the Executive Director for review and written approval, final site, grading, development and landscaping plans for the permitted development, that have been approved by the City of San Diego. Said plans shall be in substantial conformance with the concept plans dated 8/12/03 by RBF Consulting submitted with the coastal development permit application, and shall be revised to provide the following:
 - a. A final landscaping plan in substantial conformance with the draft general development and landscape plan submitted on September 2, 2003, by ONA, Inc., and shall including the following:
 1. A plan indicating the location and height of proposed new trees, and proposed landscaping for buffers between the pedestrian/bicycle pathway and the boat channel. To avoid an increased threat of raptor predation on shorebirds and waterbirds, new tree plantings shall be located at least 30 feet from the boat channel. No trees shall be located within or visually obscure the four principal through-view corridors, as designated in the approved NTC Precise Plan and the certified City of San Diego LCP.
 2. Landscaping between the esplanade and the boat channel shall provide a visual buffer approximately 3 feet in height between human activities on the esplanade and the shoreline and boat channel, to the maximum extent feasible without obscuring existing views or designated view corridors. A list of proposed plants to be used in the landscaped

areas shall be provided. Only drought tolerant and native plant materials shall be utilized within the esplanade and the boat channel. No invasive species are permitted in any part of the park and esplanade site. The type and location of any proposed barriers, signage or other materials or methods that will be utilized to separate human activities on the esplanade from the boat channel shoreline shall be indicated. Buffer landscaping shall be designed to minimize intrusion by pedestrians and bicyclists into the buffer areas, and provide visual separation to reduce human disturbance to birds that use the channel.

3. Five years from the date of issuance of the coastal development permit, the applicant shall submit for review and written approval of the Executive Director, a landscape monitoring report, prepared by a licensed Landscape Architect or qualified Resource Specialist, that certifies the on-site landscaping is in conformance with the landscape plan approved pursuant to this Special Condition. The monitoring report shall include photographic documentation of plant species and plant coverage.

If the landscape monitoring report indicates the landscaping is not in conformance with or has failed to meet the performance standards specified in the landscaping plan approved pursuant to this permit, the applicant, or successors in interest, shall submit a revised or supplemental landscape plan for the review and written approval of the Executive Director. The revised landscaping plan must be prepared by a licensed Landscape Architect or Resource Specialist and shall specify measures to remediate those portions of the original plan that have failed or are not in conformance with the original approved plan.

4. Construction lighting and post-construction project lighting fixtures shall be shaded and oriented so that direct light or indirect glow will not increase the light levels in the boat channel adjacent to the project site.

The permittee shall undertake development in accordance with the approved final site and landscaping plans. Any proposed changes to the approved final plans shall be reported to the Executive Director. No changes to the approved final plans shall occur without an amendment to this coastal development permit unless the Executive Director determines that no amendment is legally required.

2. Drainage and Polluted Runoff Control Plan. **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit for the review and written approval of the Executive Director, final drainage and runoff control plans approved by the City of San Diego. The plan shall be prepared by a licensed engineer and shall incorporate structural and non-structural Best Management Practices (BMPs) designed to control the volume, velocity and pollutant load of stormwater leaving the site. In addition to the specifications above, the plan shall be in substantial conformance with the following requirements:

- a. A Stormwater Quality Management Program (SWQMP) specific to this project shall be provided, which identifies anticipated pollutants from the project area and describes the specific BMPs to be used for controlling post-construction stormwater runoff and the identified pollutants.
- b. Drainage from the parking areas, driveway areas, and other impervious surfaces shall be directed through vegetative or other media filter devices effective at removing and/or treating contaminants such as petroleum hydrocarbons, heavy metals, and other particulates.

- c. Opportunities for directing runoff into pervious areas located on-site for infiltration and/or percolation of rainfall through grassy swales or vegetative filter strips, shall be maximized.
- d. Runoff shall be conveyed off site in a non-erosive manner. Downspouts for roof gutters shall incorporate energy dissipaters.
- e. Parking lots susceptible to stormwater should be swept with a vacuum regenerative sweeper on a regular basis.
- f. Structural BMPs must be clearly identified on the plans, with graphical illustrations provided where appropriate. The plans should also show the subdrainage area draining to each structural BMP or suite of BMPs.
- g. Selected post-construction BMPs (or suites of BMPs) shall be designed to treat, infiltrate or filter stormwater from each runoff event, in amounts up to and including the amount produced by the 85th percentile, 24-hour runoff event for volume-based BMPs, and/or the 85th percentile, 1-hour runoff event, with an appropriate safety factor, for flow-based BMPs. -The SWQMP shall clearly demonstrate the ability of each structural BMP (or -suite of BMPs) to accommodate the above-required design storm runoff volume/flow from its own subdrainage area. To that end, the SWQMP shall present calculations used to arrive at the runoff volume/flow rate for each subdrainage area, and with calculations, show how the BMPs individually or collectively are adequate to handle the projected runoff.
- h. The plan shall include provisions for maintaining the drainage system, including structural BMPs, in a functional condition throughout the life of the approved development. The plan shall include an identification of the party or entity (ies) responsible for maintaining the various drainage systems over its lifetime and shall include written acceptance by the responsible entity (ies). If the applicant is not the responsible party, the applicant shall nevertheless be responsible for any failure, by the responsible party, to fulfill its commitments under this section. Such maintenance shall include the following: (1) BMPs shall be inspected, cleaned and repaired when necessary prior to and during each rainy season, including conducting an annual inspection no later than September 30th each year and (2) should any of the project's surface or subsurface drainage/filtration structures or other BMPs fail or result in increased erosion, the applicant/landowner or successor-in-interest shall be responsible for any necessary repairs to the drainage/filtration system or BMPs and restoration of the eroded area. Should repairs or restoration become necessary, prior to the commencement of such repair or restoration work, the applicant shall submit a repair and restoration plan to the Executive Director to determine if an amendment to this coastal development permit or a new coastal development permit is legally required to authorize such work.
- i. Sequence construction to install sediment-capturing devices first, followed by runoff control measures and runoff conveyances. The use of temporary erosion control measures, such as berms, interceptor ditches, sandbagging, filtered inlets, debris basins, and silt traps shall be utilized in conjunction with plantings to minimize soil loss during construction. Land clearing activities should only commence after the minimization and capture elements are in place.
- j. Clearing and grading activities shall avoid the rainy season (October 15-April 15) where appropriate to minimize erosion potential.
- k. Areas of bare soil exposed at any one time shall be minimized (phased grading), and only areas essential for construction shall be cleared. Depending on storm frequency, bare soils should be stabilized with nonvegetative BMPs within five days of clearing or inactivity in construction.

The permittee shall undertake development in accordance with the approved drainage and runoff control plans. Any proposed changes to the approved drainage and runoff control plans shall be reported to the Executive Director. No changes to the approved plans shall occur without an amendment to this coastal development permit unless the Executive Director determines that no amendment is legally required.

3. Fertilizer and Pesticide Use. **PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit to the Executive Director for review and approval, a fertilizer and pesticide use plan for the park development. The plan shall comply with the following requirements:

- a. Turf and landscape management methods shall minimize fertilizer use, water use and chemical pest control to the maximum extent feasible, to avoid impacts to water quality in the adjacent boat channel and shoreline areas.
- b. The plan shall favor non-chemical strategies over chemical strategies for managing onsite pests and maintaining turf and landscaping vegetation. Chemical strategies shall only be employed after all other strategies have been used and proven ineffective. This shall be demonstrated by providing written notice to the Executive Director of the non-chemical strategies that will be used, the reasons for their ineffectiveness, and the chemical strategies that are being considered.

The permittee shall undertake development in accordance with the approved fertilizer and pesticide use plan. Any proposed changes to the approved plans shall be reported to the Executive Director. No changes to the approved plans shall occur without an amendment to this coastal development permit unless the Executive Director determines that no amendment is legally required.

4. Storage and Staging Areas/Access Corridors. **PRIOR TO THE ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT**, the applicant shall submit to the Executive Director for review and written approval, final plans indicating the location of access corridors to the construction site and staging areas. The final plans shall indicate that:

- a. No overnight storage of equipment or materials shall occur on sandy beach or public parking spaces. During the construction stages of the project, the permittee shall not store any construction materials or waste where it will be or could potentially be subject to tidal erosion and dispersion. In addition, no machinery shall be placed, stored or otherwise located within 15 feet of the boat channel at any time. Construction equipment shall not be washed adjacent to the boat channel.
- b. Access corridors shall be located in a manner that has the least impact on public access to and along the shoreline.
- c. The applicant shall submit evidence that the approved plans/notes have been incorporated into construction bid documents. The staging site shall be removed and/or restored immediately following completion of the development.

The permittee shall undertake the development in accordance with the approved plans. Any proposed changes to the approved plans shall be reported to the Executive Director. No changes to the plans shall occur without a Coastal Commission approved amendment to this coastal development permit unless the Executive Director determines that no amendment is required.

6-03-081p

Pan, Junmin

From: Lasiter, Melody@Coastal <Melody.Lasiter@coastal.ca.gov>
Sent: Friday, January 20, 2023 11:28 AM
To: Eichar, Gretchen; Romo-Diego, Carmen
Cc: Pan, Junmin; Leslie, Kanani@Coastal; Ward, Nirvana
Subject: [EXTERNAL] Re: RESUBMITTAL: EMTS Boat Dock Esplanade Project

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

Hi Gretchen,

We agree that the project plans that were submitted substantially conform to the project approved under CDP No. 6-03-081. I have added them to the file as the approved plans with a note explaining the history and how we got to the substantially conformance agreement.

Thanks again for working with us on this. Please let me know if you need anything further.

Best,
Melody

From: Eichar, Gretchen <GEichar@sandiego.gov>
Sent: Friday, January 20, 2023 8:19 AM
To: Lasiter, Melody@Coastal <Melody.Lasiter@coastal.ca.gov>; Romo-Diego, Carmen <CRomoDiego@sandiego.gov>
Cc: Pan, Junmin <JPan@sandiego.gov>; Leslie, Kanani@Coastal <Kanani.Leslie@coastal.ca.gov>; Ward, Nirvana <NAWard@sandiego.gov>
Subject: RE: RESUBMITTAL: EMTS Boat Dock Esplanade Project

Hi Melody. Can we have a status update?

Thanks,

Gretchen Eichar
T (619) 533-4110
C (619) 890-0424

From: Lasiter, Melody@Coastal <Melody.Lasiter@coastal.ca.gov>
Sent: Friday, January 13, 2023 9:34 AM
To: Romo-Diego, Carmen <CRomoDiego@sandiego.gov>
Cc: Pan, Junmin <JPan@sandiego.gov>; Leslie, Kanani@Coastal <Kanani.Leslie@coastal.ca.gov>; Eichar, Gretchen <GEichar@sandiego.gov>; Ward, Nirvana <NAWard@sandiego.gov>
Subject: [EXTERNAL] Re: RESUBMITTAL: EMTS Boat Dock Esplanade Project

****This email came from an external source. Be cautious about clicking on any links in this email or opening attachments.****

APPENDIX I

SWPPP CONSTRUCTION BMP MAINTENANCE LOG

SWPPP Construction BMP Maintenance Log

Examples of construction BMP maintenance activities include but are not limited to tasks listed below. The contractor is ultimately responsible for compliance with the Storm Water Standards Manual and/or the Construction General Permit, and for ensuring all BMPs function per manufacturer's specifications. Use the attached log to schedule and document maintenance activities. The log shall be kept with the project SWPPP document at all times.

Construction BMP Maintenance Activities

- Maintain stabilized construction entrances/exits
- Redress gravel/rock to full coverage and remove any sediment accumulation
- Remove and replace geotextile/compost blanket/plastic with holes or tears
- Redress and restabilize erosion or rilling greater than 1-inch deep
- Reapply hydraulic stabilization products to full coverage
- Remove and replace silt fence/fiber roll/gravel bags/etc. with holes or tears
- Reinstall or replace silt fence/fiber roll/etc. with sags
- Remove sediment accumulation from perimeter controls
- Remove sediment accumulation from storm drain inlet protection and check dams
- Remove sediment accumulation from energy dissipators
- Repair or remove any vehicle/equipment that leaks
- Remove any accumulation in drip pans or containment
- Empty concrete washouts when they reach 75% capacity
- Empty waste disposal containers when they reach 95% capacity

Construction BMP Maintenance Log

Project Title:

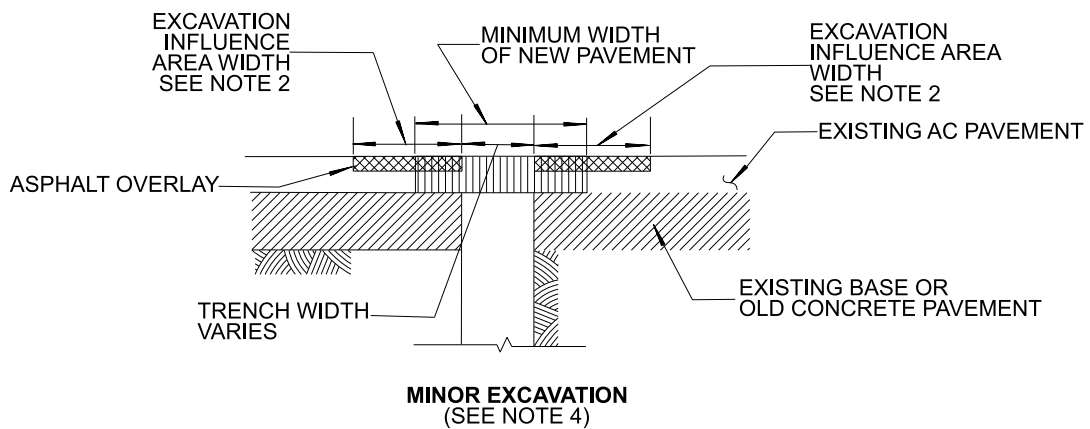
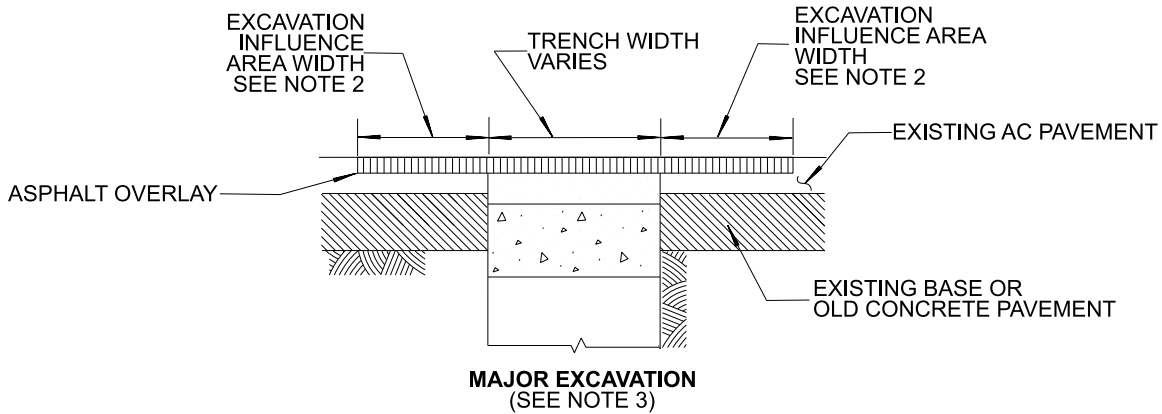
WBS/IO No:

WDID:

Scheduled Date/Time	Completion Date/Time	Location	Maintenance Tasks Performed	Logged By

APPENDIX J
STANDARD DRAWINGS

STANDARD DRAWINGS



NOTES:

1. EXCAVATION INFLUENCE AREA MEANS THE AREA THAT IS IMPACTED BY THE EXCAVATION AS DETERMINED BY THE ENGINEER AND EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SET FORTH IN THE TABLE 62-12A IN SECTION 62.1209 OF SAN DIEGO MUNICIPAL CODE.
2. THE EXCAVATION INFLUENCE AREA EXTENDS AROUND THE PERIMETER OF THE EXCAVATION AS SHOWN IN TABLE 1.

TABLE 1. EXCAVATION INFLUENCE AREA WIDTH

STREET CLASSIFICATION	WET UTILITIES	DRY UTILITIES
ARTERIAL STREETS	62 INCHES	51 INCHES
MAJOR STREETS	71 INCHES	55 INCHES
COLLECTOR STREETS	82 INCHES	43 INCHES
RESIDENTIAL STREETS	74 INCHES	46 INCHES

3. MAJOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH GREATER THAN 6 INCHES IN WIDTH OR GREATER THAN 3 FEET IN DEPTH.
4. MINOR EXCAVATION MEANS AN EXCAVATION INVOLVING A TRENCH 6 INCHES OR LESS IN WIDTH AND 3 FEET OR LESS IN DEPTH.

SHEET 1 OF 2

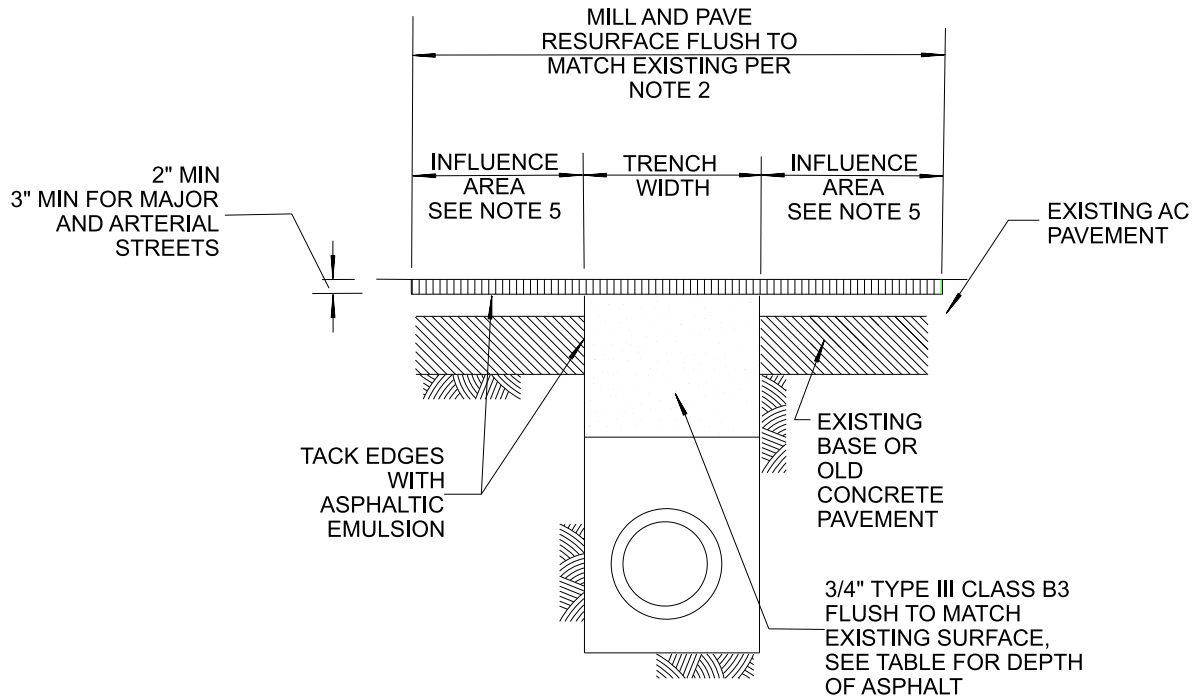
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		R. AMEN	09/23		
				PAVEMENT RESTORATION GENERAL NOTES	DRAFT
					COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER SDG-105

NOTES (CONTINUED):

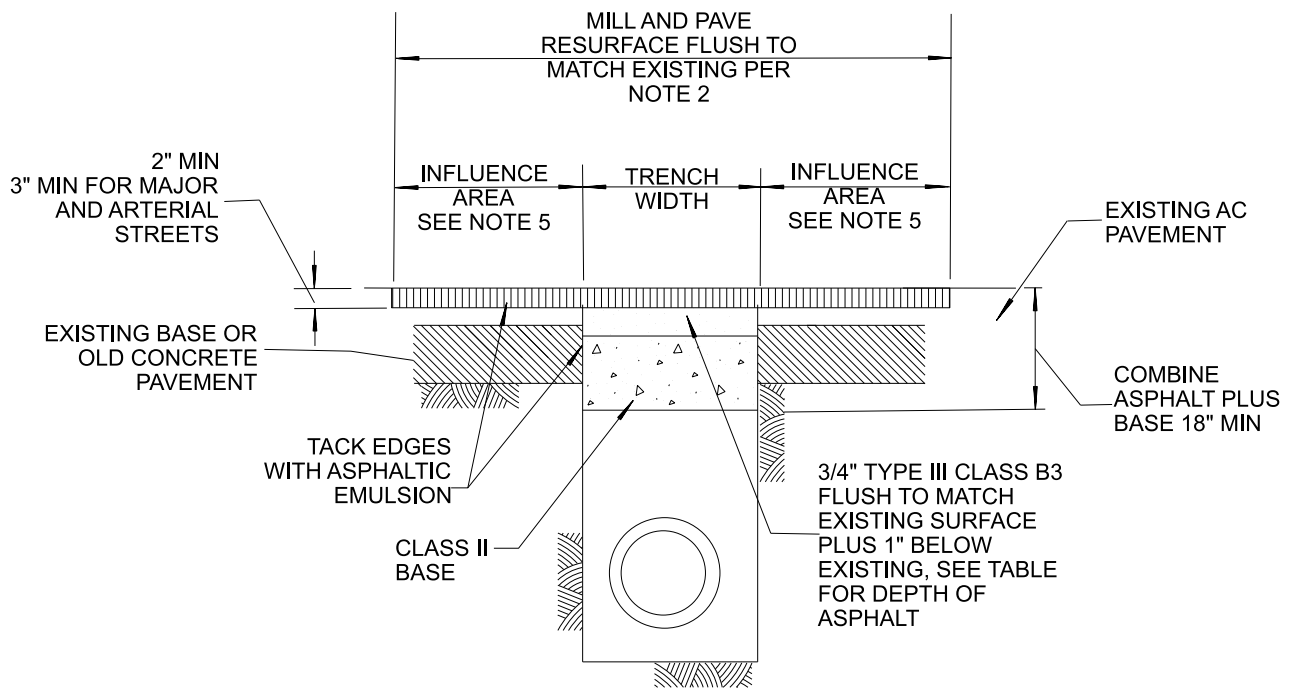
5. ADDITIONAL REPAIRS FOR MAJOR EXCAVATIONS AND MINOR EXCAVATIONS (FOR WET AND DRY UTILITIES): THE PURPOSE OF THE ADDITIONAL PAVEMENT REPAIRS, INCLUDING BUT NOT LIMITED TO BASE AND SUB-BASE REPAIRS, DIG-OUTS, INLAYS, IS TO RESTORE THE SURFACE PAVEMENT TO ITS ORIGINAL CONDITION AND TO ENSURE PUBLIC SAFETY.
6. REPAIRS TO THE EXISTING PAVEMENT WITH OBSERVABLE FAILURES WITHIN THE EXCAVATION INFLUENCE AREA PER TABLE 1 SHALL BE PERFORMED AS DIRECTED BY THE ENGINEER. THE EXCAVATION INFLUENCE AREA IS MEASURED FROM THE OUTER EDGE OF THE TRENCH CUT EXCAVATION AND MUST BE RESURFACED REGARDLESS OF THE EXISTENCE OF OBSERVABLE FAILURE.
7. FOR ALTERNATIVE COMPLIANCE, PAVEMENT RESTORATION (MILL AND PAVE) MAY EXTEND TO THE FULL WIDTH OF OF THE IMPACTED TRAVEL LANE(S) WHERE THE STREET DAMAGE FEE WILL BE WAIVED. FOR UNMARKED TRAVEL LANES, THE CENTERLINE OF THE STREET OR INTERSECTION WILL BE CONSIDERED AS A REFERENCE FOR THE EXTENT OF THE LANE WIDTH TO CURB LINE OR POINT OF CURB RETURN (PCR).

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		R. AMEN	09/23		DRAFT
				PAVEMENT RESTORATION GENERAL NOTES	COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER SDG-105



TYPE 1



TYPE 2

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE
ORIGINAL		J.P. CASEY	12489
UPDATED	KA	J. NAGELVOORT	4/13
UPDATED	BB	J. NAGELVOORT	1/14
UPDATED	LS	J. NAGELVOORT	02/16
UPDATED	JN	J. NAGELVOORT	11/17
REDRAFTED	CD	J. NAGELVOORT	09/18
UPDATED	ED	R. AMEN	09/23

CITY OF SAN DIEGO - STANDARD DRAWING

**PAVEMENT RESTORATION FOR
ASPHALT CONCRETE SURFACED STREETS -
MAJOR EXCAVATION**

RECOMMENDED BY THE CITY
OF SAN DIEGO STANDARDS COMMITTEE

DRAFT

COORDINATOR R.C.E. 81047 DATE

DRAWING NUMBER **SDG-107**

TABLE 1

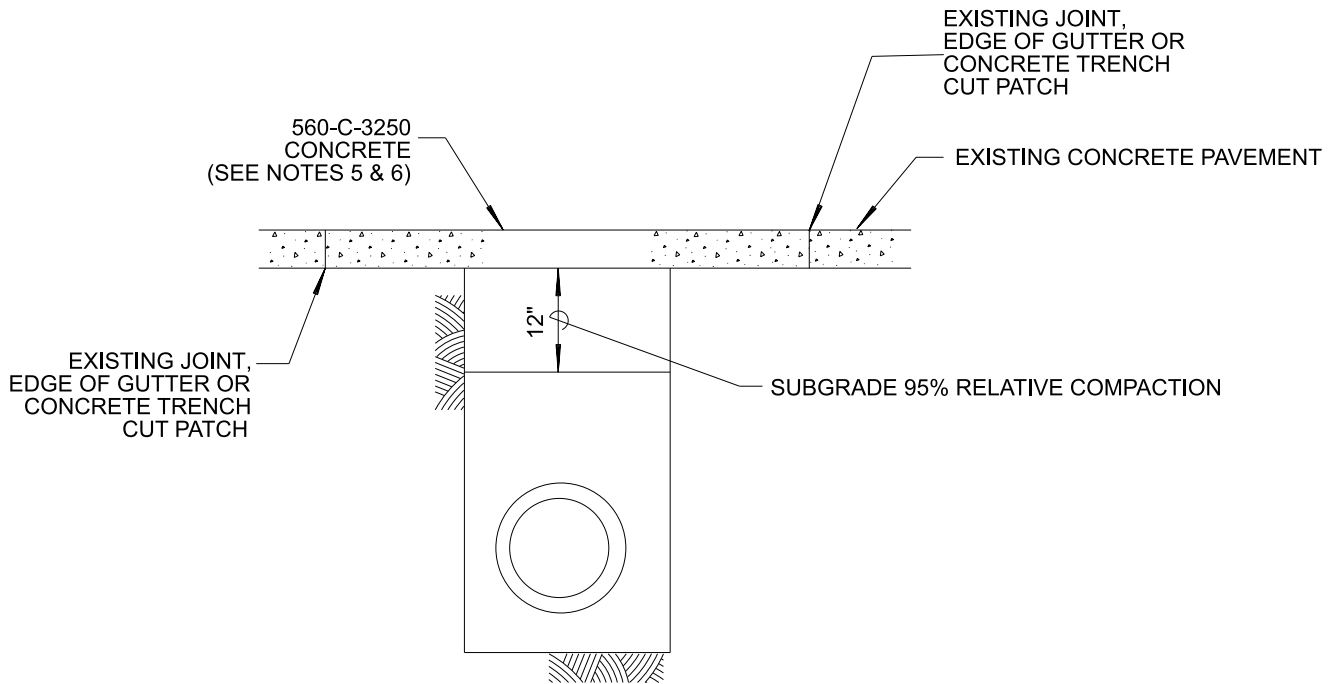
	TYPE 1	TYPE 2
	ASPHALT	ASPHALT PLUS BASE
MIX DESIGN	3/4" TYPE III CLASS B3	3/4" TYPE III CLASS B3 PLUS CLASS II BASE
ALLEYS	8.0"	ASPHALT THICKNESS TO EQUAL
LOCAL THROUGH 4 LANE COLLECTORS	10.0"	EXISTING PLUS 1", MIN 4" TO MAX. 9".
MAJOR	12.0"	COMBINED ASPHALT PLUS BASE 18" MIN.

NOTES:

1. ANY STREET TRENCH 7 FEET IN WIDTH OR GREATER AND LONGER THAN 100 FEET IN OVERALL LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION PER SCHEDULE "J" (SDG-113).
2. IN STREETS NOT RECEIVING A FULL WIDTH OVERLAY PRIOR TO ACCEPTANCE, ASPHALT TRENCH CAPS SHALL BE MILLED AS SHOWN AND RESURFACED WITH 1/2" TYPE III CLASS C2 ASPHALT NO LESS THAN 30 CALENDAR DAYS AFTER INITIAL ASPHALT PLACEMENT.
3. IF THE STREET IS NOT SUBJECT TO CURB TO CURB ASPHALT OVERLAY, IT MUST COMPLETE FINAL STREET RESTORATION WITHIN 180 CALENDAR DAYS OF THE TRENCH CAP.
4. WHEN DIRECTED BY CITY ENGINEER OR SHOWN ON THE PLANS, CONCRETE PER SDG-108 (NOTE #5) MAY BE PLACED; A 1/8" - 1/4" WEARING SURFACING OF TYPE III CLASS F ASPHALT CONCRETE WILL BE REQUIRED.
5. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.
6. EXCAVATOR SHALL ASPHALT OVERLAY IN MORATORIUM STREETS UNDER MORATORIUM DUE TO NEW CONSTRUCTION, RECONSTRUCTION, OR ASPHALT OVERLAY WITHIN 180 WORKING DAYS AFTER THE ENGINEER APPROVES THE TRENCH REPAIR.

SHEET 2 OF 2

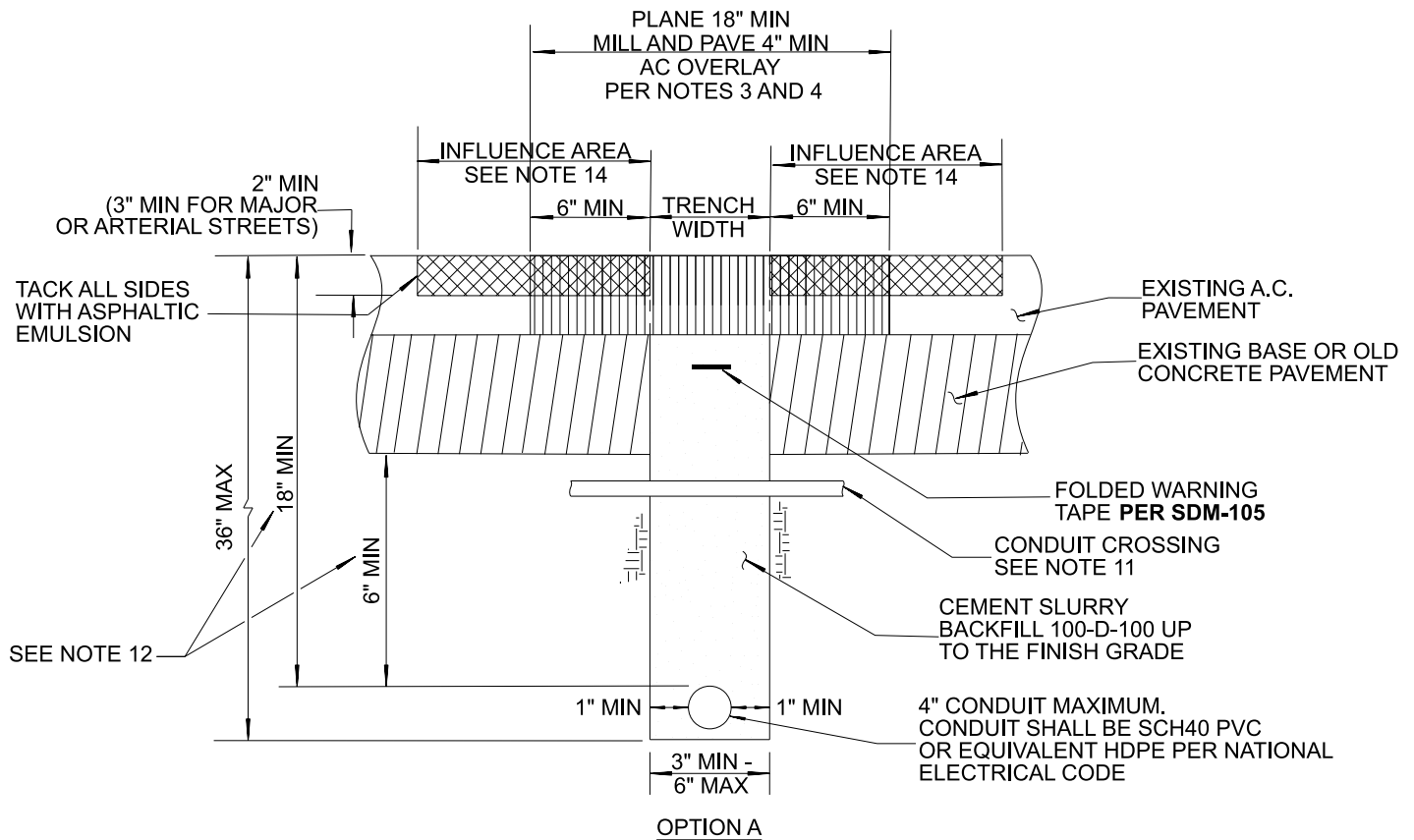
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		J.P. CASEY	12489		
UPDATED	KA	J. NAGELVOORT	4/13	<p align="center">PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MAJOR EXCAVATION</p>	<p align="center">DRAFT</p> <hr/> COORDINATOR R.C.E. 81047 DATE
UPDATED	BB	J. NAGELVOORT	1/14		
UPDATED	LS	J. NAGELVOORT	02/16		
UPDATED	JN	J. NAGELVOORT	11/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	ED	R. AMEN	10/23		
				DRAWING NUMBER	SDG-107



NOTES:

1. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION) OR TO THE EDGE OF THE GUTTER. IF NO GUTTER IS PRESENT, EXTEND THE RESTORATION TO THE NEAREST CURB.
 - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES THAT ARE 4'-0" OR LESS FROM THE EDGE OF THE EXCAVATION, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE REMOVING THE EXISTING TRENCH CUT PATCHES AND REPLACING IT WITHIN THE NEW PCC CONSTRUCTION FOR THE NEW PANEL.
 - B. IF TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINTS CAN BE INSTALLED TO THE EXTENTS OF THE RIGHT-OF-WAY.
2. PRIOR TO PLACING CONCRETE, PAVEMENT EDGES SHALL BE TRIMMED TO NEAT HORIZONTAL AND VERTICAL LINES.
3. UNLESS OTHERWISE SPECIFIED, CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" FOR ALLEYS, 7" FOR LOCAL THROUGH FOUR LANE COLLECTOR STREETS AND 9" THICK FOR ALL MAJOR OR GREATER STREET CLASSIFICATIONS.
4. ANY STREET TRENCH 7'-0" IN WIDTH OR GREATER AND LONGER THAN 100'-0" IN LENGTH SHALL BE RECONSTRUCTED WITH THE PAVEMENT SECTION FOR THE STREET CLASSIFICATION **PER SCHEDULE "J" (SDG-113)**. STREET TRENCH SECTIONS 7'-0" IN WIDTH OR GREATER BUT LESS THAN 100'-0" IN OVERALL LENGTH SHALL BE RESURFACED TO A THICKNESS OF 1" GREATER THAN REQUIRED BY NOTE 3 ABOVE.
5. 560-C-3250 CONCRETE TREATED WITH A MINIMUM 2% CALCIUM CHLORIDE SOLUTION IN ACCORDANCE WITH 201-1 OR 650-CW-4000 (W/O CC) CONCRETE MAY BE OPENED TO TRAFFIC 3 DAYS AFTER IT IS PLACED. 650-CW-4000 CONCRETE TREATED IN SAME MANNER (W/CC) MAY BE OPENED TO TRAFFIC 24 HOURS AFTER IT IS PLACED. CONCRETE SPECIFIED BY ALTERNATE CLASS OR OTHERWISE CONTAINING FLY ASH IS NOT ALLOWED.
6. IN FOUR-LANE MAJOR OR GREATER STREETS, AN APPROVED SET ACCELERATING ADMIXTURE SUCH AS CALCIUM CHLORIDE, SHALL BE USED IN THE CONCRETE.
7. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF THE TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		J.CASEY	01/89		PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MAJOR EXCAVATION	DRAFT
UPDATED	KA	J. NAGELVOORT	01/12	COORDINATOR		R.C.E. 81047
UPDATED	BB	J. NAGELVOORT	01/14	DATE		
UPDATED	BB	J. NAGELVOORT	03/15	DRAWING		
REDRAFTED	CD	J. NAGELVOORT	09/18	NUMBER		SDG-108
UPDATED	FM	R. AMEN	09/23			



NOTES (OPTION A):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 6

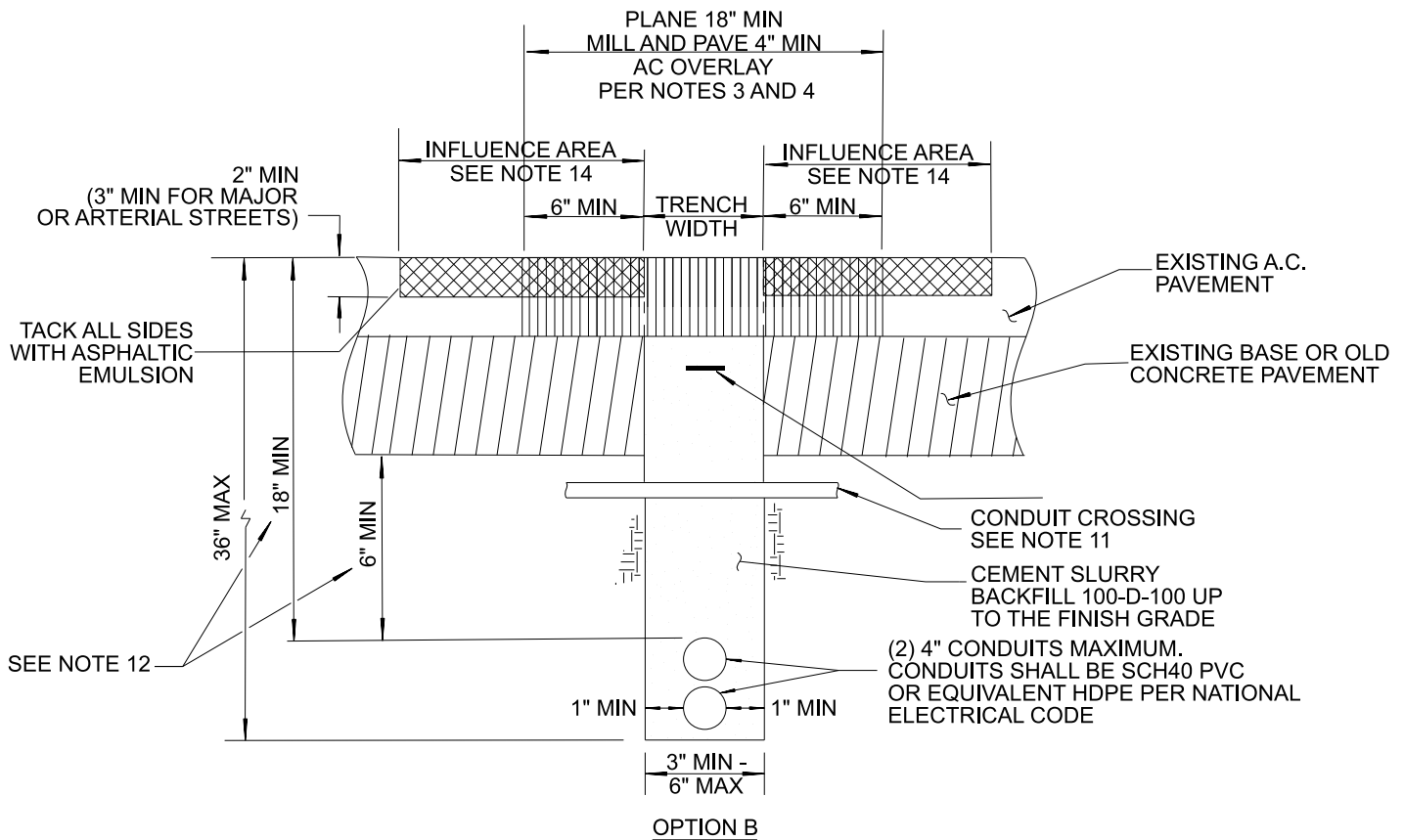
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING		RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE		
ORIGINAL		BAHMANIAN	04/86	PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT		DRAFT		
UPDATED	AA	J. NAGELVOORT	02/16			COORDINATOR	R.C.E. 81047	DATE
UPDATED	LS	M. GIBSON	05/17			SDG-117A		
REDRAFTED	CD	J. NAGELVOORT	09/18					
UPDATED	LS	J. NAGELVOORT	04/21					
UPDATED	RC	R. AMEN	10/23					

NOTES (CONTINUED FOR OPTION A):

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 2 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	04/86		
UPDATED	AA	J. NAGELVOORT	02/16	PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION A - ONE CONDUIT	DRAFT
UPDATED	LS	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		
					DRAWING NUMBER SDG-117A



NOTES (OPTION B):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - C. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.
3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.

SEE ADDITIONAL NOTES ON SHEET 4

SHEET 3 OF 6

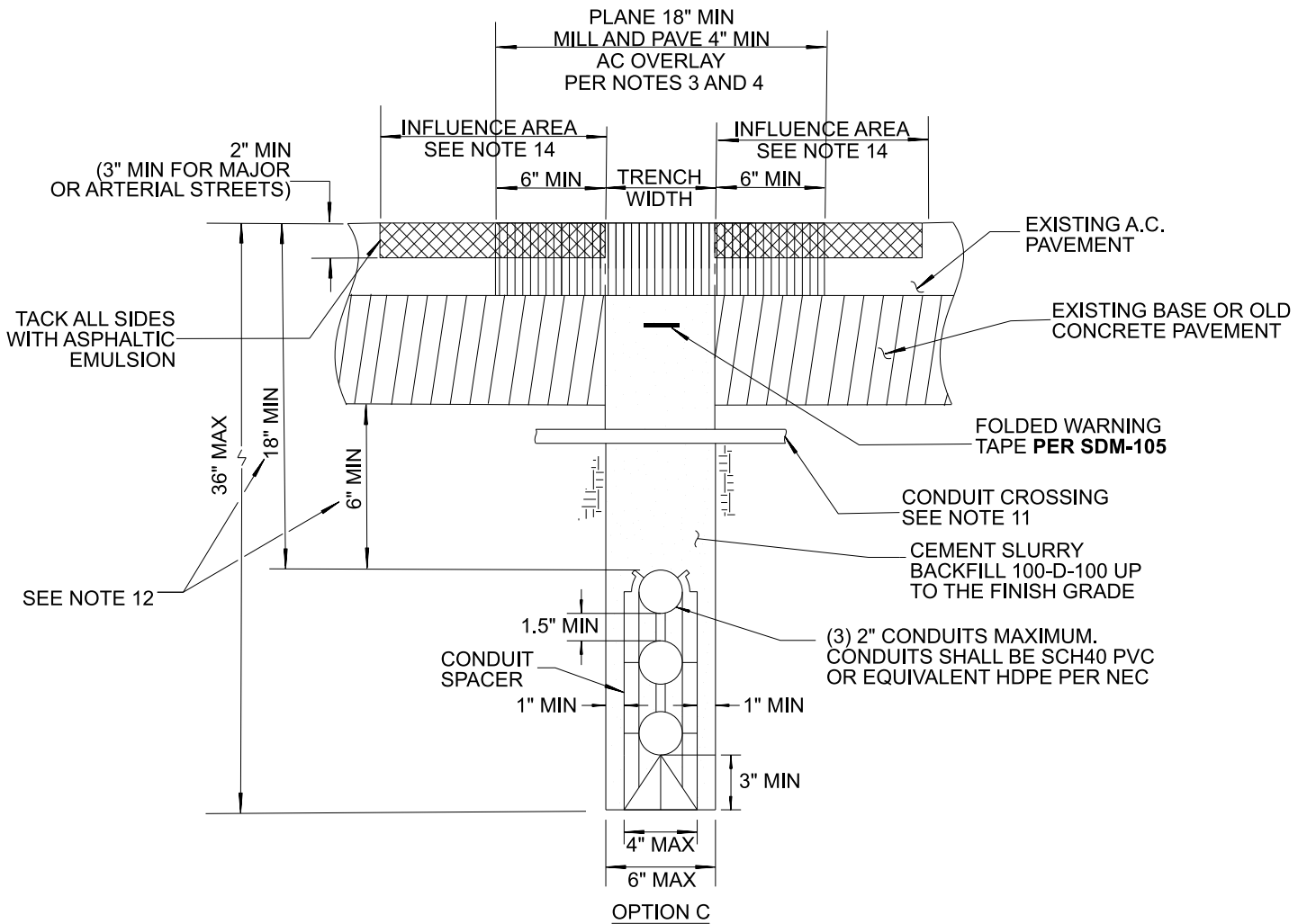
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/86			PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS
UPDATED	AA	J. NAGELVOORT	02/16	COORDINATOR	R.C.E. 81047	
UPDATED	LS	M. GIBSON	05/17	DATE		
REDRAFTED	CD	J. NAGELVOORT	09/18	DRAWING	SDG-117B	
UPDATED	LS	J. NAGELVOORT	04/21	NUMBER		
UPDATED	RC	R. AMEN	10/23			

NOTES (CONTINUED FOR OPTION B):

4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC PAVEMENT RESTORATION IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS SEE SDG-107 (NOTE #3) AND FOR CONCRETE SURFACED STREETS SEE SDG-108.
9. SDG-117A SHALL BE USED FOR THE PLACEMENT OF ONE CONDUIT. FOR THE PLACEMENT OF TWO CONDUITS USE SDG-117B AND FOR PLACEMENT OF THREE OR MORE CONDUITS USE SDG-117C OR SDG-119.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18 INCHES MINIMUM FROM TOP OF PAVEMENT OR 6 INCHES MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
14. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 4 OF 6

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACE STREETS - MINOR EXCAVATION OPTION B - TWO CONDUITS	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT
ORIGINAL		BAHMANIAN	0486		_____ COORDINATOR R.C.E. 81047 DATE
UPDATED	AA	J. NAGELVOORT	02/16		DRAWING NUMBER SDG-117B
UPDATED	LS	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		



NOTES (OPTION C):

1. NEW TRENCH LOCATION SHALL BE 36 INCHES MINIMUM AND 72 INCHES MAXIMUM FROM LIP OF GUTTER, AND AT LEAST 36 INCHES CLEAR FROM ANY CITY UNDERGROUND FACILITIES.
 - A. THE CONTRACTOR SHALL CONTACT THE ENGINEER TO INSPECT AND APPROVE THE TRAFFIC CONTROL PLAN PRIOR TO START OF EXCAVATION IN A BICYCLE LANE. ENSURE ADEQUATE PROVISIONS HAVE BEEN INCLUDED FOR BICYCLE TRAFFIC INCLUDING BICYCLE DETOURS, IF APPLICABLE.
 - B. WHEN THE TRENCH AND/OR INFLUENCE AREA IS LOCATED WITHIN THE BICYCLE LANE, THE CONTRACTOR MUST PAVE THE FULL WIDTH OF THE BICYCLE LANE TO THE FACE OF CURB (I.E. GRIND AND OVERLAY) WITHIN SEVEN (7) CALENDAR DAYS OF AFTER THE INITIAL EXCAVATION. AT NO TIME SHALL A PARALLEL CUT OR SEAM EXIST IN THE BICYCLE LANE AS A FINAL RESTORATION.
 - D. THE CONTRACTOR SHALL PERFORM TRENCHING IN THE BICYCLE LANE IN ROAD SEGMENTS NOT TO EXCEED 500 LINEAR FEET PER SEGMENT. THE CONTRACTOR SHALL FULLY COMPLETE THE WORK ON EACH SEGMENT PRIOR TO STARTING THE NEXT SEGMENT.
2. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 (A) GRADING D.

SEE ADDITIONAL NOTES ON SHEET 6

SHEET 5 OF 6

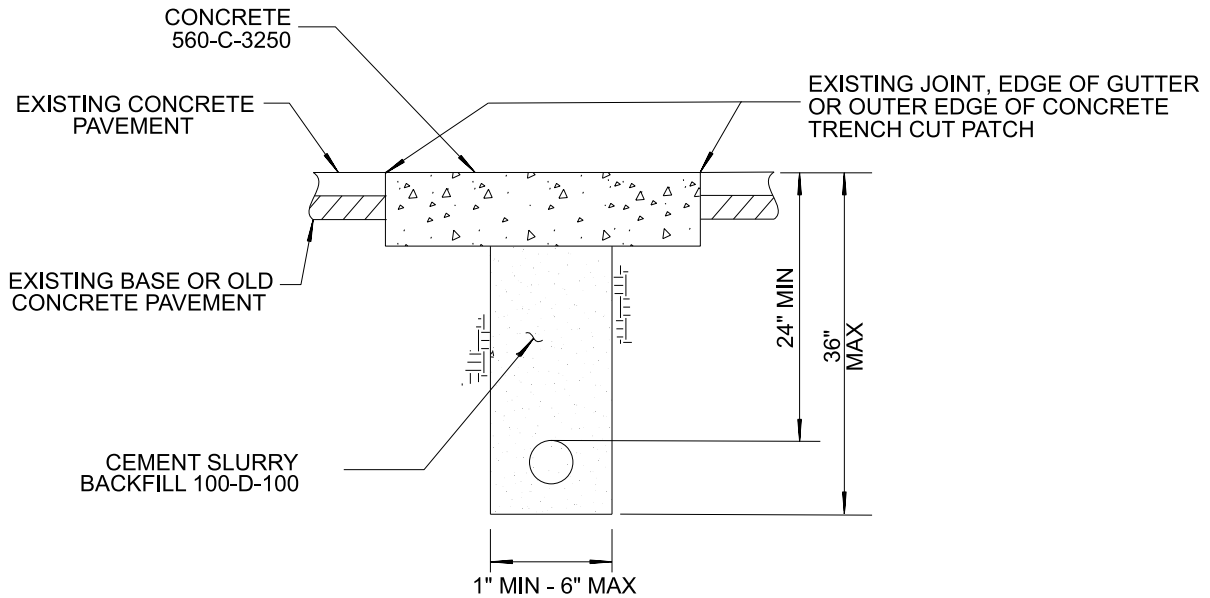
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING		RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	04/86	PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS		DRAFT
UPDATED	AA	J. NAGELVOORT	02/16			COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	M. GIBSON	05/17			
REDRAFTED	CD	J. NAGELVOORT	09/18			
UPDATED	LS	J. NAGELVOORT	04/21			
UPDATED	RC	R. AMEN	10/23			
OPTION C - THREE CONDUITS						DRAWING NUMBER SDG-117C

NOTES (CONTINUED FOR OPTION C):

3. BALL DROP TEST PER ASTM D6024 SHALL BE PERFORMED ON SLURRY AND ACHIEVE A MAXIMUM INDENTATION DIAMETER OF 3 INCHES PRIOR TO PLACEMENT OF ASPHALT CONCRETE. SLURRY PLACED IN NARROW TRENCHES WHERE BALL DROP TEST CANNOT BE PERFORMED SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF ASPHALT CONCRETE. PERMANENT RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
4. DURING PLACEMENT, CONCAVE SLURRY SURFACE WITH A SHOVEL TO 1/2 INCH - 1 INCH DEPTH.
5. MINIMUM SPECIFIED SEPARATIONS MUST BE MAINTAINED UNTIL SLURRY HAS FULLY CURED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE CONDUIT DOES NOT SHIFT HORIZONTALLY OR FLOAT VERTICALLY IN THE TRENCH DURING THE APPLICATION OF THE SLURRY. SPOT POUR ONE SACK SLURRY OVER CONDUIT AT 25 FOOT INTERVALS TO PREVENT CONDUIT FROM FLOATING.
6. CUTS SHALL BE STRAIGHT. EXISTING A.C. PAVEMENT WILL NOT REQUIRE SAW CUTTING WHEN USING ROCKWHEEL FOR EXCAVATION PROVIDED THAT A SMOOTH SURFACE IS PRODUCED.
7. TRENCH SHALL BE MILLED TO A DEPTH OF 4 INCHES AND A MINIMUM OF 18 INCHES WIDE OR 12 INCHES WIDER THAN TRENCH WIDTH, WHICHEVER IS GREATER, AND RESURFACED WITH 1/2 INCH TYPE III CLASS C2 ASPHALT.
8. WHEN PCC TRENCH RESURFACING IS DIRECTED BY CITY ENGINEER, SHOWN ON THE PLANS, OR REQUIRED FOR A PCC SURFACED STREET, FOR ASPHALT STREETS **SEE SDG-107** (NOTE #3) AND FOR CONCRETE SURFACED STREETS **SEE SDG-108**.
9. FOR PLACEMENT OF ADDITIONAL CONDUITS THAT EXCEED THE MAXIMUM ALLOWABLE TRENCH DIMENSIONS IN **SDG-117C** USE **SDG-119**.
10. ALLOW THREE HOURS MINIMUM FOR ONE SACK SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.
11. SLEEVE EXISTING CONDUITS AT CROSSING.
12. TOP OF CONDUIT SHALL BE 18" MINIMUM FROM TOP OF PAVEMENT OR 6" MINIMUM FROM BOTTOM OF PAVEMENT SECTION, WHICHEVER IS GREATER.
13. CONDUIT DUCT SPACERS SHALL BE USED TO MAINTAIN A 3 INCH MINIMUM SEPARATION FROM THE BOTTOM OF THE TRENCH AND 1 INCH SEPARATIONS FROM THE SIDES OF THE TRENCH TO INSURE SLURRY ENCAPSULATION OF THE CONDUIT PACKAGE.
14. SPACERS SHALL BE PLACED EVERY 6 FEET ON CENTER ALONG THE ALIGNMENT OF THE CONDUIT.
15. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES PER CALIFORNIA PUBLIC UTILITY CODE GENERAL ORDER 128 SHALL BE MAINTAINED.
16. ASPHALT OVERLAY THE ENTIRE LENGTH OF THE TRENCH INCLUDING THE INFLUENCE AREA AROUND THE PERIMETER OF THE EXCAVATION PER TABLE 1 IN SDG-105.
 - A. IF THE TRENCH OR EXCAVATION INFLUENCE AREA ENTERS A BICYCLE LANE, THE ENTIRE WIDTH OF THE BICYCLE SHALL BE ASPHALT OVERLAYED AND RESTRIPEDED FOR THE LENGTH OF THE TRENCH INCLUDING EXCAVATION INFLUENCE AREA. REPLACE IN KIND ANY EXISTING DELINEATORS.

SHEET 6 OF 6

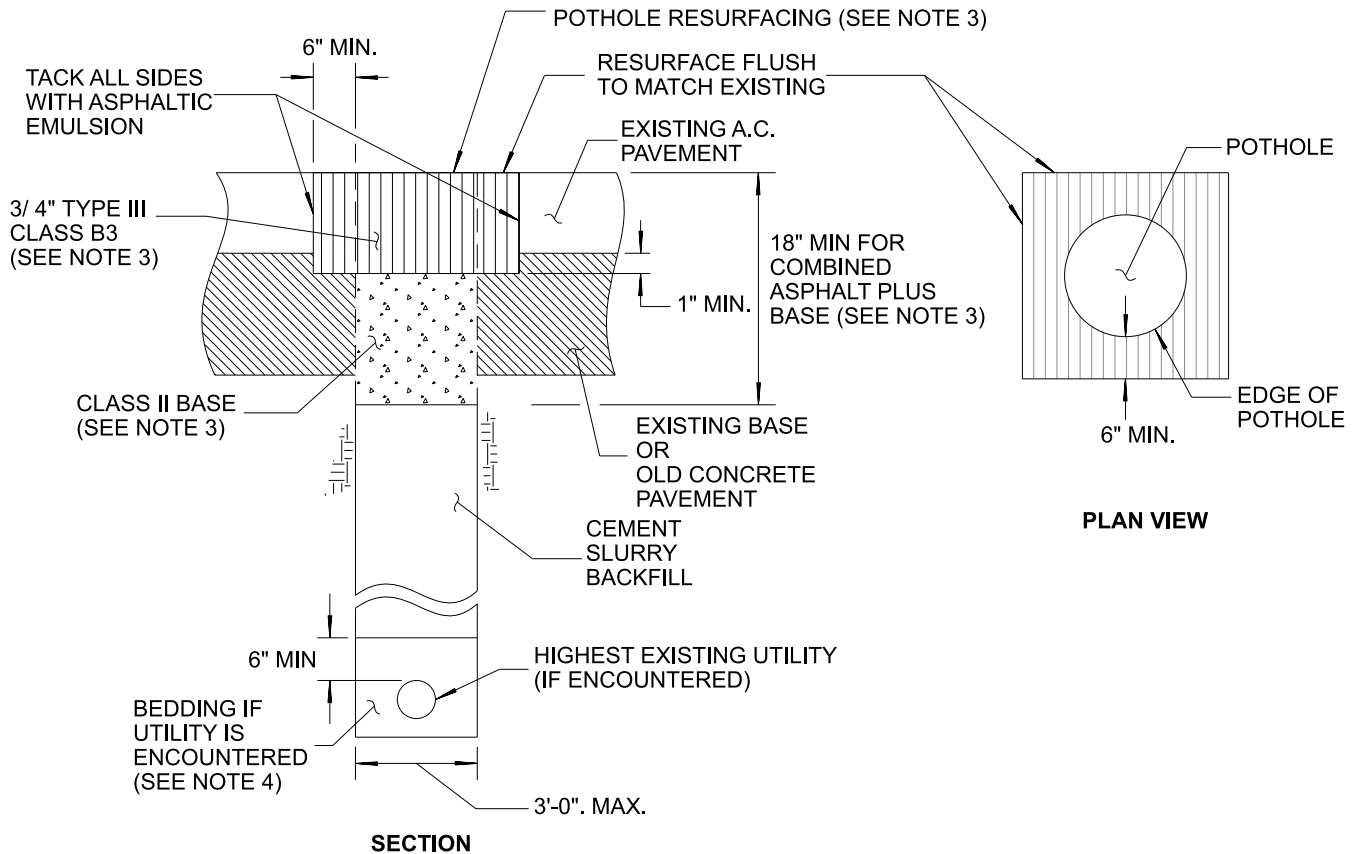
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING PAVEMENT RESTORATION FOR ASPHALT CONCRETE SURFACED STREETS - MINOR EXCAVATION OPTION C - THREE CONDUITS	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL		BAHMANIAN	0486		DRAFT
UPDATED	AA	J. NAGELVOORT	02/16		COORDINATOR R.C.E. 81047 DATE
UPDATED	LS	M. GIBSON	05/17		SDG-117C
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	LS	J. NAGELVOORT	04/21		
UPDATED	RC	R. AMEN	10/23		



NOTES:

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, HAVE A MAXIMUM SLUMP OF 4 INCHES, AND MAY CONTAIN 30% MAXIMUM 3/8" ROCK.
2. CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH 306-6. CONCRETE MAY BE PLACED IMMEDIATELY FOLLOWING SLURRY BACKFILL
3. CONCRETE TRENCH COVER SHALL BE A MINIMUM OF 5 1/2" THICK IN ALLEY OR LOCAL RESIDENTIAL STREETS AND 7" THICK IN ALL OTHER STREETS. **SEE NOTE #5 IN SDG-108** FOR CONCRETE CLASS OPTIONS AND CURING REQUIREMENTS.
4. EXISTING CONCRETE PAVEMENT WILL REQUIRE SAW CUTTING.
5. FOR ELECTRICAL SUPPLY CABLES, SEE CALIFORNIA PUBLIC UTILITY COMMISSION GENERAL ORDER NO. 128, RULE 33.4 CLEARANCES AND DEPTHS.
6. FOR DRY UTILITIES (ELECTRICAL, COMMUNICATION, GAS, ETC.) **SEE SDG-119**.
7. CONCRETE PAVEMENT RESTORATION SHALL EXTEND BEYOND THE EDGE OF THE TRENCH CUT TO THE NEAREST JOINT (FULL WIDTH OF CONCRETE PANEL, JOINT TO JOINT AROUND THE PERIMETER OF THE EXCAVATION).
 - A. FOR CONCRETE PAVEMENT WITH EXISTING TRENCH CUT PATCHES, CONCRETE PAVEMENT RESTORATION SHALL INCLUDE THE EXISTING TRENCH CUT PATCHES, IF THOSE PATCHES ARE WITHIN 4'-0" OF THE PROPOSED CONCRETE PANEL.
 - B. IF THE TRENCH CUT IS IN ALLEY APRON, CONCRETE RESTORATION SHALL BE TO THE NEAREST JOINT OR REPLACE ENTIRE ALLEY APRON IF NO JOINT. FOR NON-STANDARD ALLEY, INSTALL NEW CONCRETE PAVEMENT AS NEW JOINT CAN BE INSTALLED TO THE EXTEND OF THE RIGHT-OF-WAY.
8. FINAL STREET RESTORATION SHALL BE COMPLETED WITHIN 180 CALENDAR DAYS AFTER COMPLETION OF TRENCH WORK WITHIN A STREET SEGMENT.

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL		BAHMANIAN	04/86		PAVEMENT RESTORATION FOR CONCRETE SURFACED STREETS AND ALLEYS - MINOR EXCAVATION	DRAFT
UPDATED	KA	J. NAGELVOORT	08/13	COORDINATOR		R.C.E. 81047
UPDATED	AB	J. NAGELVOORT	02/16	DATE		
REDRAFTED	CD	J. NAGELVOORT	09/18	DRAWING		SDG-118
UPDATED	HE	R. AMEN	10/23	NUMBER		

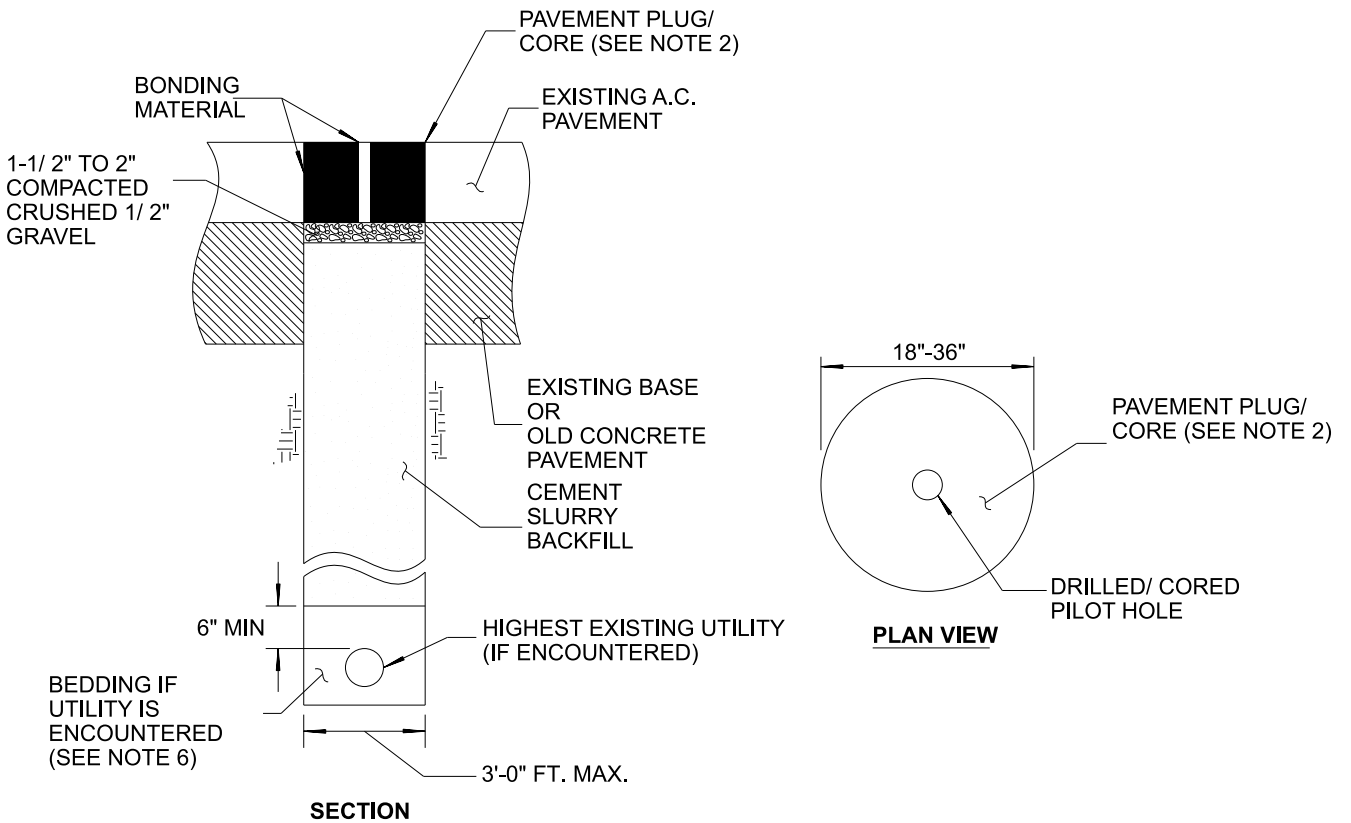


NOTES:

1. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
2. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
3. ALL ASPHALT STREET RESURFACING SHALL EXTEND A MINIMUM OF 6 INCHES BEYOND EDGE OF POTHOLE OR EXPLORATORY EXCAVATION, AS SHOWN. ASPHALT THICKNESS TO EQUAL EXISTING AC PAVEMENT PLUS 1 INCH (4 INCHES MINIMUM TO 9 INCHES MAXIMUM). COMBINED ASPHALT PLUS BASE SHALL BE 18 INCHES MINIMUM.
4. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
 - A. WATER UTILITY: SE 50 SAND
 - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
 - C. DRY UTILITY: SE 50 SAND
5. FOR PCC SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
6. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES SHALL BE APPROVED BY THE CITY. IF APPROVED, THE ENTIRE WIDTH OF THE BIKE LANE SHALL BE RESURFACED, AT A MINIMUM LENGTH OF 6 FEET.
7. TEMPORARY RESURFACING IS ALLOWED IF CONSTRUCTION WILL BE PERFORMED WITHIN 60 DAYS AFTER POTHOLING WORK, IF POTHOLE OR EXPLORATORY EXCAVATION IS WITHIN THE NEW TRENCH LIMITS, AND **IF APPROVED BY THE CITY**. MATERIAL FOR TEMPORARY RESURFACING **SHALL BE APPROVED BY THE CITY**. SEE NOTE 3 FOR LIMITS AND DEPTH.
8. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.
9. SEE SHEET 2 FOR TYPE B - KEYHOLE METHOD.

SHEET 1 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	CD	J. NAGELVOORT	11/17		
UPDATED	CD	J. NAGELVOORT	09/18	36" AND SMALLER POTHOLE AND EXPLORATORY EXCAVATION - TYPE A PAVEMENT REPAIR	DRAFT
UPDATED	FM	R. AMEN	09/23		
					COORDINATOR R.C.E. 81047 DATE
					DRAWING NUMBER SDG-123



NOTES:

1. PAVEMENT CORE TO BE REINSTATED SHALL BE A MINIMUM OF 4 INCHES THICK AND SHALL NOT CONTAIN JOINTS OR CRACKS WHICH MAY CAUSE IT TO BREAK AND SPALL. OTHERWISE, TYPE "A" PER SHEET 1 SHALL BE USED **AS DIRECTED BY CITY ENGINEER.**
2. CUT, REMOVE, AND REINSTATE PAVEMENT CORE, FLUSH WITH EXISTING PAVEMENT. THE REMOVED PAVEMENT CORE/ PLUG WITH ASPHALT AND CONCRETE BASE SHALL BE UTILIZED AND REINSTALLED IN GOOD CONDITION.
3. BONDING MATERIAL SHALL BE AS SPECIFIED **PER CITY APPROVED MATERIALS LIST.**
4. CEMENT SLURRY BACKFILL SHALL BE THOROUGHLY CONSOLIDATED, AND HAVE A MAXIMUM SLUMP OF 4 INCHES. FLY ASH MEETING THE REQUIREMENTS OF 201-1.2.5.3 MAY BE ADDED (NOT AS A SUBSTITUTE) TO THE MINIMUM CEMENT REQUIREMENTS. SLURRY COMBINED GRADING SHALL MEET REQUIREMENTS OF 201-1.3.2 GRADING D. CEMENT SLURRY BACKFILL SHALL BE 100-D-100.
5. SLURRY SHALL BE CURED A MINIMUM OF 48 HOURS PRIOR TO PLACEMENT OF CLASS II BASE AND ASPHALT CONCRETE. RESURFACING SHALL BE COMPLETED IN NO MORE THAN 7 DAYS AFTER PLACEMENT OF CEMENT SLURRY.
6. IF UTILITY IS ENCOUNTERED, AS LISTED BELOW, PLACE BEDDING A MINIMUM OF 6 INCHES ABOVE UTILITY.
 - A. WATER UTILITY: SE 50 SAND
 - B. SEWER UTILITY: 3/ 8" MAXIMUM AGGREGATE
 - C. DRY UTILITY: SE 50 SAND
7. FOR CONCRETE SURFACED STREETS, **SEE SDG-108** FOR RESURFACING. FOR POTHOLE AND EXPLORATORY EXCAVATION LARGER THAN 3'-0" ON ASPHALT CONCRETE SURFACED STREETS, SEE SDG-107 FOR RESURFACING.
8. POTHOLE OR EXPLORATORY EXCAVATION IN BIKE LANES **SHALL BE APPROVED BY THE CITY.**
9. PAVEMENT CORES SHALL NOT BE GREATER THAN 3'-0" INCHES IN DIAMETER, AND SHALL NOT BE SPACED CLOSER THAN 3 FEET BETWEEN CORES, EDGE TO EDGE.

SHEET 2 OF 2

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE	
ORIGINAL	CD	J. NAGELVOORT	11/17		36" AND SMALLER EXPLORATORY EXCAVATION POTHOLE - TYPE B KEYHOLE METHOD	DRAFT
UPDATED	CD	J. NAGELVOORT	0918	COORDINATOR		R.C.E. 81047
UPDATED	FM	R. AMEN	0923	DRAWING NUMBER		SDG-123

NOTES:

1. CLEARANCE SEPARATIONS BETWEEN DRY AND WET UTILITIES SHALL BE MAINTAINED PER WATER, SEWER, AND DRAINAGE DESIGN GUIDELINES, VARIANCES WILL REQUIRE DEVIATION FROM STANDARDS.
2. **PERMITTING REQUIREMENTS:** ALL MICROTRENCH PERMITS REQUIRE A DEVELOPMENT SERVICES DEPARTMENT DIGITAL SUBMISSION WITH A GEOSPATIAL ALIGNMENT PER DEVELOPMENT SERVICES DEPARTMENT FORMAT REQUIREMENTS.
3. **CONDUIT ANCHORING:** CONTRACTOR MUST PROVIDE THEIR METHOD OF WEIGHING / ANCHORING DOWN CONDUITS IN THEIR PERMIT. TO PREVENT CONDUITS FROM FLOATING, AND TO MAINTAIN REQUIRED DEPTH FOR TOP OF CONDUIT.
4. **MICROTRENCHING USAGE:** MICROTRENCHING PER SDG-165A AND / OR SDG-165B SHALL BE ON ASPHALT STREETS ONLY. MICROTRENCHING SHALL NOT BE PERMITTED IN OR THROUGH EXISTING CONCRETE PAVED STREETS, PARKWAYS, CURB, GUTTER, CROSS GUTTER, BUS PAD, SIDEWALK, FLOATING CURB EXTENSION, BUS BULB, TRUCK PILLOW, RAISED CROSSWALK, ISLAND, MINI- ROUNDABOUT, OR SIMILAR ELEMENTS. MICROTRENCHING MAY BE PERMITTED, AT THE CITY'S DISCRETION, IN OR THROUGH EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS (SUCH AS DECORATIVE ASPHALT PAVING, AND PERPENDICULAR TO SPEED BUMPS). EXISTING IMPROVEMENTS AND SPECIAL PAVEMENTS SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY.
5. **DAMAGE TO EXISTING IMPROVEMENTS:** CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC. SHALL BE DONE SUCH THAT EXISTING IMPROVEMENTS ARE NOT DISTURBED, SETTLED, OR DAMAGED. ANY DAMAGE TO EXISTING IMPROVEMENTS BY PARALLEL OR PERPENDICULAR MICROTRENCHING ACTIVITIES SHALL BE RESTORED IN KIND AS APPROVED BY THE CITY. DAMAGE TO CONCRETE CURB, GUTTER, SIDEWALK, AND PAVEMENT SHALL BE REMOVED AND RESTORED IN ACCORDANCE WITH **SDG-156**.
6. **TRENCH CUTS:** CONTRACTOR SHALL MAKE ALL REASONABLE EFFORTS TO ACHIEVE STRAIGHT AND UNIFORM CUTS WITH NEAT EDGES. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZES DAMAGE TO THE ADJACENT AC SURFACE. RADII TRENCH CUTS SHALL HAVE NO MORE THAN 3 CUTS.
7. **MICROTRENCH WIDTH:** MICROTRENCH WIDTH SHALL BE A MINIMUM OF 1 INCH AND A MAXIMUM OF 2 ½ INCHES. TRENCHES WITH WIDTH GREATER THAN 2 ½ INCHES MUST FOLLOW **SDG-117** (NARROW TRENCH RESURFACING FOR ASPHALT CONCRETE SURFACE STREETS), WHICH REQUIRES A DIFFERENT BACKFILL MATERIAL. THE CITY MAY CHANGE THE PERMIT TO **SDG-117** BY AN AS-BUILT CHANGE IF THE TRENCH EXCEEDS 2 ½ INCHES IN CONSTRUCTION.
8. **MICROTRENCH ALIGNMENT OFFSET TO AN ADJACENT MICROTRENCH:** NO MICROTRENCHING SHALL BE LESS THAN 2 FEET FROM ADJACENT MICROTRENCHES (EDGE TO EDGE). THIS MAY REQUIRE THE CONTRACTOR TO POTHOLE TO VERIFY PARALLEL UTILITIES SIZE AND TRENCH WIDTH TO ENSURE PROPER SEPARATION.
9. **CONDUIT PLACEMENT IN TRENCH:** THE TOP OF HIGHEST CONDUIT SHALL BE 12 INCHES MINIMUM FROM TOP OF PAVEMENT OR 4 INCHES FROM BOTTOM OF PAVEMENT SECTION TO INCLUDE ASPHALT, BASE AND CTB, WHICHEVER IS GREATER.
10. **CONDUIT SIZE:** 2 INCH MAXIMUM CONDUIT SIZE SCH 40 PVC OR EQUIVALENT HDPE PER NATIONAL ELECTRICAL CODE.
11. **TRENCH IDENTIFICATION:** INSTALL FOLDED WARNING / IDENTIFICATION TAPE WARNING TAPE **PER SDM-105**. EACH TRENCH SHALL BE IDENTIFIED WITH A CALLOUT ON THE PULLBOX / VAULT / JUNCTION BOX LID WITH THE NAME OF THE OWNER OF THE MICROTRENCH.
12. **MICROTRENCH BACKFILL AND REQUIREMENTS TO OPEN THE STREET TO TRAFFIC:** ALL MICROTRENCHES SHALL BE COMPLETELY BACKFILLED WITH A CEMENT SAND SLURRY 2000 PSI MINIMUM AND 2% CALCIUM CHLORIDE TO FINISH GRADE. THIS IS AN INTERIM CONDITION AND CONTRACTOR SHALL FOLLOW CURING TIME REQUIREMENTS (PER NOTE 14) TO OPEN THE STREET TO TRAFFIC PRIOR TO COMPLETING PAVING REQUIREMENTS FOR FINAL RESTORATION.
13. **SLURRY VOID REDUCTION:** CONTRACTOR SHALL USE A VIBRATOR TO ENSURE SLURRY FILL WITHOUT VOIDS.
14. **SLURRY CURE TIME:** ALLOW A MINIMUM OF THREE HOURS FOR SLURRY TRENCH BACKFILL CURE TIME FOR TRENCHES PARALLEL TO THE STREET BEFORE OPENING TO TRAFFIC.

SEE ADDITIONAL NOTES ON SHEET 2

SHEET 1 OF 4

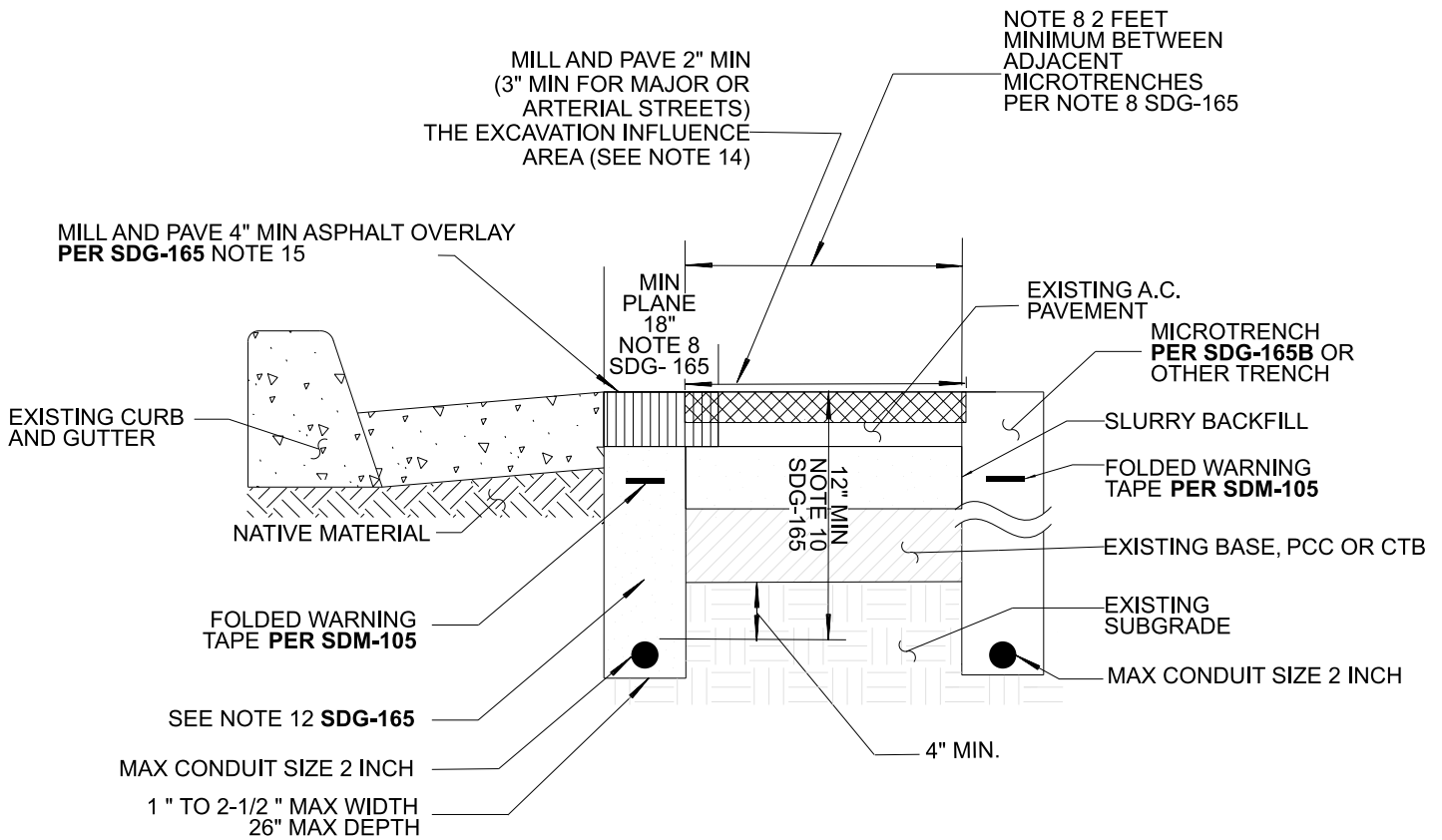
REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING GENERAL MICROTRENCH NOTES	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER SDG-165

NOTES (CONTINUED):

- 15. **FINAL MICROTRENCH RESTORATION:** WITHIN 7 DAYS OF PLACING THE SLURRY BACKFILL TO GRADE, MILL THE SLURRY BACKFILL AND EXISTING PAVEMENT A MINIMUM WIDTH OF 18 INCHES INCLUDING THE EXCAVATION INFLUENCE AREA PER TABLE 1 IN SDG-105 TO A DEPTH OF 4 INCHES AND RESURFACE WITH 1/2 INCH TYPE III CLASS C2 ASPHALT. TACK ALL EDGES OF THE MILLED AREA WITH ASPHALTIC EMULSION.
- 16. **FINAL MICROTRENCH RESTORATION WHEN ADJACENT TO ANOTHER MICROTRENCH:** WHEN RESTORING A MICROTRENCH SEPARATED BY 2 FEET (EDGE TO EDGE) FROM ANY ADJACENT MICROTRENCH THE MICROTRENCH RESTORATION SHALL FOLLOW NOTE 15 FOR TRENCH RESTORATION AND **SDG-107** FOR FULL LIMITS OF THE PERMITTED ALIGNMENT TO MAINTAIN INFLUENCE AREA INTEGRITY.
- 17. **MICROTRENCHING IN BIKE LANES:** FOR THE WORK IN THE BIKE LANE, CONTRACTOR SHALL PROVIDE A POTHOLING PLAN FOR REVIEW WITH THE ENGINEER FOLLOWING PRE-CONSTRUCTION MEETING. THE BIKE LANE SHALL BE FULLY CLOSED AND APPROPRIATE TRAFFIC CONTROL PLAN AND SIGNAGE USED. MICROTRENCHING IN THE BIKE LANE REQUIRES THAT SLURRY BACKFILL BE COMPLETED BEFORE END OF APPROVED WORKDAY WITH CURING TIME PER NOTE 14. RESTORATION TO THE TRENCH SHALL BE PER NOTE 15.
- 18. **FINAL MICROTRENCH RESTORATION IN BIKE LANES:** THE CONTRACTOR SHALL RESTORE FULL WIDTH OF BIKE LANE TO THE FACE OF CURB AND PLACE 2 INCHES MIN OR 3 INCHES MIN (MAJOR OR ARTERIAL STREETS) THICKNESS OF ASPHALT PER **SDG-107**.

SHEET 2 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING GENERAL MICROTRENCH NOTES	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE DRAFT _____ COORDINATOR R.C.E. 81047 DATE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18		
UPDATED	RC	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
					DRAWING NUMBER SDG-165



LEGEND ON PLANS:

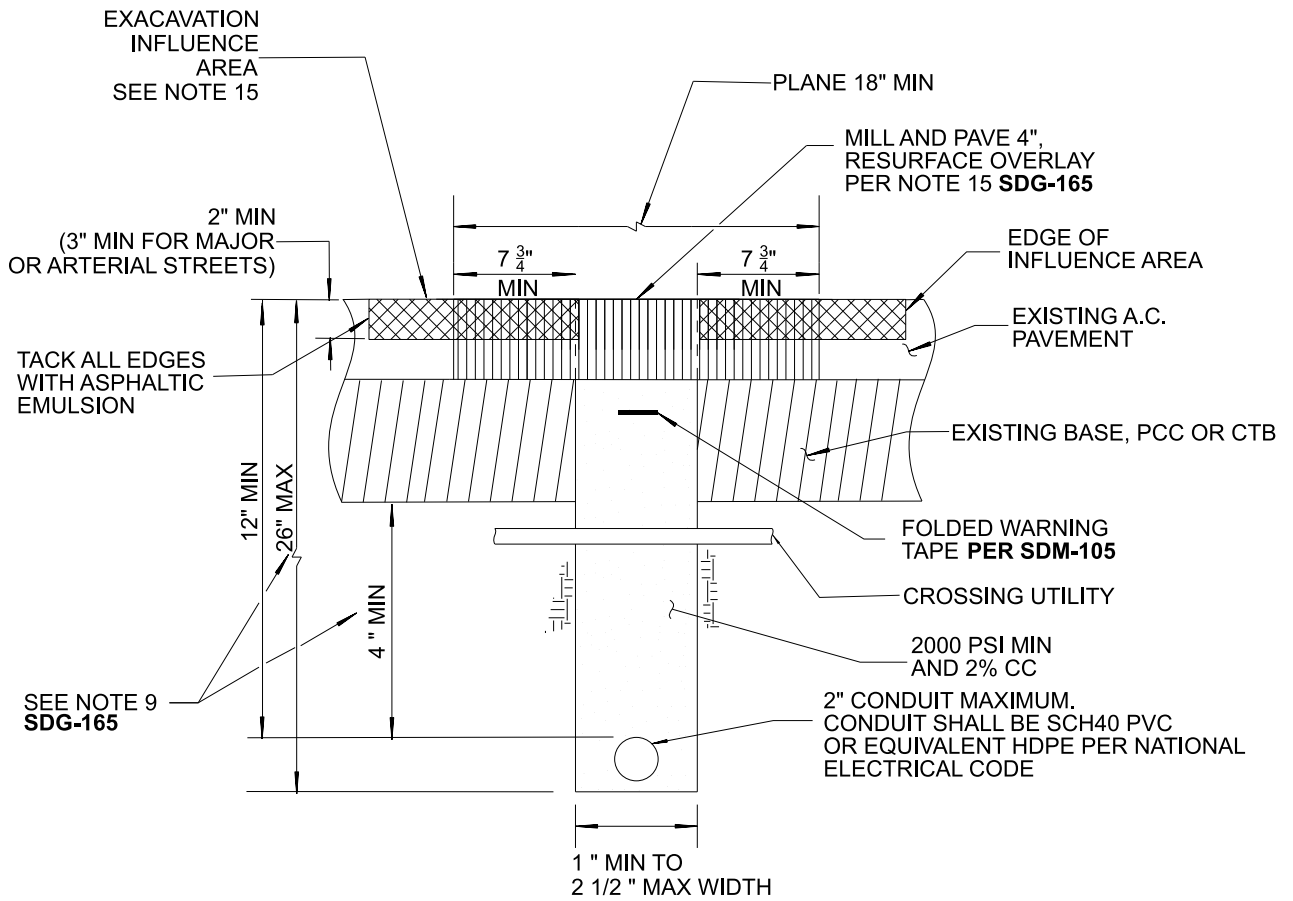
— MTC — MICROTRENCH CONDUIT (MTC)

NOTES:

1. APPLICABLE WHERE CONCRETE GUTTER IS VISIBLE OR EXPOSED.
2. SHALL NOT BE APPLICABLE AT STREET INTERSECTIONS OR ALONG MEDIAN CURBS.
3. TRENCH LOCATION SHALL BE AT THE EDGE OF CURB.

SHEET 3 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO - STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	09/18	MICROTRENCH FOR DRY UTILITIES AT EDGE OF CURB AND GUTTER	DRAFT
UPDATED	ED	R. AMEN	10/22		
UPDATED	FM	R. AMEN	09/23		
				COORDINATOR R.C.E. 81047 DATE	
				DRAWING NUMBER SDG-165A	



NOTES:

1. SHALL APPLY TO ALL MICROTRENCHING AT STREET INTERSECTIONS.
2. TRENCH LOCATION SHALL BE AT LEAST 9 INCHES FROM LIP OF GUTTER.
3. TRENCH SHALL BE AT LEAST 12 INCHES FROM ANY EXISTING CONCRETE STRUCTURE.

SHEET 4 OF 4

REVISION	BY	APPROVED	DATE	CITY OF SAN DIEGO – STANDARD DRAWING	RECOMMENDED BY THE CITY OF SAN DIEGO STANDARDS COMMITTEE
ORIGINAL	HY	M. GIBSON	05/17		
REDRAFTED	CD	J. NAGELVOORT	0918		
UPDATED	RC	R. AMEN	1022		
UPDATED	FM	R. AMEN	0923		
MICROTRENCH FOR DRY UTILITIES AWAY FROM EDGE OF CURB AND GUTTER				DRAFT	COORDINATOR R.C.E. 81047 DATE
				DRAWING NUMBER	SDG-165B

ATTACHMENT F
RESERVED

ATTACHMENT G
CONTRACT AGREEMENT

ATTACHMENT G
CONTRACT AGREEMENT

CONSTRUCTION CONTRACT

This contract is made and entered into between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City", and HSCC, Inc., herein called "Contractor" for construction of **EMTS Boat Dock Esplanade**; Bid No. **K-24-1952-DBB-3-A**; in the total amount of **One Million Five Hundred Sixty Three Thousand Eight Hundred Seventy Five Dollars and Zero Cents (\$1,563,875.00)**.

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

1. The following are incorporated into this contract as though fully set forth herein:
 - (a) The attached Faithful Performance and Payment Bonds.
 - (b) The attached Proposal included in the Bid documents by the Contractor.
 - (c) Reference Standards listed in the Instruction to Bidders and the Supplementary Special Provisions (SSP).
 - (d) That certain documents entitled **EMTS Boat Dock Esplanade**, on file in the office of the Purchasing & Contracting Department as Document No. **S-00319**, 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 **EMTS Boat Dock Esplanade**, Bid Number **K-24-1952-DBB-3-A**, San Diego, California.
3. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner and with such additions or deductions as are provided for in this contract, and the Contractor shall accept such payment in full satisfaction of all claims incident to such performances.
4. No claim or suit whatsoever shall be made or brought by Contractor against any officer, agent, or employee of the City for or on account of anything done or omitted to be done in connection with this contract, nor shall any such officer, agent, or employee be liable hereunder.
5. This contract is effective as of the date that the Mayor or designee signs the agreement and is approved by the City Attorney in accordance with San Diego Charter Section 40.

CONTRACT AGREEMENT (continued)

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

THE CITY OF SAN DIEGO

APPROVED AS TO FORM

By Stephen Samara

Mara W. Elliott, City Attorney
By Christina L. Rae

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

Print Name: Christina L. Rae
Deputy City Attorney

Date: 2/5/2024

Date: 2/7/2024

CONTRACTOR

By Monique Hostetler
Digitally signed by Monique Hostetler
DN: cn=Monique Hostetler, o=City of San Diego, ou=City of San Diego, email=monique.hostetler@cityofsan-diego.gov, c=US
Reason: I have reviewed this document
Control ID: #145448481@cityofsan-diego.gov
Date: 2023.12.22 10:51:35 -0800

Print Name: Monique Hostetler

Title: President

Date: 12/22/2023

City of San Diego License No.: B2016015040

State Contractor's License No.: 994528

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER: 1000033210

CERTIFICATIONS AND FORMS

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

BIDDER'S GENERAL INFORMATION

To the City of San Diego:

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

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

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

State of California

County of San Diego

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

CONTRACTOR CERTIFICATION

DRUG-FREE WORKPLACE

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

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

CONTRACTOR CERTIFICATION

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE CERTIFICATION

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

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

CONTRACTOR CERTIFICATION

CONTRACTOR STANDARDS – PLEDGE OF COMPLIANCE

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

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

CONTRACTOR CERTIFICATION

EQUAL BENEFITS ORDINANCE CERTIFICATION

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

CONTRACTOR CERTIFICATION

EQUAL PAY ORDINANCE CERTIFICATION

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

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

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

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

CONTRACTOR CERTIFICATION

PRODUCT ENDORSEMENT

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

AFFIDAVIT OF DISPOSAL

(To be submitted upon completion of Construction pursuant to the contracts Certificate of Completion)

WHEREAS, on the _____ DAY OF _____, 2____ the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for:

EMTS Boat Dock Esplanade

(Project Title)

as particularly described in said contract and identified as Bid No. **K-24-1952-DBB-A**; SAP No. (WBS) **S-00319**; and **WHEREAS**, the specification of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner"; and **WHEREAS**, said contract has been completed and all surplus materials disposed of:

NOW, THEREFORE, in consideration of the final payment by the City of San Diego to said Contractor under the terms of said contract, the undersigned Contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s)

and that they have been disposed of according to all applicable laws and regulations.

Dated this _____ DAY OF _____, _____.

By: _____
Contractor

ATTEST:

State of _____ County of _____

On this _____ DAY OF _____, 2____, before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared _____ known to me to be the _____ Contractor named in the foregoing Release, and whose name is subscribed thereto, and acknowledged to me that said Contractor executed the said Release.

Notary Public in and for said County and State

LIST OF SUBCONTRACTORS

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

In accordance with the requirements of the "Subletting and Subcontracting Fair Practices Act", Section 4100, of the California Public Contract Code (PCC), the Bidder is to list below the name, address and license number of each Subcontractor who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement, in an amount of or in excess of 0.5% of the Contractor's total Bid. Failure to comply with this requirement may result in the Bid being rejected as non-responsive. The Contractor is to list only one Subcontractor for each portion of the Work. The Bidder's attention is directed to the Special Provisions – General; Paragraph 2-3 Subcontracts, which stipulates the percentage of the Work to be performed with the Bidder's own forces. The Bidder is to also list all SLBE, ELBE, DBE, DVBE, MBE, WBE, OBE, SDB, WoSB, HUBZone, and SDVOSB Subcontractors for which the Bidders are seeking recognition towards achieving any mandatory, voluntary, or both subcontracting participation percentages.

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

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

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

NAMED EQUIPMENT/MATERIAL SUPPLIER LIST

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

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

- ① As appropriate, Bidder shall identify Vendor/Supplier as one of the following and shall include a valid proof of certification (except for OBE, SLBE and ELBE):
- | | | | |
|---|--------|--|---------|
| Certified Minority Business Enterprise | MBE | Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE | Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE | Certified Emerging Local Business Enterprise | ELBE |
| Certified Small Local Business Enterprise | SLBE | Small Disadvantaged Business | SDB |
| Woman-Owned Small Business | WoSB | HUBZone Business | HUBZone |
| Service-Disabled Veteran Owned Small Business | SDVOSB | | |

- ② As appropriate, Bidder shall indicate if Vendor/Supplier is certified by:
- | | | | |
|--|--------|--|----------|
| City of San Diego | CITY | State of California Department of Transportation | CALTRANS |
| California Public Utilities Commission | CPUC | | |
| State of California's Department of General Services | CADoGS | City of Los Angeles | LA |
| State of California | CA | U.S. Small Business Administration | SBA |

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

ELECTRONICALLY SUBMITTED FORMS

FAILURE TO FULLY COMPLETE AND SUBMIT ANY OF THE FOLLOWING FORMS WILL DEEM YOUR BID NON-RESPONSIVE.

PLANETBIDS WILL NOT ALLOW FOR BID SUBMISSIONS WITHOUT THE ATTACHMENT OF THESE FORMS

The following forms are to be completed by the bidder and submitted (uploaded) electronically with the bid in PlanetBids.

- A. BID BOND – See Instructions to Bidders, Bidders Guarantee of Good Faith (Bid Security) for further instructions**
- B. CONTRACTOR’S CERTIFICATION OF PENDING ACTIONS**
- C. MANDATORY DISCLOSURE OF BUSINESS INTERESTS FORM**
- D. DEBARMENT AND SUSPENSION CERTIFICATION FOR PRIME CONTRACTOR**
- E. DEBARMENT AND SUSPENSION CERTIFICATION FOR SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS**

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS,

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

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

EMTS Boat Dock Esplanade

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

SIGNED AND SEALED, this 5th day of December, 2023

HSCC, Inc. (SEAL)
(Principal)

By: [Signature]
(Signature)

United Fire & Casualty Company(SEAL)
(Surety)

By: [Signature]
(Signature)

Sioux Munyon Swart, Attorney-In-Fact

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

SIOUX MUNYON SWART, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 26th day of June, 2025 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

26th day of June, 2023



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 26th day of June, 2023, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 5th day of December, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

CONTRACTOR'S CERTIFICATION OF PENDING ACTIONS

As part of its bid or proposal (Non-Price Proposal in the case of Design-Build contracts), the Bidder shall provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Bidder has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers.

- The undersigned certifies that within the past 10 years the Bidder has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/REMEDIAL ACTION TAKEN

Contractor Name: HSCC, Inc

Certified By Monique Hostetler Title President

Name

 Signature

Date 12/5/23

USE ADDITIONAL FORMS AS NECESSARY

Mandatory Disclosure of Business Interests Form

BIDDER/PROPOSER INFORMATION

Legal Name		DBA	
HSCC, Inc			
Street Address	City	State	Zip
PO Box 1168	Lakeside	California	92040
Contact Person, Title		Phone	Fax
Monique Hostetler, President		619-631-7983	619-924-6256

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

* The precise nature of the interest includes:

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

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

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

Name	Title/Position
Monique Hostetler	President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	
Interest in the transaction	
51% Owner	

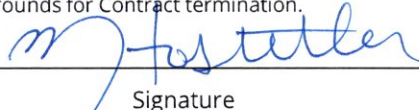
Name	Title/Position
Garett Hostetler	Vice President
City and State of Residence	Employer (if different than Bidder/Proposer)
Alpine, CA	
Interest in the transaction	
49% Owner	

* Use Additional Pages if Necessary *

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

Monique Hostetler, President

Print Name, Title



Signature

12/5/23

Date

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

DEBARMENT AND SUSPENSION CERTIFICATION
PRIME CONTRACTOR
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

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

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

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

NAME	TITLE
Monique Hostetler	President
Garett Hostetler	Vice President

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

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

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

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

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

Contractor Name: HSCC, Inc

Certified By Monique Hostetler Title President

Name

 Signature

Date 12/5/23

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

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER

FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Aycon Inc,	
Ali Ilker Abdulhayoglu	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

_____	_____

SUBCONTRACTOR SUPPLIER MANUFACTURER


NAME	TITLE
Greenfield Fence Inc	
Michael Herb Mc Laughlin	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
HPS Mechanical	
Leslie Everett Den Herder	President

Contractor Name: HSCC, Inc

Certified By Monique Hostetler Title President

Name

 Signature

Date 12/5/23

USE ADDITIONAL FORMS AS NECESSARY*

DEBARMENT AND SUSPENSION CERTIFICATION
SUBCONTRACTORS, SUPPLIERS AND MANUFACTURERS
TO BE COMPLETED BY BIDDER
FAILURE TO COMPLETE AND SUBMIT AT TIME OF BID SHALL RENDER BID NON-RESPONSIVE

Names of the Principal individual owner(s)

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

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

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Kirk Paving	
Jon Kirk	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Coast Landscaping	
Holland Mason	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE
Cacy Electric	
Ryan Michael Cacy	President

SUBCONTRACTOR SUPPLIER MANUFACTURER

NAME	TITLE

Contractor Name: HSCC, Inc

Certified By Monique Hostetler Title President

Name

 Signature

Date 12/05/2023

USE ADDITIONAL FORMS AS NECESSARY*

Bid Results

Bidder Details

Vendor Name HSCC, Inc.
Address PO Box 1168
Lakeside, California 92040
United States
Respondee Steven Bengson
Respondee Title Estimator
Phone 760-802-4038
Email sbengtson@hscbuilders.com
Vendor Type CADIR, SDB, WBE, SLBE, FEM, CAU
License # 994528
CADIR 1000033210

Bid Detail

Bid Format Electronic
Submitted 12/06/2023 1:52 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 355587

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Contractors cert of pending actions.pdf	Contractors cert of pending actions.pdf	Contractor's Certification of Pending Actions
business interests.pdf	business interests.pdf	Mandatory Disclosure of Business Interests Form
HSCC Debarment form.pdf	HSCC Debarment form.pdf	Prime - Debarment and Suspension
Sub Debarment form.pdf	Sub Debarment form.pdf	Subcontractor - Debarment and Suspension
Bid Bond.pdf	Bid Bond.pdf	Bid Bond

Subcontractors

Showing 6 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
AYCON Inc 9520 Padgett St Ste 213 San Diego, California 92126	Site Demolition	986353	PW-LR-1000821755	\$38,400.00	Local
Cacy Electric 1269 Greenfield Drive El Cajon, California 92021	electrical	780158	1000001728	\$135,132.00	PQUAL, Local
Coast Landscaping Inc. 2230 La Mirada Dr Ste B Vista, California 92081	Landscaping	353359	1000004310	\$334,600.00	CADIR, CAU, MALE, ELBE, Local
GREENFIELD FENCE INC 4051 OCEANSIDE BLVD. OCEANSIDE, California 92056	Fencing	568973	1000002047	\$54,890.00	Local
HPS Mechanical, Inc. 3100 E. Belle Terrace Bakersfield, California 93307	Plumbing	793014	1000001107	\$126,210.00	CADIR
Kirk Paving, Inc. 8722 Winter Gardens Blvd. Lakeside, California 92040	Asphalt Paving	749206	1000002341	\$20,450.00	CADIR, SLBE, Local

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Main Bid							\$1,563,875.00		
1	524126		Bonds (Payment and Performance)	LS	1	\$27,000.00	\$27,000.00	Yes	
2	236220		Building Permits (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	
3	237990		Construction of Park Improvements	LS	1	\$1,443,375.00	\$1,443,375.00	Yes	
4			Field Orders (EOC Type II)	AL	1	\$70,000.00	\$70,000.00	Yes	
5	541330		SWPPP Development	LS	1	\$2,500.00	\$2,500.00	Yes	
6	237310		SWPPP Implementation	LS	1	\$15,000.00	\$15,000.00	Yes	
7	541330		SWPPP Permit Fee (EOC Type I)	AL	1	\$3,000.00	\$3,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Main Bid	\$1,563,875.00
Grand Total	\$1,563,875.00

SUBCONTRACTOR LISTING (OTHER THAN FIRST TIER)

Pursuant to California Senate Bill 96 and in accordance with the requirements of Labor Code sections 1771.1 and 1725.5, by submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public work project are registered with the California Department of Industrial Relations (DIR). **The Bidder is to list below the name, address, license number, DIR registration number of any (known tiered subcontractor)** - who will perform work, labor, render services or specially fabricate and install a portion [type] of the work or improvement pursuant to the contract. **If none are known at this time, mark the table below with non-applicable (N/A).**

Prime Contractor Name: HSCC, Inc.

NAME, ADDRESS AND TELEPHONE NUMBER OF SUBCONTRACTOR	CONSTRUCTOR OR DESIGNER	DIR REGISTRATION NUMBER	SUBCONTRACTOR LICENSE NUMBER	TYPE OF WORK
Name: <u>N/A</u> Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				
Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Phone: _____ Email: _____				

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